













Shared Services Partnership Committee - July 2020 PART A

23 July 2020, 10:00 to 11:45
Microsoft Teams Meeting




Agenda

1.	Agenda		
	 2020-07-17_16-59-50_FINAL-Agenda.pdf	(3 pages)	
1.1.	Welcome and Introductions		Margaret Foster
1.2.	Apologies for absence		Margaret Foster
1.3.	Declarations of Interest		Margaret Foster
1.4.	Draft minutes of meeting held on 21 May 2020		Margaret Foster
	 Approved Minutes of Part Cttee Part A - 21.05.2020.pdf	(9 pages)	
1.5.	Action Log		Margaret Foster
	 1.5 Action Log July 2020.pdf	(1 pages)	
2.	Chair/Managing Director's Report		
2.1.	Chair's Report		Verbal
2.2.	Managing Director's Update		Neil Frow
	 SSPC MD Update July 20 (002).pdf	(6 pages)	
3.	Items for Approval		
3.1.	Quarter 2 Plan		Alison Ramsey
	 SSPC Operational Plan update - 23 July.pdf	(5 pages)	
	 Operational Plan Qtr 2 FINAL without embedded.pdf	(53 pages)	
3.1.1.	Planning and Response Group		Peter Stephenson
	 P&R Group Summary.pdf	(8 pages)	
3.1.2.	Adapt and Future Change Group		Alison Ramsey
	 SSPC Adapt and Future Change group paper - 23 July.pdf	(3 pages)	

	Appendix A_Roadmap update.pdf	(1 pages)
	Appendix B_FINAL Questions to ask our Customers.pdf	(5 pages)
	Appendix C_Lessons Learnt.pdf	(7 pages)
	Appendix D_Staff Survey.pdf	(32 pages)



3.2. Laundry PBC

Anouska Huggins -

	Laundry SSPC JULY Final.pdf	(7 pages)
	PBC in one slide.pdf	(1 pages)
	15.07.20 - Consultation Response.pdf	(10 pages)

3.3. Temporary Medical Unit

Neil Frow

	Temporary Medicines Unit SSPC Paper 16 07 20 v1.0.pdf	(5 pages)
	Technical Agreement UHB and TMU V3 16 07 2020.pdf	(9 pages)





3.4. Single Lead Employer- Update

Gareth Hardacre

	SLE update - SSPC JULY 20 Paper (002).pdf	(4 pages)
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3.4.1. Single Lead Employer SLA

Gareth Hardacre

	NWSSP Committe Report - Expansion of SLE Management Arrangements - July 20.pdf	(6 pages)
	Appendix A - SLA Employment Management Agreement between NWSSP-Health Board final.pdf	(50 pages)
	Appendix B - NHS Wales Shared Services Partnership and commercially privately owned Pharmacies .pdf	(62 pages)
	Appendix C - Employment Management Agreement Final Dental.pdf	(65 pages)
	Appendix D - SLA Employment Management Agreement between NWSSP-HEIW.pdf	(43 pages)
	Appendix E.pdf	(3 pages)

3.5. Amendment to Standing Orders

Peter Stephenson

	SSPC Review of Standing Orders 23072020.pdf	(5 pages)
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3.6. Service Level Agreements

Peter Stephenson

	SLA Cover Paper.pdf	(3 pages)
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4. Project Updates

4.1. Medical Examiner

Neil Frow

	SSPC Medical Examiner Update.pdf	(4 pages)
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4.2. PMO Highlight Report

Andrew Butler

	PMO Flashreport.pdf	(2 pages)
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5.	Governance, Performance & Assurance		
5.1.	Finance & Performance Report		Andrew Butler
	<div>  <div>SSPC Finance and Corporate Services July 20 FINAL.pdf</div> </div>	(22 pages)	
5.2.	Corporate Risk Register		Peter Stephenson
	<div>  <div>SSPC Corporate Risk Register July 2020.pdf</div> </div>	(4 pages)	
	<div>  <div>Corporate Risk Register 20200713.pdf</div> </div>	(6 pages)	
6.	Items for Information		
6.1.	Finance Monitoring Reports		Andrew Butler
	<div>  <div>Monitoring Return Commentary Month 1 NWSSP 2020-21 FINAL.pdf</div> </div>	(5 pages)	
	<div>  <div>Monitoring Return Commentary Month 2 NWSSP 2020-21 FINAL.pdf</div> </div>	(6 pages)	
	<div>  <div>Monitoring Return Commentary Month 3 NWSSP 2020-21 FINAL.pdf</div> </div>	(7 pages)	
	<div>  <div>M3 MR Table - Risks.pdf</div> </div>	(1 pages)	
	<div>  <div>M3 MR Table - Forecast.pdf</div> </div>	(1 pages)	
	<div>  <div>M3 MR Table - Table A.pdf</div> </div>	(1 pages)	
6.2.	Audit Committee Highlight Report		Peter Stephenson
	<div>  <div>30062020 SSPC Audit Committee Assurance Report.pdf</div> </div>	(5 pages)	
7.	Any Other Business		

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Andrew Butler



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2020-21 FINAL.pdf

(5 pages)



Monitoring Return Commentary Month 2 NWSSP
2020-21 FINAL.pdf

(6 pages)



Monitoring Return Commentary Month 3 NWSSP
2020-21 FINAL.pdf

(7 pages)



M3 MR Table - Risks.pdf

(1 pages)



M3 MR Table - Forecast.pdf

(1 pages)



M3 MR Table - Table A.pdf

(1 pages)

6.2. Audit Committee Highlight Report

Peter Stephenson



30062020 SSPC Audit Committee Assurance
Report.pdf

(5 pages)

7. Any Other Business



NHS WALES SHARED SERVICES PARTNERSHIP COMMITTEE

MINUTES OF MEETING HELD TUESDAY 21 MAY 2020

10:00 – 12:00

Meeting held on Skype

Part A - Public

ATTENDANCE	DESIGNATION	ORGANISATION
ATTENDEES:		
Margaret Foster (MF)	NWSSP Chair	NWSSP
Neil Frow (NF)	Managing Director	NWSSP
Andy Butler (AB)	Director of Finance & Corporate Services	NWSSP
Gareth Hardacre (GH)	Director of Workforce & OD	NWSSP
Alison Ramsey (AR)	Deputy Director of Finance	NWSSP
Peter Stephenson (PS)	Head of Finance & Business Improvement	NWSSP
Peter Elliott (PE)	Project Manager	NWSSP
Steve Ham (SH)	Trust Chief Executive	Velindre
Chris Turley (CT)	Director of Finance	WAST
Geraint Evans (GE)	Director of Workforce & OD	Aneurin Bevan
Bob Chadwick (BC)	Executive Director of Finance UHB (part of meeting)	Cardiff & Vale
Hazel Robinson (HR)	Director of Workforce & OD	Swansea Bay
Huw Thomas (HT)	Director of Finance	Hywel Dda UHB
Hywel Daniel (HD)	Interim Director of Workforce & OD	CTM UHB
Phil Bushby (PB)	Director of People and Organisational Development	PHW
Peter Hopgood (PH)	Director of Finance & IT Services	Powys THB
Steve Elliot (SE)	Deputy Director of Finance	Welsh Government
Sue Hill (SUH)	Director of Finance	BCUHB
Gareth Price (GP)	Personal Assistant	NWSSP

Item		Action
1. STANDARD BUSINESS		
1.1	Welcome and Opening Remarks The Chair welcomed Committee members to the May 2020 Shared Services Partnership Committee meeting.	
1.2	Apologies Apologies were received from:	

Item		Action
	<ul style="list-style-type: none"> • Eifion Williams, Director of Finance: HEIW • Huw George, Director of Finance ,PHW • Darren Dupre: Unison 	
1.3	Declarations of Interest No declarations were received.	
1.4	Minutes of Meeting held on 16th January 2020 Draft Minutes of meeting held on 16 th January 2020 were reviewed and accepted with no issues raised.	
1.5	Matters Arising from Meeting on 16th January 2020 All actions to be discussed are complete.	
2. COVID-19 Update		
2.1	General Update AB indicated to the Committee that a number of requests had been received from Finance Directors requesting information regarding the business continuity arrangements in place at Shared Services. Consequently a summary report was created and provided through the Directors of Finance group and has since been updated for the Committee. Prior to COVID 19 NWSSP had already established comprehensive business continuity plans for each directorate in response to a variety of scenarios, including a pandemic. Following the outbreak, the NWSSP Planning and Response Group was set up. This group comprises the senior management team, plus trade union and communications representation, and has met on a regular basis to develop the NWSSP response to COVID19 and to oversee the return to business as usual, recognising that 'normal' may be very different from how things were previously. Due to the continuity plans, significant investment in technology, and the dedication of the staff to work long hours in demanding circumstances, all core services have been delivered and quality maintained throughout. HT expressed his gratitude (which was reiterated by those present) to Shared Services and the staff for the hard work and dedication in very difficult circumstances. He did enquire about PPV services, which he understood had been stood down and also that PCS would not be issuing the annual reports to each Audit Committee for this	

Item		Action
	<p>service. NF replied that while the service may have been stood down in recent months due to the pandemic, there was no reason why Annual Reports could not still be produced and as far as he was aware, this was still the plan. NF would check the position with Dave Hopkins in PCS and confirm the position to HT (Later confirmed that Annual PPV Reports would still be produced).</p>	
2.2	<p>Workforce Update</p> <p>GH shared with the Committee the data surrounding COVID19 and how it affected the Shared Services workforce. The number of COVID19 related absences continues to reduce, down to 197 in the last week. The number of staff self-isolating has also reduced from 171 to 162.</p> <p>GH conveyed to the Committee that what is not shown in the report is the flexibility of staff in dealing with the challenges presented. Some staff have been on rotation in an office environment and some in isolation. The flexibility provided has received positive feedback from staff, and Workforce are now looking at how they can maintain this going forward</p> <p>Before the pandemic a pilot was already in place at Shared Services to look at Mental Health Wellbeing. This pilot provided staff with access to Mental Health first aiders throughout the organisation. This service has been stepped up during the pandemic and has been very much appreciated by staff.</p> <p>Summarising both papers, the Committee were interested to hear of the role of the Recovery Group, chaired by AR, in returning services to some degree of normality. It was agreed that it would be helpful for a paper from the Recovery Group to be submitted to the July Committee, setting out how things have changed, the lessons learned, and what NWSSP might be able to do differently for Health Boards in the future.</p>	AR
3. Chair/Managing Director's Report		
3.1	<p>Chair's Report</p> <p>The Chair expressed gratitude to NWSSP staff in being able to continue to provide a high quality service during a national emergency.</p>	
3.2	Reappointment of Chair	

Item		Action
	<p>MF left the call at this point, and HT took over the Chair. MF's term of office ends at the end of November 2020, and as this is the 2nd four-year term, there would usually be no option to extend. However, the current situation has meant that Welsh Government will not be making any public appointments until at least September, which does not provide sufficient time for recruitment of a new Chair. GH therefore presented the application to extend the tenure of the chair for a further year to November 30, 2021. The proposal has been informally discussed with Welsh Government who are supportive, although they need to enact the relevant amendments to existing legislation. The Committee approved the 12 month extension, subject to the legislation being passed.</p> <p>MF was then asked to rejoin the meeting and took back the Chair from HT.</p>	
3.3	<p>Managing Director's Update</p> <p>NF was pleased to convey that staff have responded very effectively to the difficult challenges faced by the organisation. The majority of the main services have not been stood down and Shared Services have continued to operate at all times.</p> <p>NF also wished to recognise the excellent cooperation from key stakeholders, such as the Velindre Board and Welsh Government during the recent outbreak. The vital support and quick responses to difficult decisions have helped to maintain sufficient PPE supplies in a very difficult and competitive market. A formal request has been received from the Welsh Local Government Association asking for an agreement regarding the procurement and distribution of PPE products to them. NWSSP will respond positively to this request, as long as all the appropriate funding is in place.</p> <p>The financial position of NWSSP at year-end was a surplus of £11k. The 2019/20 Capital Expenditure Limit of £3.068m was utilised in full.</p> <p>The Welsh Risk Pool outturn was in line with the target agreed with Welsh Government although for the first time the risk sharing agreement had been invoked.</p> <p>HR noted that some of the ambitions in the Shared Services IMTP rely on Trusts and Health Boards' cooperation. As organisations deal with their own "recovery" from COVID-19, it may be some</p>	

Item		Action
	<p>time before they are in a position to support NWSSP, and therefore this will slow progress in achieving the IMTP.</p> <p>NF had attached an appendix to his report that detailed the achievements of NWSSP in recent months. MF asked all present to share this with their Boards.</p>	
4. Items for Approval/Endorsement		
4.1	<p>Temporary Medical Unit</p> <p>NF introduced this paper, and Peter Elliott from the PMO provided the detail.</p> <p>The Medical Directors of the Health Boards and Trusts, together with the Chief Pharmacists, have drawn up a list of the Top 12 Injectable Medicines for the COVID-19 outbreak. Welsh Government has requested an immediate increase in pharmaceutical capacity for syringe filling of the Top 12, in order to reduce the amount of drawing up being carried out by nurses. The Chief Pharmacists Group (CPG) have proposed that additional capacity should therefore be provided on an All Wales basis, including a Temporary Medicines Unit in South Wales (a syringe filling machine is already in use in North Wales), and strategic control of key materials on an All Wales basis.</p> <p>These activities are seen as comprising a Pharmacy Technical Service (i.e. supply activity), rather than Clinical Pharmacy and legal advice provided confirmed that such a service falls within the definitions of shared services within the regulations. Welsh Government approached NWSSP in April to provide project management expertise and to design and implement an operational Temporary Medicines Unit in South Wales. Options papers regarding the proposed service model were presented by the Project Team to the Chief Pharmacists Group (CPG) in the following weeks. Various options were considered and the preferred option is to use the space at the National Distribution Centre (IP5) with a 'Pop-up' Cleanroom.</p> <p>The build period is assessed as being four weeks from award of contract, followed by two weeks of validation. The service could therefore become operational by early July 2020 and would form an additional service offering from NWSSP to Health Boards and Trusts in line with the existing governance and risk sharing mechanisms. Both options in delivering a section 10 or fully licensed Unit will be taken forward as part of the set up process as</p>	

Item		Action
	<p>agreed by the Committee and it is expected that the associated funding will be confirmed by Welsh Government in the next couple of days. The primary focus of this investment is meeting the expected second peak in demand for COVID medicines. The investment in the site at IP5 has been scoped such that the “pop up” facility does not obstruct the identified candidate site for the main TRAMS medicines hub.</p> <p>Questions were raised on whether this was a clinical service, but NF reiterated that this was a technical service which could therefore fall into the remit of NWSSP to supply. Discussions took place in respect of the governance of the TMU operation, and these were acknowledged by NF who highlighted that work was already underway to support these arrangements to meet any regulatory requirements. He also emphasised that the drugs in question would only be used at this point within the Health Boards as they related to mainly intensive care environments and all clinical decisions would be made outside of the TMU. NF emphasised that Welsh Government were eager for the facility to be established as quickly as possible as it was directly related to preparedness for COVID and a possible second wave. It was agreed that any perceived operational governance matters would be addressed in tandem with the build and in place prior to any drugs being supplied to patients.</p> <p>The Committee were therefore content to approve the setting up of the TMU service, subject to:</p> <ul style="list-style-type: none"> • Funding being received as expected from Welsh Government; and • CPG endorsement of the governance arrangements, prior to any medicine being supplied. 	
4.2	<p>Updated SOs and SFIs</p> <p>AB presented the paper detailing a number of proposed changes to SOs and SFIs for NWSSP. These amendments also included some temporary increases in delegated limits of senior staff to incur expenditure in relation to COVID-19. The proposals also included introducing a higher delegated limit of £1million for expenditure incurred in respect of All Wales contracts.</p> <p>The Committee approved the suggested amendments to the SOs and SFIs.</p>	
4.2.1	Change to Scheme of Delegation - Existing Liabilities GMPI	

Item		Action
	<p>AR presented the paper which recognises the instruction from Welsh Government for NWSSP to take on responsibility for the function of oversight of the Existing Liabilities Scheme (ELS) and certain claims handling responsibilities to be undertaken by the Medical Protection Society and Medical and Dental Defence Union of Scotland.</p> <p>The Committee approved the proposed change to the Scheme of Delegation.</p>	
4.2.2	<p>Declarations of Interest - Single Tender Actions</p> <p>The Committee approved a paper setting out revisions to the process for seeking declarations of interest in the case of direct awards of contract to suppliers. This is relevant in terms of where contracts have been placed with suppliers under direct award due to extreme urgency, in line with Regulation 32(2)(c) of Public Regulations 2015 and Cabinet Office Procurement Policy Note – Responding to Covid-19.</p>	
4.3	<p>Once for Wales Concerns Management Database - Funding Split</p> <p>The Committee approved a paper setting out proposals for the recharging of the additional costs associated with the upgraded database.</p>	
5. Project Updates		
5.1	<p>Laundry Services</p> <p>A report produced by the Programme Management Office was provided to the Committee. The purpose of the report was to update the SSPC on the All Wales Laundry Services Programme.</p> <p>NF informed the Committee that an agreement is in place to extend the consultation agreement, due to delays as a result of COVID-19. The consultation process will now run to 30 June 2020 with an intention to transfer the staff into NWSSP on 1 April 2021 to take into account COVID, possible second waves and winter pressures.</p> <p>The Committee noted the progress made to date within the business case process and endorsed the extension to the timescales as outlined in the supplied paper and approved the extension to the possible TUPE of staff to April 2021</p>	

Item		Action
5.2	<p>Single Lead Employer</p> <p>The paper supplied by Workforce updates Committee members on the progress in expanding the Single Lead Employer Model.</p> <p>The Committee agreed the proposal that pending the development and finalisation of an agreed contractual and governance framework for all medical trainees employed in the NWSSP Single Lead Employer model, the existing arrangements, principles, Service Level Agreements and governance framework agreed for Speciality GP Trainees employed by NWSSP can apply.</p>	
5.3	<p>NHAIS</p> <p>An update was provided confirming that development of the new or upgraded systems for GMS (payments to GPs), GOS (payments to Opticians) and PCRM (the Primary Care Registration Module) remain on track for completion within required timescales.</p>	
6. Governance, Performance & Assurance		
6.1	<p>Finance & Performance Report</p> <p>The Committee noted that NWSSP had achieved a surplus of £11k after redistributing savings of £2m to Health Bodies and Welsh Government. The capital expenditure limit of just over £3m was also met. All other financial targets had been met. It was also highlighted that the vast majority of key performance indicator targets had been achieved during the year in spite of COVID</p>	
6.2	<p>Annual Governance Statement</p> <p>The Committee endorsed the final statement for approval at the June Audit Committee. The statement is positive, with a reasonable Head of Internal Audit rating, and includes the suggested wording from Welsh Government relating to COVID-19.</p>	
6.3	<p>Corporate Risk Register</p> <p>The Committee noted that there were two red risks on the register relating to the replacement of the NHAIS system and to the need to replace the Ophthalmic Payments system by September 2020 where work is on-going to develop an in-house system but contingency arrangements are in place to cover any delays. The Committee were also provided with the separate COVID-19 Risk Register, detailing a number of specific risks relating to the</p>	

Item		Action
	pandemic. All of these risks are currently being successfully managed.	
6.4	Issues and Complaints Annual Report The Committee noted a small rise in the overall number of complaints and in the time taken to respond to them. However, the Committee were reassured that overall performance in this area is closely monitored by the SMT on a quarterly basis.	
7. Items for Information		
7.1	Finance Monitoring Reports The reports for January, February and March 2020, were provided for information.	
7.2	Audit Committee Highlight Report The report for the April 2020 Audit Committee was provided for information.	
8. ANY OTHER BUSINESS		
8.1	No issues were raised.	
DATE OF NEXT MEETING: Thursday, 23 July 2020 from 10:00-13:00 NWSSP Boardroom HQ, Charnwood Court, Nantgarw / By Skype (As appropriate)		

Item 1.5

ACTION LOG

SHARED SERVICES PARTNERSHIP COMMITTEE (SSPC)

UPDATE FOR 23 JULY 2020 MEETING

List No	Minute Ref	Date	AGREED ACTION	LEAD	TIMESCALE	STATUS JULY 2020
1.	2020/05/2.2	May 2020	Workforce Update Paper on Recovery Group (now called Adapt and Future Change Group) to be presented to SSPC.	AR	July 2020	Complete Paper on agenda.



The report is not Exempt

Teitl yr Adroddiad/Title of Report

Managing Director's Report

ARWEINYDD: LEAD:	Neil Frow – Managing Director
AWDUR: AUTHOR:	Peter Stephenson, Head of Finance & Business Development
SWYDDOG ADRODD: REPORTING OFFICER:	Neil Frow – Managing Director
MANYLION CYSWLLT: CONTACT DETAILS:	Neil.frow@wales.nhs.uk

**Pwrpas yr Adroddiad:
Purpose of the Report:**

To provide the Committee with an update on NWSSP activities and issues since the last meeting in May.

Llywodraethu/Governance

Amcanion: Objectives:	To ensure that NWSSP openly and transparently reports all issues and risks to the Committee.
Tystiolaeth: Supporting evidence:	-

Ymgynghoriad/Consultation :

Shared Services Partnership Committee

Adduned y Pwyllgor/Committee Resolution (insert ✓):

DERBYN/ APPROVE		ARNODI/ ENDORSE		TRAFOD/ DISCUSS	✓	NODI/ NOTE	✓
Argymhelliad/ Recommendation	The Partnership Committee is to NOTE and DISCUSS the report.						

Crynodeb Dadansoddiad Effaith: Summary Impact Analysis:	
Cydraddoldeb ac amrywiaeth: Equality and diversity:	No direct impact.
Cyfreithiol: Legal:	No direct impact.
Iechyd Poblogaeth: Population Health:	No direct impact.
Ansawdd, Diogelwch a Profiad y Claf: Quality, Safety & Patient Experience:	No direct impact.
Ariannol: Financial:	No direct impact.
Risg a Aswiriant: Risk and Assurance:	This report provides an assurance that NWSSP risks are being identified and managed effectively.
Safonau Iechyd a Gofal: Health & Care Standards:	Access to the Standards can be obtained from the following link: http://www.wales.nhs.uk/sitesplus/documents/1064/24729_Health%20Standards%20Framework_2015_E1.pdf .
Gweithlu: Workforce:	No direct impact.
Deddf Rhyddid Gwybodaeth/ Freedom of Information	Open

Introduction

This paper provides an update into the key issues that have impacted upon, and the activities undertaken by, NWSSP, since the date of the last meeting in May.

Financial Position

At the last Committee I reported that NWSSP had achieved a small surplus of £11k for the 2019/20 financial year. The accounts have now been formally audited by Audit Wales and the position confirmed. This has been separately reported to the Velindre University NHS Trust Board and to the NWSSP Audit Committee. The current position for 2020/21 records an underspent position on the basis that we are fully funded by Welsh Government for all COVID related expenditure.

Quarter 2 Plans

The Quarter 2 plans and all supporting appendices were sent to all SSPC members in a series of e-mails on 6th July. This will be the subject of a separate agenda item within the Committee meeting but in summary, Q2 presents in many ways an even greater challenge than Q1, as we aim to evaluate the new ways of working we have adopted quickly, re-focus on our planned service improvements for 2020-21, enable our staff to take a well-earned break, whilst planning with our customers for a potential second peak to COVID-19. We are well placed to meet the challenge but we are seeking confirmation on a number of revenue and capital funding streams to help us achieve our aims for the year ahead. A meeting with Welsh Government Officials has been scheduled for the 29th July 2020 to discuss our Q2 submission.

COVID-19

Since the start of the COVID-19 crisis, NWSSP have been able to deliver over 200m items of PPE to front line staff in NHS Wales and in Social Care. Staff across NWSSP have worked extremely hard to keep sufficient stocks of PPE available to meet demand and this is continuing as we move towards potential 2nd and 3rd waves of COVID 19 and the usual winter pressures. In anticipation of this, over 600m additional items of PPE are currently on order and, when delivered, will put us in a very strong position to be able to continue to meet demand going forward.

Staff surveys have been recently undertaken in the light of the pandemic, with a slightly different focus depending upon whether staff had largely continued to come in the office or stores, and those that had been working remotely from home. The results of both surveys are very positive, but there are some lessons to take forward. A customer survey is also shortly to be issued to external stakeholders, including the members of the Partnership

Committee. This will focus on NWSSP's response to the pandemic, and whether we have maintained sufficient communication, quality of service, and productivity and responsiveness. It will also examine how we have innovated and made use of technology to maintain and develop services, and whether there are any further changes that our customers would like us to make.

Adapt and Future Change Group

There is a separate update on the agenda but the Adapt & Future Change Group (A&FCG) are tasked with overseeing the return to business-as-usual while not losing the benefits that the response to the pandemic has brought. Action plans drawn up as a result of the Staff Survey reported above are being monitored by the A&FCG, which is chaired by the Deputy Director of Finance, Alison Ramsey. While the message to all our staff is for them to continue to work from home where they are able to, there has also been a significant focus on ensuring that our offices and other work premises are safe and welcoming for those increased numbers of staff that are likely to return to the workplace in the coming weeks and months. Appropriate signage is up in all NWSSP sites and space plans have been drawn up by Specialist Estates experts so that there is clarity on the numbers of staff that can be accommodated safely in specific areas and in accordance with the 2m legislation. Information booklets and videos have been produced with the involvement of Trade Union colleagues so that all staff know what to expect when returning to their usual place of work. At the same time, there is a real desire to not just revert to the old ways of working but to reap the benefits from the lessons of recent months.

Medical Examiner Service

An update paper is provided separately on the agenda but in summary the impact of COVID 19 meant that the implementation timeframe had to be suspended in March, with Medical Examiner Service capacity at that point diverted to support Health Boards manage the impact of the disease on the death certification process. July 2020 has seen the re-start of implementation plans, with a foreshortened recruitment process in place aimed at retaining the original aim of a fully functioning service scrutinising all deaths not referred directly to the Coroner from 1st April 2021.

Single Lead Employer

A separate paper is included on the agenda to provide an update on progress and to seek the Committee's approval for the Service Level Agreement to cover this service.

Temporary Medical Unit

A separate paper is included on the agenda which provides an update on the governance arrangements and provides the Committee the opportunity to discuss any additional assurances required by Velindre NHS University Trust in their role as the host organisation for NWSSP.

Laundry Service

The Programme Business Case for the Laundry Service is included as a separate agenda item for approval by the Committee.

IP5

The establishment of specialist laboratories in IP5 continues and NWSSP have been working with both Public Health Wales and the Department of Health & Social Care to support the construction of the laboratories on the 1st floor. The principles behind these developments have been agreed by the IP5 Project Board. Leases and memorandums for the occupation are currently being drawn up and implemented to govern the arrangements that cover the occupation of the building for this purpose.

NHAIS

The replacement system for making GP Payments is making good progress in a number of areas. There have been some delays on the technical schedule, but it is anticipated that the project will get back on track shortly. The projected completion date for this project is 31 October 2020. For the separate replacement system for payments to Opticians, testing of claims processing is on-going and delivery of system still planned for end of September. We are currently working with NHS Digital on the work package to support implementation of both solutions and agree decommissioning timetables to support new system implementation plans. There are no additional risks to our programme due to the further slippage in the roll-out of the new systems across NHS England.

Audit & Assurance

All 2019/20 annual opinions have been issued and presented to Audit Committees. Revised plans for 2020/21 have been agreed by Audit Committees and work is underway at all health bodies. We recognise that plans are likely to change again depending on the continued impact of COVID-19 and we will continue to be flexible and work with health bodies to agree any further changes that will need to be made.

At all Health bodies we are undertaking a short review of COVID-19 governance arrangements, and we are working closely with Audit Wales (by sharing documents, findings and conclusions as we go and colleagues from Audit Wales are joining us at a number of interviews – mainly with Chairs

and Chief Executives) to minimise any duplication this work may have with their Structured Assessment work.

The Director of Audit & Assurance is also working with a small sub-group of Board Secretaries to:

- monitor and support the delivery of the 2020/21 audit programmes and agree any changes that might need to be made to the audit methodology if there are further COVID-19 implications on audit plans; and
- support the delivery of Internal Audit's strategic approach over the coming years including the introduction of 'value added' key performance indicators.

Audit Committee

The NWSSP Audit Committee was held on 30 June and the assurance report relating to this meeting is included on the agenda for information. As previously stated the accounts have been approved and signed off by the auditors with no issues, and similarly the Head of Internal Audit opinion was reasonable with no limited or no assurance internal audit reports received in-year.

Employment Services

As mentioned at the May Committee, Paul Thomas our Director of Employment Services, has notified us of his planned retirement with effect from the 31st of October. Paul has led our Employment Services team with admirable commitment over the years, and I am sure you will join me in wishing Paul a healthy and lengthy retirement – albeit that he will be with us for a few months yet.

Paul's departure provides the opportunity to strategically realign the Employment Services portfolio formally under the direction and leadership of our Workforce Director Gareth Hardacre. As the service has developed, there is now a clear link from a strategic and operational point of view through the WOD's peer group, which will help align and further develop the services that we deliver to health boards, trusts and their teams across Wales. This will allow us to maximise the opportunities for a more joined up approach internally to the challenges that we face as an organisation, as we move forward in a more agile and digital world. This will also allow for better engagement in the development of the next phase of the IMTP for NWSSP and the service.

**Neil Frow,
Managing Director, NWSSP,
July 2020**

MEETING	Shared Services Partnership Committee
DATE	23 July 2020
AGENDA ITEM	TBC
PREPARED BY	Alison Ramsey, Deputy Director Finance & Corporate Services
PRESENTED BY	Alison Ramsey, Deputy Director Finance & Corporate Services
RESPONSIBLE HEAD OF SERVICE	

TITLE OF REPORT

2020-21 Operational Plan update

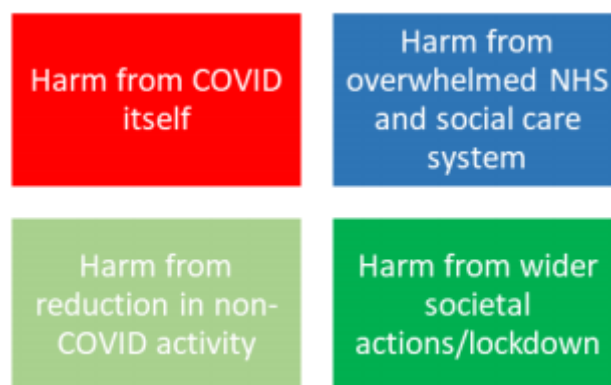
PURPOSE OF REPORT

The purpose of this report is to discuss the Q2 plan submission with SSPC members, and also to consider our planning approach for the remainder of 2020-21 and look ahead to 2021-22.

1. BACKGROUND

Our three year IMTP was approved by the Shared Services Partnership Committee (SSPC) and submitted to the Welsh Government in January 2020.

As part of its response to the COVID19 pandemic the Welsh Government has agreed to adopt shorter planning cycles for 2020-21. It has produced an indicative Operating Framework which was revised in Q2 and now looks ahead for the rest of the year. The framework is based on a 'proceed with caution' approach and will continue to focus on the four harms:



NWSSP was not required to submit a Q1 plan, but we were required to submit a Q2 plan as attached.

The steer from Welsh Government is that a dual track approach is required to planning with 'Business As Usual' services needing to coexist with and address the challenges of COVID-19 for some time to come, until a vaccine is developed. This approach requires a continued focus on new ways of working, making it essential that we retain the agile and flexible approach used to respond to the challenge of COVID-19 itself. However this is also an opportunity to align the 'new normal' with the ambition and direction set out in A Healthier Wales.

The underlying approach for Quarter 2 is to continue to proceed with caution. The focus remains on essential NHS services, with the introduction of routine services continuing to be a matter for local determination based on an assessment of safety, workforce, capacity, clinical support requirements and risks for patients.

A meeting with Welsh Government to discuss our Q2 plan is scheduled to take place on 29 July 2020.

We are also seeking access to the Q2 plans of the other NHS bodies to inform our future submissions.

Q2 plan

In common with other health bodies the past three months have proved to be particularly challenging and have required our staff to work long hours and flexibly to, maintain business continuity and to meet the additional demands placed by the Service. Furthermore, it has required us to actively review governance processes to facilitate rapid but safe decision-making.

Notwithstanding this, all core services have been delivered while the majority of KPIs have been achieved and quality has been maintained throughout. In particular staff have adapted well to the new ways of working which in turn have in some areas led to real improvements in productivity.

The key messages in our submission were:

- We have not stood down any of our core services during the period and performance levels have been maintained.
- We have adapted quickly to the needs of the NHS in Wales; solution focussed and dynamic in our response.
- We continue to forecast a breakeven outturn for 2020/21; this includes a significant increase in the level of income and expenditure in 2020/21 compared with our IMTP.
- We have adopted a number of new ways of working. The most significant of which in terms of scale, risk and cost has been providing PPE supplies to the wider healthcare areas: social care, funeral directors and the four family practitioner areas.
- We revised our Scheme of Delegation to facilitate rapid decision making and maintain sound governance, particularly to secure supplies of priority stocks including oxygen, PPE, ventilators and beds.
- We moved the majority of our workforce to a home working model within a few weeks, and our ICT infrastructure has proved to be resilient.
- We have brought forward a number of planned initiatives that were included in our IMTP: roll-out of Office 365, adoption of agile working and a review of our contact centres.
- We have postponed the consultation and TUPE process for the Laundry service programme to avoid disruption to planning for winter pressures and a potential second peak of COVID-19 is not affected.
- We paused the Medical Examiner service programme, but this has resumed from 1 July.

Q2 presents in many ways an even greater challenge, as we aim to evaluate the new ways of working we have adopted quickly, re-focus on our planned service improvements for 2020-21, enable our staff to take a well-earned break, whilst planning with our customers for a potential second peak to COVID-19. We are well placed to meet the challenge but we are seeking confirmation on a number of revenue and capital funding streams to help us achieve our aims for the year ahead.

Quarter 3 and 4 combined plan

At the time of writing this report, it is likely that a combined Q3 and Q4 plan will be required to be submitted to Welsh Government by early September 2020.

This will require all Divisions to review again their planning assumptions and submissions in the Q2 plan for accuracy and reasonableness. We will also plan to take account of the feedback from our customer survey which is running during July.

At our SMT meeting scheduled for 30 July 2020 we intend to discuss:

- key milestones we can measure against at the end of Q3 and then at end of Q4.
- Access to data in terms of indicative demand and capacity numbers.

We are scheduled to meet with the Finance Delivery Unit to discuss the Q2 planning assumptions as well as a detailed review of our Month 3 Monitoring Return, and capital investment plans on 21 July 2020.

Quarterly reviews

We will retain our internal Quarterly review process for 2020/21, but we may require additional monitoring meetings in-between these scheduled meetings.

Quarter 1 review meetings are scheduled with Divisions from 20 – 30 July 2020.

2021-22 Annual plan

Welsh Government has yet to issue planning guidance for 2021-2024. However there is an indication that a one year operational plan may be required for 2021-22; and not a three year IMTP.

We will therefore begin our planning process for next year ASAP. It is proposed we adopt a three way approach:

- 1) Utilise the 10 September Informal SMT to discuss key priorities for 2021-22; and agree some overarching planning principles.
- 2) Arrange an informal discussion session with SSPC members and SMT members for September/October.
- 3) Divisions to start scheduling their local arrangements at an operational level with health board colleagues and key stakeholders to develop operational plans now.

Business partners from Workforce and Finance will help support the development of divisional plans.

There remains the need to focus on:

- Continuous Improvement; and
- Service Development.

Future years

NWSSP has made significant progress in recent years to produce a robust three year integrated plan. It is still likely that we will for internal purposes require an indicative plan from Divisions for 2022-23 and 2023-24.

2. RECOMMENDATION

Committee Members are asked to:

- Note the revised planning arrangements for 2020-21 set down by the Welsh Government including the requirement for the Q2 plan to be published on our NWSSP website.
- Discuss and **Approve** the Q2 plan submitted to Welsh Government on 3 July 2020.
- Note the proposed way forward to develop the combined Q3 and Q4 2020-21 submission and indicative approach to develop the 2021-22 Annual Plan.
- Consider the value of an informal discussion between SSPC members and SMT members in September/October.

NHS Wales Shared Services Partnership

Operating Framework at Quarter 2 (2020/21)

July 2020



Overview

This Plan sets out the NHS Wales Shared Services Partnership (NWSSP) Quarter 2 (Q2) response with respect to COVID-19 on our three year IMTP. We have structured our response broadly in line with the Welsh Government (WGovt) NHS Wales COVID-19 Operating Framework (the Framework) under the following headings:

- Test, Trace and Protect Plans.
- Progress update on compliance with Essential Services and key quality and safety issues.
- Progress on implementation of guidance on infection prevention and control, including environmental factors and social distancing.
- Refreshed surge capacity plans based on updated modelling assumptions – to include NHS surge as well as ongoing requirements for field hospitals and independent sector facilities.
- Update on unscheduled care and planning for winter preparedness.
- Progress update regarding routine services, including paediatrics.
- Workforce plans including use of additional temporary workforce.
- Support plans for care homes and social care interface.
- Financial implications
- Risks to delivery and mitigations.
- Mechanisms for stakeholder engagement, including staff side and Community Health Councils

There are a number of service areas particular to NWSSP that are not explicitly covered by the Framework. We have incorporated these into this response as a best fit under the above headings, to ensure they are identified as part of the wider planning assumptions of WGovt and colleagues across NHS Wales. And also to ensure they form part of the consideration for funding decisions for the financial year.

Key messages

- We have not stood down any of its core services during the period and performance levels have been maintained.
- We have adapted quickly to the needs of the NHS in Wales; solution focussed and dynamic in our response.
- We continue to forecast a breakeven outturn for 2020/21; this includes a significant increase in the level of income and expenditure in 2020/21 compared with our IMTP.
- We have adopted a number of new ways of working. The most significant of which in terms of scale, risk and cost has been providing PPE supplies to the wider healthcare areas: social care, funeral directors and the four family practitioner areas.
- We revised our Scheme of Delegation to facilitate rapid decision making and maintain sound governance, particularly to secure supplies of priority stocks including oxygen, PPE, ventilators and beds.
- We moved the majority of our workforce to a home working model within a few weeks, and our ICT infrastructure has proved to be resilient.
- We have brought forward a number of planned initiatives that were included in our IMTP: roll out of Office 365, adoption of agile working and a review of our contact centres.
- We have postponed the consultation and TUPE process for the Laundry service programme to avoid disruption to planning for winter pressures and a potential second peak of COVID-19 is not affected.
- We paused the Medical Examiner service programme, but this has resumed from 1 July.

In common with other health bodies the past three months have proved to be particularly challenging and have required our staff to work long hours and flexibly to, maintain business continuity and to meet the additional demands placed by the Service. Furthermore, it has required us to actively review governance processes to facilitate rapid but safe decision-making. Notwithstanding this, all core services have been delivered while the majority of KPIs have been achieved and quality has been maintained throughout. In particular staff have adapted well to the new ways of working which in turn have in some areas led to real improvements in productivity.

Q2 presents in many ways an even greater challenge, as we aim to evaluate the new ways of working we have adopted quickly, re-focus on our planned service improvements for 2020-21, enable our staff to take a well-earned break, whilst

planning with our customers for a potential second peak to COVID-19. We are well placed to meet the challenge but we are seeking confirmation on a number of revenue and capital funding streams to help us achieve our aims for the year ahead.

What had we planned to achieve in 2020-21

Our original operational plan for 2020-21 was part of our IMTP 2020-23 and set out what our customers and partners needed, under six key themes:

- Supporting the delivery of sustainable Primary Care
- Enhancing service support and customer support
- Once for Wales opportunities for service delivery
- Sharing best practice and informing decisions
- NWSSP going from strength to strength
- Supporting major capital and transformation projects

A summary of what we had planned to achieve is set out below:

Key Theme	Aim	Simple changes	Being adventurous	Leading the Way
Supporting the delivery of sustainable Primary Care	We will help to create the environment for A Healthy Wales and to proactively support a modern primary care and social care system.	Utilise the same Lead employer general practitioner model. Assist in the promotion of the GP training scheme by attending various conferences and events in collaboration with Health Education and Improvement Wales (HEIW).	Expansion of the Optometry data warehouse to enable surveillance services to be deployed (Post Payment Verification) and to provide data to NHS Wales stakeholders to inform future service planning.	Expansion of Lead employer arrangement for pre-registration pharmacists, dental foundation trainees and core & specialist medical trainees over the period of the plan.

Key Theme	Aim	Simple changes	Being adventurous	Leading the Way
Enhancing service and customer support	We will aim to continuously improve the service we provide to our customers and partners that helps deliver better outcomes to their resident population and staff.	Increase the number of suppliers that we trade with across Wales utilising 2-way matching in Accounts Payable.	All Wales review of decontamination arrangements in relation to Central Sterile Services Department (CSSD), endoscopy and community and Primary Care dental services.	Build business intelligence and data analytics capability including development of hand held devices and integrated dashboards in Procurement and Health Courier Services. With further development across NWSSP, including Digital workforce solutions and as an organisational approach for performance reporting.
Once for Wales opportunities for service delivery	We will continue to explore opportunities for NHS Wales to achieve economies of scale, standardisation where appropriate and provide more cost-effective processes and high-quality services.	Study clinical waste capacity in the current market in order to establish options for satisfying the demands of NHS Wales in this regard including possible investment in an in-house incinerator facility.	Create a new Medical Examiner Service for Wales for improved patient safety and death certification accuracy.	We are supporting an All Wales project to scope possible reconfiguration of Pharmacy Technical Services (Transforming Access to Medicines - TRAMS).
Sharing best practice and informing decisions	We will continue to understand our customer's and partner's needs and to share best practice and opportunities for improvement with them.	Deliver All Wales Collaborative Bank pilot with view to wider adoption across Wales to allow cross-boundary working of Bank workers with the aim of delivering weekly pay and obtaining	Improved use of All Wales ESR Self Service functionality which meet the evolving needs of NHS Wales in line with changes to legislation. This includes: use of e-forms to support hire, termination and exit	Improve Counter Fraud Services Wales financial investigation resource. Share good practice with All Wales Local Counter Fraud Services to raise standards of investigation

Key Theme	Aim	Simple changes	Being adventurous	Leading the Way
		greater clarity on working time directives and contracted hours to improve patient care and safety.	questionnaires, appraisal & pay progression and talent management, empowerment of service users and managers; better reporting; efficient and standardised processes.	and increase sanctions across NHS Wales.
NWSSP going from strength to strength	We will continue to ensure that we are supporting our own staff, customers, and partners in the most effective and efficient way.	Achieve ISO27000 Information Security Accreditation.	Counter Fraud service Introduce the new CMS system (Clue 3) across NHS Wales, for improved case reporting and recording of sanctions.	Explore the use of robotics and informatics to develop an NWSSP data warehouse and subsequent Qlikview Reporting dashboard.
Support major capital projects	We will continue to support major capital projects by providing professional and technical advice to support NHS Wales.	Health Courier Services will develop an agreed national and local, financial and non-financial savings & reporting strategy Enabling Further savings and improvement opportunities.	Develop national warehousing & distribution model for NHS Wales (IP5) to maximise cost and process efficiencies to NWSSP and NHS Wales.	Implement an All Wales Laundry Service to provide an efficient, compliant and equitable Service for NHS Wales.

We remain on track to deliver these commitments over the next three years. The changes we have needed to make relate to a reprioritisation of timeframes; some plans we have needed to bring forward, and with the agreement of our customers and stakeholders, a small number of developments we have agreed to move back to 2021-22. We set out in the following sections a number of additional service developments and new ways of working that we are considering adopting for the longer term, which will require additional revenue and capital funding.

Grip and control arrangements

Our Planning and Response Group

In the initial phase of the pandemic, we established a Planning and Response Group which met weekly, chaired by the Managing Director and included all Directors, senior manager representation from all Divisions and staff side representation. The Planning and Response Group was established as part of our urgent response to the pandemic, and has provided effective governance over the approach taken by NWSSP in recent months. Key successes for NWSSP have been:

- Procurement and Supply Chain staff played a key role in ensuring that NHS Wales was provided with sufficient PPE in a very challenging and dynamic market;
- The Surgical Materials Testing Laboratory have had a critical role in ensuring that the equipment is safe to use;
- Many of the divisions were involved in helping support the set up and kit out of the new field hospitals;
- HCS staff collected and delivered tests so that staff were able to return to the front line as soon as possible;
- Recruitment staff helped to on-board both medical students and returners to aid the fight against COVID-19; and
- Behind the scenes, payrolls were still being run, legal advice dispensed, and suppliers and independent contractors continued to be paid.

The Planning and Response Group was stood down in the middle of June, however it is ready to be reinstated at very short notice to continue to support NHS Wales in delivering its services, in the event of a second peak to the pandemic.

A report relating to the role and outputs of the Planning and Response Group are attached as Appendix A.

Our Adapt and Future Change Group

Before standing down the Planning and Response Group, an Adapt and Future Change Group has been established to take forward the next phase of work. The primary aim of this group is to assist the NWSSP Senior Management Team to ensure that there is a clear and well-managed approach to moving forward post COVID-19 pandemic. To this end, the emphasis is on moving forward and not necessarily on 'going back' to the way things were.

The Group has agreed on the need to adopt a roadmap approach to provide staff and our customers with clarity on timescales and overarching direction of travel. There are four pillars to the Roadmap:



The Roadmap introduces the principle of regular checkpoints when our SMT will consider progress against a number of indicators and consider the views of key stakeholders before moving to the next stage. It is not anticipated that all proposed steps on the Roadmap are mutually dependent, but some maybe, and this will need to be identified and confirmed as part of future work.

A report on progress against the Roadmap was report to NWSSP SMT in June and is attached as Appendix B.

All Divisions within NWSSP have completed an assessment tool which addresses three key components:

- **Opportunities**

This aims to capture areas for development (the what), benefits realisation (the Why), planned action (the How), identification of a lead and initial assessment of resourcing. All Division representatives have been asked to take these opportunities and reflect them as part of the refresh of their operational plans. These responses have been incorporated in this report.

- **Issues**

This aims to capture the issues under the four pillars set out above, and to assess the consequence (the so what?). The Adapt and Future Change Group keeps the agreed actions against these issues under review, and updates the Issues Log accordingly.

- **Lessons learnt**

The lessons learnt log is a repository for lessons that apply to our COVID-19 response. Some lessons may originate from other Divisions and external organisations.

A summary of the key themes emerging from the Lessons Learnt exercise is attached as Appendix C.

This was reported to NWSSP SMT in June and includes planned further action.

Role of our Partnership Committee

We note the requirement for plans to be approved by Boards or appropriate Committee structures. The next meeting of our partnership committee (the SSPC) is scheduled for 23 July 2020; and this plan will be shared with members in advance, but approval by SSPC will fall outside the submission deadline of 3 July 2020.

We note the requirement to publish these plans on websites.

We provided the SSPC with a comprehensive update on our COVID-19 response to the meeting held on 21 May 2020; attached as Appendix D.

NWSSP Performance Management Framework

As part of our performance management framework, we hold individual quarterly reviews with our Divisions. In April 2020, in place of a focus on 2019-20 Quarter 4 activity, we reviewed the initial impact of COVID-19 on service delivery. This has helped to inform our Monthly Monitoring Return (MMR) assumptions. We plan to press ahead with our scheduled Quarter 1 review meetings with Divisions in July.

We have continued to report monthly to NWSSP SMT on workforce, service delivery and financial performance. All our customers will have received their 2019-20 Quarter 4 performance reports.

Test, Trace and Protect Plans

Our Procurement team has been supporting Public Health Wales (PHW) throughout the Covid-19 pandemic, in relation to the initial antigen testing requirements and the Test, Trace and Protect initiative. They have co-ordinated collaborative opportunities with partner agencies (e.g. Life Sciences Hub, DHSC) to overcome some of the hurdles and supply shortages of testing consumables during the outbreak.

Specifically, support has been provided in respect of sourcing both Antigen and Antibody reagents and consumables within Wales and local storage arrangements, and this has involved sourcing suppliers, negotiating contracts and monitoring supply chain partners.

NWSSP Health Courier Service is also supporting the national response to Test, Trace and Protect. It has experienced an increase in activity to support the pickup and drop off of testing materials across Wales to support Health Boards and PHW. We have established a central contact centre hub to co-ordinate our response across 40+ locations.

NWSSP Workforce and Organisational Development team & Employment Services have been supporting deployment of students to be utilised in the TTP teams.

There is also active participation in the establishment of the potential “Lighthouse” testing facility in IP5 and the new laboratory space also in IP5 for PHW and the wider NHS in Wales to work towards completion by mid-August 2020.

Access for NWSSP staff

We do not have directly managed testing facilities for our staff. We have kept our own staff informed of the changes to testing arrangements as they have evolved since March. Currently we are signposting our staff to the latest guidance updated on 25 June 2020:

<https://gov.wales/test-trace-protect-process-summary-html>

<https://gov.wales/regional-coronavirus-testing-facilities>

Our Medical Director is in regular contact with the Chief Medical Officer, DCMO and peer Medical Directors to ensure we are able to access all appropriate services for our staff.

Access for our staff to antibody testing is less clear, and we await further national guidance in relation to this. We need to agree a process with other NHS organisations so that our staff can access antibody testing, as appropriate.

New ways of working

We have summarised below the areas of service redesign and transformation that we had in our IMTP 2020-23 and have accelerated as part of our response to COVID-19:

	Comments
Agile Working Strategy	<ul style="list-style-type: none"> • Within days we saw the majority of our workforce move to a temporary home based working model, and more flexible opening hours to our sites. We have in recent weeks surveyed those staff who were asked to work from home on their experiences over the last few months. They have been largely positive, with a clear appetite to retain a more flexible and agile working approach for the longer term. • We have commenced work to develop an Agile Working Strategy 'Work is an activity we do, not a place we go'. This will draw upon the staff survey results and follow up focus groups with staff which we are running during July. The strategy will need to apply to all aspects of our workforce, and is not simply about working from home. • We will explore the implementation of agile working across NWSSP ensuring the workforce model, culture, technology and associated space requirements. We aim to reflect and retain the high trust working relationship and innovation following the change initiated as a consequence of the COVID-19 pandemic. • The target completion date for the agile working strategy is August 2020. • An ambition to move towards more agile working methods was already included within our IMTP; there is opportunity to create more certainty on timeframes, environmental and potential re-investment benefits.
Review of NWSSP contact centres	<ul style="list-style-type: none"> • We have assimilated a number of services over the years, and we have multiple contact centres operating independently, based at our offices across Wales: answering customer enquiries and resolving problems by phone, email and through social media channels. • The impact of COVID-19 pandemic has identified opportunities to bring forward in our IMTP a review of our contact centre arrangements. This builds on an internal audit advisory report completed in 2019-20 and will strengthen our resilience for any future emergencies. • Whilst each Division currently has customer service as a core component of the delivery model, a streamlined approach to contact centres across divisions will assist in improved staff customer

	Comments
	<p>experience, more efficient complaints/dispute resolution, and support management with quality assurance and consistency of reporting.</p> <ul style="list-style-type: none"> We have commenced work to undertake a feasibility study regard the virtual centralisation of the NWSSP divisional contact centres, to provide a single point of contact for all customers.
Rapid roll out of Office 365 across all services	<ul style="list-style-type: none"> The pace of delivery of IT equipment and support has been ramped up significantly to enable key staff across the organisation to work remotely. By the start of May 2020, the needs of all identified priority users had been addressed and in total approximately 350 laptops and 400 VPN tokens had been issued in two months. At the same time NWSSP took the decision to significantly accelerate the planned roll-out of Office365 and we now have over 1500 staff able to use that facility. We have promoted the training developed by colleagues in NWIS to help support our staff in their understanding of Office 365 and Microsoft Teams in particular. We now need to adapt and change our existing processes to make best use of the investment made. We have consequently needed to review our planned approach to our Office 365 rollout programme and revised the key priorities and timeframes. We have appointed a Business Change Manger to take forward the adoption of Office 365.

Additionally we have identified two areas of service that have been developed as part of the NHS Wales response to the COVID-19 pandemic that we need to evaluate whether they may have a positive impact for the longer term. This in turn will lead to a decision on whether to continue, adjust or stop the changes made.

	Comments
Temporary Medicines Unit	<ul style="list-style-type: none"> Building on the back of the existing Transforming Access to Medicines (TRAMS) project it was agreed with Welsh Government and the Chief Pharmaceutical Officer for Wales that IP5 would be the location for the Temporary Medicines Unit (TMU). A clear governance structure has been established and the first meeting of the Board has taken place. An initial scoping meeting with the contracting parties and the project manager has also been undertaken. Work has started onsite and will involve the building of a "clean room" which will link from the existing meeting room corridor out into the main stores area. The staff employed on site will become part of NWSSP with a professional reporting line into the Chief Pharmaceutical officer.

	Comments
	<ul style="list-style-type: none"> The business case has been shared with the SSPC and approved by the Welsh Government. The unit is not yet completed, and is being developed as part of the resilience arrangements for a second peak in the pandemic. We have put in place governance arrangements to evaluate the impact of this service model as a pilot of the planned TRAMS project and its potential for the longer term.
PPE role	<ul style="list-style-type: none"> We have expanded our role in providing PPE to the wider NHS to include dentists, pharmacists, GPs and optometry services. We are also now providing PPE to support social care provision throughout Wales. We have worked in partnership on a number of mutual aid agreement with NHS Scotland, NHS Northern Ireland and NHS England. We have developed a demand forecasting model in partnership with the Finance Delivery Unit and Health Boards and Trusts, and the WLGA to ensure there is resilience in stock build for a potential second peak and resumption of essential and routine services.
Employment Services Hub	<ul style="list-style-type: none"> COVID Hub Wales (CHW) is an IT solution developed and operated by GP Wales, a third party supplier, at the request of Welsh Government, with administration support by NWSSP. The system offers a front door for recruitment and matching of temporary workers with roles across NHS Wales and across a wide range of disciplines and specialities, with the facility for bulk upload of hires into legacy systems of TRAC and ESR. The over-arching benefits justification was: to provide a single point of contact for temporary workers, to provide a single source of truth for statistics and reporting, and to reduce processing time within recruitment and workforce departments, by encouraging applicants to fill in key information, which could be bulk uploaded into other systems. The tool sits alongside the established systems of TRAC and ESR, and the use of NHS Jobs 2 for advertising vacancies. Health Boards have also developed their own ad-hoc systems for managing temporary workforce, which has also been done alongside CHW. Integration and reconciliation between the various systems has been an ongoing task which has consumed considerable resource. We have commenced a cost v benefit assessment and option appraisal with key stakeholders to inform any decision on what to do next. While a strong buy-in has been achieved from the Directors of Workforce forum, this has not translated in all cases to active buy-in at management level, and there is no long term funding solution in place to support this new service model.

	Comments
Palliative care	<ul style="list-style-type: none"> • Our Health Courier service implemented a pan Wales operational palliative care service operating 24/7. This has enabled a pharmaceutical response anywhere in Wales within 90 minutes. • Terminal patients have had access to palliative medicines at their greatest hour of need without undue delay.

Progress update on compliance with Essential Services and key quality and safety issues

We have reviewed the Operating Framework Essential Services technical document. This primarily relates to direct clinical service provision (cancer services, diagnostic and imaging services, organ transplant services, mental health, screening services and rehabilitation care) so there are no direct implications for our Q2 Plan.

Instead, under this section we have set out our key services on which the Health Boards, Trusts and Welsh Government rely to ensure the smooth delivery of those services set out above.

Year 1 of the NWSSP 2020-2023 IMTP has been reviewed by all Divisions and by exception, key matters are summarised below:

	Comments
Audit and Assurance Services	<ul style="list-style-type: none"> Audit plans for individual NHS organisations will be reviewed, reprioritised and updated. An approach will be discussed with Board Secretaries. The revised plans will be agreed with individual Audit Committees before the end of July 2020. A revised timeframe of March 2021 has been agreed to establish Audit and Assurance requirements for Digital Health and Care Wales, and the NHS Executive. We continue to provide on-going support to implement effective governance arrangements. A rapid review of governance arrangements during the pandemic to be completed before August 2020; an additional piece of work from the IMTP. Other elements of the approved IMTP remain on target to be completed before March 2021.
Procurement and Health Courier Services	<ul style="list-style-type: none"> Our key objective will be to ensure continuity of supply of goods and services in response to Health Board Q2 operational plans. We will review stock lines and build stock in readiness for the potential of a second peak and also the potential of a no-deal Brexit. We will use the stock forecasting model to develop our PPE procurement plan We will need to revisit planned Procurement savings targets with the FDU as Q1 has been overshadowed by the response to COVID-19.

	Comments
	<ul style="list-style-type: none"> • We do not anticipate that there will be minimal impact on our HCS savings targets, as we have not experienced any drop in demand. • We need to review our workforce modernisation plan and rostering arrangements to consider 24 hour cover and the central hub implemented in response to COVID-19. • Additional resource requirements are being worked up to support local service developments in partnership with Health Boards and Trust savings priorities that have also been impacted by COVID-19. • We plan to revisit our use of technology and re-asses our priorities in light of what we have learnt and achieved through our response to COVID-19 e.g. replacement of hand held devices has been delayed. • Our divisional workforce development plan 'Engaging for Excellence' will be revised to incorporate what has been learned and opportunities identified during the Covid-19 outbreak by the end of Q2. • We will press ahead with the implementation of our proposed Scan4Safety programme.
Primary Care Services	<ul style="list-style-type: none"> • The impetus for PCS remains the replacement of the ophthalmic claims/payment system in house and the replacement of the GMS claims/payments system through our partnership with colleagues in Northern Ireland. The latter implementation in October is extremely challenging/tight however this is not related to any issues raised by COVID-19. • Our planned expansion of PMR services to achieve 50% of GP patient medical records stored under the PMR programme remains a goal, subject to the availability of capital for racking storage. However the initial deadline was August 2020, and this has been revised to March 2021. Take up of the service has slowed down as a result of Covid19 activity in primary care. However interest in the programme has increased, as a consequence of practices reviewing their existing space as part of their own COVID-19 planning. • Our planned support to changes to the GP Organ Donor arrangements within NHS Wales (GMS1 process) will change. The initial deadline was August 2020. This programme of work has been stopped by NHS Digital as deployment of the new arrangements have encountered technical issues within NHS England at GP practice level. Whilst we have

	Comments
	<p>piloted the process locally and proved the product is fit for purpose we have been advised to maintain existing arrangements via NHAIS and the new product is redundant. A revised deadline will need to be agreed in order to ascertain the replacement solution to be built/procured and whether this will be part of the overall NHAIS transformation programme.</p> <ul style="list-style-type: none"> • The planned replacement of the NWIS Performer List database - Phase 1, had an initial deadline of August 2020. This development will not be delivered within 2020-21 as internal development resources have been redeployed to support the Payments System Transformation programme so this development is on hold. • We had planned to support the WGovt GOS reform programme to review the contractual obligations of Ophthalmic Service providers in Wales. The intended deadline for this was April 2020. This programme of work has been put on hold by WGovt as a result of the COVID-19 pandemic. GOS are currently classed at Amber. We intend to meet with WGovt to discuss options for future systems development as part of their reform programme. • We had planned to undertake a review of legislation for WGovt to support PMR and the removal of paper records before March 2021. This can no longer be achieved due to a technical issue concerning the transfer of large files on the GP2GP system. Further work with NWIS is required on compliance assurances and procurement of alternative GP ICT framework. This also has an impact on our planned work on GP summarising service. A revised timeframe is yet to be agreed.
Specialist Estates Services	<ul style="list-style-type: none"> • During March and into Q1 our engineers were heavily involved in advising on the establishments of field hospitals, at the request of WGovt, and also the supply of oxygen to these new sites and to established sites. • Most witnessing and validation work has now been completed. The only additional work may arise in advising around the mothballing of sites and we await to be advised by Health Boards of the timing of these decisions. • We were also actively involved expediting works on the Grange Hospital site. Again, our witnessing and validation work on the first phase of the site planned opening is complete.

	Comments
	<ul style="list-style-type: none"> Other elements of the approved IMTP remain on target to be completed before March 2021.
Digital Workforce Solutions	<ul style="list-style-type: none"> We have need to develop and test a number of e-learning packages supporting COVID-19 in both ESR and Learning@Wales (L@W) platform e.g. <ul style="list-style-type: none"> ➤ Contact tracing module ➤ Fit testing ➤ All Wales Risk Assessment ➤ Basic Observations ➤ Infection Control and Prevention ➤ Safeguarding ➤ Verification of Death We have improved the use of ESR Self Service functionality supporting the safe management of NHS Wales's workforce during COVID-19. Examples to date include, developing process for management of absence/self-isolation and the central recording mechanism for All Wales Risk Assessment tool. We are also widening access of Learning@Wales Platform to Nursing and Residential Homes and other public sector organisations in response to COVID-19. We plan to further increase the service range available via the ESR Service Hub supporting NHS Wales workforce and managers through COVID-19. This will include providing advice on managing absence, accessing e-learning packages, creating accounts (L@W) password resets. Other elements of the approved IMTP remain on target to be completed before March 2021.
Surgical Medical Testing Laboratory	<ul style="list-style-type: none"> We had planned to complete a Viral Penetration Testing for gloves project, but there has been a delay with the validation of the testing methodology due to COVID-19 testing taking priority. This planned work will therefore extend into 2021-22. We had planned to carry out an assessment of Protein Detection devices in 2020-21. Due to the high levels of additional COVID-19 work undertaken by the team, and unavailability of the required equipment and consumables during the pandemic the start

	Comments
	of this planned service improvement has been delayed. Consequently we will need to extend the original additional post funding from 12 to 18 months to complete the project.
Accounts Payable and E-enablement	<ul style="list-style-type: none"> The All Wales P2P Forum has agreed that 2 way matching will be a priority area of work for Q2 and the rest of the year. Increasing the volume of 2 way matching arrangements will improve receipting but will be dependent on how many suppliers are targeted and obtaining 'buy-in' NHS organisations. ➤ A number of other areas included in our IMTP are not being classed as a priority at this time including: <ul style="list-style-type: none"> ➤ Adopting a common approach to Nurse Agency billing ➤ NHS invoicing ➤ Review of Purchase Order exemption areas Some of the planned Oracle upgrade work has been delayed and revised timescales to be agreed with the Supplier and NHS organisations. The delay in commencing the Scan4Safety project has a knock on impact on Accounts Payable. Our planned work to develop agile working more widely has been incorporated into the NWSSP agile working strategy. Other elements of the approved IMTP remain on target to be completed before March 2021.
Employment Services	<ul style="list-style-type: none"> We plan to investigate the viability of undertaking PECs virtually rather than seeing original documents, and then build this into the Trac Recruitment System so candidates can book their ID check via Trac. We plan to analyse our existing payroll operating procedures to facilitate an agile working model. This may offer up opportunities to provide some services at weekends and in the evenings. We plan to review the use of Microsoft Teams to facilitate our pension service rather than through face to face contact with employees.

	Comments
Legal and Risk Services	<ul style="list-style-type: none"> Our planned work to develop agile working more widely has been incorporated into the NWSSP agile working strategy. We plan to evaluate the benefits and impact of new ways of working with our customers. We are progressing the procurement of a new case management system following the written approval by WGovt in March 2020; this is still be reflected in our approved CEL. The need for this new system is even more pressing given the increase in case volume anticipated from the COVID-19 pandemic. Demand on Legal & Risk Services has increased and a future increase in clinical negligence, inquest and personal injury work is anticipated. We have begun to scope out additional non-recurrent resources required to support NHS organisations through any future public enquiry process. We anticipate the need to invest in our commercial teams to handle an increase in employment law queries in the near future. These posts are self-funding. We have also identified the need increase the use of Bank support to assist NHS organisations with their Welsh Risk Pool investigations and oversight. This will allow for the flexibility to scale up and reduce according to demand profiles. Although there have been delays in starting some service improvements, we still plan to achieve them before March 2021.
Single Lead Employer Services	<ul style="list-style-type: none"> We had already increased our SLE team to support the planned growth of the SLE model. The growth in this service will significantly increase our overall headcount as an employer. Figures have been revised to 1,264 (not including Radiology who are not due to start until Q3) and the profile now looks like: <ul style="list-style-type: none"> August 2020 <ul style="list-style-type: none"> GP trainees 550 (some will leave in next few months) Foundation Doctors (354), Pre-registration Pharmacists (160) September 2020 <ul style="list-style-type: none"> Foundation Dentists (65) , Paediatrics (135) We anticipate a small number of trainees with specialist background e.g. renal and anaesthetics may need to extend their training as they didn't complete their extant GP

	Comments
	<p>training placement. This is because they volunteered to support hospitals in dealing with COVID-19.</p> <ul style="list-style-type: none"> • Otherwise, we have not needed to make any major changes to our GP trainee SLE model. • Virtual Pre-employment checks has made the on-boarding process easier, and this is something we would want to lobby to retain post COVID-19 and not return to face to face requirements. • The Risk Assessment tool has been issued to all GP trainees and IFYear1 for completion with their local Educational Supervisors. These are to be returned to the NWSSP Medical Director.
Medical Examiner Service	<ul style="list-style-type: none"> • The Medical Examiner Service was put on hold at the request of the WGovt; with all staff redeployed to other COVID-19 priorities within and outside of NWSSP. • The project has now recommenced and revised deadlines set: <ul style="list-style-type: none"> ➤ Agree organisational design and governance arrangements by 31 July 2020 instead of 1 April 2020. ➤ Recut all staff, establish MedEx offices and map services into local arrangements by 30 November 2020 instead of 31 August 2020.
Counter fraud services	<ul style="list-style-type: none"> • Clue, the new Case Management System is now due to be rolled out with a revised autumn deadline. • There has been a heightened risk of fraud during the COVID-19 pandemic and this remains the case for Q2. We have continued to raise awareness and cascade information out the NHS during this time, including the use of social media. • Other elements of the approved IMTP remain on target to be completed before March 2021.
CTeS	<ul style="list-style-type: none"> • We still plan to deliver new ledger build(s) for NWIS supporting implementation, transition and early life support. The implementation date has moved to end of December 20 due to data not being available from the new organisation, for instance tax and bank account information. The revised implementation date for a new ledger is currently 1 January 2021.

	Comments
	<ul style="list-style-type: none"> • We are implementing a technical enhancement to make the receipting process easier – one click receipting email alert for requisitioners. This has been revised to Q2 as the last release was delayed. • We are developing a proposal to allow access to Oracle E-Business Suite system by remote users without the need for VPN tokens. • Directors of Finance and STRAD have agreed to push back the planned Upgrade to Oracle to August 2021. • We have needed to push back to 2021 the following pieces of work: <ul style="list-style-type: none"> ➤ ISO27000 Information Security Accreditation ➤ Implementation of Security Information and Event Management analytics tool
Collaborative NHS Bank	<ul style="list-style-type: none"> • Significant progress was achieved with the roll out of the Collaborative Bank and the pilot went live at the end of April 2020. To date we have had 70+ individuals join the collaborative with a second promotional drive planned for early July. We anticipate this generate an additional influx of queries and successful joiners. • In terms of the plan to widen the Collaborative, there is currently a restriction on cross-organisation working to mitigate the risk of COVID-19 transmission. However the weekly pay offer does seem to be an attractive factor for attracting NHS staff to join, so we remain confident that once restrictions are able to be lifted, the scheme will be popular and successful. The pilot is currently restricted to Registered Nurses at CTM and SB UHBs, as an outcome of the Bridgend Boundary Change. The next step will be to determine whether we open up to HCSWs within these organisations, or whether we continue with RNs and open up to another UHB. This will be discussed in detail at the next project Board.
Laundry Services	<ul style="list-style-type: none"> • The All Wales Laundry programme is currently moving towards the end of phase one, which will see the completion of the Programme Business Case in readiness for submission to Welsh Government the conclusion of the workforce consultation process. • The planned TUPE of the staff from the existing laundry services into NWSSP originally planned for Oct 2020 is now being proposed on April 1st 2021. This is after discussion and agreement with Health Boards and consideration of the potential service impacts because of winter pressures and potential future waves of COVID19 infections.

	Comments
	<ul style="list-style-type: none"> • In order to progress the Programme, the immediate next steps are: <ul style="list-style-type: none"> ➤ Programme Board Approval –18th June (Completed) ➤ Workforce Consultation Completion – 10th July ➤ SSPC Approval – 23rd July ➤ Welsh Government Submission – 27th July • The Programme Business Case will then enter a scrutiny period of approx. 4 months in which time the next stage and preparations for the development of three outline business cases will commence aiming to procure and award the tender to complete the next stage in alignment with prospective Welsh Government approval to proceed.
National Distribution Centre (IP5)	<ul style="list-style-type: none"> • The IP5 SOC remains with Welsh Government for formal sign off. The SOC currently includes a preferred option that covers over 8 different potential schemes all of which would need business case development to support their progression. Upon confirmation of the Welsh Government feedback, a refresh of the preferred option will need to commence and factor in the emerging/temporary schemes that have utilised IP5 during the COVID19 pandemic and potential impacts and options these may present. • Generally IP5 has provided significant assurance during the COVID19 Pandemic as outbreak has brought unprecedented pressure on the availability of PPE and this combined with the equipment that was purchased to support the surge capacity has both impacted on IP5. • We are faced with the reality that the demand for space has outstripped that which is available not just within IP5 but the other storage capacity within NWSSP. As such additional space has had to be secured for the short term and, the impact of both the Pharmacy Trams project and the PHW pathology have also impacted on the available space. • Welsh Government have been supportive of acquiring short-term storage arrangements however, a longer term solution will be required.

	Comments
	<ul style="list-style-type: none"> Other progress is being made within IP5 in relation to key areas such as the: ➤ Installation of Electric Charging Points in support of Green Initiatives. As part of the wider development of charging points across a number of NWSSP sites IP5 was selected as a suitable location for a number of points. The infrastructure work to establish these has been completed. The remaining work to “site” the actual points is to be completed once Pandemic and Contractor restraints permit. ➤ Solar Panels The SOC submitted to Welsh government included the potential provision of solar panels on the roof of IP5 and at the “grass area” at the rear of the building. Contact has been made with Swansea University who have a team who specialise in this area and potential engagement with NRW (Natural Resources Wales) who have been through a similar scheme recently.
Scan for Safety	<ul style="list-style-type: none"> Pre-COVID-19, momentum was building regarding the acceptance of the need to introduce barcode scanning throughout the NHS in Wales. A Scan for Safety (S4S) for NHS Wales paper was submitted to Welsh Government in January. The Chief Medical Officer then wrote to health organisations in January setting out the next steps: establishing a S4S project board, identifying a chair and separate health board representation and the reporting/governance arrangements nationally and locally. At a meeting at WGovt on 9th March 2020, DCMO provisionally agreed to be the Chair. However, due to COVID-19, work halted and phases 1 & 2 described in the S4S paper have not been completed, as the attention of CMO, DCMO, health organisations and Procurement Services have been directed elsewhere. Some background work by NWSSP has been ongoing in parallel regarding the contract that is required for NHS Wales to become members of GS1. This has also been reviewed

	Comments
	<p>by NWSSP Legal & Risk Services and is ready to sign once funding clarity is received from WGovt (£27k per annum for 5 years).</p> <ul style="list-style-type: none"> • The urgency for the project to re-start was highlighted by a recent report submitted to WGovt by the Military following their review of reporting and management of inventory across the NHS in Wales. Whilst their report strongly advocated Omnicell Supply X open platform system (used widely across BCUUHB), the legal requirement would be that NHS Wales would still need to undergo a competitive exercise as there are a number of suppliers similar to Omnicell who would be able to provide such a service. • The need for a S4S system across NHS Wales has been widely accepted and its urgency further highlighted by recent supply chain pressures. The uncertainty relating to future waves of COVID-19 does place a significant risk against such a broad and complex process. Even if NWSSP were able to ensure support is protected, the time and commitment of DCMO and health organisation leads will be a challenge.

Progress on implementation of guidance on infection prevention and control, including environmental factors and social distancing

	Comments
Adapting to new ways of working	<ul style="list-style-type: none"> In response to our staff survey we have provided guidance to our staff on adapting to new ways of working. This takes the form of a toolkit that we can update and amend, and that staff can themselves contribute to, if they hear about something working well elsewhere that we can adopt. Annex A.
New ways of working – site accommodation	<ul style="list-style-type: none"> Our key message remains, if our staff can work from home we are asking them to do so. We currently have very small numbers of staff working on our sites compared to our usual complement of staff. We have established a site leads group that has lead the way in preparing our sites for us to accommodate larger numbers of staff to our sites, if that is required in the medium term. The work of this group includes the completion of risk assessments, the roll out of appropriate 2M social distancing, signage, Perspex screens, sanitising and increased cleaning arrangements. Where practicable the 'look' of the signage across all 24 of our sites is the same. We have prepared an 'Easy Read' document for staff to familiarise themselves with what will be different and what is required of them. Annex B. The 2M rule means in practice that we cannot bring all staff back to the office. Within local teams, we are looking at other flexible options to make the best use of the available space on sites such as: continuing to ask staff to work from home; moving the furniture around; use of Perspex screens where appropriate; making use of meeting rooms for additional desk capacity; rotas that effectively group staff in small 'bubbles' e.g. alternate days or weeks at home or on site; and explore the potential for voluntary shift systems and voluntary weekend working. We have added key messages to all our internal message screens across our sites. This includes reference to the Risk Assessment tool, to keep awareness levels raised. Annex C.

	Comments
Risk Assessments	<ul style="list-style-type: none"> • Our Health and Safety lead has co-ordinated the completion of risk assessments across all sites and services. This includes where we have staff working on Health Board sites, and those sites where we share accommodation with other organisations. • The Risk Assessments have been shared with our Local Partnership Forum. • The Risk Assessments will be reviewed at least every three weeks.
Video to staff	<ul style="list-style-type: none"> • The Trade Union Chair of our Local Partnership Forum has provided the voice over, and message of assurance to a video to accompany our guidance to staff on new ways of working. We are glad to receive this visible support from our Trades Union partners. • https://www.youtube.com/watch?v=1YehCO2KwQ0&t=2s
Safe Ways of Working Guidance	<ul style="list-style-type: none"> • Our Health and Safety Committee has approved the Safe Systems of Working Guidance document that sits alongside the other products set out above. Annex D.
Checklist for staff	<ul style="list-style-type: none"> • We have produced a checklist for staff and line managers to complete when working on sites, this to ensure they understand what has changed and what is required of them. Annex E. • Concern about compliance with requirements is a feature in the feedback to our staff survey. We have made clear whilst we hope
Guidance for our First Aiders	<ul style="list-style-type: none"> • We have produced a guide to our staff First Aiders so they are aware of the adjustments we have made to ensure they can work safely. Annex F. • We have grateful to these staff who have continued to provide this valuable service to our staff who have needed to remain on site.
Personal Protective Equipment	<ul style="list-style-type: none"> • We have as part of our risk assessment process identified those staff who require access to appropriate PPE. Compared to other NHS Organisations our demand for PPE is small, and we are able to access through our Stores. • We will keep these requirements under review as part of the regular risk assessment reviews. • Those staff who require access to PPE e.g. Health Courier Service staff and First Aiders, have received training and reminders in appropriate use and disposal. An example is enclosed at Annex G.

	Comments
National Guidance	<ul style="list-style-type: none"> Our Specialist Estates service has produced national guidance to Health Boards, Trusts and to those operating GMS premises. Annexes H and I.

Refreshed surge capacity plans based on updated modelling assumptions – to include NHS surge as well as ongoing requirements for field hospitals and independent sector facilities

	Comments
Employment services	<ul style="list-style-type: none"> We will require Health Board and Trust to share their Q2 workforce plans with NWSSP, so we can assess whether we do need to adapt and change our model of service to support any additional recruitment planned during Q2. This would have a subsequent knock on effect to payroll services.
Specialist Estate services	<ul style="list-style-type: none"> We consider that our work to support field hospitals is now complete unless additional work is requested by WGovt and Health Boards.
Procurement and Health Courier services	<ul style="list-style-type: none"> Due to the additional storage and distribution requirements arising from the need to provide essential PPE throughout NHS Wales for the Covid 19 pandemic the service has needed to purchase additional transportation support/distribution and storage facilities from within the private sector in Wales. There is an ongoing need to secure additional storage and distribution facilities to meet the ongoing extreme increase in activity arising from the need to provide for the essential PPE requirements of NHS Wales and increasingly the wider Wales Health community, including primary care and Social services. This need will continue throughout the duration of the Pandemic. Within the Public Sector estate in Wales there is no capacity to provide for secure storage on the scale required to meet the ongoing storage requirements in the locations required. The number of locations the service is required to deliver to has increased by more than 2,000 sites due to the Covid 19 pandemic requirements. In addition, the service has been approached to confirm their ability to roll out delivery to wider Primary Care and Social Care providers as healthcare in Wales returns to business as usual. It is therefore anticipated that the need for these additional storage and distribution services will continue to be required for a significant period of time. The transport service has been tested by a number of providers and due to responsiveness and cost this service is currently being provided by Owens Road Services Ltd. under an arrangement

	Comments
	<p>which was put in place for a limited period of time under Public Contracts Regulation 32, that is, with reference to the need for extreme urgency brought about by unforeseeable events.</p> <ul style="list-style-type: none"> For storage, only a small number of hauliers have access to sites that have sufficient storage capacity with the necessary security for items of this value. It is anticipated that the need for this additional private sector support will continue. The forecast ongoing cost is estimated at £70k per month, a total of £490k for the seven months 1st July 2020 to 31st January 2021.
SMTL	<ul style="list-style-type: none"> SMTL are experienced in testing gloves and gowns and have been undertaking this for the Welsh NHS for decades. During COVID-19 pandemic we have been testing not only to support NWSSP Procurement, but also to support the MHRA and MoD to enable release of product. One of the problems we have experienced is lack of testing capability and capacity for medical masks. We have been subcontracting testing to labs in the USA for medical masks, but they are swamped with testing which is taking > two months to complete. The lack of testing capacity and capability came up during CERET discussions on the development of Welsh mask testing capacity (on-shoring) to reduce the dependence on Chinese imports for future crises. CERET believe there is interest from local industry in this capability and linked SMTL up with the Economy team in Welsh Government. We are seeking support from WGovt to access grant funding and strategic support to expand capacity. An outline submission has already been shared with WGovt. SMTL has the necessary experience and expertise to develop these new testing services, and there is not only a demonstrated requirement at present, but likely to be a continued requirement in the future. This development would allow SMTL to expand support for the Welsh NHS, Welsh industry, and the wider global medical device industry. This is also an opportunity to increase laboratory space for SMTL for the medium term, and may allow maintenance of laboratory activity whilst social distancing measures are in place. Mask testing fits well with the current services provided by SMTL, where we already test 2 of the key components of the PPE ensemble (gowns and gloves).
Pathology Test Centre	<ul style="list-style-type: none"> The testing capacity to support Covid has been a recognised challenge and Public Health Wales have utilised the Universities where possible to help meet the demand.

	Comments
	<ul style="list-style-type: none"> • The ability to scale up testing within existing facilities has previously been recognised as a problem, hence the development of a business case to support a new facility within IP5 (included as part of the SOC). • With the universities indicating that they expect to start back in September with the new intake of students it has presented a pressing demand to find the required capacity. A business case was submitted to Welsh Government to establish a unit within IP5 and this has been supported which has resulted in a rapid deployment programme with a demanding timescales and work commenced on site on W/C the 15th June. • A further development has also become apparent with the potential of a “Lighthouse” testing facility also in IP5. This relates to a wider UK testing programme and a number of these facilities that will be located across the UK with Newport a potential site for Wales however, it is understood that the old GE site is another contender. Representatives of DHSC are due to visit at some point during W/C the 22nd June and further impact analysis will need to be undertaken once the position becomes clearer.

Update on unscheduled care and planning for winter preparedness

We have reviewed the Operating Framework guidance. This primarily relates to direct clinical service provision (e.g. National Unscheduled Care Programme, Ambulatory Emergency Care and Discharge to Recover and Assess) so we have not identified any direct implications for our Q2 Plan.

This is an area where we would request that the Health Board and Trust Q2 plans are shared with NWSSP, so we can assess whether we do need to adapt and change our model of service to support any new approaches planned by others.

Flu Vaccination Programme

We have begun planning our Flu Vaccination Programme for 2020 earlier than we would usually do to ensure we can meet anticipated increased demand from prior years. As a national organisation, we will work in partnership with our Occupational Health provider to deliver the vaccine to our staff, at our local sites. We will need to be able to secure sufficient capacity to meet demand and quantities of the vaccine to protect our staff.

With social distancing requirements likely to still be in place, we will need to put in place a booking system so that staff attend at a set time, rather than rely upon the drop in system used previously. We will, as in previous years, use a variety of communications to promote the scheme to our staff, and encourage senior staff to lead by example.

Progress update regarding routine services, including paediatrics

We have reviewed the Operating Framework guidance. This primarily relates to the resumption of routine clinical service provision, especially children services. These to be a matter for local decision. We have not identified any direct implications for our Q2 Plan.

However, as previously highlighted, this is an area where we would request that the Health Board and Trust Q2 plans are shared with NWSSP, so we can assess whether we do need to adapt and change our model of service to support any changes planned by others.

Workforce plans including use of additional temporary workforce

	Comments
Local Social Partnership Working	<ul style="list-style-type: none"> We secured the support and involvement of our staff side partners at the beginning of our Planning and Response phase of work. Over the last 3 months, Employee Relations activity e.g. disciplinary, grievance, capability etc. have been placed on hold to enable an effective response to COVID-19. We have now resumed arranging hearings, investigations and review meetings.
Annual Leave	<ul style="list-style-type: none"> We have written to staff Firstly, to thank them for the incredible way that they have risen to the challenge during the Covid-19 pandemic, and to acknowledge that while their response has been magnificent, we know that this has impacted many colleagues, both mentally and physically. The letter highlighted the importance of taking their annual leave and outlined the agreed NWSSP approach, to assist and promote the booking and taking of their contractual annual leave, during the Covid-19 pandemic. We issued guidance to staff at the same time as the letter. Annexes J and K. We will monitor the levels of unused annual leave through ESR and regular reporting to our SMT and send a quarterly report to line managers for them to pick up with team members individually.
Effective training, equipment and supplies	<ul style="list-style-type: none"> We have through our risk assessment process identified those staff who require PPE, and provided equipment and training. We have also issued appropriate supplies of sanitiser and wipes to support our approach to infection control. We have issued COVID-19 specific guidance to our First Aiders and their appropriate use of PPE.
Redeployment	<ul style="list-style-type: none"> We mobilised a redeployment register of available people with transferable skills before the end of March 2020. We have approx. 190 staff on our redeployment register who could be redeployed if a second peak occurs. We have also significantly increased our Central Bank numbers; particularly driver numbers with specialist licences. If there is a second peak, we now have more people with the right skills on our bank. We reported our redeployment requirements and capacity through the Planning and Response Group and this is now reported to the monthly SMT meetings.

	Comments
Use of Bank and agency workers	<ul style="list-style-type: none"> The COVID-19 response has provided an opportunity for us to consider the way in which we approach the Bank and for us to modernise the service in line with that offered by the Recruitment Agencies. In the last 3 months, we have seen a 25% increase in our Bank numbers; interviewed and completed PEC checks within three days; and introduced weekly pay to attract more workers on to our Bank. It is now felt that with effective workforce planning processes in place, the Bank could effectively supply the resources needed at the times these are required and where this is not feasible, that agencies could be used as a final alternative. We have introduced weekly pay for a bank staff which is attractive to some temporary workers. A new process for requesting such resources has been designed and with effect from 1st July 2020 all requests for additional short- or medium-term resources (bank and agency) will need to be made through the Bank & Agency team within Workforce & OD.
Wellbeing and psychological support services	<ul style="list-style-type: none"> We haven't a FAQs page which we launched back in March and we have continued to refresh and update. We have rolled out a suite of support services to staff using social media, email and intranet. We have many avenues of support for those suffering with their mental health, including our Employee Assistance Programme. We have launched a new NWSSP Covid-19 Well-being Service. This comprises of a Peer Support Service, a Mental Health First Aid Service, and access to a vast range of additional resources. A Peer Support Service - this network is to support all our colleagues, at any level, in any role. The aim of the network is to provide colleagues with access to someone to listen and have a gentle conversation to help colleagues understand how they are feeling. There will be complete confidentiality and no judgement, and it is aimed at helping colleagues feel heard and not alone.
Temporarily working from home	<ul style="list-style-type: none"> At present, we are asking the majority of staff to work from home "temporarily" as part of our response to the current COVID-19 pandemic. Current guidance by the UK Health and Safety Executive (HSE) states there is no increased risk from Display Screen Equipment work for those working at home temporarily. In order to adequately monitor employees in their homeworking environments, good practice advice and guidance with tips on working from home has been provided on the dedicated COVID-19 Health & Safety intranet page.

	Comments
	<ul style="list-style-type: none"> From the tips and guidance provided, staff are encouraged to take regular breaks from screens and desks, as they would when in the office environment. In addition, the HSE has set up a YouTube video- 'Temporary Working at Home – Workstation Setup' which can viewed at the following link: https://www.youtube.com/watch?v=Af7q5j14muc
Monitoring and review of key workforce indicators	<ul style="list-style-type: none"> A regular weekly report was presented to the Planning and Response Group as part of our monitoring of our workforce wellbeing. Annex L. This report is now prepared monthly and reported to our SMT meetings. The latest version is attached. The May 2020 sickness absence rate was 2.91% below our target rate of 3.3%. We are doing more work to understand the reasons behind this very welcome reduction in sickness absence, as we want to guard against staff under reporting now they are working from home. COVID-19 related absence continues to reduce and the number of staff off sick with COVID-19 related infection has reduced to single figures. The number of staff self-isolating as a result of clinical vulnerable scenarios has reduced to 126.
Risk Assessment for staff at increased risk	<ul style="list-style-type: none"> We have included a reference to the need for all staff to complete the Risk Assessment in our weekly communications to staff. We have also posted reminders on our information screens at our sites. Workforce and OD team are maintaining a central record that the risk assessment process has been completed. We are making the risk assessment available via the Learning@Wales platform. We are also exploring the potential for the risk assessment to be recorded onto ESR.

Support plans for care homes and social care interface

The procurement and delivery of PPE to social care providers, including care homes is a key area of focus for NWSSP in Q2. This is addressed in the '**Our role and Personal Protective Equipment**' Section of this report,

However, as previously highlighted, this is an area where we would request that the Health Board and Trust Q2 plans are shared with NWSSP, so we can assess whether we do need to adapt and change our model of service to support any changes planned by others.

Mechanism for stakeholder engagement, including staff side and Community Health Councils

	Comments
Staff	<ul style="list-style-type: none"> We have run a proactive campaign of weekly updates to staff through email and social media with regular updates to our intranet site. At the start of June we ran two staff surveys. One was targeted at those that had been asked to work from home. The other was targeted at those whose role required them to continue coming on to our sites. The results of the survey are largely positive, but we cannot be complacent and our immediate response plan is attached. This has been published on our intranet site, and will be updated as we push ahead with actions in response to the points raised. Annex M.
Staff side	<ul style="list-style-type: none"> The TU Chair of our Local Partnership Forum was a member of our Planning and Response Group and is also a member of our forward focus Adapt and Future Change Group. As a positive outcome of this partnership approach during the pandemic, we have opened up our monthly Senior Management Team (SMT) meetings to welcome our staff side lead. We continued with our Local Partnership Forum meeting in May 2020 and have shared our COVID-19 risk assessments.
Customers	<ul style="list-style-type: none"> We have kept our customers informed of our work and what we need from them through weekly Chief Executive calls, Planning and Response Cells and regular Peer to Peer groups. We have prepared a written report (Appendix D) for our SSPC partners which was discussed in May 2020. We are planning on undertaking a survey with our customers and partners during July and will report our findings through to the SSPC. We have made good use of social media to promote the work we have done during the COVID-19 pandemic using the infographic in Annex N.

	Comments
Regional Partnership Boards and Public Service Boards	<ul style="list-style-type: none"> We have no direct representation or involvement in Regional Partnership Boards and Public Service Boards. We note the intention to strengthen regional solutions in readiness for a potential second peak. We would ask to be involved in these discussions either directly or through the Directors of Planning group meetings, which we are currently not able to attend.
Local Authorities	<ul style="list-style-type: none"> We have strengthened our operational and strategic relationships with Local Authorities in Wales as a consequence of our response to COVID-19. We are working in partnership with the Welsh Local Government Association (WLGA) to develop our approach to providing appropriate PPE to social care providers. We are discussing with them other procurement and supply opportunities for the longer term.
Community Health Councils	<ul style="list-style-type: none"> We have no direct relationship with Community Health Councils in Wales.

Our role and Personal Protective Equipment

We have played a crucial role in securing the delivery of appropriate Personal Protective Equipment (PPE) to NHS organisations, other services in Wales and with agreement of the WGovt to agencies outside of Wales. This in turn has presented a unique set of challenges in recent months, to our Procurement and Health Courier Service Division, Accounts Payable and Finance Division and also to our Surgical Material Testing Laboratory service.

We have expanded our role in providing PPE to the wider NHS to include dentists, pharmacists, GPs and optometry services. We are also now providing PPE to support social care provision throughout Wales. We have worked in partnership on a number of mutual aid agreement with NHS Scotland, NHS Northern Ireland and NHS England. We commissioned consultants to develop a demand forecasting model in partnership with ourselves, the Finance Delivery Unit and Health Boards and Trusts, and the WLGA to ensure there is resilience in stock build for a potential second peak and resumption of essential and routine services.

Established procurement, governance and finance procedures have been disrupted by the need to act swiftly to secure the goods and services required to respond effectively to the national emergency and Welsh Government priorities. Welsh Government identified four main priorities that needed an effective supply chain:

- 1). Personal Protective Equipment (PPE);
- 2). Beds;
- 3). Ventilators; and
- 4). Oxygen.

A temporary adjustment was made to the financial limits delegated to NWSSP in respect of COVID19 and pandemic related expenditure incurred on behalf of NHS Wales by the Velindre University NHS Trust Board on 18 and 30 March 2020. Subsequent to that agreement by the Velindre Board, a Finance Governance Group was also established to oversee COVID19 related expenditure incurred on behalf of NHS Wales that related to purchasing proposals that were outside of our normal financial governance procedures. Examples are for significant payments in advance for PPE and also requiring approval by the Velindre Board where values exceeded delegated limits. The group was chaired by the Director of Audit & Assurance Services with membership including the Head of Counter Fraud Wales, Director of Legal & Risk Services, Head of Accounts Payable,

Director of Finance and Corporate Services and other senior finance staff. The Director of Finance and the Vice Chair of Velindre University NHS Trust are members of the group.

The Finance Governance Group meetings have demonstrated a fair and robust governance process is operating, that has helped to expedite key procurement decisions to support the NHS in Wales. It has also helped to pre-empt questions that might reasonably be raised by the Velindre Board in its consideration of risks and appropriate mitigation. The terms of reference and review templates formed the basis of central guidance that was issued to Health Boards and Trusts.

We are operating in a market where we are still competing for supply against demand from across Europe and beyond. In recent weeks, the very high levels of demand in the priority areas experienced since March have started to settle, but the following key risks remain:

- The market conditions are improving but they remain fragile. Current market prices and the reliability of supply, in terms of both quality and required volumes, have not yet returned to anywhere near pre-COVID19 levels.
- The uncertainty about the timing of a potential 'Second Wave' and the impact of Brexit both have a consequent impact on the availability and price of the above listed priority areas.
- The growing expectation that NWSSP will be asked to provide PPE to other sectors in Wales. This may not be limited to social care, but potentially include unpaid carers, schools and other primary and community based practitioners.

This limits the certainty we can have about the assumptions we have built into our future demand model and stock holding levels. We have advised that until there is a greater level of certainty concerning these risk areas it would be prudent to extend the temporary limits to remain in place until 30 September 2020. This was agreed by the Velindre University Trust Board on 25 June 2020. This extension allows for the future demand model to be more fully tested. We believe we are compliant with the requirements of paragraph 13(3) of Schedule 2 to the National Health Service (Wales) Act 2006, and have sought prior consent to enter into contracts over £1 million.

The Public Contract Regulations 2015 through Regulation 32 (2) (c) provides for the direct award of business above threshold "for reasons of extreme urgency brought about by events unforeseeable by the contracting authority". We would confidently seek to continue to rely on this regulation given the nature of the COVID-19 situation and the significant, unforeseen threat to life which has arisen. Regular updates on the expenditure incurred and cash requirements is reported to the WGovt and the Audit Committee. The accounting treatment for the PPE expenditure incurred through NWSSP is complex.

Financial implications

We are forecasting significant increase in the level of income and expenditure in 2020/21 compared with our IMTP. We are, however, still continuing to forecast a break-even outturn position for 2020/21. This is based on the assumption that COVID-19 related costs will be funded in full by Welsh Government and we can achieve our forecast income streams or reduce/mitigate expenditure where this is not possible. This will enable us to provide the £0.750m distribution to NHS Wales that we committed to in our IMTP per the table below:

	2020/21 £m IMTP	2020/21 £m Revised
Income	324.482	695.316
Expenditure	323.732	694.566
Balance for distribution to NHS Wales	0.750	0.750

Revenue

Our 2020 – 2023 IMTP identified a break-even financial position and included income streams totalling £324.482m. In light of COVID-19 these income streams have been reviewed and a revised quarterly profile prepared which totals £695.316m. This is summarised below with a comparison to the original income profile included in our IMTP:

	Q1 £m	Q2 £m	Q3 £m	Q4 £m	TOTAL £m
IMTP QUARTERLY INCOME PROFILE	72.700	78.870	83.136	89.776	324.482
REVISED QUARTERLY INCOME PROFILE AT Q2	189.074	194.475	157.037	154.731	695.316

On the basis that these income streams can be achieved and funded, or associated costs reduced or mitigated where income cannot be generated at this level, NWSSP will continue to forecast a break-even financial position for 2020/21. This will be largely dependent upon the provision of funding for the additional COVID-19 costs for both NWSSP operations and All Wales expenditure incurred.

The movement on each key income stream can be identified from the table below:

	2020/21 £m IMTP	2020/21 £m Revised
WGovt Allocation	60.791	60.791
WRP Income	120.955	120.955
Invoiced Income		
Health Courier Service	8.135	5.804
GP Trainees - Single Lead Employer	36.773	36.773
Stores issues	38.000	119.478
Relocation expenses	0.960	0.960
ESR 2	2.193	2.091
Depreciation	3.602	3.289
SMTL	0.469	0.469
WIBSS	3.403	3.531
Legal & Risk Income Generation	3.217	3.217
Oracle Managed Service Consortium	2.147	1.958
GP Indemnity - future & existing liability	4.899	4.899
Redress	2.700	2.700
Pharmacy Rebate Scheme	6.850	6.850
All Wales Bank	1.000	1.000
Medical Examiner	1.595	1.172
Dental Foundation Trainees - SLE	4.520	4.520
Pre-Registration Pharmacists - SLE	3.821	3.821
Core & Specialty Trainees - SLE	7.409	20.934
Laundry	6.524	0.000

	2020/21 £m IMTP	2020/21 £m Revised
Other income	4.519	12.086
COVID - Provision of PPE to Dentists/Opticians	-	83.798
COVID - NWSSP operational costs	-	7.756
COVID - PPE recharges to other Nations	-	37.066
COVID - All Wales PPE & Equipment	-	149.399
Total invoiced income	142.736	513.570
TOTAL NWSSP INCOME	324.482	695.316

The increase in our forecast income for 2020/21 can primarily be attributed to five key areas:

- 1. Income to reimburse for COVID-19 expenditure incurred for additional NWSSP operational costs.** The profile of this expenditure against each of the monitoring return table headings is shown in the table below:

	Q1	Q2	Q3	Q4	TOTAL
Establishment & Bank Additional Hours	0.816	0.822	1.180	0.966	3.784
Agency	0.531	0.166	0.123	0.184	1.004
Other Temp Staff (Interim F1s)	0.265	0.306	-	-	0.571
Non Pay Expenditure	0.687	0.673	0.556	0.481	2.397
TOTAL	2.299	1.967	1.859	1.631	7.756

The total of the forecast COVID-19 funding required for additional NWSSP operational costs has increased following a review of the levels of support we are being asked to provide across Wales. These costs have been forecast on the assumption of a second wave in October 2020 and the need to provide additional resource to support this. The majority of these costs will be incurred in our Procurement, Supply Chain and Health Courier Service divisions. These costs include additional support in the form of a PPE co-ordinator role and data analytics, the provision of support to health and social care but at present do not include the

anticipated additional support required to provide a PPE distribution service to Dentists and Opticians. We are engaging with Welsh Government to identify the resource requirements to provide this service, and will provide a further update in our Quarter 3 return.

2. Income to reimburse for COVID-19 expenditure incurred for additional PPE and revenue Equipment purchases. This is summarised in the table below based on the current purchase orders placed. This will fluctuate if/when additional orders are placed and/or if orders for equipment can be cancelled or reduced.

	EQUIPMENT (CAPITAL) £m	EQUIPMENT (REVENUE) £m	PPE (NON STOCK) £m	SERVICES £m	TOTAL £m
	CAPITAL	REVENUE			
2020/21	12.500	26.506	159.541	0.418	198.965
4 Nations recharges	-	-	- 37.066	-	- 37.066
Capital recharges to UHBS	- 8.625	-	-	-	- 8.625
WELSH GOVERNMENT INCOME	3.875	26.506	122.475	0.418	153.274

3. Income from UHBs/Trusts for stores issues for PPE that have been ordered through the usual stock process and which are recharged based on items issued. This excludes any PPE items that have been procured through non-stock and funded by Welsh Government. They have been and will continue to be issued to UHBs at zero cost. Annual stores recharges average £36m and this forecast was increased to £38m in our IMTP in respect of additional non-stock items that are now provided through stores. The value of recharges to UHBs/Trusts for stock items in Q1 total £21.437m. On the assumption of continued supply at the volume issued in June, the forecast income from stores recharges is included at £119.478m. These are initial estimates based on usage to date and are very much dependent upon demand and the continued volatility of PPE prices across global markets.

4. Income from the recharge of PPE items to Dentists and Opticians. This service is anticipated to commence in mid-July and based on anticipated quantities of PPE to be provided, an income forecast of £83.798m has been included in respect of the recharges for these items to Welsh Government. Again this is an initial estimate that may be subject to change and will depend upon the prices of PPE we are able to secure contracts for.

5. Income from the expansion of the Single Lead Employer (SLE) model. The implementation of this model has been expedited from the profile included in our IMTP to bring additional specialties into the SLE model during the 2020/21 financial year.

In addition to these four significant impacts on our forecast 2020/21 income, there have also been some amendments to more minor income streams. These are as a result of COVID-19 where income generation services have slipped or been suspended in addition to a review of the forecast income since the IMTP submission date. These have primarily impacted:

- The new Laundry service – the commencement of phase 1 of this service was profiled into our IMTP from August 2020. The SSPC has agreed to delay this until April 2021.
- Extension of Health Courier Services – a number of new services and the associated income was profiled into our IMTP, however due to COVID-19 these have not commenced per the originally planned timescales and some have been delayed until later in 2020/21 or until 2021/22.
- Medical Examiner Service – the rollout of this new service was suspended between April and June 2020. This has impacted the appointment to Medical Examiner posts and the ability to commence the new service. Reduced income from this service is therefore forecast from 2020/21. It should also be noted that there has been a change to the income we can generate from the completion of cremation form fees. There is therefore an increased funding requirement for Welsh Government to cover the costs of this service in 2020/21.

We continue to forecast the Welsh Risk Pool outturn at £120.955m, which will require the risk sharing agreement to be invoked for £13.779m as originally set out in our IMTP. We will as planned undertake a review of high value cases and new claims reported by organisations at the end of Q1, and amend the Risk Sharing formula for the audited 2019-20 outturn. Any required revisions to the departmental Expenditure Limit (DEL) and Risk Sharing will be reported to the Directors of Finance Group, agreed with Welsh Government and be amended in the subsequent monitoring returns.

Further work is now needed to assess the Brexit stock holding levels in light of lesson learnt from COVID-19 over and above the initial work completed in 2019-20.

Capital

The availability of capital in light of COVID-19 represents a significant concern to the achievement of some key areas of our IMTP not only for 2020/21 but also for future years.

The table below summarises our IMTP submission capital requirements, including a number of All Wales schemes with a revision to current requirements for 2020/21 against a comparison of funding included in our CEL at the close of Month 2. We are meeting with Welsh Government to discuss our capital requirements on 9 July 2020.

CAPITAL PROJECT	2020/21 IMTP £m	2020/21 Revised £m	2020/21 CEL £m
Discretionary	0.600	0.600	0.600
NHAIS	0.253	0.253	0.253
GP Wales sustainability hub	0.163	0.163	0.163
Vehicle replacement plan	0.504	0.504	
Case management system	0.624	0.624	
IP5 annual discretionary requirement	0.250	0.250	
Laundry	0.769	0.769	
Trams	10.494	10.494	
Scan for safety	2.661	2.661	
Patient medical records (if not funded 19/20)	0.365	0.365	
IP5 solar panels (if not funded in 2019/20)	0.448	0.448	
Bridgend stores roof (if not funded 19/20)	0.350	0.350	
NHS student bursary system	0.200	0.200	
Accommodation for new medical examiner service	0.050	0.050	
Additional discretionary	0.400	0.400	

CAPITAL PROJECT	2020/21 IMTP £m	2020/21 Revised £m	2020/21 CEL £m
Fiscaltech	0.144	0.144	
PMO software	0.090	0.090	
RPA thoughtonomy	0.090	0.090	
Customer portal	0.120	0.120	
Digital identity validation	0.089	0.089	
Time recording system	0.090	0.090	
Streamline performers list	0.050	0.050	
Adc/voicepick	0.158	0.158	
Ip5 additional works (if not funded 19/20)	0.336		
Temporary medicines unit 1		0.108	0.108
Temporary medicines unit 2		0.158	0.158
Temporary medicines unit 3		0.271	0.271
Covid-19 - NWSSP assets		0.012	
Covid-19 - NWSSP national assets		3.863	
TOTAL CAPITAL REQUIREMENTS	19.298	23.374	
JUNE CEL			1.553

In particular funding has been assumed in 2020/21 for three schemes on the basis of previous discussions and submissions to Welsh Government:

- **HCS Vehicle Replacement Plan** – a 10 year strategic vehicle replacement business case was submitted in 2019/20 to inform our capital requirements to sustain our HCS and Supply Chain Fleet from 2020 – 2030. This funding has previously been provided annually and the intention was to have funding agreed to implement the defined asset replacement programme.

- **Legal & Risk Case Management System** – this has received Ministerial approval and a capital funding ceiling limit provided to enable us to proceed to Full Business Case. From previous discussions with Welsh Government digital colleagues it was our understanding that this funding would be made available when required in 2020/21. We are now proceeding to commence the procurement process for this new system.
- **IP5 Discretionary Requirement** – since the purchase of the IP5 Warehouse in 2019 it has become apparent that an additional discretionary budget should be allocated to ensure the capital development and upkeep of this building. This has previously been discussed and agreed in principle with Welsh Government capital colleagues and an addition to our CEL was anticipated.

In addition to these items, for which we believed funding to have been secured, there are some key strategic projects where capital investment is required to enable these to proceed further. These include the Laundry, TRAMS, Scan for Safety and Patient Medical Records projects that will be unable to be progressed if this capital funding is not available and are key to achieving the objectives set in our IMTP.

Financial governance

We have continued to review the effectiveness of governance and decision-making arrangements; primarily through our Planning and Response Group. We have provided regular updates to our Audit Committee on expenditure and the role of the Finance Governance Group we have put in place.

We have to date commissioned one internal audit rapid review, not out of concern, but in anticipation that there will be intense future scrutiny over PPE expenditure. A copy of the scope of this review is attached at Annex O.. The review should report by the end of July, and be reported to the September Audit Committee.

We have needed to make changes to the Scheme of Delegation to support the procurement of priority stock and equipment. A temporary adjustment was made to the financial limits delegated to NWSSP in respect of COVID19 and pandemic related expenditure incurred on behalf of NHS Wales by the Velindre University NHS Trust Board on 18 and 30 March 2020. It was agreed that these increased limits for COVID expenditure would be reviewed before 30 June 2020.

Under the standard Standing Orders and Standing Financial Instructions Contracts exceeding £100,000 required approval of the Velindre Board. It was initially agreed on 18 March 2020 to increase the delegated authorisation limits for the Chair and Managing Director for COVID 19 expenditure to £2M. This was subsequently increased to £5M from 30 March 2020. However, contracts and orders for COVID expenditure in excess of £5M will still require approval of the Velindre Trust Board, which for expedience may need to be through the existing mechanism of Chair's action. Approval was given by the Board on 25 June 2020 to extend these increased limited to 30 September 2020.

Welsh Government approval is still required on all orders over £1m or advanced payments worth 25% or more of the contract value.

Risks to delivery and mitigations

As stated in the Overview section, our staff have responded brilliantly to all that we have asked of them in Q1, and in March. We have maintained all our core services and taken on more. Our partners have been very accessible to act as sounding boards and continued to offer us their support as we have navigated uncharted waters in recent months.

As we transition now into Q2 and resume a number of our national programmes the following risks have been identified:

Risk	Mitigation
Lack of staff capacity to adapt to further change.	<p>Where we have moved to new ways of working, we now need to evaluate these for the longer term.</p> <p>We also need to act upon the results of our staff survey and have already put in place a plan of action.</p> <p>We have written to all staff to ensure they access their annual leave in the next few months, and in advance of any potential second peak anticipated from September. We are monitoring annual leave and rest periods closely.</p> <p>We have provided a range of tools to support staff mental health to adapt to new ways of working.</p>
Lack of staff capacity due to an outbreak of COVID-19	<p>We have put in place wide range of stringent measures to ensure we are compliant with infection protection guidance. We are monitoring compliance with this closely.</p> <p>We have put in place a redeployment process that identified skills to deploy staff as required.</p> <p>We have expanded our Bank to have ready access to additional staff if required.</p> <p>We have identified from our lessons learnt, a number of critical areas e.g. payroll where written procedures need to be updated.</p>

Risk	Mitigation
Change of leadership in Primary Care Division	<p>We were scheduled to interview for a new Director of Primary Care Services just prior to lockdown following the retirement of the previous Director. These interviews have been rescheduled for July.</p> <p>The outgoing Director of Primary Care Services agreed to stay on for a few more months on a part time basis to support a smooth transition until the new Director can take up post.</p>
Service developments cannot be taken forward due to a shortfall in capital funding	<p>We will review our discretionary capital investment programme and reprioritise in line with this revised Q2 operational plan.</p> <p>However a number of planned service improvements and new major service developments are reliant on capital investment. The detail of these are set out in the Capital section.</p> <p>In the event that capital funding can no longer be provided by Welsh Government to support national programmes we will discuss mitigation with the relevant Programme Boards and the Welsh Government.</p>
Lack of capacity and expertise to support the intensity and scale of the PPE requirements	<p>We are reviewing our existing resources and structures across those Divisions providing PPE support to meet the increase in volume and stakeholder group.</p> <p>We have identified the need to invest in a data analyst post and an additional senior manager to support the demand forecasting work and co-ordinate PPE operations</p> <p>We will review our existing rostering systems to build in more resilience to those staff supporting supply chain and health courier services.</p>

Risk	Mitigation
	<p>We will invest in the oversight of the PPE work and financial costing of the stock and expenditure incurred; as redeployed staff return to their substantive roles.</p> <p>We will press ahead with our planned Scan4Safety programme and dashboard reporting enhancements to develop more efficient systems to support the teams.</p>
External political factors	<ul style="list-style-type: none"> • Brexit The residual risks identified through the Brexit Programme NWSSP managed during 2019-20 will need to be revisited in light of lessons learnt from COVID-19 and also the changes in new UK Government policy. We need to work through the most recent emerging scenarios and revise our assessment of risk accordingly. • China The current political situation in Hong Kong has resulted in many nations placing restrictions on China. China remains a key source of PPE supply. We continue to work with the Welsh Government, the Life Sciences Hub and other four nations to secure supply that is less reliant on the Chinese market.

NWSSP Planning & Response Group
Summary of Activity & Outcomes
July 2020

Introduction

Over recent months, the impact of COVID-19 resulted in a huge change in the way that NWSSP has had to operate but staff responded fantastically to the challenge. The majority of our main services were not stood down and we continued to operate in very difficult and challenging conditions. The rapid roll out of Office 365, supported by significant investment in IT equipment, was instrumental in achieving a safer working environment for staff with many able to work from home, allowing greater flexibility for socially distancing measures to be implemented at our main hubs and sites.

When the likely impact of COVID-19 became apparent, NWSSP Business Continuity processes were immediately implemented. One of the specific measures actioned was the establishment of the Planning and Response Group (the Group) in March 2020. This paper sets out the activities of, and the outcomes from, the Group.

Meetings and Membership

The Group met at least weekly since March 17 2020 and held its final meeting on June 16. The membership comprised the following:

Name	Position
Neil Frow	Managing Director
Andy Butler	Director of Finance & Corporate Services
Gareth Hardacre	Director of Workforce & OD
Simon Cookson	Director of Audit & Assurance
Dave Hopkins	Director of Primary Care Services
Paul Thomas	Director of Employment Services
Neil Davies	Director of Specialist Estates
Mark Harris	Director of Legal & Risk Services
Jonathan Irvine	Director of Procurement
Malcolm Lewis	Medical Director
Pete Phillips	Head of Surgical Materials Testing Laboratory
Alwyn Hockin	Trade Union Representative
Mark Roscrow	IP5 Programme Director
Alison Ramsey	Deputy Director of Finance
Sarah Evans	Deputy Director of Workforce & OD
Darren Davies	Communications Manager

Peter Stephenson	Head of Finance & Business Development
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The above membership is largely therefore comprised of NWSSP SMT but with some important additions as follows:

- The inclusion of Trade Union representation helped to ensure that any concerns and issues from members of staff could be immediately escalated to senior management and equally that information arising from and decisions made by, the Group, could be immediately cascaded and shared across the organisation. There was also immediate input from a Trade Union perspective into the discussions and decisions within the Group, which provided assurance to management and all staff that decisions were being taken with the safety of NWSSP staff as the paramount factor. This was a new and different way of working for senior management and Union Officials and is now being continued with Alwyn attending the formal meetings of the Senior Management Team;
- The inclusion of Pete Phillips from the Surgical Materials Testing Laboratory helped to provide an independent and expert view on equipment and particularly Personal Protective Equipment (PPE). The expertise provided by SMTL helped to inform the procurement strategy for NWSSP, and equally allowed NWSSP senior management to ensure that SMTL and its staff was sufficiently supported in times of great challenge and stress; and
- Having the Communications Manager present facilitated clear, consistent and prompt information flows to NWSSP staff, customers and suppliers, and enabled senior management to consider and implement different and innovative communication approaches (e.g. video messages from each director and regular blogs from the Managing Director).

Meeting Content

The following were standard items on the agenda:

Workforce Updates

A paper was produced for each meeting providing a weekly position with regard to the following:

- COVID-19 Related Absences;
- Testing and Outcomes;
- Wellbeing Support;
- Redeployment; and
- Bank and Agency Use.

Over the course of the tenure of the Group, the number of absences due to COVID-19 reduced substantially, and there was also a switch from agency to bank staff, which helped to retain proven staff without having to pay additional commissions. Additional well-being support was put in place that included enhancements to the Mental Health First-Aider Scheme, and the establishment of the Peer Support Programme, where Workforce staff were available at designated times to take calls from staff on any concern. Over time they were joined by Alwyn Hockin who made himself available to take such calls.

Finance Governance Updates

Verbal updates were provided on the work and outcomes of the Finance Governance Group. The updates were provided by Simon Cookson who is Chair of the Group. The Group was established to provide immediate review and approval of high value and urgent advance payments, primarily, although not exclusively, for PPE. Membership included senior representatives from Finance, Legal & Risk, Accounts Payable, Counter Fraud Wales and also the Director of Finance and the Vice-Chair of Velindre University NHS Trust. This provided an immediate and effective route into both the Velindre Trust Board and Welsh Government for related approvals. To date, 41 orders have been reviewed with an approximate total value of £283m.

Building Managers' Group

Documented outputs from the weekly Building Managers' Group were presented to the Group by either Andy Butler or Peter Stephenson, who both attend the Building Managers' Group. The Group included all the Site Leads from across NWSSP as well as Stores, Trade Union, Health & Safety, Procurement and Finance representatives. The Group ensured that all NWSSP buildings, whether owned or directly leased by NWSSP, or where space is rented from a Health Board, were included in the remit to provide safe systems of work for all NWSSP staff in the face of the pandemic.

Demand and Capacity Update

Each Director provided a verbal update on related issues within their Directorate. Any significant concerns relating to change in demand and capacity were brought to each meeting to enable a corporate view to be taken on issues such as re-deployment.

Staffing Issues & Concerns

Alwyn Hockin, Trade Union Representative, gave a verbal update to each meeting to provide an opportunity for any issues from staff across NWSSP to be considered by the Group. This included issues such as ensuring that the televisions in each building reminded staff of social distancing measures.

Finance Update

A verbal update from the Director of Finance & Corporate Services was provided to each meeting covering the current financial position and the specific implications of direct expenditure on PPE.

Key Messages from HSS Planning & Response Group

Verbal feedback from the Managing Director was provided on issues and solutions being discussed at a national level. This helped to ensure that the approach taken within NWSSP supported the national strategy being driven by Welsh Government, and conversely that the Welsh Government were aware of any limitations and issues within NWSSP.

Key Messages for Communication

This provided an opportunity for the Communications Manager, Darren Davies, to both update the Group on the latest communications activity and to also ensure that any messages arising from the meeting were communicated consistently and promptly. As previously stated, video messages were recorded with each Director and made available via the intranet. In the first few weeks of the pandemic, a daily communications message was issued to all staff but the frequency of these messages were stepped down as time went on.

Risk Management

A separate Risk Register was documented for COVID-19 related risks and was reviewed and updated at the weekly meetings of the Group. The Register contained eight risks, which were categorised as follows:

Current Risk Rating	June 2020
Red Risk	1
Amber Risk	7
Yellow Risk	0
Green Risk	0
Total	8

The one red-rated risk relates to the financial risk arising from the significant additional spend on COVID-19 related activities and equipment and the potential that this additional spend will not be fully reimbursed by Welsh Government. Other key risks in the register, which are currently being effectively mitigated, include:

- Staff are exposed to COVID-19 in the workplace;
- NWSSP are unable to secure sufficient stocks of Protective Personal Equipment (PPE) on behalf of NHS Wales;

- NWSSP are unable to maintain business-critical services; and
- Staff well-being is adversely affected either directly or indirectly as a result of COVID-19.

Outcomes

All decisions taken by the Group were recorded in an Issues and Decisions Log that was reviewed and updated at every meeting. In total, 64 decisions were formally taken with some of the most important being:

- Ensuring that as many staff as possible were provided with laptops and VPNs to enable them to work remotely – over 450 of each were issued to staff in the first few weeks of the pandemic;
- Instructing NWIS to migrate all staff to Office365 which again increased the capacity of NWSSP staff to work remotely – over 1500 staff were migrated in a three week period;
- Ensuring that social distancing measures were put into place including appropriate floor and wall signage, perspex screens for reception areas, and a review of work settings using expert input from Specialist Estates;
- Increasing approval limits for senior staff to provide more flexibility in procuring critical equipment in very competitive and time-pressured markets;
- Extending the opening hours of all NWSSP sites so that staff could work more flexibly and maintain social distancing;
- Discouraging staff from travelling to face-to-face meetings by moving all meetings on to skype (and later Teams);
- Establishing the Finance Governance Committee to provide a speedy and comprehensive approval process for urgent procurement requests (and particularly PPE);
- Overseeing the transfer of agency-contracted staff to bank contracts to maintain flexible capacity but with better value-for-money;
- Establishing the Adapt and Future Change Group to oversee the return to business-as-usual while not losing the benefits that the response to the pandemic brought; and
- Introducing personal health risk assessments for all staff.

Next Steps

Staff surveys have been recently undertaken, with a slightly different focus depending upon whether staff had largely continued to come in the office or stores, and those that had been working remotely from home. The results of both surveys are very positive:

- Staff who have been primarily working from home are positive about communications with colleagues, management and customers, and are happy that they have sufficient equipment to enable them to work

productively from home. They are enjoying the experience, often saving significant time normally spent commuting, and are very assured that they are being adequately safeguarded from the impact of the virus during this difficult time;

- Staff who have continued to come onto site are equally happy with the information that has been provided to them and the communication channels which enable them to maintain contact with colleagues, management, suppliers and customers. Only a minority of staff viewed themselves as being really anxious over coming into work, and the majority felt assured that their welfare was being adequately safeguarded.

An Action Plan has been developed to pick up the specific issues raised in the survey and this is being co-ordinated and monitored through the Adapt and Future Change Group (A&FCG). As lockdown measures begin to be relaxed, the Planning and Response Group has been stood down, and the A&FCG will continue to work on the planned approach to return to some degree of normality, while also grasping the opportunities for different ways of working that have been a feature of the last few months. To help structure the future direction of travel for NWSSP the A&FCG has prepared a survey which will be issued to all key stakeholders seeking opinions on how NWSSP responded to the pandemic and what we need to do differently going forward. In addition the A&FCG has also collated both the lessons learned and opportunities arising from the response to the pandemic, and some of the key responses in each area are as follows:

Lessons Learned

- Large numbers of our staff are able to work from home and in some instances have been significantly more productive than they were previously working in the office. At the same time, reported sickness levels, despite the impact of COVID-19, are at an all-time low;
- For those staff unable to work from home, NWSSP can still offer an agile way of working through flexible working patterns and extending the opening hours of our buildings;
- The move from face-to-face to virtual meetings (whether formal management meetings or pre-employment checks) has worked well and has led to a more efficient use of time, whether in the meeting itself, or in the time not having to be spent travelling to and from the meeting;
- A talent/skills pool would have helped support the rollout of a deployment pool more quickly;
- There were some difficulties in transferring telephone numbers to alternative devices, and an increased investment in softphones should help to address this;

- Cramming an increasing number of desks into already crowded offices is not the way forward.

Opportunities

- The promotion of agile working to all staff through the provision of technology and flexible working approaches provides the opportunity to enhance staff welfare and well-being while maintaining and/or increasing productivity levels, with the potential for a reduced accommodation footprint;
- Greater use of technology reduces the need for face-to-face meetings providing savings in paper and travel costs, and thereby reducing NWSSP's carbon footprint;
- The profile of NWSSP's response to the pandemic has highlighted the value of a Shared Service to NHS Wales, and particularly in comparison to NHS England. This provides the opportunity to develop the services we currently offer to new markets and customers (e.g. Social Care, Primary Care Contractors) and also to develop new services; and
- The redeployment of members of staff to other roles within other directorates during the pandemic demonstrates the potential to utilise the workforce in a more corporate rather than siloed manner. This would provide more opportunities for career development and provide NWSSP with a more flexible resource that could be directed to areas of most need as required.

Conclusion

The Planning and Response Group was established as part of an urgent response to the pandemic, and has provided effective governance over the approach taken by NWSSP in recent months. Key successes for the organisation have been achieved including:

- Procurement and Supply Chain staff played a key role in ensuring that NHS Wales was provided with sufficient PPE in a very challenging and dynamic market;
- The Surgical Materials Testing Laboratory have had a critical role in ensuring that the equipment is safe to use;
- Many of the divisions were involved in helping support the set up and kit out of the new field hospitals;
- HCS staff collected and delivered tests so that staff were able to return to the front line as soon as possible;
- Recruitment staff helped to on-board both medical students and returners to aid the fight against COVID-19; and

- Behind the scenes, payrolls were still being run, legal advice dispensed, and suppliers and contractors continued to be paid.

While the Planning and Response Group has now been stood down, and its activities covered either through the regular meetings of the Senior Management Team and/or the Adapt and Future Change Group, the risk of further waves of the pandemic is recognised and the resultant need to reinstate the Group if this were to happen.

MEETING	Shared Services Partnership Committee
DATE	23 July 2020
AGENDA ITEM	TBC
PREPARED BY	Alison Ramsey, Deputy Director Finance & Corporate Services
PRESENTED BY	Alison Ramsey, Deputy Director Finance & Corporate Services
RESPONSIBLE HEAD OF SERVICE	

TITLE OF REPORT

Adapt and Future Change Group Update Report

PURPOSE OF REPORT

The purpose of this report is to provide the SSPC with an update on the output and outcomes of the Adapt and Future Change Group.

1. BACKGROUND

The COVID-19 pandemic represents unprecedented challenges to Health Care provision and requires significant and sometimes difficult decisions at pace. The Welsh Government issued guidance to NHS organisations and from this NWSSP developed a COVID-19 Response Plan.

A Planning and Response Group was established to lead the decision making around the response needed to COVID-19 pressures. The guidance also recommended the establishment of a Recovery Group early in the response. Within NWSSP this will be known as the Adapt and Future Change Group (the Group).

The primary aim of the Group is to assist the NWSSP SMT to ensure that there is a clear and well-managed approach to moving forward post COVID19 pandemic.

Roadmap

The Group has agreed on the need to adopt a roadmap approach to provide staff and customers with clarity on timescales and overarching direction of travel in Q1 and Q2. There are four pillars to the Roadmap:



An update on progress is included at **Appendix A**. The Roadmap introduces the principle of regular checkpoints when SMT will consider progress against a number of indicators and consider the views of key stakeholders before moving to the next stage. It is not anticipated that all proposed steps on the Roadmap are mutually dependent, but some maybe, and this will need to be identified and confirmed as part of the work.

To date the discussion of the Group had focussed on issues relating to preparing our sites and preparing our workforce. A significant amount of progress has been made in these areas, and evidence was included in our Q2 plan.

During July we have sent out a survey to our customers within Health Boards and Trusts. We are using iSurvey tool, but a Word version is included at **Appendix B**.

Assessment Tool

The Group has agreed that the emphasis needs to be on moving forward, not necessarily on 'going back' to the way things were. An assessment tool template has now been completed by all Divisions which helped to inform the Q2 Plan submission.

The tool had been developed to capture information by Division under three areas:

- **Opportunities**

This aims to capture areas for development (the What), benefits realisation (the Why), planned action (the How), identification of a lead and initial assessment of resourcing.

- **Issues**

This aims to capture the issues under the four pillars and to assess the consequence (the So What?).

- **Lessons learnt**

The lessons learnt log is a repository for lessons that apply to our COVID-19 response. This was included in our Q2 plan and is included as **Appendix C**.

Staff survey

The results of the staff surveys conducted in early June and the initial response plan were published week commencing 22 June. This was included in our Q2 submission as and is included as **Appendix D**.

The following complementary guidance has also been published on a dedicated part of the NWSSP Intranet:

- Adapting to new ways of working guidance
- Safe system of work on social distancing at sites guidance
- Easy read guidance on requirements when at sites
- A video voiced by Joint Chair of Local Partnership Forum to promote the measures put in place on sites.

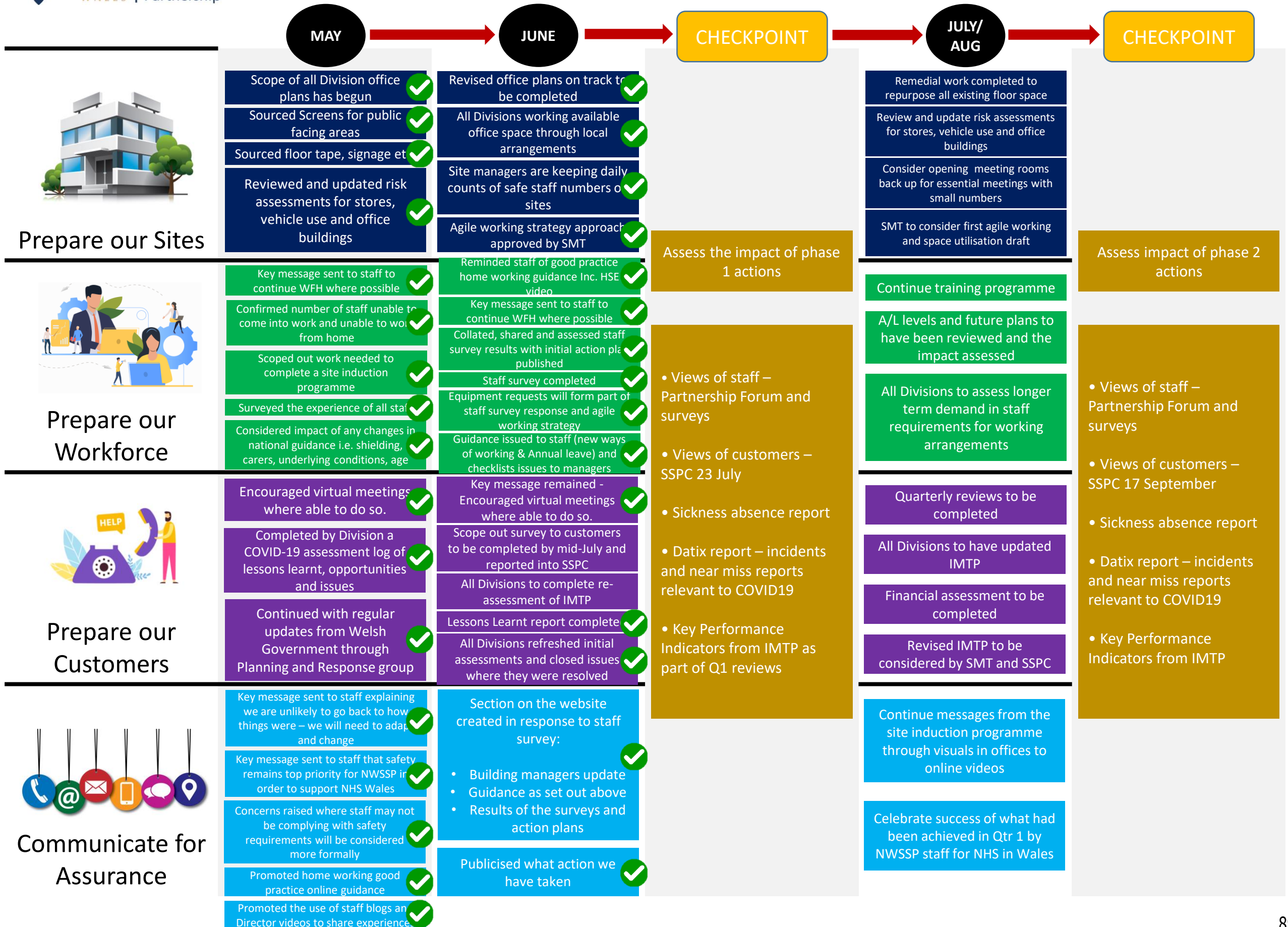
Key areas where further work is needed:

- The development of an NWSSP Agile Working Strategy for the longer term, with the emphasis being on 'Work is an activity we do, not a place we go'. In turn, review and update our estates and accommodation requirements for the future.
- Consideration of the changes we may need to make to our contact centre arrangements; Simon Cookson Director of Audit and Assurance is leading on this project, with support from Kelsey Rees-Dykes.
- Review of the immediate ICT arrangements we put in place to support remote working, and assess the need for further changes.
- Update our Business Continuity Plan to take account of lessons learnt in readiness for a second peak or similar future pandemic event.

2. RECOMMENDATION

SSPC are asked to note the update from the Adapt and Future Change Group.

NWSSP COVID-19 Adapt and Future Change Road Map



Questions to ask our Customers

We have continued to provide a full range of services during the COVID19 pandemic. We have taken on additional responsibilities and developed new services to respond to the needs of our customers. At the same time, we have transitioned the majority of our staff to a home working model.

With this in mind, we want to listen and learn from the experiences of our customers in recent months, so we can continue to adapt and change.

Please tick which box applies to you:

SSPC Member	Board Secretary	
Director of Finance	Director of Workforce & OD	
Primary Care Director and Asst.	Medical Directors and Asst.	
Nurse Directors and Asst.	Deputy Directors of Finance	
Asst. Directors of Workforce & OD	Directors of Therapies	
Audit Committee Member	NHS Chair	
NHS CEO	Welsh Government official	
Other, please state:		

1. Overall

	Strongly Agree	Agree	Disagree	Strongly Disagree	N/A
NWSSP has met your requirements with regards to supporting your response to the pandemic					
Please provide examples to help us to respond:					

2. Information and Access

	Strongly Agree	Agree	Disagree	Strongly Disagree	N/A
NWSSP has kept you suitably informed about the services available to support you throughout the pandemic					
You have been able to access the support you					

required without undue delay					
Please provide examples to help us to respond:					

3. Service quality and timeliness

	Strongly Agree	Agree	Disagree	Strongly Disagree	N/A
NWSSP has delivered an improvement in service quality					
NWSSP has delivered services against agreed timescales					
Please provide examples to help us to respond:					

4. Innovation and use of technology

	Strongly Agree	Agree	Disagree	Strongly Disagree	N/A
NWSSP has provided innovative solutions to your pandemic related requirements using effective modern technology					
Please provide examples to help us to respond:					

5. Productivity

	Strongly Agree	Agree	Disagree	Strongly Disagree	N/A
NWSSP has improved levels of productivity					

Please provide examples to help us to respond:

6. Delivery

	Strongly Agree	Agree	Disagree	Strongly Disagree	N/A
NWSSP has demonstrated its ability to work flexibly to meet your changing needs arising from the pandemic					
Please provide examples to help us to respond:					

7. What is the main change we have already made in response to the COVID19 pandemic that you would want us to retain? Explain why.

8. What is the main thing you believe we must change urgently to be ready for any future pandemic peak? Explain why.

9. Do you have any other suggestions or new areas of work where you believe NWSSP could add value to your service over and above what we already provide?

10. Do you have any final comments you would like to make?


Thank you for taking the time to complete this survey.


Once we have collated responses, we will share the findings with the Shared Services Partnership Committee, and through peer to peer groups.


Our service Divisions will use your responses to follow up via conversation any specific points raised and on our proposed actions.


We are in the process of re-establishing our regular customer review meetings for 2020-21, that were cancelled for Quarter 4 and Quarter 1.


Appendix C – NWSSP Lessons learnt collated as at 25 June 2020


Pillar	Lesson Learnt	Planned Action
 <p>Prepare our Sites</p>	Difficulties in transferring telephone numbers to alternative devices.	<ul style="list-style-type: none"> • Need to prepare guidance. • Need to explore the use of softphones more widely. • Review corporate mobile phone policy arrangements.
	Providing HCS and procurement services to new sectors and customers.	<ul style="list-style-type: none"> • Need to review medium and longer term staffing requirements. • Need to review stock holding requirements.
	Companies House (Landlord) did look at one point like they would close the building and offer us no access. At that time, it would have had a catastrophic impact on NWSSP ability to continue key services.	<ul style="list-style-type: none"> • Need to have a meeting with CoHo local team to agree a COVID-19 pandemic protocol.
	The use of rotas and extended opening hours has ensured social distancing can be maintained and a core onsite service retained where no homeworking solution possible.	<ul style="list-style-type: none"> • This to be extended to all Divisions to support staff who cannot work from home and want to return to offices.
	Staff have welcomed the reduced commuting by having the flexibility to work from home.	<ul style="list-style-type: none"> • Take forward agile working strategy. • Record savings on expenses.


Pillar	Lesson Learnt	Planned Action
 <p>Prepare our Workforce</p>		<ul style="list-style-type: none"> Convert mileage reduction to a carbon footprint saving.
	Reported sickness absence has reduced.	<ul style="list-style-type: none"> Investigate the reduction in sickness reported further – is under reporting an issue.
	Reduction in use of paper and printing.	<ul style="list-style-type: none"> Convert into reduction in paper usage. Review printer and photocopier requirements.
	Rapid roll of our o365 and remote working technology.	<ul style="list-style-type: none"> Review ICT training requirements. Review longer term ICT strategy. Review the use of PC and other office based systems; are there any remote ways of working to still be explored. Resume Windows 7 upgrade programme.
	Working remotely requires different skills.	<ul style="list-style-type: none"> Provide guidance to staff and managers on adapting to new ways of working. There is a risk we allow a two tier workforce to emerge – the agile working strategy need to offer something to all roles.
	Written procedures were not always in place and up to date. This was a key issue where roles needed to be reallocated or redeployed.	<ul style="list-style-type: none"> Review and update local procedures and store on Microsoft Teams.

Pillar	Lesson Learnt	Planned Action
 <p data-bbox="286 842 546 951">Prepare our Workforce</p>	<p>Not all staff have adapted easily to working from home.</p>	<ul style="list-style-type: none"> • Lack of suitable space. • Lack of suitable furniture. • Access to headsets, monitors, keyboards, softphones. • Need to keep this under review and align to outcome of agile working strategy.
	<p>A talent/skills pool would have helped support the rollout of a deployment pool more quickly.</p>	<ul style="list-style-type: none"> • Capture staff skills in a register. • Consideration of a generic core skill set. • Reduce the need for agency staff. • Consider a 'retained' type approach on a volunteer basis for driver/machinery skills for such BCP scenarios. NWSSP to support the training and release to maintain such skills.
	<p>The next steps as lockdown eases will be more difficult to manage – will this be decided upon centrally, or left up to local managers.</p> <p>Staff survey results indicate that there were differences in the way in which decisions by SMT were interpreted and staff felt there were mixed message between teams.</p>	<ul style="list-style-type: none"> • A clear communication plan needs to be retained for some months yet.

Pillar	Lesson Learnt	Planned Action
 <p>Prepare our Customers</p>	Customers have anecdotally not noticed any diminution in service since staff have moved to home working.	<ul style="list-style-type: none"> • Need to survey customers to confirm anecdotal feedback. • Take forward contact centre project. • Review measures of productivity across Divisions.
	Ability to conduct business via Teams and Skype has been a game changer.	<ul style="list-style-type: none"> • Need to make more use of Teams functionality as part of o365 Business Change Programme. • Need to better understand when face to face meetings remain the preferred means of engagement. • Review planned investment in office based technology e.g. meeting room screens.
	As an example, need to review the benefit v cost of the Covid Recruitment hub.	<ul style="list-style-type: none"> • Do we retain this, mothball it or use the time now to enhance existing systems.
	As an example, L&R established multidisciplinary COVID-19 hub to handle queries.	<ul style="list-style-type: none"> • Do we retain this approach and review existing team structures and cross team ways of working.
	The use of virtual Pre Employment Checks for recruitment has proved beneficial.	<ul style="list-style-type: none"> • Need to lobby for this to be retained.

Pillar	Lesson Learnt	Planned Action
 <p data-bbox="286 719 548 826">Prepare our Customers</p>	<p data-bbox="656 240 1361 427">Communications from Welsh Government, Health Boards, Local Government, Universities and others was too often un-coordinated making it difficult to make and act upon decisions.</p> <p data-bbox="656 475 1361 699">There was a strong case for 'once for Wales' approach driven by the urgent need for action; but we still experienced 'tribal' behaviours. There was confusion and delay, and central leadership took some time to be established.</p>	<ul data-bbox="1440 240 2033 391" style="list-style-type: none"> • Need to communicate with others what we need from them e.g. single point of contact as NWSSP liaison in each organisation.
	<p data-bbox="656 751 1361 1018">Post Payment Verification checks were halted at the request of the service due to other pressures on Primary Care. The downtime has been used to consider an alternative service, but to date this has not gained the support of the professional body.</p>	<ul data-bbox="1440 751 2033 901" style="list-style-type: none"> • Need to gain the support of Primary Care leads and professional bodies for this to be restarted.
	<p data-bbox="656 1066 1361 1216">Those areas that had local variation in operating procedures did struggle when key staff could not work, and redeployment from other teams was not a realistic option.</p>	<ul data-bbox="1440 1066 2033 1289" style="list-style-type: none"> • Standard Operating Procedures do offer the greater level of resilience to core services, especially where technology allowed for staff to be based anywhere in Wales.

Pillar	Lesson Learnt	Planned Action
 <p data-bbox="230 906 611 1018">Communicate for Assurance</p>	<p data-bbox="656 240 1361 312">Decision making became decisive, leaner and more immediate in general terms.</p>	<ul data-bbox="1440 240 2011 347" style="list-style-type: none"> • Review decision making process within Divisions and at an SMT level.
	<p data-bbox="656 395 1361 587">Governance arrangements were not always flexible and responsive. The 'hosted' arrangement meant it felt at times like an additional/duplicate tier of governance was required.</p>	<ul data-bbox="1440 395 2018 778" style="list-style-type: none"> • Improve the communication of the revised governance arrangements put in place to enable rapid and robust decision making. • Review with Welsh Government the outcome of the review, alongside feedback from customers and other stakeholders.
	<p data-bbox="656 791 1043 823">Staff adapted brilliantly.</p>	<ul data-bbox="1440 791 1966 895" style="list-style-type: none"> • Continue to engage with staff regularly and involve them in what we do next.
	<p data-bbox="656 911 1312 975">A wide range of communication tools for staff were needed:</p>	<ul data-bbox="1440 911 2033 1326" style="list-style-type: none"> • Morning mobilisation meetings for daily priorities at the height of the crisis. • 1:1s • Weekly team meetings. • Email updates from Comms team and MD. • Use of social media. • Weekly Planning and Response Group. • Use of staff blogs.

Pillar	Lesson Learnt	Planned Action
		<ul style="list-style-type: none"> • More work needed on informal engagement with staff – to encourage social interaction now missing by working from home.
 <p data-bbox="230 738 611 847">Communicate for Assurance</p>	<p data-bbox="656 395 1361 512">We could have done more to explain to staff who could not work from home, what we needed from them and why.</p> <p data-bbox="656 708 1361 943">Communications between teams could have been better in the initial phases. As an example, across Procurement, Accounts Payable and Finance initially as decisions made needed to link to changes to systems:</p>	<ul style="list-style-type: none"> • Keep under review requirements for roles to work on sites. This includes rotational working from base and working from home. • Ensure there is sufficient access to managers for those staff on site to raise concerns or seek advice. • Clarity on decision making and cascading agreed actions needed.

NWSSP Covid Staff Surveys

June 2020



DIOGELU CYMRU
KEEP WALES SAFE



RESULTS SUMMARY AND INITIAL ACTIONS



**GIG
CYMRU
NHS
WALES** | Partneriaeth
Cydwasaethau
Shared Services
Partnership

Covid Survey

Working from home

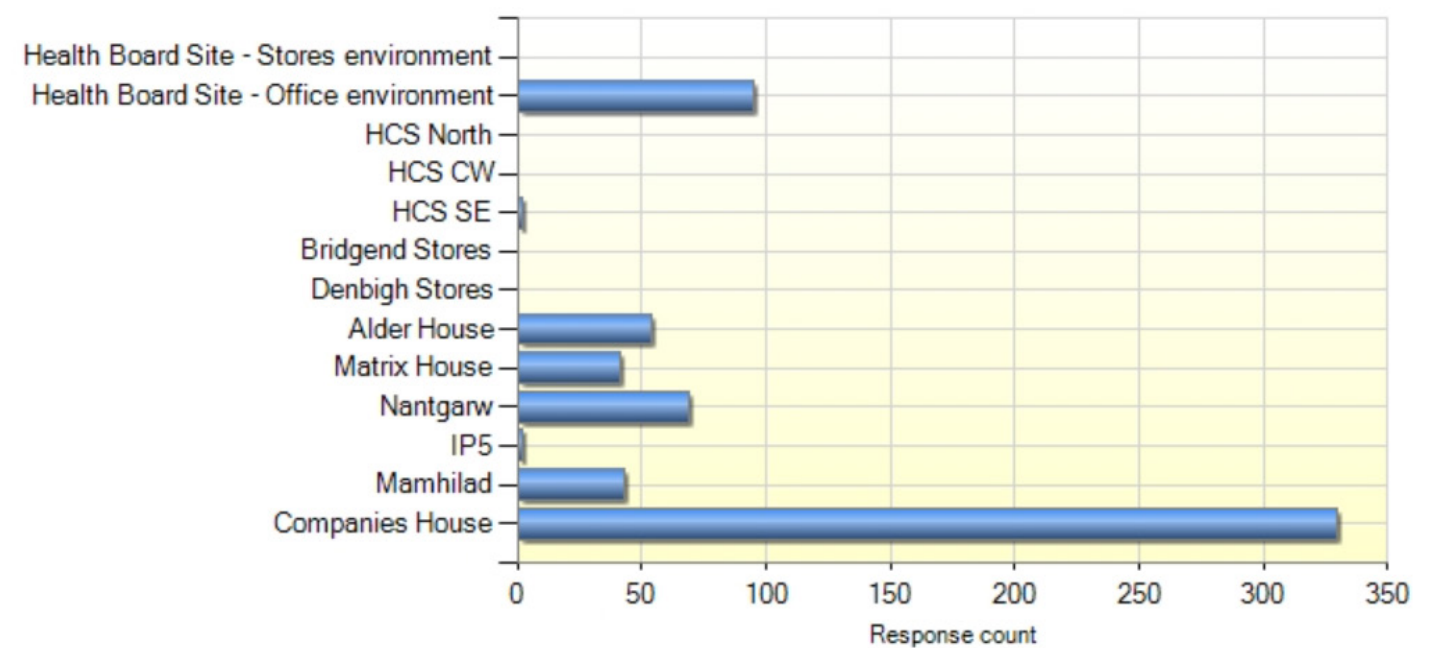


Covid Survey – Working from home

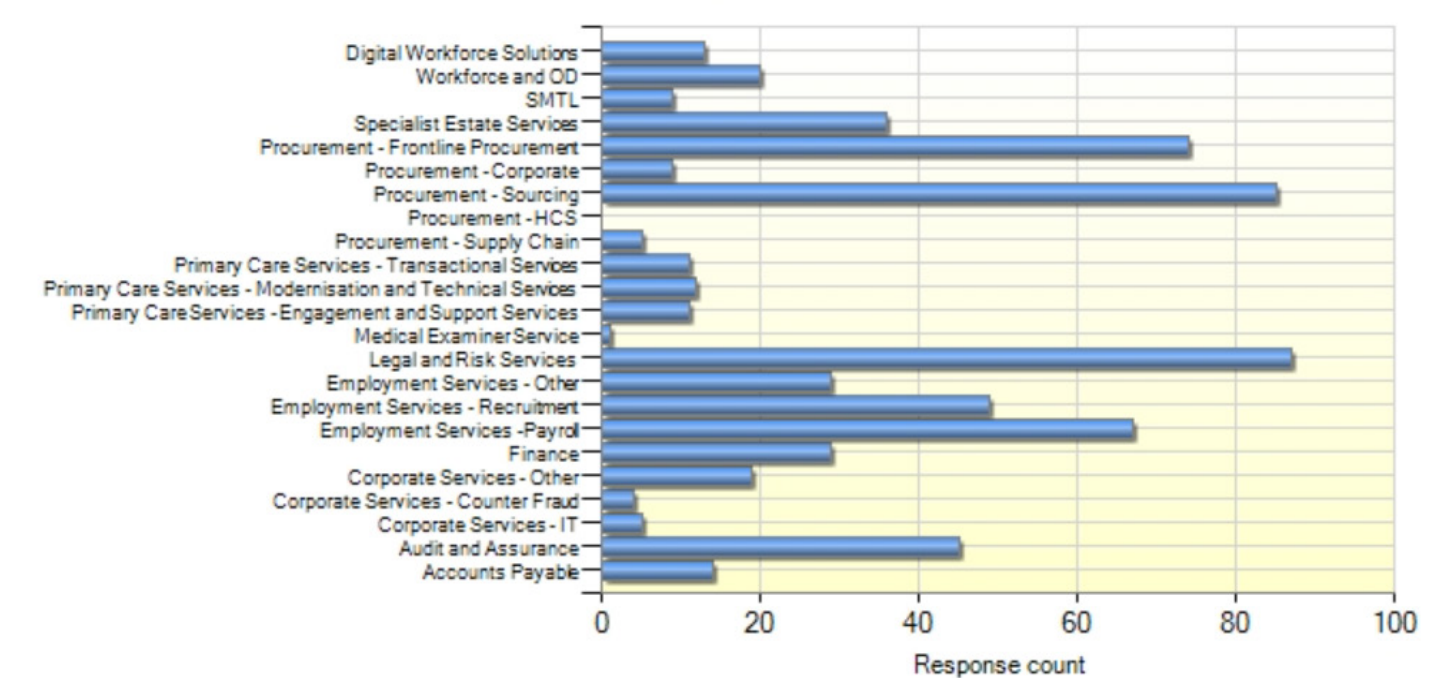
The survey was open from Friday 31st May to Friday 5th June. There were 641 responses, the total number of staff in this group is unknown.

Below is a visual display of the responses question by question. Full data has not been provided as not yet anonymised and some individuals will be able to be identified by their responses.

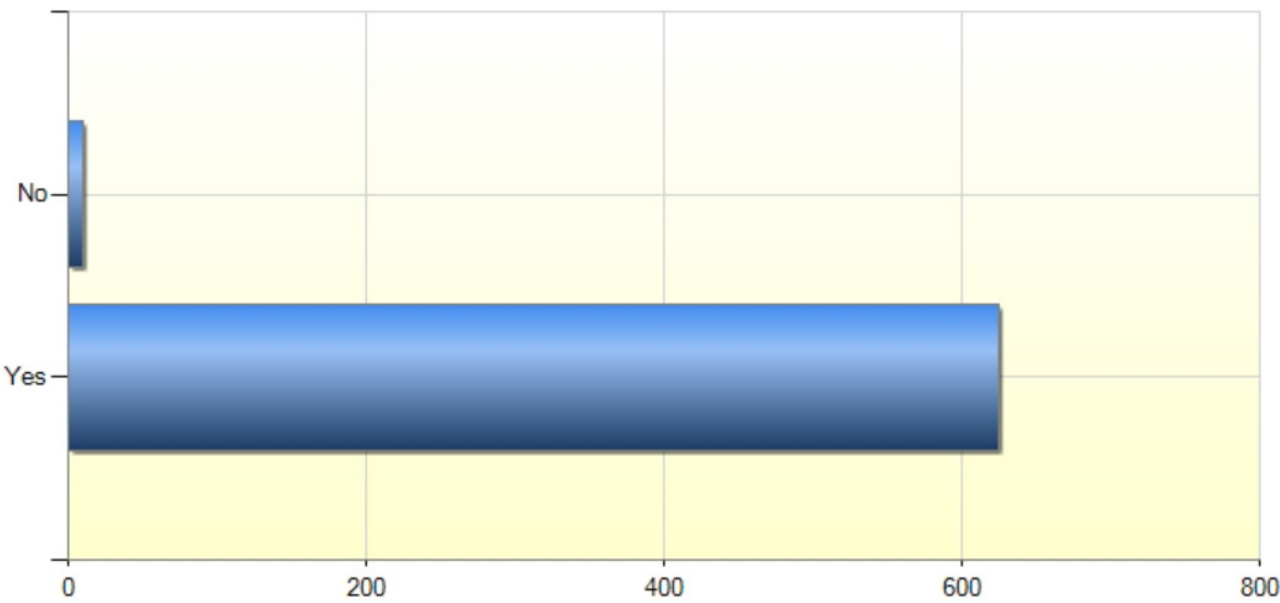
Q1 – What is your office location?



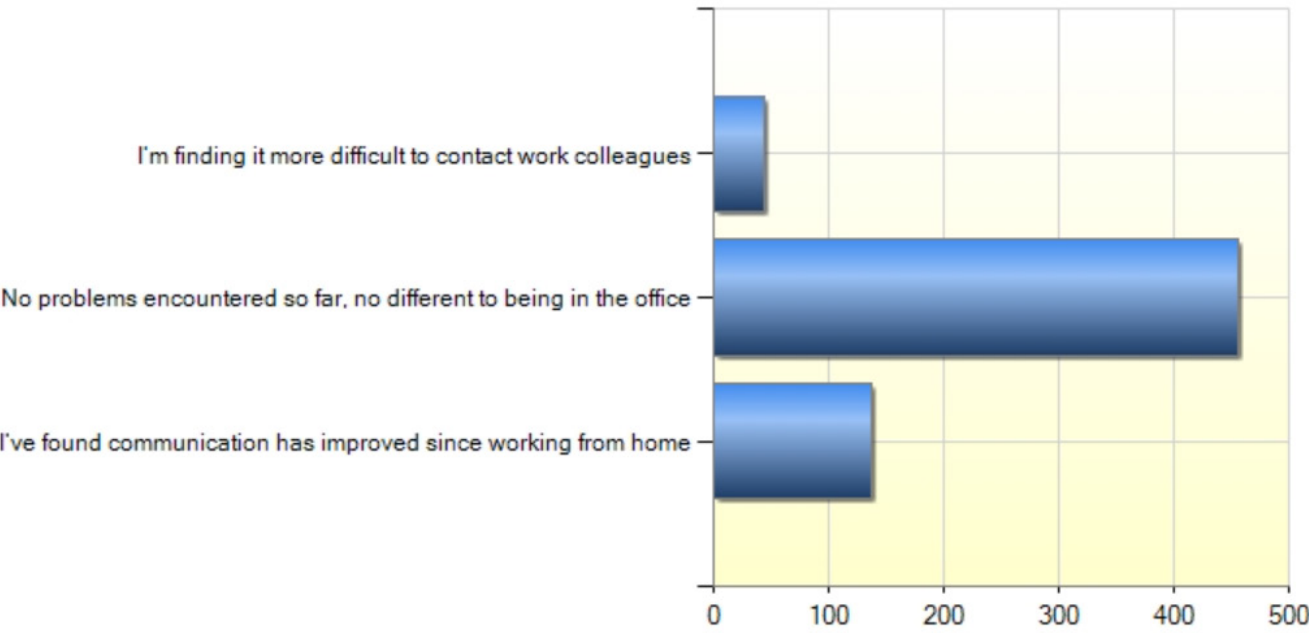
Q2 – Which Service Area do you work in?



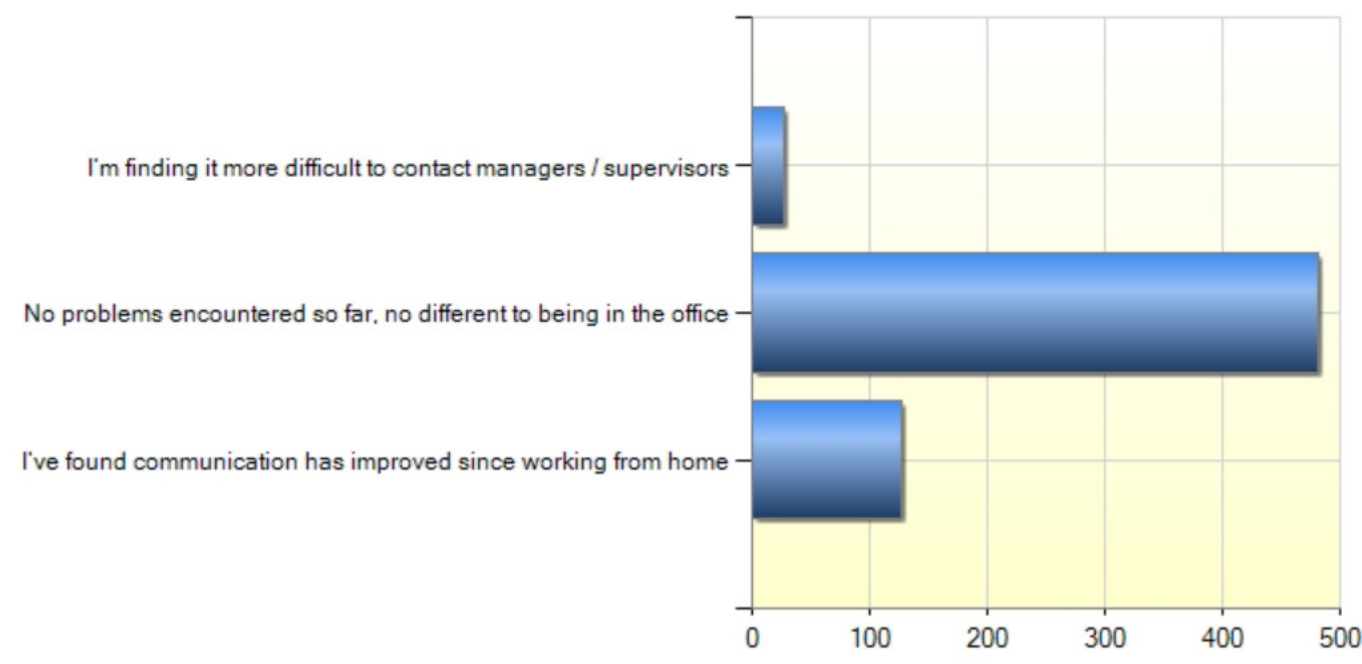
Q3 – Do you feel that you are being kept informed of COVID-19 developments in work that affect you in a timely manner?



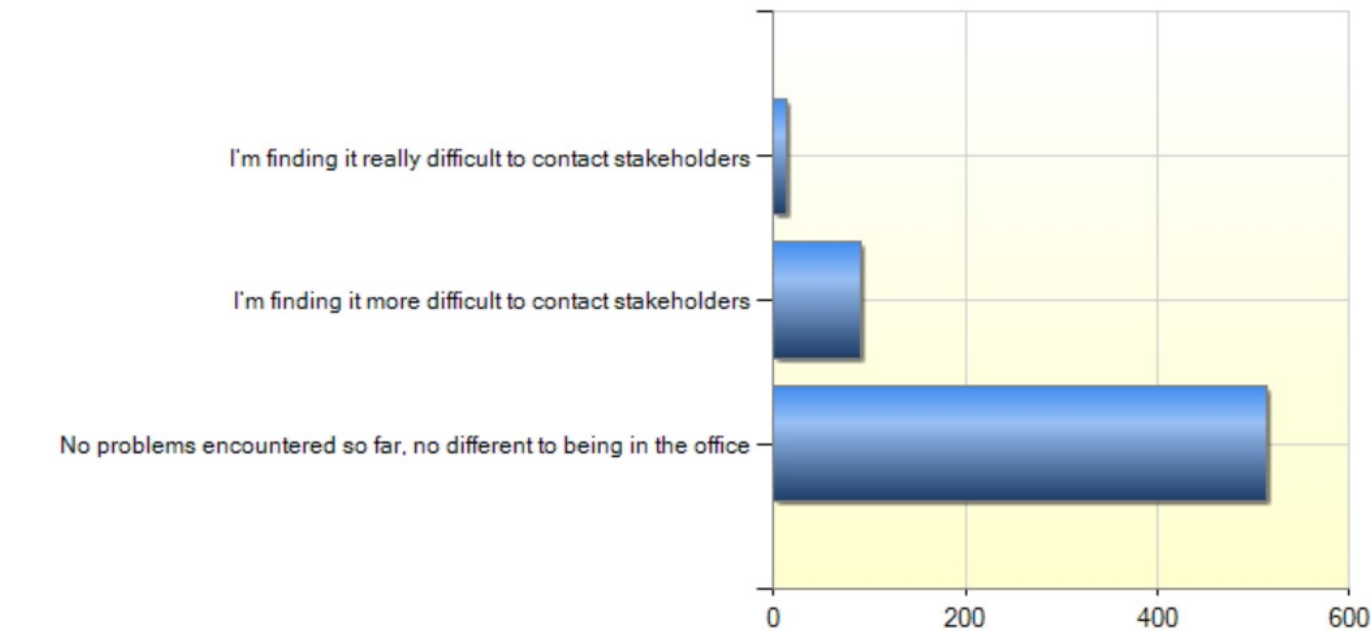
Q4 - How are you finding communicating with work colleagues?



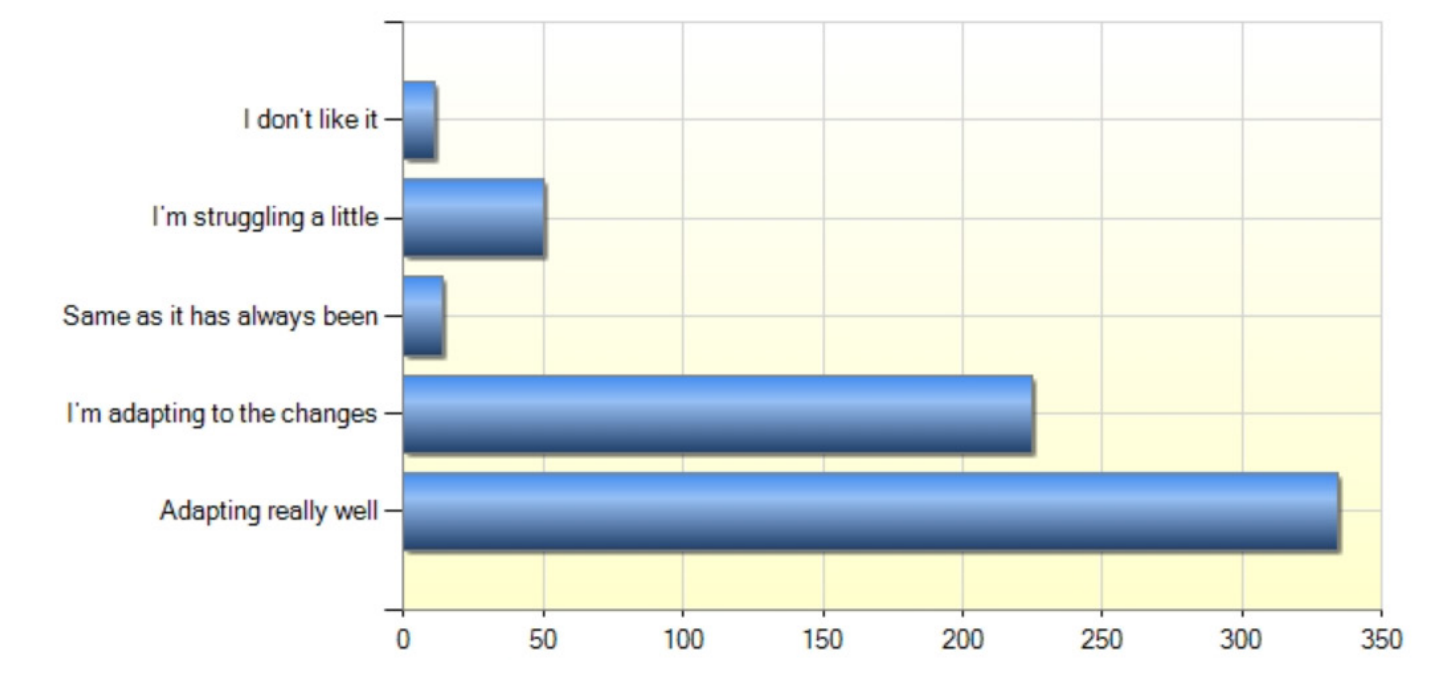
Q5 – How are you finding communicating with your managers / supervisors?



Q6 - How are you finding communicating with key stakeholders e.g. staff / suppliers / service areas etc.



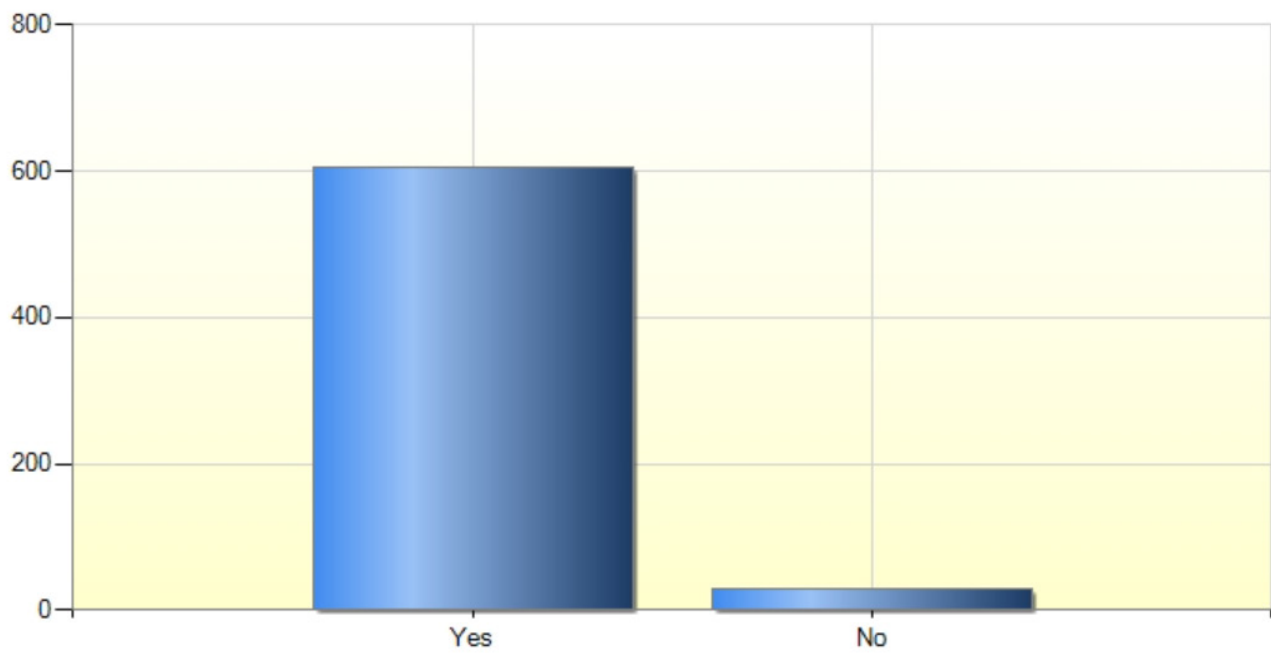
Q7 – How are you adapting to home working?



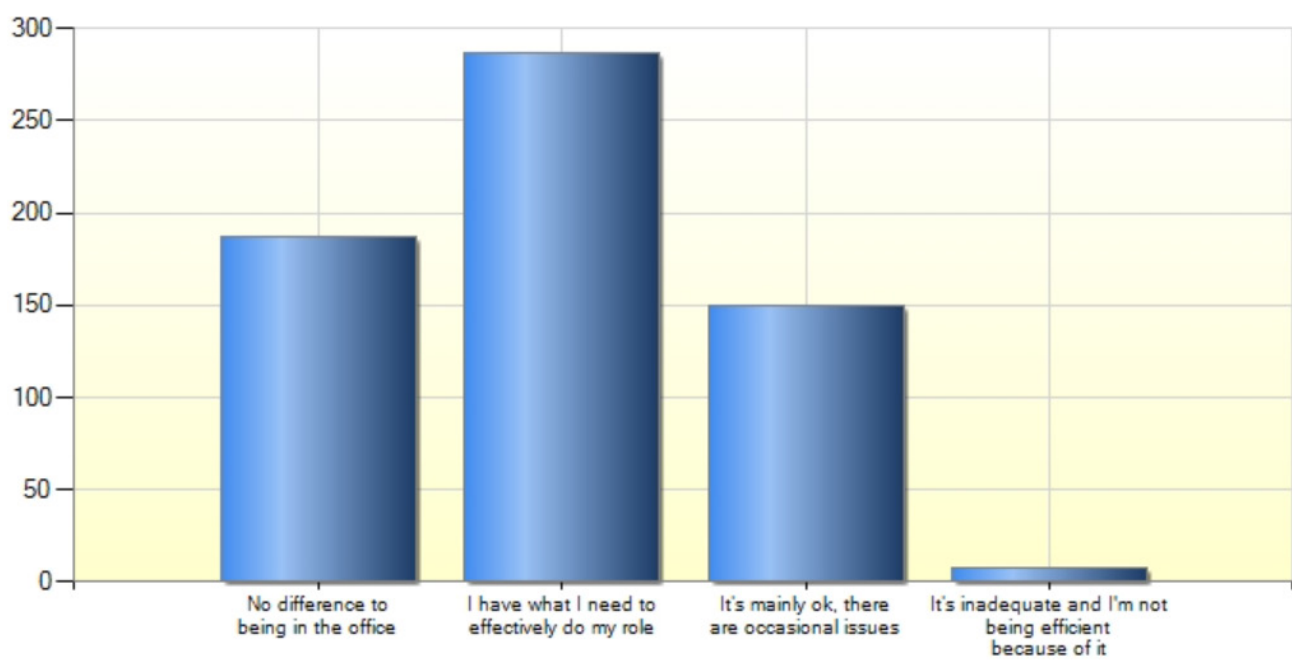
Q8 -How productive do you feel when you are working from home?



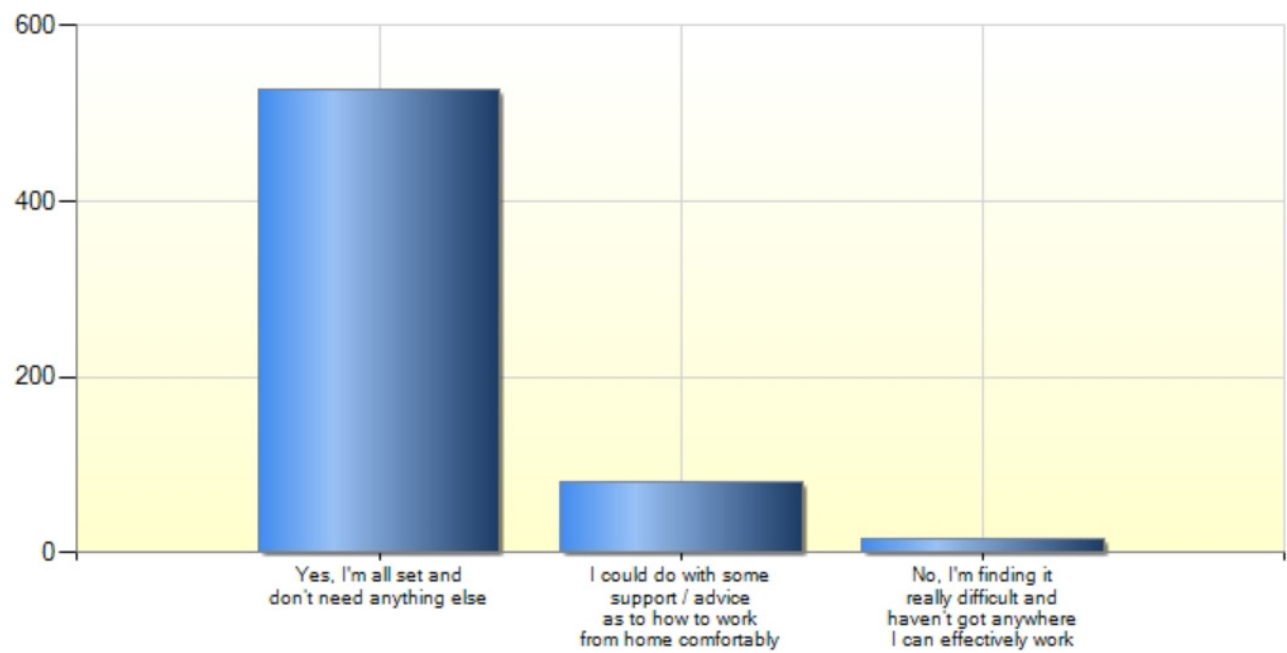
Q9 - Is your home IT connection sufficient for your needs?



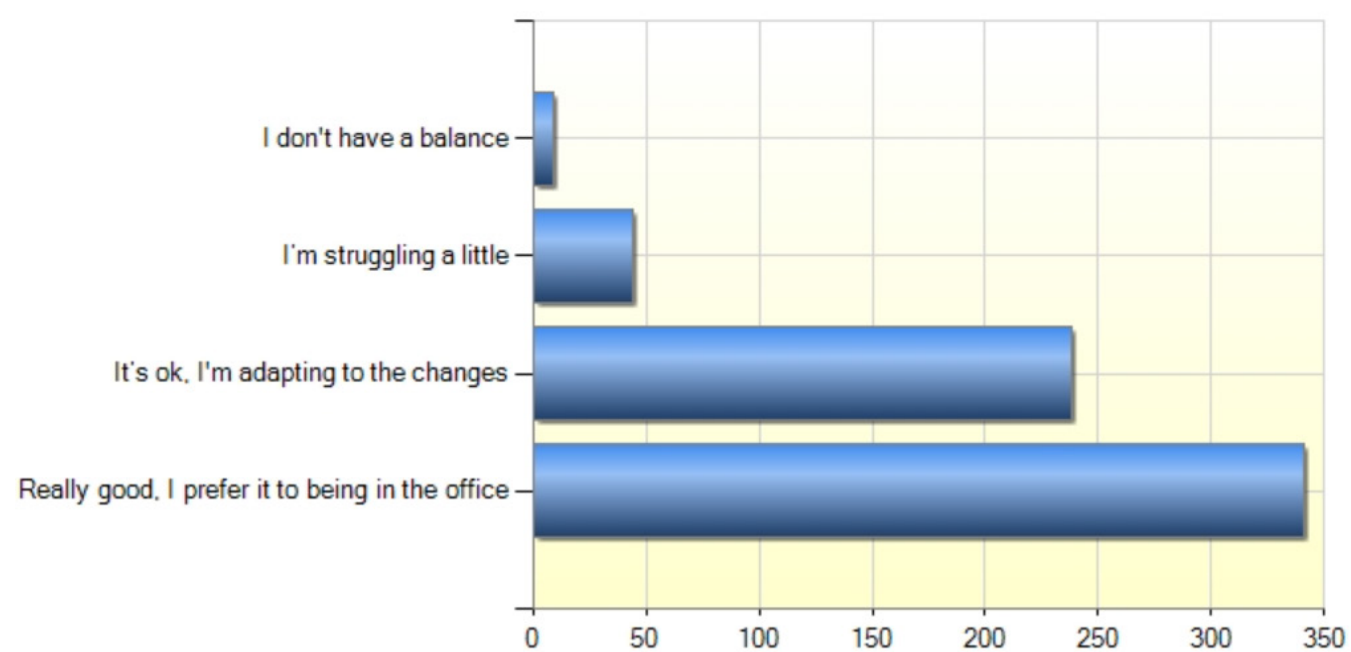
Q10 - Have you got access to systems / equipment to effectively do your job?



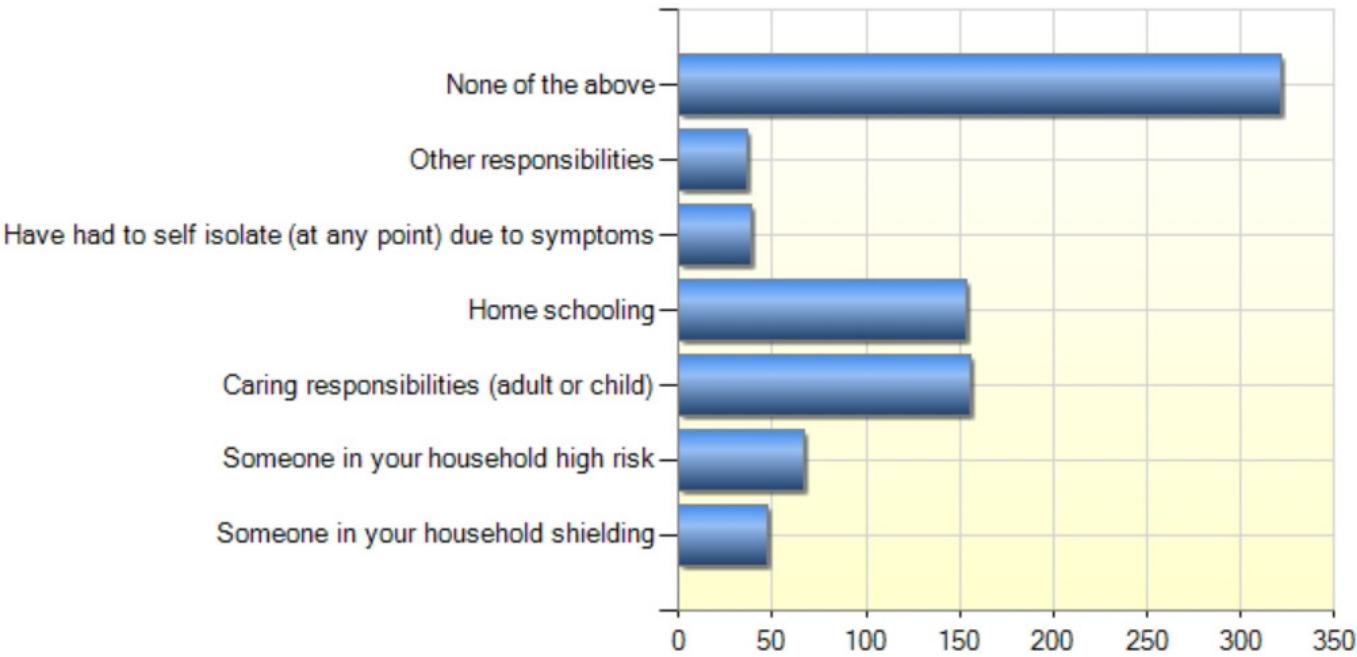
Q11 - Do you have space you can effectively and comfortably use your laptop at home?



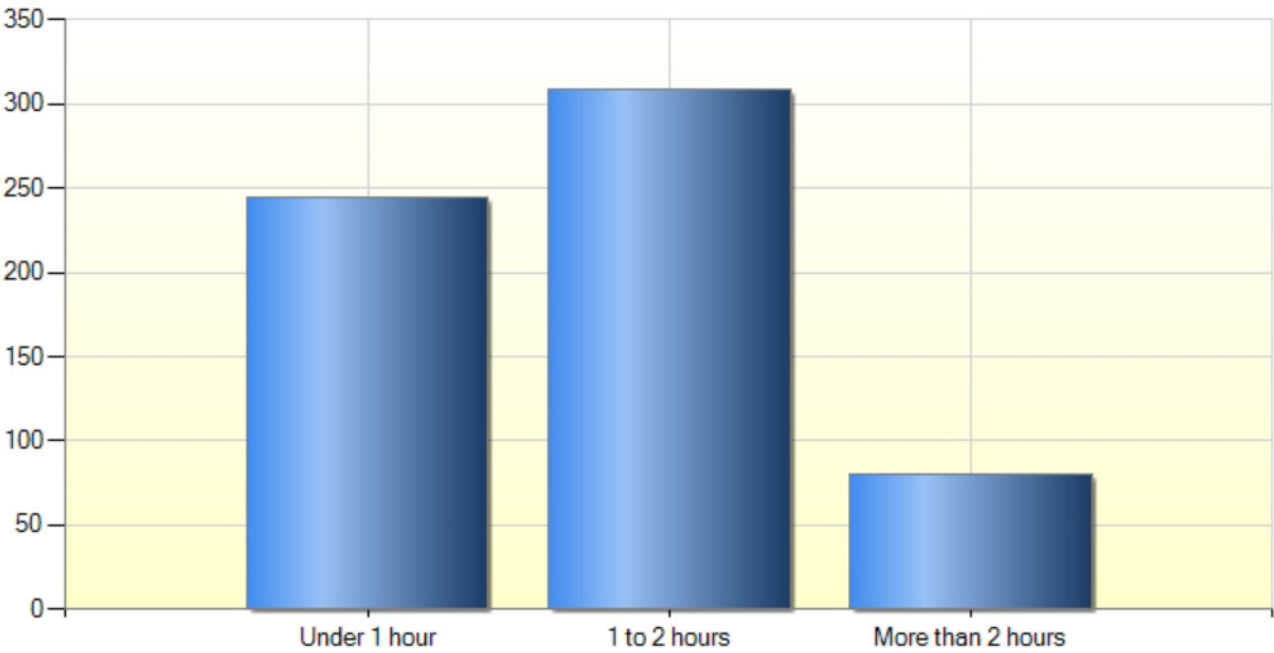
Q12 - How are you finding your work/life balance since you have been working from home?



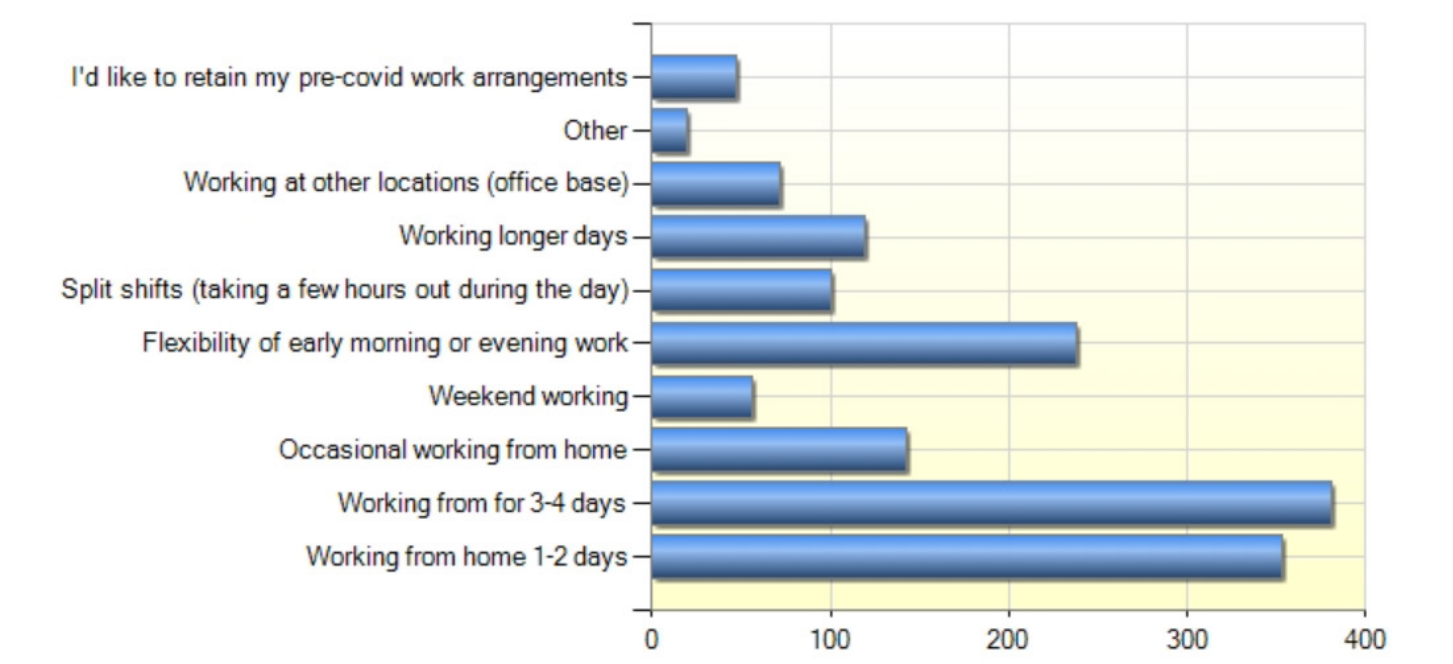
Q13 – Are your working arrangements being impacted by any of the following:



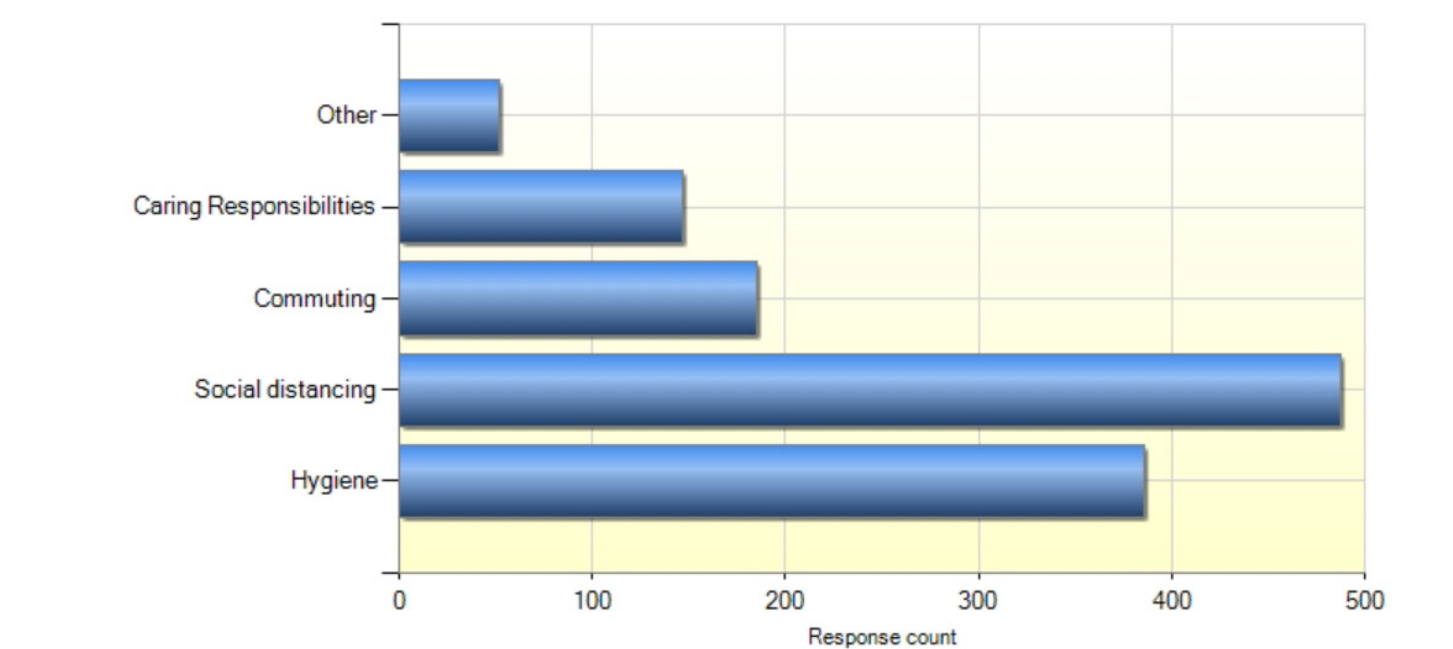
Q14 - How much travel time are you saving each day on your round trip to work?



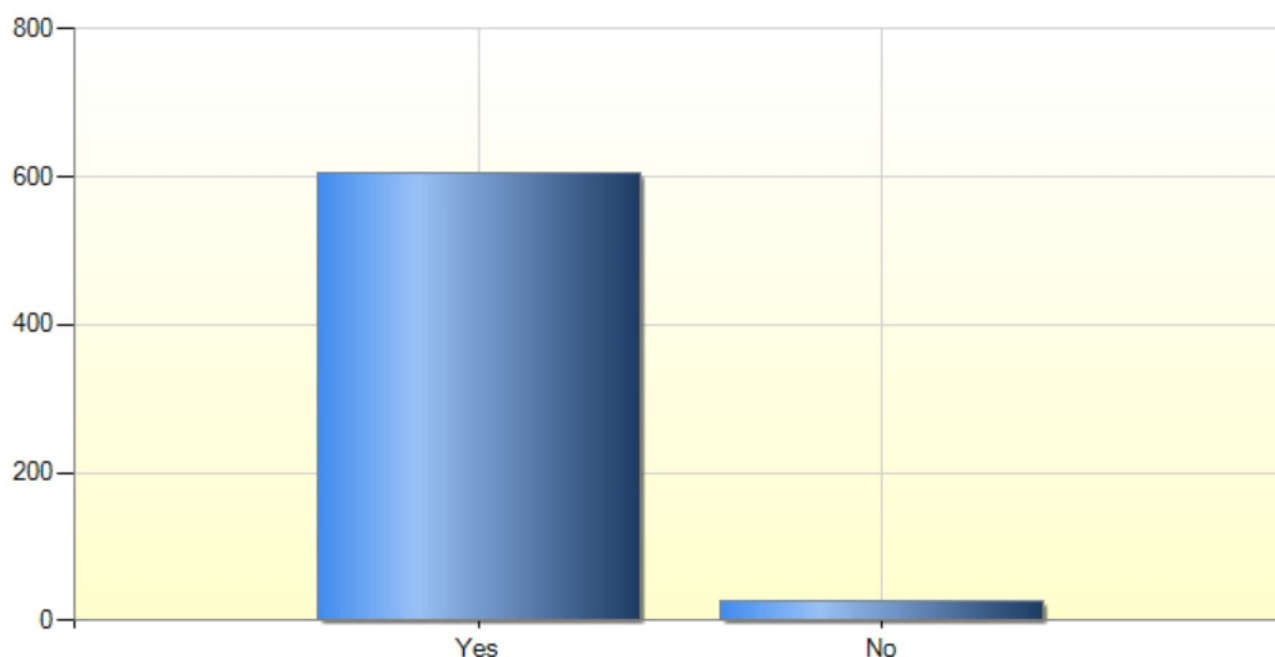
Q15 - Once we enter a recovery period where there are fewer restrictions, are there agile working options you may like to consider



Q16 - What is your biggest concern returning to the office?



Q18 - Do you know who to contact if you require any support / advice / guidance or help?



Q19 - What are the main advantages or disadvantages for you of working from home?

Comments:

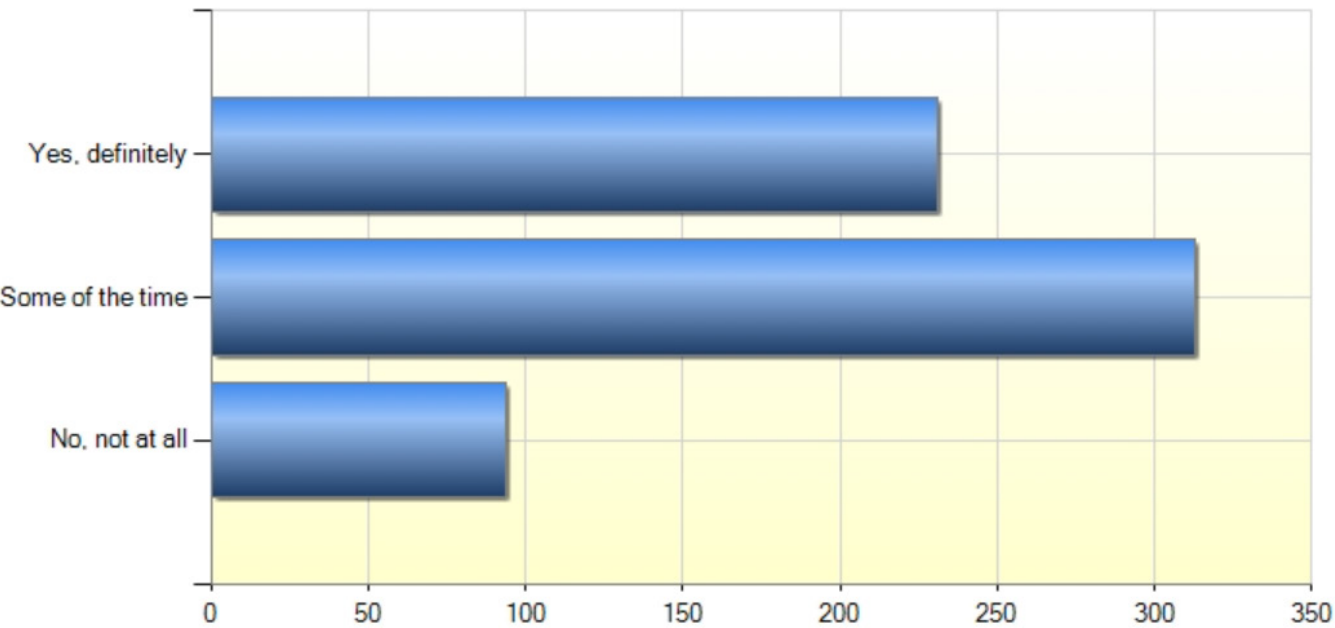
- No commute, less distractions when trying to concentrate on writing reports etc. However, social interaction with colleagues is important and I prefer having meetings in person rather than a Skype call
- Main advantages - Achieving more, privacy when talking on phone (when dealing with sensitive matters) No time lost travelling to & from office. Disadvantage - Working longer than planned
- Main advantages - Achieving more, privacy when talking on phone (when dealing with sensitive matters) No time lost travelling to & from office. Disadvantage - Working longer than planned
- Advantages - Able to get more work completed uninterrupted, able to manage work in a more structured way. Disadvantages - More difficult to ask colleagues questions on an ad-hoc basis, more difficult to undertake
- Work/life balance. No commuting. No need to worry about hygiene levels. No constant noise levels that were stressful in an open office. Colleagues not walking over to my desk to interrupt me when I'm in the middle of a piece of work. No office politics. Communications when it suits me. Faster working due to laptop and better connection at home. No need to engage in small talk.

Q20 - What’s working well for you and what would you like to continue with going forward?

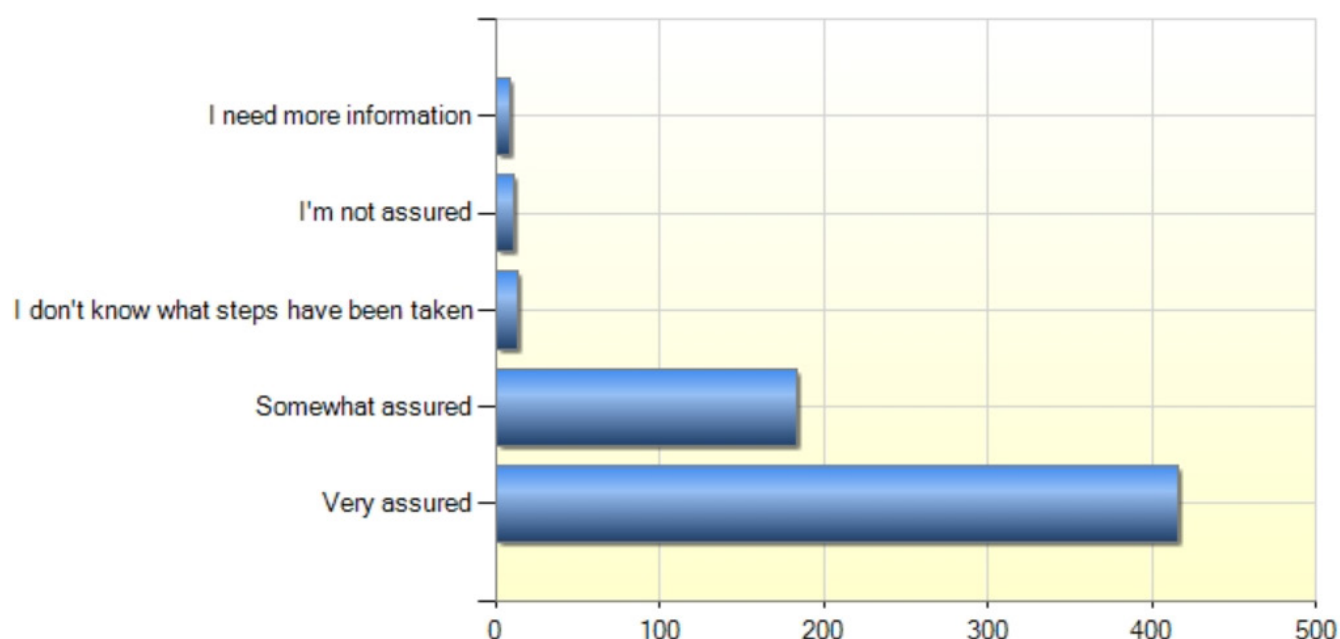
Themes:

- Working from home continue
- Maintain and expand flexibility.

Q21 – Do you miss interaction with your colleagues in the office?



Q22 - How assured do you feel that NWSSP has taken reasonable steps to safeguard your wellbeing against Covid-19?



Summary

On a whole the survey results are positive.

There needs to be further analysis into site specific and service specific results as there are trends in the results that show some services / sites are not feeling as supported or assured in what NWSSP / management have done.

The biggest concerns coming to the office are hygiene and social distancing. This has been fed back to the site leads and further steps are already being put in place with the signage to help alleviate these concerns in a visual way. A video is being filmed with Alwyn Hockin and information has been provided to include in the video to address these concerns.

There is a clear appetite for agile working and some areas are embracing the concept. Other areas could do with guidance on agile working and the flexibility of it. Examples of this include a response stating they have access to a laptop but haven't been allowed to work from home and another that they have to have permission from their manager prior to working different hours.

Responses show that staff feel well communicated with by NWSSP.

Further support / guidance is needed around equipment for home workers and emphasis on where possible equipment can be taken home – including chairs. There are a number of comments regarding financial reimbursement, there is some information on tax relief but this has not been circulated to staff.

Covid Survey

Working from office / site

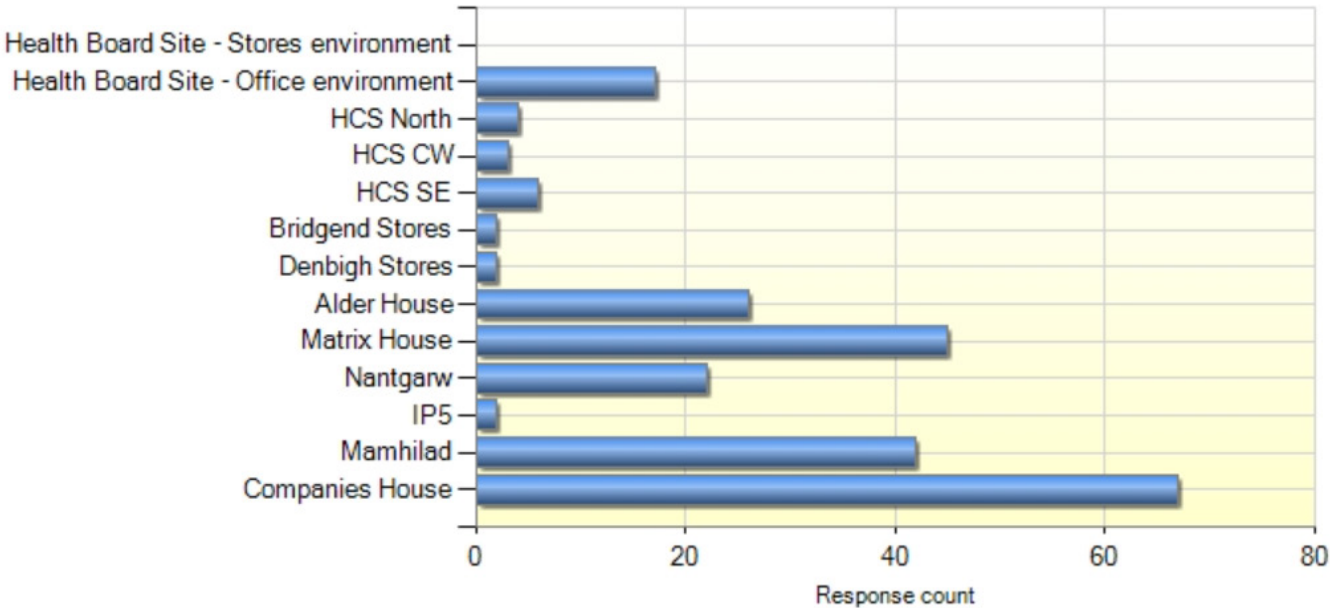


Covid Survey – Working from office / site

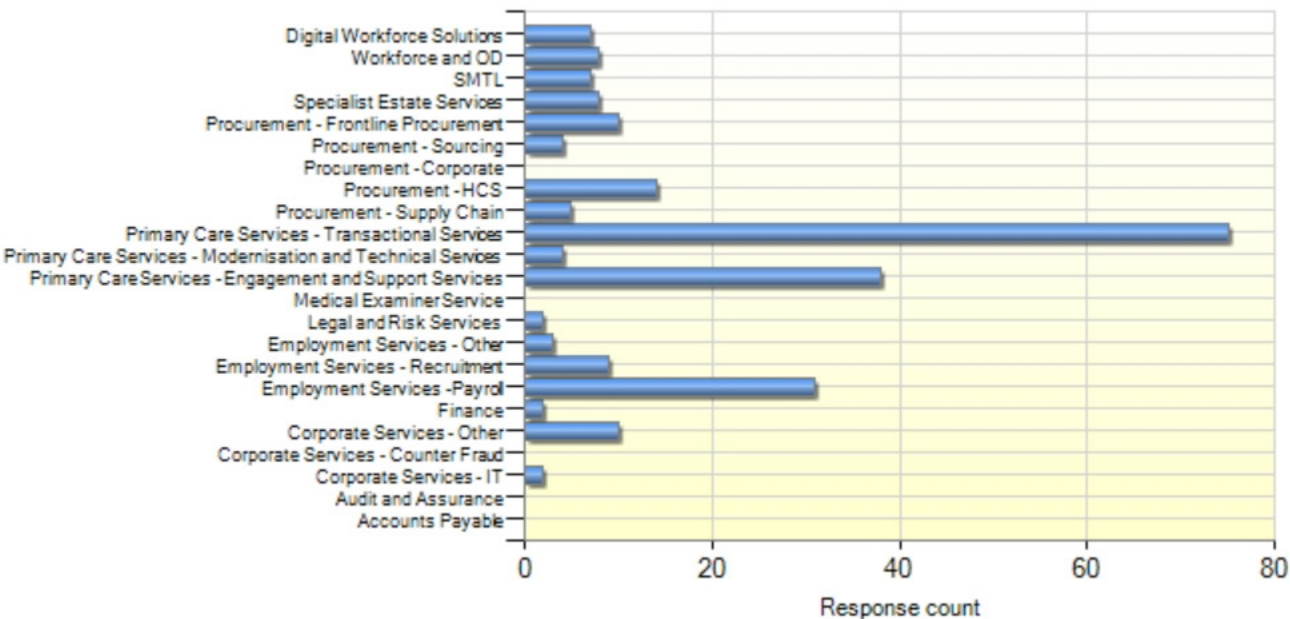
The survey was open from Friday 31st May to Friday 5th June. There were 243 responses, the total number of staff in this group is unknown.

Below is a visual display of the responses question by question. Full data has not been provided as not yet anonymised and some individuals will be able to be identified by their responses.

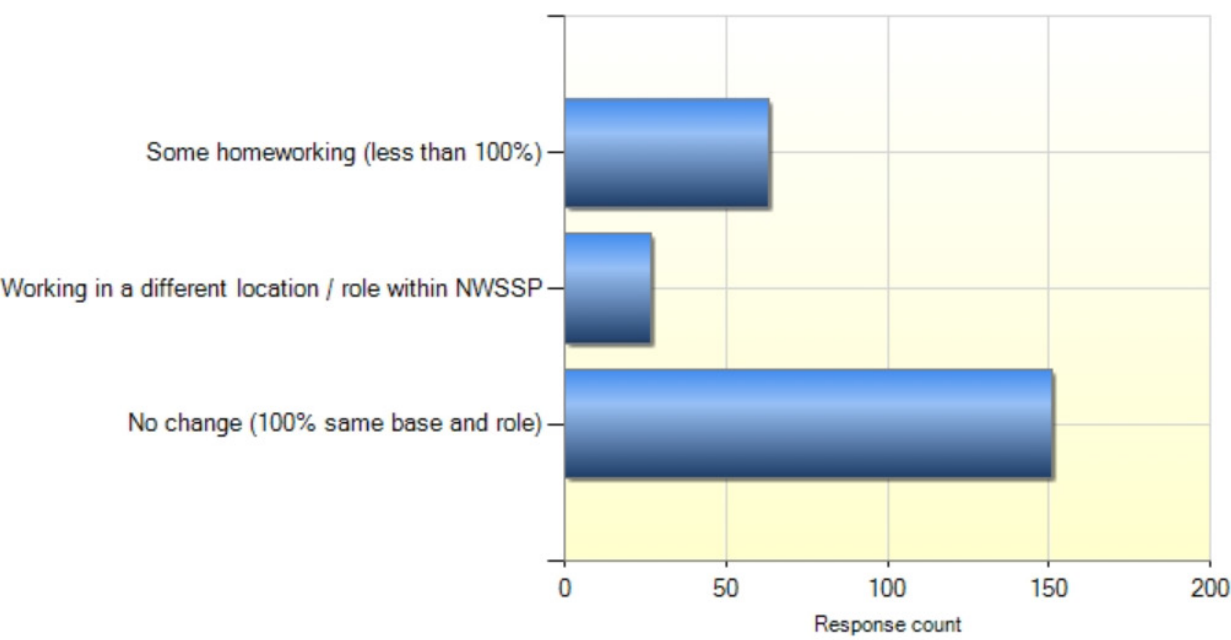
Q1 – What is your office location?



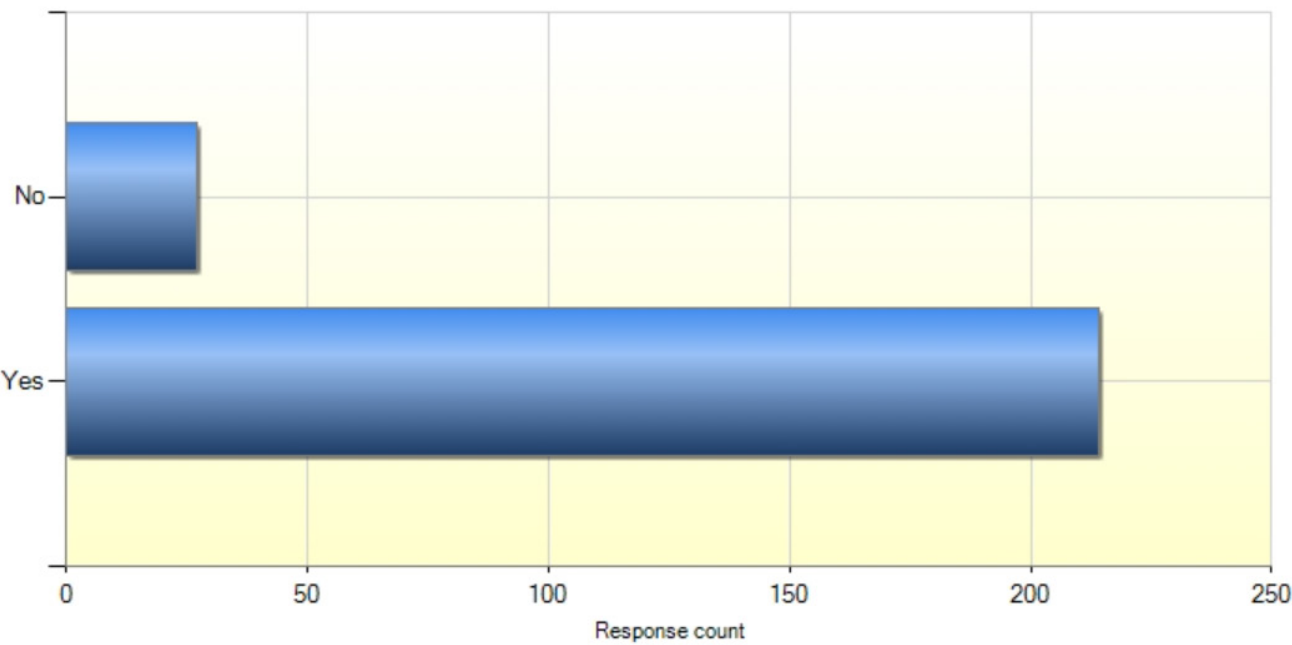
Q2 – Which Service Area do you work in?



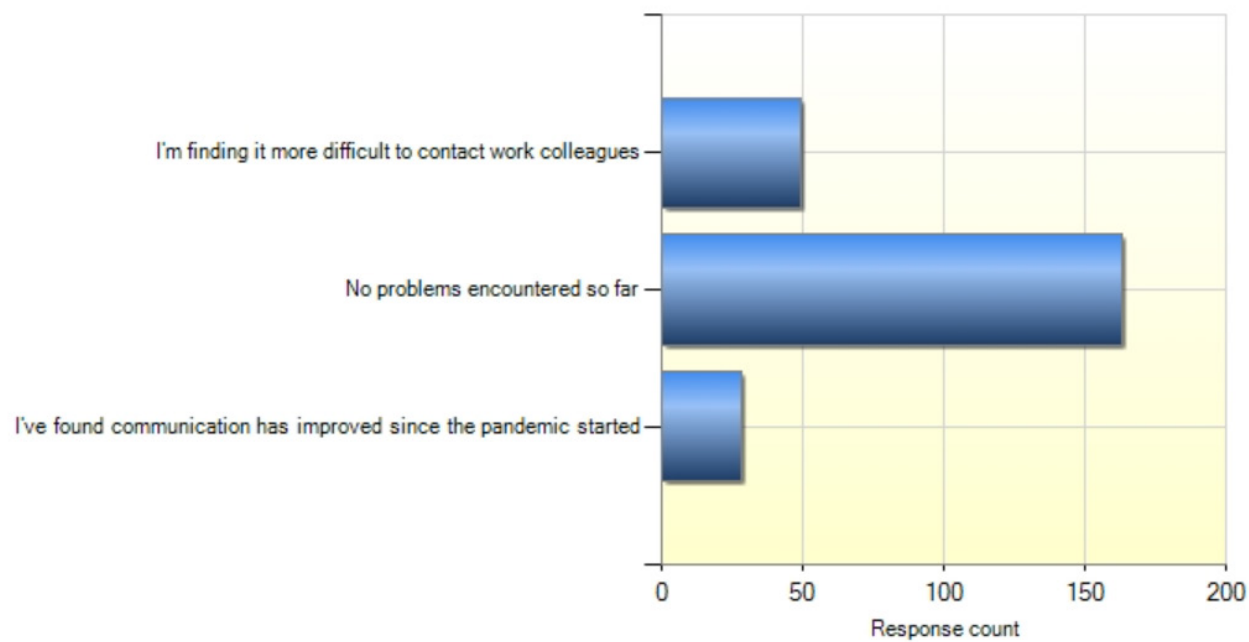
Q3 – Which of the following applies to the way you are currently working versus the way you use to work?



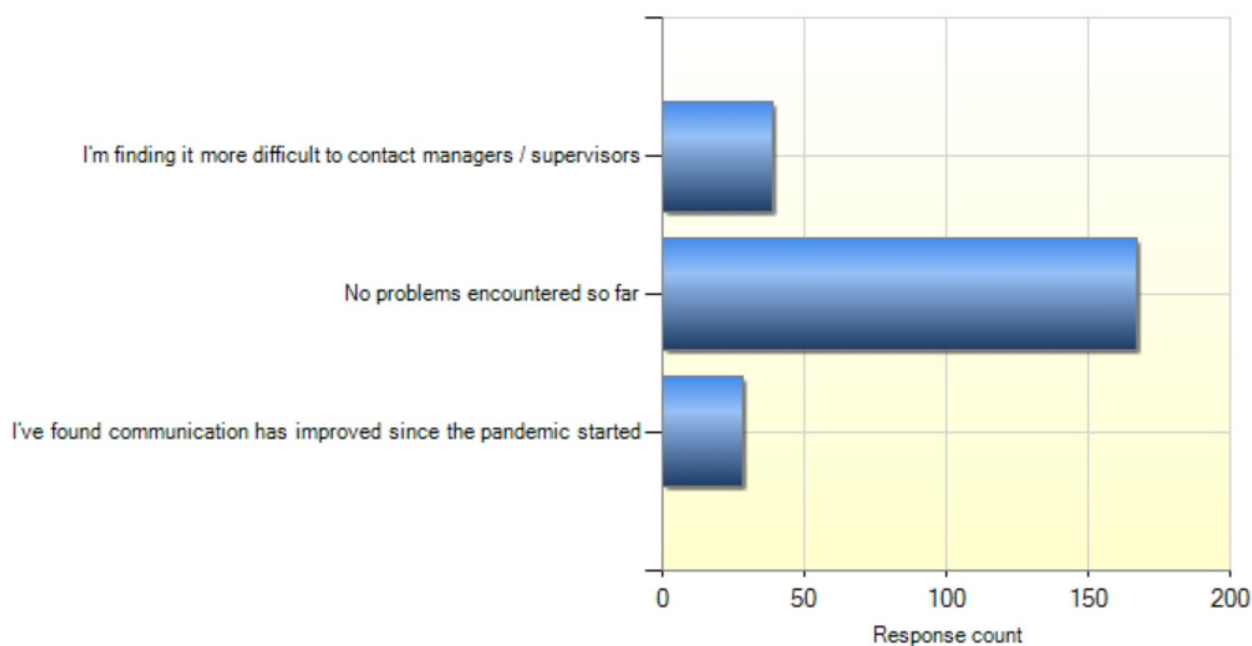
Q4 - Do you feel that you are being kept informed of COVID-19 developments in work that affect you in a timely manner?



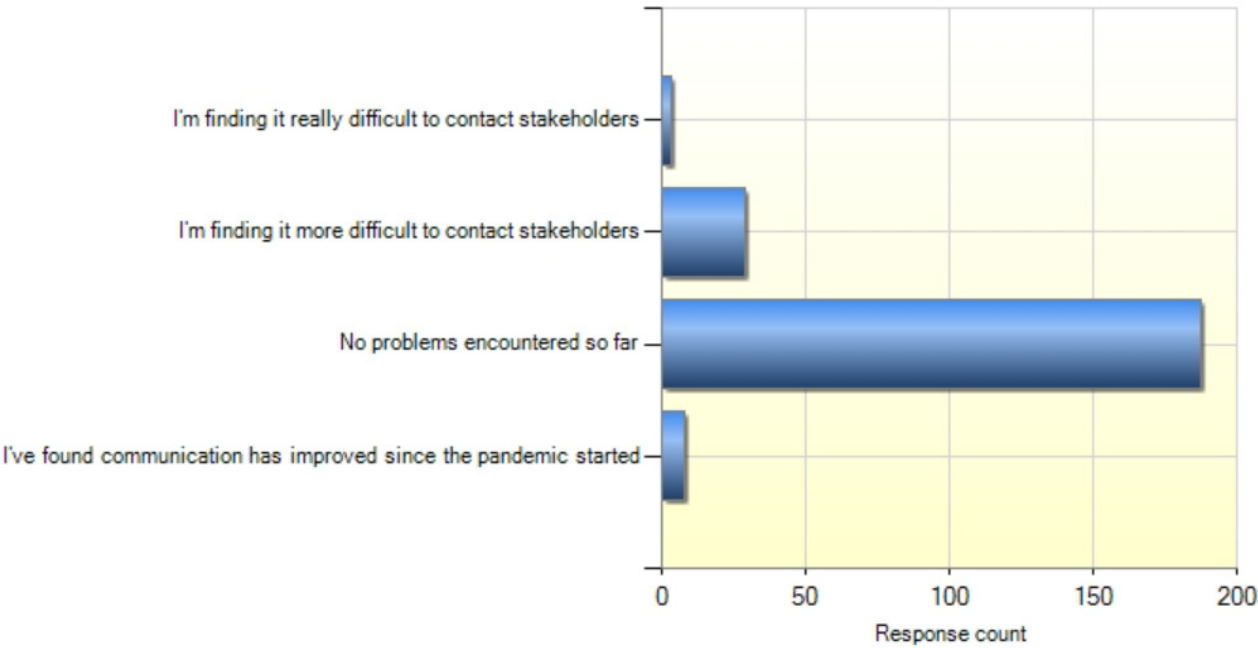
Q5 – How are you finding communicating with work colleagues?



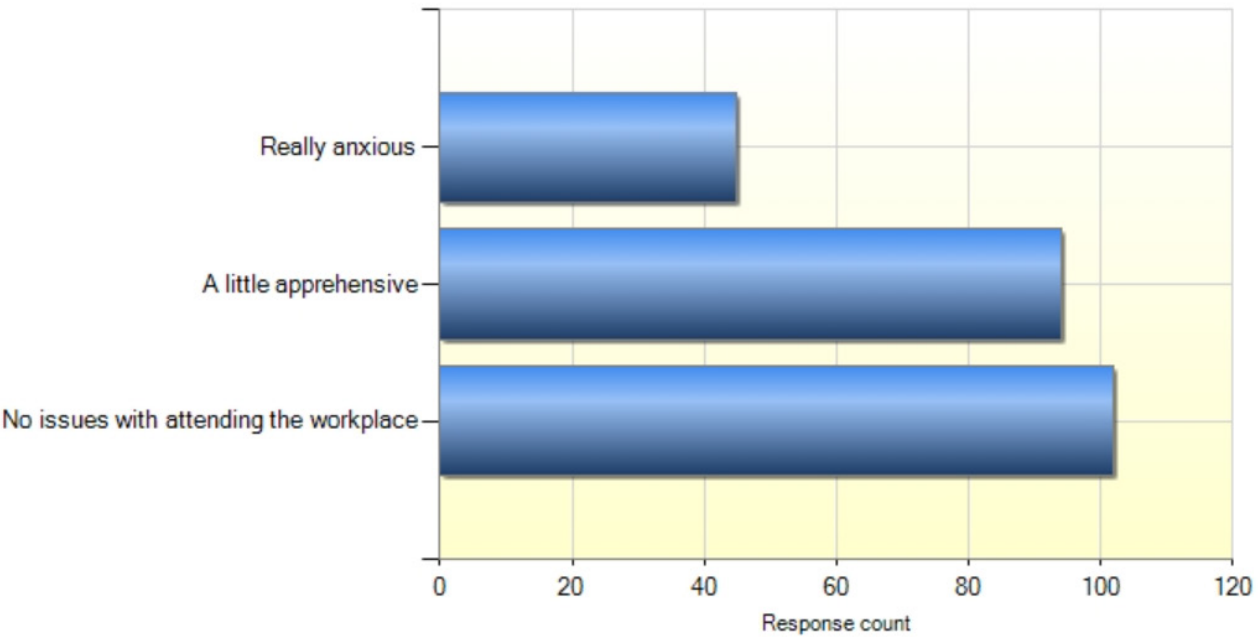
Q6 - How are you finding communicating with your managers / supervisors?



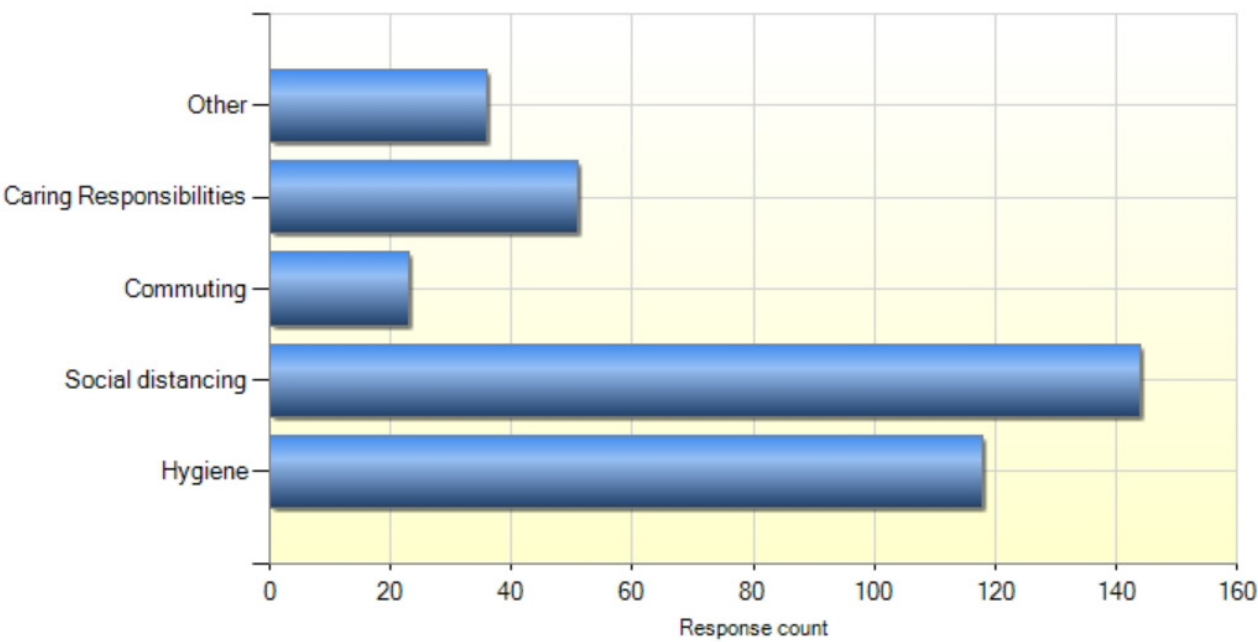
Q7 - How are you finding communicating with key stakeholders e.g. staff / suppliers / service areas etc.



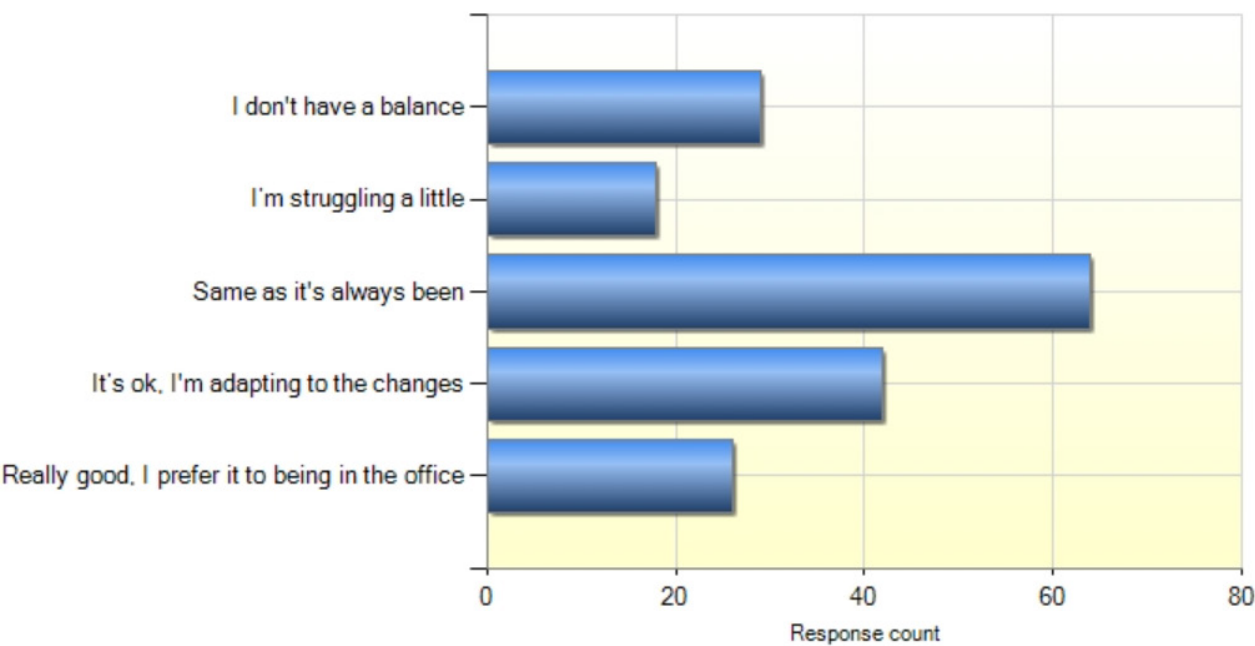
Q8 – How have you felt attending the workplace over the last 3 months?



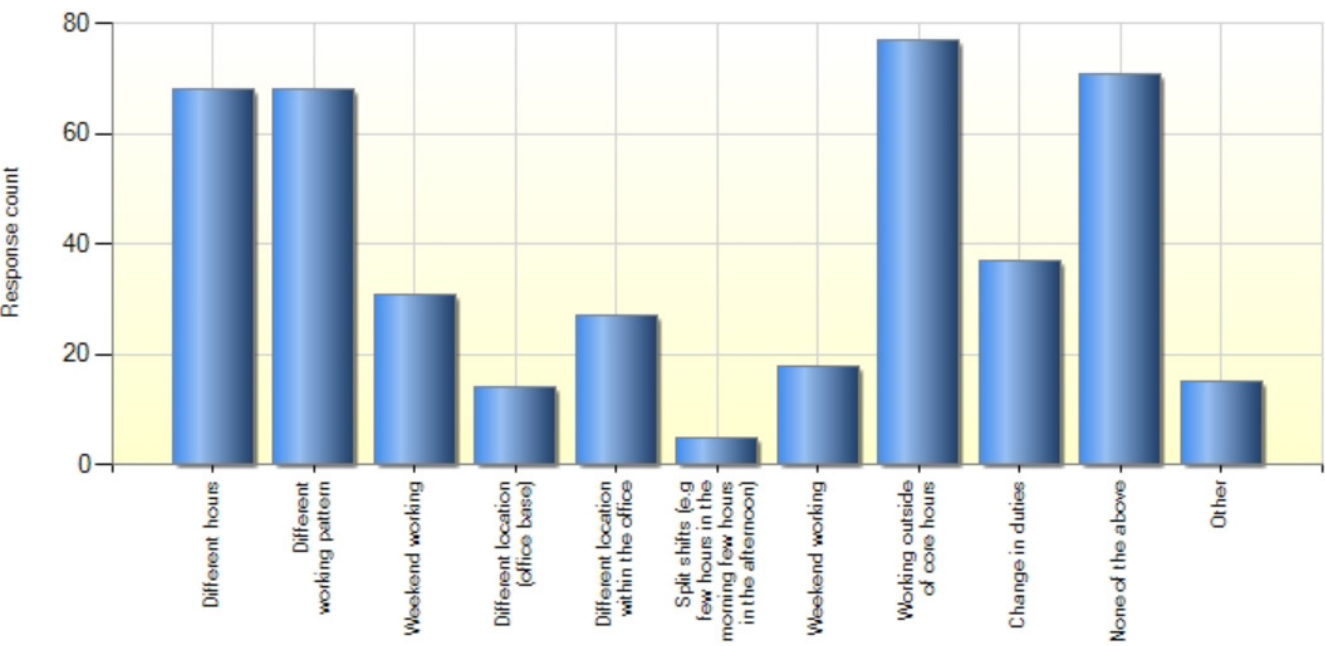
Q9 -What has been your biggest concern attending the workplace over the last 3 months?



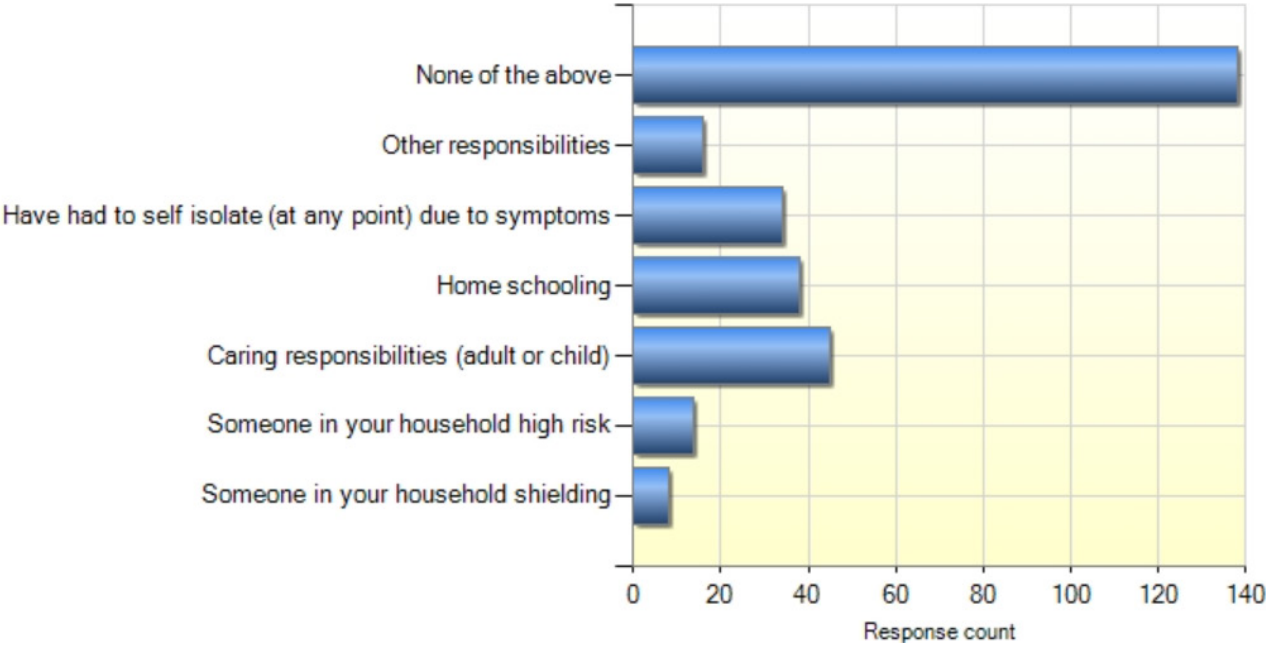
Q10 - How are you finding your work/life balance since you have been working from home?



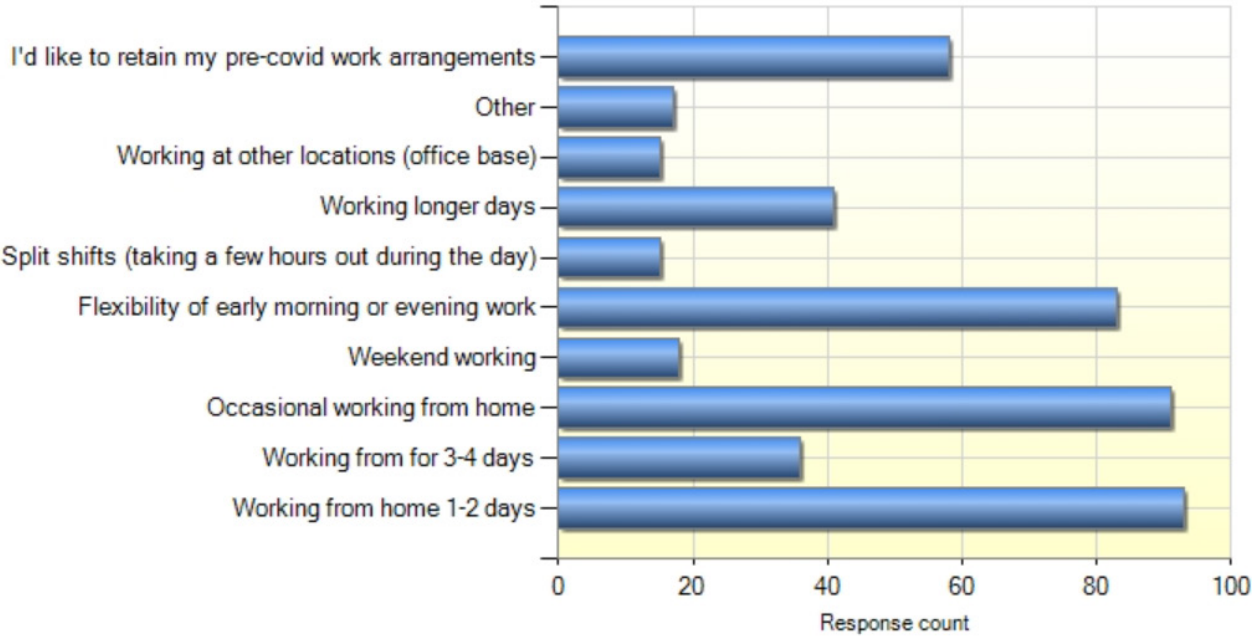
Q11 - Have your working arrangements changed in the last 3 months due to Covid-19?



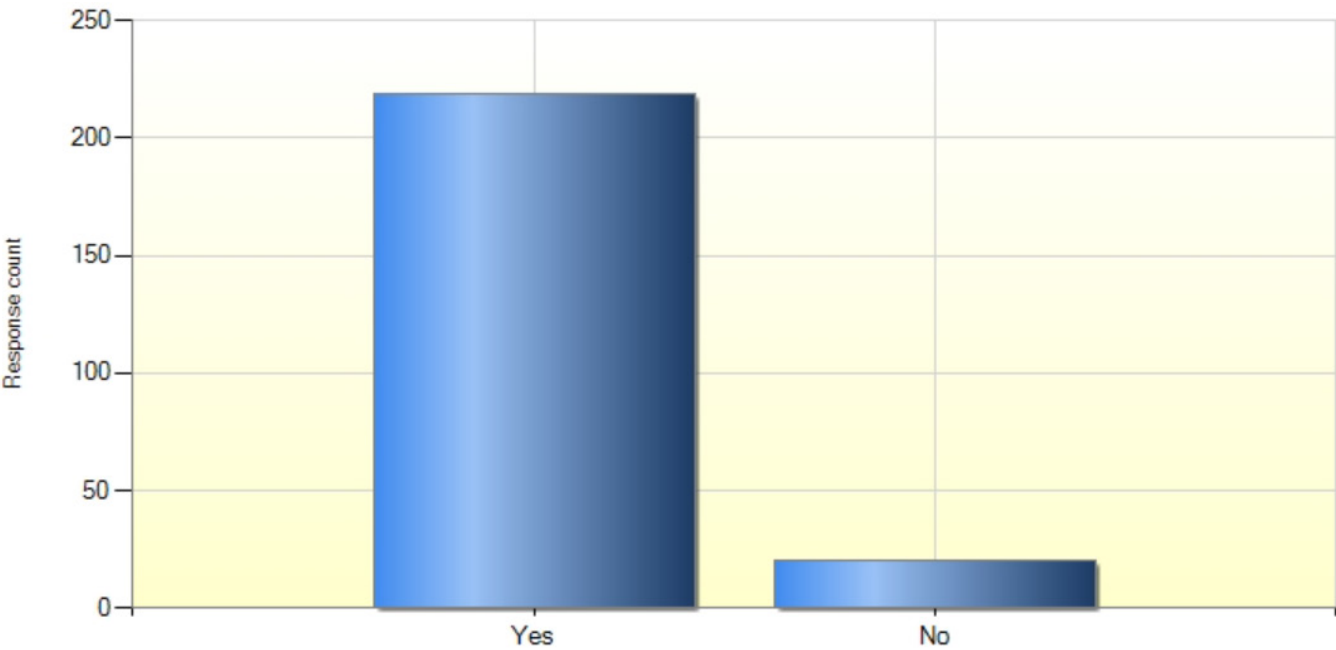
Q12 - Are your working arrangements being impacted by any of the following:



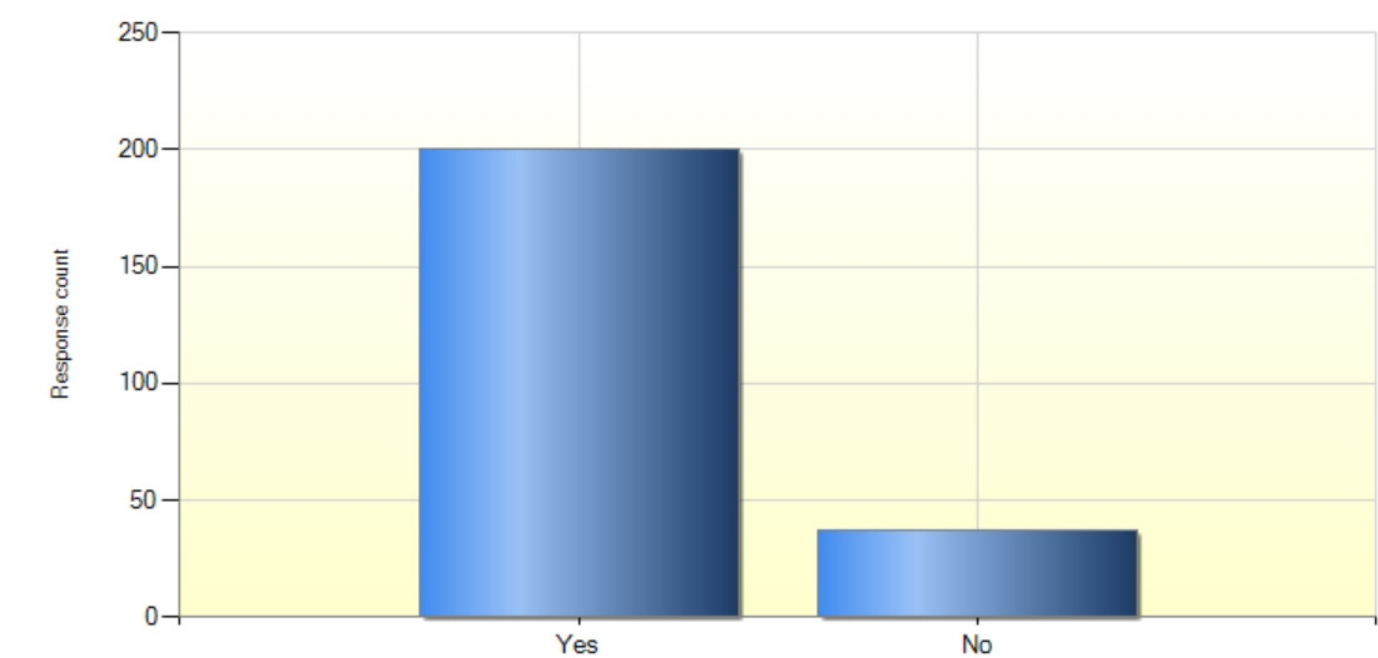
Q13 – Once we enter a recovery period where there are fewer restrictions, are there agile working options you may like to consider (where possible)?



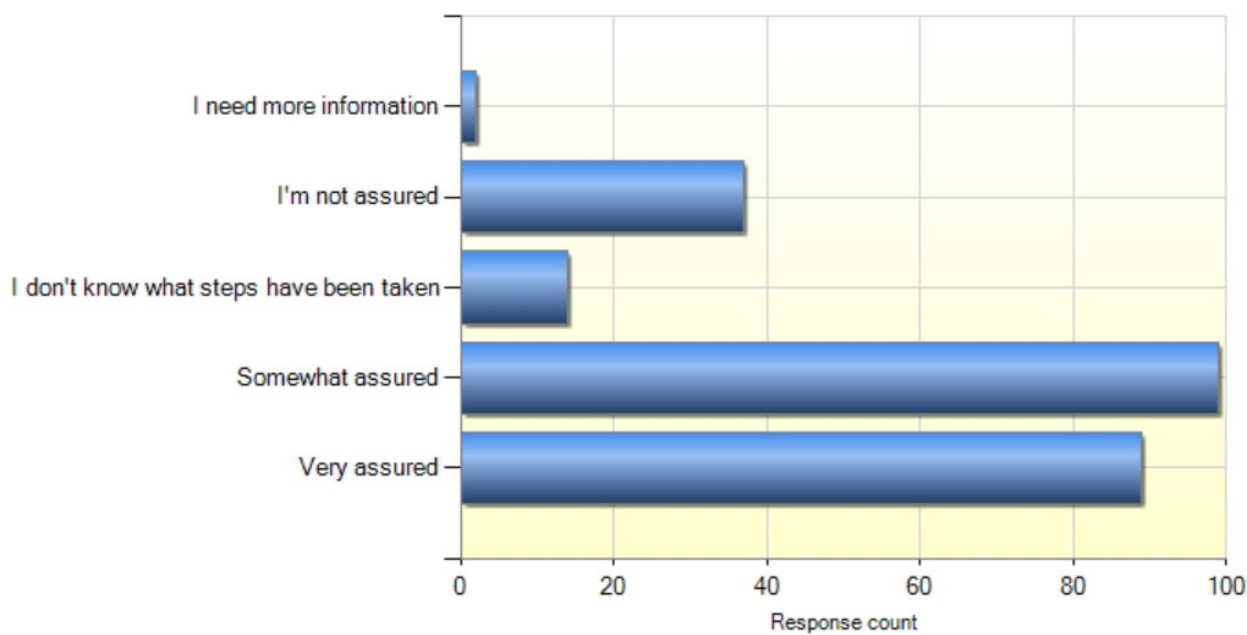
Q14 - Do you know who to contact if you require any support / advice / guidance or help?



Q15 - Are you aware of the local arrangements that have been taken to safeguard you in the workplace?



Q16 - How assured do you feel that NWSSP has taken reasonable steps to safeguard your wellbeing against Covid-19?



Q17 - What additional suggestions do you have to support you in your role?

Themes:

- Expand home working to more staff
- Provide face coverings
- Giving time as a good will gesture (e.g. to account for travel time that those working from home don't have, to recognise the pressure for those in the office)
- Equipment to be provided for home working
- Telephones provided or telephone software for home working
- 121s with managers
- Concern over track and trace and impact on departments
- Compassionate managers who are present.

Q18 - And finally, is there anything you feel we could be doing differently to support you?

Themes:

- Expand home working to more staff
- A bonus / reward for staff
- Equal treatment for those in the office (feeling of those attending site being treated less favourably)
- More sanitizer being available at the office
- Deep cleaning in the offices.

Summary

On a whole the survey results are positive.

There needs to be further analysis into site specific and service specific results as there are trends in the results that show some services / sites are not feeling as supported or assured in what NWSSP / management have done.

The biggest concerns are hygiene and social distancing. This has been fed back to the site leads and further steps are already being put in place with the signage to help alleviate these concerns in a visual way. A video is being filmed with Alwyn Hockin and information has been provided to include in the video to address these concerns.

There is a clear appetite for agile working and some areas are embracing the concept. Other areas could do with guidance on agile working and the flexibility of it. Examples of this include a response stating they have access to a laptop but haven't been allowed to work from home and another that they have to have permission from their manager prior to working different hours.

Responses show that staff feel well communicated with by NWSSP, but in some areas feeling that local management and senior management have not communicated well.

There is a feeling that those who have had to remain in the workplace (office environments) are feeling like they are being treated unfairly and are not being recognised for their effort like those working from home are.



Initial Actions in response to the Staff Surveys



These are our immediate responses to the feedback we have received – but we are not done yet, and there is more we plan to do and will continue to update you.

Area

Health and Safety on NWSSP sites

What we have done

We have so far managed to support very small numbers of staff who have needed to continue to work on our sites, and comply with social distancing requirements.

We have a site leads group that has been meeting weekly.

They have:

- ✓ Completed risk assessments on a site by site basis. These are being reviewed every 3 weeks and have been shared with our Trades Unions
- ✓ Provided hand sanitiser and wipes to complement the hand washing regime that needs to continue
- ✓ Carried out space surveys to maximise the available space and comply with the 2M rule
- ✓ Marked out 2M distance on all sites
- ✓ Ordered Perspex screens for public facing areas
- ✓ Prepared signage on walls and floors for staff to understand what they must do. This signage will look the same across all our sites
- ✓ Spoken with landlords where we share premises to understand what other tenants are doing
- ✓ We have reviewed and enhanced cleaning arrangements at each site.

Testing is available to our staff. If you think you may be eligible for a test please contact nwssp.workforce@wales.nhs.uk who will be able to guide you through the process for NWSSP colleagues.



What we plan to do

We will keep cleaning arrangements on sites under close review. Please raise any concerns with your local site lead in the first instance.

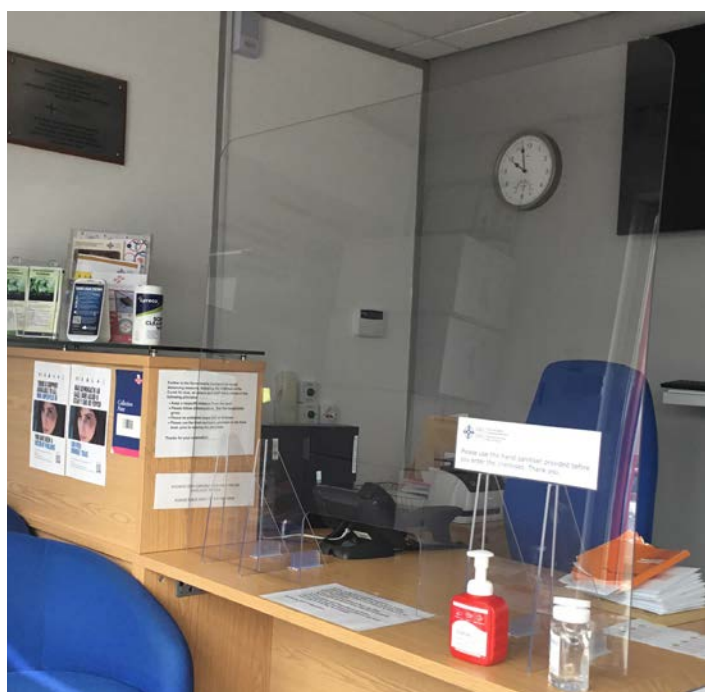
Supplies of wipes and sanitiser can be refilled and replaced via your local site lead.

We will prepare an easy read guide for staff so they will know what their site will look like, and what guidance they will need to comply with when they are on site. There will be clear rules on things like wiping down desk areas at the start and end of the day, access to toilets, kitchens and other common areas.

We will keep under review arrangements that other tenants put in place in shared buildings and the potential impact on our staff.

The 2M rule means in practice that we cannot bring all staff back to the office. Within local teams, we are starting to consider other flexible options to make the best use of the available space on sites such as:

- ✓ Continuing to ask staff to work from home
- ✓ Moving the furniture around
- ✓ Use of Perspex screens where appropriate
- ✓ Making use of meeting rooms for additional desk capacity
- ✓ Rotas that effectively group staff in small 'bubbles' e.g. alternate days or weeks at home or on site; and
- ✓ Potential for voluntary shift systems and voluntary weekend working.



Compliance with Health and Safety requirements

What we have done

We have posted signage across all sites about washing hands and social distancing requirements.

We are using good practice guidance issued by, for example:

- Health and Safety Executive
- British Standards Institution
- Trades Unions
- Welsh Government
- UK Government.

The above list is not limited and we are also using networks that a number of our own services are involved in such as employment law, and space planning.

Current guidance in Wales does not require staff to wear face coverings on our NWSSP sites. This may be different if staff are working on clinical sites, where appropriate PPE has been provided.

If staff choose independently to wear a face covering when on NWSSP sites, they can do so. They must however still comply with the guidelines on hygiene and social distancing that apply to all staff.

What we plan to do

Compliance is very important to help mitigate the risks associated with COVID19. We will take concerns about non-compliance seriously.

As with all Health and Safety requirements it is everybody's responsibility to comply, and if you witness non-compliance please take action.

If you do not feel comfortable saying something to a colleague directly when you see it happening, then please raise it with your line manager. If you are unable to do so – please contact a member of the Workforce Team: nwssp.workforce@wales.nhs.uk

We hope staff will recognise for themselves the importance of complying with the requirements but we will consider formal action if appropriate, as with other Health & Safety instructions and non-compliance.

We will continue to keep the guidance on face coverings under review.

ICT issues

What we have done

We have issued a large number of laptops and VPN tokens to enable remote working for many staff.

We have enabled Office 365 – Outlook email, Teams and One Drive to be accessed remotely on personal devices to help increase flexibility.

NWIS have put training on Office 365 and Microsoft Teams online for everyone to access [Microsoft Office 365 for NHS Wales](#).

If you are having any technical difficulties then log a call using the [NWIS portal](#).

What we plan to do

We will continue to keep under review the ICT arrangements we have put in place in a very short period of time.

We are continuing to explore solutions that may enable more staff to work from home.

We are trialling the use of 'soft phones' in some teams. This enables telephone calls to be routed through laptops/pc's.

With our colleagues in NWIS we plan to start back up the upgrade from Windows 7 to Windows 10. This will improve flexibility and robustness of our ICT arrangements.



Health and Wellbeing – all staff

What we have done

We recognise that COVID19 has affected our working lives and our home lives in different ways.

We encourage staff to talk to their line manager in the first instance.

[FAQs](#), [Well-being Resources](#), [Health and Safety](#) and [Useful Information](#) can also be accessed via our external website for those at home and self-isolating.

A reminder about the services offered through the Employee Support Programme which is free and confidential.

A new peer to peer support service where you can speak to a colleague in confidence.

Access to our Mental Health First Aider Scheme.

What we plan to do

We want all staff to complete the Welsh Government Risk Assessment tool and discuss with their line manager.

The [All Wales Risk Assessment Tool](#) is a two-stage risk assessment, which is designed to identify staff who might be at particular risk from Coronavirus should they become infected. If after completing the self-assessment you require workplace adjustments please ensure you discuss this with your manager.

Should you have any queries please contact nwssp.workforce@wales.nhs.uk



Agile working

What we have done

To support home working we have posted 'Top tips' and guidance which are available on the [staff intranet](#) to help you work from home as well as links to the Health and Safety Executive (HSE) video '[Temporary Working at Home – Workstation Setup](#)'

What we plan to do

SMT has agreed to take forward the development of an Agile Working plan. We want to progress this work over the next 8 weeks.

We will be using the feedback from the survey to help us to achieve that.

We recognise that not all staff have been able to work from home. Agile working is not just about home working and any future plans will include consideration of earlier starts, later starts, weekend working and good ideas from other organisations who have already implemented this approach.

Headsets can be ordered; speak to your line manager.

Speak to your line manager before you take other equipment off site including monitors and personalised chairs, so we can maintain a local equipment log.



Communications

What we have done

On the whole we seem from the survey results to have communicated with staff very well, but we recognise that there were some areas where there are lessons to learn.

We have now settled into a pattern of regular email updates, information on the intranet and social media updates including Blogs from Directors and staff members.


Weekly update from Neil Frow, Managing Director and his 'Ask Neil' opportunity.

What we plan to do

We can always do more to communicate what we are doing, even where we may have nothing new to say and be waiting on action or guidance from others.

We will introduce short/sharp briefings to be used by team leaders to keep staff updated during Floor briefings or on line team meetings.



 GIG Cymru NHS Wales Partneriaeth Cydwasaethau Shared Services Partnership	AGENDA ITEM: 23/07/2020
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The report is not Exempt

Teitl yr Adroddiad/Title of Report

All Wales Laundry Programme

ARWEINYDD: LEAD:	Neil Davies, Director of Specialist Estates Services
AWDUR: AUTHOR:	Ian Rose, Head of NWSSP PMO
SWYDDOG ADRODD: REPORTING OFFICER:	Neil Frow, Managing Director NWSSP
MANYLION CYSWLLT: CONTACT DETAILS:	Ian Rose, Head of NWSSP PMO

**Pwrpas yr Adroddiad:
Purpose of the Report:**

To provide an update on current progress of the All Wales Laundry Programme and seek approval for submission to Welsh Government and OBC/BJC Development.

Llywodraethu/Governance

Amcanion: Objectives:	To develop a service model that is fit for purpose, complies with modern standards, provides a sustainable and resilient laundry service and represents an operational model delivering best value for money for NHS Wales.
Tystiolaeth: Supporting evidence:	New Standard BS EN 14065

Ymgynghoriad/Consultation:

Completed between Feb – Jul 2020 see Consultation Summary Attached

Adduned y Pwyllgor/Committee Resolution (insert ✓):							
DERBYN/ APPROVE	✓	ARNODI/ ENDORSE		TRAFOD/ DISCUSS		NODI/ NOTE	
Argymhelliad/ Recommendation		Outline the recommendation of the report <ul style="list-style-type: none"> The Committee is asked to Approve the report and submission to Welsh Government 					

Crynodeb Dadansoddiad Effaith: Summary Impact Analysis:	
Cydraddoldeb ac amrywiaeth: Equality and diversity:	No direct impact
Cyfreithiol: Legal:	No direct impact
Iechyd Poblogaeth: Population Health:	No direct impact
Ansawdd, Diogelwch a Profiad y Claf: Quality, Safety & Patient Experience:	No direct impact
Ariannol: Financial:	No direct impact
Risg a Aswiriant: Risk and Assurance:	This report provides assurance to the Committee that NWSSP has robust risk management processes in place.
Safonau Iechyd a Gofal: Health & Care Standards:	Access to the Standards can be obtained from the following link; http://gov.wales/docs/dhss/publications/150402standardsen.pdf
Gweithlu: Workforce:	No direct impact
Deddf Rhyddid Gwybodaeth/ Freedom of Information	Open or closed (i.e. is the information exempt) Assess if the information can be disclosed into the public domain, if not it will need to be presented as a part 2 agenda item.

All Wales Laundry Programme

1. CEFNDIR/BACKGROUND

NWSSP is an integral part of the NHS Wales and is led by a Managing Director and Senior Management Team who are accountable to the Shared Services Partnership Committee that is composed of representatives from each of the NHS organisations that use our services. We also have a number of sub-committees and advisory groups, which include members drawn from our partners, stakeholders and service users.

SES – Specialist Estate Services support strategic change in the healthcare Estate through advice and support to the Welsh Government and NHS Wales. We offer business case scrutiny, construction procurement framework development, design advice, property management service and the maintenance of estates related guidance and information.

The Shared Services Partnership Committee (SSPC) oversees NWSSP and approved the NHS Wales Laundry Production Units Service Review project.

Stage 1 of the project was to review the existing laundry production units in NHS Wales against best practice guidance; specifically BS EN 14065 June 2016 - Textiles. Laundry processed textiles. Bio-contamination control system. That review identified the benefits, costs, timescales and risks in achieving BS EN 14065 June 2016 and identified the options available including assessment of independent versus collaborative management arrangements.

This stage concluded with the production of a draft Outline Business Case (OBC) which had been endorsed by the SSPC and then reviewed by Welsh Government, which as a result, subsequent additional tasks were required to proceed towards the next stage in the process.

The current stage of the process was to build on the existing endorsed outline business case and completing a set of specific additional tasks to complete the review and produce a Programme Business Case (PBC), addressing the issues highlighted in the Welsh Government's letter dated 17th May 2019 and in accordance with the Welsh Government business case guidance.

The appointed consultants and programme team have now completed the required activity, which sought to address all of the requirements as outlined within the Welsh Government's letter dated 17th May 2019.

2. Current Progress

There are 5 Laundry Production Units (LPUs) across NHS Wales:

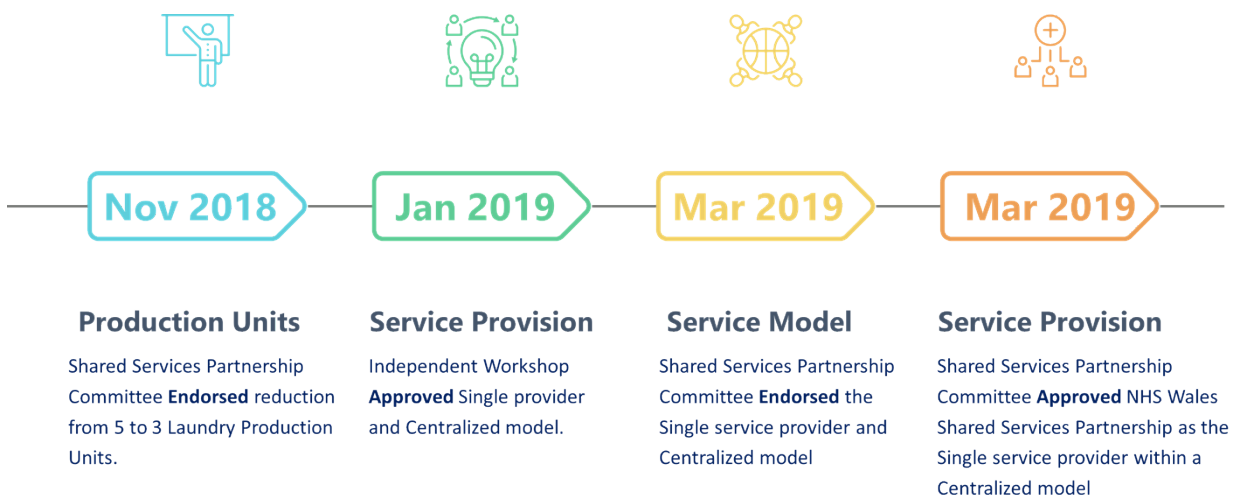
- Ysbyty Glan Clwyd (Betsi Cadwaladr University Health Board)
- Glangwilli General Hospital Laundry (Hywel Dda University Health Board)
- Llansamlet Laundry Service (Swansea Bay University Health Board)
- Church Village (Cwm Taf Morgannwg University Health Board)
- Llanfrechfa Grange 'Green Vale' (Anuerin Bevan University Health Board)

The All Wales Laundry Review formally commenced in May 2016, with the NWSSP Shared Services Partnership committee approving the programme initiation and subsequent review of the Laundry production units within NHS Wales.

Throughout the last four years, a number of significant milestones were achieved and a large amount of effort has been expended on supporting the production of the All Wales Programme Business Case.

A number of key decisions have also been made to support the continual development of the business case, which have supported the programme in reaching its position today.

The key milestones and decision points already approved include decisions by the Shared Services Partnership Committee, whereby approval or endorsement was given to the following:



This series of approval and endorsement allowed the scheme to proceed and subsequently submit the business case to Welsh Government in March 2019.

Following Welsh Government scrutiny, feedback was observed which outlined a number of recommended changes and additions to support the further development of the business case.

This was presented to the SSPC in Sept 2019, and based on the feedback from Welsh Government highlighted the requirements for the business to elevate its current detail and depiction to date.

The requirement sought to address such areas as:

- Convert the existing business case to a Programme Business Case
- Site Selection
- Optimised Operating Model
- Updated Operating Costs & Financial Models
- Defined Optimum Workforce Requirements
- Plant Blueprints to support optimal items per hour (New Build & Redeveloped Sites)
- Transport Network analysis
- Carbon Impact and Decarbonisation Opportunities to minimise impacts
- Uplift BCU Options into an OBC.

This work commenced in October 2019 with immediate focus on establishing a new programme board, and robust Workforce engagement including joint Health Board and NWSSP roadshows and site visits, all of which support the already approved option of three Laundry Production Units managed by NWSSP within a Centralised Service Model.

Detailed analysis continued to address the Welsh Government feedback and further workshops were held in January and February 2020 to reach conclusion on the site selection element of the business case. This agreement was reached in February with members of each respective health board and staff-side present within the workshops.

The outcome of the site selection workshops deemed that the three locations were to be:

- Development of a new LPU in **South West Wales**, within a reasonable distance to the west of the existing Llansamlet site, with sufficient capacity to process South West Wales activity.
- Development of a new LPU in **North Wales** near the existing Glan Clwyd site with sufficient capacity to accommodate North Wales activity with a view to accelerate this development where possible.
- Investment in one existing site in **South East Wales (Green Vale)** to reach a standard compliant with the latest statutory guidance and increase capacity to process South East Wales activity.

Workforce engagement continued and to support site selection and location specific decisions the workforce consultation commenced on the 17th February as agreed by all health board workforce lead members and staff side, which has been led by Gareth Hardacre with the overarching critical success factor that the process is transparent and equitable.

The consultation process concluded on the 10th July 2020 and has been outlined within the attached workforce consultation summary. It is also important to note that all steps have been taken to minimise disruption to stakeholders and manage the business case development as sensitively as possible whilst our health board colleagues adapt to challenges presented by the COVID 19 pandemic.

In further support and adaptation of the planned TUPE and SLA management of the existing Laundry workforce, the proposed TUPE date of Oct 31st has been deferred until April 1st 2021, this is with the intention to support our colleagues and minimise any potential disruption at a time when health boards may face winter pressures and other remerging challenges.

During the consultation process, the business case continued to progress with updates being applied to all of the respective areas in relation to the Welsh Government feedback and reached completion in June 2020.

The business case was shared within the programme board for discussion including members from Swansea Bay UHB, Unison and NWSSP and unanimous agreement was received in that the Programme Business case as it is now formed, to proceed to the Shared Services Partnership Committee for approval and onward submission to Welsh Government thereafter.

It is **critical** to note throughout the process and in addressing the Welsh Government requirements, a number of aspects, which **have been previously Approved or Endorsed** remain unchanged:

- 3 LPUs to provide the service (Endorsed by SSPC Nov 2018)
- Single & Centralised Management by NWSSP (Approved/Endorsed by SSPC Mar 2019)

3. Conclusion

The business case addresses all of the requirements outlined by the Welsh Government and the programme team seek to present the business case to the Shared Services Partnership Committee in order to seek approval to submit to Welsh Government.

To support this request the Programme Business Case and Consultation Summary Report are attached for review.

- Programme Business Case Summary Slide
- Programme Business Case
- Workforce Consultation Summary

4. ARGYMHELLIAD/RECOMMENDATION

The Committee are asked to:

Approve the programme business case for submission to Welsh Government

Note the progress made to date.

Overview of PBC

Background

Economic appraisal has been updated to reflect:

- Site selection process to determine optimum configuration
- Design plant blueprint and detailed workforce requirements
- Transport analysis
- Carbon impact analysis

Results

Option 3 (3 LPU) remains **preferred option** as delivers best value for money despite increased investment:

- Creating 2 new LPUs and investing in 1 existing requires £25.4m capital investment
- This will reduce average cost per item to 24.2p per item, releasing £2.4m savings p.a.
- Positive carbon impact of new facilities mitigates increased transport requirements

Option 1 (5 LPUs) which addresses compliance and backlog maintenance issues requires investment of £18.9m but will deliver no productivity improvements or cash releasing benefits, therefore does not offer value for money.

Option 2 (4 LPUs) requires lower investment than preferred option but only delivers half the benefits while retaining old equipment and buildings so does not substantially reduce the risk of production failure.

Options 4 (2 LPU) and 5 (1 LPU) require reduced investment and delivers same or better financial benefits but

- Increases resilience risks (expensive contingency arrangements having to procure support outside of NHS Wales)
- Reduces carbon benefit due to increased transport requirements

	Option 1 5 LPUs	Option 2 4 LPUs	Option 3 3 LPUs	Option 4 2 LPUs	Option 5 1 LPU
Capital requirements	£18.9m	£22.3m	£25.4m	£23.9m	£21.4m
Average cost per item	31.1p	28.1p	24.2p	24.2p	23.6p
Annual cash releasing benefits	-	£1.2m	£2.4m	£2.4m	£2.6m
Benefit Cost Ratio	0.00%	5.72%	13.33%	12.66%	13.40%
Expected risk value over 30 years	£28.6m	£27.5m	£29.8m	£40.3m	£46.1m
Discounted Net Present Cost (NPC) over 30 years	£241.7m	£230.3m	£216.2m	£227.4m	£229.4m
Rank – NPC	5	4	1	2	3

Capital requirements have increased since the OBC

- Inflation adjustment from 2017/18 to 2021/22 prices
- Refined configuration for Option 3: 2 x new LPUs (North and South West) and investment in 1 existing LPU (Green Vale in South East)
- Detailed equipment requirements identified

For consideration at individual project level:

- Identify suitable sites to develop new LPUs
- PBC assumes freehold land + new build developments but consider alternatives such as conversions and leaseholds
- Detailed design of premises
- Market testing to determine firm equipment costs



ALL WALES LAUNDRY PROJECT

Transfer of Laundry Production Units to NHS Wales Shared Services Partnership (NWSSP)

Joint Consultation Document

Between

Shared Services Partnership Committee

and

Aneurin Bevan University Health Board

Betsi Cadwaladr University Health Board

Cwm Taf Morgannwg University Health Board

Hywel Dda University Health Board

Swansea Bay University Health Board

INTRODUCTION

On 17th May 2016, the Shared Services Partnership Committee approved the development of an NHS Wales Laundry Production Unit Service Review project.

Stage 1 of the project was designed to review the existing laundry production units in NHS Wales against best practice guidance. Following extensive data analysis and stakeholder engagement a number of proposals were made and the potential impact of these proposals on staff based at the listed five Laundry production units considered:

- Ysbyty Glan Clwyd Laundry Services - Betsi Cadwaladr University Health Board;
- Glangwili General Hospital Laundry Service - Hywel Dda University Health Board;
- Llansamlet Laundry Service - Swansea Bay University Health Board;
- Church Village (old East Glamorgan Hospital) Laundry Service - Cwm Taf University Health Board;
- Llanfrechfa Grange 'Green Vale' Laundry Service - Aneurin Bevan University Health Board.

The consultation paper issued proposed the decommissioning of the Church Village Laundry Production Unit with services relocated to Llanfrechfa Grange; a new site development for Ysbyty Glan Clwyd and decommissioning both Llansamlet and Glangwili General Hospital and then proposing to build a new Laundry Production Unit within a reasonable proximity of the existing Unit west of Swansea.

It further proposed that the services provided by Ysbyty Glan Clwyd; Llansamlet and Llanfrechfa Grange be transferred, via TUPE, to the NHS Wales Shared Services Partnership (NWSSP); and that those provided by Glangwili General Hospital and Church Village be managed via a Service Level Agreement between the relevant Health Board and NWSSP, until the new SW Wales site was commissioned.

As a result of these proposals, the consultation paper aimed to provide the required information and process to follow in order to successfully transfer activities and staff to NWSSP.

Due to COVID-19 and planning for the next few months, a decision has been taken that any resultant TUPE transfer would not come into effect until 1st April 2021 at the earliest.

THE CONSULTATION PROCESS

Consultation on the proposals for the All Wales Laundry began on Monday 17th February 2020 and was initially scheduled to run until 15th May 2020. However, due to the pressures placed on the health system as a result of the COVID-19 pandemic, it was felt that a meaningful consultation could not be held with staff within the timescales set. With this in mind a decision was taken by the Workforce sub group of the All Wales Laundry Programme to extend the consultation period initially to 10th June 2020 and then again to 30th June 2020.

From feedback provided by the affected Health Boards, the majority of staff have had the opportunity to participate in the consultation process through one to ones with the local teams and the provision of questions to the NWSSP project team. Regular meetings of the All Wales Laundry Workforce Sub-Group, including Workforce and Trade Union representatives from each of the five Health Board, have been held to monitor progress through the consultation period, to answer questions from staff as quickly as possible, and to generally provide support to the local Health Board teams.

It would be remiss not to advise that not all staff have had the opportunity to partake of one to one meetings with their local teams. The Unions from Swansea Bay UHB have advised that the one to ones for staff within the area were cancelled and rescheduled for September 2020. On following this up, an assurance had been made that these one to one would take place week commencing 13th July 2020. In the absence of the one to one's the local Union provided a list of questions from the Swansea Bay Laundry staff which has been considered and included as part of this response.

POINTS OF NOTE

The main themes arising from the Staff; Health Boards; and the local Unions relate primarily to the location of the new sites (particularly in the North and South West regions) and Terms & Conditions of employment including options for redeployment within Health Boards should staff not wish to transfer to NWSSP.

At this time, we are not in a position to determine the specific location of the new laundry facilities. This element forms an essential component of the Outline Business Case process that will be undertaken in stage 2 should Welsh Government approve the associated Proposed Business Case. Whilst staff understand that this is the case, there is naturally a nervousness about what this may look like and the impact that this will have on them if they have TUPE transferred out of the Health Board and into NWSSP. The Programme Business Case has detailed that the new locations will be as close to the existing sites as reasonable practical. Once a site has been determined, NWSSP can confirm that the appropriate organisational change processes would be instigated including consideration of the impact of, and potential solutions to, this on an individual basis.

When considering the Terms and Conditions of employment, the beauty of an All Wales set of employment conditions is that they are the same regardless of the Health Board or Trust that you work for. Staff will also be protected by TUPE legislation meaning that any agreed transfer will be on the precise terms and conditions of employment currently experienced by the staff.

For those not wishing to transfer from the outset, agreements can and do exist between Health Boards in Wales to support the transfer of staff into other organisations, should redeployment be required. If approved, it is recommended that the All Wales Laundry Sub-Group meet to agree a set of principles for staff who find themselves in this position.

The business case in the next phase of development will present the optimised operating model which will include the most efficient operational hours, ways of working and job roles to deliver the service. Any changes to job roles or conditions of service e.g. hours and working patterns, job banding and so on would be considered as part of this process. Again, should this be the case, appropriate organisational change processes would be instigated.

RECOMMENDATION

After thorough and careful consideration of the comments and feedback provided by Staff, the Health Board and local Unions, it is recommended that proposals detailed below, progress for consideration by the Welsh Government, along with a copy of this consultation response document:

1. South East Wales Region

- a) Staff based at the Llanfrechfa Grange 'Green Vale' Laundry Production Unit within the Aneurin Bevan University Health Board would transfer their employment, via TUPE, to NWSSP
- a) Staff based at the Church Village Laundry Production Unit would remain in the employment of Cwm Taf Morgannwg University Health Board, operating under a service level agreement until such a time that the unit is decommissioned

2. North Wales Region

Staff based at the Ysbyty Glan Clwyd Laundry Production Unit within the Betsi Cadwaldr University Health Board would transfer their employment, via TUPE, to NWSSP

3. South West Wales Region

- b) Staff based at the Llansamlet Laundry Production Unit within the Swansea Bay University Health Board would transfer their employment, via TUPE, to NWSSP
- c) Staff based at the Glangwili General Hospital Laundry Production Unit would remain in the employment of Hywel Dda University Health Board, operating under a service level agreement until such a time that the unit is decommissioned

APPENDIX

RESPONSE TO CONSULTATION COMMENTS AND QUESTIONS

Ref:	Comment/Question:	Source:	Response to Comment/Question:
1.	Is there a planned management structure for the new All Wales laundry and what is it?	Aneurin Bevan UHB	The PBC contains the blue print for the management structure for the All Wales Laundry Service and this will be published once committee approval has been given.
2.	I am currently reviewing the staffing levels and grades within Greenvale, it would be interesting to know the levels of staff across other sites? For example. Should an element of staff be transferred over from cwm Taff are they supervisors at band 3 or 4 level, do they have production managers, engineering managers etc....? For me that would be interesting to so I could possibly look to structure our site in a similar way?!?		<p>The PBC contains the blue print for the management structure for the All Wales Laundry Service and this will be published once committee approval has been given.</p> <p>The programme has to still complete two further stages an OBC and a FBC which are programmed to take circa 30 months, during this time all the laundry sites will continue to operate as normal together with supporting the changes in Greenvale to plant and equipment. It will not be until the completion and the decommissioning of CTMUHB and HDUHB LPU's will the changes impact on staff.</p>
3.	Engineering / maintenance – currently we have our own in house engineering team and engineering manager, is the plan to have such at each laundry location?		Engineering staff within the LPU's are within scope and therefore form part of the TUPE or SLA arrangements dependant on their respect location.
4.	Vehicles- We have our own dedicated transport, to date we are mainly hiring vehicles due to the age of the old vehicles that are struggling to cope with the demands- If possible I would like guidance as to whether we should be looking at replacing the old fleet or wait until the official transfer?		It is anticipated that the laundry transport will be managed through the All Wales Courier services, the PBC is planned for the July Committee meeting and if approved by the committee and Welsh Government (December 20) TUPE transfer if planned for April 21 therefore any replacements / hiring should be viewed with these timelines in mind by local management in conjunction with the project team.
5.	Drivers - It would be interesting to know whether shared services are looking at moving the driving team within their HCS driver pool or will they remain a standalone team within the laundry?		It is anticipated that the laundry transport will be managed through the All Wales Courier services, this will provide greater coverage for the service together with greater opportunities for the members of staff

Ref:	Comment/Question:	Source:	Response to Comment/Question:
6.	I would like a band review.	SWANSEA BAY UHB	The business case in the next phase of development will present the optimised operating model which will include the most efficient operational hours, ways of working and job roles to deliver the service. Any changes to job banding would be considered as part of this process.
7.	Is my job role going to change?		Unfortunately, at this point in time, we are unable to determine if and when job changes may be recommended or even proposed. The business case in the next phase of development will provide us with more clarity on this as it will present the optimised operating model which will include the most efficient operational hours, ways of working and job roles to deliver the service.
8.	If and when can my job change?		Unfortunately, at this point in time, we are unable to determine if and when job changes may be recommended or even proposed. The business case in the next phase of development will provide us with more clarity on this as it will present the optimised operating model which will include the most efficient operational hours, ways of working and job roles to deliver the service. However, we can assure you that, if agreed, staff will transfer to NWSSP on the same terms and conditions and within the same roles as they are currently on.
9.	Where is the laundry going to be? (after TUPE)		The laundry will remain in situ until the new site has been identified and developments concluded. However the business case does state the new Laundry in the south West will be as close as reasonably practical to the existing site.
10.	Are people from the laundry that is closing being offered jobs at the new laundry facility?		All staff who TUPE transfer to NWSSP will transfer to the new facility once built
11.	If so are they on the same rate of pay + bonus. If so will we be paid the same as them?		Staff will transfer on the same terms and conditions as they are currently on

Ref:	Comment/Question:	Source:	Response to Comment/Question:
12.	Will their hours impact us?	SWANSEA BAY UHB	NWSSP (Shared Services) is an NHS Wales Organisation and is no different to any other NHS Wales Organisation. Staff working for Shared Services have the same terms and conditions as all NHS staff employed by NHS Wales. Staff will transfer on the same terms and conditions as they are currently on, however the business case in the next phase of development will present the optimised operating model which includes the most efficient operational hours
13.	Will people working fixed days say Monday, Wednesday and Friday be working the same days or will it become 3 days over 5?		Staff will transfer on the same terms and conditions as they are currently on, however the business case in the next phase of development will present the optimised operating model which includes the most efficient operational hours
14.	In the documents from the road show it gives the option to stay with the Health board is this the case?		As mentioned at the briefing session, those currently within the sites/areas selected for the new builds will transfer immediately to NWSSP. If however, you choose not to work for NWSSP, an agreement exists between Health Boards in Wales to support the transfer of staff into another organisation
15.	Are the working hours staying the same?		Staff will transfer on the same terms and conditions as they are currently on, however the business case in the next phase of development will present the optimised operating model which includes the most efficient operational hours
16.	At the moment we have the benefit of being transferred to the hospitals if a vacancy comes up, will we still have these options under shared services?		Agreements can and do exist between Health Boards in Wales to support the transfer of staff into other organisations, should redeployment be required.

Ref:	Comment/Question:	Source:	Response to Comment/Question:
17.	If we are TUPE / Transferred over are we protected for a certain amount of time? (Normally it is a year)	SWANSEA BAY UHB	The period of protection afforded by TUPE is indefinite. When considering the impact of TUPE on your employment, any change to a contract of employment made as a result of the TUPE transfer will be deemed unlawful. However, should a change be proposed that is unrelated to the transfer, this is likely to be considered outside the TUPE protections. However any changes that result from the next stage will be under the All Wales OCP and Protection policies.
18.	If we are Tupe / transferred over and we do not like the conditions, can we transfer back		Agreements can and do exist between Health Boards in Wales to support the transfer of staff into other organisations, should redeployment be required.
19.	Would there be any shift pattern changes e.g. weekend working 5 days over 7 after we have transferred.		Staff will transfer on the same terms and conditions as they are currently on, however the business case in the next phase of development will present the optimised operating model which includes the most efficient operational hours. However any changes that result from the next stage will be under the All Wales OCP and Protection policies.

 GIG CYMRU NHS WALES	Partneriaeth Cydwasaethau Shared Services Partnership	23/07/2020
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The report is not Exempt

Teitl yr Adroddiad/Title of Report

Temporary Medicines Unit for COVID-19 – Update & Technical Agreement

ARWEINYDD: LEAD:	Neil Frow, Managing Director
AWDUR: AUTHOR:	Peter Elliott, Project Manager
SWYDDOG ADRODD: REPORTING OFFICER:	Neil Frow, Managing Director

Pwrpas yr Adroddiad: Purpose of the Report:

This paper gives a progress update, and requests Committee approval for a Technical Agreement between NWSSP and the Health Boards in support of the Temporary Medicines Unit for injectable medicines due to the impact of COVID-19.

Llywodraethu/Governance

Amcanion: Objectives:	<p>Value for Money - To develop a highly efficient and effective shared service organisation which delivers real terms savings and service quality benefits to its customers.</p> <p>Excellence - To develop an organisation that delivers process excellence through a focus on continuous service improvement, automation and the use of technology.</p> <p>Staff - To have an appropriately skilled, productive, engaged and healthy workforce.</p>
Tystiolaeth: Supporting evidence:	-

Ymgynghoriad/Consultation :

Welsh Government, Chief Pharmacists' Group, Health Board and Trust Medical Directors.

Adduned y Pwyllgor/Committee Resolution (insert ✓):							
DERBYN/ APPROVE	✓	ARNODI/ ENDORSE		TRAFOD/ DISCUSS		NODI/ NOTE	
Argymhelliad/ Recommendation	The Committee is asked to approve the attached Technical Agreement in support of the Temporary Medicines Unit.						

Crynodeb Dadansoddiad Effaith: Summary Impact Analysis:	
Cydraddoldeb ac amrywiaeth: Equality and diversity:	No direct Impact
Cyfreithiol: Legal:	The Technical Agreement sets out the proposed legal responsibilities of each party in the supply of injectable medicines by the TMU to the Health Boards.
Iechyd Poblogaeth: Population Health:	The service is being introduced to improve the health of the population in response to the impact of COVID-19.
Ansawdd, Diogelwch a Profiad y Claf: Quality, Safety & Patient Experience:	The service is being introduced to improve the health of the population in response to the impact of COVID-19.
Ariannol: Financial:	No direct impact
Risg a Aswiriant: Risk and Assurance:	This Technical Agreement develops the Risk and Assurance implications of the paper previously approved on 18 May 2020.
Safonau Iechyd a Gofal: Health & Care Standards:	No direct Impact
Gweithlu: Workforce:	No direct impact
Deddf Rhyddid Gwybodaeth/ FOIA	Open

Temporary Medicines Unit for COVID19

Project Update

SITUATION

Setting up of a Temporary Medicines Unit service within NWSSP was approved by SSPC on 18 May 2020, with capital and revenue funding provided by Welsh Government. Implementation is ongoing.

GOVERNANCE

A Project & Service Management Board has been set up including NWSSP Directors, the Chief Pharmaceutical Officer of Welsh Government Andrew Evans, the Quality Assurance Lead for Wales Laura-Jayne Keating, and Judith Vincent representing the Chief Pharmacist Group. This board has now met three times, the chair is Neil Frow.

Wider stakeholders have been mapped, and additional updates are being given by the NWSSP Medical Director to the Medical Directors' forum.

Relevant documentation will be shared with the Velindre Trust Board, to provide them with assurance in line with the hosting agreement and standing orders.

CAPITAL BUILD

Build of the clean room facility and secure storage area within the IP5 warehouse is well advanced, with physical completion expected by the end of July. This is around one week behind the original timeline, largely due to material supply issues which have now been overcome. The delay is considered manageable.

Total capital awarded from Welsh Government was £567,528. An additional £10,000 has been allocated from NWSSP discretionary capital for a total capital budget of **£577,528**. Of these funds:

- £461,102 has been committed to building and equipping the TMU
- £30,815 have been committed on equipment for St Mary's Pharmaceutical unit (CAVUHB) who will make the bulk solutions for the TMU to use.
- £81,000 has also been committed on equipment which has been placed on loan to CAVUHB, SBUHB and BCUHB to boost the productivity of their existing syringe filling units.
- £4,613 remains uncommitted at this point in time

VALIDATION

Validation work is being programmed for August with the aim of declaring the unit functionally ready to use from September onwards, if the COVID situation should require. This will be carried out by NHS Wales staff, with support from specialist cleaning contractors if required.

REGULATORY

Key regulatory approval status is:

- Home Office License for Controlled Drugs - documentation submitted, reviewed and approved for IP5 site. Site inspection will follow within the next 6 months.
- General Pharmaceutical Council – Full application for the IP5 site has been submitted and reviewed. Approval is imminent pending receipt of the fee payment.
- MHRA MS Specials and WDA – Initial discussions with MHRA and review of unit layout have already taken place, with adjustments made in line with their recommendations. Application is being prepared and will be submitted after validation and recruitment reach the appropriate stage. MHRA recognise that this project is COVID related and time critical. Active engagement with MHRA to understand their fast track approval process and expectations is ongoing. Both the Accountable Pharmacist and the Regional QA lead are actively participating in these discussions. Health Board staff, working flexibly on honorary engagements to NWSSP are also actively supporting preparation of the necessary documentation.

We also retain the option to open under the Section 10 exemption in the Medicines Act if the COVID situation should require it before our MHRA licenses are granted.

- In this event an external validation is being arranged with colleagues in SW England, to ensure that the necessary standards have been achieved. This is due to the Wales Regional QA (who would usually perform a Sec 10 inspection) having been closely involved in the design and set-up of the unit, and so unable to “mark her own homework”.

Project and Service Management Board, acting on advice from both the Chief Pharmacist Group and the Project Team, have directed that licensing the unit with MHRA is the *preferred regulatory route*, with the Sec 10 Exemption as a *contingency*.

REVENUE COSTS

The allocated revenue budget is forecast to meet staff and non staff operating costs up to March 2021. Monthly finance reviews have been arranged to track this spend, the first of which has now taken place.

Recruitment actions are underway with a mixture of short fixed term contracts, honorary contracts, and secondments from Health Boards. The Chief Pharmacists Group are supporting us with suitable flexible arrangements, which will ensure labour is available at key times to enable the unit to be brought into use, without destabilising core Health Board services.

TECHNICAL AGREEMENT

A Technical Agreement has been drawn up, in consultation with the Chief Pharmacist Group and other key stakeholders, covering the respective responsibilities of the TMU Service and the Health Boards in the supply of medicines. In summary:

- The TMU is a Technical & Professional Service
- All Clinical responsibilities and decisions lie with the Health Boards
- The TMU will only make and supply the products which the Health Boards request

The Chief Pharmacist Group have been consulted on this document, and contributed to the drafting. CPG has now endorsed the agreement, as confirmed by Judith Vincent on 17/7/20.

The agreement is now submitted to SSPC for **approval**.

It should be noted that there is no financial aspect to this agreement, and it does not commit the Health Boards to any purchase. The ordering and transactional arrangements for medicines supplied by the TMU will form part of a separate SLA which will be submitted to the September meeting of SSPC. In the event of an urgent opening of the unit before that date, then a Chair's Action will be taken, after consulting with the Chief Pharmacist Group.

QUALITY TECHNICAL AGREEMENT

FOR THE PREPRATION, MANUFACTURE AND DELIVERY
OF INTRAVENOUS INFUSIONS

Contract Giver (CG)

	Aneurin Bevan University Health Board
	Cardiff and Vale University Health Board
	Cwm Taf Morganwg University Health Board
	Swansea Bay University Health Board
	Hywell Dda University Health Board
	Betsi Cadwaladr University Health Board

Contract Acceptor (CA)

NHS Wales Temporary Medicines Unit, NWSSP

Technical Agreement

1. Description of service

Aseptic preparation and supply of intravenous injections through a Centralised Intravenous Additives Service (CIVAS).

2. Reference to SLA / Purchase agreement

This Technical Agreement is a supplement to any financial agreement or Purchase Orders placed by the Contract giver to the Contract Acceptor.

3. Duration

This technical agreement will be in-place from the date of the final signature of approval until 31st March 2021. Within this period the agreement can be reviewed at the request of either party.

4. Scope of service

Health Boards in Wales have increased the number of Intensive Care beds as part of contingency planning for the COVID 19 pandemic. Welsh Government has anticipated increased demand for intravenous infusions as a result of this expansion and established a Temporary Manufacturing Unit (TMU) to supplement existing UHB CIVAS capacity.

Distribution from the TMU will be undertaken by the NWSSP Health Courier Service (HCS).

The range of products is taken from the NHS England *COVID 19 Master List of Critical Care Medicines* and is approved by the Welsh Critical Care Clinical Network and Welsh Chief Pharmacists Committee.

5. Scope of Agreement

This agreement defines the roles and responsibilities between the CG and the CA relating to the preparation and delivery of intravenous infusions.

All parties agree as follows:

- The CA is a provider of ready-to-administer intravenous infusions, which are prepared to an agreed specification and delivered to the CG.
- The CA shall prepare or manufacture and deliver the products in accordance with this technical agreement and in addition to other financial agreements or purchase orders.
- The CA is subject to registration and inspection by the competent national authorities and will seek MHRA Manufacturer's "Specials" during the duration of the agreement.

The CA hereby acknowledges that the CG is relying on the skill and experience of the CA in the proper preparation or manufacture and delivery of the contractual products under this agreement and the CA accordingly warrants to the CG that:

- The product shall be of satisfactory quality and fit for purpose
- The product shall comply in all respects with orders provided by the CG.

Technical Agreement

Both parties will strictly observe the detailed pharmaceutical responsibilities which are specified below.

6. Regulatory information

Within the duration of the agreement the contract Acceptor will:

- maintain Home Office Domestic Controlled Licence and General Pharmaceutical Council Premises (GPhC) Registration
- undertake the necessary regulatory development work for a MHRA manufacturers' Specials (MS) licence and make a licence application.

The unit will prepare and supply range of critical care intravenous infusions under Section 10 exemption from the Medicines Act 1968. Section 10 Exemption restricts shelf life to 7 days and requires reconciliation of prepared goods with patient prescription details as part of the approval process.

The Contract Giver will provide "patient prescription list" this will indicate

- Names of patients on the intensive care unit
- Number of doses of the Medicines in the agreed product range
- Confirmation that Clinical Pharmacy verification has been carried out

Once a MHRA MS licence is granted, the Contract Acceptor will withdraw its GPhC registration and it will not be necessary for the Contract Giver to provide the "patient prescription list".

7. Starting Materials

The CA will source and use starting materials, which have been manufactured under a MHRA MS Licence, purchased directly from the manufacturer or through a wholesaler holding a UK Wholesale Dealers Authorisation ("WDA").

8. Communication arrangements

The service involves the preparation and supply of highly potent, relatively short dated medicines. Good communication between the Contract Giver and the Contract acceptor is necessary to manage the clinical and financial risks. The following communication arrangements will be in place:

- Procurement and operational issues – nominated individuals (see responsibilities below)
- Purchase order, "Patient Prescription list", Delivery Note and "Certificate of Conformance"
- Monthly Quality and Performance report
- TMU project and Service Management Board meeting – representation of the Welsh Chief Pharmacists Committee

Technical Agreement

9. Responsibilities

General

Activity	Contract Giver	Contract Acceptor
Assessment of the legality, suitability and competence of the Contract Acceptor.	✓	
Monitoring and review of the performance of the Contract Acceptor.	✓	
Responsibility for the quality, safety and security of consigned medicines to the point of signed receipt by the Contract Giver.		✓
Agreement of product and labelling specification prior to commencement of service.	✓	✓
Provision of adequate premises, equipment and staff to satisfactorily carry out the work undertaken.		✓

Communication

Activity	Contract Giver	Contract Acceptor
Nomination of individual(s) as point of contact for purchasing and operational queries.	✓	✓
provision of purchase order and supporting "patient prescription list", to an agreed deadline.	✓	
Issue of a monthly Quality and Performance Report on the activity, service delivery, performance against KPIs, environment, errors, deviations, complaints, self-inspection and external audit reports to the UHB Chief Pharmacist or their nominated delegate.		✓
Provision of Delivery Note with each consignment of medicines referencing the Contract Giver's purchase order.		✓

Technical Agreement

Activity	Contract Giver	Contract Acceptor
Provision of "Certificates of Conformance" (CofC) with each consignment of medicines. The CofC will include the following: <ul style="list-style-type: none"> • Name and (on approval of MHRA MS application, MS number of the site of manufacture) • Name of Product • Presentation • Route of Administration • Batch number and sub-batch number • Date of manufacture • Date of Product release • Expiry date • Storage conditions • Statement confirming product has been manufactured in compliance with GMP • Name, title and signature of person responsible for the validity of the certificate • and the data it contains. 		✓
Provision of sterility assurance of all products purchased by the CG. We prepared under section 10 exemption this assurance will be provided retrospectively. On obtaining MHRA MS licence the assurance will be provided prospectively, in the Certificate of Conformance.		✓
Confirmation, based on above, that products have been prepared and supplied in accordance with good manufacturing Practice.	✓	
Review and assessment of reports.	✓	

Regulatory

Activity	Contract Giver	Contract Acceptor
Operation of aseptic preparation service in compliance with <i>Quality Assurance of Aseptic preparation Services</i> 5 th Edition (2016) and ensure it is adequately resourced.		✓
Operation of service in compliance with General Pharmaceutical Council Standards for Registered Pharmacies.		✓
Purchase, storage and distribution of Medicines in compliance with Good Distribution Practice.		✓

Technical Agreement

Activity	Contract Giver	Contract Acceptor
Purchase, storage and distribution of Controlled Drugs in compliance with <i>Security guidance for all existing or prospective Home Office Controlled Drug Licensees and/or Precursor Chemical Licensees or Registrants and Guidance for the safe custody of controlled drugs and drug precursors in transit.</i>		✓
Maintenance of Home Office Domestic Controlled Drugs Licence.		✓
Maintenance of General Pharmaceutical Council Premises Registration.		✓
Operation of a Pharmaceutical Quality System in compliance with <i>EU Guidelines for Good Manufacturing Practice for Medicinal Products for Human and Veterinary Use (2015), Chapter 1 Pharmaceutical Quality System and Quality Assurance of Aseptic preparation Services 5th Edition (2016)</i> and ensure it is adequately resourced.		✓

Operational

Activity	Contract Giver	Contract Acceptor
Clinical Pharmacy verification of prescriptions.	✓	
Reconciliation of patient prescription list, purchase order with finished goods and dispatch note.	✓	✓
Within the constraints of Section 10 Exemption, supply of goods with optimum shelf life.		✓
Delivery to agreed delivery point at agreed time.		✓

Audit

Activity	Contract Giver	Contract Acceptor
Facilitation of periodic external audit by the All Wales QA Pharmacist on behalf of WG and the Contract Giver.		✓
Facilitation of external audit by regulatory bodies: Home Office, GPhC and MHRA.		✓
Making all audit reports available to the Contract Giver's Chief Pharmacist or nominated delegate.		✓
Undertaking any necessary remedial action identified in external audit and inform the Contract Giver's Chief Pharmacist or nominated delegate of progress.		✓

Technical Agreement

Records

Activity	Contract Giver	Contract Acceptor
Maintenance of records of the overall process from purchase of starting materials and consumables to receipt of consigned medicines by the Contract Giver. This will include evidence of appropriate storage temperatures.		✓
Making records available to the Contract Giver's Chief Pharmacist or nominated delegate on request.		✓
Retention of records for a duration in compliance with current guidance https://www.sps.nhs.uk/articles/retention-of-pharmacy-records .		✓

Complaints

Activity	Contract Giver	Contract Acceptor
Urgently informing the Chief Pharmacist at the relevant UHB and the Medical Director NWSSP of any error, complaint or recall where there is a direct risk of patient harm.		✓
Acknowledgement of all complaints within 24 hours.		✓
Provision of reports detailing investigation, corrective and preventative action within 10 working days.		✓

Recalls

Activity	Contract Giver	Contract Acceptor
Notification of the Contract Giver of any recall or near miss (Contract Acceptor or MHRA lead) relating to products manufactured by the Contract Acceptor or starting materials or consumables which were used in their manufacture.		✓
Coordination and documentation of the recall process.		✓
Arrangement of collection, logging, storage, segregation and disposal of returned goods as required.		✓

Change control

Activity	Contract Giver	Contract Acceptor
Informing the Contract Giver of any change in the facility, overall process or the specification of the product before changes are made.		✓

Technical Agreement

Contract acceptor's list of subcontractors

- NWSSP Health Courier service - delivery of starting materials and distribution of finished goods
- Public Health Wales – incubation, reading and reporting of settle plates and media fills
- TBC – Clean room clothing services

Technical Agreement

Approvals

Submitted for Approval to Shared Services Partnership Committee, meeting on 23 July 2020.



GIG
CYMRU
NHS
WALES

Partneriaeth
Cydwasaethau
Shared Services
Partnership

AGENDA ITEM:

23/07/2020

The report is not Exempt

Teitl yr Adroddiad/Title of Report

Single Lead Employer Programme

**ARWEINYDD:
LEAD:**

Malcolm Lewis, Medical Director NWSSP

**AWDUR:
AUTHOR:**

Rhys Owen, Project Manager NWSSP PMO

**SWYDDOG ADRODD:
REPORTING OFFICER:**

Gareth Hardacre, Director of Workforce & OD
NWSSP

**MANYLION CYSWLLT:
CONTACT DETAILS:**

Rhys Owen, Project Manager NWSSP PMO

**Pwrpas yr Adroddiad:
Purpose of the Report:**

The purpose of this report is to update the SSPC on the Single Lead Employer programme

Llywodraethu/Governance

**Amcanion:
Objectives:**

To develop and implement an extension of the Single Lead Employer model to all foundation and medical trainees along with dental and pharmacy trainees in training in NHS Wales

**Tystiolaeth:
Supporting
evidence:**

None

Ymgynghoriad/Consultation:

Adduned y Pwyllgor/Committee Resolution (insert ✓):							
DERBYN/ APPROVE		ARNODI/ ENDORSE	✓	TRAFOD/ DISCUSS		NODI/ NOTE	✓
Argymhelliad/ Recommendation	Outline the recommendation of the report <ul style="list-style-type: none"> The Committee is asked to Endorse and Note progress of the Programme 						

Crynodeb Dadansoddiad Effaith: Summary Impact Analysis:	
Cydraddoldeb ac amrywiaeth: Equality and diversity:	No direct impact
Cyfreithiol: Legal:	No direct impact
Iechyd Poblogaeth: Population Health:	No direct impact
Ansawdd, Diogelwch a Profiad y Claf: Quality, Safety & Patient Experience:	No direct impact
Ariannol: Financial:	No direct impact
Risg a Aswiriant: Risk and Assurance:	This report provides assurance to the Committee that NWSSP has robust risk management processes in place.
Safonau Iechyd a Gofal: Health & Care Standards:	Access to the Standards can be obtained from the following link; http://gov.wales/docs/dhss/publications/150402/standardsen.pdf
Gweithlu: Workforce:	No direct impact
Deddf Rhyddid Gwybodaeth/ Freedom of Information	Open or closed (i.e. is the information exempt) Assess if the information can be disclosed into the public domain, if not it will need to be presented as a part 2 agenda item.

Single Lead Employer Programme

1. CEFNDIR/BACKGROUND

NWSSP is an integral part of NHS Wales and is led by a Managing Director and Senior Management Team who are accountable to the Shared Services Partnership Committee that is composed of representatives from each of the NHS organisations that use our services. We also have a number of sub-committees and advisory groups, which include members drawn from our partners, stakeholders and service users.

The Single Lead Employer (SLE) model for GP Specialty Trainees (GPSTs) was first piloted within NHS Wales Shared Services Partnership (NWSSP) for the new intake to the February 2015 rotation. This was quickly recognised as a great success with many benefits for the GPSTs included in the pilot and the model was rolled out to all GPSTs on a quicker timeline than was previously planned.

Following this success, medical trainees in other specialties have also sought to experience the benefits of working as part of a SLE model. In 2018, NWSSP was approached by HEIW with a request for the Pre-registration Pharmacists and Dental Foundation Trainees to join the SLE model from August and September 2020 respectively.

In 2019, HEIW undertook an options appraisal considering the potential for all core and specialty medical trainees in NHS Wales to be part of a SLE arrangement and identified a range of options for this to be undertaken.

In late 2019, NWSSP was identified as the preferred provider of this service and work has commenced for the phased intake of trainees from August 2020.

2. Current Progress

Scheme commenced in Jan 2020 with programme board established shortly after. To support the planning and development several key tasks and milestones were identified which are shown below:

Tasks

- Interim F1s on-boarded between May-July (134 interim F1s)
- F1s pre-employment checks in progress – start date 30 July
- Paediatric trainees on-boarding in progress – start date 2 September 2020
- Paediatric positions have been created on 043 ESR (134 positions)
- Foundation Dentists have been created on 043 ESR (75 positions)
- F1 positions are being created on 043 ESR (328 positions)

Programme Work streams

- Occupational Health, Finance, Legal and Risk and Operational Workforce work streams set up and in progress alongside an operational project team.

Workstream progress

- Employment Management Agreement developed for Dental Foundation Trainees
- SLAs for Health Boards are in progress
- Roles and Responsibilities document developed and agreed
- Operational Procedure in development
- Development of SLE intranet pages and newsletter/FAQs for Trainees
- Mapping SLE Finance processes in progress

Stage 1 on-boarding timeline

Specialty	May-July	Aug20	Sep20	Oct20	Nov20	Feb21	Aug21
Interim F1s							
F1s							
Pre-Registration Pharmacists							
Dental Foundation Trainees							
Paediatrics							
Anaesthetics				Postponed (COVID-19) New date Feb or Aug 21			
Radiology							
F2s/additional specialties							
Remaining specialties							

3. ARGYMHELLIAD/RECOMMENDATION

The Committee are asked to:

NOTE the progress made to date.



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AGENDA ITEM:XX

The report is not Exempt

Teitl yr Adroddiad/Title of Report

Governance Framework to support the management and operating arrangements to facilitate the Expansion of the Single Lead Employer function within NWSSP

ARWEINYDD: LEAD:	Malcolm Lewis, Medical Director and Programme Lead , Single Lead Employer Programme Board
AWDUR: AUTHOR:	Sarah Evans, Deputy Director of Workforce and OD
SWYDDOG ADRODD: REPORTING OFFICER:	Gareth Hardacre, Director of Workforce & OD

**Pwrpas yr Adroddiad:
Purpose of the Report:**

The purpose of this report is to seek approval from NHS Wales Shared Services Partnership (NWSSP) Committee for a set of revised operating and management governance framework documents (Appendices A-D) required to support the expansion of the current Single Lead Employment (SLE) Model from July 30th 2020.

The following suite of documents which have been updated and support the arrangements are :-

1. An agreement (Appendix A) between NWSSP and Health Boards/NHS Trusts relating to the employment of foundation doctors, foundation dentists, pre-registration pharmacists, medical and dental core trainees and specialty medical and dental training registrars and specialty general practice registrars in Wales .
2. An agreement (Appendix B) between NHS Wales Shared Services Partnership and commercially/private owned Pharmacies relating to the employment arrangements for pre-registration pharmacists in Wales;
3. An agreement (Appendix C) between NHS Wales Shared Services Partnership and privately owned Dental Practices relating to the employment arrangements for Foundation Dentists in Wales;
4. An agreement (Appendix D) between NHS Wales Shared Services Partnership and HEIW (the regulatory body for Education and Learning in NHS Wales) relating to the employment of a number trainee professionals, namely, foundation doctors, foundation dentists, pre-registration pharmacists, medical and dental core trainees and specialty medical and dental training registrars and specialty general practice registrars in Wales

Llywodraethu/Governance

Amcanion: Objectives:	<ul style="list-style-type: none">• Value for Money –Will deliver real term savings and service quality benefits to our customers through the reduction of administration costs associated with the reduction of payroll transactions, monitoring of professional registrations, DBS, Mandatory & Statutory training compliance
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	<ul style="list-style-type: none"> • Excellence – The SLE model will deliver process excellence through a focus on continuous service improvement, automation and the use of technology. • Excellence- Trainees will be pre-screened when they rotate to a different Health Board thus avoiding unnecessary duplication of pre-employment checks ; • Staff – Trainees will only require one round of employment checks prior to the start of their Training. This will have significant benefits to the trainee, as they will no longer be required to change employer when they rotate to as part of their training to different Health Boards. • Staff -Trainees will be managed by one employer and have one point of contact for queries relating to their pay, terms and conditions of employment, travel expenses etc.
Tystiolaeth: Supporting evidence:	Legal and Privileged advice

Ymgynghoriad/Consultation :

Adduned y Pwyllgor/Committee Resolution (insert v):							
DERBYN/ APPROVE	v	ARNODI/ ENDORSE		TRAFOD/ DISCUSS	v	NODI/ NOTE	v
Argymhelliad/ Recommendation		<p>The Committee is asked to:</p> <p>Approve -the attached draft SLE documentation (Appendices A to D) which will allow the Managing Director, NWSSP to sign on behalf of the Committee in line with current delegated authority as detailed in paragraph 8.2.2 of NWSSP's Standing Orders.</p> <p>Note -the legal advice (Appendix E) provided in relation to NWSSP's role as a Single Lead Employer for Trainees placed with Host Organisations and the potential implications of NWSSP being defined as an Employment Business within the meaning of the Employment Agencies Act 1973 and the Conduct of Employment Agencies and Employment Businesses Regulations 2003.</p> <p>-NWSSP will pursue the option of requesting an exemption to the Employment Agencies Act 1973 and the Conduct of Employment Agencies and Employment Businesses Regulations 2003</p>					

Crynodeb Dadansoddiad Effaith: Summary Impact Analysis:	
Cydraddoldeb ac amrywiaeth: Equality and diversity:	No direct Impact
Cyfreithiol: Legal:	<p>NWSSP Committee are asked to note the legal advice (Appendix E) provided in relation to NWSSP's role as a Single Lead Employer for Trainees placed with Host Organisations and the potential implications of NWSSP being defined as an Employment Business within the meaning of the Employment Agencies Act 1973 and the Conduct of Employment Agencies and Employment Businesses Regulations 2003.</p> <p>Committee are also asked to note that NWSSP are going to request an exemption to the Act and the Regulations as the only staff NWSSP employed under the SLE Model are NHS staff. This exemption is in place within other SLE operations.</p>
Iechyd Poblogaeth: Population Health:	No direct Impact
Ansawdd, Diogelwch a Profiad y Claf: Quality, Safety & Patient Experience:	The SLE model will deliver process excellence through a focus on continuous service improvement, automation and the use of technology.
Ariannol: Financial:	The SLE model will deliver real term savings and service quality benefits to our customers through the reduction of administration costs associated with the reduction of payroll transactions, monitoring of professional registrations, DBS, Mandatory & Statutory training compliance
Risg a Aswiriant: Risk and Assurance:	A Risk Register detailing the risks and actions to be taken to mitigate any risks will be developed as part of the Programme Board arrangements.
Safonau Iechyd a Gofal: Health & Care Standards:	No direct Impact
Gweithlu: Workforce:	<p>Improved recruitment and retention of trainees</p> <p>Improved morale of trainees</p>
Deddf Rhyddid Gwybodaeth/ FOIA	Not applicable currently

Expansion of the Single Lead Employment Arrangements Service Level Agreements and Operational Arrangements

BACKGROUND:

As previously reported, NWSSP Committee has already agreed to the request by HEIW with WG support in October 2019 to expand the existing Single Lead Employment (SLE) Model for Speciality GP Registrar Trainees to encompass Pre-registration Pharmacists, Foundation Dentists and a small number of Speciality Registrar and Core Medical and Dental Trainees. It is important to recognise that these arrangements have been operating successfully for the last three years with the GPSTRs group. This provides us with a fresh opportunity to review the current agreement with health boards to take into account recent changes to the disciplinary process with regard to doctors; take on board some of the lessons of how the system has operated during the last few years; and incorporating a number of changes which helps clarify roles and responsibilities within the agreement.

At NWSSP's Partnership Committee on 27th November 2019, this request was approved and it was agreed that a Programme Board arrangement would be put in place to facilitate the expansion of the (SLE) model. The arrangements included the establishment of Task and Finish Groups to work through the following :-

1. Operational Management and Communication Arrangements;
2. The Legal and Governance Structures which would underpin expansion of the Single Lead Employment Model;
3. Financial Arrangements.

A separate Project Update report has been provided for NWSSP Committee members, which details progress in relation to points 1 and 3 above.

This paper therefore specifically addresses:-

- 1) the work of the Task and Finish Group established to oversee the development of the Governance framework and relevant agreements that underpinned the SLE model including the refresh and development of a number of contractual agreements (appendices A-D) between the different parties involved;
- 2) the implications of the Employment Business within the meaning of the Employment Agencies Act 1973 and the Conduct of Employment Agencies and Employment Businesses Regulations 2003 for the Single Lead Employer Model (Appendix E) along with the steps that have been taken to addresses/mitigates any risks arising from this legislation as part of the proposed contractual agreements have also been taken into account as part of the process;

GOVERNANCE UPDATE

It was reported at May's Partnership Committee Meeting that the contractual arrangements which will govern the new employment relationship between the SLE (NWSSP) and Host Organisations (Health Boards, Retail Pharmacy Sector, and Dental Practices) would be submitted to June's Programme Board, and be presented to July's Partnership Committee for final approval. Unfortunately, due to the impact of COVID-19 the original timescales to develop the supporting documentation has been impacted. Due to scheduling of the NWSSP Committee the final documents have not yet been through the final Programme Board meeting which is due to be held on the 28th July 2020.

The current position in relation the Governance Structure is as follows.

1. An agreement between NHS Wales Shared Services Partnership and Health Boards/NHS Trusts; relating to the employment of foundation doctors, foundation dentists, pre-registration pharmacists, medical and dental core trainees and specialty medical and dental training registrars and specialty general practice registrars in Wales has been drafted and is attached (Appendix A) .
2. A contractual agreement between NHS Wales Shared Services Partnership and commercially/private owned Pharmacies relating to the employment arrangements for pre-registration pharmacists in Wales has been drafted and is attached (Appendix B). This has been shared with all Commercial Pharmacies hosting Pre-registration Pharmacists. We are currently awaiting feedback from respective organisations.
3. A contractual agreement between NHS Wales Shared Services Partnership and privately owned Dental Practices relating to the employment arrangements for Foundation Dentists in Wales has been drafted and is attached (Appendix C). This will be shared with Dental Practices in August alongside the Training Agreement between HEIW and the respective Dental Practice.
4. An agreement between NHS Wales Shared Services Partnership and HEIW (the regulatory body for Education and Learning in NHS Wales) relating to the employment of a number trainee professionals, namely, foundation doctors, foundation dentists, pre-registration pharmacists, medical and dental core trainees and specialty medical and dental training registrars and specialty general practice registrars in Wales has been drafted and is attached. (Appendix D) .

REGULATORY IMPLICATIONS:

In acting as the Single Lead Employer, NWSSP will be supplying persons in its employment to act for and under the control of other persons i.e. Host Organisations. In doing so, it will be an Employment Business within the meaning of the Employment Agencies Act 1973 and the Conduct of Employment Agencies and Employment Businesses Regulations 2003 .

This imposes a number of regulatory requirements on NWSSP, which are outlined in the attached legal advice (Appendix E).

Reassuringly, many of the requirements highlighted in the legal advice are addressed via the Contracts of Employments issued to staff and the attached draft contractual arrangements with Host Organisations and HEIW.

A key area identified in the legal advice relates to Health and Safety. This has been addressed in the contractual agreements between NWSSP and the respective Host Organisations and places obligations on Host Organisations to comply with Health and Safety Legislation, carry out local risk assessments, provide PPE etc.

Our Legal Department has advised that NWSSP may be able to lobby for an exemption to the Act and the Regulations as have other parts of the public sector, such as local authorities who are already exempt. NWSSP Partnership Committee are asked to note NWSSP 's intention to pursue an exemption to the Act on the basis that the only staff NWSSP employs under the Single Lead Employment Model are NHS staff. This will also have an impact on reducing the risk of challenge with the ongoing work of the Collaborative Bank.

RECOMMENDATION:

Given the timescales involved with the latest rotations of students and the August intake it is proposed that rather than delaying the implementation of the SLE arrangements the Committee is requested to

Approve the attached draft contracts (Appendices A to D) and agree that the Managing Director , NWSSP sign the documentation on behalf of the Committee in line with current delegated authority as detailed in paragraph 8.2.2 of NWSSP's Standing Orders subject to :-

- The agreements are endorsed and signed off by the final programme Board on the 28th July 2020, and
- Any changes are agreed first through Chairs action and reported to the Committee Meeting in September 2020.

DRAFT



**Agreement Relating to the Employment of
Foundation Doctors, Foundation Dentists, Pre-registration
Pharmacists, Core Medical and Dental Trainees and Specialty
Medical and Dental Training Registrars and Specialty General
Practice Registrars in Wales**

Between

**Velindre University NHS Trust (On behalf of NHS Wales Shared
Services Partnership)**

And

The Host Organisation

(Insert name of Local Health Board/NHS Trust)

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DRAFT

- (1) Velindre University NHS Trust (the Trust) acting through its statutory committee of NHS Wales Shared Services Partnership of 4-5 Charnwood Court, Heol Billingsley, Parc Nantgarw CF15 7QZ (**NWSSP**)
- (2) [LHB or Trust name] and whose address is [insert full address] (the "**Host Organisation**").

(A) NHS Wales Shared Service Partnership (NWSSP) was established pursuant to the Velindre National Health Service Trust Shared Services Committee (Wales) Regulations 2012. NWSSP is hosted by Velindre University NHS Trust and is responsible for exercising the Trust's functions in relation to shared services, policy and strategy and the management and provision of shared services to the health service in Wales.

(B) The Health Education and Improvement Wales (Establishment and Constitution) Order 2017 sets out Health Education and Improvement Wales (HEIW) principal functions. HEIW must exercise their functions in relation to the planning, commissioning and delivery of education and training for persons in the provision of health services. To ensure consistency of standards and develop a Wales wide approach to training it has been determined that all Foundation Doctors, Foundation Dentists, Pre-registration Pharmacists, Core Medical and Dental Trainees and Specialty Medical and Dental Training Registrars and Specialty General Practice Registrars (hereinafter referred to as "Trainees") in Wales shall be employed by a single lead employer, NWSSP.

(C) The Host Organisation is a Health Board/NHS Trust and is appointed as an approved trainer by HEIW pursuant to the National Health Service (Performers Lists) (Wales) Regulations 2004. HEIW is satisfied that the Host Organisation has the relevant skills and facilities to be an Approved Trainer.

(D) HEIW have requested that NWSSP become the Single Lead Employer and employ all Trainees in Wales. The success of the employment relationship is dependent on the cooperation of both the Host Organisation and HEIW, both of whom carry out duties to ensure the Trainee is able to demonstrate completion of their relevant Training Scheme and gain registration with their relevant professional body. It is proposed this Agreement shall govern the relationship between NWSSP and the Host Organisation during the Training Scheme. This Agreement is required to be concluded in accordance with the Training Placement Agreement between HEIW and the Host Organisation. NWSSP shall employ and provide employment services to the Trainee and

the Host Organisation shall provide information and cooperate with NWSSP in hosting the Trainee.

- (E) In consideration for performing the obligations the Host Organisation shall receive payment from HEIW in accordance with the Training Placement Agreement and shall receive the benefit of the work completed by the Trainee during their Training Scheme. Receipt of which is hereby acknowledged, in return for such consideration the Host Organisation shall perform the obligations set out in this Agreement which will assist NWSSP to act as the Single Lead Employer.
- (F) In order to operate this Agreement and secure a Training Placement the Trainee shall be required to enter into:
 - i. a Contract of Employment with NWSSP whereby the Trainee shall work and receive training in consideration for a salary payment; and
 - ii. an Education Agreement with HEIW whereby the Trainee shall receive training in consideration of providing commitment to attend training and complete study as required.
- (G) This Agreement shall be concluded in accordance with the requirements of the Training Placement Agreement and sets out (amongst other things) the obligations and responsibilities of the Host Organisation to NWSSP to enable the employment of the Trainee and the obligations of NWSSP to the Host Organisation in managing the employment relations as set out in this Agreement.
- (H) This Agreement is an 'NHS Contract' within the meaning of section 7 of the NHS (Wales) Act 2006 and is not legally binding. Notwithstanding, the parties agree to act in good faith and in accordance with the provisions stated in this Agreement.

IT IS AGREED AS FOLLOWS

1. Definitions and Interpretation

- 1.1 The following definitions and rules of interpretation in this clause apply in this Agreement.

Accountable Officer: the persons respectively designated by NWSSP and the Host Organisation under the Dispute Resolution Procedure;

Approved Trainer: is a Pharmacist, Doctor or Dentist

- (a) who is registered with the General Pharmaceutical Council, General Medical Council or General Dental Council

- (b) who has been approved for a specified period, which has not elapsed, by HEIW as having the requisite skills and suitable facilities to enable him or her to act as a trainer;

Authorised Representatives: the persons respectively designated as such by NWSSP and the Host Organisation, the first such persons being set out in Schedule 5.

Bribery Act: the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Certificate of Completion: completion of the registration process.

Change: any change to this Agreement including any change to either the Host Responsibilities or the Employer Responsibilities.

Commencement Date: 30/7/2020

Conditions Precedent: the conditions precedent to service delivery referred to in clause 2.2 and set out in Schedule 2.

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this Agreement, including but not limited to:

- a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, Host Organisations or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- b) any information developed by the parties in the course of carrying out this Agreement;
- c) Personal Data.

Contract of Employment: the legally binding terms and conditions of employment offered by NWSSP and accepted by the Trainee.

Contract Year: a period of 12 months, commencing on the Commencement Date.

Controller: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Data Subject: as defined in the Data Protection Legislation.

Default: any breach of the obligations of the relevant party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence of statement:

- a) in the case of NWSSP, of its employees, servants, agents;
- b) in the case of the Host Organisation, of its Sub-contractors or any Host Organisation Personnel,

in connection with or in relation to this Agreement and in respect of which such party is liable to the other.

Default Notice: is defined in clause 4.4.

Dispute Resolution Procedure: the procedure set out in clause 10.

e-Portfolio: the online electronic application that records the training development plan which shall be visible and accessible by NWSSP and completed by the Trainee and the Educational Supervisor on behalf of the Host Organisation. This shall be used to monitor, develop and manage the training programme and development goals.

Educational Supervisor: the individual appointed to HEIW to oversee the training of the Trainee during their enrolment on the Pharmacist, Dentist or Medical Training Programme.

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Employer Responsibilities: the obligations, responsibilities and tasks to be performed by or on behalf of NWSSP under this Agreement, as more particularly described in Schedule 1 (Employer Responsibilities).

Exit day: has the meaning set out in the European Union (Withdrawal) Act 2018.

Extension period: shall have the meaning given to it in clause 3.1.

FOIA: the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure: any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- f) collapse of buildings, fire, explosion or accident; and

- g) any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Host Organisation's workforce or the workforce of any Subcontractor of the Host Organisation).

GDC: General Dental Council: the statutory organisation established and the regulator for dental professionals in the United Kingdom. It keeps an up-to-date register of all qualified dentists and other dental care professionals such as: dental hygienists, dental therapists, dental nurses, dental technicians and clinical dental technicians.

GMC: General Medical Council: the statutory organisation established and the regulator for medical practitioners within the United Kingdom. Its chief responsibility is to protect, promote and maintain the health and safety of the public by controlling entry to the register, and suspending or removing members when necessary. It also sets the standards for medical schools in the UK.

GPhC: General Pharmaceutical Council: the statutory organisation established and the regulator for pharmacists, pharmacy technicians and registered pharmacies in the United Kingdom whose role is to protect, promote and maintain the health, safety and wellbeing of members of the public by upholding standards and public trust in pharmacy.

Good Industry Practice: using standards, practice, procedures and methods conforming with the Law and the General Pharmaceutical Council in the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Host Responsibilities under the same or similar circumstances as those applicable to this Agreement, including in accordance with any codes of practice published by relevant trade associations.

HIW: Health Inspectorate Wales: the independent inspectorate and regulator of health care in Wales that regulate and inspect NHS services and independent healthcare providers in Wales against a range of standards, policies, guidance and regulations to highlight areas requiring improvement.

Host Organisation Personnel: all employees to include staff, other workers, agents and consultants of the Host Organisation and of any Sub-Contractors who are engaged in the provision of the Host Responsibilities from time to time.

Host Responsibilities: the obligations, responsibilities and tasks to be performed by or on behalf of the Host Organisation under this Agreement, as more particularly described in Schedule 1 (Host Responsibilities).

Information: has the meaning given under section 84 of FOIA.

Initial Term: the period commencing on the Commencement Date and ending on the first anniversary of the Commencement Date.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in

computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Law: means any legal provision the Host Organisation must comply with including any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, whether in the UK or elsewhere.

Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Host Responsibilities including without limitation all requirements and registrations from the General Pharmaceutical Council, the General Dental Council, the General Medical Council and Health Inspectorate Wales.

Personal Data: as defined in the Data Protection Legislation.

Processor: as defined in the Data Protection Legislation.

Prohibited Act: the following constitute Prohibited Acts:

- a) to directly or indirectly offer, promise or give any person working for or engaged by NWSSP a financial or other advantage as an inducement or reward for any improper performance of a relevant function of activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- c) committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud NWSSP (iv) under the Modern Slavery Act 2015;
- d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.

Relevant Requirements: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010 and shall include any law relating to the Modern Slavery Act 2015.

Replacement Host Responsibilities: any services that are identical or substantially similar to any of the Host Responsibilities provided by any Replacement Host Organisation and which NWSSP receives in substitution for any of the Host Responsibilities following the termination or expiry of this Agreement.

Replacement Host Organisation: any third party supplier of Replacement Host Responsibilities appointed by NWSSP from time to time.

Representatives: means, in relation to a party, its employees, officers, representatives and advisors.

Request For Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

Single Lead Employer: NHS Wales Shared Services Partnership (NWSSP) hosted by Velindre NHS Trust acting through its Committee which shall employ all Trainees in Wales.

Sub-Contract: any contract or agreement, or proposed contract or agreement, between the Host Organisation and a third party pursuant to which that third party agrees to provide to the Host Organisation the Host Responsibilities or any part of the Host Responsibilities.

Sub-Contractor: the third parties that enter into a Sub-Contract with the Host Organisation.

Term: the period of the Initial Term as may be varied by:

- a) any Extension Period; or
- b) the earlier termination of this Agreement in accordance with its terms.

Termination Date: the date of expiry or termination of this Agreement.

Trainee: the individual that has been allocated a Training Placement within the Host Organisation by HEIW and who shall receive the benefit of performance of this Agreement, the personal details of the individual trainee shall be set out in Schedule 3.

Training Placement Agreement: the legally binding agreement between HEIW and the Host Organisation for the provision of training services for the benefit of the Trainee.

Training Placement: the training placement of the Trainee within the Host Organisation which has been selected and allocated by HEIW for the benefit of the Trainee.

Training Scheme: the training scheme required by Welsh Government in exercise of its devolved duties for pharmacist, dental and medical training in Wales. The number of Trainees in any one year is directed by Welsh Government. Welsh Government are responsible for setting the policy and funding the scheme, such funds are passed to HEIW in order for them to fund Host Organisations and allocate training placements for Trainees.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and

the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Working Day: Monday to Friday, excluding any public holidays in England and Wales.

Working Hours: the period from 9.00 m to 5.00pm on any Working Day.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation for the time being in force made under it.
- 1.8 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales and or Wales from time to time including as retained, amended, extended or re-enacted on or after exit day **OR** in EU member states from time to time.
- 1.9 A reference to **writing** or **written** includes fax OR e-mail save that official court proceedings shall not be accepted by email.
- 1.10 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference in this Agreement to any other agreement or a document is a reference to such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.12 References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule.

- 1.13 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 If there is any conflict or inconsistency between the provisions in the main body of this Agreement and the schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the Agreement;
 - (b) Schedule 2 (Conditions Precedent) to this Agreement
 - (c) Schedule 1 (Specification) to this Agreement;
 - (d) Schedule 4 (Data processing); and
 - (e) the remaining schedules to this Agreement

Commencement, duration and status

2. Term and Conditions Precedent

- 2.1 This Agreement shall take effect on the Commencement Date.
- 2.2 The Host Organisation may only commence delivery of the Host Responsibilities under this Agreement when (1) the Conditions Precedent have been satisfied and (2) the Contract of Employment has been entered into in respect of such Host Responsibilities.
- 2.3 This Agreement shall (unless it is terminated in accordance with the terms of this Agreement or is otherwise lawfully terminated) terminate at the end of the Term.

3. Extending the initial term

- 3.1 NWSSP may extend this Agreement beyond the Initial Term by a further period or periods of up to 12 months as required in line with the Training Placement Agreement (each such extension together with any such extensions, being the "**Extension Period**"). If NWSSP wishes to extend this Agreement, it shall give the Host Organisation at least 1 months' written notice of such intention before the expiry of the Initial Term or Extension Period.
- 3.2 If NWSSP gives such notice then the Term shall be extended by the period set out in the notice. For the avoidance of doubt any extension of this Agreement shall not entitle the Host Organisation to any increase or other Charges whatsoever.
- 3.3 If NWSSP does not wish to extend this Agreement beyond the Initial Term this Agreement shall expire subject to any earlier termination in accordance with this Agreement on the expiry of the Initial Term and the provisions of clause 19 shall apply.

- 3.4 The Parties acknowledge and accept that the term of this Agreement is directly linked to the term of the Training Placement Agreement and the Contract of Employment and the Host Organisation shall agree and extend this Agreement in line with the terms of the Training Placement Agreement and upon the same date as any extension exercised by NWSSP in accordance with clause 3.1.
- 3.5 The Host Organisation acknowledges and accepts that NWSSP shall be the employer of the Trainee and shall not hold themselves out as such.

The obligations of the parties

4. Supply of services

Host Organisation Responsibilities

- 4.1 The Host Organisation shall provide the Host Responsibilities with effect from the Commencement Date and for the duration of this Agreement in accordance with the provisions of this Agreement, including without limitation Schedule 1.
- 4.2 The Host Organisation accepts time is of the essence in delivery of the and performance of the Host Responsibilities on the Commencement Date or any date agreed between the Parties.
- 4.3 The Host Organisation shall provide at its own expense all Host Organisation Personnel and Equipment required for the full and proper performance of the Host Responsibilities.
- 4.4 In the event that the Host Organisation does not comply with the provisions of clause 4.1 in any way, NWSSP may serve the Host Organisation with a notice in writing setting out the details of the Host Organisation's default (a **Default Notice**).

Employers Responsibilities

- 4.5 NWSSP shall provide the roles and responsibilities with effect from the Commencement Date and for the duration of this Agreement in accordance with the provisions of this Agreement, including without limitation Schedule 1.

5. Required standards

- 5.1 The Host Organisation shall perform the Host Responsibilities, or procure that they are performed :
- (a) with reasonable skill and care and in accordance with Good Industry Practice;

- (b) in all respects in accordance with NWSSP's policies, procedures and requirements set out in **Error! Reference source not found.**; and detailed in **(insert hyperlink)** <https://nwssp.nhs.wales/ourservices/lead-employer/>
- (c) in accordance with all applicable Law;
- (d) in accordance with appropriate levels of security in respect of any use of computer systems and/or any related hardware and/or software it uses and shall ensure as far as possible any systems used are free from corrupt data, viruses, worms and any other computer programs which might cause harm or disruption to NWSSP 's computer systems or NHS Wales systems generally.

6. Compliance

- 6.1 The Host Organisation shall ensure that all Necessary Consents are in place to perform the Host Responsibilities and NWSSP shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 6.2 Where there is any conflict or inconsistency between the provisions of this Agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Host Organisation has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the for performance of the Host Responsibilities and the Host Organisation has notified NWSSP in writing.
- 6.3 The Host Organisation shall (and shall procure that the Host Organisation Personnel shall) perform its obligations under this Agreement (including those in relation to the Host Responsibilities) in accordance with:
 - (a) all applicable Law regarding health and safety; and
 - (b) Host Organisation policies which shall at all times comply with the requirements of Good Industry Practice,
- 6.4 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. The Host Organisation shall instruct the Host Organisation Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 6.5 Without limiting the general obligation set out in clause 5, the Host Organisation shall (and shall procure that the Host Organisation Personnel shall):
 - (a) perform its obligations under this Agreement (including those in relation to the Host Responsibilities) in accordance with:

- (i) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) NWSSP's equality and diversity policy;
 - (iii) any other requirements and instructions which NWSSP reasonably imposes in connection with any equality obligations imposed on NWSSP at any time under applicable equality law;
- (b) take all necessary steps, and inform NWSSP of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and
- (c) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement. The Host Organisation shall also undertake, or refrain from undertaking, such acts as NWSSP requests so as to enable NWSSP to comply with its obligations under the Human Rights Act 1998.

Personnel used to provide the Host Responsibilities

7.1 At all times, the Host Organisation shall ensure that:

- (a) each of the Host Organisation Personnel is suitably qualified and experienced, adequately trained and capable of providing performing any requirements set out in the Host Responsibilities in accordance with Schedule 1;
- (b) there is an adequate number of Host Organisation Personnel to provide the perform any requirements set out in Schedule 1;
- (c) only those people who are authorised by the Host Organisation (under the authorisation procedure to be agreed between the parties) are involved in performing the Host Responsibilities; and
- (d) all of the Host Organisation Personnel comply with the Host Organisation's own policies as required and in accordance with Good Industry Practice.
- (e) all Host Organisation Personnel understand and have received appropriate training in respect of providing services within a health service environment and shall:
 - (i) observe the highest standards of hygiene, customer/patient care, courtesy and consideration; and
 - (ii) keep Confidential Information howsoever acquired relating to NWSSP, HEIW, the Trainee and or patients including but not limited to patient identity, clinical concerns and treatment, confidential and comply with the provisions of clause 14.

7.2 Insofar as it relates to the performance of the Host Responsibilities the Host Organisation shall replace any of the Host Organisation Personnel who NWSSP

reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Host Organisation Personnel for any reason, the Host Organisation shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Host Responsibilities.

- 7.3 The Host Organisation shall maintain up-to-date personnel records on the Host Organisation Personnel engaged in the performance of the Host Responsibilities and shall provide information to NWSSP as NWSSP reasonably requests of the Host Organisation Personnel. The Host Organisation shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.
- 7.4 The Host Organisation shall use its reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the performance of the Host Responsibilities is at least as good as the prevailing industry norm for similar services, locations and environments.

Contract management

8. Meetings

- 8.1 The Authorised Representatives shall meet in accordance with any requirements set out in Schedule 1.

9. Monitoring

- 9.1 NWSSP may monitor the performance of the Host Responsibilities by the Host Organisation as set out in the Schedule 1.
- 9.2 The Host Organisation shall co-operate, and shall procure that any Host Organisation Personnel co-operate, with NWSSP in carrying out the monitoring referred to in clause 9.1 at no additional charge to NWSSP.

Dispute Resolution

- 10.1 The Parties shall each appoint a person to be the Accountable Officer who shall be the duly authorised representative of that Party for all purposes relating to this Agreement.
- 10.2 In the event that a Party intends to replace its Accountable Officer it shall give the other Party 14 days' notice in writing of such intention.

- 10.3 The Parties shall ensure that there is efficient and timely communication between them on all aspects of the Agreement and will secure the attendance and effective participation of their respective Accountable Officers at project meetings.
- 10.4 The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiation between the Accountable Officers.
- 10.5 Where such a dispute cannot be resolved between the Accountable Officers or their representatives, it shall be referred to NWSSP's Managing Director and the LHB/NHS Trust's Representative.
- 10.6 Where such a dispute cannot be resolved between NWSSP's Managing Director and the LHB/Trust's Representative or their representatives, it shall be referred to the NWSSP Dispute Resolution Procedure.
- 10.7 If the Parties are unable to resolve such dispute within 28 days of any such referral then either Party may refer the matter to mediation in accordance with the NWSSP Dispute Resolution Procedure.

Liability

11. Indemnities

Host Organisation

- 11.1 Subject to clause 11.2, the Host Organisation shall indemnify and keep indemnified NWSSP against all liabilities, costs, expenses, damages and losses incurred by NWSSP arising out of or in connection with:
 - (a) the Host Organisation's breach or negligent performance or non-performance of this Agreement;
 - (b) any claim made against NWSSP arising out of or in connection with performance of Host Responsibilities, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Host Organisation or Host Organisation Personnel;
 - (c) the enforcement of this Agreement.
- 11.2 The indemnity under clause 11.2 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by NWSSP are directly caused (or directly arise) from the negligence or breach of this Agreement by NWSSP or its Representatives.

NWSSP

- 11.3 Subject to clause 11.4, NWSSP shall indemnify and keep indemnified the Host Organisation against all liabilities, costs, expenses, damages and losses incurred by the Host Organisation arising out of or in connection with:
- (a) NWSSP's breach or negligent performance or non-performance of this Agreement;
 - (b) any claim made against the Host Organisation arising out of or in connection with performance of NWSSP Responsibilities, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by NWSSP or NWSSP Personnel;
 - (c) the enforcement of this Agreement.
- 11.4 The indemnity under clause 11.3 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the Host Organisation are directly caused (or directly arise) from the negligence or breach of this Agreement by the Host Organisation or its Representatives.
- 11.5 Neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement.
- 11.6 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this Agreement, including any losses for which the relevant party is entitled to bring a claim against the other party pursuant to the indemnities in this Agreement.
- 11.7 Notwithstanding any other provision of this Agreement neither party limits or excludes its liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);
 - (c) breach of any obligation as to title implied by statute; or
 - (d) any other liability for which may not be limited under any applicable law.

Indemnity Schemes & Risk Pooling**11.8 GMPI**

Where a clinical negligence claim is brought in respect of the actions of a trainee undertaking NHS primary medical services, it is anticipated that the

Scheme for General Medical Practice Indemnity (GMPI) will apply. No excess payment is required by the Welsh Risk Pool as part of this scheme.

GMPI is a discretionary scheme and may not be applicable if the scheme leadership team determine a case not to be suitable for indemnity or if a primary care practice is not a member of the scheme.

If the primary care practice where the trainee is placed is not a member of the GMPI scheme, determination of the necessary steps will be made through consultation between the parties – seeking advice from the Welsh Risk Pool as appropriate.

11.9 NHS Indemnity

For non-clinical negligence claims, such as those related to employment, management activity or personal injury, NHS Indemnity is applied by each parties to this agreement. This enables each party to use allocated funds to cover losses and special payments incurred in respect of claims. The parties are prevented from purchasing commercial insurance to cover their activities in relation to this agreement.

11.10 Welsh Risk Pool

All parties to this agreement are members of the Welsh Risk Pool, which is a mutual scheme designed to limit the effects of catastrophic losses which may otherwise be incurred by organisations.

An excess payment is required from organisations who request reimbursement of a claim from the Welsh Risk Pool through the application of NHS Indemnity. This is currently £25k.

No excess payment applies to the reimbursement of claims through the GMPI Scheme.

11.11 Action in the event of a claim being brought

In the event of a claim being brought against any of the parties in respect of their responsibilities or activities covered by this agreement, it is important that the parties work in a collaborative way to reduce the overall costs to the public sector.

As soon as claim is brought or notified, the party receiving details of the claim will notify the other party(s)

The matter will be passed to the Legal & Risk Service for analysis of the relevant duty-holder, liability and any apportionment

Indemnity of the activities of a trainee

11.12 In accordance with the provisions of the all-Wales Policy on Indemnity & Insurance, it is generally accepted that the host organisation will be responsible for the management, conduct, payment and requesting reimbursement of a claim brought in respect of the activities of a trainee who is subject to this agreement

Where a Welsh Risk Pool excess applies, or a claim is not suitable for reimbursement from the Welsh Risk Pool, the Host Organisation shall indemnify and keep indemnified NWSSP and make the necessary payments for the conduct of the claim, including the WRP excess.

For the avoidance of doubt NWSSP will be responsible for the conduct, management and payments in respect of a claim which subject to clause 11.4

Information

12. Freedom of information

Each Party acknowledges that they are subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and, should the request relate to the Service, shall assist and co-operate with each other to enable the Party, by whom the request has been received, to comply with disclosure requirements under the FOIA.

13. Data Processing

- 13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 13, **Applicable Laws** means (for so long as and to the extent that they apply to the Host Organisation) the law of the European Union, the law of any member state of the European Union and/or Domestic UK law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, NWSSP is the Controller and the Host Organisation is the Processor. Schedule 4 sets out the scope, nature and purpose of processing by the Host Organisation, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 13.3 Without prejudice to the generality of clause 13.1, NWSSP will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Host Organisation for the duration and purposes of this Agreement.
- 13.4 Without prejudice to the generality of clause 13.1, the Host Organisation shall, in relation to any Personal Data processed in connection with the performance by the Host Organisation of its obligations under this Agreement:
- (a) process that Personal Data only on the documented written instructions of NWSSP which are set out in Schedule 4, unless the Host Organisation is

required by Applicable Laws to otherwise process that Personal Data. Where the Host Organisation is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Host Organisation shall promptly notify NWSSP of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Host Organisation from so notifying NWSSP;

- (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by NWSSP, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of NWSSP has been obtained and the following conditions are fulfilled:
 - (i) NWSSP or the Host Organisation has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Host Organisation complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Host Organisation complies with the reasonable instructions notified to it in advance by NWSSP with respect to the processing of the Personal Data;
- (d) notify NWSSP immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- (e) assist NWSSP in responding to any request from a Data Subject and in ensuring compliance with NWSSP's obligations under the Data Protection

Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (f) notify NWSSP without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Agreement;
 - (g) at the written direction of NWSSP, delete or return Personal Data and copies thereof to NWSSP on termination or expiry of the Agreement unless required by the Applicable Laws to store the Personal Data;
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by NWSSP or NWSSP's designated auditor pursuant to clause 14 and immediately inform NWSSP if, in the opinion of the Host Organisation, an instruction infringes the Data Protection Legislation.
- 13.5 The Host Organisation shall indemnify NWSSP against any losses, damages, cost or expenses incurred by NWSSP arising from, or in connection with, any breach of the Host Organisation's obligations under this clause 13.
- 13.6 Where the Host Organisation intends to engage a Sub-Contractor pursuant to clause 23 and intends for that Sub-Contractor to process any Personal Data relating to this Agreement, it shall:
- (a) notify NWSSP in writing of the intended processing by the Sub-Contractor;
 - (b) obtain prior written consent from NWSSP to the processing;
 - (c) enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 13.
- 13.7 Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this clause 13 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).
- 13.8 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

Confidential Information

- 14.1 The parties shall at all times keep confidential, and ensure that their employees and agents keep confidential, any information relating to the business and affairs of the other party. Neither party shall disclose any confidential information of the other party without the prior written consent of the other party.

14.2 This clause shall not apply to information which a party is required by law or by an order of the court to disclose.

14.3 The obligations of each party shall continue without limit in point of time but shall cease to apply to any information that is put into the public domain otherwise than by a party breaching its obligations.

15. Audit

15.1 The parties agree and warrant that the financial arrangements and related funding of both NWSSP and LHB/NHS Trust activity will be managed in a responsible and lawful manner and will be made the subject of each party's respective internal and external audit arrangements contained in NWSSP's and in the Host Organisation's Standing Orders/Financial Instructions.

15.2 The parties will implement any agreed recommendations made by any internal or external audit reports, as appropriate.

16. Intellectual property

16.1 In the absence of prior written agreement by NWSSP to the contrary, all Intellectual Property Rights created by the Host Organisation or Host Organisation Personnel:

- (a) in the course of performing the Host Responsibilities; or
 - (b) exclusively for the purpose of performing the Host Responsibilities,
- shall vest in NWSSP on creation.

16.2 The parties shall indemnify each other against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right, except to the extent that they have been caused by or contributed to by the indemnified party's acts or omissions.

Termination

17. Termination

17.1 NWSSP may terminate this Agreement in whole or part with immediate effect by the service of written notice on the Host Organisation in the following circumstances:

- (a) if the Host Organisation is in breach of any material obligation under this Agreement provided that if the breach is capable of remedy, NWSSP may only terminate this Agreement under this clause 17.1 if the Host Organisation has failed to remedy such breach within the time limit set out in the notice;
 - (b) if the Host Organisation is in breach of any material obligation under this Agreement which is not capable of remedy.
 - (c) any action by the Host Organisation, whether in relation to the Host Responsibilities and this Agreement or otherwise, which in the reasonable opinion of NWSSP's Authorised Representative has or may cause significant harm to the reputation of NWSSP;
 - (d) the Host Organisation repeatedly breaching any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - (g) if the Training Placement Agreement is terminated;
 - (h) if the Contract of Employment is terminated;
 - (i) if regulatory approval of the Host Organisation to operate is withdrawn to include but not limited to withdrawal of approval from HIW and or the GPhC, GDC or GMC.
- 17.2 NWSSP may terminate this Agreement in accordance with the provisions of clause 17 and clause 18.
- 17.3 If this Agreement is terminated by NWSSP pursuant to this clause 17, such termination shall be at no loss or cost to NWSSP and the Host Organisation hereby indemnifies NWSSP against any such losses or costs which NWSSP may suffer as a result of any such termination.
- 18. Termination on notice**
- Without affecting any other right or remedy available to it, NWSSP may terminate this Agreement at any time by giving one months' written notice to the Host Organisation.
- 19. Consequences of termination or expiry**
- 19.1 On the expiry of the Term or if this Agreement is terminated in whole or in part for any reason, the Host Organisation shall co-operate fully with NWSSP to ensure an orderly migration of the Host Responsibilities to NWSSP or, at NWSSP's request, a Replacement Host Organisation.
- 19.2 On termination or expiry of this Agreement the Host Organisation shall procure that all data and other material belonging to NWSSP (and all media of any nature containing information and data belonging to NWSSP or relating to the Host

Responsibilities), shall be delivered to NWSSP forthwith and the Host Organisation Authorised Representative shall certify full compliance with this clause.

- 19.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue force on or after termination or expiry, clause 11 (Indemnities), clause 12 (Freedom of Information), clause 13 (Data Protection), clause 14 (Confidentiality), clause 15 (Audit), clause 17 (Termination for Breach) and this clause 19 (Consequences of termination), shall remain in full force and effect.
- 19.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the Termination Date.

20. Force majeure

- 20.1 Provided it has complied with the remaining provisions of this Clause 20, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.
- 20.2 The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.
- 20.3 The Affected Party shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event but not later than 30 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
 - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event.
- 20.4 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Host Organisation cannot claim relief if the Force Majeure Event is one which, in accordance with Good Industry Practice, the Host Organisation should have foreseen and provided for the cause in question.
- 20.5 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

- 20.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving 1 weeks' notice to the Affected Party.

21. Prevention of bribery and other illegal acts

- 21.1 The Host Organisation represents and warrants that neither it, nor any Host Organisation Personnel:

- (a) has committed a Prohibited Act;
- (b) to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
- (c) has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

- 21.2 The Host Organisation shall promptly notify NWSSP if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 21.1 at the relevant time.

- 21.3 The Host Organisation shall (and where applicable shall procure that its Host Organisation Personnel shall) during the Term:

- (a) not commit a Prohibited Act; and/or
- (b) not do or omit to do anything that would cause NWSSP or any of NWSSP 's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- (c) have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
- (d) notify NWSSP (in writing) if it becomes aware of any breach of clause 21.3 (a) or clause 21.3 (b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this Agreement.

- 21.4 The Host Organisation shall maintain appropriate and up to date records showing all payments made by the Host Organisation in connection with this Agreement and the steps taken to comply with its obligations under clause 21.3.

- 21.5 The Host Organisation shall allow NWSSP and its third party representatives to audit any of the Host Organisation's records and any other relevant documentation in accordance with clause 15.

- 21.6 If the Host Organisation is in Default under this clause 21 NWSSP may by notice:
- (a) require the Host Organisation to remove from performance of this Agreement any Host Organisation Personnel whose acts or omissions have caused the Default; or
 - (b) immediately terminate this Agreement.
- 21.7 Any notice served by NWSSP under clause 21.6 shall specify the nature of the Prohibited Act, the identity of the Party who NWSSP believes has committed the Prohibited Act and the action that NWSSP has elected to take (including, where relevant, the date on which this Agreement shall terminate).

22. Equality and Non-discrimination

- 22.1 The Host Organisation shall comply with the Equality Act 2010 ("2010 Act") and any other applicable equality legislation and all guidance issued by Welsh Government.
- 22.2 The Host Organisation acknowledges and agrees that NWSSP is subject to the public sector equality duty set out in section 149 of the 2010 Act.
- 22.3 The Host Organisation must, in respect of its performance of this Agreement, comply with section 149 of the 2010 Act and warrants and undertakes to have due regard in its performance of this Agreement to:
- (a) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by the 2010 Act;
 - (b) advance equality of opportunity between persons who share a relevant protected characteristic (as defined in the 2010 Act) and persons who do not share it;
 - (c) foster good relations between persons who share a relevant protected characteristic (as defined in the 2010 Act) and persons who do not share it;
 - (d) and for the avoidance of doubt this obligation shall apply irrespective of whether the Host Organisation is a public authority for the purposes of such section.
- 22.4 Without prejudice to Clause 22.3 the Host Organisation shall:
- (a) comply with NWSSP's instructions and directions and any Policies and codes of practice issued by it from time to time in relation to the 2010 Act; and
 - (b) promptly notify and keep NWSSP informed (with full supporting details if requested) of all complaints and investigations in relation to the 2010 Act.
- 22.5 The Host Organisation shall provide to NWSSP such information as NWSSP may reasonably require to:
- (a) monitor the equity of access to the services; and
 - (b) fulfil its obligations under legislation (including any sub-ordinate legislation); and
 - (c) monitor equality of opportunity in employment.

- 22.6 NWSSP and the Host Organisation shall each undertake Equality Impact Assessments in accordance with the legislation (including any sub-ordinate legislation).
- 22.7 The Host Organisation shall notify NWSSP immediately of any investigation of or proceedings against the Host Organisation under the 2010 Act and shall cooperate fully and promptly with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.
- 22.8 The Host Organisation shall indemnify NWSSP against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by NWSSP arising out of or in connection with any investigation conducted or any proceedings brought under the 2010 Act due directly or indirectly to any act or omission by the Host Organisation, its agents, staffs or sub-contractors.
- 22.9 The Host Organisation shall impose on any sub-contractor obligations substantially similar to those imposed on the Host Organisation by this Clause 22.

23. Sub-Contracting and assignment

Neither party shall assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other party.

General provisions

24. Welsh Language Provisions

The Host Organisation warrants and undertakes that it will not perform this Agreement in such a way as to render NWSSP in breach of its obligations in respect of the Welsh language including but not limited to its obligations under the Government of Wales Act 2006, the Welsh Language Act 1993 or the Welsh Language (Wales) Measure 2011.

25. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

26. Rights and remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

27. Severability

- 27.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 27.2 If any provision or part-provision of this Agreement is deemed deleted under clause 27.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

28. Partnership or agency

- 28.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 28.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person save where this Agreement expressly states otherwise.

29. Third party rights

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

30. Publicity

The Host Organisation shall not:

- (a) make any press announcements or publicise this Agreement or its contents in any way; or
- (b) use NWSSP 's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of NWSSP.

31. Notices

- 31.1 Any notice given to a party under or in connection with this Agreement shall be in writing marked for the attention of the party's Authorised Representative and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to the address specified in Schedule 5.

- 31.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.
 - (c) if sent by email (save NWSSP shall not accept service of court proceedings by email), at the time of transmission, or if this time falls outside Working Hours in the place of receipt, when Working Hours resume. In this clause 31.2(c) Working Hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 31.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

32. Entire agreement

- 32.1 This Agreement and the documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 32.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

33. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

34. Wellbeing of Future Generations (Wales) Act 2015

The Host Organisation shall assist NWSSP to meet its obligations under the Well-being of Future Generations (Wales) Act 2015 when performing the Host Responsibilities under the Agreement. Such assistance under this clause shall include providing NWSSP with information required to meet it or their annual reporting requirements under the Well-being of Future Generations (Wales) Act 2015.

35. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, as it applies in Wales.

36. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

SPECIFICATION

Introduction

Health Education & Improvement Wales (HEIW) is responsible for the training of approximately 2500 doctors and dentists in a variety of specialties across Wales. Training programmes often require trainees to rotate from one Health Board/NHS Trust to another organisation as frequently as every three months.

Theme six of the Together we Care framework (2017) set as a short term aim for the exploration of the potential to implement a single employer for trainee doctors and dentists in Wales by 2019. The HEIW annual plan 2019-20 includes a commitment to scoping options and implementation of single lead employer for all remaining trainees in Wales.

It was agreed in Autumn 2019 that NWSSP would expand its current role as the Single lead Employer for Speciality General Practitioner trainees to include Foundation Dentists, Pre-registration Pharmacists and Foundation, Core and Specialty Trainees not covered by Single Lead Employment arrangements. Schedule one below details of the key roles and responsibilities of the various parties subject to this Agreement.

A) OBLIGATIONS OF NWSSP

NWSSP will ensure that:

- A) The Foundation, Core and Specialty Medical contracts of employment comply and accord with the National Health Service Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service (England and Wales) Terms and Conditions of Service;
- B) The Core and Specialty Dentists contracts of employment (Secondary Care) comply and accord with the National Health Service Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service (England and Wales) Terms and Conditions of Service respectively;
- C) The Foundation Dentist and Core Community Dental Trainees' comply with the Community Dental Pay, Terms and Conditions of Employment as applicable or any forthcoming nationally agreed terms and conditions of employment for trainees.
- D) The Pre-registration Pharmacist's contract of employment comply and accord with the Agenda for Change pay, terms and conditions of employment.

Prior to a formal offer of employment, the Trainee will have to satisfy NWSSP of a number of matters and NWSSP are required to do a number of checks as detailed below:

On boarding Checks and Salary

- Carry out pre-employment checks (on boarding) and ensure they comply with NHS Employment Checks standards. Confirm to host organisations that all these checks have been completed satisfactorily.
- Issue all new starter documentation in line with HEIW code of practice.
- Ensure full details of previous employment is collected from former employers and when returned, establish the correct salary, taking into consideration pay protection issues.
- Implement (where applicable) the salary bandings for Doctors or Dentists in Training on call commitments in liaison with the Host Organisation (Health Boards)

Induction and Mandatory Training

- Work with Host Organisations to streamline induction process for Pre-registration Pharmacists, Doctors or Dentists in Training in through economies of scale.
- NWSSP will provide access to all NWSSP mandatory training requirements for the Pre-registration Pharmacists, Doctors or Dentists in Training via an individual ESR link <https://my.esr.nhs.uk/dashboard/web/velindre-nhs-trust>)

This will include but not limited to all those listed. For the avoidance of doubt this shall not include any clinical training.

- Fire Safety Level 1
- Manual Handling Level 1
- Health & Safety Level 1
- Information Governance Level 1
- Violence and Aggression Module A
- Treat Me Fairly Level 1
- Safeguarding Children Level 1
- Infection Control Level 1
- Safeguarding Adults Level 1
- Resuscitation Level 1

Occupational Health Services

- Ensure that initial pre-employment health screening is undertaken and where necessary, further screening and vaccinations completed.
- Provide access to occupational health self-referrals and management referrals for Pre-registration Pharmacists, Doctors or Dentists in Training during their employment with the lead employer. This should include access to counselling and employee wellbeing programmes.

- Work in partnership with the Professional Support Unit (HEIW) to ensure that appropriate and timely support can be offered to Doctors or Dentists in Training.
- Ensure Pre-registration Pharmacists, Doctors or Dentists in Training have access to NWSSP's Health and Wellbeing Facilities.

Resignations

- Accept and acknowledge resignations from Pre-registration Pharmacists, Doctors or Dentists in Training in writing.
- Liaise with Host Organisations with regards to the period of notice to be served for early resignations and inform HEIW of the resignations and the periods of notice to be served in terms of managing the programme.
- Calculate any annual leave entitlements that Pre-registration Pharmacists, Doctors or Dentists in Training may have outstanding on termination and liaise with payroll to ensure that correct payments are made.
- Send a copy of any resignation letters and the acknowledgments to HEIW and Host Organisation.
- Ensure the Pre-registration Pharmacists, Doctors or Dentists in Training records are updated on ESR and terminations are processed in a timely manner.

Management of Attendance

- Liaise with and keep HEIW and the Host Organisation informed of the management of long-term sickness absence in accordance with the appropriate NHS Wales policy and advice from the occupational health service. This will enable HEIW to maintain records, manage, and if necessary, extend the training period to ensure the appropriate period of training has been undertaken.
- Liaise with HEIW and the Host Organisation with regard to what action, if any, is to be taken in relation to the Pre-registration Pharmacist, Doctor or Dentist in Training who have been on sick leave for two weeks or more.
- Liaise with HEIW and the Host Organisation in circumstances where the Pre-registration Pharmacist, Doctor or Dentist in Training may require reasonable adjustments for illness of disability as per the Equality Act 2010.

Parental, Shared Parental, Maternity, Adoption and Family Leave

- Inform the Host Organisation of any requests for Parental, Shared Parental, Maternity Adoption and Family Leave from the Pre-registration Pharmacist or Doctor or Dentist in Training.
- Process all requests for parental, adoption or family leave in accordance with the relevant policy.

- Notify the Host organisation and HEIW of any request made by a Pre-registration Pharmacist, Doctor or Dentist in Training so that the impact on training can be considered.
- Advise HEIW of any implications that have arisen from the Host Organisation undertaking the expectant mothers risk assessment.
- Notify the Host Organisation and HEIW of any changes to the return date for Pre-registration Pharmacist, Doctor or Dentist in Training.

Less than Full Time Working/Training

- Once a less than full time working/training request has been agreed by all parties, the Employing Organisation will issue an amendment to the contract of employment and payroll amendment.

Annual Leave

- Calculating and confirming annual leave entitlements with Pre-Registration Pharmacists or Doctors/Dentists in Training and their Host Organisations.
- Maintaining annual leave records by utilising the appropriate database (Intrepid/ESR) and ensuring annual leave entitlements are not exceeded.

Workforce Management

- Provide advice on all queries related to the Pre-registration Pharmacists, Doctors/Dentists in Training terms and conditions of service and contract enquiries in accordance with the relevant policy.
- Provide senior level workforce management support and guidance for all operational and complex workforce management issues. Advise Pre-registration Pharmacists, Doctors/Dentists in Training, Host Organisations and HEIW on relevant employment policies including All Wales NHS Policies and Procedures, Upholding Professional Standards (Wales).
- Ensure HEIW is informed of any investigations, undertaken as part of an All Wales Employment Policy/Procedure, Upholding Professional Standards in Wales (UPSW), significant incidents, or concerns involving a Pre-registration Pharmacist, Doctor or Dentist in Training.
- Confirm with Host Organisations and HEIW the arrangements to be applied in relation to the application of All Wales NHS Policies and procedures including UPSW.
- Provide advice and support to HEIW in circumstances where there is consideration to the termination of the employment of a Pre-registration Pharmacist, Doctor or Dentist in Training from a training programme.

Administrative Functions

- Providing bank and building societies with financial references following approval by the Pre-registration Pharmacist, Doctor or Dentist in Training.
- Maintain the Employing Organisation's Lead Employer web page to ensure it is up to date and informative for all users Pre-registration Pharmacists, Doctors/Dentists in Training, Host Organisations, and HEIW.

Payroll Administration

- Upon receipt of new starter details, the Employing Organisation will set up new starter records on ESR and where applicable by interfacing with the HEIW intrepid system. Information will also be inputted related to identity checks, occupation health, information screening outcomes, DBS outcome, immigration etc.
- Pay Pre-registration Pharmacists, Doctors/Dentists in Training in line with terms and conditions of service including appropriate banding.
- Update employment records for Pre-registration Pharmacists, Doctor or Dentists in Training as necessary e.g. employee and contractual changes, allowances and deductions, temporary variations to pay and overpayment and underpayments via ESR.
- Manage salary sacrifice deductions such as child care vouchers etc.
- Set up and maintain pay protection for Pre-registration Pharmacists, Doctors/Dentists in Training where necessary.
- Preserve historical records of Pre-registration Pharmacists, Doctors/Dentists in Training who have left in line with workforce/payroll department timescales and according to statutory requirements.
- Operate payroll deductions in accordance with HMRC and NHS Pensions.
- Make payments to Pre-registration Pharmacists, Doctors/Dentists in Training bank accounts and provide payslips via ESR.
- Maintain sickness records and ensure all payments are in accordance with occupational and statutory sick rules.
- Maintain necessary maternity pay records to ensure compliance with occupational and statutory maternity pay scheme rules.
- Maintain required records of any necessary unpaid leave.
- Calculate industrial injury payments as necessary.
- Calculate and recover any overpayments as necessary.
- Inflating basic pay records for incremental progression and pay awards including the calculation of arrears
- Provide Pre-registration Pharmacists, Doctors/Dentists in Training with an annual P60 form (and P11d where applicable) in accordance with HMRC regulations.
- Ensure all terms and conditions of service are adhered to in the maintenance of Pre-registration Pharmacists, Doctors/Dentists in Training records and payment of salaries.

- Update tax codes for Doctors in Training on receipt of notified changes from HMRC.
- Complete a P45 for leavers and make available on ESR with final payslip.
- Notify HMRC of appropriate amounts of tax and NI after each monthly payment is made.
- Make arrangements for the payment of tax and NI on a monthly basis in accordance with HMRC timescales.
- Provide other NHS organisations with a service history for Doctors in Training who have taken up a new NHS post.
- Calculate and pay expense claims with salary payment.
- Check expense claims include appropriate sign off from authorised officers at each Host Organisation.
- Manage relocation expenses where Doctors/Dentists in Training are entitled to a relocation allowance.
- Advise on reimbursement of expenses for Pre-registration Pharmacists, Doctors/Dentists in Training (excluding study leave).
- Provide pension services to include
 - Enrol Pre-registration Pharmacists, Doctors/Dentists in Training into the NHS pension scheme on appointment
 - Issue NHS pension scheme booklet
 - Maintain pension records for all Pre-registration Pharmacists, Doctors/Dentists in Training
 - Provide regular updates to the NHS Pensions agency of any change of pension circumstances.
 - Provide estimates to on request.
 - Provide necessary information to Pre-registration Pharmacists, Doctors/Dentists in Training about any changes to the scheme.
 - Make appropriate deduction of existing added years contracts.
 - Provide members with information on ways to increase NHS pension benefits. Set up necessary deductions from payroll.
 - Provide Pre-registration Pharmacists, Doctors/Dentists in Training with forms to enable them to transfer pensions from other schemes on request.
 - Respond to NHS pension agency in all matters in respect of Pre-registration Pharmacists, Doctors/Dentists in Training
 - In the event of a death of a Pre-registration Pharmacist, Doctor or Dentist in Training correspond with the next of kin or solicitor to ensure pension entitlement forms are completed and identify any balance of salary due.
 - Make arrangements for the pay over of pension contributions on a monthly basis to the NHS pensions agency.

Payment Mechanism/Financial Arrangements

- Invoices will be raised monthly in arrears to recover the actual pay and non pay costs incurred under the SLE model.
- The SLE is being established using an automated recharge solution for pay and non pay costs. Cost centres for the new SLE will be set up with both NWSSP and host organisation details, which will enable this information to be split in the NWSSP ESR hub so that each host organisation receives a monthly pay feed populated with their organisation specific cost centres to be uploaded to the general ledger. Controls will be initiated to ensure reconciliations of pay feed totals between NWSSP and the host organisations each month.

Monthly invoices will be raised for the actual pay and non pay costs incurred that will reconcile to the pay feed control totals agreed

B) Obligations of the Host Organisation (HEALTH BOARD)

The LHB/NHS Trusts will fully discharge its obligations (detailed below) under this Agreement and under HEIW's agreements with the LHB/NHS Trusts for

Specialty Training Registrar (StR)

Speciality General Practice Training Registrars

Pre-registration Pharmacists

Foundation Doctors

Foundation Dentist

Core Medical Trainees

Core Dental Trainees (Dentists enrolled on fixed term Dental Training Programmes)

Placement Management

- Provision of a safe working and training environment for Pre-registration Pharmacists, Doctors/Dentists in Training including the implementation of, and fulfilling the principles of the agreed Fatigue and Facilities Charter for medical staff.
- Ensure that all local policies and procedures applicable to Pre-registration Pharmacists, Doctors/Dentists in Training whilst working in a placement are fair and reasonable.

- The Host Organisation will ensure policies are in place to ensure that its employees, workers, agents and sub-contractors do not unlawfully discriminate, bully, undermine or harass Pre-registration Pharmacists, Doctors/Dentists in Training. Where this occurs, it is the responsibility of the Host Organisation to investigate the concerns raised and feedback the findings to HEIW and the Employing organisation.
- The Host organisation will ensure that it has a health and safety policy which sets out its responsibilities under current Health and Safety Legislation;
- The Host organisation will carry out a risk assessment and provide all Personal Protective Equipment for the Pre-registration Pharmacist, Doctor or Dentist in Training and ensure that the PPE complies with current government and public health guidelines and any requirements to ensure that a Pre-registration Pharmacists, Doctors/Dentists in Training with protected characteristics can safely practice
- Provide Pre-registration Pharmacists, Doctors/Dentists in Training with a Hospital and Departmental induction
- Ensure Pre-registration Pharmacists, Doctors/Dentists in Training are issued with rotas, which meet the requirements of the 'New Deal' and the Working Time Regulations.
- Ensure mechanisms are in place for Pre-registration Pharmacists, Doctors/Dentists in Training to monitor and confirm that the hours of work for meet Working Time Regulations.
- Provide Pre-registration Pharmacists, Doctors/Dentists in Training with details of their working hours /rotas 8 weeks prior to their start date in accordance with the Code of Practice requirements. ***Note. Where this has been delayed because of late notification of the details of the Trainees, within 7 days of receipt of the details of the Pre-registration Pharmacists, Doctors/Dentists in Training***
- Provide support to the Pre-registration Pharmacist, Doctor or Dentist in Training whilst on rotational placement
- Ensure that the Pre-registration Pharmacist, Doctor or Dentist in Training is not required to do anything that does or could jeopardise/ breach their employment contract.
- If a resignation is submitted to Host Organisation forwarded to the Employing Organisation.

Management of Attendance

- Ensure mechanisms are in place for Pre-registration Pharmacists, Doctors/Dentists in Training to report sickness absence.
- Ensure mechanisms are in place that sickness absence is reported to the Employing Organisation by the 5th day of the following month via the completion of attendance return.

Study leave

- Receive and process Pre-registration Pharmacists, Doctors/Dentists in Training requests for study leave approving both requests for time away from the workplace and processing study leave claim forms in accordance with HEIW study leave policy.
- Authorise payment of appropriate expenses in accordance with the HEIW study leave policy.

Educational Management and Governance

- Ensure each Pre-registration Pharmacist, Doctor or Dentist in Training is allocated an Educational Supervisors and Named Clinical supervisors in line with GMC/GDC/GPhC requirements.
- Ensure that the Host Organisations responsibilities set out in the respective training agreements are complied with and delivered to Pre-registration Pharmacists, Doctor or Dentist in Training.
- Ensure compliance with the Expectations agreement.

Data and information sharing

- Provide the Employing organisation with such information and assistance as it may reasonably require carrying out its obligations as the employer of Pre-registration Pharmacists, Doctors/Dentists in Training and ensure that such information is accurate.
- To provide the Employing Organisation with details of banding arrangements (where applicable) for particular placements to enable the Employing Organisation to complete payroll information.
- To ensure that the Employing Organisation can discharge its responsibilities by ensuring concerns raised about a Pre-registration Pharmacist, Doctor or Dentist in Training which might be relevant to their fitness to practice are brought to the attention of all parties and managed in accordance with the relevant All Wales Policy
- To ensure that HEIW can discharge its responsibilities under the Responsible Officer regulations by ensuring concerns raised about a the performance of a Doctor or Dentist in Training which might be relevant to their fitness to practice are brought to the attention of all parties and managed in accordance with Upholding Professional Standards in Wales;
- Have a GMC/GDC/GPhC registered and licensed doctor, dentist, Pharmacist who, in conjunction with the Lead Employer Workforce Function can take responsibility for any investigation or disciplinary procedures involving Pre-registration Pharmacist, Doctor or Dentist in Training on behalf of the Employing Organisation and who can liaise with HEIW regarding any fitness to practice and/or revalidation issues that might need consideration for referral to the relevant regulatory body.

- To forward any resignations, absences and approved requests for study and professional leave to the Employing Organisation.

Workforce Management.

- Provide expert workforce advice and support in line with the requirements laid out in any All Wales Policies and Procedures and as agreed with NWSSP and HEIW as part of the tripartite agreement.
- Ensure NWSSP and HEIW are informed of any investigations, undertaken as part of 'Upholding Professional Standards in Wales', significant incidents, or concerns involving Doctors/Dentists in Training.
- Confirm with NWSSP and HEIW the arrangements to be applied in relation to the application of All Wales NHS Policies and procedures including UPSW.

Payment of invoices

- To provide a purchase order number to quote on recharge invoices and/or agree a timely manual authorisation of invoices process.
- To agree to pay SLE recharge invoices on immediate payment terms in order to support the cashflow management within Velindre University NHS Trust.

EXCLUSIONS

The following services will be provided by HEIW

- Rotation planning
- National recruitment and selection assessment centers
- Educational assessment
- Training design development and delivery
- Faculty development
- Career advice
- Professional support that relates specifically to educational needs
- Management of study leave

These responsibilities are outlined in further detail in the agreement between NWSSP and HEIW.

CONTRACT LEAD EMPLOYER CONTACT DETAILS

For NWSSP:

Workforce management:

[]

For the Host:

[]

Name:

Title:

Address:

Tel:

DRAFT

SCHEDULE 2

CONDITIONS PRECEDENT

1. It shall be a condition precedent to commencement of the delivery of the Host Responsibilities that:
 - (a) all pre-employment checks have been completed. Such checks shall be carried out by the Single Lead Employer once in receipt of required information from the Trainee. NWSSP shall be responsible for carrying out such checks and once completed and deemed satisfactory NWSSP shall communicate to the Host Organisation that such checks have been completed and delivery of the Host Responsibilities may commence; and
 - (b) the Trainee has registered with the General Pharmaceutical Council, the General Dental Council or the General Medical Council. The Trainee shall be responsible for registering with either the General Pharmaceutical Council, the General Dental Council or the General Medical Council and shall provide evidence of this registration to the Host Organisation. Once confirmation is received delivery of the Host Responsibilities may commence.

SCHEDULE 3

TRAINEE PERSONAL DETAILS

Name

Address

DRAFT

Schedule 4

Data Processing

Processing by the Host Organisation

1. Scope

The scope shall outline the processing of data by Host Organisation during the Training Programme. The scope of Processing by the Host Organisation is in accordance with the Training Placement Agreement between HEIW and the Host Organisation. The Host Organisation shall provide information and cooperate with NWSSP in hosting the Pre-registration Pharmacist, Doctor or Dentist in Training. Thus the scope outlines the Management Arrangements between NHS Wales Shared Services Partnership (NWSSP) and Host Organisations as part of the expansion of the NWSSP Single Lead Employer (SLE) Function. The functions and roles of each are detailed in Schedule 1 above.

1.1 Nature

The Nature of Processing in accordance to Data Protection legislation will include collection, recording, structuring, modification, storage, retrieval, disclosure, dissemination, comparison, restriction, erasure, destruction and communication.

1.2 Purpose of processing

Personal data processing and the responsibilities have been outlined in Schedule 1 above and those within Data Protection Legislation for this agreement will include:

Payroll

Staff Administration

Management of personnel

Occupational risk management

Education

Employee Monitoring

Administrative and fiscal management

Reimbursement of costs

Recruitment and selection

1.3 Duration of processing

Any processing shall take effect on the Commencement Date, notwithstanding the date this Agreement is executed by the parties.

The Host Organisation may only commence processing in line with the Host Responsibilities under this Agreement when (1) the Conditions Precedent have been satisfied and (2) the Contract of Employment has been entered into in respect of such Host Responsibilities.

The processing, and therefore, this Agreement shall (unless it is terminated in accordance with the terms of this Agreement or is otherwise lawfully terminated) terminate at the end of the Term.

1. Types of Personal Data

The types of personal data to be utilised for the processes within this agreement will only be used for the purposes described in Schedule 1 above.

Under Article 6 of the General Data Protection Regulation the legal basis for processing personal data in line with this agreement would be:

- (a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
- (b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;
- (c) processing is necessary for compliance with a legal obligation to which the controller is subject;
- (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- (f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party.

In regards to the processing of sensitive data categories, Article 9 conditions apply:

- (a) the data subject has given explicit consent to the processing of those personal data for one or more specified purposes;
- (b) processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject;
- (h) processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law or pursuant to contract with a health professional.

However, the Host Organisation will need to consider the legal bases for processing and satisfy themselves that the use of personal and sensitive personal data for the

purposes and responsibilities highlighted in Schedule 1 and this agreement are compatible.

2. Categories of Data Subject

Data Subjects under Data Protection Legislation means ‘an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier’.

Data Subjects in the context of this agreement could include:

- Current personnel
- Potential personnel (job applicants)
- Former personnel
- Contractors/consultants/freelancers
- Temporary agency workers
- Students
- Directors
- Employees’ family members
- Public officers

Processing by NWSSP

1. Scope

The scope covers the processing activities by NHS Wales Shared Services Partnership (NWSSP) whereas the organisation shall employ and provide employment services to the Pre-registration Pharmacist, Dentist/Doctor in Training and where the Host Organisation shall provide information and cooperation with NWSSP in the hosting of the Pre-registration Pharmacist, Dentist/Doctor in Training. Thus the scope outlines the Management Arrangements between NHS Wales Shared Services Partnership (NWSSP) and Host Organisations as part of the expansion of the NWSSP Single Lead Employer (SLE) Function. The roles and functions of each organisation are highlighted above in Schedule 1.

1.1 Nature

The Nature of Processing in accordance to Data Protection legislation will include collection, recording, structuring, modification, storage, retrieval, disclosure, dissemination, comparison, restriction, erasure, destruction and communication.

1.2 Purpose of processing

Personal data processing and the responsibilities have been outlined in Schedule 1 above and those within Data Protection Legislation for this agreement will include:

- Payroll
- Staff Administration

Management of personnel

Education

Employee Monitoring

Administrative and fiscal management

Reimbursement of costs

Recruitment and selection

1.3 Duration of processing

Any processing shall take effect on the Commencement Date, notwithstanding the date this Agreement is executed by the parties.

The Host Organisation may only commence processing in line with the Host Responsibilities under this Agreement when (1) the Conditions Precedent have been satisfied and (2) the Contract of Employment has been entered into in respect of such Host Responsibilities.

The processing, and therefore, this Agreement shall (unless it is terminated in accordance with the terms of this Agreement or is otherwise lawfully terminated) terminate at the end of the Term.

1. Types of Personal Data

The types of personal data to be utilised for the processes within this agreement will only be used for the purposes described in Schedule 1.

Under Article 6 of the General Data Protection Regulation the legal basis for processing personal data in line with this agreement would be:

- (a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
- (b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;
- (c) processing is necessary for compliance with a legal obligation to which the controller is subject;
- (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- (f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party.

In regards to the processing of sensitive data categories, Article 9 conditions apply:

- (a) the data subject has given explicit consent to the processing of those personal data for one or more specified purposes;
- (b) processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject;
- (h) processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law or pursuant to contract with a health professional.

2. Categories of Data Subject

Data Subjects under Data Protection Legislation means 'an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier'.

Data Subjects in the context of this agreement could include:

Current personnel

Potential personnel (job applicants)

Former personnel

Contractors/consultants/freelancers

Temporary agency workers

Students

Directors

Schedule 5 Authorised Representatives

CONTRACT MANAGEMENT

1. AUTHORISED REPRESENTATIVES

- 1.1 NWSSP initial Authorised Representative: [INSERT DETAILS]
- 1.2 The Host Organisation initial Authorised Representative: [INSERT DETAILS]

DRAFT

DATED _____ **20**

EMPLOYMENT MANAGEMENT AGREEMENT

Velindre University NHS Trust (On behalf of NHS Wales Shared Services Partnership)

and

**The Host Organisation (Insert name of Community Pharmacy,
Pharmaceutical Company, GP Practice)**

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Schedules

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Schedule 5 Authorised Representatives

This Agreement is dated this day of 20

Parties

- (1) Velindre University NHS Trust (the Trust) acting through its statutory committee of NHS Wales Shared Services Partnership of 4-5 Charnwood Court, Heol Billingsley, Parc Nantgarw CF15 7QZ (**NWSSP**)
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Host Organisation**)

BACKGROUND

- (A) NHS Wales Shared Service Partnership (NWSSP) was established pursuant to the Velindre National Health Service Trust Shared Services Committee (Wales) Regulations 2012. NWSSP is responsible for exercising the Trust's functions in relation to shared services, policy and strategy and the management and provision of shared services to the health service in Wales.
- (B) The Health Education and Improvement Wales (Establishment and Constitution) Order 2017 sets out Health Education and Improvement Wales (HEIW) principal functions. HEIW must exercise their functions in relation to the planning, commissioning and delivery of education and training for persons in the provision of health services. Historically Pre-registration Pharmacists have been employed by Host Organisations who perform some of the training requirements with HEIW. To ensure consistency of standards and develop a Wales wide approach to pharmacist training it has been determined that all Pre-registration Pharmacists in Wales shall be employed by a single lead employer, NWSSP.
- (C) The Host Organisation is a Community Pharmacy/Pharmaceutical Company/General Practitioner (GP) Practice experienced in performing pharmacy services in a hospital or community setting community. Following a selection process HEIW has appointed the Host Organisation as the Approved Trainer authorised to train and support the Pre-registration Pharmacist. HEIW is satisfied that the Host Organisation has the relevant skills and facilities to be an Approved Trainer.
- (D) HEIW have requested that NWSSP become the Single Lead Employer and employ all Pre-registration Pharmacists in Wales. The success of the employment relationship is dependent on the cooperation of both the Host Organisation and HEIW, both of whom carry out duties to

ensure the Pre-registration Pharmacist is able to demonstrate completion of the Pharmacy Pre-registration Training Scheme and gain registration with the General Pharmaceutical Council. It is proposed this Agreement shall govern the relationship between NWSSP and the Host Organisation during the Pharmacy Pre-registration Training Scheme. This Agreement is required to be concluded in accordance with the Training Placement Agreement between HEIW and the Host Organisation. NWSSP shall employ and provide employment services to the Pre-registration Pharmacist and the Host Organisation shall provide information and cooperate with NWSSP in hosting the Pre-registration Pharmacist.

- (E) The parties intend this Agreement to be legally binding. In consideration for performing the obligations the Host Organisation shall receive payment from HEIW in accordance with the Training Placement Agreement and shall receive the benefit of the work completed by the Pre-registration Pharmacist during the Pharmacy Pre-registration Training Scheme. Receipt of which is hereby acknowledged, in return for such consideration the Host Organisation shall perform the obligations set out in this Agreement which will assist NWSSP to act as the Single Lead Employer.
- (G) In order to operate this Agreement and secure a Training Placement the Pre-registration Pharmacist shall be required to enter into:
 - i. a Contract of Employment with the Single Lead Employer whereby the Pre-registration Pharmacist shall work and receive training in consideration for a salary payment; and
 - ii. an Education Agreement with HEIW whereby the Pre-registration Pharmacist shall receive training in consideration of providing commitment to attend training and complete study as required.
- (H) This Agreement shall be concluded in accordance with the requirements of the Training Placement Agreement and sets out (amongst other things) the obligations and responsibilities of the Host Organisation to NWSSP to enable the employment of the Pre-registration Pharmacist and the obligations of NWSSP to the Host Organisation in managing the employment relations as set out in this Agreement.

It is the intention of the parties that this Agreement shall be legally binding.

Agreed terms

1. Definitions and Interpretation

1.1 The following definitions and rules of interpretation in this clause apply in this Agreement.

Approved Trainer: is a Pharmacist

- (a) who is registered with the General Pharmaceutical Council
- (b) who has been approved for a specified period, which has not elapsed, by HEIW as having the requisite skills and suitable facilities to enable him or her to act as a trainer;

Authorised Representatives: the persons respectively designated as such by NWSSP and the Host Organisation, the first such persons being set out in 0.

Bribery Act: the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Certificate of Completion: completion of the registration process.

Change: any change to this Agreement including any change to either the Host Responsibilities or the Employer Responsibilities.

Commencement Date: 3rd August 2020

Conditions Precedent: the conditions precedent to service delivery referred to in clause 2.2 and set out in Schedule 2.

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this Agreement, including but not limited to:

- a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, Host Organisations or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- b) any information developed by the parties in the course of carrying out this Agreement;
- c) Personal Data.

Contract of Employment: the legally binding terms and conditions of employment offered by NWSSP and accepted by the Pre-registration Pharmacist.

Contract Year: a period of 12 months, commencing on the Commencement Date.

Controller: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Data Subject: as defined in the Data Protection Legislation.

Pre-registration Pharmacist Training Scheme: the training scheme required by Welsh Government in exercise of its devolved duties for pharmacist training in Wales. The number of Pre-registration Pharmacists in any one year is directed by Welsh Government. Welsh Government are responsible for setting the policy and funding the scheme, such funds are passed to HEIW in order for them to fund Host Organisations and allocate training placements for Pre-registration Pharmacists.

Default: any breach of the obligations of the relevant party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence of statement:

- a) in the case of NWSSP, of its employees, servants, agents;
- b) in the case of the Host Organisation, of its Sub-contractors or any Host Organisation Personnel,

in connection with or in relation to this Agreement and in respect of which such party is liable to the other.

Default Notice: is defined in clause 5.4.

Dispute Resolution Procedure: the procedure set out in clause 19.

e-Portfolio: the online electronic application that records the training development plan which shall be visible and accessible by NWSSP and completed by the Pre-registration Pharmacist and the Educational Supervisor on behalf of the Host Organisation. This shall be used to monitor, develop and manage the training programme and development goals.

Educational Supervisor: the individual appointed to HEIW to oversee the training of the Pre-registration Pharmacist during their enrolment on the Pre-Foundation Pharmacist Training Programme.

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Employer Responsibilities: the obligations, responsibilities and tasks to be performed by or on behalf of NWSSP under this Agreement, as more particularly described in Schedule 1, (Employer Responsibilities).

Equipment: any equipment, resources or otherwise required to enable the Host Organisation to perform its obligations under this Agreement which shall include but not limited to pharmacy equipment, machinery and all required PPE which is maintained in accordance with manufacturers guidelines and is fit for the purpose intended in this Agreement.

Exit day: has the meaning set out in the European Union (Withdrawal) Act 2018.

Extension period: shall have the meaning given to it in clause 3.1.

FOIA: the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure: any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- f) collapse of buildings, fire, explosion or accident; and

- g) any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Host Organisation's workforce or the workforce of any Subcontractor of the Host Organisation).

GPhC: General Pharmaceutical Council: the statutory organisation established and the regulator for pharmacists, pharmacy technicians and registered pharmacies in Great Britain whose role is to protect, promote and maintain the health, safety and wellbeing of members of the public by upholding standards and public trust in pharmacy.

Good Industry Practice: using standards, practice, procedures and methods conforming with the Law and the General Pharmaceutical Council in the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Host Responsibilities under the same or similar circumstances as those applicable to this Agreement, including in accordance with any codes of practice published by relevant trade associations.

HIW: Health Inspectorate Wales: the independent inspectorate and regulator of health care in Wales that regulate and inspect NHS services and independent healthcare providers in Wales against a range of standards, policies, guidance and regulations to highlight areas requiring improvement.

Host Organisation Personnel: all employees to include staff, other workers, agents and consultants of the Host Organisation and of any Sub-Contractors who are engaged in the provision of the Host Responsibilities from time to time.

Host Responsibilities: the obligations, responsibilities and tasks to be performed by or on behalf of the Host Organisation under this Agreement, as more particularly described in Schedule 1, (Host Responsibilities).

Information: has the meaning given under section 84 of FOIA.

Initial Term: the period commencing on the Commencement Date and ending on the first anniversary of the Commencement Date.

Insolvency Event: where:

- a) the Host Organisation suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay

its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;

b) the Host Organisation commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Host Organisation with one or more other companies or the solvent reconstruction of that other party;

c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Host Organisation (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Host Organisation (being a company);

e) the holder of a qualifying floating charge over the assets of the Host Organisation (being a company) has become entitled to appoint or has appointed an administrative receiver;

f) a person becomes entitled to appoint a receiver over the assets of the Host Organisation or a receiver is appointed over the assets of the Host Organisation;

g) the Host Organisation (being an individual) is the subject of a bankruptcy petition or order;

h) a creditor or encumbrancer of the Host Organisation attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

i) any event occurs, or proceeding is taken, with respect to the Host Organisation in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive); or

- j) the Host Organisation suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- k) the Host Organisation (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Law: means any legal provision the Host Organisation must comply with including any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, whether in the UK or elsewhere.

Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Host Responsibilities including without limitation all requirements and registrations from the General Pharmaceutical Council and Health Inspectorate Wales.

Personal Data: as defined in the Data Protection Legislation.

Pre-registration Pharmacist: the individual that has been allocated a Training Placement within the Host Organisation by HEIW and who shall receive the benefit of performance of this Agreement, the personal details of the individual Pre-registration pharmacist shall be set out in Schedule 3.

Processor: as defined in the Data Protection Legislation.

Prohibited Act: the following constitute Prohibited Acts:

- a) to directly or indirectly offer, promise or give any person working for or engaged by NWSSP a financial or other advantage as an inducement or reward for any improper performance of a relevant function of activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- c) committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud NWSSP (iv) under the Modern Slavery Act 2015;
- d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.

Regulated Activity: in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

Regulated Activity Provider: shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.

Relevant Requirements: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010 and shall include any law relating to the Modern Slavery Act 2015.

Remediation Notice: a notice served by NWSSP in accordance with clause 29.1(a).

Replacement Host Responsibilities: any services that are identical or substantially similar to any of the Host Responsibilities provided by any Replacement Host Organisation and which NWSSP receives in substitution for any of the Host Responsibilities following the termination or expiry of this Agreement.

Replacement Host Organisation: any third party supplier of Replacement Host Responsibilities appointed by NWSSP from time to time.

Representatives: means, in relation to a party, its employees, officers, representatives and advisors.

Request For Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

Single Lead Employer: NHS Wales Shared Services Partnership (NWSSP) hosted by Velindre NHS Trust acting through its Committee which shall employ all Pre-registration pharmacists in Wales.

Sub-Contract: any contract or agreement, or proposed contract or agreement, between the Host Organisation and a third party pursuant to which that third party agrees to provide to the Host Organisation the Host Responsibilities or any part of the Host Responsibilities.

Sub-Contractor: the third parties that enter into a Sub-Contract with the Host Organisation.

Term: the period of the Initial Term as may be varied by:

- a) any Extension Period; or
- b) the earlier termination of this Agreement in accordance with its terms.

Termination Date: the date of expiry or termination of this Agreement.

Training Placement Agreement: the legally binding agreement between HEIW and the Host Organisation for the provision of training services for the benefit of the Pre-registration Pharmacist.

Training Placement: the training placement of the Pre-registration Pharmacist within the Host Organisation which has been selected and allocated by HEIW for the benefit of the Pre-registration Pharmacist.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*).

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((*EU*) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended.

Working Day: Monday to Friday, excluding any public holidays in England and Wales.

Working Hours: the period from 9.00 m to 5.00pm on any Working Day.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation for the time being in force made under it.
- 1.9 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales and or Wales from time to time including as retained, amended, extended or re-enacted on or after exit day **OR** in EU member states from time to time.
- 1.10 A reference to **writing** or **written** includes fax OR e-mail save that official court proceedings shall not be accepted by email.
- 1.11 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.12 A reference in this Agreement to any other agreement or a document is a reference to such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.13 References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule.

- 1.14 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 If there is any conflict or inconsistency between the provisions in the main body of this Agreement and the schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the Agreement;
 - (b) Schedule 2 (Conditions Precedent) to this Agreement
 - (c) Schedule 1 (Host Organisation Responsibilities) to this Agreement;
 - (d) Schedule 4 (Data processing); and
 - (e) the remaining schedules to this Agreement.

Commencement, duration and status

2. Term and Conditions Precedent

- 2.1 This Agreement shall take effect on the Commencement Date, notwithstanding the date this Agreement is executed by the parties.
- 2.2 The Host Organisation may only commence delivery of the Host Responsibilities under this Agreement when (1) the Conditions Precedent have been satisfied and (2) the Contract of Employment has been entered into in respect of such Host Responsibilities.
- 2.3 This Agreement shall (unless it is terminated in accordance with the terms of this Agreement or is otherwise lawfully terminated) terminate at the end of the Term.

3. Extending the initial term

- 3.1 NWSSP may extend this Agreement beyond the Initial Term by a further period or periods of up to 12 months as required in line with the Training Placement Agreement (each such extension together with any such extensions, being the "**Extension Period**"). If NWSSP wishes to extend this Agreement, it shall give the Host Organisation at least 1 months' written notice of such intention before the expiry of the Initial Term or Extension Period.

- 3.2 If NWSSP gives such notice then the Term shall be extended by the period set out in the notice. For the avoidance of doubt any extension of this Agreement shall not entitle the Host Organisation to any increase or other Charges whatsoever.
- 3.3 If NWSSP does not wish to extend this Agreement beyond the Initial Term this Agreement shall expire subject to any earlier termination in accordance with this Agreement on the expiry of the Initial Term and the provisions of clause 33 shall apply.
- 3.4 The Parties acknowledge and accept that the term of this Agreement is directly linked to the term of the Training Placement and the Contract of Employment and the Host Organisation shall agree and extend this Agreement in line with the terms of the Training Placement Agreement and upon the same date as any extension exercised by NWSSP in accordance with clause 3.1.
- 3.5 The Host Organisation acknowledges and accepts that NWSSP shall be the employer of the Pre-registration Pharmacist and shall not hold themselves out as such.

4. Due diligence and Host Organisation's warranty

- 4.1 The Host Organisation acknowledges and confirms that:
- (a) NWSSP has delivered or made available to the Host Organisation all of the information and documents that the Host Organisation considers necessary or relevant for the performance of its obligations under this Agreement;
 - (b) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of NWSSP insofar as required for the operation of this Agreement pursuant to clause 4.1(a);
 - (c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with NWSSP where required before the Commencement Date) of all relevant details relating to the performance of its obligations under this Agreement; and
 - (d) it has entered into this Agreement and any other agreements with third parties as required in reliance on its own due diligence.

- (e) it accepts that the Pre-registration Pharmacist shall be employed by NWSSP and shall not hold themselves out as the employer nor act in a manner which causes any third party to believe that the Pre-registration Pharmacist is their employee.

4.2 Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by NWSSP in respect of any information which is provided to the Host Organisation by NWSSP and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

The obligations of the parties

5. Supply of services

Host Organisation Responsibilities

- 5.1 The Host Organisation shall provide the Host Responsibilities with effect from the Commencement Date and for the duration of this Agreement in accordance with the provisions of this Agreement, including without limitation Schedule 1.
- 5.2 The Host Organisation accepts time is of the essence in delivery of the and performance of the Host Responsibilities on the Commencement Date or any date agreed between the Parties.
- 5.3 The Host Organisation shall provide at its own expense all Host Organisation Personnel and Equipment required for the full and proper performance of the Host Responsibilities.
- 5.4 In the event that the Host Organisation does not comply with the provisions of clause 5.1 in any way, NWSSP may serve the Host Organisation with a notice in writing setting out the details of the Host Organisation's default (a **Default Notice**).

Employers Responsibilities

- 5.5 NWSSP shall provide the roles and responsibilities with effect from the Commencement Date and for the duration of this Agreement in accordance with the provisions of this Agreement, including without limitation the Employer Responsibilities detailed in Schedule 1.

6. NOT USED

7. Required standards

7.1 The Host Organisation shall perform the Host Responsibilities, or procure that they are performed :

- (a) with reasonable skill and care and in accordance with Good Industry Practice;
- (b) in all respects in accordance with NWSSP's policies, procedures and requirements set out in 0; and detailed in **(insert hyperlink)**;
- (c) in accordance with all applicable Law;
- (d) in accordance with appropriate levels of security in respect of any use of computer systems and/or any related hardware and/or software it uses and shall ensure as far as possible any systems used are free from corrupt data, viruses, worms and any other computer programs which might cause harm or disruption to NWSSP 's computer systems or NHS Wales systems generally.

8. Compliance

8.1 The Host Organisation shall ensure that all Necessary Consents are in place to perform the Host Responsibilities and NWSSP shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.

8.2 Where there is any conflict or inconsistency between the provisions of this Agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Host Organisation has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the for performance of the Host Responsibilities and the Host Organisation has notified NWSSP in writing.

8.3 The Host Organisation shall (and shall procure that the Host Organisation Personnel shall) perform its obligations under this Agreement (including those in relation to the Host Responsibilities) in accordance with:

- (a) all applicable Law regarding health and safety; and

- (b) Host Organisation policies save where NWSSP policies are applicable as set out in clause 7.1(b) which shall at all times comply with the requirements of Good Industry Practice.

8.4 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. The Host Organisation shall instruct the Host Organisation Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards in accordance with the applicable policies and procedures, which for the avoidance of doubt includes any hazards or otherwise caused by the COVID-19 Pandemic.

8.5 Without limiting the general obligation set out in clause 7, the Host Organisation shall (and shall procure that the Host Organisation Personnel shall):

- (a) perform its obligations under this Agreement (including those in relation to the Host Responsibilities) in accordance with:
 - (i) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) NWSSP's equality and diversity policy in respect of the Pre-registration Pharmacist and the Host Organisation policy in respect of the Host Organisation Personnel;
 - (iii) any other requirements and instructions which NWSSP reasonably imposes in connection with any equality obligations imposed on NWSSP at any time under applicable equality law;
- (b) take all necessary steps, and inform NWSSP of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and
- (c) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement. The Host Organisation shall also undertake, or refrain from undertaking, such acts as NWSSP requests so as to enable NWSSP to comply with its obligations under the Human Rights Act 1998.

9. Premises and Assets and Equipment

- 9.1 The Host Organisation warrants that it has in place appropriate leases and or licences and appropriate consents to provide the Host Responsibilities and occupy the premises at which the Host Responsibilities shall be performed.
- 9.2 The Host Organisation shall ensure that it has all appropriate consents to allow NWSSP Representatives to visit the premises in accordance with any requirements set out in this Agreement.
- 9.3 The Host Organisation shall ensure, at its own expense, that it has all necessary Equipment to perform its obligations under this Agreement.

10. NOT USED

11. NOT USED

12. NOT USED.

13. NOT USED

14. Staff

Personnel used to provide the Host Responsibilities

- 14.1 At all times, the Host Organisation shall ensure that:
- (a) each of the Host Organisation Personnel is suitably qualified and experienced, adequately trained and capable of providing performing any requirements set out in the Host Responsibilities in accordance with Schedule 1;
 - (b) there is an adequate number of Host Organisation Personnel to provide the perform any requirements set out in Schedule 1;
 - (c) only those people who are authorised by the Host Organisation (under the authorisation procedure to be agreed between the parties) are involved in performing the Host Responsibilities; and
 - (d) all of the Host Organisation Personnel comply with the Host Organisation's own policies as required and in accordance with Good Industry Practice.

(e) all Host Organisation Personnel understand and have received appropriate training in respect of providing services within a health service environment and shall:

- (i) observe the highest standards of hygiene, customer/patient care, courtesy and consideration; and
- (ii) keep Confidential Information howsoever acquired relating to NWSSP, HEIW, the Pre-registration Pharmacist and or patients including but not limited to patient identity, clinical concerns and treatment, confidential and comply with the provisions of clause 26.

14.2 Insofar as it relates to the performance of the Host Responsibilities the Host Organisation shall replace any of the Host Organisation Personnel who NWSSP reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Host Organisation Personnel for any reason, the Host Organisation shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Host Responsibilities.

14.3 The Host Organisation shall maintain up-to-date personnel records on the Host Organisation Personnel engaged in the performance of the Host Responsibilities and shall provide information to NWSSP as NWSSP reasonably requests of the Host Organisation Personnel. The Host Organisation shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.

14.4 The Host Organisation shall use its reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the performance of the Host Responsibilities is at least as good at the prevailing industry norm for similar services, locations and environments.

15. Safeguarding Children and Vulnerable adults

15.1 The parties acknowledge that the Host Organisation is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

15.2 The Host Organisation shall:

- (a) ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and
 - (b) monitor the level and validity of the checks under this clause 0 for each member of staff;
 - (c) not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to patients.
- 15.3 The Host Organisation warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Host Organisation in the provision of the performance of the Host Responsibilities is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 15.4 The Host Organisation shall immediately notify NWSSP of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 05 have been met.
- 15.5 The Host Organisation shall refer information about any person carrying out the performance of the Host Responsibilities to the DBS where it removes permission for such person to carry out the Host Responsibilities (or would have, if such person had not otherwise ceased to carry out the Host Responsibilities) because, in its opinion, such person has harmed or poses a risk of harm to the patients OR children OR vulnerable adults. The Host Organisation acknowledges and accepts that NWSSP may be obliged to inform both the Local Health Board in which the Host Organisation is situated geographically, HIW, HEIW and GPhC where permission is removed for a person and the Host Organisation shall make no objection in this regard.

Contract management

16. Meetings

- 16.1 The Authorised Representatives shall meet in accordance with any requirements set out in Schedule 1; and where not detailed as reasonably requested by NWSSP to assist both parties in performing their roles under this Agreement.

17. Monitoring

- 17.1 NWSSP may monitor the performance of the Host Responsibilities by the Host Organisation as set out in the Schedule 1; and where not detailed provide information as reasonably requested by NWSSP to include a review of the timeliness of actions by both parties and consideration of any improvements that may be made.
- 17.2 The Host Organisation shall co-operate, and shall procure that any Host Organisation Personnel co-operate, with NWSSP in carrying out the monitoring referred to in clause 0 at no additional charge to NWSSP.

18. Change control and continuous improvement

- 18.1 NWSSP may at any time request, and the Host Organisation may at any time recommend a Change to this Agreement, such Change shall be subject to the terms of this clause 18.
- 18.2 Until such Change is made, NWSSP and the Host Organisation shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms before such Change.
- 18.3 Any work or services undertaken by the Host Organisation and any Host Organisation Personnel which has not been authorised in advance by a Change, and which has not been agreed in accordance with this clause 18 shall be undertaken entirely at the expense and liability of the Host Organisation.
- 18.4 Where because of any discussions between NWSSP and the Host Organisation a Change is proposed, such Change shall be submitted to the other party. Such proposal shall detail:
- (a) the Change;
 - (b) a timetable for implementation;
 - (c) any impact upon the terms of this Agreement;

- (d) proposed amendments to reflect any Change; and
- (e) confirm the expiry of the Change if such Change shall not be required for the Term of this Agreement.

18.5 The parties shall consider the proposed Change and may result in:

- (a) no further action;
- (b) a request to change this Agreement by NWSSP; or
- (c) a recommendation to change this Agreement by the Host Organisation.

Where the proposed Change is agreed and accepted by both parties such Change shall form an addendum to this Agreement and shall be executed by both parties' authorised signatories.

18.6 The Host Organisation shall have an ongoing obligation throughout the Term to identify new or potential improvements in the performance of the Host Responsibilities. As part of this obligation the Host Organisation shall identify and report to NWSSP's Authorised Representative as and when the Host Organisation becomes aware of any suggested or proposed service improvements. In particular the Host Organisation shall report to NWSSP on:

- (a) the emergence of new and evolving relevant technologies which could improve the performance of the Host Responsibilities;
- (b) new or potential improvements to the performance of the Host Responsibilities including the quality, responsiveness, procedures, benchmarking methods, performance mechanisms and any patient support services or feedback in relation to the performance of the Host Responsibilities ;
- (c) new or potential improvements to the interfaces or integration between the Host Responsibilities and the Employer Responsibilities with other NHS Wales services or otherwise provided by third parties, NWSSP or other organisations which might result in efficiency, productivity gains or in reduction of operational risk benefitting the wider goals of the NHS Wales and NWSSP.

18.7 Any potential Changes highlighted as a result of the Host Organisation's reporting in accordance with clause 18.6 shall be addressed by the parties as a Change.

19. Dispute resolution

- 19.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
 - (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to NWSSP's Director of Workforce and OD and the Host Organisation's [Director of Workforce and OD] who shall attempt in good faith to resolve it; and
 - (c) if NWSSP's Director of Workforce and OD and the Host Organisation's [Director of Workforce and OD] are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 28 days after the date of the ADR notice.
- 19.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 45 which clause shall apply at all times.
- 19.3 The Parties acknowledge and accept that there may be circumstances where a dispute arises which involves HEIW. Where such circumstances arise either Party may invite HEIW to either join the dispute and or provide documentary evidence in respect of HEIW 's position.
- 19.4 Where HEIW decides to join the Dispute clauses 19.1 shall be interpreted to include HEIW in addition to NWSSP and the Host Organisation.

20. Sub-Contracting and assignment

- 20.1 Subject to clause 0, neither party shall assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other party.
- 20.2 NWSSP shall be entitled to novate (and the Host Organisation shall be deemed to consent to any such novation) the Agreement to any other body which:
- (a) substantially performs any of the functions that previously had been performed by NWSSP; or
 - (b) any other NHS organisation with the requisite power to perform such functions.
- 20.3 Provided that NWSSP has given prior written consent, the Host Organisation shall be entitled to novate the Agreement where:
- (a) there has been a universal or partial succession into the position of the Host Organisation, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another Host Organisation that meets NWSSP's selection criteria.

Liability

21. Indemnities

- 21.1 Subject to clause 0, the Host Organisation shall indemnify and keep indemnified NWSSP against all liabilities, costs, expenses, damages and losses incurred by NWSSP arising out of or in connection with:
- (a) the Host Organisation's breach or negligent performance or non-performance of this Agreement;
 - (b) any claim made against NWSSP arising out of or in connection with performance of Host Responsibilities, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Host Organisation or Host Organisation Personnel;
 - (c) the enforcement of this Agreement.

- 21.2 The indemnity under clause 0 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by NWSSP are directly caused (or directly arise) from the negligence or breach of this Agreement by NWSSP or its Representatives.

22. Limitation of liability

- 22.1 Neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement.
- 22.2 Notwithstanding the provisions of clause 0, but subject to clause 0, the Host Organisation assumes responsibility for and acknowledges that NWSSP may, amongst other things, recover:
- (a) wasted expenditure;
 - (b) additional costs associated with placing the Pre-registration Pharmacist with another replacement Host Organisation including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials insofar as applicable;
 - (c) losses incurred by NWSSP arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any Subcontract, Host Organisation Personnel, regulator, patient or Pre-registration Pharmacist) against NWSSP caused by the act or omission of the Host Organisation; and
 - (d) any costs, claims, losses, suffered by NWSSP for failure or delay by the Host Organisation to commence delivery of the Host Responsibilities in accordance with and this Agreement.
- 22.3 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this Agreement, including any losses for which the relevant party is entitled to bring a claim against the other party pursuant to the indemnities in this Agreement.
- 22.4 Subject to clause 0 and clause 0, the Host Organisation's aggregate liability is
- a) unlimited in respect of:

- (i) the indemnities in clauses 0 and 28.1;
 - (ii) any breach of clause 02;
 - (iii) the Host Organisation's wilful default
 - b) shall be limited to the levels of insurance (the Required Insurances) to be maintained in accordance with clause 25.1 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement.
- 22.5 Subject to clause 0 and clause 0, NWSSP's aggregate liability to the Host Organisation for all claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the Charges payable by HEIW to the Host Organisation in a Contract Year in accordance with the Training Placement Agreement.
- 22.6 Notwithstanding any other provision of this Agreement neither party limits or excludes its liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);
 - (c) breach of any obligation as to title implied by statute; or
 - (d) any other liability for which may not be limited under any applicable law.

23. Insurance

- 23.1 The Host Organisation shall be responsible for providing insurance cover for the Pre-registration Pharmacists. The Host Organisation shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:
- (a) public liability insurance with a limit of indemnity of not less than £10,000,000 (ten million pounds) in relation to any one claim or series of claims;
 - (b) employer's liability insurance with a limit of indemnity in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims;

- (c) professional indemnity insurance with a limit of indemnity of not less than £10,000,000 (ten million pounds) in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Host Responsibilities hold and maintain appropriate cover;
- (d) product liability insurance and any insurance required for the Host Organisation use of Equipment;

(the **Required Insurances**). The cover shall be in respect of all risks which may be incurred by the Host Organisation, arising out of the Host Organisation's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Host Organisation. Notwithstanding the levels of Required Insurances, it shall be the responsibility of the Host Organisation to determine the amount that will be adequate to enable it to satisfy its potential liabilities under this Agreement. Accordingly, the Host Organisation shall be liable to make good any deficiency if the proceeds of any insurance cover is insufficient to cover the settlement of any claim.

- 23.2 The Host Organisation shall give NWSSP, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 23.3 If, for whatever reason, the Host Organisation fails to give effect to and maintain the Required Insurances, NWSSP may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Host Organisation.
- 23.4 The terms of any insurance or the amount of cover shall not relieve the Host Organisation of any liabilities under the Agreement.
- 23.5 The Host Organisation shall hold and maintain the Required Insurances for a minimum of six years following the expiration or earlier termination of the Agreement.
- 23.6 Notwithstanding any provisions in this Agreement the parties note that NWSSP shall apply NHS Indemnity to their activities and obligations under this Agreement and is prevented from purchasing commercial insurance. NWSSP, through its hosting arrangement with Velindre University NHS Trust, is a member of the Welsh Risk Pool. For the avoidance of doubt this does not extend to any liabilities or otherwise of the Host

Practice which the Host practice shall be responsible for in accordance with this Agreement.

23.7 Action in the event of a claim being brought

In the event of a claim being brought against any of the parties in respect of their responsibilities or activities covered by this agreement, it is important that the parties work in a collaborative way to reduce the overall costs.

As soon as claim is brought or notified, the party receiving details of the claim will notify the other party(s)

The matter will be passed to the insurers / legal representatives of the parties for analysis of the relevant duty-holder, liability and any apportionment

Information

24. Freedom of information

24.1 The Host Organisation acknowledges that NWSSP is subject to the requirements of the FOIA and the EIRs. The Host Organisation shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by NWSSP to enable NWSSP to comply with its obligations under the FOIA and EIRs;
- (b) transfer to NWSSP all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide NWSSP with a copy of all Information belonging to NWSSP requested in the Request For Information which is in its possession or control in the form that NWSSP requires within 5 Working Days (or such other period as NWSSP may reasonably specify) of NWSSP 's request for such Information; and
- (d) not respond directly to a Request For Information unless authorised in writing to do so by NWSSP.

24.2 The Host Organisation acknowledges that NWSSP may be required under the FOIA and EIRs to disclose Information (including any commercially sensitive information which may

have been presented to NWSSP) without consulting or obtaining consent from the Host Organisation. NWSSP shall take reasonable steps to notify the Host Organisation of a Request For Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) NWSSP shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

24.3 Notwithstanding any other term of this Agreement, the Host Organisation consents to the publication of this Agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs and any public sector exemptions.

24.4 NWSSP shall, where possible, prior to publication, consult with the Host Organisation on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Host Organisation shall assist and co-operate with NWSSP to enable NWSSP to publish this Agreement where required.

25. Data processing

25.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 05 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 05, **Applicable Laws** means (for so long as and to the extent that they apply to the Host Organisation) the law of the European Union, the law of any member state of the European Union and/or Domestic UK law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.

25.2 The parties acknowledge that for the purposes of the Data Protection Legislation, NWSSP is the Controller and the Host Organisation is the Processor. Schedule 4 sets out the scope, nature and purpose of processing by the Host Organisation, the duration of the processing and the types of Personal Data and categories of Data Subject.

25.3 Without prejudice to the generality of clause 0, NWSSP will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Host Organisation for the duration and purposes of this Agreement.

- 25.4 Without prejudice to the generality of clause 0, the Host Organisation shall, in relation to any Personal Data processed in connection with the performance by the Host Organisation of its obligations under this Agreement:
- (a) process that Personal Data only on the documented written instructions of NWSSP which are set out in Schedule 4, unless the Host Organisation is required by Applicable Laws to otherwise process that Personal Data. Where the Host Organisation is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Host Organisation shall promptly notify NWSSP of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Host Organisation from so notifying NWSSP;
 - (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by NWSSP, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of NWSSP has been obtained and the following conditions are fulfilled:
 - (i) NWSSP or the Host Organisation has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Host Organisation complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

- (iv) the Host Organisation complies with the reasonable instructions notified to it in advance by NWSSP with respect to the processing of the Personal Data;
- (d) notify NWSSP immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- (e) assist NWSSP in responding to any request from a Data Subject and in ensuring compliance with NWSSP's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify NWSSP without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Agreement;
- (g) at the written direction of NWSSP, delete or return Personal Data and copies thereof to NWSSP on termination or expiry of the Agreement unless required by the Applicable Laws to store the Personal Data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 05 and allow for audits by NWSSP or NWSSP's designated auditor pursuant to clause 07 and immediately inform NWSSP if, in the opinion of the Host Organisation, an instruction infringes the Data Protection Legislation.

25.5 The Host Organisation shall indemnify NWSSP against any losses, damages, cost or expenses incurred by NWSSP arising from, or in connection with, any breach of the Host Organisation's obligations under this clause 05.

25.6 Where the Host Organisation intends to engage a Sub-Contractor pursuant to clause 20 and intends for that Sub-Contractor to process any Personal Data relating to this Agreement, it shall:

- (a) notify NWSSP in writing of the intended processing by the Sub-Contractor;

- (b) obtain prior written consent from NWSSP to the processing;
- (c) enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 05.

25.7 Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this clause 05 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

25.8 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

26. Confidentiality

26.1 Subject to clause 0, each party shall keep the other party's Confidential Information confidential and shall not:

- (a) use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Agreement; or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 06.

26.2 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:

- (a) which the other party confirms in writing is not required to be treated as Confidential Information;
- (b) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
- (c) which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the FOIA or the EIRs;
- (d) which is in or enters the public domain other than through any disclosure prohibited by this Agreement;

- (e) which a party can demonstrate was lawfully in its possession prior to receipt from the other party; or
- (f) which is disclosed by NWSSP on a confidential basis to any central or devolved government or regulatory body.

26.3 A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this Agreement, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,
- (c) and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 0.

26.4 The provisions of this clause 06 shall survive for a period of 6 years from the Termination Date.

27. Audit

27.1 During the Term and for a period of 6 years after the Termination Date, NWSSP (acting by itself or through its Representatives) may conduct an audit of the Host Organisation, including for the following purposes:

- (a) to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this Agreement) of the Host Responsibilities **Error! Reference source not found.**;
- (b) to review the integrity, confidentiality and security of any data relating to NWSSP, the Pre-registration Pharmacist or any patients insofar as is applicable in connection with the performance of the obligations under this Agreement;
- (c) to review the Host Organisation's compliance with the Data Protection Legislation, the FOIA, in accordance with clause 04 (Freedom of Information) and clause 05 (Data Protection) and any other legislation applicable to the performance of the Host Responsibilities ;

- (d) to review any records created during the performance of the Host Responsibilities;
- (e) to review any books of account kept by the Host Organisation in connection with the performance of the obligations under this Agreement;
- (f) to carry out the audit and certification of NWSSP 's accounts, where applicable;
- (g) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which NWSSP has used its resources.

- 27.2 Except where an audit is imposed on NWSSP by a regulatory body or where NWSSP has reasonable grounds for believing that the Host Organisation has not complied with its obligations under this Agreement, NWSSP may not conduct an audit under this clause 07 more than twice in any calendar year.
- 27.3 NWSSP shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Host Organisation or delay the provision of the Host Responsibilities.
- 27.4 Subject to NWSSP's obligations of confidentiality, the Host Organisation shall on demand provide NWSSP and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- (a) all information requested by the above persons within the permitted scope of the audit;
 - (b) reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Host Responsibilities; and
 - (c) access to the Host Organisation Personnel.
- 27.5 NWSSP shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.
- 27.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this Agreement in any material manner by the Host Organisation in which case the Host Organisation shall reimburse NWSSP for all NWSSP 's reasonable costs incurred in the course of the audit. If an audit identifies that the

Host Organisation has failed to perform its obligations under this Agreement in any material manner, the parties shall agree and implement a remedial plan.

28. Intellectual property

28.1 In the absence of prior written agreement by NWSSP to the contrary, all Intellectual Property Rights created by the Host Practice or Host Practice Personnel:

- (a) in the course of performing the Host Responsibilities; or
 - (b) exclusively for the purpose of performing the Host Responsibilities,
- shall vest in NWSSP on creation.

28.1 The Host Organisation shall indemnify NWSSP against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the Host Organisation in performance of the Host Responsibilities, except to the extent that they have been caused by or contributed to by NWSSP 's acts or omissions.

Termination

29. Termination

29.1 NWSSP may terminate this Agreement in whole or part with immediate effect by the service of written notice on the Host Organisation in the following circumstances:

- (a) if the Host Organisation is in breach of any material obligation under this Agreement provided that if the breach is capable of remedy, NWSSP may only terminate this Agreement under this clause 29.1 if the Host Organisation has failed to remedy such breach within the time limit set out in the notice or if no time limit has been set 7 days of receipt of notice from NWSSP (a **Remediation Notice**) to do so;
- (b) if the Host Organisation is in breach of any material obligation under this Agreement which is not capable of remedy.
- (c) any action by the Host Organisation, whether in relation to the Host Responsibilities and/ or any obligations under this Agreement or otherwise, which in the reasonable

opinion of NWSSP's Authorised Representative has or may cause significant harm to the reputation of NWSSP;

- (d) NWSSP serving 2 Remediation Notices in a rolling 6 month period or 5 Default Notices in a rolling 3 month period;
- (e) the Host Organisation repeatedly breaching any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (f) if there is an Insolvency Event;
- (g) if there is a change of control of the Host Organisation within the meaning of section 1124 of the Corporation Tax Act 2010;
- (h) if the Training Placement Agreement is terminated;
- (i) if the Contract of Employment is terminated;
- (j) if regulatory approval of the Host Organisation to operate is withdrawn to include but not limited to withdrawal of approval from HIW and or the GPhC;

29.2 NWSSP may terminate this Agreement in accordance with the provisions of clause 29 and clause 30.

29.3 If this Agreement is terminated by NWSSP pursuant to this clause 29, such termination shall be at no loss or cost to NWSSP and the Host Organisation hereby indemnifies NWSSP against any such losses or costs which NWSSP may suffer as a result of any such termination.

30. Termination on notice

Without affecting any other right or remedy available to it, NWSSP may terminate this Agreement at any time by giving one months' written notice to the Host Organisation.

31. Force majeure

31.1 Provided it has complied with the remaining provisions of this Clause 01, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in

breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.

31.2 The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.

31.3 The Affected Party shall:

(a) as soon as reasonably practicable after the start of the Force Majeure Event but not later than 30 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and

(b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

31.3 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Host Organisation cannot claim relief if the Force Majeure Event is one which, in accordance with Good Industry Practice, the Host Organisation should have foreseen and provided for the cause in question.

31.4 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

31.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving 1 weeks' notice to the Affected Party.

32. Prevention of bribery and other illegal acts

32.1 The Host Organisation represents and warrants that neither it, nor any Host Organisation Personnel:

- (a) has committed a Prohibited Act;
- (b) to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
- (c) has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

32.2 The Host Organisation shall promptly notify NWSSP if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 0 at the relevant time.

32.3 The Host Organisation shall (and where applicable shall procure that its Host Organisation Personnel shall) during the Term:

- (a) not commit a Prohibited Act; and/or
- (b) not do or omit to do anything that would cause NWSSP or any of NWSSP 's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- (c) have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
- (d) notify NWSSP (in writing) if it becomes aware of any breach of clause 0 or clause 0, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this Agreement.

32.4 The Host Organisation shall maintain appropriate and up to date records showing all payments made by the Host Organisation in connection with this Agreement and the steps taken to comply with its obligations under clause 0.

32.5 The Host Organisation shall allow NWSSP and its third party representatives to audit any of the Host Organisation's records and any other relevant documentation in accordance with clause 07.

- 32.6 If the Host Organisation is in Default under this clause 02 NWSSP may by notice:
- (a) require the Host Organisation to remove from performance of this Agreement any Host Organisation Personnel whose acts or omissions have caused the Default; or
 - (b) immediately terminate this Agreement.

- 32.7 Any notice served by NWSSP under clause 0 shall specify the nature of the Prohibited Act, the identity of the Party who NWSSP believes has committed the Prohibited Act and the action that NWSSP has elected to take (including, where relevant, the date on which this Agreement shall terminate).

33. Consequences of termination or expiry

- 33.1 On the expiry of the Term or if this Agreement is terminated in whole or in part for any reason, the Host Organisation shall co-operate fully with NWSSP to ensure an orderly migration of the Host Responsibilities to NWSSP or, at NWSSP 's request, a Replacement Host Organisation.
- 33.2 On termination or expiry of this Agreement the Host Organisation shall procure that all data and other material belonging to NWSSP (and all media of any nature containing information and data belonging to NWSSP or relating to the Host Responsibilities), shall be delivered to NWSSP forthwith and the Host Organisation Authorised Representative shall certify full compliance with this clause.
- 33.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue force on or after termination or expiry, clause 01 (Indemnities), clause 02 (Limitation of Liability), clause 03 (Insurance), clause 04 (Freedom of Information), clause 05 (Data Protection), clause 06 (Confidentiality), clause 07 (Audit), clause 29 (Termination for Breach) and this clause 03 (Consequences of termination), shall remain in full force and effect.
- 33.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the Termination Date.

General provisions

34. Welsh Language Provisions

The Host Organisation warrants and undertakes that it will not perform this Agreement in such a way as to render NWSSP in breach of its obligations in respect of the Welsh language including but not limited to its obligations under the Government of Wales Act 2006, the Welsh Language Act 1993 or the Welsh Language (Wales) Measure 2011.

35. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

36. Rights and remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

37. Severability

- 37.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 37.2 If any provision or part-provision of this Agreement is deemed deleted under clause 0, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

38. Partnership or agency

- 38.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 38.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person save where this Agreement expressly states otherwise.

39. Third party rights

- 39.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 39.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

40. Publicity

The Host Organisation shall not:

- (a) make any press announcements or publicise this Agreement or its contents in any way; or
- (b) use NWSSP 's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of NWSSP.

41. Notices

- 41.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to the address specified in Schedule 5.
- 41.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt;

- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.
- (c) if sent by email (save NWSSP shall not accept service of court proceedings by email), at the time of transmission, or if this time falls outside Working Hours in the place of receipt, when Working Hours resume. In this clause 0, Working Hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

41.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

42. Entire agreement

42.1 This Agreement and the documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

42.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

43. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

44. Wellbeing of Future Generations (Wales) Act 2015

The Host Organisation shall assist NWSSP to meet its obligations under the Well-being of Future Generations (Wales) Act 2015 when performing the Host Responsibilities under the Agreement. Such assistance under this clause shall include providing NWSSP with

information required to meet it or their annual reporting requirements under the Well-being of Future Generations (Wales) Act 2015.

45. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, as it applies in Wales.

46. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into as a Deed on the date stated at the beginning of it.

Executed as a Deed

for and on behalf of NWSSP

Authorised Signatory

Signed by [name of director]

For and on behalf of the Host Organisation

Authorised Signatory/Director

Schedule 1 Specification

Responsibilities of NWSSP as Employing Organisation

On boarding Checks and Salary

- Carry out pre-employment checks (onboarding) and ensure they comply with NHS Employment Checks standards. Confirm to Host Organisations that all these checks have been completed satisfactorily.
- Issue all new starter documentation in line with code of practice.
- Ensure full details of previous employment is collected from former employers and when returned, establish the correct salary, taking into consideration pay protection issues. Also establish salary banding for on call commitment in liaison with the Host Organisation.

Induction and Mandatory Training

- Work with Host Organisations to streamline induction process for Pre-registration Pharmacist in through economies of scale.
- Ensure Pre-registration Pharmacist are up to date with mandatory training requirements.

Occupational Health Services

- Ensure that initial pre-employment health screening is undertaken and where necessary, further screening and vaccinations completed.
- Provide access to occupational health self-referrals and management referrals for Pre-registration Pharmacist during their employment with the lead employer. This should include access to counselling and employee wellbeing programmes.
- Work in partnership with HEIW and the Professional Support Unit (HEIW) to ensure that appropriate and timely support can be offered to Pre-registration Pharmacist.

Resignations

- Accept and acknowledge resignations from Pre-registration Pharmacist in writing. If a resignation is submitted to Host Organisation or HEIW that would need to be forwarded to the Employing Organisation.
- Liaise with Host Organisations with regards to the period of notice to be served for early resignations and inform HEIW of the resignations and the periods of notice to be served in terms of managing the programme.
- Calculate any annual leave entitlement that a Pre-registration Pharmacist may have outstanding on termination and liaise with payroll to ensure that correct payments are made.
- Send a copy of the resignation letter and the acknowledgment to HEIW and Host Organisation.
- Ensure the Pre-registration Pharmacist record is updated on ESR and terminations are processed in a timely manner.

Management of Attendance

- Liaise with and keep HEIW and the Host Organisation informed of the management of long-term sickness absence in accordance with the appropriate NHS Wales policy and advice from the occupational health service. This will enable HEIW to maintain records, manage, and if necessary, extend the training period to ensure the appropriate period of training has been undertaken.
- Liaise with HEIW and the Host Organisation with regard to what action, if any, is to be taken in relation to Pre-registration Pharmacist who have been on sick leave for two weeks or more.
- Liaise with HEIW and the Host Organisation in circumstances where the Pre-registration Pharmacist may require reasonable adjustments for illness or disability as per the Equality Act 2010.

Parental, Adoption and Family Leave

- Inform the Host Organisation of any requests for parental, adoption or family leave from Pre-registration Pharmacist.
- Process all requests for parental, adoption or family leave in accordance with the relevant policy.

- Notify the Host Organisation and HEIW of any request made by a Pre-registration Pharmacist so that the impact on training can be considered.
- Advising HEIW of any implications that have arisen from the Host Organisation undertaking the expectant mothers risk assessment.
- Notify the Host Organisation and HEIW of any changes to the return date for Pre-registration Pharmacist.

Less than Full Time Working/Training

- Once a less than full time working/training request has been agreed by all parties the Employing Organisation will issue an amendment to the contract of employment.

Annual Leave

- Calculating and confirming annual leave entitlements with HEIW, the Pre-registration Pharmacist and their Host Organisations.
- Maintaining annual leave records by utilising the appropriate database (Intrepid/ESR) and ensuring annual leave entitlements are not exceeded.

Workforce Management.

- Provide advice on all queries related to Pre-registration Pharmacist 's terms and conditions of service and contract enquiries in accordance with the relevant policy.
- Provide senior level workforce management support and guidance for all operational and complex medical workforce management issues. Advise Pre-registration Pharmacist, Host Organisations and HEIW on relevant employment policies.
- Provide expert workforce advice and support in line with the requirements laid out in Upholding Professional Standards (Wales).
- Provide advice and support to HEIW in circumstances where there is consideration to the termination of the employment of a Pre-registration Pharmacist from the training programme.

Administrative Functions

- Providing bank and building societies with financial references following approval by the Pharmacist in Training.
- Maintain the Employing Organisation web page to ensure it is up to date and informative for all users (Pre-registration Pharmacist, Host Organisations, HEIW).

Payroll Administration

- Upon receipt of new starter details the Employing Organisation will set up new starter records on ESR by interfacing with the HEIW intrepid system. Information will also be inputted related to identity checks, occupation health, information screening outcomes, DBS outcome, immigration etc.
- Pay Pre-registration Pharmacist in line with terms and conditions of service including appropriate banding.
- Update employment records for Pre-registration Pharmacist as necessary e.g. employee and contractual changes, allowances and deductions, temporary variations to pay and overpayment and underpayments via ESR.
- Manage salary sacrifice deductions such as child care vouchers etc.
- Set up and maintain pay protection for Pre-registration Pharmacist where necessary.
- Preserve historical records of Pre-registration Pharmacist who have left in line with workforce/payroll department timescales and according to statutory requirements.
- Operate payroll deductions in accordance with HMRC and NHS Pensions.
- Make payment to Pre-registration Pharmacist bank accounts and provide payslips via ESR.
- Maintain sickness records and ensure all payments are in accordance with occupational and statutory sick rules.
- Maintain necessary maternity pay records to ensure compliance with occupational and statutory maternity pay scheme rules.
- Maintain required records of any necessary unpaid leave.
- Calculate industrial injury payments as necessary.
- Calculate and recover any overpayments as necessary.
- Inflating basic pay records for incremental progression and pay awards including the calculation of arrears

- Provide Pre-registration Pharmacist with an annual P60 form (and P11d were applicable) in accordance with HMRC regulations.
- Ensure all terms and conditions of service are adhered to in the maintenance of Pre-registration Pharmacist records and payment of salaries.
- Update tax codes for Pre-registration Pharmacist on receipt of notified changes from HMRC.
- Complete a P45 for leavers and make available on ESR with final payslip.
- Notify HMRC of appropriate amounts of tax and NI after each monthly payment is made.
- Make arrangements for the payment of tax and NI on a monthly basis in accordance with HMRC timescales.
- Provide other NHS organisations with a service history for Pre-registration Pharmacist who have taken up a new NHS post.
- Calculate and pay expense claims with salary payment.
- Check expense claims include appropriate sign off from authorised officers at each Host Organisation.
- Manage relocation expenses where Pre-registration Pharmacist are entitled to a relocation allowance.
- Advise on reimbursement of expenses for Pre-registration Pharmacist (excluding study leave).
- Provide pension services to include
 - Enrol Pre-registration Pharmacist into the NHS pension scheme on appointment
 - Issue NHS pension scheme booklet
 - Maintain pension records for all Pre-registration Pharmacist
 - Provide regular updates to the NHs pensions agency of any change of pension circumstances.
 - Provide estimates to Pre-registration Pharmacist on request.
 - Provide necessary information to Pre-registration Pharmacist about any changes to the scheme.
 - Make appropriate deduction of existing added years contracts.
 - Provide members with information on ways to increase NHs pension benefits. Set up necessary deductions from payroll.
 - Provide Pre-registration Pharmacist with forms to enable them to transfer pensions from other schemes on request.

- Respond to NHS pension agency in all matters in respect of Pre-registration Pharmacist
- In the event of a death of a Pharmacist in Training, correspond with the next of kin or solicitor to ensure pension entitlement forms are completed and identify any balance of salary due.
- Make arrangements for the pay over of pension contributions on a monthly basis to the NHS pensions agency.

Responsibilities of the Host Organisation

Placement Management

- Provision of a safe working and training environment for Pre-registration Pharmacist
- Ensure that all local policies and procedures applicable to Pre-registration Pharmacist whilst working in a placement are fair and reasonable.
- The Host Organisation will ensure policies are in place to ensure that its employees, workers, agents and sub-contractors do not unlawfully discriminate, bully, undermine or harass Pre-registration Pharmacist. Where this occurs, it is the responsibility of the Host Organisation to investigate the concerns raised and feedback the findings to HEIW and the Employing organisation.
- The Host Organisation will ensure that it has a health and safety policy which sets out its responsibilities under current Health and Safety Legislation.
- The Host Organisation will provide all Personal Protective Equipment for Pre-registration Pharmacists and ensure that the PPE complies with current government and public health guidelines and any requirements to ensure that a Pre-registration Pharmacist with protected characteristics can safely practice.
- Provide Pre-registration Pharmacist with a local induction
- Ensure Pre-registration Pharmacist are issued with rotas which meet the requirements of the 'New Deal' and the Working Time Regulations.
- Ensure mechanisms are in place to monitor and confirm that the hours of work for Pre-registration Pharmacist meet Working Time Regulations.
- Provide operational support to the Pre-registration Pharmacist whilst on rotational placement.

- Ensure that the Pre-registration Pharmacist is not required to do anything that does or could breach their employment contract.

Management of Attendance

- Ensure mechanisms are in place for Pre-registration Pharmacist to report sickness absence.
- Ensure mechanisms are in place that sickness absence is reported to the Employing Organisation in a timely manner.

Educational Management and Governance

- Ensure Pre-registration Pharmacists are each allocated Educational Supervisors in line with HEIW and GPhC requirements.

Data and information sharing

- Provide the Employing organisation with such information and assistance as it may reasonably require to carry out its obligations as the employer of the Pre-registration Pharmacist and ensure that such information is accurate.

Schedule 2 Conditions Precedent

1. It shall be a condition precedent to commencement of the delivery of the Host Responsibilities that:
 - (a) all pre-employment checks have been completed. Such checks shall be carried out by the Single Lead Employer once in receipt of required information from the Pre-registration Pharmacist. The Single Lead Employer shall be responsible for carrying out such checks and once completed and deemed satisfactory the Single Lead Employer shall communicate to the Host Organisation that such checks have been completed and delivery of the Host Responsibilities may commence; and
 - (b) the Pre-registration Pharmacist has registered with the General Pharmaceutical Council. The Pre-registration Pharmacist shall be responsible for registering with the General Pharmaceutical Council and shall provide evidence of this registration to the Host Organisation. Once confirmation is received delivery of the Host Responsibilities may commence.

Schedule 3 Pre-registration Pharmacist Personal Details

Name

Address

DRAFT

Schedule 4 Data Processing Agreement

Processing by the Host Organisation

1. Scope

The scope shall outline the processing of data by Host Organisation during the Pre-registration Pharmacist Training Scheme. The scope of Processing by the Host Organisation is in accordance with the Training Placement Agreement between HEIW and the Host Organisation. The Host Organisation shall provide information and cooperate with NWSSP in hosting the Pre-registration Pharmacist. Thus the scope outlines the Management Arrangements between NHS Wales Shared Services Partnership (NWSSP) and Community Pharmacies, Pharmaceutical Companies and GP Practices who will act as Host Organisations as part of the expansion of the NWSSP Single Lead Employer (SLE) Function. The functions and roles of each are detailed in Schedule 1 above.

1.1 Nature

The Nature of Processing in accordance to Data Protection legislation will include collection, recording, structuring, modification, storage, retrieval, disclosure, dissemination, comparison, restriction, erasure, destruction and communication.

1.2 Purpose of processing

Personal data processing and the responsibilities have been outlined in Schedule 1 above and those within Data Protection Legislation for this agreement will include:

Payroll

Staff Administration

Management of personnel

Occupational risk management

Education

Employee Monitoring

Administrative and fiscal management

Reimbursement of costs

Recruitment and selection

1.3 Duration of processing

Any processing shall take effect on the Commencement Date, notwithstanding the date this Agreement is executed by the parties.

The Host Organisation may only commence processing in line with the Host Responsibilities under this Agreement when (1) the Conditions Precedent have been satisfied and (2) the Contract of Employment has been entered into in respect of such Host Responsibilities.

The processing, and therefore, this Agreement shall (unless it is terminated in accordance with the terms of this Agreement or is otherwise lawfully terminated) terminate at the end of the Term.

Types of Personal Data

The types of personal data to be utilised for the processes within this agreement will only be used for the purposes described in Schedule 1 above.

Under Article 6 of the General Data Protection Regulation the legal basis for processing personal data in line with this agreement would be:

- (a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
- (b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;
- (c) processing is necessary for compliance with a legal obligation to which the controller is subject;
- (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- (f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party.

In regards to the processing of sensitive data categories, Article 9 conditions apply:

- (a) the data subject has given explicit consent to the processing of those personal data for one or more specified purposes;

- (b) processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject;
- (h) processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law or pursuant to contract with a health professional.

However, the Host Organisation will need to consider the legal bases for processing and satisfy themselves that the use of personal and sensitive personal data for the purposes and responsibilities highlighted in Schedule 1 and this agreement are compatible.

2. Categories of Data Subject

Data Subjects under Data Protection Legislation means 'an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier'.

Data Subjects in the context of this agreement could include:

- Current personnel
- Potential personnel (job applicants)
- Former personnel
- Contractors/consultants/freelancers
- Temporary agency workers
- Students
- Directors
- Employees' family members
- Public officers

Processing by NWSSP

1. Scope

The scope covers the processing activities by NHS Wales Shared Services Partnership (NWSSP) whereas the organisation shall employ and provide employment services to the Pre-registration Pharmacist and where the Host Organisation shall provide information and cooperation with NWSSP in the hosting of the Pre-registration Pharmacist. Thus the scope outlines the Management Arrangements between NHS Wales Shared Services Partnership (NWSSP) and Community Pharmacies, Pharmaceutical Companies and GP Practices who will act as Host Organisations as part of the expansion of the NWSSP Single Lead Employer (SLE) Function. The roles and functions of each organisation are highlighted above in Schedule 1.

1.1 Nature

The Nature of Processing in accordance to Data Protection legislation will include collection, recording, structuring, modification, storage, retrieval, disclosure, dissemination, comparison, restriction, erasure, destruction and communication.

1.2 Purpose of processing

Personal data processing and the responsibilities have been outlined in Schedule 1 above and those within Data Protection Legislation for this agreement will include:

Payroll

Staff Administration

Management of personnel

Education

Employee Monitoring

Administrative and fiscal management

Reimbursement of costs

Recruitment and selection

1.3 Duration of processing

Any processing shall take effect on the Commencement Date, notwithstanding the date this Agreement is executed by the parties.

The Host Organisation may only commence processing in line with the Host Responsibilities under this Agreement when (1) the Conditions Precedent have been satisfied and (2) the Contract of Employment has been entered into in respect of such Host Responsibilities.

The processing, and therefore, this Agreement shall (unless it is terminated in accordance with the terms of this Agreement or is otherwise lawfully terminated) terminate at the end of the Term.

2. Types of Personal Data

The types of personal data to be utilised for the processes within this agreement will only be used for the purposes described in Schedule 1.

Under Article 6 of the General Data Protection Regulation the legal basis for processing personal data in line with this agreement would be:

- (a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
- (b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;
- (c) processing is necessary for compliance with a legal obligation to which the controller is subject;
- (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- (f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party.

In regards to the processing of sensitive data categories, Article 9 conditions apply:

- (a) the data subject has given explicit consent to the processing of those personal data for one or more specified purposes;
- (b) processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law

or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject;

- (h) processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law or pursuant to contract with a health professional.

3. Categories of Data Subject

Data Subjects under Data Protection Legislation means 'an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier'.

Data Subjects in the context of this agreement could include:

Current personnel

Potential personnel (job applicants)

Former personnel

Contractors/consultants/freelancers

Temporary agency workers

Students

Directors

Schedule 5 Authorised Representatives

CONTRACT MANAGEMENT

1. AUTHORISED REPRESENTATIVES

- 1.1 NWSSP initial Authorised Representative: [INSERT DETAILS]
- 1.2 The Host Organisation initial Authorised Representative: [INSERT DETAILS]

DRAFT

DATED

EMPLOYMENT MANAGEMENT AGREEMENT

Velindre University NHS Trust (On behalf of NHS Wales Shared Services Partnership)

and

The Host Practice (Insert name of Dental Practice)

CLAUSE

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Schedules

- Schedule 1 Host Responsibilities
- Schedule 2 Conditions Precedent
- Schedule 3 Foundation Dentist Details
- Schedule 4 Data Processing
- Schedule 5 Authorised Representatives

This agreement is dated this day of 20

Parties

- (1) Velindre University NHS Trust (the Trust) acting through its statutory committee of NHS Wales Shared Services Partnership of [4-5 Charnwood Court, Heol Billingsley, Parc Nantgarw CF15 7QZ ADDRESS] (**NWSSP**)
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Host Practice**)

BACKGROUND

- (A) NHS Wales Shared Service Partnership (NWSSP) was established pursuant to the Velindre National Health Service Trust Shared Services Committee (Wales) Regulations 2012. NWSSP is responsible for exercising the Trust's functions in relation to shared services, policy and strategy and the management and provision of shared services to the health service in Wales.
- (B) The Health Education and Improvement Wales (Establishment and Constitution) Order 2017 sets out Health Education and Improvement Wales (HEIW) principal functions. HEIW must exercise their functions in relation to the planning, commissioning and delivery of education and training for persons in the provision of health care services. Historically a Dental Practice (referred to in this document as a Host Practice) who provide a training placement and training requirements has employed Foundation Dentists. To ensure consistency of standards and develop a Wales wide approach to training it has been determined that all foundation dentists in Wales shall be employed by a single lead employer.
- (C) The Host Practice is a Dental Practice experienced in performing dental services in the community and is appointed as an approved trainer by HEIW pursuant to the National Health Service (Performers Lists) (Wales) Regulations 2004. Following a selection process HEIW has appointed the Host Practice as the Approved Trainer authorised to train and support the Foundation Dentist. HEIW is satisfied that the Host Practice and approved Educational Supervisor/s have the relevant skills and facilities to be an Approved Trainer.
- (D) HEIW have requested that NWSSP become the Single Lead Employer and employ all Foundation Dentists in Wales. The success of the employment relationship is dependent on the cooperation of both the Host Practice and HEIW, both of whom carry out duties to ensure the

Foundation Dentist is able to demonstrate completion of the Dental Foundation Training Programme and gain a Certificate of Completion.

- (E) It is proposed this Agreement shall govern the relationship between NWSSP and the Host Practice during the Dental Foundation Training Programme. This Agreement is required to be concluded in accordance with the Training Placement Agreement between HEIW and the Host Practice. NWSSP shall employ and provide employment services to the Foundation Dentist and the Host Practice shall provide information and cooperate with NWSSP in hosting the Foundation Dentist.
- (F) The parties intend this Agreement to be legally binding. In consideration for performing the obligations, the Host Practice shall receive:
- i. Payment of £1.00(one pound); and
 - ii. payment from HEIW in accordance with the Training Placement Agreement; and
 - iii. shall receive the benefit of the work completed by the Foundation Dentist as part of the Dental Foundation Training Programme.

Receipt of which is hereby acknowledged, in return for such consideration, the Host Practice shall perform the obligations set out in this Agreement, which will assist NWSSP to act as the Single Lead Employer.

- (G) In order to operate this Agreement and secure a Training Placement the Foundation Dentist shall be required to enter into:
- i. a Contract of Employment with the Single Lead Employer whereby the Foundation Dentist shall work and receive training in consideration for a salary payment; and
 - ii. An Educational Agreement with HEIW whereby the Foundation Dentist shall receive training in consideration of providing commitment to attend training and complete study as required.
- (H) This Agreement shall be concluded in accordance with the requirements of the Training Placement Agreement and sets out (amongst other things) the obligations and responsibilities of the Host Practice to NWSSP to enable the employment of the Foundation Dentist and the obligations of NWSSP to the Host Practice in managing the employment relations as set out in this Agreement.

It is the intention of the parties that this Agreement shall be legally binding.

Agreed terms

1. Definitions and Interpretation

1.1 The following definitions and rules of interpretation in this clause apply in this Agreement.

Approved Trainer: is a Dentist

- (a) whose name is included in the Performers List as a dentist; and
- (b) who has been approved for a specified period, which has not elapsed, by HEIW as having the requisite skills and suitable facilities to enable him or her to act as a trainer.

Authorised Representatives: the persons respectively designated as such by NWSSP and the Host Practice, the first such persons being set out in Schedule 5 .

Bribery Act: the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Certificate of Satisfactory Completion: is a document which is provided to the Foundation Dentist upon Certificate of satisfactory completion of Dental Foundation Training Programme which entitles the Foundation Dentist to apply for full inclusion in a Performers List

Change: any change to this Agreement including any change to either the Host Responsibilities or the Employer Responsibilities .

Commencement Date: 1st September 2020

Conditions Precedent: the conditions precedent to service delivery referred to in clause 2.2 and set out in Schedule 2.

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this Agreement, including but not limited to:

- a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, Host Practices or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- b) any information developed by the parties in the course of carrying out this Agreement;
- c) Personal Data.

Contract of Employment: the legally binding terms and conditions of employment offered by NWSSP and accepted by the Foundation dentist

Contract Year: a period of 12 months, commencing on the Commencement Date.

Controller: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Data Subject: as defined in the Data Protection Legislation.

Dental Foundation Training Programme: the training programme required by Welsh Government in exercise of its devolved duties for dental health in Wales as referred to in the National Health Service (Performers Lists) (Wales) Regulations 2004 dental section. The number of Foundation Dentists in any one year is directed by Welsh Government. Welsh Government are responsible for setting the policy and funding the programme, such funds are passed to HEIW in order for them to select general dental practices and allocate training placements for foundation dentists.

Default: any breach of the obligations of the relevant party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence of statement:

- a) in the case of NWSSP, of its employees, servants, agents;
- b) in the case of the Host Practice, of its Sub-contractors or any Host Practice Personnel,

in connection with or in relation to this Agreement and in respect of which such party is liable to the other.

Default Notice: is defined in clause 5.4.

Dispute Resolution Procedure: the procedure set out in clause 19.

e-Portfolio: the online electronic application that records the training development activity which shall be visible and accessible by HEIW and completed by the Foundation Dentist

and the Educational Supervisor on behalf of the Host Practice. This shall be used to monitor, develop and manage the training programme and development goals

Educational Supervisor: a person appointed by the Host Practice and approved by HEIW to perform the supervisory role which shall be provided by the Host Practice under the Training Placement Agreement for the benefit of the Foundation Dentist which is considered Key Personnel that the Host Practice shall provide under the Training Placement Agreement .

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Employer Responsibilities: the obligations, responsibilities and tasks to be performed by or on behalf of NWSSP under this Agreement, as more particularly described in Schedule 1, Appendix 4 (Roles and Responsibilities).

Exit day: has the meaning set out in the European Union (Withdrawal) Act 2018.

Extension period: shall have the meaning given to it in clause 3.1.

Equipment: any equipment, resources or otherwise required to enable the Host Practice to perform its obligations under this Agreement which shall include but not limited to dental equipment, machinery and all required PPE which is maintained in accordance with manufacturers guidelines and is fit for the purpose intended in this Agreement.

FOIA: the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure: any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;

- e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- f) collapse of buildings, fire, explosion or accident; and
- g) any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Host Practice's workforce or the workforce of any Subcontractor of the Host Practice).

Foundation Dentist: the individual that has been allocated a Training Placement within the Host Practice by HEIW and who shall receive the benefit of performance of this Agreement, the personal details of the individual Foundation Dentist shall be set out in sschedule 3.

General Dental Council (GDC): the statutory organisation established and the regulator for Dentist in Great Britain whose role is to protect, promote and maintain the health, safety and wellbeing of members of the public by upholding standards and public trust in Dentistry Services.

Good Industry Practice: using standards, practice, procedures and methods conforming with the Law and the General Dental Council in the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Host Responsibilities under the same or similar circumstances as those applicable to this Agreement, including in accordance with any codes of practice published by relevant trade associations.

HIW: Health Inspectorate Wales: the independent inspectorate and regulator of health care in Wales that regulate and inspect NHS services and independent healthcare providers in Wales against a range of standards, policies, guidance and regulations to highlight areas requiring improvement.

Host Practice Personnel: all employees to include the appointed Educational Supervisor, staff, other workers, agents and consultants of the Host Practice and of any Sub-Contractors who are engaged in the provision of the Host Responsibilities from time to time.

Host Responsibilities: the obligations, responsibilities and tasks to be performed by or on behalf of the Host Practice under this Agreement, as more particularly described in Schedule 1

Information: has the meaning given under section 84 of FOIA.

Initial Term: the period commencing on the Commencement Date and ending on the first anniversary of the Commencement Date.

Insolvency Event: where:

- a) the Host Practice suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
- b) the Host Practice commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Host Practice with one or more other companies or the solvent reconstruction of that other party;
- c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Host Practice (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Host Practice (being a company);
- e) the holder of a qualifying floating charge over the assets of the Host Practice (being a company) has become entitled to appoint or has appointed an administrative receiver;
- f) a person becomes entitled to appoint a receiver over the assets of the Host Practice or a receiver is appointed over the assets of the Host Practice;
- g) the Host Practice (being an individual) is the subject of a bankruptcy petition or order;
- h) a creditor or encumbrancer of the Host Practice attaches or takes possession of, or a distress, execution, sequestration or other such process is

levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

- i) any event occurs, or proceeding is taken, with respect to the Host Practice in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive); or
- j) the Host Practice suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- k) the Host Practice (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Law: means any legal provision the Host Practice must comply with including any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, whether in the UK or elsewhere.

Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Host Responsibilities including without limitation all requirements and registrations from the General Dental Council, Health Inspectorate Wales and the Performers List.

Performers List: any requirements as set out in the National Health Service (Performers Lists) (Wales) Regulations 2004.

Personal Data: as defined in the Data Protection Legislation.

Processor: as defined in the Data Protection Legislation.

Prohibited Act: the following constitute Prohibited Acts:

- a) to directly or indirectly offer, promise or give any person working for or engaged by NWSSP a financial or other advantage as an inducement or reward for any improper performance of a relevant function of activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- c) committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud NWSSP (iv) under the Modern Slavery Act 2015;
- d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.

Regulated Activity: in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

Regulated Activity Provider: shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.

Relevant Requirements: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010 and shall include any law relating to the Modern Slavery Act 2015.

Remediation Notice: a notice served by NWSSP in accordance with clause 29.1(a).

Replacement Host Responsibilities: any services that are identical or substantially similar to any of the Host Responsibilities provided by any Replacement Host Practice and which NWSSP receives in substitution for any of the Host Responsibilities following the termination or expiry of this Agreement.

Replacement Host Practice: any third party supplier of Replacement Host Responsibilities appointed by NWSSP from time to time.

Representatives: means, in relation to a party, its employees, officers, representatives and advisors.

Request For Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

Single Lead Employer: NHS Wales Shared Services Partnership (NWSSP) hosted by the Trust acting through its Committee which shall employ all foundation dentists in Wales.

Sub-Contract: any contract or agreement, or proposed contract or agreement, between the Host Practice and a third party pursuant to which that third party agrees to provide to the Host Practice the Host Responsibilities or any part of the Host Responsibilities.

Sub-Contractor: the third parties that enter into a Sub-Contract with the Host Practice.

Term: the period of the Initial Term as may be varied by:

- a) any Extension Period; or
- b) the earlier termination of this Agreement in accordance with its terms.

Termination Date: the date of expiry or termination of this Agreement.

Training Placement: the training placement of the Foundation Dentist within the Host Practice which has been selected and allocated by HEIW for the benefit of the Foundation Dentist

Training Placement Agreement: the legally binding agreement between HEIW and the Host Practice for the provision of training services for the benefit of the Foundation Dentist.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*).

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((*EU*) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended.

Working Day: Monday to Friday, excluding any public holidays in England and Wales.

Working Hours: any the period from 9 am to 5 pm on any Working Day.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation for the time being in force made under it.
- 1.9 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales and or Wales from time to time including as retained, amended, extended or re-enacted on or after exit day **OR** in EU member states from time to time.
- 1.10 A reference to **writing** or **written** includes fax OR e-mail save that official court proceedings shall not be accepted by email.
- 1.11 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.12 A reference in this Agreement to any other agreement or a document is a reference to such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

- 1.13 References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.14 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 If there is any conflict or inconsistency between the provisions in the main body of this Agreement and the Schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of this Agreement;
 - (b) Schedule 2 (Conditions Precedent) to this Agreement
 - (c) Schedule 1 (Host Practice Responsibilities) to this Agreement;
 - (d) Schedule 4 (Data processing); and
 - (e) the remaining Schedules to this Agreement.

Commencement, duration and status

2. Term and Conditions Precedent

- 2.1 This Agreement shall take effect on the Commencement Date, notwithstanding the date this Agreement is executed by the parties.
- 2.2 The Host Practice may only commence delivery of the Host Responsibilities under this Agreement when (1) the Conditions Precedent have been satisfied and (2) the Contract of Employment has been entered into in respect of such Host Responsibilities.
- 2.3 This Agreement shall (unless it is terminated in accordance with the terms of this Agreement or is otherwise lawfully terminated) terminate at the end of the Term.

3. Extending the initial term

- 3.1 NWSSP may extend this Agreement beyond the Initial Term by a further period or periods of up to 12 months as required in line with the Training Placement Agreement (each such extension together with any such extensions, being the "**Extension Period**"). If NWSSP wishes to extend this Agreement, it shall give the Host Practice at least 1 months' written notice of such intention before the expiry of the Initial Term or Extension Period.
- 3.2 If NWSSP gives such notice then the Term shall be extended by the period set out in the notice.
- 3.3 If NWSSP does not wish to extend this Agreement beyond the Initial Term this Agreement shall expire subject to any earlier termination in accordance with this Agreement on the expiry of the Initial Term and the provisions of clause 03 shall apply.
- 3.4 The parties acknowledge and accept that the term of this Agreement is directly linked to the term of the Training Placement Agreement and the Contract of Employment and the Host Practice shall agree and extend this Agreement in line with the terms of the Training Placement Agreement and upon the same date as any extension exercised by NWSSP in accordance with clause 3.1.
- 3.5 The Host Practice acknowledges and accepts that, NWSSP shall be the employer of the Foundation Dentist and shall not hold themselves out as such.

4. Due diligence and Host Practice's warranty

- 4.1 The Host Practice acknowledges and confirms that:
 - (a) NWSSP has delivered or made available to the Host Practice all of the information and documents that the Host Practice considers necessary or relevant for the performance of its obligations under this Agreement;
 - (b) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of NWSSP insofar as required for the operation of this Agreement pursuant to clause 4.1(a);

- (c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with NWSSP where required before the Commencement Date) of all relevant details relating to the performance of its obligations under this Agreement; and
- (d) it has entered into this Agreement and any other agreements with third parties as required in reliance on its own due diligence.
- (e) It accepts that the Foundation Dentist shall be employed by NWSSP and shall not hold themselves out as the employer nor act in a manner, which causes any third party to believe that the Foundation Dentist is their employee.

Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by NWSSP in respect of any information which is provided to the Host Practice by NWSSP and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

5. The obligations of the parties

Host Responsibilities

- 5.1 The Host Practice shall perform the Host Responsibilities with effect from the Commencement Date and for the duration of this Agreement in accordance with the provisions of this Agreement, including without limitation the Host Responsibilities detailed in Schedule 1.
- 5.2 The Host Practice accepts time is of the essence in delivery of, and the performance of the Host Responsibilities on the Commencement Date or any date agreed between the Parties.
- 5.3 The Host Practice shall provide at its own expense all Host Practice Personnel and Equipment required for the full and proper performance of the Host Responsibilities.
- 5.4 In the event that the Host Practice does not comply with the provisions of clause 5.1 in any way, NWSSP may serve the Host Practice with a notice in writing setting out the details of the Host Practice's default (a **Default Notice**).

Employers Responsibilities

- 5.5 NWSSP shall perform the Employer Responsibilities as required under this Agreement with effect from the Commencement Date and for the duration of this Agreement in accordance with the provisions of this Agreement, including without limitation the Employer Responsibilities detailed in Schedule 1.

6. NOT USED

7. Required standards

- 7.1 The Host Practice shall perform the Host Responsibilities, or procure that they are performed:
- (a) with reasonable skill and care and in accordance with the Good Industry Practice;
 - (b) in all respects in accordance with NWSSP's policies, procedures and requirements set out in 0; and detailed in <https://nwssp.nhs.wales/ourservices/lead-employer/>
 - (c) in accordance with all applicable Law
 - (d) in accordance with appropriate levels of security in respect of any use of computer systems and/or any related hardware and/or software it uses and shall ensure as far as possible any systems used are free from corrupt data, viruses, worms and any other computer programs which might cause harm or disruption to NWSSP's computer systems or NHS Wales systems generally.

8. Compliance

- 8.1 The Host Practice shall ensure that all Necessary Consents are in place to perform the Host Responsibilities and NWSSP shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 8.2 Where there is any conflict or inconsistency between the provisions of this Agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Host Practice has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the performance of the Host Responsibilities and the Host Practice has notified NWSSP in writing.

- 8.3 The Host Practice shall (and shall procure that the Host Practice Personnel shall) perform its obligations under this Agreement (including those in relation to the Host Responsibilities) in accordance with:
- (a) all applicable Law regarding health and safety; and
 - (b) Host Practice policies save where NWSSP policies are applicable as set out in clause 7.1(b) which shall at all times comply with the requirements of Good Industry Practice
- 8.4 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. The Host Practice shall instruct the Host Practice Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards in accordance with the applicable policies and procedures, which for the avoidance of doubt includes any hazards or otherwise caused by the COVID-19 Pandemic.
- 8.5 Without limiting the general obligation set out in clause 7, the Host Practice shall (and shall procure that the Host Practice Personnel shall):
- (a) perform its obligations under this Agreement (including those in relation to the Host Responsibilities) in accordance with:
 - (i) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) NWSSP's equality and diversity policy in respect of the Foundation Dentist and the Host Practice policy in respect of the Host Practice Personnel;
 - (iii) any other requirements and instructions which NWSSP reasonably imposes in connection with any equality obligations imposed on NWSSP at any time under applicable equality law;
 - (b) take all necessary steps, and inform NWSSP of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and
 - (c) at all times, comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement. The Host Practice shall also undertake, or refrain

from undertaking, such acts as NWSSP requests to enable NWSSP to comply with its obligations under the Human Rights Act 1998.

9. Premises and Assets and Equipment

- 9.1 The Host Practice warrants that it has in place appropriate leases and or licences and appropriate consents to provide the Host Responsibilities and occupy the premises at which the Host Responsibilities shall be performed.
- 9.2 The Host Practice shall ensure that it has all appropriate consents to allow NWSSP Representatives to visit the premises in accordance with any requirements set out in this Agreement.
- 9.3 The Host Practice shall ensure, at its own expense, that it has all necessary Equipment to perform its obligations under this Agreement.

10. NOT USED

11. NOT USED

12. NOT USED.

13. NOT USED

14. Staff

Personnel used to provide the Host Responsibilities

- 14.1 At all times, the Host Practice shall ensure that:
- (a) each of the Host Practice Personnel is suitably qualified and experienced, adequately trained and capable of performing any requirements set out in the Host Responsibilities in accordance with Schedule 1;
 - (b) there is an adequate number of Host Practice Personnel to perform any requirements set out in Schedule 1;

- (c) only those people who are authorised by the Host Practice (under the authorisation procedure to be agreed between the parties) are involved in performing the Host Responsibilities; and
- (d) all of the Host Practice Personnel comply with the Host Practice's own policies as required and in accordance with Good Industry Practice.
- (e) all Host Practice Personnel understand and have received appropriate training in respect of providing services within a health service environment and shall:
 - (i) observe the highest standards of hygiene, customer/patient care, courtesy and consideration; and
 - (ii) keep Confidential Information howsoever acquired relating to NWSSP, HEIW, the Foundation Dentist and or patients including but not limited to patient identity, clinical concerns and treatment, confidential and comply with the provisions of clause 26.

14.2 In so far as it relates to the performance of the Host Responsibilities the Host Practice shall replace any of the Host Practice Personnel who NWSSP reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Host Practice Personnel for any reason, the Host Practice shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Host Responsibilities.

14.3 The Host Practice shall maintain up-to-date personnel records on the Host Practice Personnel engaged in the performance of the Host Responsibilities and shall provide information to NWSSP as NWSSP reasonably requests of the Host Practice Personnel. The Host Practice shall ensure at all times that, it has the right to provide these records in compliance with the applicable Data Protection Legislation.

14.4 The Host Practice shall use its reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the performance of the Host Responsibilities is at least as good at the prevailing industry norm for similar services, locations and environments.

15. Safeguarding Children and Vulnerable adults

- 15.1 The parties acknowledge that the Host Practice is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 15.2 The Host Practice shall:
- (a) ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and
 - (b) monitor the level and validity of the checks under this clause 0 for each member of staff;
 - (c) not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to patients.
- 15.3 The Host Practice warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Host Practice in the performance of the Host Responsibilities is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 15.4 The Host Practice shall immediately notify NWSSP of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 05 have been met.
- 15.5 The Host Practice shall refer information about any person carrying out the performance of the Host Responsibilities to the DBS where it removes permission for such person to carry out the Host Responsibilities (or would have, if such person had not otherwise ceased to carry out the Host Responsibilities) because, in its opinion, such person has harmed or poses a risk of harm to the patients OR children OR vulnerable adults. The Host Practice acknowledges and accepts that NWSSP may be obliged to inform both the Local Health Board in which the Host Practice is situated geographically, HIW, HEIW and the General Dental Council where permission is removed for a person and the Host Practice shall make no objection in this regard.

Contract management

16. Meetings

- 16.1 The Authorised Representatives shall meet in accordance with any requirements set out in Schedule 1 and where not detailed as reasonably requested by NWSSP to assist both parties in performing their roles under this Agreement.

17. Monitoring

- 17.1 NWSSP may monitor the performance of the Host Responsibilities by the Host Practice as set out in the Schedule 1, and where not detailed provide information as reasonably requested by NWSSP to include a review of the timeliness of actions by both parties and consideration of any improvements that may be made.
- 17.2 The Host Practice shall co-operate, and shall procure that any Host Practice Personnel co-operate, with NWSSP in carrying out the monitoring referred to in clause 0 at no additional charge to NWSSP.

18. Change control and continuous improvement

- 18.1 NWSSP may at any time request, and the Host Practice may at any time recommend a Change to this Agreement, such Change shall be subject to the terms of this clause 18.
- 18.2 Until such Change is made, NWSSP and the Host Practice shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms before such Change.
- 18.3 Any work or services undertaken by the Host Practice and any Host Practice Personnel which has not been authorised in advance by a Change, and which has not been agreed in accordance with this clause 18 shall be undertaken entirely at the expense and liability of the Host Practice.
- 18.4 Where as a result of any discussions between NWSSP and the Host Practice a Change is proposed, such Change shall be submitted to the other party. Such proposal shall detail:

- (a) the Change;
- (b) a timetable for implementation;
- (c) any impact upon the terms of this Agreement;
- (d) proposed amendments to reflect any Change; and
- (e) confirm the expiry of the Change if such Change shall not be required for the Term of this Agreement.

18.5 The parties shall consider the proposed Change and may result in:

- (a) no further action;
- (b) a request to change this Agreement by NWSSP; or
- (c) a recommendation to change this Agreement by the Host Practice.

Where the proposed Change is agreed and accepted by both parties such Change shall form an addendum to this Agreement and shall be executed by both parties' authorised signatories.

18.6 The Host Practice shall have an ongoing obligation throughout the Term to identify new or potential improvements in the performance of the Host Responsibilities. As part of this obligation, the Host Practice shall identify and report to NWSSP's Authorised Representative as and when the Host Practice becomes aware of any suggested or proposed improvements to the operation of this Agreement. In particular, the Host Practice shall report to NWSSP on:

- (a) The emergence of new and evolving relevant technologies, which could improve the performance of the Host Responsibilities;
- (b) new or potential improvements to the performance of the Host Responsibilities including the quality, responsiveness, procedures, benchmarking methods, performance mechanisms and any patient support services or feedback;
- (c) new or potential improvements to the interfaces or integration between the Host Responsibilities and the Employer Responsibilities with other NHS Wales services or otherwise provided by third parties, NWSSP or other organisations which might result in efficiency, productivity gains or in reduction of operational risk benefitting the wider goals of the NHS Wales and NWSSP.

- 18.7 Any potential Changes highlighted as a result of the Host Practice's reporting in accordance with clause 18.6 shall be addressed by the parties as a Change.

19. Dispute resolution

- 19.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
 - (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred in the first instance to NWSSP's Assistant Director of Workforce and Organisational Development and a person of sufficient authority and seniority (the Nominee) as determined by the Host Practice noting that it would be beneficial for the Host Practice where possible to provide a different Nominee for each stage of the Dispute who shall attempt in good faith to resolve it; and
 - (c) if NWSSP's Assistant Director of Workforce and Organisational Development and the Host Practice's Nominee are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Dispute shall be referred to the Director of Workforce and Organisational Development and the Host Practice's Nominee who shall attempt in good faith to resolve it; and
 - (d) if NWSSP's Director and the Host Practice's Nominee are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 28 days after the date of the ADR notice.

- 19.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 45 which clause shall apply at all times.
- 19.3 The Parties acknowledge and accept that there may be circumstances where a dispute arises which involves HEIW. Where such circumstances arise either Party may invite HEIW to either join the dispute and or provide documentary evidence in respect of HEIW's position.
- 19.4 Where HEIW decides to join the Dispute clauses 19.1 shall be interpreted to include HEIW in addition to NWSSP and the Host Practice.

20. Sub-Contracting and assignment

- 20.1 Subject to clause 20.2, neither party shall assign novate, subcontract or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other party.
- 20.2 NWSSP shall be entitled to novate (and the Host Practice shall be deemed to consent to any such novation) the Agreement to any other body which:
- (a) Substantially performs any of the functions that previously had been performed by NWSSP; or
 - (b) Any other NHS organisation with the requisite power to perform such functions.
- 20.3 Provided that NWSSP has given prior written consent, the Host Practice shall be entitled to novate the Agreement where:
- (a) There has been a universal or partial succession into the position of the Host Practice, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another Host Practice that meets NWSSP's selection criteria.

Liability

21. Indemnities

- 21.1 Subject to clause 0, the Host Practice shall indemnify and keep indemnified NWSSP against all liabilities, costs, expenses, damages and losses incurred by NWSSP arising out of or in connection with:
- (a) the Host Practice's breach or negligent performance or non-performance of this Agreement;
 - (b) any claim made against NWSSP arising out of or in connection with performance of Host Responsibilities, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Host Practice or Host Practice Personnel;
 - (c) the enforcement of this Agreement.
- 21.2 The indemnity under clause 0 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by NWSSP are directly caused (or directly arise) from the negligence or breach of this Agreement by NWSSP or its Representatives.

22. Limitation of liability

- 22.1 Neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement.
- 22.2 Notwithstanding the provisions of clause 22.1 the Host Practice assumes responsibility for and acknowledges that NWSSP may, amongst other things, recover:
- (a) wasted expenditure;
 - (b) additional costs associated with placing the Foundation Dentist with another replacement Host Practice including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials insofar as applicable;
 - (c) losses incurred by NWSSP arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any Subcontract, Host Practice Personnel, regulator, patient or Foundation Dentist against NWSSP caused by the act or omission of the Host Practice; and

- (d) any costs, claims, losses, suffered by NWSSP for failure or delay by the Host Practice to commence delivery of the Host Responsibilities in accordance with and this Agreement.

22.3 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this Agreement, including any losses for which the relevant party is entitled to bring a claim against the other party pursuant to the indemnities in this Agreement.

22.6 Notwithstanding any other provision of this Agreement neither party limits or excludes its liability for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);
- (c) breach of any obligation as to title implied by statute; or
- (d) any other liability for which may not be limited under any applicable law.

23. Insurance

23.1 The Host Practice shall at its own cost effect and maintain, and or ensure that the Host Practice Personnel shall effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

- (a) public liability insurance with a limit of indemnity of not less than £10,000,000 (ten million pounds) in relation to any one claim or series of claims;
- (b) employer's liability insurance with a limit of indemnity in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims;
- (c) professional indemnity insurance with a limit of indemnity of not less than £10,000,000 (ten million pounds) in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Host Responsibilities hold and maintain appropriate cover;

(d) product liability insurance and any insurance required for the Host Practice use of Equipment;

(the **Required Insurances**). The cover shall be in respect of all risks which may be incurred by the Host Practice, arising out of the Host Practice's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Host Practice. Notwithstanding the levels of Required Insurances, it shall be the responsibility of the Host Practice to determine the amount that will be adequate to enable it to satisfy its potential liabilities under this Agreement. Accordingly, the Host Practice shall be liable to make good any deficiency if the proceeds of any insurance cover is insufficient to cover the settlement of any claim.

- 23.2 The Host Practice shall give NWSSP, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 23.3 If, for whatever reason, the Host Practice fails to give effect to and maintain the Required Insurances, NWSSP may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Host Practice.
- 23.4 The terms of any insurance or the amount of cover shall not relieve the Host Practice of any liabilities under the Agreement.
- 23.5 The Host Practice shall hold and maintain the Required Insurances for a minimum of six years following the expiration or earlier termination of the Agreement.
- 23.6 The Host Practice shall check that the Foundation Dentist has effected and maintains professional indemnity insurance as required by the Performers List.

23.7 Notwithstanding any provisions in this Agreement the parties note that NWSSP shall apply NHS Indemnity to their activities and obligations under this Agreement and is prevented from purchasing commercial insurance. NWSSP, through its hosting arrangement with Velindre University NHS Trust, is a member of the Welsh Risk Pool. For the avoidance of doubt this does not extend to any liabilities or otherwise of the Host Practice which the Host practice shall be responsible for in accordance with this Agreement.

23.8 Action in the event of a claim being brought

In the event of a claim being brought against any of the parties in respect of their responsibilities or activities covered by this agreement, it is important that the parties work in a collaborative way to reduce the overall costs.

As soon as claim is brought or notified, the party receiving details of the claim will notify the other party(s)

The matter will be passed to the insurers / legal representatives of the parties for analysis of the relevant duty-holder, liability and any apportionment

Information

24. Freedom of information

- 24.1 The Host Practice acknowledges that NWSSP is subject to the requirements of the FOIA and the EIRs. The Host Practice shall:
- (a) Provide all necessary assistance and cooperation as reasonably requested by NWSSP to enable NWSSP to comply with its obligations under the FOIA and EIRs;
 - (b) Transfer to NWSSP all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - (c) provide NWSSP with a copy of all Information belonging to NWSSP requested in the Request For Information which is in its possession or control in the form that NWSSP requires within 5 Working Days (or such other period as NWSSP may reasonably specify) of NWSSP 's request for such Information; and
 - (d) Not respond directly to a Request for Information unless authorised in writing to do so by NWSSP.
- 24.2 The Host Practice acknowledges that NWSSP may be required under the FOIA and EIRs to disclose Information (including any commercially sensitive information, which may have been presented to NWSSP) without consulting or obtaining consent from the Host Practice.

NWSSP shall take reasonable steps to notify the Host Practice of a Request For Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) NWSSP shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

- 24.3 Notwithstanding any other term of this Agreement, the Host Practice consents to the publication of this Agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs and any public sector exemptions.
- 24.4 NWSSP shall, where possible, prior to publication, consult with the Host Practice on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Host Practice shall assist and co-operate with NWSSP to enable NWSSP to publish this Agreement where required.

25. Data processing

- 25.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 05 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 05, **Applicable Laws** means (for so long as and to the extent that they apply to the Host Practice) the law of the European Union, the law of any member state of the European Union and/or Domestic UK law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 25.2 The parties acknowledge that for the purposes of the Data Protection Legislation, NWSSP is the Controller and the Host Practice is the Processor. Schedule 4 sets out the scope, nature and purpose of processing by the Host Practice, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 25.3 Without prejudice to the generality of clause 0, NWSSP will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Host Practice for the duration and purposes of this Agreement.

- 25.4 Without prejudice to the generality of clause 0, the Host Practice shall, in relation to any Personal Data processed in connection with the performance by the Host Practice of its obligations under this Agreement:
- (a) process that Personal Data only on the documented written instructions of NWSSP which are set out in Schedule 4, unless the Host Practice is required by Applicable Laws to otherwise process that Personal Data. Where the Host Practice is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Host Practice shall promptly notify NWSSP of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Host Practice from so notifying NWSSP;
 - (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by NWSSP, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of NWSSP has been obtained and the following conditions are fulfilled:
 - (i) NWSSP or the Host Practice has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Host Practice complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

- (iv) the Host Practice complies with the reasonable instructions notified to it in advance by NWSSP with respect to the processing of the Personal Data;
- (d) notify NWSSP immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- (e) assist NWSSP in responding to any request from a Data Subject and in ensuring compliance with NWSSP's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify NWSSP without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Agreement;
- (g) at the written direction of NWSSP, delete or return Personal Data and copies thereof to NWSSP on termination or expiry of the Agreement unless required by the Applicable Laws to store the Personal Data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 05 and allow for audits by NWSSP or NWSSP's designated auditor pursuant to clause 07 and immediately inform NWSSP if, in the opinion of the Host Practice, an instruction infringes the Data Protection Legislation.

25.5 The Host Practice shall indemnify NWSSP against any losses, damages, cost or expenses incurred by NWSSP arising from, or in connection with, any breach of the Host Practice's obligations under this clause 05.

25.6 Where the Host Practice intends to engage a Sub-Contractor pursuant to clause 20 and intends for that Sub-Contractor to process any Personal Data relating to this Agreement, it shall:

- (a) notify NWSSP in writing of the intended processing by the Sub-Contractor;

- (b) obtain prior written consent from NWSSP to the processing;
- (c) enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 05.

- 25.7 Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this clause 25 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).
- 25.8 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

Confidentiality

- 26.1 Subject to clause 28.2, each party shall keep the other party's Confidential Information confidential and shall not:
- (a) use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Agreement; or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 06.
- 26.2 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:
- (a) which the other party confirms in writing is not required to be treated as Confidential Information;
 - (b) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - (c) which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the FOIA or the EIRs;
 - (d) which is in or enters the public domain other than through any disclosure prohibited by this Agreement;

- (e) which a party can demonstrate was lawfully in its possession prior to receipt from the other party; or
- (f) which is disclosed by NWSSP on a confidential basis to any central or devolved government or regulatory body.

26.3 A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this Agreement, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,
- (c) and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 0.

26.4 The provisions of this clause 06 shall survive for a period of 6 years from the Termination Date.

27. Audit

27.1 During the Term and for a period of 6 years after the Termination Date, NWSSP (acting by itself or through its Representatives) may conduct an audit of the Host Practice, including for the following purposes:

- (b) to review the integrity, confidentiality and security of any data relating to NWSSP, the Foundation Dentists or any patients insofar as is applicable in connection with the performance of the obligations under this Agreement;
- (c) to review the Host Practice's compliance with the Data Protection Legislation, the FOIA, in accordance with clause 04 (Freedom of Information) and clause 05 (Data Protection) and any other legislation applicable to the performance of the Host Responsibilities;
- (d) to review any records created during the performance of the Host Responsibilities;

- (e) to review any books of account kept by the Host Practice in connection with the performance of the obligations under this Agreement;
- (f) to carry out the audit and certification of NWSSP's accounts, where applicable;
- (g) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which NWSSP has used its resources.

- 27.2 Except where an audit is imposed on NWSSP by a regulatory body or where NWSSP has reasonable grounds for believing that the Host Practice has not complied with its obligations under this Agreement, NWSSP may not conduct an audit under this clause 07 more than twice in any calendar year.
- 27.3 NWSSP shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Host Practice or delay the provision of the Host Responsibilities.
- 27.4 Subject to NWSSP's obligations of confidentiality, the Host Practice shall on demand provide NWSSP and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- (a) all information requested by the above persons within the permitted scope of the audit;
 - (b) reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Host Responsibilities; and
 - (c) access to the Host Practice Personnel.
- 27.5 NWSSP shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.
- 27.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this Agreement in any material manner by the Host Practice in which case the Host Practice shall reimburse NWSSP for all NWSSP's reasonable costs incurred in the course of the audit. If an audit identifies that the Host

Practice has failed to perform its obligations under this Agreement in any material manner, the parties shall agree and implement a remedial plan.

28. Intellectual property

28.1 In the absence of prior written agreement by NWSSP to the contrary, all Intellectual Property Rights created by the Host Practice or Host Practice Personnel:

- (a) in the course of performing the Host Responsibilities; or
- (b) exclusively for the purpose of performing the Host Responsibilities,

shall vest in NWSSP on creation.

28.2 The Host Practice shall indemnify NWSSP against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the Host Practice in performance of the Host Responsibilities, except to the extent that they have been caused by or contributed to by NWSSP 's acts or omissions.

29. Termination

29.1 NWSSP may terminate this Agreement in whole or part with immediate effect by the service of written notice on the Host Practice in the following circumstances:

- (a) if the Host Practice is in breach of any material obligation under this Agreement provided that if the breach is capable of remedy, NWSSP may only terminate this Agreement under this clause 29.1 if the Host Practice has failed to remedy such breach within the time limit set out in the notice or if no time limit has been set 7 days of receipt of notice from NWSSP (a **Remediation Notice**) to do so;
- (b) if the Host Practice is in breach of any material obligation under this Agreement which is not capable of remedy.

- (c) any action by the Host Practice, whether in relation to the Host Responsibilities and/or any obligations under this Agreement or otherwise, which in the reasonable opinion of NWSSP's Authorised Representative has or may cause significant harm to the reputation of NWSSP;
- (d) NWSSP serving 2 Remediation Notices in a rolling 6 month period or 5 Default Notices in a rolling 3 month period
- (e) the Host Practice repeatedly breaching any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement
- (f) If there is an Insolvency Event.
- (g) If there is a change of control of the Host Practice within the meaning of section 1124 of the Corporation Tax Act 2010.
- (h) If the Training Placement Agreement is terminated
 - (i) if the Contract of Employment is terminated
 - (j) if the Foundation Dentist fails to gain acceptance to the Performers Lists as set out in the Conditions Precedent
 - (k) if the Foundation Dentist is removed from the Performers Lists
- (l) If regulatory approval of the Host Practice to operate is withdrawn to include but not limited to withdrawal of approval from HIEW, HIW and or the GDC

29.2 NWSSP may terminate this Agreement in accordance with the provisions of this clause 29 and clause 30 and 32.

29.3 If this Agreement is terminated by NWSSP pursuant to this clause 29, such termination shall be at no loss or cost to NWSSP and the Host Practice hereby indemnifies NWSSP against any such losses or costs, which NWSSP may suffer because of any such termination.

30. Termination on notice

Without affecting any other right or remedy available to it, NWSSP may terminate this Agreement at any time by giving one months' written notice to the Host Practice.

31. Force majeure

- 31.1 Provided it has complied with the remaining provisions of this Clause 31, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.
- 31.2 The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.
- 31.3 The Affected Party shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event but not later than 30 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
 - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event.
- 31.3 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Host Practice cannot claim relief if the Force Majeure Event is one which, in accordance with Good Industry Practice, the Host Practice should have foreseen and provided for the cause in question.
- 31.4 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

- 31.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving 4 weeks' notice to the Affected Party.

32. Prevention of bribery and other illegal acts

- 32.1 The Host Practice represents and warrants that neither it, nor any Host Practice Personnel:
- (a) has committed a Prohibited Act;
 - (b) to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
 - (c) has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 32.2 The Host Practice shall promptly notify NWSSP if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 0 at the relevant time.
- 32.3 The Host Practice shall (and where applicable shall procure that, its Host Practice Personnel shall) during the Term:
- (a) not commit a Prohibited Act; and/or
 - (b) not do or omit to do anything that would cause NWSSP or any of NWSSP's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
 - (c) have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
 - (d) notify NWSSP (in writing) if it becomes aware of any breach of clause 0 or clause 0, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this Agreement.

- 32.4 The Host Practice shall maintain appropriate and up to date records showing all payments made by the Host Practice in connection with this Agreement and the steps taken to comply with its obligations under clause 0.
- 32.5 The Host Practice shall allow NWSSP and its third party representatives to audit any of the Host Practice's records and any other relevant documentation in accordance with clause 07.
- 32.6 If the Host Practice is in Default under this clause 02 NWSSP may by notice:
- (a) require the Host Practice to remove from performance of this Agreement any Host Practice Personnel whose acts or omissions have caused the Default; or
 - (b) immediately terminate this Agreement.
- 32.7 Any notice served by NWSSP under clause 0 shall specify the nature of the Prohibited Act, the identity of the Party who NWSSP believes has committed the Prohibited Act and the action that NWSSP has elected to take (including, where relevant, the date on which this Agreement shall terminate).

33. Consequences of termination or expiry

- 33.1 On the expiry of the Term or if this Agreement is terminated in whole or in part for any reason, the Host Practice shall co-operate fully with NWSSP to ensure an orderly migration of the Host Responsibilities to NWSSP or, at NWSSP 's request, a Replacement Host Practice.
- 33.2 On termination or expiry of this Agreement and/ or where reasonably so required by NWSSP the Host Practice shall procure that all data and other material belonging to NWSSP (and all media of any nature containing information and data belonging to NWSSP or relating to the Host Responsibilities), shall be delivered to NWSSP forthwith and the Host Practice Authorised Representative shall certify full compliance with this clause.
- 33.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue force on or after termination or expiry, clause 01 (Indemnities), clause 02 (Limitation of Liability), clause 03 (Insurance), clause 04 (Freedom of Information), clause 05 (Data Protection), clause 06 (Confidentiality), clause 07 (Audit), clause 29 (Termination

for Breach) and this clause 03 (Consequences of termination), shall remain in full force and effect.

- 33.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement, which existed at or before the Termination Date.

General provisions

34. Welsh Language Provisions

The Host Practice warrants and undertakes that it will not perform this Agreement in such a way as to render NWSSP in breach of its obligations in respect of the Welsh Language including but not limited to its obligations under the Government of Wales Act 2006, the Welsh Language Act 1993 or the Welsh Language (Wales) Measure 2011.

35. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

36. Rights and remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

37. Severability

- 37.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

- 37.2 If any provision or part-provision of this Agreement is deemed deleted under clause 0, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

38. Partnership or agency

- 38.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 38.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person save where this Agreement expressly states otherwise.

39. Third party rights

- 39.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party, which exists, or is available, apart from that Act.
- 39.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

40. Publicity

The Host Practice shall not:

- (a) make any press announcements or publicise this Agreement or its contents in any way; or
- (b) use NWSSP's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of NWSSP.

41. Notices

- 41.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to the address specified in Schedule 5.
- 41.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.
 - (c) if sent by email (save NWSSP shall not accept service of court proceedings by email), at the time of transmission, or if this time falls outside Working Hours in the place of receipt, when Working Hours resume. In this clause 0, Working Hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 41.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

42. Entire agreement

- 42.1 This Agreement and the documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 42.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or

negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

43. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

44. Wellbeing of Future Generations (Wales) Act 2015

The Host Practice shall assist NWSSP to meet its obligations under the Well-being of Future Generations (Wales) Act 2015 when performing the Host Responsibilities under the Agreement. Such assistance under this clause shall include providing NWSSP with information required to meet it or their annual reporting requirements under the Well-being of Future Generations (Wales) Act 2015.

45. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales as it applies in Wales.

46. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

Executed for and on behalf of NWSSP
Officer/Signatory

Authorised

Name:
Role:

Executed for and on behalf of NWSSP

Authorised Officer/Signatory
Name:
Role:

Where required in the presence of:

Name:
Role:

Signed by [name of director]

For and on behalf of the Host Practice

Authorised Signatory/Director

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Schedule 1

Introduction

Health Education & Improvement Wales (HEIW) is responsible for the training of approximately 2500 doctors and dentists in a variety of specialties across Wales. Training programmes often require trainees to rotate from one Health Board/NHS Trust to another organisation as frequently as every three months.

Theme six of the Together we Care framework (2017) set as a short term aim for the exploration of the potential to implement a single employer for trainee doctors and dentist in Wales by 2019. The HEIW annual plan 2019-20 includes a commitment to scoping options and implementation of single lead employer for all remaining trainees in Wales.

It was agreed in Autumn 2019 that NWSSP would expand its current role as the Single lead Employer for Speciality General Practitioner trainees to include Foundation Dentists, Pre-registration Pharmacists and Foundation, Core and Specialty Trainees not covered by Single Lead Employment arrangements. The Schedule below details of the key roles and responsibilities of the various parties subject to this Agreement.

Responsibilities of NWSSP

Prior to a formal offer of employment, the Foundation Dentist will have to satisfy NWSSP of a number of matters and NWSSP are required to do a number of checks as detailed below:

On boarding Checks and Salary

- Carry out pre-employment checks (on boarding) and ensure they comply with NHS Employment Checks standards. Confirm to Host Practices that all these checks have been completed satisfactorily.
- Issue all new starter documentation in line with the HEIW Code of Practice; Provision of Information for Postgraduate Medical Training requirements
- Ensure details of previous employment is collected as appropriate and establish the correct salary taking into consideration pay protection issues. .

Induction and Mandatory Training

- NWSSP will provide access to all NWSSP mandatory training requirements for the Foundation Dentist via an individual ESR link
<https://my.esr.nhs.uk/dashboard/web/velindre-nhs-trust>
 This will include but not limited to all those listed. For the avoidance of doubt this shall not include any clinical training.
 - Fire Safety Level 1
 - Manual Handling Level 1
 - Health & Safety Level 1
 - Information Governance Level 1
 - Violence and Aggression Module A
 - Treat Me Fairly Level 1
 - Safeguarding Children Level 1
 - Infection Control Level 1
 - Safeguarding Adults Level 1
 - Resuscitation Level 1

Occupational Health Services

- Ensure that initial pre-employment health screening is undertaken and where necessary, further screening and vaccinations completed and shall communicate any relevant results as required providing the Foundation Dentist consents to any such communication of information.
- Provide access to occupational health self-referrals and management referrals for Foundation Dentist during their employment with NWSSP. This should include access to counselling and employee wellbeing programmes.
- Work in partnership with HEIW to ensure that appropriate and timely support can be offered to Foundation Dentist.

Resignations

- Accept and acknowledge resignations from Foundation Dentist in writing and inform the Host Practice of receipt of any such resignation.

- Liaise with Host Practices and confirm the period of notice to be served for early resignations and inform HEIW of the resignations and the periods of notice to be served to enable HEIW to manage the Dental Foundation Training Programme.
- Calculate any annual leave entitlement that a Foundation Dentist may have outstanding on termination and liaise with payroll to ensure that correct payments are made and ensure the details of which are communicated to the Host Practice so they may plan accordingly.
- Send a copy of the resignation letter and the acknowledgment to HEIW and Host Practice.
- Ensure the Foundation Dentist record is updated on the NHS internal staff record management system ESR (Electronic Staff Record) and terminations are processed in a timely manner and communicated to the Host Practice as required.

Management of Attendance

- Liaise with and keep HEIW and the Host Practice informed of the management of long-term sickness absence in accordance with the appropriate NHS Wales's policy and advice from the occupational health service. This will enable HEIW to maintain records, manage, and if necessary, extend the training period to ensure the appropriate period of training has been undertaken.
- NWSSP will be responsible for managing sickness absence in line with the appropriate policy and in accordance with the legal requirements.

Parental, Adoption and Family Leave

- Process all requests for parental, adoption or family leave in accordance with the relevant policy.
- Notify the Host Practice and HEIW of any request made by a Foundation Dentist so that the impact on training and the Host Practices business can be considered.
- Advise HEIW of any implications that have arisen from the Host Practice undertaking the expectant mothers risk assessment.
- Notify the Host Practice and HEIW of any changes to the expected leave and return date of the Foundation Dentist.

Study leave

- Receive and process Foundation Dentist's requests for study leave approving both requests for time away from the workplace and processing study leave claim forms in accordance with HEIW study leave policy.
- Pay appropriate expenses in accordance with the HEIW study leave policy.

Less than Full Time Working/Training

- HEIW are responsible for considering any requests for less than full time working hours and shall determine the outcome in their sole discretion. NWSSP shall be responsible for ensuring the any required amendments to the pay and amendment to the Contract of Employment are completed to reflect the decision made by HEIW.

Annual Leave

- Calculating and confirming annual leave entitlements with Foundation Dentist and their Host Practices.
- Maintaining annual leave records by utilising the appropriate database (Intrepid/ESR) and ensuring annual leave entitlements are not exceeded.

Workforce Management.

- Provide advice on all queries related to Foundation Dentist's terms and conditions of service and contract enquiries.
- Provide senior level workforce management support and guidance for all operational and complex medical workforce management issues. Advise Foundation Dentist, Host Practices and HEIW on relevant employment policies.
- Provide expert workforce advice and support in line with the requirements laid out in Upholding Professional Standards (Wales).

Administrative Functions

- Maintain the Single Lead Employer web page to ensure it is up to date and informative for all users (Foundation Dentist, Host Practices, and HEIW).

Payroll Administration

- Upon receipt of new starter details, NWSSP will set up new starter records on ESR by interfacing with the HEIW intrepid system. Information will also be inputted related to identity checks, occupation health, information screening outcomes, DBS outcome, immigration etc.
- Pay Foundation Dentist in line with Welsh Government Regulations and or requirements.

- Update employment records for Foundation Dentist as necessary e.g. employee and contractual changes, allowances and deductions, temporary variations to pay and overpayment and underpayments via ESR.
- Manage salary sacrifice deductions such as childcare vouchers etc.
- Set up and maintain pay protection for Foundation Dentists as necessary.
- Preserve historical records of Foundation Dentist who have left in line with workforce/payroll department timescales and according to statutory requirements.
- Operate payroll deductions in accordance with HMRC and NHS Pensions.
- Make payment to Foundation Dentist bank accounts and provide payslips via ESR.
- Maintain sickness records and ensure all payments are in accordance with occupational and statutory sick rules.
- Maintain necessary maternity pay records to ensure compliance with occupational and statutory maternity pay scheme rules.
- Maintain required records of any necessary unpaid leave.
- Calculate industrial injury payments as necessary.
- Calculate and recover any overpayments as necessary.
- Inflating basic pay records for incremental progression and pay awards including the calculation of arrears
- Provide Foundation Dentist with an annual P60 form (and P11d were applicable) in accordance with HMRC regulations.
- Ensure all terms and conditions of service are adhered to in the maintenance of Foundation Dentist records and payment of salaries.
- Update tax codes for Foundation Dentist on receipt of notified changes from HMRC.
- Complete a P45 for leavers and make available on ESR with final payslip.
- Notify HMRC of appropriate amounts of tax and NI after each monthly payment is made.
- Make arrangements for the payment of tax and NI on a monthly basis in accordance with HMRC timescales.
- Provide other NHS organisations with a service history for Foundation Dentist who have taken up a new NHS post.
- Calculate and pay expense claims with salary payment.
- Check expense claims include appropriate sign off from authorised officers at each Host Practice.
- Manage relocation expenses where a Foundation Dentist is entitled to a relocation allowance.
- Advise on reimbursement of expenses for Foundation Dentist (excluding study leave).
- Provide pension services to include
 - Enrol Foundation Dentist into the NHS pension scheme on appointment
 - Issue NHS pension scheme booklet

- Maintain pension records for all Foundation Dentist
- Provide regular updates to the NHS pension's agency of any change of pension circumstances.
- Provide estimates to Foundation Dentist on request.
- Provide necessary information to Foundation Dentist about any changes to the scheme.
- Make appropriate deduction of existing added years contracts.
- Provide members with information on ways to increase NHS pension benefits. Set up necessary deductions from payroll.
- Provide Foundation Dentist with forms to enable them to transfer pensions from other schemes on request.
- Respond to NHS pension agency in all matters in respect of Foundation Dentist
- In the event of a death of a Foundation Dentist, correspond with the next of kin or solicitor to ensure pension entitlement forms are completed and identify any balance of salary due.
- Make arrangements for the pay over of pension contributions on a monthly basis to the NHS pension's agency.

Payment Mechanism/Financial Arrangements

- The NWSSSP shall raise monthly invoices to HEIW to recover the cost of the actual pay and non-pay costs incurred in the month.
- Each month NWSSP will issue electronic pay and non-pay schedules, detailing actual costs incurred, to the nominated HEIW finance contact. These will be issued by the last working day of the month to enable accurate recording of expenditure in the HEIW accounts. These schedules will provide the:
 - gross pay cost per Foundation Dentist in Training
 - non pay costs for the Foundation Dentist in Training
 - location of their current rotation
 - details of the training grant and service costs paid in month

These schedules will be provided in a standard format and may be refined to suit the needs of both NWSSP and HEIW as required.

Consideration will be given to the transfer of Foundation Dentists in Training onto the automated recharge process through ESR in due course, noting that an element of manual recharging will still be required for the training grant and service cost recharges.

Responsibilities of the Host Practice

Placement Management

- Provision of a safe working and training environment for Foundation Dentist.
- Ensure the Foundation Dentist is managed in accordance with any applicable NWSSP policies and procedures <https://nwssp.nhs.wales/ourservices/lead-employer/>
- The Host Practice will ensure policies are in place and enforced to ensure that its employees, workers, agents and sub-contractors do not unlawfully discriminate, bully, undermine or harass Foundation Dentist. Where this occurs, it is the responsibility of the Host Practice to investigate the concerns raised and feedback the findings to HEIW and NWSSP.
- The Host Practice will cooperate with any investigations as instituted by the Lead Employer
- The Host Practice will ensure that it has a health and safety policy which sets out its responsibilities under current Health and Safety Legislation and applies the same to ensure the wellbeing and safety of the Foundation Dentist and staff generally;
- The Host Practice will provide all Personal Protective Equipment for Foundation Dentists and ensure that the PPE complies with current government and public health guidelines which shall include any specialist PPE required by a Foundation Dentist with protected characteristics so that Foundation Dentist may practice and work safely.
- Provide Foundation Dentist with a practice induction
- Ensure Foundation Dentist are issued with rotas for proposals for working hours,
- Ensure mechanisms are in place to monitor and confirm that the hours of work for Foundation Dentist meet Working Time Regulations.
- Provide Foundation Dentist with rotas 2 weeks prior to their start date in accordance with the HEIW Code of Practice; Provision of Information for Postgraduate Medical Training requirements
- Ensure that the Foundation Dentist is not required to do anything that does or could breach their employment contract.

- If a resignation is submitted to Host Practice or the Host Practice aware that a resignation is submitted to HEIW the Host Practice shall ensure the resignation is forwarded to NWSSP, receipt of which shall be acknowledged and actioned accordingly by NWSSP.

Ensure any reporting requirements in relation to leave are made by the 10th of the following month to enable NWSSP to fulfil the Employer Responsibilities.

Management of Attendance

- Ensure mechanisms are in place for Foundation Dentist to report sickness absence.
- Ensure mechanisms are in place that sickness absence is reported to NWSSP in a timely manner and in any format agreed with NWSSP .

Data and information sharing

- To ensure that HEIW can discharge its responsibilities under the Responsible Officer regulations by ensuring concerns raised about the performance of a Foundation Dentist which might be relevant to their fitness to practice are brought to the attention of all parties.
- Where appropriate the Host Practice shall make available an appropriate person to undertake investigations on behalf of NWSSP in respect of the Foundation Dentist. To forward any resignations, absences and approved requests for study and professional leave to NWSSP within 5 working days. Provide NWSSP with such information and assistance as it may reasonably require to carry out its obligations as the employer of the Foundation Dentist and ensure that such information is accurate.
- Approve and notify NWSSP of any study leave requests in accordance with HEIW study leave policy

Schedule 2 Conditions Precedent

1. It shall be a condition precedent to commencement of the delivery of the Host Responsibilities that:
 - (a) All pre-employment checks have been completed. Such checks shall be carried out by NWSSP once in receipt of required information from the Foundation Dentist. NWSSP shall be responsible for carrying out such checks and once completed and deemed satisfactory NWSSP shall communicate to the Host Practice that such checks have been completed and delivery of the Host Responsibilities may commence; and
 - (b) The Foundation Dentist has registered with the General Dental Council. The Foundation Dentist shall be responsible for registering with the General Dental Council and shall provide evidence of this registration to the Host Practice and NWSSP. Once confirmation is received delivery of the Host Responsibilities may commence.

Schedule 3 Foundation Dentist Personal Details

Name

Address

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Schedule 4 Data Processing Agreement

Processing by the Host Practice

1. Scope The scope shall outline the processing of data by Host Practice during the Dental Foundation Training Programme. The scope of Processing by the Host Practice is in accordance with the Training Placement Agreement between HEIW and the Host Practice. The Host Practice shall provide information and cooperate with NWSSP in hosting the Foundation Dentist. Thus the scope outlines the Management Arrangements between NHS Wales Shared Services Partnership (NWSSP) and Dental Practices who will act as Host Organisations as part of the expansion of the NWSSP Single Lead Employer (SLE) Function. The functions and roles of each are detailed in Schedule 1 above.

1.1 Nature

The Nature of Processing in accordance to Data Protection legislation will include collection, recording, structuring, modification, storage, retrieval, disclosure, dissemination, comparison, restriction, erasure, destruction and communication.

1.2 Purpose of processing

Personal data processing and the responsibilities have been outlined in Schedule 1 above and those within Data Protection Legislation for this agreement will include:

Payroll

Staff Administration

Management of personnel

Occupational risk management

Education

Employee Monitoring

Administrative and fiscal management

Reimbursement of costs

Recruitment and selection

1.3 Duration of processing

Any processing shall take effect on the Commencement Date, notwithstanding the date this Agreement is executed by the parties.

The Host Practice may only commence processing in line with the Host Responsibilities under this Agreement when (1) the Conditions Precedent have been satisfied and (2) the Contract of Employment has been entered into in respect of such Host Responsibilities.

The processing, and therefore, this Agreement shall (unless it is terminated in accordance with the terms of this Agreement or is otherwise lawfully terminated) terminate at the end of the Term.

2. Types of Personal Data

The types of personal data to be utilised for the processes within this agreement will only be used for the purposes described in Schedule 1 above.

Under Article 6 of the General Data Protection Regulation the legal basis for processing personal data in line with this agreement would be:

- (a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
- (b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;
- (c) processing is necessary for compliance with a legal obligation to which the controller is subject;
- (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- (f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party.

In regards to the processing of sensitive data categories, Article 9 conditions apply:

- (a) the data subject has given explicit consent to the processing of those personal data for one or more specified purposes;
- (b) processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject;
- (h) processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law or pursuant to contract with a health professional.

However, the Host Practice will need to consider the legal bases for processing and satisfy themselves that the use of personal and sensitive personal data for the purposes and responsibilities highlighted in Schedule 1 and this agreement are compatible.

3. Categories of Data Subject

Data Subjects under Data Protection Legislation means 'an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier'.

Data Subjects in the context of this agreement could include:

- Current personnel
- Potential personnel (job applicants)
- Former personnel
- Contractors/consultants/freelancers
- Temporary agency workers
- Students
- Directors
- Employees' family members
- Public officers

Processing by NWSSP

1. Scope

The scope covers the processing activities by NHS Wales Shared Services Partnership (NWSSP) whereas the organisation shall employ and provide employment services to the Foundation Dentist and where the Host Practice shall provide information and cooperation with NWSSP in the hosting of the Foundation Dentist. Thus the scope outlines the Management Arrangements between NHS Wales Shared Services Partnership (NWSSP) and Dental Practices who will act as Host Organisations as part of the expansion of the NWSSP Single Lead Employer (SLE) Function. The roles and functions of each organisation are highlighted above in Schedule 1.

1.1 Nature

The Nature of Processing in accordance to Data Protection legislation will include collection, recording, structuring, modification, storage, retrieval, disclosure, dissemination, comparison, restriction, erasure, destruction and communication.

1.2 Purpose of processing

Personal data processing and the responsibilities have been outlined in Schedule 1 above and those within Data Protection Legislation for this agreement will include:

Payroll

Staff Administration

Management of personnel

Education

Employee Monitoring

Administrative and fiscal management

Reimbursement of costs

Recruitment and selection

1.3 Duration of processing

Any processing shall take effect on the Commencement Date, notwithstanding the date this Agreement is executed by the parties.

The Host Practice may only commence processing in line with the Host Responsibilities under this Agreement when (1) the Conditions Precedent have been satisfied and (2) the Contract of Employment has been entered into in respect of such Host Responsibilities.

The processing, and therefore, this Agreement shall (unless it is terminated in accordance with the terms of this Agreement or is otherwise lawfully terminated) terminate at the end of the Term.

2. Types of Personal Data

The types of personal data to be utilised for the processes within this agreement will only be used for the purposes described in Schedule 1.

Under Article 6 of the General Data Protection Regulation the legal basis for processing personal data in line with this agreement would be:

- (a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
- (b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;
- (c) processing is necessary for compliance with a legal obligation to which the controller is subject;
- (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- (f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party.

In regards to the processing of sensitive data categories, Article 9 conditions apply:

- (a) the data subject has given explicit consent to the processing of those personal data for one or more specified purposes;
- (b) processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject;
- (h) processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law or pursuant to contract with a health professional.

3. Categories of Data Subject

Data Subjects under Data Protection Legislation means 'an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier'.

Data Subjects in the context of this agreement could include:

Current personnel

Potential personnel (job applicants)

Former personnel

Contractors/consultants/freelancers

Temporary agency workers

Students

Directors

Schedule 5 Authorised Representatives

CONTRACT MANAGEMENT

1. AUTHORISED REPRESENTATIVES

1.1 NWSSP initial Authorised Representative: (INSERT DETAILS)

1.2 The Host Practice initial Authorised Representative: [INSERT DETAILS]

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**Agreement Relating to the Employment of
Foundation Doctors, Foundation Dentists, Pre-registration
Pharmacists, Core Medical and Dental Trainees and Specialty
Medical and Dental Training Registrars and Specialty General
Practice Registrars in Wales**

Between

**Velindre University NHS Trust (On behalf of NHS Wales Shared
Services Partnership)**

And

Health Education and Improvement Wales (HEIW)

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Schedule 3 Authorised Representatives

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- (1) Velindre University NHS Trust (the Trust) acting through its statutory committee of NHS Wales Shared Services Partnership of 4-5 Charnwood Court, Heol Billingsley, Parc Nantgarw CF15 7QZ (**NWSSP**)
- (2) Health Education Improvement Wales of Ty Dysgu, Cefn Coed, Nantgarw CF15 7QQ (**HEIW**)

- (A) NHS Wales Shared Service Partnership (NWSSP) was established pursuant to the Velindre National Health Service Trust Shared Services Committee (Wales) Regulations 2012. NWSSP is hosted by Velindre University NHS Trust and is responsible for exercising the Trust's functions in relation to shared services, policy and strategy and the management and provision of shared services to the health service in Wales.
- (B) The Health Education and Improvement Wales (Establishment and Constitution) Order 2017 sets out Health Education and Improvement Wales (HEIW) principal functions. HEIW must exercise their functions in relation to the planning, commissioning and delivery of education and training for persons in the provision of health services. To ensure consistency of standards and develop a Wales wide approach to training it has been determined that all Foundation Doctors, Foundation Dentists, Pre-registration Pharmacists, Core Medical and Dental Trainees and Specialty Medical and Dental Training Registrars and Specialty General Practice Registrars (hereinafter referred to as Trainees) in Wales shall be employed by a single lead employer NWSSP.
- (C) HEIW have requested that NWSSP become the Single Lead Employer and employ all Trainees in Wales. The success of the employment relationship is dependent on the cooperation of both NWSSP and HEIW, both of whom carry out duties to ensure the Trainees are able to demonstrate completion of their relevant Training Scheme and gain registration with their relevant professional body. It is proposed this Agreement shall govern the relationship between NWSSP and HEIW during the Training Schemes. NWSSP shall employ and provide employment services to Trainees and HEIW shall provide information and cooperate with NWSSP in hosting the Trainees.
- (D) This Agreement sets out the obligations and responsibilities of HEIW and NWSSP to enable the employment of the Trainees and the obligations of NWSSP and HEIW in managing the employment relations as set out in this Agreement.
- (E) This Agreement is an 'NHS Contract' within the meaning of section 7 of the NHS (Wales) Act 2006 and is not legally binding. Notwithstanding, the Parties

agree to act in good faith and in accordance with the provisions stated in this Agreement.

IT IS AGREED AS FOLLOWS

1. Definitions and Interpretation

- 1.1 The following definitions and rules of interpretation in this clause apply in this Agreement.

Accountable Officer: the persons respectively designated by NWSSP and HEIW under the Dispute Resolution Procedure;

Authorised Representatives: the persons respectively designated as such by NWSSP and HEIW, the first such persons being set out in Schedule 3.

Bribery Act: the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: 30/7/2020

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this Agreement, including but not limited to:

- a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, Host Organisation or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- b) any information developed by the parties in the course of carrying out this Agreement;
- c) Personal Data.

Contract of Employment: the legally binding terms and conditions of employment offered by NWSSP and accepted by the Trainees.

Controller: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Data Subject: as defined in the Data Protection Legislation.

Default: any breach of the obligations of the relevant party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence of statement:

- a) in the case of NWSSP, of its employees, servants, agents;
- b) in the case of HEIW, of its employees, servants, agents;

in connection with or in relation to this Agreement and in respect of which such party is liable to the other.

Dispute Resolution Procedure: the procedure set out in clause 10.

Educational Supervisor: the individual appointed to HEIW to oversee the training of the Trainees during their enrolment on the Pharmacist, Dentist or Medical Training Programme.

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Employer Responsibilities: the obligations, responsibilities and tasks to be performed by or on behalf of NWSSP under this Agreement, as more particularly described in Schedule 1 (Employer Responsibilities).

Exit Day: has the meaning set out in the European Union (Withdrawal) Act 2018.

Extension period: shall have the meaning given to it in clause 3.1.

FOIA: the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure: any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- f) collapse of buildings, fire, explosion or accident; and
- g) any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to HEIW's workforce).

GDC: General Dental Council: the statutory organisation which regulates dental professionals in the United Kingdom. It keeps an up-to-date register of all qualified

dentists and other dental care professionals such as: dental hygienists, dental therapists, dental nurses, dental technicians and clinical dental technicians. It was established in 1956 to set and maintain standards in UK dentistry, with the aims of protecting the general public from unqualified dental professionals.

GMC: General Medical Council: the statutory organisation that maintains the official register of medical practitioners within the United Kingdom. Its chief responsibility is to "protect, promote and maintain the health and safety of the public" by controlling entry to the register, and suspending or removing members when necessary. It also sets the standards for medical schools in the UK. Membership of the register confers substantial privileges under Part VI of the Medical Act 1983. It is a criminal offence to make a false claim of membership. The GMC is supported by fees paid by its members, and it became a registered charity in 2001.

GPhC: General Pharmaceutical Council: the statutory organisation established and the regulator for pharmacists, pharmacy technicians and registered pharmacies in Great Britain whose role is to protect, promote and maintain the health, safety and wellbeing of members of the public by upholding standards and public trust in pharmacy.

Good Industry Practice: using standards, practice, procedures and methods conforming with the Law and the General Pharmaceutical Council in the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Host Responsibilities under the same or similar circumstances as those applicable to this Agreement, including in accordance with any codes of practice published by relevant trade associations.

HIW: Health Inspectorate Wales: the independent inspectorate and regulator of health care in Wales that regulate and inspect NHS services and independent healthcare providers in Wales against a range of standards, policies, guidance and regulations to highlight areas requiring improvement.

HEIW Personnel: all employees to include staff, other workers, agents and consultants of HEIW who are engaged in the provision of the Host Responsibilities from time to time.

HEIW Responsibilities: the obligations, responsibilities and tasks to be performed by or on behalf of HEIW under this Agreement, as more particularly described in Schedule 1 (HEIW Responsibilities).

Information: has the meaning given under section 84 of FOIA.

Initial Term: the period commencing on the Commencement Date and ending on the first anniversary of the Commencement Date.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each

case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Law: means any legal provision HEIW must comply with including any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, whether in the UK or elsewhere.

Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Host Responsibilities including without limitation all requirements and registrations from the General Pharmaceutical Council, the General Dental Council, the General Medical Council and Health Inspectorate Wales.

Personal Data: as defined in the Data Protection Legislation.

Processor: as defined in the Data Protection Legislation.

Prohibited Act: the following constitute Prohibited Acts:

- a) to directly or indirectly offer, promise or give any person working for or engaged by a Party a financial or other advantage as an inducement or reward for any improper performance of a relevant function of activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- c) committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud a Party (iv) under the Modern Slavery Act 2015;
- d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.

Relevant Requirements: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010 and shall include any law relating to the Modern Slavery Act 2015.

Representatives: means, in relation to a party, its employees, officers, representatives and advisors.

Request For Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

Single Lead Employer: NHS Wales Shared Services Partnership (NWSSP) hosted by Velindre NHS Trust acting through its Committee which shall employ all Trainees in Wales.

Term: the period of the Initial Term as may be varied by:

- a) any Extension Period; or
- b) the earlier termination of this Agreement in accordance with its terms.

Termination Date: the date of expiry or termination of this Agreement.

Trainee: the individual that has been allocated a Training Placement within HEIW by HEIW and who shall receive the benefit of performance of this Agreement.

Training Scheme: the training scheme required by Welsh Government in exercise of its devolved duties for pharmacist, dental and medical training in Wales. The number of Trainees in any one year is directed by Welsh Government. Welsh Government are responsible for setting the policy and funding the scheme, such funds are passed to HEIW in order for them to fund Host Organisations and allocate training placements for Trainees.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Working Day: Monday to Friday, excluding any public holidays in England and Wales.

Working Hours: the period from 9.00 m to 5.00pm on any Working Day.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation for the time being in force made under it.
- 1.8 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales and or Wales from time to time including as retained, amended, extended or re-enacted on or after Exit Day **OR** in EU member states from time to time.
- 1.9 A reference to **writing** or **written** includes fax OR e-mail save that official court proceedings shall not be accepted by email.
- 1.10 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference in this Agreement to any other agreement or a document is a reference to such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.12 References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 If there is any conflict or inconsistency between the provisions in the main body of this Agreement and the schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the Agreement;
 - (b) Schedule 1 (Specification) to this Agreement;
 - (c) Schedule 2 (Data Processing); and
 - (d) the remaining schedules to this Agreement

Commencement, duration and status

2. Term and Conditions Precedent

- 2.1 This Agreement shall take effect on the Commencement Date.
- 2.2 This Agreement shall (unless it is terminated in accordance with the terms of this Agreement or is otherwise lawfully terminated) terminate at the end of the Term.

3. Extending the initial term

- 3.1 The Parties may extend this Agreement beyond the Initial Term by a further period or periods of up to 12 months (each such extension together with any such extensions, being the "**Extension Period**"). If a Party wishes to extend this Agreement, it shall give at least 1 months' written notice of such intention before the expiry of the Initial Term or Extension Period.
- 3.2 If a Party gives such notice then the Term shall be extended by the period set out in the notice. For the avoidance of doubt any extension of this Agreement shall not entitle a Party to any increase or other Charges whatsoever.
- 3.3 If a Party does not wish to extend this Agreement beyond the Initial Term this Agreement shall expire subject to any earlier termination in accordance with this Agreement on the expiry of the Initial Term and the provisions of clause 19 shall apply.

The obligations of the parties

4. Supply of services

HEIW Responsibilities

- 4.1 HEIW shall provide the roles and responsibilities with effect from the Commencement Date and for the duration of this Agreement in accordance with the provisions of this Agreement, including without limitation Schedule 1.

Employers Responsibilities

- 4.2 NWSSP shall provide the roles and responsibilities with effect from the Commencement Date and for the duration of this Agreement in accordance with the provisions of this Agreement, including without limitation Schedule 1.

5. Required standards

- 5.1 The Parties shall perform their Responsibilities, or procure that they are performed :
- (a) with reasonable skill and care and in accordance with Good Industry Practice;
 - (b) in all respects in accordance with NWSSP's policies, procedures and requirements detailed in <https://nwssp.nhs.wales/ourservices/lead-employer/>
 - (c) in accordance with all applicable Law;
 - (d) in accordance with appropriate levels of security in respect of any use of computer systems and/or any related hardware and/or software it uses and

shall ensure as far as possible any systems used are free from corrupt data, viruses, worms and any other computer programs which might cause harm or disruption to a Party's computer systems or NHS Wales systems generally.

6. Compliance

- 6.1 HEIW shall ensure that all Necessary Consents are in place to perform its responsibilities and NWSSP shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 6.2 Where there is any conflict or inconsistency between the provisions of this Agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that HEIW has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the for performance of HEIW's Responsibilities and HEIW has notified NWSSP in writing.
- 6.3 HEIW shall (and shall procure that HEIW's Personnel shall) perform its obligations under this Agreement (including those in relation to the HEIW's Responsibilities) in accordance with:
 - (a) all applicable Law regarding health and safety; and
 - (b) HEIW's policies which shall at all times comply with the requirements of Good Industry Practice,
- 6.4 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. Each Party shall instruct their Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 6.5 Without limiting the general obligation set out in clause 5, HEIW shall:
 - (a) perform its obligations under this Agreement (including those in relation to HEIW's responsibilities) in accordance with:
 - (i) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) NWSSP's equality and diversity policy;
 - (iii) any other requirements and instructions which NWSSP reasonably imposes in connection with any equality obligations imposed on NWSSP at any time under applicable equality law;
 - (b) take all necessary steps, and inform NWSSP of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and

- (c) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement. HEIW shall also undertake, or refrain from undertaking, such acts as NWSSP requests so as to enable NWSSP to comply with its obligations under the Human Rights Act 1998.

Personnel used to provide the HEIW's Responsibilities

7.1 At all times, the HEIW shall ensure that:

- (a) each of HEIW's Personnel is suitably qualified and experienced, adequately trained and capable of providing performing any requirements set out in HEIW's Responsibilities in accordance with Schedule 1;
- (b) there is an adequate number of HEIW's Personnel to provide the perform any requirements set out in Schedule 1;
- (c) only those people who are authorised by HEIW (under the authorisation procedure to be agreed between the Parties) are involved in performing the HEIW's responsibilities; and
- (d) all of HEIW's Personnel comply with HEIW's own policies as required and in accordance with Good Industry Practice.
- (e) all HEIW's Personnel understand and have received appropriate training in respect of providing services within a health service environment and shall:
 - (i) observe the highest standards of hygiene, customer/patient care, courtesy and consideration; and
 - (ii) keep Confidential Information howsoever acquired relating to NWSSP, HEIW, the Trainee and or patients including but not limited to patient identity, clinical concerns and treatment, confidential and comply with the provisions of clause 14.

7.2 HEIW shall maintain up-to-date personnel records on HEIW's Personnel engaged in the performance of HEIW Responsibilities and shall provide information to NWSSP as NWSSP reasonably requests of HEIW's Personnel. HEIW shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.

Contract management

8. Meetings

8.1 The Authorised Representatives shall meet in accordance with any requirements set out in Schedule 1.

9. Monitoring

- 9.1 The Parties may monitor the performance of their respective responsibilities as set out in the Schedule 1.
- 9.2 The Parties shall co-operate, and shall procure that personnel co-operate, with each other in carrying out the monitoring referred to in clause 9.1 at no additional charge to either Party.

Dispute Resolution

- 10.1 The Parties shall each appoint a person to be the Accountable Officer who shall be the duly authorised representative of that Party for all purposes relating to this Agreement.
- 10.2 In the event that a Party intends to replace its Accountable Officer it shall give the other Party 14 days' notice in writing of such intention.
- 10.3 The Parties shall ensure that there is efficient and timely communication between them on all aspects of the Agreement and will secure the attendance and effective participation of their respective Accountable Officers at project meetings.
- 10.4 The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiation between the Accountable Officers.
- 10.5 Where such a dispute cannot be resolved between the Accountable Officers or their representatives, it shall be referred to NWSSP's Managing Director and the HEIW'S Representative.
- 10.6 Where such a dispute cannot be resolved between NWSSP's Managing Director and the HEIW's Representative or their representatives, it shall be referred to the NWSSP Dispute Resolution Procedure.
- 10.7 If the Parties are unable to resolve such dispute within 28 days of any such referral then either Party may refer the matter to mediation in accordance with the NWSSP Dispute Resolution Procedure.

Liability

11. Indemnities

HEIW

- 11.1 Subject to clause 11.2, HEIW shall indemnify and keep indemnified NWSSP against all liabilities, costs, expenses, damages and losses incurred by NWSSP arising out of or in connection with:
- (a) HEIW's breach or negligent performance or non-performance of this Agreement;
 - (b) any claim made against NWSSP arising out of or in connection with performance of HEIW's Responsibilities, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by HEIW or HEIW Personnel;
 - (c) the enforcement of this Agreement.
- 11.2 The indemnity under clause 11.2 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by NWSSP are directly caused (or directly arise) from the negligence or breach of this Agreement by NWSSP or its Representatives.

NWSSP

- 11.3 Subject to clause 11.4, NWSSP shall indemnify and keep indemnified HEIW against all liabilities, costs, expenses, damages and losses incurred by HEIW arising out of or in connection with:
- (a) NWSSP's breach or negligent performance or non-performance of this Agreement;
 - (b) any claim made against HEIW arising out of or in connection with performance of NWSSP Responsibilities, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by NWSSP or NWSSP Personnel;
 - (c) the enforcement of this Agreement.
- 11.4 The indemnity under clause 11.3 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the HEIW are directly caused (or directly arise) from the negligence or breach of this Agreement by HEIW or its Representatives.
- 11.5 Neither Party shall be liable to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement.
- 11.6 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this Agreement, including any

losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Agreement.

- 11.7 Notwithstanding any other provision of this Agreement neither Party limits or excludes its liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);
 - (c) breach of any obligation as to title implied by statute; or
 - (d) any other liability for which may not be limited under any applicable law.

Determination of liability

11.8 In the event of a claim brought against either NWSSP or HEIW in connection with the activities under this agreement, the matter will be referred to the Legal & Risk Services Department in order to a detailed analysis duties, liability and any apportionment.

Information

12. Freedom of information

The Parties acknowledges that they are subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and, should the request relate to the Service, shall assist and co-operate with each other to enable the Party, by whom the request has been received, to comply with disclosure requirements under the FOIA.

13. Data Processing

- 13.1 The Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation. In this clause 13, **Applicable Laws** means (for so long as and to the extent that they apply to HEIW the law of the European Union, the law of any member state of the European Union and/or Domestic UK law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 13.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, NWSSP is the Controller and HEIW is the Processor. Schedule 2 sets out the scope, nature and purpose of processing by HEIW, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 13.3 Without prejudice to the generality of clause 13.1, NWSSP will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to HEIW for the duration and purposes of this Agreement.

13.4 Without prejudice to the generality of clause 13.1, HEIW shall, in relation to any Personal Data processed in connection with the performance by HEIW of its obligations under this Agreement:

- (a) process that Personal Data only on the documented written instructions of NWSSP which are set out in Schedule 2, unless HEIW is required by Applicable Laws to otherwise process that Personal Data. Where HEIW is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, HEIW shall promptly notify NWSSP of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit HEIW from so notifying NWSSP;
- (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by NWSSP, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of NWSSP has been obtained and the following conditions are fulfilled:
 - (i) NWSSP or HEIW has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) HEIW complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) HEIW complies with the reasonable instructions notified to it in advance by NWSSP with respect to the processing of the Personal Data;
- (d) notify NWSSP immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;

- (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
 - (e) assist NWSSP in responding to any request from a Data Subject and in ensuring compliance with NWSSP's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify NWSSP without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Agreement;
 - (g) at the written direction of NWSSP, delete or return Personal Data and copies thereof to NWSSP on termination or expiry of the Agreement unless required by the Applicable Laws to store the Personal Data;
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by NWSSP or NWSSP's designated auditor pursuant to clause 14 and immediately inform NWSSP if, in the opinion of HEIW, an instruction infringes the Data Protection Legislation.
- 13.5 HEIW shall indemnify NWSSP against any losses, damages, cost or expenses incurred by NWSSP arising from, or in connection with, any breach of HEIW's obligations under this clause 13.
- 13.7 Either Party may, at any time on not less than 30 Working Days' written notice to the other Party, revise this clause 13 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).
- 13.8 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

Confidential Information

- 14.1 The Parties shall at all times keep confidential, and ensure that their employees and agents keep confidential, any information relating to the business and affairs of the other Party. Neither Party shall disclose any confidential information of the other Party without the prior written consent of the other Party.
- 14.2 This clause shall not apply to information which a Party is required by law or by an order of the court to disclose.

- 14.3 The obligations of each Party shall continue without limit in point of time but shall cease to apply to any information that is put into the public domain otherwise than by a Party breaching its obligations.

15. Audit

- 15.1 The Parties agree and warrant that the financial arrangements and related funding of both NWSSP and HEIW activity will be managed in a responsible and lawful manner and will be made the subject of each Party's respective internal and external audit arrangements contained in NWSSP's and in HEIW's Standing Orders/Financial Instructions.
- 15.2 The Parties will implement any agreed recommendations made by any internal or external audit reports, as appropriate.

16. Intellectual property

- 16.1 In the absence of prior written agreement by the Parties to the contrary, all Intellectual Property Rights created by a Party or Party Personnel:
- (a) in the course of performing the Party's Responsibilities; or
 - (b) exclusively for the purpose of performing the Party's Responsibilities,
- shall vest in the Party who created the Intellectual Property.
- 16.2 The Parties shall indemnify each other against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right, except to the extent that they have been caused by or contributed to by the indemnified Party's acts or omissions.

Termination

17. Termination

- 17.1 A Party may terminate this Agreement in whole or part with immediate effect by the service of written notice on the other Party in the following circumstances:
- (a) if the other Party is in breach of any material obligation under this Agreement provided that if the breach is capable of remedy, a Party may only terminate this Agreement under this clause 17.1 if the other Party has failed to remedy such breach within the time limit set out in the notice;
 - (b) if the other Party is in breach of any material obligation under this Agreement which is not capable of remedy.

- (c) any action by the other Party, whether in relation to a Party's Responsibilities and this Agreement or otherwise, which in the reasonable opinion of the Party's Authorised Representative has or may cause significant harm to the reputation of the Party;
 - (d) the other Party repeatedly breaching any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - (e) if regulatory approval of HEIW to operate is withdrawn to include but not limited to withdrawal of approval from HIW and or the GPhC, GDC or GMC.
- 17.2 A Party may terminate this Agreement in accordance with the provisions of clause 17 and clause 18.
- 17.3 If this Agreement is terminated by a Party pursuant to this clause 17, such termination shall be at no loss or cost to the other Party and the Party hereby indemnifies the other Party against any such losses or costs which the other Party may suffer as a result of any such termination.
- 18. Termination on notice**
- Without affecting any other right or remedy available to it, a Party may terminate this Agreement at any time by giving one months' written notice to the other Party.
- 19. Consequences of termination or expiry**
- 19.1 On the expiry of the Term or if this Agreement is terminated in whole or in part for any reason, the Parties shall co-operate fully with each other to ensure an orderly migration of each Party's Responsibilities or, at a Party's request, a Replacement Organisation.
- 19.2 On termination or expiry of this Agreement the Parties shall procure that all data and other material belonging to the other Party (and all media of any nature containing information and data belonging to or relating to the other Party's Responsibilities), shall be delivered forthwith and the Party's Authorised Representative shall certify full compliance with this clause.
- 19.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue force on or after termination or expiry, clause 11 (Indemnities), clause 12 (Freedom of Information), clause 13 (Data Processing), clause 14 (Confidentiality), clause 15 (Audit), clause 17 (Termination for Breach) and this clause 19 (Consequences of termination or expiry), shall remain in full force and effect.
- 19.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination

or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the Termination Date.

20. Force majeure

- 20.1 Provided it has complied with the remaining provisions of this Clause 20, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.
- 20.2 The corresponding obligations of the other Party will be suspended to the same extent as those of the Affected Party.
- 20.3 The Affected Party shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event but not later than 30 days from its start, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
 - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event.
- 20.4 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. HEIW cannot claim relief if the Force Majeure Event is one which, in accordance with Good Industry Practice, HEIW should have foreseen and provided for the cause in question.
- 20.5 The Affected Party shall notify the other Party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected Party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the Parties.
- 20.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the Party not affected by the Force Majeure Event may terminate this Agreement by giving 1 weeks' notice to the Affected Party.

21. Prevention of bribery and other illegal acts

- 21.1 Each Party represents and warrants that neither it, nor any Personnel:
- (a) has committed a Prohibited Act;

- (b) to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
 - (c) has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 21.2 Each Party shall promptly notify the other Party if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 21.1 at the relevant time.
- 21.3 Each Party shall (and where applicable shall procure that their Personnel shall) during the Term:
 - (a) not commit a Prohibited Act; and/or
 - (b) not do or omit to do anything that would cause the other Party or any of the other Party's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
 - (c) have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
 - (d) notify the other Party (in writing) if it becomes aware of any breach of clause 21.3 (a) or clause 21.3 (b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this Agreement.
- 21.4 Each Party shall maintain appropriate and up to date records showing all payments made in connection with this Agreement and the steps taken to comply with its obligations under clause 21.3.
- 21.5 Each Party shall allow the other Party and its third Party representatives to audit any of their records and any other relevant documentation in accordance with clause 15.
- 21.6 If a Party is in Default under this clause 21 the other Party may by notice:
 - (a) require the Party to remove from performance of this Agreement any Personnel whose acts or omissions have caused the Default; or
 - (b) immediately terminate this Agreement.
- 21.7 Any notice served by a Party under clause 21.6 shall specify the nature of the Prohibited Act, the identity of the other Party who the Party believes has committed the Prohibited Act and the action the Party has elected to take (including, where relevant, the date on which this Agreement shall terminate).

22. Equality and Non-discrimination

- 22.1 The Parties shall comply with the Equality Act 2010 ("2010 Act") and any other applicable equality legislation and all guidance issued by Welsh Government.
- 22.2 The Parties acknowledge and agrees that each other is subject to the public sector equality duty set out in section 149 of the 2010 Act.
- 22.3 The Parties must, in respect of its performance of this Agreement, comply with section 149 of the 2010 Act and warrants and undertakes to have due regard in its performance of this Agreement to:
- (a) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by the 2010 Act;
 - (b) advance equality of opportunity between persons who share a relevant protected characteristic (as defined in the 2010 Act) and persons who do not share it;
 - (c) foster good relations between persons who share a relevant protected characteristic (as defined in the 2010 Act) and persons who do not share it;
 - (d) and for the avoidance of doubt this obligation shall apply irrespective of whether a Party is a public authority for the purposes of such section.
- 22.4 Without prejudice to Clause 22.3 HEIW shall:
- (a) comply with NWSSP's instructions and directions and any Policies and codes of practice issued by it from time to time in relation to the 2010 Act; and
 - (b) promptly notify and keep NWSSP informed (with full supporting details if requested) of all complaints and investigations in relation to the 2010 Act.
- 22.5 HEIW shall provide to NWSSP such information as NWSSP may reasonably require to:
- (a) monitor the equity of access to the services; and
 - (b) fulfil its obligations under legislation (including any sub-ordinate legislation); and
 - (c) monitor equality of opportunity in employment.
- 22.6 The Parties shall each undertake Equality Impact Assessments in accordance with the legislation (including any sub-ordinate legislation).
- 22.7 HEIW shall notify NWSSP immediately of any investigation of or proceedings against HEIW under the 2010 Act and shall cooperate fully and promptly with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.
- 22.8 HEIW shall indemnify NWSSP against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by NWSSP arising out of or in connection with any investigation conducted or any proceedings brought under the 2010 Act due directly or indirectly to any act or omission by HEIW, its agents or staff.

General provisions

24. Welsh Language Provisions

The Parties warrant and undertake they will not perform this Agreement in such a way as to render each other in breach of its obligations in respect of the Welsh language including but not limited to its obligations under the Government of Wales Act 2006, the Welsh Language Act 1993 or the Welsh Language (Wales) Measure 2011.

25. Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

26. Rights and remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

27. Severability

27.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

27.2 If any provision or part-provision of this Agreement is deemed deleted under clause 27.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

28. Partnership or agency

28.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

28.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person save where this Agreement expressly states otherwise.

29. Third party rights

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

30. Publicity

The Parties shall not:

- (a) make any press announcements or publicise this Agreement or its contents in any way; or
- (b) use the other Party's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the other Party.

31. Notices

31.1 Any notice given to a Party under or in connection with this Agreement shall be in writing marked for the attention of the Party's Authorised Representative and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the address specified in Schedule 5.

31.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.
- (c) if sent by email at the time of transmission, or if this time falls outside Working Hours in the place of receipt, when Working Hours resume. In this clause 31.2(c) Working Hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

31.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

32. Entire agreement

32.1 This Agreement and the documents referred to in it constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 32.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

33. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

34. Wellbeing of Future Generations (Wales) Act 2015

The Parties shall assist each other to meet its obligations under the Well-being of Future Generations (Wales) Act 2015 when performing the Host Responsibilities under the Agreement. Such assistance under this clause shall include providing a Party with information required to meet it or their annual reporting requirements under the Well-being of Future Generations (Wales) Act 2015.

35. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, as it applies in Wales.

36. Jurisdiction

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1 – SPECIFICATION

Introduction

Health Education & Improvement Wales (HEIW) is responsible for the training of approximately 2500 doctors and dentists in a variety of specialties across Wales. Training programmes often require trainees to rotate from one Health Board/NHS Trust to another organisation as frequently as every three months.

Theme six of the Together We Care framework (2017) set as a short term aim for the exploration of the potential to implement a single employer for trainee doctors and dentist in Wales by 2019. The HEIW annual plan 2019-20 includes a commitment to scoping options and implementation of single lead employer for all remaining trainees in Wales.

It was agreed in Autumn 2019 that NWSSP would expand its current role as the Single lead Employer for Speciality General Practitioner trainees to include Foundation Dentists, Pre-registration Pharmacists and Foundation, Core and Specialty Trainees not covered by Single Lead Employment arrangements. Schedule one below details of the key roles and responsibilities of the various parties subject to this Agreement.

OBLIGATIONS OF NWSSP

NWSSP will ensure that:

- A) The Foundation, Core and Specialty Medical contracts of employment comply and accord with the National Health Service Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service (England and Wales) Terms and Conditions of Service;
- B) The Core and Specialty Dentists contracts of employment (Secondary Care) comply and accord with the National Health Service Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service (England and Wales) Terms and Conditions of Service respectively;
- C) The Foundation Dentist and Core Community Dental Trainees' comply with the Community Dental Pay, Terms and Conditions of Employment as applicable or any forthcoming nationally agreed terms and conditions of employment for trainees.
- D) The Pre-registration Pharmacist's Contract of Employment comply and accord with the Agenda for Change pay, terms and conditions of employment,

On boarding Checks and Salary

Prior to a formal offer of employment, the Trainee will have to satisfy NWSSP of a number of matters and NWSSP are required to do a number of checks as detailed below:

- Carry out pre-employment checks (on boarding) and ensure they comply with NHS Employment Checks standards. Confirm to Host Organisations that all these checks have been completed satisfactorily.
- Issue all new starter documentation in line with HEIW code of practice.
- Ensure full details of previous employment is collected from former employers and when returned, establish the correct salary, taking into consideration pay protection issues.
- Implement (where applicable) the salary bandings for Doctors or Dentists in Training on call commitments in liaison with the Host Organisation (Health Boards)

Induction and Mandatory Training

- Work with Host Organisations to streamline induction process for Pre-registration Pharmacists, Doctors or Dentists in Training in through economies of scale.
- NWSSP will provide access to all NWSSP mandatory training requirements for the Pre-registration Pharmacists, Doctors or Dentists in Training via an individual ESR link <https://my.esr.nhs.uk/dashboard/web/velindre-nhs-trust>)

This will include but not limited to all those listed. For the avoidance of doubt this shall not include any clinical training.

- Fire Safety Level 1
- Manual Handling Level 1
- Health & Safety Level 1
- Information Governance Level 1
- Violence and Aggression Module A
- Treat Me Fairly Level 1
- Safeguarding Children Level 1
- Infection Control Level 1
- Safeguarding Adults Level 1
- Resuscitation Level 1

Occupational Health Services

- Ensure that initial pre-employment health screening is undertaken and where necessary, further screening and vaccinations completed.
- Provide access to occupational health self-referrals and management referrals for Pre-registration Pharmacists, Doctors or Dentists in Training during their employment with the lead employer. This should include access to counselling and employee wellbeing programmes.
- Work in partnership with the Professional Support Unit (HEIW) to ensure that appropriate and timely support can be offered to Doctors or Dentists in Training.

- Ensure Pre-registration Pharmacists, Doctors or Dentists in Training have access to NWSSP's Health and Wellbeing Facilities.

Resignations

- Accept and acknowledge resignations from Pre-registration Pharmacists, Doctors or Dentists in Training in writing.
- Liaise with Host Organisations with regards to the period of notice to be served for early resignations and inform HEIW of the resignations and the periods of notice to be served in terms of managing the programme.
- Calculate any annual leave entitlements that Pre-registration Pharmacists, Doctors or Dentists in Training may have outstanding on termination and liaise with payroll to ensure that correct payments are made.
- Send a copy of any resignation letters and the acknowledgments to HEIW and Host Organisation.
- Ensure the Pre-registration Pharmacists, Doctors or Dentists in Training records are updated on ESR and terminations are processed in a timely manner.

Management of Attendance

- Liaise with and keep HEIW and the Host Organisation informed of the management of long-term sickness absence in accordance with the appropriate NHS Wales policy and advice from the occupational health service. This will enable HEIW to maintain records, manage, and if necessary, extend the training period to ensure the appropriate period of training has been undertaken.
- Liaise with HEIW and the Host Organisation with regard to what action, if any, is to be taken in relation to the Pre-registration Pharmacist, Doctor or Dentist in Training who have been on sick leave for two weeks or more.
- Liaise with HEIW and the Host Organisation in circumstances where the Pre-registration Pharmacist, Doctor or Dentist in Training may require reasonable adjustments for illness of disability as per the Equality Act 2010.

Parental, Shared Parental, Maternity, Adoption and Family Leave

- Inform the Host Organisation of any requests for Parental, Shared Parental, Maternity Adoption and Family Leave from the Pre-registration Pharmacist or Doctor or Dentist in Training.
- Process all requests for parental, adoption or family leave in accordance with the relevant policy.
- Notify the Host Organisation and HEIW of any request made by a Pre-registration Pharmacist, Doctor or Dentist in Training so that the impact on training can be considered.
- Advise HEIW of any implications that have arisen from the Host Organisation undertaking the expectant mothers risk assessment.

- Notify the Host Organisation and HEIW of any changes to the return date for Pre-registration Pharmacist, Doctor or Dentist in Training.

Less than Full Time Working/Training

- Once a less than full time working/training request has been agreed by all parties, the Employing Organisation will issue an amendment to the contract of employment and payroll amendment.

Annual Leave

- Calculating and confirming annual leave entitlements with Pre-Registration Pharmacists or Doctors/Dentists in Training and their Host Organisations.
- Maintaining annual leave records by utilising the appropriate database (Intrepid/ESR) and ensuring annual leave entitlements are not exceeded.

Workforce Management.

- Provide advice on all queries related to the Pre-registration Pharmacists, Doctors/Dentists in Training terms and conditions of service and contract enquiries in accordance with the relevant policy.
- Provide senior level workforce management support and guidance for all operational and complex workforce management issues. Advise Pre-registration Pharmacists, Doctors/Dentists in Training, Host Organisations and HEIW on relevant employment policies including All Wales NHS Policies and Procedures, Upholding Professional Standards (Wales).
- Ensure HEIW is informed of any investigations, undertaken as part of an All Wales Employment Policy/Procedure, Upholding Professional Standards in Wales (UPSW), significant incidents, or concerns involving a Pre-registration Pharmacist, Doctor or Dentist in Training.
- Confirm with Host Organisations and HEIW the arrangements to be applied in relation to the application of All Wales NHS Policies and procedures including UPSW.
- Provide advice and support to HEIW in circumstances where there is consideration to the termination of the employment of a Pre-registration Pharmacist, Doctor or Dentist in Training from a training programme.

Administrative Functions

- Providing bank and building societies with financial references following approval by the Pre-registration Pharmacist, Doctor or Dentist in Training.
- Maintain the Employing Organisation's Lead Employer web page to ensure it is up to date and informative for all users Pre-registration Pharmacists, Doctors/Dentists in Training, Host Organisations, and HEIW.

Payroll Administration

- Upon receipt of new starter details, the Employing Organisation will set up new starter records on ESR and where applicable by interfacing with the HEIW intrepid system. Information will also be inputted related to identity checks, occupation health, information screening outcomes, DBS outcome, immigration etc.
- Pay Pre-registration Pharmacists, Doctors/Dentists in Training in line with terms and conditions of service including appropriate banding.
- Update employment records for Pre-registration Pharmacists, Doctor or Dentists in Training as necessary e.g. employee and contractual changes, allowances and deductions, temporary variations to pay and overpayment and underpayments via ESR.
- Manage salary sacrifice deductions such as child care vouchers etc.
- Set up and maintain pay protection for Pre-registration Pharmacists, Doctors/Dentists in Training where necessary.
- Preserve historical records of Pre-registration Pharmacists, Doctors/Dentists in Training who have left in line with workforce/payroll department timescales and according to statutory requirements.
- Operate payroll deductions in accordance with HMRC and NHS Pensions.
- Make payments to Pre-registration Pharmacists, Doctors/Dentists in Training bank accounts and provide payslips via ESR.
- Maintain sickness records and ensure all payments are in accordance with occupational and statutory sick rules.
- Maintain necessary maternity pay records to ensure compliance with occupational and statutory maternity pay scheme rules.
- Maintain required records of any necessary unpaid leave.
- Calculate industrial injury payments as necessary.
- Calculate and recover any overpayments as necessary.
- Inflating basic pay records for incremental progression and pay awards including the calculation of arrears
- Provide Pre-registration Pharmacists, Doctors/Dentists in Training with an annual P60 form (and P11d where applicable) in accordance with HMRC regulations.
- Ensure all terms and conditions of service are adhered to in the maintenance of Pre-registration Pharmacists, Doctors/Dentists in Training records and payment of salaries.
- Update tax codes for Doctors in Training on receipt of notified changes from HMRC.
- Complete a P45 for leavers and make available on ESR with final payslip.
- Notify HMRC of appropriate amounts of tax and NI after each monthly payment is made.
- Make arrangements for the payment of tax and NI on a monthly basis in accordance with HMRC timescales.
- Provide other NHS organisations with a service history for Doctors in Training who have taken up a new NHS post.

- Calculate and pay expense claims with salary payment.
- Check expense claims include appropriate sign off from authorised officers at each Host Organisation.
- Manage relocation expenses where Doctors/Dentists in Training are entitled to a relocation allowance.
- Advise on reimbursement of expenses for Pre-registration Pharmacists, Doctors/Dentists in Training (excluding study leave).
- Provide pension services to include
 - Enrol Pre-registration Pharmacists, Doctors/Dentists in Training into the NHS pension scheme on appointment
 - Issue NHS pension scheme booklet
 - Maintain pension records for all Pre-registration Pharmacists, Doctors/Dentists in Training
 - Provide regular updates to the NHS Pensions agency of any change of pension circumstances.
 - Provide estimates to on request.
 - Provide necessary information to Pre-registration Pharmacists, Doctors/Dentists in Training about any changes to the scheme.
 - Make appropriate deduction of existing added years contracts.
 - Provide members with information on ways to increase NHs pension benefits. Set up necessary deductions from payroll.
 - Provide Pre-registration Pharmacists, Doctors/Dentists in Training with forms to enable them to transfer pensions from other schemes on request.
 - Respond to NHS pension agency in all matters in respect of Pre-registration Pharmacists, Doctors/Dentists in Training
 - In the event of a death of a Pre-registration Pharmacist, Doctor or Dentist in Training correspond with the next of kin or solicitor to ensure pension entitlement forms are completed and identify any balance of salary due.
 - Make arrangements for the pay over of pension contributions on a monthly basis to the NHS pensions agency.

Payment Mechanism/Financial Arrangements

- Invoices will be raised monthly in arrears to recover the actual pay and non pay costs incurred under the SLE model.
- The SLE is being established using an automated recharge solution for pay and non pay costs. Cost centres for the new SLE will be set up with both NWSSP and Host Organisation details, which will enable this information to be split in the NWSSP ESR hub so that each Host Organisation receives a monthly pay feed populated with their organisation specific cost centres to be uploaded to the general ledger. Controls will be initiated to ensure reconciliations of pay feed totals between NWSSP and the Host Organisations each month.

- Monthly invoices will be raised for the actual pay and non pay costs incurred that will reconcile to the pay feed control totals agreed.

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OBLIGATIONS OF HEIW

Recruitment and Selection

- Liaise with the National recruiting Officers regarding procedures and arrangements relating Pre-registration Pharmacists, Doctors/Dentists in Training recruitment.
- Identification of vacant posts to be advertised each year.
- All aspects of selection to Pre-registration Pharmacist, Doctor/Dentist in Training programmes in Wales including:
 - Notification of vacancies to relevant recruiting offices
 - Dealing with queries from prospective applicants
 - Longlisting and shortlisting of applications checking eligibility criteria
 - Management of selection processes and assessment centres where applicable
 - Issue of offers of appointment to successful candidates where applicable
- Inform the Host and Employing Organisation of the outcome following completion of the respective recruitment process informing Host Organisations of vacancies at least 12 weeks prior to placement commencement date.
- Provide the Employing and Host Organisations with the appropriate level of access to information held on INTREPID to enable each to:
 - Confirm Doctors/Dentists in training who have accepted the offer of a relevant training programme
 - Enable pre-employment checks to be commenced by the Employing Organisation
 - Enable Host Organisations to allocate Doctors/Dentists in Training to appropriate training rotas.
- Provide the Employing and Host Organisations with the appropriate level of access to information to :
 - Confirm details of the Pre-registration Pharmacists who have accepted the offer of a relevant training programme
 - Enable pre-employment checks to be commenced by the Employing Organisation
 - Enable Host Organisations to allocate the Pre-registration Pharmacist to the appropriate training rota.

Induction

- Ensure all Pre-registration Pharmacists, Doctors/Dentists in Training have access to key information regarding the Training Programme either through a Programme Induction or dissemination of relevant information.

Programme Management

- Organise training rotations to ensure Training curricula and GMC, GDC, GPhC requirements are met.
- Inform the Employing and Host Organisations of future rotational placements and if rotation details change during the course of the training period.
- Ensure the Host Organisation is informed of issues which may impact on local service provision and rotas.
- Consider and approve the following applications/requests sharing information with the Employing Organisation:
 - applications for unpaid leave, out of programme experience, training, research and career breaks.
 - applications for less than full time training.
 - Interdeanery transfers.

Educational Management and Governance

- Ensure all Pre-registration Pharmacists, Doctors/Dentists in Training are each allocated Educational Supervisors and Named Clinical supervisors in line with GMC requirements.
- Ensure that the responsibilities set out in the respective trainer agreements are delivered.

Progression and Performance

- Manage issues relating to Educational performance of all Pre-registration Pharmacists, Doctors/Dentists in Training arising for issues such as exam failure and failure to obtain the required skills and competences.
- Manage the Annual review of competence Programme (ARCP) panel process for Doctors/Dentists in Training.
- Ensure that records for Doctors/Dentists in Training are kept updated at all times and that training matters that have implications for the Employment contract are effectively communicated to the Employing Organisation eg:
 - ARCP outcome 3 – additional training time required
 - ARCP outcome 4 – trainee prematurely removed from the training programme
 - ARCP outcome 6 – completion of training programme.
- Inform the Employing Organisation when a Review request or Appeal is lodged by a Doctor/Dentist in training against an ARCP outcome and the eventual outcome of the Review or Appeal.
- HEIW, through the Professional Support Unit, will offer pastoral support to any Doctor/Dentist in Training who is subject to investigations led either by HEIW or the Host/Employing Organisations.

Less than Full Time Working/Training

- Ensure requests from a Pre-registration Pharmacist, Doctor/Dentist in Training to work/train less than full time are managed in accordance with the HEIW less than full time training policy.
- Once an application has been received, HEIW should liaise with the Employing and Host Organisations to ensure an appropriate training plan is in place and the Host Organisation can facilitate the training plan.
- Once approved HEIW should liaise with the Employing Organisation to ensure an amendment to the Contract of Employment can be issued.

Quality Management

- Administration and analysis of questionnaires e.g. GMC, GDC, GPhC and End of Placement survey and associated data relating to Pre-registration Pharmacist, Doctor/Dentist in Training taking appropriate action where necessary and informing the Employing and Host Organisation of adverse feedback.
- Arrange Quality visits to training environments.

Data sharing and information

- Arrange regular meetings as required between Employing Organisation, Host Organisations and HEIW.
- Input information on to the INTREPID /relevant IT system and ensure the respective system is kept up to date.
- Provide the Employing Organisation and other relevant stakeholders with the appropriate level of access to information held on INTREPID/respective System.

Schedule 2 - Data Processing

Processing by HEIW

1. Scope

The scope outlines the Management Arrangements between NHS Wales Shared Services Partnership (NWSSP) and HEIW as part of the expansion of the NWSSP Single Lead Employer (SLE) Function. The functions and roles of each are detailed in Schedule 1 above.

1.1 Nature

The Nature of Processing in accordance to Data Protection legislation will include collection, recording, structuring, modification, storage, retrieval, disclosure, dissemination, comparison, restriction, erasure, destruction and communication.

1.2 Purpose of processing

Personal data processing and the responsibilities have been outlined in Schedule 1 above and those within Data Protection Legislation for this agreement will include:

Payroll

Staff Administration

Management of personnel

Occupational risk management

Education

Employee Monitoring

Administrative and fiscal management

Reimbursement of costs

Recruitment and selection

1.3 Duration of processing

Any processing shall take effect on the Commencement Date, notwithstanding the date this Agreement is executed by the parties.

HEIW may only commence processing in line with the HEIW Responsibilities under this Agreement when (1) the Conditions Precedent have been satisfied and (2) the Contract of Employment has been entered into in respect of such Responsibilities.

The processing, and therefore, this Agreement shall (unless it is terminated in accordance with the terms of this Agreement or is otherwise lawfully terminated) terminate at the end of the Term.

Types of Personal Data

The types of personal data to be utilised for the processes within this agreement will only be used for the purposes described in Schedule 1 above.

Under Article 6 of the General Data Protection Regulation the legal basis for processing personal data in line with this agreement would be:

- (a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
- (b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;
- (c) processing is necessary for compliance with a legal obligation to which the controller is subject;
- (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- (f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party.

In regards to the processing of sensitive data categories, Article 9 conditions apply:

- (a) the data subject has given explicit consent to the processing of those personal data for one or more specified purposes;
- (b) processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject;
- (h) processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law or pursuant to contract with a health professional.

However, HEIW will need to consider the legal bases for processing and satisfy themselves that the use of personal and sensitive personal data for the purposes and responsibilities highlighted in Schedule 1 and this agreement are compatible.

1. Categories of Data Subject

Data Subjects under Data Protection Legislation means ‘an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier’.

Data Subjects in the context of this agreement could include:

Current personnel
Potential personnel (job applicants)
Former personnel
Contractors/consultants/freelancers
Temporary agency workers
Students
Directors
Employees’ family members
Public officers

Processing by NWSSP

1. Scope

The scope covers the processing activities by NHS Wales Shared Services Partnership (NWSSP) whereas the organisation shall employ and provide employment services to the Pre-registration Pharmacist, Dentist/Doctor in Training and where HEIW shall provide information and cooperation with NWSSP in the training and education of the Pre-registration Pharmacist, Dentist/Doctor in Training. Thus the scope outlines the Management Arrangements between NHS Wales Shared Services Partnership (NWSSP) and HEIW as part of the expansion of the NWSSP Single Lead Employer (SLE) Function. The roles and functions of each organisation are highlighted above in Schedule 1.

1.1 Nature

The Nature of Processing in accordance to Data Protection legislation will include collection, recording, structuring, modification, storage, retrieval, disclosure, dissemination, comparison, restriction, erasure, destruction and communication.

1.2 Purpose of processing

Personal data processing and the responsibilities have been outlined in Schedule 1 above and those within Data Protection Legislation for this agreement will include:

Payroll

Staff Administration

Management of personnel

Education

Employee Monitoring

Administrative and fiscal management

Reimbursement of costs

Recruitment and selection

1.3 Duration of processing

Any processing shall take effect on the Commencement Date, notwithstanding the date this Agreement is executed by the parties.

HEIW may only commence processing in line with their Responsibilities under this Agreement when (1) the Conditions Precedent have been satisfied and (2) the Contract of Employment has been entered into in respect of such these Responsibilities.

The processing, and therefore, this Agreement shall (unless it is terminated in accordance with the terms of this Agreement or is otherwise lawfully terminated) terminate at the end of the Term.

2. Types of Personal Data

The types of personal data to be utilised for the processes within this agreement will only be used for the purposes described in Schedule 1.

Under Article 6 of the General Data Protection Regulation the legal basis for processing personal data in line with this agreement would be:

- (a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
- (b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;
- (c) processing is necessary for compliance with a legal obligation to which the controller is subject;
- (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- (f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party.

In regards to the processing of sensitive data categories, Article 9 conditions apply:

- (a) the data subject has given explicit consent to the processing of those personal data for one or more specified purposes;
- (b) processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject;
- (h) processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law or pursuant to contract with a health professional.

3. Categories of Data Subject

Data Subjects under Data Protection Legislation means 'an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier'.

Data Subjects in the context of this agreement could include:

Current personnel

Potential personnel (job applicants)

Former personnel

Contractors/consultants/freelancers

Temporary agency workers

Students

Directors

DRAFT

Schedule 3 - Authorised Representatives

CONTRACT MANAGEMENT

1. AUTHORISED REPRESENTATIVES

- 1.1 NWSSP initial Authorised Representative: [INSERT DETAILS]
- 1.2 HEIW initial Authorised Representative: [INSERT DETAILS]

DRAFT

Legally Privileged Advice

In acting as the Single Lead Employer, Velindre University NHS Trust (as the host of NWSSP) will be supplying persons in its employment to act for and under the control of other persons. In doing so, it will be an Employment Business within the meaning of the Employment Agencies Act 1973 and the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

This imposes a number of regulatory requirements Velindre/NWSSP. I have concentrated below on the requirements that appear most likely to be relevant to the SLE arrangements.

Within this note I have referred to NWSSP, although strictly speaking all of the obligations will be on Velindre, as the corporate body. For ease of reference, I have referred to the host body as the “client”, as that is the terminology used within the 2003 Regulations.

Key information document

NWSSP is required to provide a key information document to the worker. The requirement applies to anyone who started working for NWSSP on or after 6 April 2020. The content is closely prescribed by the 2003 Regulations. A template Key Information Document produced by BEIS is available from this link:

<https://www.gov.uk/government/publications/providing-a-key-information-document-for-agency-workers-guidance-for-employment-businesses>

The key information document must be provided before agreeing terms – so before the s.1 statement is issued. It must be a separate document, so it can’t just be incorporated into the s.1 statement.

Contract with the individual

NWSSP must additionally enter into an agreement with the worker before providing any services to them. The following terms must be included in the agreement with the worker:

- The nature of the contract – in the case of SLE arrangements, it will be a contract of employment.
- The length of notice that worker is required to give and entitled to receive to terminate the contract.
- The rate payable to the worker.
- When payment will be made (whether weekly or monthly).
- The amount of paid holiday that will be given.
- An undertaking that NWSSP will pay the worker for all work done regardless of whether it is paid by the client.

In practice, most of the required information ought to be covered within the s.1 statement/contract of employment anyway. The only requirement that wouldn’t normally belong in a s.1 statement is the undertaking to pay the worker for all work done, regardless of whether NWSSP is paid by the client.

There could be an argument that some services have been provided before the s.1 statement has been issued; but there does not immediately appear to be any way of mitigating that risk.

On a related note, NWSSP is not permitted to withhold pay from any of the workers on any of the following bases:

Legally Privileged Advice

- NWSSP has not received payment from the client (I understand that in practice this will operate automatically, so should not be an issue).
- The worker has not produced a time sheet, signed by the client, to confirm their work for a particular period of time (again, I understand that this will operate automatically).
- The worker has failed to work for a stated minimum number of hours.
- Matters within the employment business's control, such as the proper administration of its payroll, have prevented payment.

Suitability of the placement

NWSSP must take steps to ensure that the worker is the best match for the available work. Before sending a worker to a client, NWSSP must obtain sufficient information about the client including:

- The identity of the client and, if applicable, the nature of the client's business.
- The date on which the worker is required to start and the duration, or likely duration, of the work.
- The position the client wants to fill, including:
 - the type of work that the worker will be required to perform;
 - the location at which the worker will have to work;
 - the hours that will be worked; and
 - any health and safety risks known to the client and what steps the client has taken to prevent or control such risks.
- The experience, training, qualifications and any authorisation which the client considers are necessary, or are required by law or by any professional body, for the work-seeker to possess to fill the position.
- Details of any expenses paid to the client.

This doesn't sit entirely comfortably with the SLE model, where NWSSP will have no role in determining where the workers will be placed.

NWSSP will need to have obtained all of the above information about each placement before the placement starts. Again, the majority of it will be contained within the s.1 statement anyway. The important part that may need to be picked up separately is the point about health and safety risks.

Suitability of the worker

NWSSP must obtain the confirmation of the following before supplying a worker to a client:

- The worker's identity (through a passport, driving licence or birth certificate).
- That the worker has the experience, training, qualifications and authorisations necessary for the work (through certificates or registrations with professional bodies).
- That the worker wants to work in the vacant position.
- Two references (which must be from individuals who are not related to the worker).

Since the workers are likely to deal with vulnerable people, NWSSP must additionally take all reasonable steps to confirm that the worker is suitable for the position concerned. This would include, for example, appropriate DBS checks.

Legally Privileged Advice

If NWSSP receives information that gives it reasonable grounds for believing that the worker is unsuitable for the assignment, it must immediately inform the client of that information and end the assignment. In most cases, if an allegation was made about an individual's conduct or capability, we would not have reasonable grounds to believe them to be unsuitable until the conclusion of the appropriate process.

If NWSSP receives information that indicates that the worker may be unsuitable, but that information does not give NWSSP reasonable grounds for believing so, NWSSP needs to inform the client and start investigating, keeping the client informed of any further information it obtains. I understand that for trainee doctors, the proposal is that the investigation stage of any UPSW process would be carried out by the Health Board (since they will have access to the necessary information). So it would need to be clear that the investigation is being carried out on behalf of NWSSP.

Confidentiality

NWSSP must not disclose any information about the worker without their prior consent, unless it is:


- To provide work-finding services for that worker;
- For the purposes of any legal proceedings (including arbitration);
- To provide information to a professional body of which the worker is a member; or
- Permitted under the EAA 1973, the Conduct Regulations or any other legislation.

In particular, NWSSP must not disclose information relating to a worker to their current employer without their prior consent, and shall not make the provision of any services to the worker conditional on such consent being given or not withdrawn.

Record keeping and enforcement

NWSSP must keep records to show compliance with all of the requirements set out in the 2003 Regulations.

Breach of the 2003 Regulations is a criminal offence. An Employment Tribunal can additionally make an order prohibiting a person from carrying on an employment business for up to ten years on the grounds that the person concerned is unsuitable.

 GIG Cymru NHS Wales		Partneriaeth Cydwasaethau Shared Services Partnership		AGENDA ITEM: 23 July 2020			
The report is not Exempt							
Teitl yr Adroddiad / Title of Report:							
Review of NHS Wales Shared Services Partnership Committee Standing Orders (SSPC SOs)							
ARWEINYDD: LEAD:		Andy Butler Director of Finance & Corporate Services					
AWDUR: AUTHOR:		Roxann Davies Corporate Services Manager					
SWYDDOG ADRODD: REPORTING OFFICER:		Peter Stephenson Head of Finance & Business Development					
MANYLION CYSWLLT: CONTACT DETAILS:		Andy Butler Director of Finance & Corporate Services 01443 848552 / Andy.Butler@wales.nhs.uk					
Pwrpas yr Adroddiad / Purpose of the Report:							
To provide the Committee with proposed amended version of the SSPC Standing Orders, following amendments to ensure they remain relevant and fit for purpose following recent developments, which are summarised in the body of this report.							
Llywodraethu / Governance:							
Amcanion / Objectives:		Excellence – to develop an organisation that delivers a process excellence through a focus on continuous service improvement.					
Tystiolaet / Supporting evidence:		NHS Governance e-Manual ; NHS Trust Model Standing Orders Reservation & Delegation of Powers (March 2014); NHS Trust Model Standing Orders, Reservation & Delegation of Powers, Glossary of Terms; Schedule 5.1 LHB Local Partnership Forum Advisory Group – Terms of Reference and Operating Arrangements; Velindre University NHS Trust Standing Financial Instructions (SFIs) and Standards of Behaviour Framework.					
Ymgynghoriad / Consultation:							
Engagement with Welsh Government. The update will also be taken to Velindre Trust Board.							
Adduned y Pwyllgor / Committee Resolution (insert ✓):							
DERBYN / APPROVE		ARNODI / ENDORSE		✓	TRAFOD / DISCUSS		✓
Argymhelliad / Recommendation:		The Committee is asked to: <ul style="list-style-type: none"> • NOTE the extension of the increased financial limits for COVID-19 expenditure to 30 					

	<p>September 2020 which was approved by the June Velindre Trust Board; and</p> <ul style="list-style-type: none"> • ENDORSE the amendments directed by Welsh Government relating to the temporary disapplication of tenure of office prior to formal approval by the Velindre University NHS Trust Board.
Crynodeb Dadansoddiad Effaith / Summary Impact Analysis:	
Cydraddoldeb ac amrywiaeth / Equality and diversity:	No adverse impacts or implications identified.
Cyfreithiol / Legal:	SSPC SOs are based on the Model Standing Orders issued by Welsh Government to NHS Trusts using powers of direction as provided in Section 19 (1) of the National Health Service (Wales) Act 2006, which states that NHS Trusts in Wales must agree Standing Orders (SOs) for the regulation of their proceedings and business.
Iechyd Poblogaeth / Population Health:	No adverse impacts or implications identified.
Ansawdd, Diogelwch a Profiad y Claf / Quality, Safety & Patient Experience:	Ensuring the SSPC and its Sub-Committee(s) are empowered to make informed decisions is dependent upon the quality and accuracy of the information presented and considered by those making decisions. Informed decisions are more likely to impact favourably on the quality, safety and experience of patients and staff.
Ariannol / Financial:	No adverse impacts or implications identified.
Risg a Aswiriant / Risk and Assurance:	The adoption of SOs and SFIs is a key element of the corporate governance arrangements of the SSPC. The adoption of the model in place ensures compliance with Welsh Government directives and guidance and ensures consistency across NHS Wales.
Safonau Iechyd a Gofal / Health and Care Standards:	The SOs ensure effective procedures are in place and demonstrate compliance with the overarching principles of governance, leadership and accountability of the quality themes outlined in the Health and Care Standards .
Gweithlu / Workforce:	No adverse impacts or implications identified.
Deddf Rhyddid Gwybodaeth / Freedom of Information:	Open - the information is disclosable under the Freedom of Information Act 2000.

REVIEW OF SSPC STANDING ORDERS

1. INTRODUCTION

To ensure effective, robust and up to date governance arrangements are in place for the SSPC, the SOs are reviewed on an annual basis and were last updated in June 2020, being endorsed by the SSPC and approved at Velindre Trust Board. Amendments have been made to the document since its last publication date and a summary of the amendments proposed are set out at **Appendix 1**. The fully updated document is included at **Appendix 2**, for **NOTING** and **ENDORSEMENT**, prior to re-submission to the Velindre Trust Board.

2. GOVERNANCE AND ASSURANCE

Revision of the document to ensures its relevance is a key element of the corporate governance arrangements of the SSPC and provides assurance that the SOs are compliant with Welsh Government directives and Model Standing Orders, up to date with emerging legislation and regulatory guidance and ensures consistency in managing the business of Committee. The updated SOs will be presented to the Velindre University NHS Trust Board, once noted and endorsed by the SSPC.

Section 10.0.1 of the SSPC SOs state:

"These Shared Services SOs shall be reviewed annually by the SSPC, which shall report any proposed amendments to the Velindre Board for consideration. The requirement for review extends to all documents having the effect as if incorporated in Shared Services SOs, including the Equality Impact Assessment."

Section 9.0.3 of Welsh Government's Model Standing Orders for NHS bodies states:

"Assurances in respect of the Shared Services shall primarily be achieved by the reports of the Managing Director of Shared Services to the Shared Services Partnership Committee, and reported back by the Chief Executive (or their nominated representative). Where appropriate, and by exception, the Board may seek assurances direct from the Managing Director of Shared Services. The Director of Shared Services and the Shared Services Partnership Committee shall be under an obligation to comply with any internal or external audit functions being undertaken by or on behalf of the HB."

3. RECOMMENDATION

The Committee is asked to:

- **NOTE** the extension of the increased financial limits for COVID-19 expenditure to 30 September 2020 which was approved by the June Velindre University NHS Trust Board; and
- **ENDORSE** the amendments directed by Welsh Government relating to the temporary disapplication of tenure of office prior to formal approval by the Velindre University NHS Trust Board.

Appendix 1 – Summary of Amendments to SSPC SOs (July 2020)

Page(s)	Amendment
16, 103 and 104	<p>Tenure of Chair</p> <p>The SSPC SOs form part of the Velindre University NHS Trust Standing Orders, which must take account of the provisions of the Velindre National Health Service Trust Shared Services Committee (Wales) Regulations 2012 and the disapplication of these Regulations with regard to the tenure of the Chair and Vice Chair, in accordance with Welsh Health Circular 2020 011 (Model Standing Orders - LHBs Trusts WHSSC and EASC - Temporary Amendments July 2020).</p> <p>On 5 July 2020, in response to the suspension of recruitment to public appointments in Wales, the National Health Service (Temporary Disapplication of Tenure of Office) (Wales) (Coronavirus) Regulations 2020 came into force. The purpose of these Regulations (“the Regulations”) is to dis-apply the maximum tenure of office contained in the specified regulations for NHS Committee non-Officer members for a time limited period.</p> <p>Due to the temporary suspension of all public appointments in March 2020 in Wales and the time required to re-start the appointment process as the restrictions are lifted, the Regulations will ensure that during such a critical and challenging period for the health sector in responding and recovering from the impact of COVID-19, Committees do not to carry vacancies, allowing them to function properly and support good and effective governance.</p> <p>The Regulations will dis-apply the statutory maximum tenure of office to ensure any Committee member who is nearing the end of their statutory maximum tenure of office is eligible for re-appointment. Any reappointments will be made in accordance with the Commissioner for Public Appointments’ Governance Code, which includes allowing an appointee to hold office for a maximum of ten years.</p> <p>The amendments will cease to have effect on 31 March 2020, or at the end of the term of appointment made in accordance with the amendments, whichever is the later. The Regulations temporarily dis-apply Regulation 8(5) of the Velindre National Health Service Trust Shared Services Committee (Wales) Regulations 2012.</p>
74	<p>COVID-19 Expenditure</p> <p>Sets out the agreed NWSSP Scheme of Delegation for COVID-19 and pandemic expenditure, which was approved at the Velindre University NHS Trust Board meetings of 18 and 30 March 2020, 4 and 25 June 2020. It was initially agreed to increase the delegated authorisation limits for the Chair and Managing Director for COVID 19 expenditure to £2M.</p> <p>This was subsequently increased to £5M from 30 March 2020. However, contracts and orders for COVID expenditure in excess of £5M still require approval of the Velindre Trust Board, which for expenditure may need to be through the existing mechanism of Chair’s action.</p> <p>It was agreed that these increased limits for COVID expenditure would be reviewed on 30 June 2020 and the arrangements were subsequently reviewed and extended until a further review is undertaken on 30 September 2020 when these increased limits are due to expire.</p>



GIG
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Partneriaeth
Cydwasaethau
Shared Services
Partnership

AGENDA ITEM:4.3

23 July 2020

The report is Exempt

Teitl yr Adroddiad/Title of Report

Service Level Agreements Update

**ARWEINYDD:
LEAD:**

Andy Butler, Director of Finance & Corporate Services

**AWDUR:
AUTHOR:**

Peter Stephenson, Head of Finance and Business Development

**SWYDDOG ADRODD:
REPORTING OFFICER:**

Peter Stephenson, Head of Finance and Business Development

**MANYLION CYSWLLT:
CONTACT DETAILS:**

peter.stephenson2@wales.nhs.uk

**Pwrpas yr Adroddiad:
Purpose of the Report:**

To approve the updated Service Level Agreements for 2020/21

Llywodraethu/Governance

**Amcanion:
Objectives:**

Excellence – to develop an organisation that delivers a process excellence through a focus on continuous service improvement

**Tystiolaeth:
Supporting evidence:**

-

Ymgynghoriad/Consultation:

NWSSP SMT

Adduned y Pwyllgor/Committee Resolution (insert ✓):

**DERBYN/
APPROVE**

✓

**ARNODI/
ENDORSE**

**TRAFOD/
DISCUSS**

**NODI/
NOTE**

**Argymhelliad/
Recommendation**

The Committee is asked to **APPROVE** the Service Level Agreements.

Crynodeb Dadansoddiad Effaith: Summary Impact Analysis:	
Cydraddoldeb ac amrywiaeth: Equality and diversity:	Considered where appropriate
Cyfreithiol: Legal:	Considered where appropriate
Iechyd Poblogaeth: Population Health:	Considered where appropriate
Ansawdd, Diogelwch a Profiad y Claf: Quality, Safety & Patient Experience:	Considered where appropriate
Ariannol: Financial:	Considered where appropriate
Risg a Aswiriant: Risk and Assurance:	Considered where appropriate
Safonau Iechyd a Gofal: Health & Care Standards:	Access to the Standards can be obtained from the following link: http://www.wales.nhs.uk/sitesplus/documents/1064/24729_Health%20Standards%20Framework_2015_E1.pdf Standard 1.1 Health Promotion, Protection and Improvement
Gweithlu: Workforce:	Considered where appropriate
Deddf Rhyddid Gwybodaeth/ Freedom of Information	Open.


Service Level A
A
Agreements – Updates for 2020/21

The NWSSP Service Level Agreement and supporting schedules have been separately provided for Committee approval. Other than revising the dates of the documents the changes made are as follows:

- Primary Care Services
 - Continued Expansion of Patient medical records storage and scan on demand (PMR)
 - Introduction of the Patient medical records summarising services
- Audit & Assurance Services
 - Changes to dates for reporting of the Annual Plan and Head of Internal Audit Opinion;
- Health Courier Services
 - Service listing updated to reflect new and proposed services.
- Procurement Services
 - Removal of Accounts Payable and e-Enablement Team specification details as accountability now sits with NWSSP Finance & Corporate
 - 'Demonstrated By' details updated to reflect developments in QlikView dashboard and reporting
 - 'Activity Description' details expanded for clarification.
 - 'Owner Details' updated where absent
 - 'Quality Standard/Performance Indicator' details expanded to include measure and target
 - Removal of reference to EFQM Score - regular assessments not undertaken.
 - Targets updated where they have been increased to reflect key service improvements planned for 20/21: customer satisfaction, catalogue coverage, invoice compliance and first pick efficiencies.
- Employment Services
 - While there are no changes in the current document, there may need to be further changes made in-year. If this is the case, the updated Employment Services SLA will be brought back to the Committee for further approval.

The Committee are asked to **APPROVE** the updated Service Level Agreements for 2020/21.

NWSSP
July 2020

 GIG Cymru NHS Wales Partneriaeth Cydwasaethau Shared Services Partnership	AGENDA ITEM: 23 July 2020
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The report is not Exempt

Teitl yr Adroddiad/Title of Report

Medical Examiner Update Report

ARWEINYDD: LEAD:	Neil Frow, Managing Director
AWDUR: AUTHOR:	Andrew Evans, National Programme Manager
SWYDDOG ADRODD: REPORTING OFFICER:	Neil Frow, Managing Director
MANYLION CYSWLLT: CONTACT DETAILS:	Andrew.Evans@wales.nhs.uk

**Pwrpas yr Adroddiad:
Purpose of the Report:**

This Report presents the progress made in implementation of the Medical Examiner Service for Wales since the last report in November 2019.

Llywodraethu/Governance

Amcanion: Objectives:	Excellence – to develop an organisation that delivers a process excellence through a focus on continuous service improvement
Tystiolaeth: Supporting evidence:	N/a

Ymgynghoriad/Consultation :

N/a

Adduned y Pwyllgor/Committee Resolution (insert ✓):

DERBYN/ APPROVE		ARNODI/ ENDORSE		TRAFOD/ DISCUSS		NODI/ NOTE	✓
Argymhelliad/		The Committee is asked to note the attached report.					

Recommendation	
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Crynodeb Dadansoddiad Effaith: Summary Impact Analysis:	
Cydraddoldeb ac amrywiaeth: Equality and diversity:	No issues identified.
Cyfreithiol: Legal:	The service is being taken forward in accordance with UK Government requirements.
Iechyd Poblogaeth: Population Health:	No issues identified.
Ansawdd, Diogelwch a Profiad y Claf: Quality, Safety & Patient Experience:	All quality and safety considerations have been taken into account.
Ariannol: Financial:	All financial implications of the service have been assessed.
Risg a Aswiriant: Risk and Assurance:	The risks to the service have been fully assessed.
Safonau Iechyd a Gofal: Health & Care Standards:	Access to the Standards can be obtained from the following link: http://www.wales.nhs.uk/sitesplus/documents/1064/24729_Health%20Standards%20Framework_2015_E1.pdf Governance, Leadership and Accountability
Gweithlu: Workforce:	The impact on existing and required workforce has been fully assessed.
Deddf Rhyddid Gwybodaeth/ Freedom of Information	Open.

Medical Examiner Service Update Report

Background

The previous report to the Committee in November 2019 outlined:

- The demand and capacity model for Wales;
- The associated financial model;
- The proposed employment model;
- The proposed implementation timetable; and
- The associated financial forecasts for Phase 2 of the Programme (the build-up of acute death scrutiny) up to October 2020.

The impact of COVID 19 has effectively meant that the implementation timeframe had to be suspended in March 2020, with Medical Examiner Service capacity at that point diverted to support Health Boards manage the impact of the disease on the death certification process.

July 2020 has seen the re-start of implementation plans, with a foreshortened recruitment process in place aimed at retaining the original aim of a fully functioning service scrutinising all deaths not referred directly to the Coroner from 1st April 2021, although clearly the October timeframe for acute death scrutiny can no longer be met in full.

Assessment

A number of easements to existing legislation have been introduced by the UK Government in response to COVID 19. These have included changes to death certification process, with completion of the Certificate of the Cause of Death now able to be completed by a doctor other than the Qualified Attending Practitioner, and the removal of the requirement for completion of a Cremation Form 5 if the body is to be cremated. These changes, which may at some point be subject to reversal, have offered an opportunity to change the delivery model as it is no longer a requirement for a Medical Examiner, as the Cremation Form 5 doctor, to view a body and it offers the option for Medical Examiners to complete the Medical Certificate of the Cause of Death under certain circumstances.

COVID consequences have also meant that space on hospital sites is at even more of a premium than before, with some previous offers of accommodation being withdrawn. In response to this, the Programme Team has developed a revised operational model based on off-acute site Hub Offices, supported by on-acute site Spoke Offices utilising existing Mortuary or Bereavement Service accommodation, working at a Regional level:

Region	HBs Covered	Hub Office	Deaths per Year	Workforce
North Wales	BCUHB	St Asaph (tbc) (August 2020)	6,954	ME: 2.0 MEO: 6.5
Mid & West Wales	HDUHB PTHB	Llangenench (July 2020)	5,407	ME: 1.5 MEO: 5.0
South Wales Central	SBUHB CTMUHB	Porth (September 2020)	8,032	ME: 2.0 MEO: 7.5
South East Wales	C&VUHB ABUHB	Newport (October 2020)	9,198	ME: 2.5 MEO: 8.5

This model remains in line with the national Medical Examiner Guidance with the expectation that it will be financed through additional money made available via the UK Government.

In line with the above timeframe, the Hub Office in the Mid & West Wales Region became operational in July 2020, with an initial compliment of 1.0 Medical Examiner (10 sessions) and 4 Medical Examiner Officer (1 SMEO and 3 MEOs). As with all Offices, they will be working with local Health Board services to establish the necessary systems to underpin local provision in their initial phases.

An intensive recruitment process is currently underway to establish the Hub Offices in the remaining three Regions, based on the core compliment of 1.0 ME, 1.0 SMEO and 3.0 MEO, such that Hub Offices will be operational in each Region by the end of October 2020. Additional staff will then be recruited up to the full complement so that a full service is available from 1st April 2021 scrutinising all deaths not referred directly to the Coroner, effectively undertaking all stage 1 Mortality Reviews on behalf of Health Boards and Trusts.

Scrutiny of deaths in the community will begin with those that occur in directly managed Practices, Community Hospitals and Hospices but it needs to be recognised that there is a possibility that Independent Contractor Practices may not take part until legislation makes it a legal requirement. Although it was originally anticipated that this would be from April 2021 there is no fixed data at this stage and may occur later.

It is worthy of note that the volume and quality of applications to both Medical Examiner and Medical Examiner Officer post has exceeded expectations and is testament to the engagement work undertaken by the Programme Team since the inception of the Programme

ARGYMHELLIAD/RECOMMENDATION

The Committee is asked to:

- Note progress to date and current timeframes; and
- Continue to support the implementation of the Service.

NWSSP Finance & Corporate PMO Monthly Report			
Reporting Period	May 20 – Jun 20	Date Completed	22/06/2020
Summary	The purpose of this report is to provide a progress update.	Completed By	Ian Rose

<div> <div>Previous Status</div> </div> <div> <div>Current Status</div> </div>	<div> <div>Trend Status</div> </div> <div> Summary Update : 29 projects in progress. Two projects closed in June. </div>
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Green : Project on track -Time, Cost, Scope Blue : Closed/ Delivered or Closed/Withdrawn/Ceased Amber : At risk of failing - Time, Cost or Scope Red : Failed Time, Cost or Scope - urgent attention req'd <i>*Agreed between Proj Man and Proj Exec/Lead/Proj Dir/SRO</i> Scope - This is the estimated coverage of the project or programme - All Wales include All HBs at some stage, Healthboard - HB only, NWSSP - internal to NWSSP
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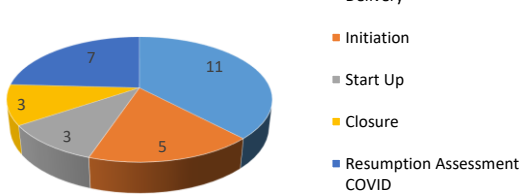
All Wales Project & Programmes						
Scope	Project Name	SRO	RAG	SIZE	Target Completion	% Completion
All Wales	Medical Examiner	Andrew Evans	Amber	Large	31/03/2021	31%
	GMPI - existing liabilities scheme	Mark Harris	Green	Large	31/07/2020	70%
	Transforming Access to Medicines (TRAMS) Stage 1	Neil Frow	Green	Large	31/03/2020	95%
	Single Lead Employer	Sarah Evans	Green	LargeXorg	31/03/2021	25%
	Primary Care NHAIS GP Payments	Neil Jenkins	Green	Medium	01/12/2020	10%
	Primary Care NHAIS Ophthalmic	Neil Jenkins	Green	Medium	01/12/2020	10%
	Laundry Transformation Programme - PBC	Neil Davies	Red	Large	28/07/2020	99%
	Brexit/NSDR	Mark Roscrow	Green	Small	31/01/2021	100%
	Locum Hub Wales- GP Wales - Employment Services Locum Shifts	Lisa Williams	Green	Medium	Not PMO Scoped	2%
	TRAMS Temp TMU	Neil Frow	Green	Medium	24/08/2020	20%
	IP5 Programme SOC	Mark Roscrow	Green	Large	31/12/2020	100%
	LsH > NWSSP Reporting - COVID19 Supply of Critical Items	Jonathan Irvine	Green	Medium	30/06/2020	100%
Scope	Project Name	SRO	RAG		Target Completion	% Completion
HEALTHBOARD	Community Dressings Swansea Bay - Phase 2	Tony Chatfield	Green	Medium	31/07/2020	95%
	Hywel Dda - Transfer of Transport Services	Tony Chatfield	Amber	Small	30/06/2020	25%
	Ward Stock Storage Assessment	Tony Chatfield	Amber	Medium	01/03/2021	20%
	Community Wound Dressings Cwm Taf - Phase 1 BJC	S Scott-Thomas	Amber	Medium	30/11/2020	90%
	ABHB transport redesign	Gildas Griffiths	Amber	Medium	AWI HB Planning	5%
Scope	Project Name	SRO	RAG		Target Completion	% Completion
NWSSP	Procurement Server migration	Graham Davies	Amber	Small	31/07/2020	65%
	Primary Care NHAIS - Patient Registration	Dave Hopkins	Green	Medium	30/11/2020	35%
	NHS Wales Staff Benefit Portal	Andy Butler	Amber	Medium	31/12/2020	6%
	Corporate Health Standards	Gareth Hardacre	Green	Medium	31/10/2021	55%
	Student Awards System Existing Stabilisation and New System Spec	Lisa Williams	Green	Medium	31/03/2021	7%
	Cleric - New Version for Existing Architecture	Tony Chatfield	Amber	Small	AWI - NWIS & HCS	95%
	Cleric Procurement of New System / contract	Tony Chatfield	Amber	Small	31/12/2020	10%
	New PMO software Requirements - Identifying a system	Andy Butler	Green	Medium	31/07/2020	90%
	Transfer of Transport Services from Powys	Tony Chatfield	Amber	Small	31/10/2020	85%
	NWSSP IT Review	Andy Butler	Amber	Medium	30/11/2020	27%
	NSV Codes/Review	Tony Chatfield	Amber	Small	AWI Initial Scoping	10%
	Automatic Data Capture [ADC] devices	Graham Davies	Green	Medium	AWI Initial Scoping	1%

Projects at Risk or Previously Paused Due to COVID - Updates

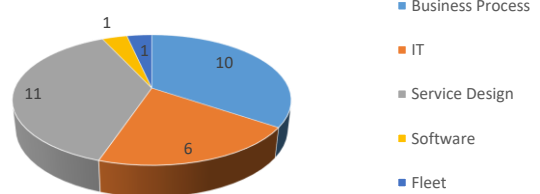
- **Procurement Server Migration** - Scheme to seek closure by 30th June.
- **Procurement Sabrecom - CLOSED** - Scheme closed and signed off by Dir of Procurement
- **Medical Examiner** - Scheme progressing with focus on the Workforce, Accommodation, IT and Finance workstreams.
- **NHS Wales Staff Benefit Portal** - Scheme being assessed to remobilise and scope with Business Justification Case being developed.
- **Laundry Transformation Programme - PBC** - PBC approved by the Programme Board and seeking SSPC submission and approval in July subject to Consultation
- **Hywel Dda - Transfer of Transport Services** - Scheme remains paused at the request of HCS due to COVID pressures
- **Ward Stock Storage Assessment** - Project being assessed for resumption with Louise Rogers, Vince Esley & Greg Dix Main - Dependent on Supply Chain
- **Community Wound Dressings Cwm Taf - Phase 1** - Scheme awaiting Healthboard agreement to initiate.
- **ABHB transport redesign** - Scheme dependent on ABUHB Director of Facilities and Healthboard to determine next steps.
- **Cleric - New Version for Existing Architecture** - Scheme awaiting confirmation by HCS and NWIS to resume and determine timescales and dates for change.
- **Cleric Procurement of New System / contract** - Scheme remains dependent on Head of HCS and Head of Procurement.
- **Transfer of Transport Services from Powys** - Scheme being assessed to remobilise dependent on Head of HC but targeting Q3 (Oct)
- **NSV Codes/Review of Automatic Data Capture [ADC] devices** - Scheme being assessed dependent on Supply Chain
- **NWSSP IT Review** - Scheme Stage 1 complete, Draft Report produced and minor amendments being made ahead of Programme Board on 29th June.

Graphs Representing Performance

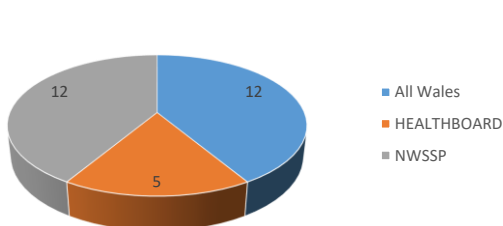
Projects In Progress - Current Stage



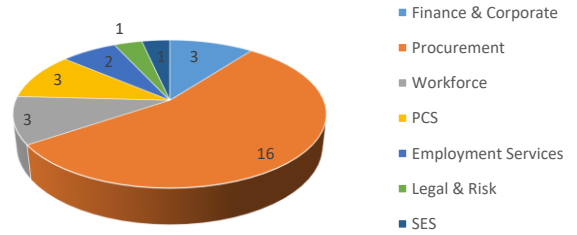
Projects By Product



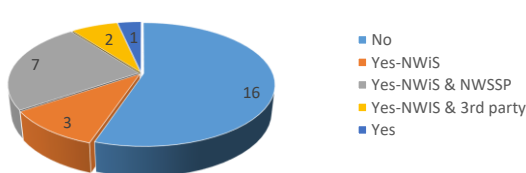
Projects by Scope



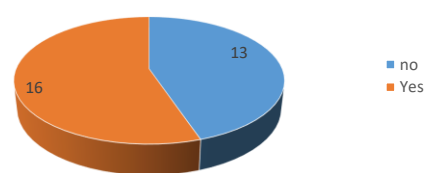
Project In Progress - Services



IT Related Projects



IMTP Related Projects



The Month Ahead

People

- Project Managers continue to provide support across NWSSP on a number of COVID19 schemes including COVID HUB, O365, Temp TUM and Recovery Groups.

Projects

- Laundry PBC - Approved by Programme Board in readiness for SSPC submission in July.
- MURA Transition - NWSSP Internet Site successfully migrated to MURA on June 3rd..

 GIG Cymru NHS Wales	Partneriaeth Cydwasaethau Shared Services Partnership	AGENDA ITEM:XX 23rd July 2020
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The report is not Exempt

Teitl yr Adroddiad/Title of Report

Finance, Workforce and Performance Update Report

ARWEINYDD: LEAD:	Andy Butler, Director of Finance & Corporate Services & Gareth Hardacre, Director of WODS
AWDUR: AUTHOR:	Finance and Workforce Team
SWYDDOG ADRODD: REPORTING OFFICER:	Andy Butler, Director of Finance & Corporate Services

**Pwrpas yr Adroddiad:
Purpose of the Report:**

The purpose of this report is to provide the SSPC with an update on finance, workforce and performance matters within NWSSP as at 30th June 2020.

Llywodraethu/Governance

Amcanion: Objectives:	Value for Money - To develop a highly efficient and effective shared service organisation which delivers real terms savings and service quality benefits to its customers. Excellence - To develop an organisation that delivers process excellence through a focus on continuous service improvement, automation and the use of technology. Staff - To have an appropriately skilled, productive, engaged and healthy workforce.
Tystiolaeth: Supporting evidence:	-

Ymgynghoriad/Consultation :

Adduned y Pwyllgor/Committee Resolution (insert ✓):

DERBYN/ APPROVE		ARNODI/ ENDORSE		TRAFOD/ DISCUSS		NODI/ NOTE	✓
Argymhelliad/ Recommendation	<p>The Committee is asked to:</p> <ol style="list-style-type: none"> 1. Note the financial position to 30th June 2020. 2. Note the significant level of professional influence benefits generated by NWSSP to 30th June 2020. 3. Note the performance against the high-level key performance indicators to 30th June 2020. 4. Note the workforce data for the period. 5. Note the content of this update and seek further information if required. 						

Crynodeb Dadansoddiad Effaith: Summary Impact Analysis:	
Cydraddoldeb ac amrywiaeth: Equality and diversity:	No direct Impact
Cyfreithiol: Legal:	No direct Impact
Iechyd Poblogaeth: Population Health:	No direct Impact
Ansawdd, Diogelwch a Profiad y Claf: Quality, Safety & Patient Experience:	No direct Impact
Ariannol: Financial:	Distribution to NHS Wales
Risg a Aswariant: Risk and Assurance:	Consolidation of Financial & Workforce Risk
Safonau Iechyd a Gofal: Health & Care Standards:	No direct Impact
Gweithlu: Workforce:	No direct Impact
Deddf Rhyddid Gwybodaeth/ FOIA	Open

Executive Summary

Period 1st April 2020 to 30th June 2020

Financial Position

As at the 30th June 2020 2020 NWSSP are reporting an underspend of £471k. This compares to an underspend of £577k as at the 30th June 2019.

An assumption of Welsh Government funding for additional NWSSP Covid-19 operational expenditure of £2.196m has been included in the position. If this funding is not forthcoming, the Month 3 financial position would be overspent by £1.725m.

The 2019/20 accounts were signed off in June, all financial targets were met and the accounts were prepared in accordance with the original timetable despite the challenges arising from the Covid outbreak during this timeframe.

Key Performance Measures

37 of our 42 key performance indicators are currently reporting green or amber. The following 5 internal measures however, are showing as red and should be noted.

High Level - KPIs June 2020 (unless stated otherwise)	Target		Position at 31 Mar	Position at 30 Apr	Position at 31 st May	Position at 30 th June
NHS Debts in excess of 11 weeks – Value	<£100k	Monthly	£45k	£150k	£283k	£236k
NWSSP PSPP NHS % (In Month)	95%	Monthly	69.84%	95.45%	77.08%	76.32%
Variable Pay – Overtime	<£43k	Monthly	£43k	£102k	£165k	£246k
Agency % to date	<0.8%	Cumulative	1.19%	2.67%	2.75%	2.18%
Time to Shortlist by Managers	3 Days	Monthly	10.3 days	11.1 days	23.2 days	20.8 days

Aged Debts - There continues to be issues with the payment of NWSSP NHS debtor invoices, largely due to the Cardiff & Vale No PO no Pay policy and the slow payments by Cwm Taf Morgannwg. The issue with Cardiff & Vale should reduce as PO numbers are now requested prior to invoices being raised to this Health Board.

NHS PSPP - The target for NHS Invoices paid within 30 days is 95%. For June 2020 the NWSSP achievement was 76.32%. If this performance continues, NWSSP will fail to hit this target for 2020/21.

Variable Pay & Agency - Variable Pay has increased substantially since April 2020 and is primarily related to additional activity associated with Covid-19. During June 2020, Agency spend totalled £177k (£52k June 19), Bank totalled £204k (£70k June 19) and overtime totalled £246k (£46k June 19). The significant increase in agency usage should be monitored and where possible bank or redeployed staff should be utilised.

Time to Shortlist - The time to shortlist remains significantly above the 3 day target with only 7 out of 29 records achieving the target.

Summary - The June 2020 financial position was within expectations, however this should be monitored as we progress through the financial year. Discussions with Welsh Government will be progressed regarding the likelihood of receiving funding for operational Covid-19 support costs.

Finance, Workforce and Performance Update Report

INTRODUCTION

This report provides an update on the following to 30th June 2020:

- Cumulative Financial Position
- High Level Performance indicators
- Workforce Information

NWSSP Financial position

NWSSP reported a break-even position at the close of Month 3:

	Annual Budget £0k	YTD Budget £0	YTD Expend £0	YTD under/ overspend £0
Audit & Assurance Services	2,655	668	630	-37
Procurement Services	15,044	4,289	4,221	-68
Health Courier Services	1,366	900	876	-25
SMTL	723	215	224	9
Stores	0	2,083	2,084	1
Employment Services	10,439	2,630	2,620	-10
Primary Care Services	11,705	2,958	2,873	-85
Legal & Risk Services	2,602	644	619	-24
WIBSS	0	0	0	0
Welsh Risk Pool Services	459	118	117	-1
Specialist Estates Services	3,058	797	729	-67
Medical Examiner Service	25	25	25	0
Single Lead Employer	265	265	265	0
E-Business Central Team Services	1,149	-38	-38	0
Accounts Payable	3,142	781	792	11
E-Enablement	530	132	128	-4
Counter Fraud Services	450	112	107	-6
Corporate Services	-805	-1,837	-1,874	-37
Corporate IT Support/RPA	1,756	461	457	-4
PMO/TRAMS	376	98	95	-3
Accommodation	2,359	589	566	-23
Finance	938	233	214	-18
Finance Academy	450	121	119	-2
Welsh Language	192	47	44	-4
GP Training Scheme	0	0	0	0
Workforce & OD/WFIS/ESR/TEL	2,066	513	442	-71
Salary Sacrifice	-30	-8	-12	-5
ESR Enhanced	-60	-15	-15	0
Distribution	0	0	0	0
Corporate Reserves	-63	0	471	471
	60,791	16,780	16,780	0

NWSSP Professional Influence benefits

The main financial benefits accruing from NWSSP relate to professional influence benefits derived from NWSSP working in partnership with Health Boards and Trusts. These benefits relate to savings and cost avoidance within the health organisations.

The benefits, which relate to Legal Services, Procurement Services and Specialist Estates Services can now be allocated across health organisations for all areas other than construction procurement. This is not possible for construction procurement due to the mechanism utilised to capture the data. Detail for health boards and trusts is reported in the individual performance reports issued to health organisations quarterly.

The indicative financial benefits across NHS Wales arising in the period April 2020 – June 2020 are summarised as follows:

Service	YTD Benefit £m
Specialist Estates Services *	0.117
Procurement Services*	2.912
Legal & Risk Services	16.389
Total	19.301

**The Specialist Estates Services Benefit does not include the Quarter 1 BfW savings which will be available in August. The Procurement Services Benefit is currently been updated and will be available in July.*

PERFORMANCE

Performance Reporting – to Health Boards and Trusts

NWSSP performance reports continue to be produced and distributed on a quarterly basis. The Quarter 1 reports are in the process of being produced. These reports reflect the ongoing developments in NWSSP performance reporting and incorporate feedback received to date.

Additionally, high level KPI data relating to the performance of each service for all Wales is detailed in the table below. This provides data for June 2020 (unless otherwise stated) along with comparison to the previous two periods.

KEY FINANCIAL TARGETS

The table below provides a summary of key financial indicators for consideration.

Financial Position and Key Targets	Target		Position at 31-Mar	Position at 30-Apr	Position at 31-May	Position at 30-Jun
Financial Position – Forecast Outturn	Break even	Monthly	(£11k)	Breakeven	Breakeven	Breakeven
Capital financial position	Within CEL	Monthly	Achieved CEL met	On Target	On Target	On Target
Planned Distribution	£0.75m	Annual	£2.00m	£0.75m	£0.75m	£0.75m
NWSSP PSPP NON-NHS % (In Month)	95%	Monthly	97.78%	96.90%	97.70%	97.98%
NWSSP PSPP NON-NHS % (Cumulative)	95%	Monthly	98.11%	96.90%	97.27%	97.49%
NWSSP PSPP NHS % (In Month)	95%	Monthly	69.84%	95.45%	77.08%	76.32%

It should be noted that although the Public Sector Payment Policy does not officially apply to the payment of NHS invoices, Welsh Government have been pushing to ensure that payments to other NHS bodies are made within 30 days against the 95% target. As such, a target has been included above to show performance against this.

KEY PERFORMANCE MEASURES

The table below provides a summary of key performance indicators for consideration.

High Level - KPIs June 2020 (unless stated otherwise)	Target		Position at 31 Mar	Position at 30 Apr	Position at 31 May	Position at 30 Jun
Internal Indicators						
Corporate						
NHS Debts in excess of 11 weeks – Value	<£100k	Monthly	£45k	£150k	£283k	£236k
NHS Debts in excess of 17 weeks – Value	0	Monthly	£0k	£0k	£1.5k	£0.03k
Variable Pay – Overtime	<£43k	Monthly	£43k	£102k	£164k	£246k
Agency % to date	<0.8%	Cumulative	1.19%	2.67%	2.75%	2.18%
<u>NWSSP Org KPIs Recruitment</u>						
Time to Approve Vacancies	10 days	Monthly	9.7 days	12.1 days	10.6 days	6.0 days
Time to Shortlist by Managers	3 Days	Monthly	7.8 days	11.1 days	23.2 days	20.8 days
Time to notify Recruitment of Interview Outcome	3 Days	Monthly	3.9 days	3.9 days	29.2 days	2.7 days
<u>Website & Social Media Reach</u>						
Internet hits per month	>100k	Monthly	114k	125k	132k	27k
Intranet hits per month	>75k	Monthly	75k	71k	61k	79k

Twitter Followers		Cumulative	3,274	3,359	3,395	3,433
Twitter New Followers	35	Monthly	82	88	68	21
Tweet Impressions	20k	Monthly	42k	49k	162k	57k
Tweets	20	Monthly	49	58	43	71
Professional Influence						
Professional Influence Savings	£110m annual target	Cumulative	£129m	Incomplete	Incomplete	£19m
Procurement Services						
Procurement savings *Current Year	£24.28m	Cumulative	£34.29m	Incomplete	Incomplete	Incomplete
All Wales PSPP – Non-NHS YTD	95%	Quarterly	96.1%	Reported Quarterly	Reported Quarterly	93.45%
All Wales PSPP –NHS YTD	95%	Quarterly	85.1%	Reported Quarterly	Reported Quarterly	83.71%
Accounts Payable % Calls Handled (South)	95%	Monthly	99.7%	99.6%	100%	Not Available
Employment Services						
Payroll accuracy rate (Added Value)	99.6%	Monthly	99.75%	99.84%	99.78%	Not Available
<u>All Wales Org KPIs Recruitment</u>						
Time to Approve Vacancies	10 days	Monthly	10.1 days	12.0 days	17.2 days	10.9 days
Time to Shortlist by Managers	3 Days	Monthly	7.3 days	12.2 days	17.2 days	15.6 days
Time to notify Recruitment of Interview Outcome	3 Days	Monthly	2.9 days	4.3 days	7.6 days	6.9 days
<u>All Wales Org - NWSSP KPIs recruitment element</u>						
Time to Place Adverts	2 days	Monthly	1.4 days	2.1 days	1.4 days	1.7 days
Time to Send Applications to Manager	2 days	Monthly	1.0 day	1.1 days	1.1 days	1.0 days
Time to send Conditional Offer Letter	4 days	Monthly	3.5 days	3.3 days	3.1 days	3.2 days
Recruitment % Calls Handled		Monthly	92%	87.1%	92.5%	90.1%
Primary Care Services						
Payments made accurately and to timescale	100%	Monthly	99.93%	100%	Partially Complete	Not Available
Prescription - keying Accuracy rates (Payment Month)	99%	Monthly	99.51%	99.8%	99.21%	99.85%
Internal audit						
Audits reported % of planned audits	1%	Cumulative	Not Available	95%	Reported directly to Audit Committee	1%
% of audit outputs in progress		Cumulative	Not Available	5%	Reported directly to Audit Committee	17%
Report turnaround management response to draft report [15 days]	80%	Cumulative	Not Available	69%	Reported directly to Audit Committee	Not Applicable
Report turnaround draft response to final reporting [10 days]	80%	Cumulative	Not Available	99%	Reported directly to Audit Committee	Not Applicable
Legal and risk						
Timeliness of advice acknowledgement - within 24 hours	90%	Monthly	100%	100%	100%	98%
Timeliness of advice response – within 3 days or agreed timescale	90%	Monthly	100%	100%	100%	98%
Welsh Risk Pool						

Acknowledgement of receipt of claim	100%	Monthly	100%	No Committee	100%	No Committee
Valid claims received within deadline processed in time for next WRP committee	100%	Monthly	100%	No Committee	100%	No Committee
Claims agreed paid within 10 days	100%	Monthly	100%	No Committee	100%	No Committee

COVID-19

The additional NWSSP operational Covid-19 spend incurred to 30th June 2020 is £2.196m. At present income from Welsh Government is assumed to cover these additional costs. The expenditure incurred is summarised in the table below:

Additional COVID Expenditure	£m
Staff costs - bank and overtime	0.822
Staff costs - agency	0.527
Interim F1s	0.265
Transportation costs	0.338
Additional cleaning/equipment/security costs	0.114
Distribution of shielding letters	0.051
External laboratory testing	0.047
Other non pay costs	0.032
TOTAL	2.196

Capital Covid orders totalling £10.617m were approved to 30th June 2020. £3.521m of these are for expenditure on ventilators which will be treated as national assets in the short term and capitalised within NWSSP. The remainder will be recharged to UHBs/Trusts during the financial year when the costs are incurred. To 30th June 2020, capital Covid costs for goods received totalled £8.822m with £6.968m incurred for All Wales purchases that will be recharged to UHBs/Trusts.

In total to 30th June 2020 we have incurred net All Wales Covid-19 revenue costs for PPE and Equipment received totalling £79.830m which were recharged to Welsh Government in full. The total value of COVID non-stock purchase orders raised for All Wales PPE and Equipment (capital and revenue) in 2020/21 currently totals £203.021m, which reduces to £165.955m when recharges to other Nations for supplies of PPE are deducted.

Capital

A review of the £0.600m discretionary capital budget continues against requests for capital funds that were made as part of the IMTP process. The NWSSP Capital Expenditure Limit at 30th June 2020 can be summarised as:

	£m
Discretionary Allocation	0.600
National Workforce Reporting System	0.163
NHAIS Replacement	0.253
Covid19 - Temporary Medicines Unit	0.537
TOTAL	1.553

Welsh Risk Pool

DEL position as at Month 3

As at the end of Month 3 total of **£20.09m** has been utilised by the WRP and a detailed breakdown is provided below with the 2019/20 comparator.

Expenditure type	Position as at M3 2019/20 £M	Position as at M3 2020/21 £M
Claims reimbursed & WRP Managed Expenditure	16.391	5.996
Periodical Payments made to date	0.646	0.610
Redress Reimbursements	0.351	0.383
EIDO – Patient consent	0.000	0.000
Clinical Negligence Salary Subsidy	0.000	0.000
WRP Transfers, Consent, Prompt, CTG	0.000	0.002
Movement on Claims Creditor	5.363	13.097
Year to date expenditure	22.751	20.088

Although total expenditure is of a comparable value to the position at this point last year, reimbursements are lower at Month 3 compared to 2019/20. The higher claims creditor in 2020/21 directly correlates to the lower reimbursement value, i.e., the value of claims reimbursed as at Month 3 is lower this year with more outstanding for reimbursement in the WRP creditor.

DEL FORECAST 2020/21

The DEL forecast is set out in the table below

Month 3	£Ms
Estimated spend to 30 June 2020	19.706
Settled cases – awaiting payment	20.890
JSM/RTM/Offer	59.428
PPO's to March 2021	13.878
Sub Total	83.902
PI – estimate to March 2021	2.625
Highly likely – RTM planned	20.457
Possible settlements before 31/03/2021	16.627
Estimate – 40% of Probable Claims <£200K	2.222
Estimate – 40% of Certain Claims <£200K	7.698
Estimate – Managed Claims	2.2500.150
Legal & Risk – Clinical Negligence Salary costs (WG agreement)	
Total 2020/21 DEL forecast	135.931
Case slippage within possible and highly likely settlements above	(14.976)
IMTP DEL Forecast 2020/21	120.955

The IMTP forecast outturn of £120.955m incorporates a risk sharing requirement of £13.779 from Health Boards. The forecast has increased to approximately **£136M** and is mainly due to one high value case which was expected to settle with PPOs but instead settled on a lump sum basis only. Other key movements include two other high value cases where the lump sum element has been revised upwards within the overall quantum estimate and a £3.7M case brought forward into 2020/21, from future years.

The potential DEL overspend above is to be managed carefully to identify where there may be mitigation via natural case slippage. There may also be further slippage due to the Covid 19 pandemic where expert engagements may be delayed. Delays in case progression due to external factors can mean the final outturn could still be within the IMTP forecast figure of £121M. This will be assessed via a pending exercise to review all high value cases in detail in terms of case progression and the most likely lump sum values on settlement.

WORKFORCE INFORMATION



NWSSP STAFF IN POST

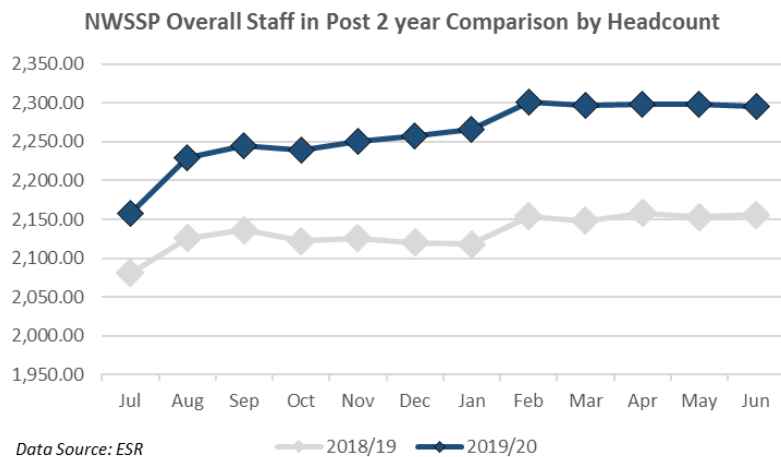
The table below outlines the directly employed contracted full time equivalent (FTE) and headcount figures for NWSSP as at 30th June 2020:

Section	Headcount		FTE		Headcount Change	
	May 20	Jun 20	May 20	Jun 20	Headcount Change +/-	Headcount Change +/- %
Accounts Payable Section	137	137	130.93334	130.93334	0.00	0.00%
Audit & Assurance Section	52	52	49.36	49.36	0.00	0.00%
Corporate Section	62	62	57.30666	57.50666	0.00	0.00%
Counter Fraud Section	7	7	7	7	0.00	0.00%
Digital Workforce Solutions Section	17	17	16	16	0.00	0.00%
E-Business Central Team Section	12	12	10.93333	10.93333	0.00	0.00%
Employment Section	357	358	326.36528	326.85861	1.00 ▲	0.28%
Finance Section	28	28	25.98001	25.98001	0.00	0.00%
GP Trainees Section	497	497	446.95	447.05	0.00	0.00%
Legal & Risk Section	117	117	107.24	107.24	0.00	0.00%
Primary Care Section	305	304	279.25695	278.25695	-1.00 ▼	-0.33%
Procurement Section	608	604	574.89625	571.29625	-4.00 ▼	-0.66%
Specialist Estates Section	46	46	44.96	45.10667	0.00	0.00%
Surgical Materials Testing (SMTL) Section	22	22	20.32	20.32	0.00	0.00%
Welsh Employers Unit Section	4	4	3.8	3.8	0.00	0.00%
Workforce & OD Section	28	28	26.75333	26.75333	0.00	0.00%
NWSSP Overall	2299	2295	2128.0552	2124.39515	-4.00 ▼	-0.17%

The change of headcount and FTE is attributable to starters, leavers and change of assignments from bank to substantive employees.

NWSSP OVERALL HEADCOUNT TRAJECTORY

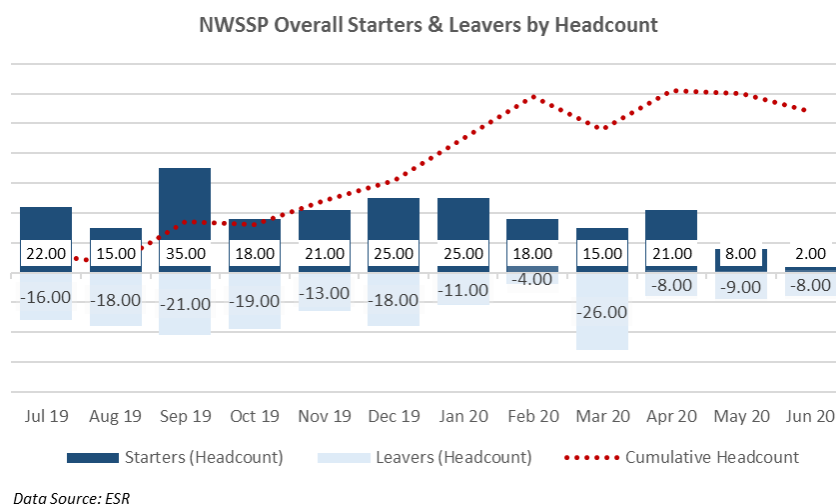
The graph below shows the rolling 12-month headcount trajectory compared to the same period for the previous year.



The significant increase in headcount is attributable to the growth in our Single Lead Employer activity.

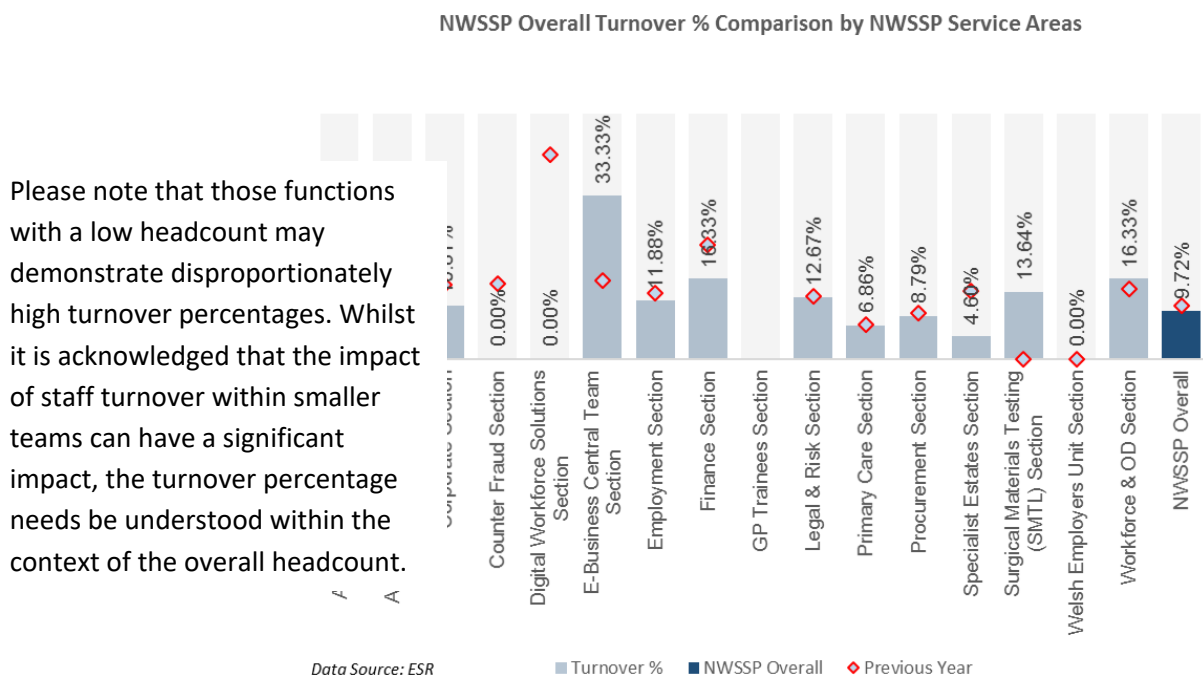
STAFF TURNOVER

The turnover rate for NWSSP from 1st July 2019 to 30th June 2020 is **9.72%** compared to **10.93%** for the same period last year.



This graph shows the starters and leavers in NWSSP from July 2019 to the end of June 2020. GP Trainees and Bank workers are excluded from this information

Further detail of turnover by service area is shown in the chart below:



The top three reasons for staff leaving NWSSP over the last 12 months are:

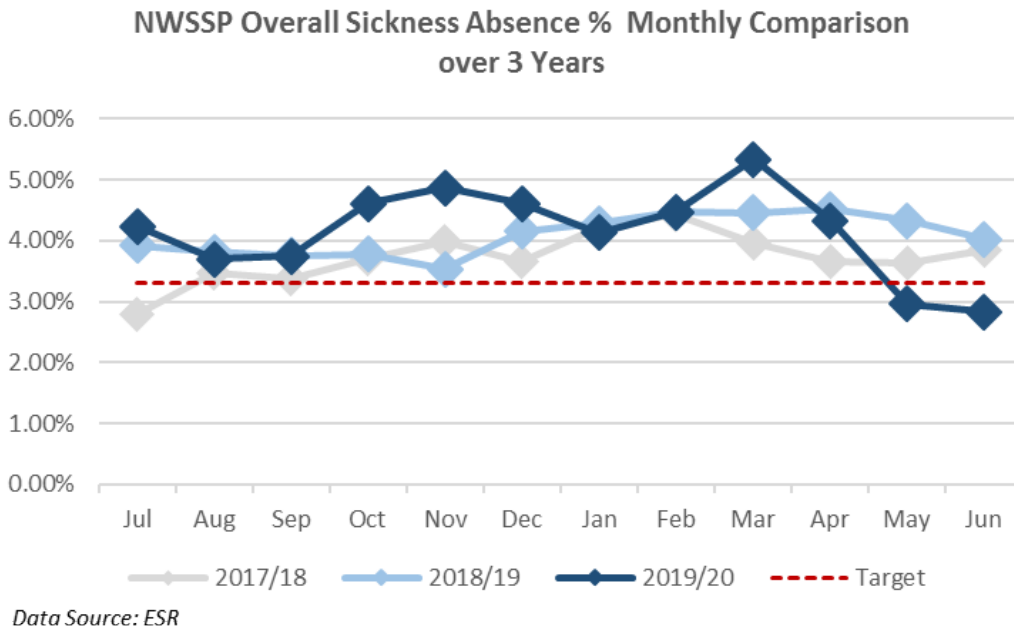
Top 3 Leaving Reasons		
Rank	Reason	Headcount
1	Voluntary Resignation - Promotion	38
2	Voluntary Resignation - Other/Not Known	32
3	Retirement Age	21

Other reasons for absence during this period include relocation (13); end of fixed term contract (11); return to study (11); and flexi retirement (10)

Of **171** staff that left the organisation during this period, **115** staff left through voluntary resignation, equivalent to **67.25%** of all terminations. **0** dismissals occurred in June 2020.

SICKNESS ABSENCE

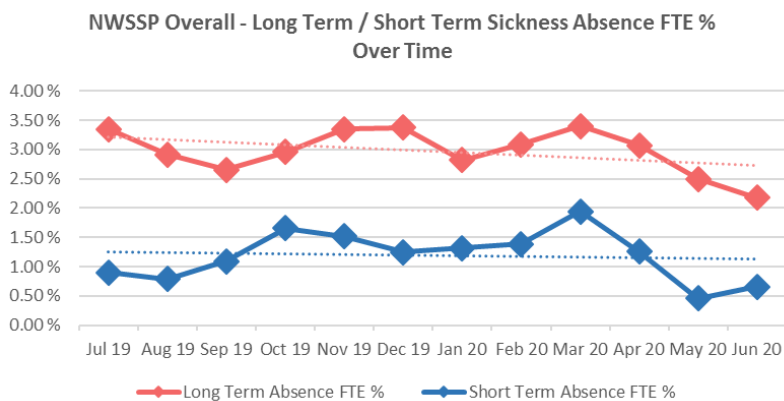
The chart below shows the average sickness absence rate for NWSSP for the period July to June for the three years, 2018, 2019 and 2020 (to date)



NWSSP's target is 3.30% in line with the Welsh Government target of reducing sickness absence by 1%.

The in-month sickness absence rate for June 2020 was **2.84%**, which is a **0.1% decrease** from the May 2020 position. As mentioned in previous reporting, this fall in sickness absence could be attributed to the ability for many staff to work from home and flexibility of how their hours are worked across the week.

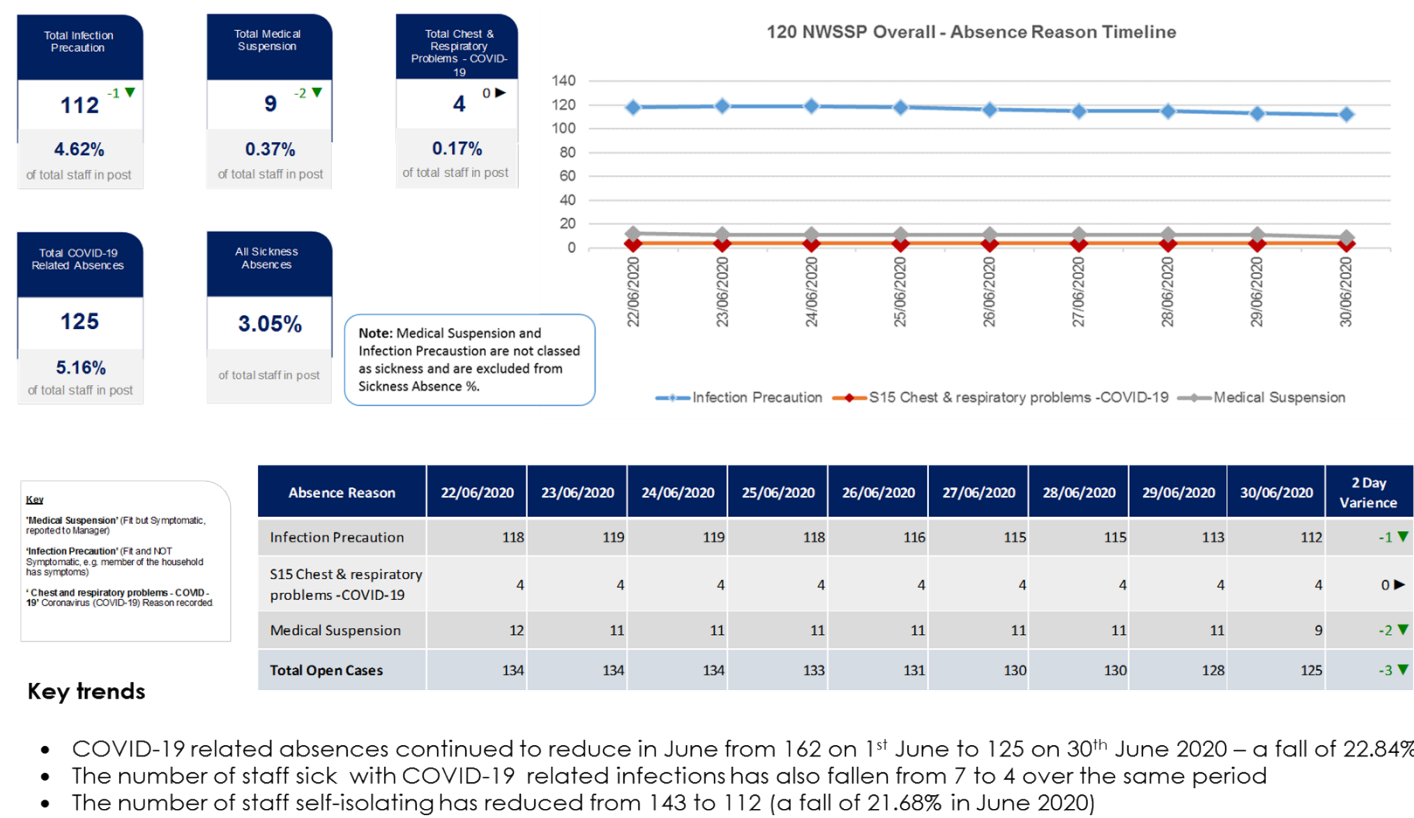
The 12-month trend in Long Term versus Short Term Sickness absence for the period 1st July 2019 to 30th June 2020:



WOD are currently supporting managers in relation to the application of the MAW Policy for 36 employees of which 32 (88.9%) are absent because of long-term sickness.

Please note: the figures cited in the narrative differ substantially from the 53 and 51 cited in last months report, due to an error in reporting. However the percentage of long term sickness in May 2020 of 96.2% of total sickness absence remained accurate.

COVID RELATED ABSENCES



Key

Medical Suspension (Fit but Symptomatic, reported to Manager)

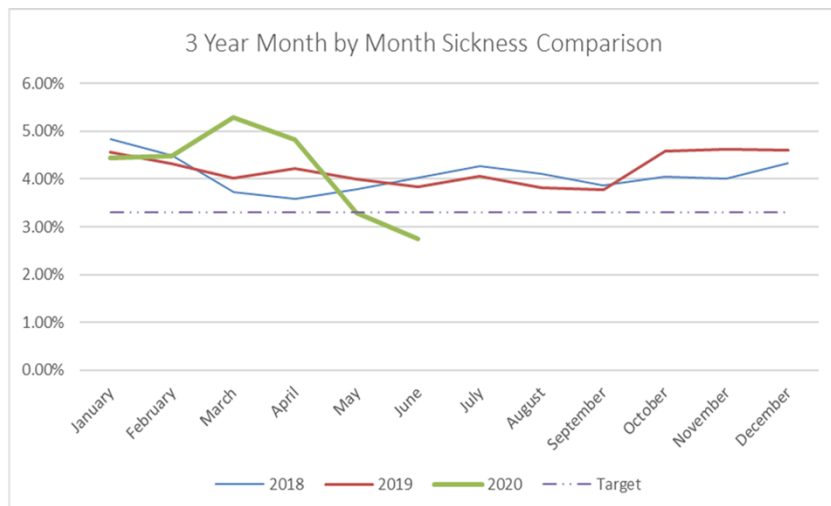
Infection Precaution (Fit and NOT Symptomatic, e.g. member of the household has symptoms)

Chest and respiratory problems - COVID-19 Coronavirus (COVID-19) Reason recorded

Absence Reason	22/06/2020	23/06/2020	24/06/2020	25/06/2020	26/06/2020	27/06/2020	28/06/2020	29/06/2020	30/06/2020	2 Day Variance
Infection Precaution	118	119	119	118	116	115	115	113	112	-1 ▼
S15 Chest & respiratory problems -COVID-19	4	4	4	4	4	4	4	4	4	0 ►
Medical Suspension	12	11	11	11	11	11	11	11	9	-2 ▼
Total Open Cases	134	134	134	133	131	130	130	128	125	-3 ▼

Key trends

- COVID-19 related absences continued to reduce in June from 162 on 1st June to 125 on 30th June 2020 – a fall of 22.84%
- The number of staff sick with COVID-19 related infections has also fallen from 7 to 4 over the same period
- The number of staff self-isolating has reduced from 143 to 112 (a fall of 21.68% in June 2020)



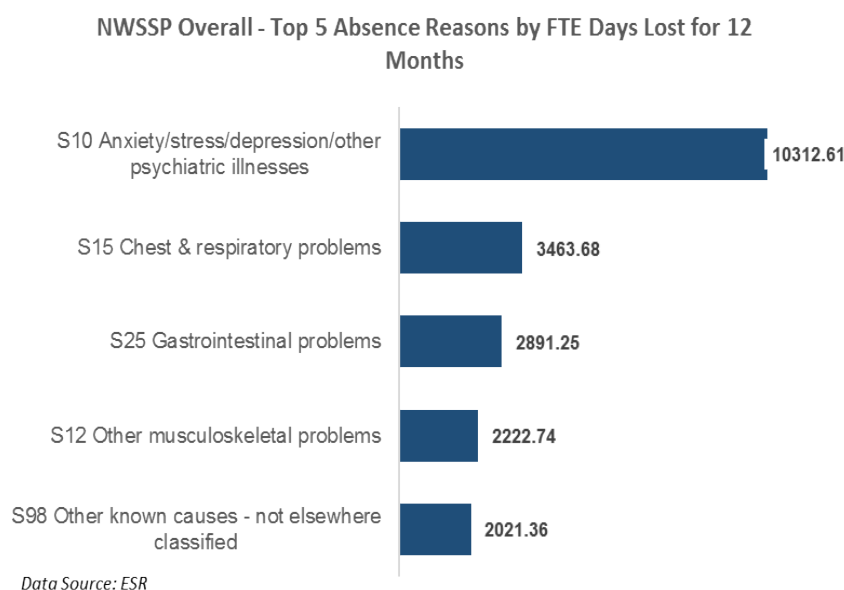
When considering the impact of COVID-19 on the overall sickness absence of NWSSP, there appears to be a significant downward trajectory from the previous two years - 3.78% in 2018 to 4% in 2019 and **2.74%** in 2020. It should be noted that the June 2020 figure is only indicative at this point.

	2018	2019	2020	Target
January	4.83%	4.56%	4.44%	3.30%
February	4.48%	4.33%	4.48%	3.30%
March	3.73%	4.02%	5.29%	3.30%
April	3.59%	4.23%	4.82%	3.30%
May	3.78%	4.00%	3.30%	3.30%
June	4.04%	3.83%	2.74%	3.30%
July	4.28%	4.07%		3.30%
August	4.12%	3.81%		3.30%
September	3.86%	3.78%		3.30%
October	4.04%	4.58%		3.30%
November	4.02%	4.63%		3.30%
December	4.34%	4.60%		3.30%

Over recent weeks we have been asking staff to update their risk assessments to help us to get a true account of the status to date in relation to self-isolation and the impact of homeworking. The result of the survey undertaking on the impact of home- and office-working during the pandemic has also recently closed, the result so f which will be available shortly.

REASONS FOR SICKNESS ABSENCE

The chart below shows the top five reasons for sickness absence within NWSSP based on FTE lost from 1st July 2019 to 30th June 2020:

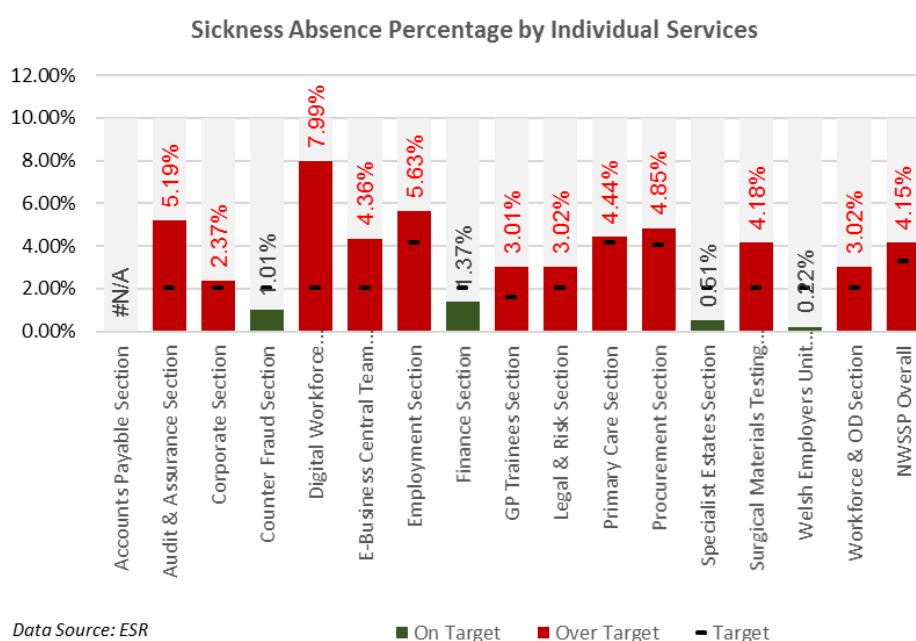


Anxiety, stress and depression continue to be the primary reason for sickness absence within NWSSP with just over 10,300 hours lost per annum. These hours lost could be reflective of the long term nature of such absences.

NWSSP has numerous avenues of support for those suffering with their mental health, including the introduction for the Mental Health First Aiders Programme; the Peer Support Programme for COVID-19; and our Employee Assistance Programme.

SICKNESS ABSENCE – SERVICES

The chart below shows the average sickness absence rate for each service from 1st July 2019 to 30th June 2020:

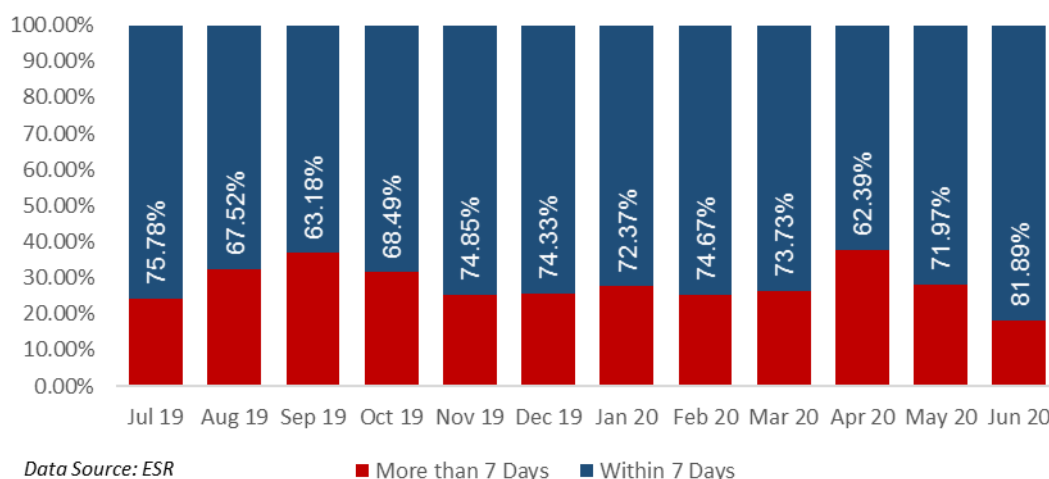


PERCENTAGE OF ABSENCE ENTERED WITHIN 7 DAYS

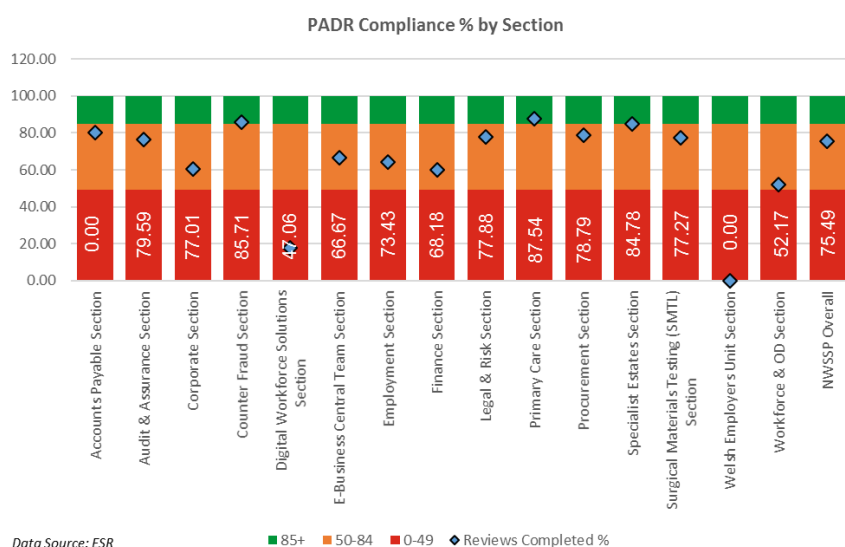
Much of the data presented in this report is correct at the time that it is drawn down from ESR. Figures in the next report for the same period may alter due to a lag time in the entering of this data.

The graph below shows the percentage of absences entered into ESR within 7 days of the first day of absence, in the period 1st July 2019 to 30th June 2020. Accurate and timely entry of sickness absence information into ESR is fundamental to ensuring accurate payment of staff and informed reporting. It should also be noted that this is a requirement of all managers as part of the NWSSP Core Organisational Objectives developed to support the application of the Pay Progression Policy.

NWSSP Overall - Percentage of Sickness Absence Recorded on ESR Within 7 Days



PADR



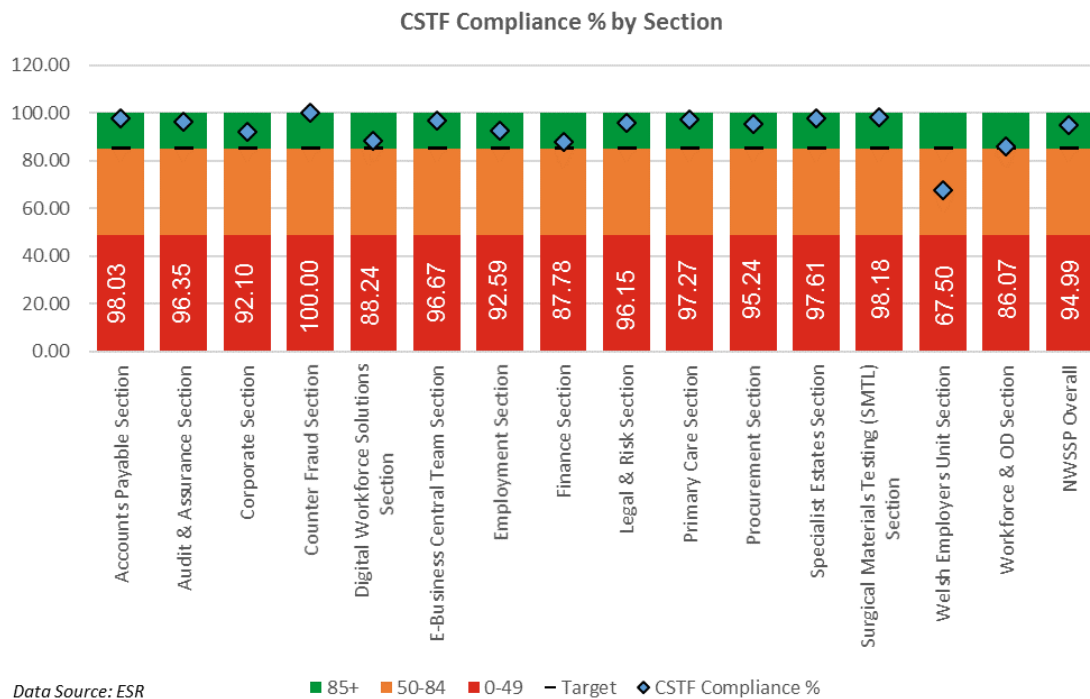
NWSSP completed **82.58%** of Appraisal Reviews as of 30th June 2020, excluding new starters for 3 months, bank workers, GP trainees and those staff who are on career break, maternity & adoption, external secondment or suspension. This is a 2.27% increase on the last reported data for May 2020 where the figure sat at 80.30%.

The message to start considering PADRs and reviewing objectives is being reinforced at local SMT's.

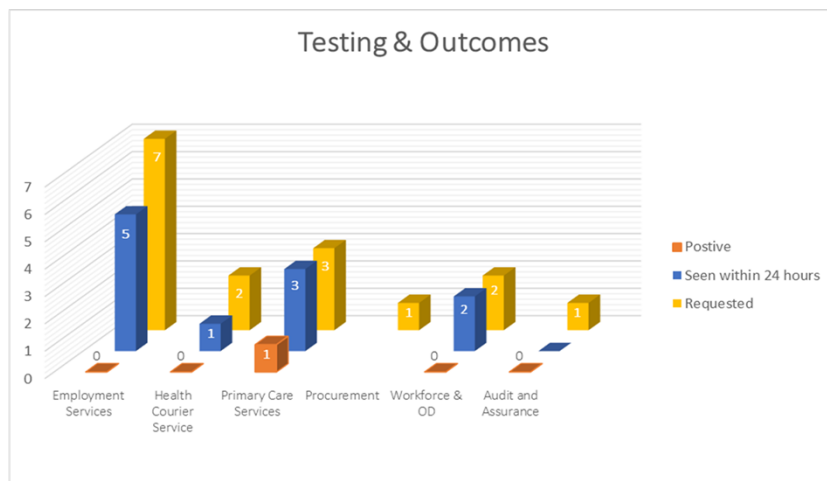
LEARNING COMPLIANCE

Statutory and Mandatory Training

NWSSP is currently **98.03%** compliant with the Core Skills Training Framework, which is above the recognised minimum standard for statutory and mandatory training. This figure is down 0.5 percentage points on the previous month. Please note this excludes GP trainees and bank workers. Whilst this is a reasonably healthy position, attention needs to be paid to maintain or improve the data.



TESTING



Please note, these figures are as accurate as the information we have available to us in any one day, as we are reliant on the communications from the employee, to management and then into Workforce & OD of the test date and outcome

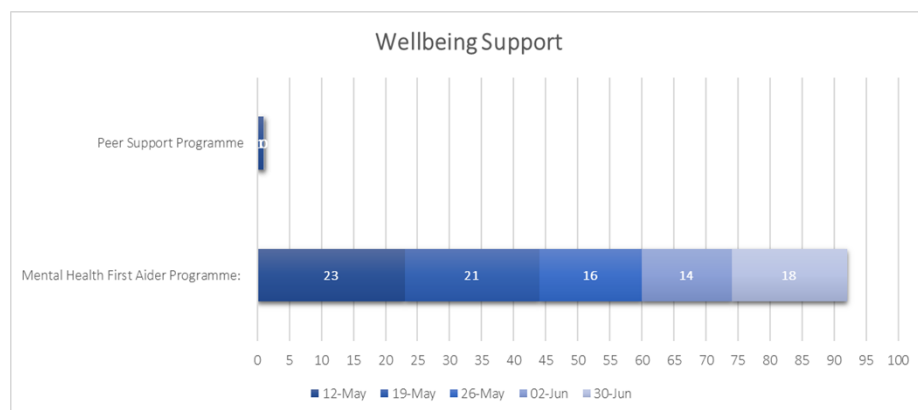
Our figures on Testing remain the same as previous weeks. Prior to the introduction of the National Testing System, we received 16 requests for testing, one of which was for a family member.

From receipt of request to appointment the majority of appointments were turned around 24 hours. Results were then available less than 48 hours after this.

One employee was been found to have tested positive.

The testing option for NWSSP remained open during the launch of the National System whilst it embedded itself. In the three weeks since inception NWSSP have received no further requests for testing.

WELLBEING SUPPORT

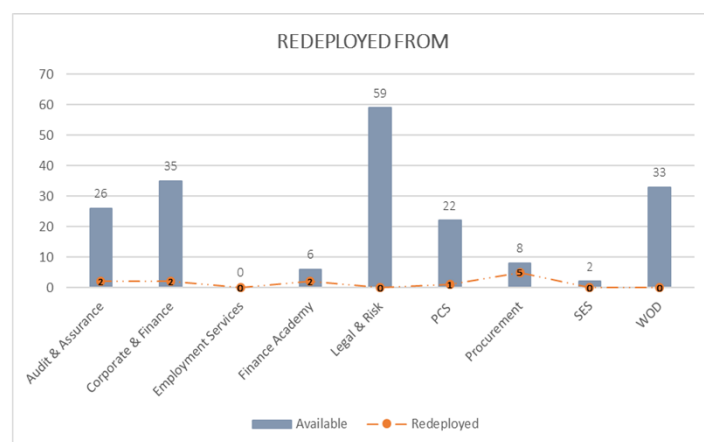


98.92% of our wellbeing support to date has been provided by the Mental Health First Aiders through the organisation. Of the 93 calls received, 19 have been related to COVID-19.

The Peer Support Programme set up in response to the COVID-19 pandemic to provide support staff has to date received one call.

Please note, we are currently reporting one week behind in relation to our support programmes

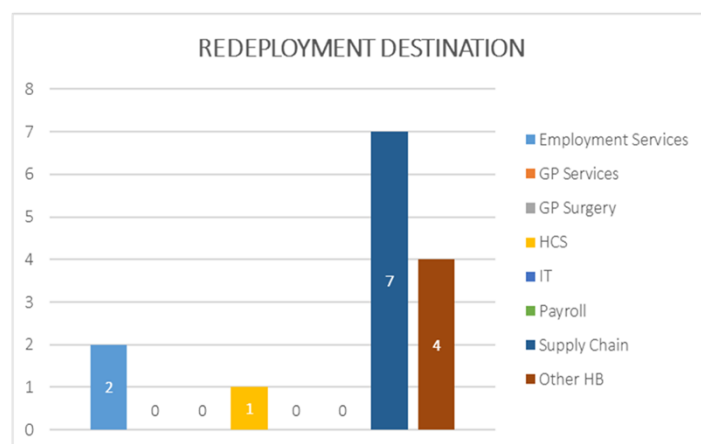
REDEPLOYMENT



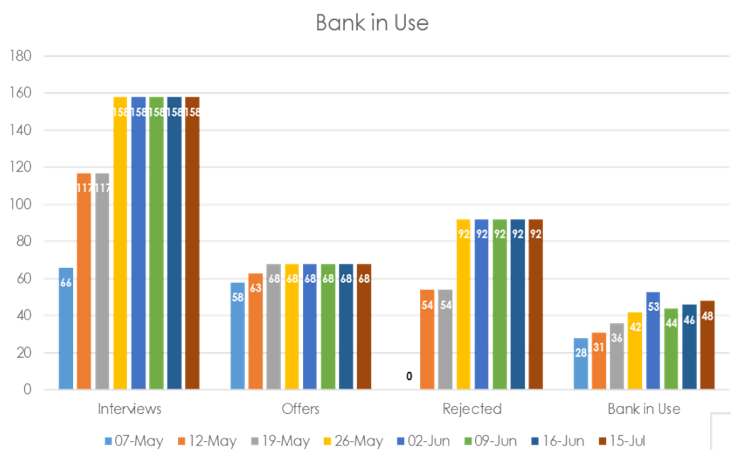
A further reduction of 3 redeployment opportunities (HCS and IT) is evident this month. 50% of those deployed are supporting Supply Chain; 29% Other Health Board; 14% Employment Services and 7% HCS

We currently have 191 staff on the Deployment Register

Of these 6.28% (12) are currently being deployed, a reduction of 1.62 percentage points (5) on this time two weeks ago.



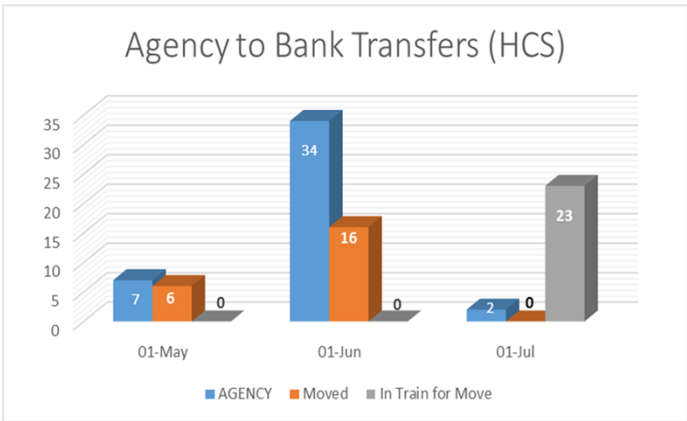
BANK AND AGENCY



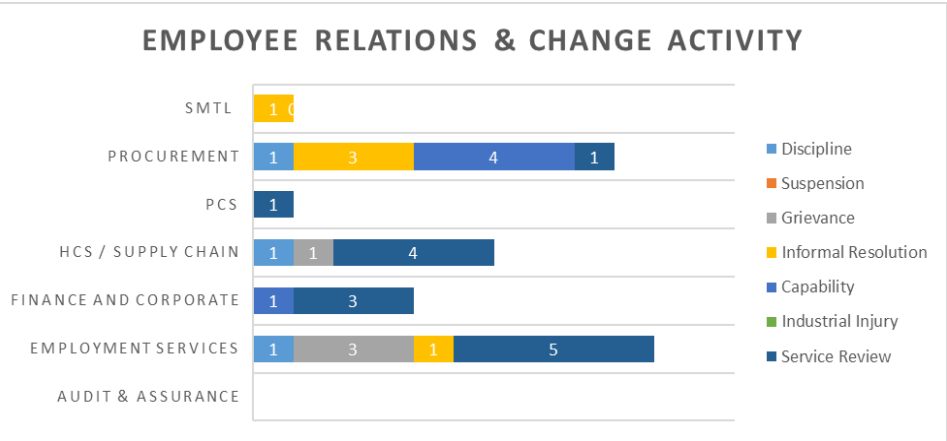
Work continues on transferring agency workers to the bank. Whilst we are seeing reductions in the use of agency staff, some services continue to approach agencies prior to consideration of using the bank.

It is anticipated that the remaining agency workers will be transferred to the NWSSP Bank by the end of the month

Bank usage has remained consistent since 26th May with between 42 and 48 bank workers engaged at any one time. Recruitment for the bank has been extensive with a some 158 interviews taking place and 68 offers being made. Over the coming months we will start to see support forthcoming for planned activity in other areas of the business.



EMPLOYEE RELATIONS ACTIVITY



Over the last 2 months Employee Relations and Change activity have been placed on hold to enable an effective respons to COVID-19. As the virus comes under control, we are now starting to diarise hearings and investigative and review meetings.



GIG
CYMRU
NHS
WALES

Partneriaeth
Cydwasaethau
Shared Services
Partnership

AGENDA ITEM:6.2

23 JULY 2020

The report is not Exempt

Teitl yr Adroddiad/Title of Report

NWSSP Corporate Risk Update – July 2020

**ARWEINYDD:
LEAD:**

Peter Stephenson
Head of Finance & Business Development

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**Pwrpas yr Adroddiad:
Purpose of the Report:**

To provide the Partnership Committee with an update on the NHS Wales Shared Services Partnership's (NWSSP) Corporate Risk Register.

Llywodraethu/Governance

**Amcanion:
Objectives:**

Excellence – to develop an organisation that delivers a process excellence through a focus on continuous service improvement

**Tystiolaeth:
Supporting
evidence:**

-

Ymgynghoriad/Consultation:

The Senior Management Team (SMT) reviews the Corporate Risk Register on a monthly basis. In response to the COVID-19 outbreak, a separate Risk Register has been documented to cover specific risks relating to this.

Individual Directorates hold their own Risk Registers, which are reviewed at local directorate and quarterly review meetings.

Adduned y Pwyllgor/Committee Resolution (insert ✓):						
DERBYN/ APPROVE		ARNODI/ ENDORSE		TRAFOD/ DISCUSS		NODI/ NOTE ✓
Argymhelliad/ Recommendation		The Committee is asked to NOTE the report.				

Crynodeb Dadansoddiad Effaith: Summary Impact Analysis:	
Cydraddoldeb ac amrywiaeth: Equality and diversity:	No direct impact
Cyfreithiol: Legal:	Not applicable
Iechyd Poblogaeth: Population Health:	No impact
Ansawdd, Diogelwch a Profiad y Claf: Quality, Safety & Patient Experience:	This report provides assurance to the Committee that NWSSP has robust risk management processes in place.
Ariannol: Financial:	Not applicable
Risg a Aswiriant: Risk and Assurance:	This report provides assurance to the Committee that NWSSP has robust risk management processes in place.
Safonau Iechyd a Gofal: Health & Care Standards:	Access to the Standards can be obtained from the following link: http://www.wales.nhs.uk/sitesplus/documents/1064/24729_Health%20Standards%20Framework_2015_E1.pdf Standard 1.1 Health Promotion, Protection and Improvement
Gweithlu: Workforce:	No impact
Deddf Rhyddid Gwybodaeth/ Freedom of Information	Open. The information is disclosable under the Freedom of Information Act 2000.

NWSSP CORPORATE RISK REGISTER UPDATE July 2020

1. INTRODUCTION

The Corporate Register is presented at **Appendix 1** for information. This now also includes all COVID-19 risks which were previously reported via a separate Risk Register.

RISKS FOR ACTION

The ratings are summarised below in relation to the Risks for Action:

Current Risk Rating	July 2020
Red Risk	3
Amber Risk	13
Yellow Risk	3
Green Risk	0
Total	19

2.1 Red-rated Risks

Risk A1 - Demise of the Exeter Software System

The final business case was approved by both the SSPC and the Velindre Trust Board and funding received from Welsh Government for the Northern Ireland model. Work to implement the new system is on-going and although there have been some technical difficulties, the postponement of the NHS England rollout of their CAPITA system has enabled a revised go-live date for NHS Wales of October 31 2020. This will provide added assurance of the new system and an extended parallel run period.

Risk A3 - NHS Digital are withdrawing the Ophthalmic Payment service from the end of March 2020.

Support from NHS Digital has been extended until end September 2020. COVID-19 has caused some delays with development, but project now back on target for implementation by 1st October 2020. Further delays likely in England but new system to be deployed as planned.

Risk CV1 - The total quantum for funding for addressing Covid-19 across Wales remains fluid and uncertain. There is a risk that the organisation's operational cost of addressing the pandemic cannot

be contained within available funding resulting in a potential breach of the planned outturn for 2020-21.

The costs of all COVID-19 expenditure is separately and fully recorded, and discussions and meetings continue with Welsh Government to ensure that NWSSP is refunded for this additional expenditure.

2.2 New Risks

No new risks have been added to the Register since the July meeting of the SSPC.

2. RISKS FOR MONITORING

There are two risks that have reached their target score and which are rated as follows:

Current Risk Rating	May 2020
Red Risk	0
Amber Risk	0
Yellow Risk	1
Green Risk	1
Total	2

3. ASSESSMENT/GOVERNANCE & RISK ISSUES

There is a significant risk to the NWSSP if robust governance arrangements are not in place for risk management and each Director has responsibility for notifying the SMT of any risks that could have a financial impact if arrangements are not in place to manage risk. If there are insufficient communication flows to manage risk then there could be a resulting adverse effect on NWSSP and its customers.

4. RECOMMENDATION

The Committee are asked to:





- **NOTE** to the Corporate Risk Register as at July 2020.

Corporate Risk Register

Ref	Risk Summary	Inherent Risk			Existing Controls & Mitigations	Current Risk			Further Action Required	Progress	Trend since last review	Target & Date
		Likelihood	Impact	Total Score		Likelihood	Impact	Total Score				
Risks for Action												
A1	The Northern Ireland model procured to replace the NHAIS system fails to deliver the anticipated benefits within required timescales impacting the ability to pay GPs (Original risk added April 2017)	4	5	20	Legal Counsel advice received. PMO Support Project and Programme Boards in place Heads of Agreement signed	4	4	16	Programme and Project Boards to review progress in lead-up to 1 July go-live date for GP payments.	The final business case has been approved by both the SSPC and the Velindre Trust Board at their most recent meetings and funding received from Welsh Government for Northern Ireland model. Postponement of the NHS England rollout of their CAPITA system has enabled a revised go-live date for NHS Wales of October 31 2020. This will provide added assurance of the new system and an extended parallel run period.	➡	31-Jul.-20
	Escalated Directorate Risk								Risk Lead: Director of Primary Care Services			
A2	Failure to obtain clinical engagement in assessing non-stock requirements stemming from a no-deal Brexit (added Apr 2019)	5	5	25	Storage facility in place (IP5) that has been adequately stocked to cope with a no-deal Brexit. Regular system testing being undertaken to test resilience. This risk aligns only to the replacement of the GMS payments element of NHAIS.	2	4	8	Taken decision to procure all critical non-stock items as a contingency.	Risk downgraded following election and subsequent withdrawal from EC. However, political situation needs to be monitored to ensure that risk does not re-occur if 31 December 2020 deadline for agreement not achieved.	➡	31-des.-20
	Strategic Objective - Customers								Risk Lead: Director of Procurement Services			
A3	NHS Digital are withdrawing the Ophthalmics Payment service from the end of March 2020. (Added June 2019)	5	5	25	Contingency arrangements in place in the event of NHS Digital switching off services before new solution in place. Programme Board established.	3	5	15	Developing in-house solution making use of K2 software. This was used to develop the Student Awards Service. The decision to move to a bespoke development and not to engage with CAPITA relates mainly to the fact that WG sources suggest a move away from the traditional approach in delivering eye services into the community and the delivery of an updated contract in Wales.	Support from NHS Digital has been extended until end September 2020. COVID-19 has caused some delays with development, but project now back on target for implementation at 1st October 2020. Further delays likely in England but new system to be deployed as planned. Conversation commenced with WG into contract reform and replacement of a new Ophthalmic suite of community based services over the coming 2 years.	➡	30-sep.-20
	Escalated Directorate Risk								Risk Lead: Director of Primary Care Services			
A4	NWSSP are unable to recruit and retain sufficient numbers and quality of staff for certain professional services (Procurement Services) resulting in a potential failure to meet desired performance targets and/or deliver service improvements. (Added April 2017)	5	4	20	Staff Surveys & Exit Interviews Monitoring of turnover and sickness absence Workforce & OD Framework Work with Great With Talent to develop On-Boarder, Absence & Exit questionnaires (3, 6 and 12 months) Development of Clerical Bank Strengthened relationship with local universities Work-based degree opportunities in some professional services Use of Social Media Use of Recruitment Consultants Targeted Advertising - Trade Journals	4	3	12	Exit interviews to assess rationale for staff leaving employment - 31 Mar 2018 (HR) - on hold due to procurement tender exercise	Recruitment and retention remains a concern, particularly within professional posts primarily with the procurement services function. Recruitment has improved in other professional functions. Work is taking place with all services to have in pace agile recruitment and retention strategies to attempt to address these concerns, utilising available data and information.	➡	30-sep.-20
	Strategic Objective - Staff								Risk Lead: Director of Workforce and OD			
A5	NWSSP's lack of capacity to develop our services to deliver further efficiency savings and introduce innovative solutions for NHS Wales and the broader public sector. (Added April 2017)	4	4	16	IMTP Horizon scanning days with SMT and SSPC to develop services Established new Programme Management Office (PMO) IT Strategy Regular reporting to SMT and SSPC	2	3	6	1. Implementation of project management software (AB) 2. Invest in Robotic Process Automation (AB)	1. Procurement pilot project completed - currently being rolled out in NWSSP 2. RPA pilot in progress - update to July SMT and further update to Dec 2019 SMT	➡	30-sep.-20
	Strategic Objective - Service Development								Risk Lead: Director of Finance & Corporate Services			





A6	Lack of effective succession planning at a senior level will adversely impact the future and strategic direction of NWSSP due to the age profile of the SMT. (added April 2017)	4	3	12	Workforce & OD Framework On-going development of existing staff to ensure a ready supply of staff to meet the maturing organisation's needs. Leadership Development Programmes	3	3	9	1. Develop a plan which includes likely key dates for each of the affected services and which prioritises succession planning based on proximity of risk (HR) 2. NHS Wales Leadership Programme - identify key staff with potential for future development and encourage them to undertake the leadership programme - (HR) 3. National Succession Strategy for NHS Wales - participate in the work of the national group and identify high performing staff who may be eligible for consideration to support succession planning requirements - (HR)	Recent appointments of senior staff have helped to address this risk. New Director of Legal & Risk Services appointed and Director of PCS to be appointed once COVID-19 crisis is past.	➔	30-sep.-20
	Strategic Objective - Staff									Risk Lead: Director of Workforce and OD		
A7	Suppliers, Staff or the general public committing fraud against NWSSP. (added April 2019)	5	3	15	Counter Fraud Service Internal Audit WAO PPV National Fraud Initiative Counter Fraud Steering Group Policies & Procedures Fraud Awareness Training Fighting Fraud Strategy & Action Plan	4	3	12	1. Increase level of counter fraud resource (AB 30/6/20) 2. Implement actions from Fighting Fraud Strategy (PS On-going) 3. Formally present Counter Fraud Work Plan to SMT (Complete)	Risk increased due to COVID-19 and significant increase in expenditure.	➔	30-sep.-20
	Strategic Objective - Value For Money									Risk Lead: Director of Finance & Corporate Services		
A8	Risk of cyber attack exacerbated if NWSSP, or other NHS Wales organisations, run unsupported versions of software. (added Apr 2019)	5	5	25	Cyber Security Action Plan Stratia Consulting Review IGSG Information Governance training Mandatory cyber security e-learn introduced Dec 19 Internal Audit review - Reasonable Assurance (April 2020)	2	5	10	Consider introduction of mandatory cyber security e-learn (Complete) Follow up progress with Cyber Security Plan (AB On-going) Complete actions from internal audit review of BCP (Complete) Promote use of Self-Serve ESR (Complete) Move all desktop devices to Windows 10 by the Windows 7 end of support (PS 31/12/20) Undertake further IA review of Cyber Security (Complete)	Nick Lewis presented update to October 2019 Audit Committee and due to present to SMT. E-learn to be introduced December 2019 Windows 10 migration delayed by COVID but to be completed by Dec 20	➔	31-des.-20
	Strategic Objective - Service Development									Risk Lead: Director of Finance & Corporate Services		
A9	Risk to services provided at Mamhilad following notice that Landlord may look to sell site for housing from 2023. (added Nov 2019)	5	4	20	Additional space available in IP5.	3	3	9	Meeting scheduled for 18 November to discuss risk.	Meeting held as planned on 18 Nov. As not likely to happen until 2023, agreed to revisit at end of 2020 and consider space options in IP5.	➔	31-des.-20
	Strategic Objective - Staff									Risk Lead: Director of Finance & Corporate Services		
A10	There is an increased fire risk with a consequence for protection of buildings at Alder House, Brecon House and Matrix House due to a lack of compartmentation in the roof space. (added Feb 2020)	2	5	10	Fire Safety Officer Risk Assessment - assessed risk to life as low - Update Paper to Feb and May SMTs.	2	5	10	Written to Landlords to remind them of their responsibilities to address this issue - thus far not wanting to take any further action. Take legal advice to confirm where responsibilities for fire compartmentation lie.	Risk discussed at May SMT. Although risk to life has been assessed as low, NWSSP has a duty of care to its staff. Brecon House also stores patient records and any loss or damage caused by a fire would be difficult to manage.	➔	31-jul.-20
	Strategic Objective - Staff									Risk Lead: Director of Workforce and OD		
A11	Failure to comply with Welsh Language requirements and capacity to meet the increased demand for Welsh translation services resulting from the implementation of the Welsh Language Standards leading to reputational damage for NWSSP. (added April 2017)	3	4	12	Welsh Language Officer appointed Staff required to populate Welsh language skillset in ESR Welsh Language Translator appointed WL awareness is included within the face to face corporate induction training day Accredited WL training in place at several NWSSP sites WL monitoring report submitted to SMT External comms - WIAP project ensuring all web information is bilingual, graphic design, public events, etc	2	3	6	1. Undertake a Cost/benefits analysis to justify further investment in Welsh Language capacity - complete 2. Bilingual interface of TRAC recruitment software to be fully bilingual - complete 3. Investigate the potential for introducing a WL hub to provide support with translation for NHS Wales - complete 4. Undertake Internal Audit review of progress against Welsh Language Standards - complete. Reasonable Assurance.	Regular updates to SMT and additional resource recruited Jan 2019. Further recruitment exercise in May 2019 Reasonable Assurance from Internal Audit review. Undertaken joint recruitment with PHW and NWIS - 3 new translators appointed in June 2019 COVID-19 has resulted in many notices not being translated - allowed for under Welsh Language Standards Appealed a number of standards with Welsh Language Commissioner (Nov 19)	➔	31-mar.-20
	Strategic Objective - Staff									Risk Lead: Director of Finance and Corporate Services		
COVID-19 Risks												

CV1	The total quantum for funding for addressing Covid-19 across Wales remains fluid and uncertain. There is a risk that the organisation's operational cost of addressing the pandemic cannot be contained within available funding resulting in a potential breach of the planned outturn for 2020-21.	5	5	25	Financial modelling and forecasting is co-ordinated on a regular basis; Financial reporting to Welsh Government on local costs incurred as a result of Covid-19 to inform central and local scrutiny, feedback and decision-making; Oversight arrangements in place at SMT level, and through the command structure. Financial Governance Committee considers VFM in all expenditure	4	5	20	Ensure that the costs directly associated with COVID-19 are identified and accurately captured. Provide regular updates to Welsh Government.	Costs of COVID-19 direct expenditure being accurately and regularly recorded.	➔	30-sep.-20
CV2	By requiring our staff to continue working we expose them to a greater risk of being infected with COVID-19 which may cause them significant health problems.	5	5	25	All staff encouraged to work from home where possible. Social Distancing measures in place in each office. Any staff displaying any symptoms told not to come into office or go home immediately. Testing for front-line staff Weekly Site Leads' meetings to assess position in each office. Provision of hand sanitisers and soap. Enhanced Cleaning services Notices in all buildings reminding of good hygiene practices. Regular SMT walk-arounds of all sites. COVID-19 Planning and Response Group More flexible building opening times	2	5	10	Continue to monitor effectiveness of current measures through Site Leads and the weekly Site Leads meeting. A&FC Group and Site Leads' Group to produce a Return to Work Plan. Undertake Risk Assessments for all staff (w/c 1 June)	Current measures seem to be effective. Large numbers of staff are working from home and social distancing measures are in place for those staff who need to continue to come into work. Daily reporting of absences shows that the numbers of staff reporting COVID-19 like symptoms continues to fall. The regular meetings of the Site Leads (now weekly but previously more frequently) provide on the ground information in real time and the Site Leads Meeting includes direct representation from the COVID-19 Planning and Response Group so that matters can be escalated appropriately. Risk assessment exercise to be issued week commencing 1 June.	➔	30-sep.-20
CV3	NWSSP are unable to procure sufficient orders of PPE, medical consumables and equipment resulting in clinical staff being able to treat patients safely and effectively. This risk may be exacerbated due to the potential need to supply Social Care, Primary Contractors, Carers and even retailers and train passengers.	5	5	25	Finance Governance Committee authorising expenditure on daily basis Streamlined arrangements for Trust Board and WG approvals Increased limits approved for Scheme of Delegation. Regular meetings with UK and Welsh Government. Active involvement in UK Mutual Aid Schemes. Deloitte undertaking consultancy work on behalf of WG to assist in this area.	2	5	10	Review findings of Deloitte report issued on 29 May.	Procurement Staff have been working 24/7 to source supplies in very challenging markets. The establishment of the Finance Governance Committee, which includes representatives of the Velindre Board, has vastly sped up the approval of orders across NWSSP, Velindre and Welsh Government. Access to, and contribution in, Mutual Aid with the other home nations has helped to gain orders in difficult markets.	➔	30-sep.-20
CV4	NWSSP are unable to continue to provide business-critical services due to having insufficient numbers of staff available and able to undertake the work.	5	5	25	Identification of all business-critical services Redeployment of staff to business-critical services Increased provision of laptops and VPN Roll-out of Office 365 Use of Bomgar service for PCS Daily monitoring and reporting of absence figures. Weekly IT Update meetings. IT Update also given to weekly COVID-19 Planning & Response Group	2	5	10	Escalate delays in implementing Citrix to senior staff in NWIS.	The daily report on staff absence shows that absence rates are falling. The investment in hardware and software has allowed large numbers of staff to work remotely with minimal problems thus far. The delays with implementing Citrix have been escalated to NWIS senior management but it looks unlikely that there will be any progress imminently.	➔	30-sep.-20
CV5	Staff wellbeing is adversely affected through concerns arising from COVID-19 either directly in terms of their health and that of their families, or financially from loss of income of a family member.	5	5	25	Regular communications to all staff Reminders of how to access Employee Assistance schemes Mental Health First Aiders Formal Peer Group with phone surgery times (includes Trade Union Leads) Staff Surveys	2	5	10	All Directors to record video messages for their staff. Produce and monitor action plan to respond to findings from staff surveys	As previously stated, absence rates are falling linked to COVID-19 symptoms. Communications are being issued on a regular basis and all Directors and Managers are tasked with regularly checking the health and well-being of their staff. Staff Survey results reviewed at P&R Group and A&FC Group in w/c 16 June and found to be largely	➔	30-sep.-20
CV6	Current reduction in the need for Field Hospitals is leaving IP5 full of surplus equipment which impacts current and future plans for its strategic use.	4	4	16	IP5 Board Additional facilities secured at Picketston	3	4	12	Seek clarification from Welsh Government on future plans for Field Hospitals. Undertake wider consideration of the IP5 SOC alongside the future requirement for equipment needed to deal with emergency situations. Seek additional storage capacity - particularly for Medical Records.	The IP5 Board considered this matter at its meeting on 13/5/2020. Some equipment has now been removed from the site and Stephen Harrry is leading the COO Group to consider the kitting out of field hospitals. SH presented on this matter to SSPC on 21 May. IP5 will definitely be used for the mini-TRAMS project and a testing facility for COVID. Possibly of a further "Lighthouse Laboratory" being established on behalf of UK Government. Main impact may now be on storage space for Medical Records - looking at additional storage capacity	➔	30-sep.-20

CV7	The impact of the pandemic on workload and also travel restrictions has meant that staff have largely not taken annual leave in the first few months of the year and may be equally less inclined to do so over the summer. This stores up the potential for large numbers of staff to be looking to take high volumes of annual leave in relatively short timeframes towards the end of the year, impacting on service delivery.	5	4	20	Relaxation of carry-over rules that might lead to a flattening of the curve in terms of large numbers of staff being off at the same time. Updated guidance on annual leave approved by Planning & Response Group on 2 June.	3	4	12	GH and AH to discuss some details on the specific wording of the guidance. Guidance to be issued to all staff.	Trade Unions largely supportive of measures which are being introduced on an all-Wales basis.		30-sep.-20
Risk Lead: Director of Workforce and OD												
CV8	GP Trainees, who are employed by NWSSP, are exposed to a level of risk of risk of catching COVID-19 but are outside the direct control and influence of NWSSP.	5	5	25	Risk Assessments by Education Supervisor - leads to decision on what PPE is to be provided.	2	5	10	This was raised at the SLE Project Board Skype call on 27 May. The tripartite 'duties' agreement goes a long way to emphasising the health and safety at work responsibilities of the host. This will be pointed out at the meeting in the context of Covid-19 risks with emphasis on the risk assessment process. There will probably need to be a follow up contact with hosts, with or immediately after the risk assessment.	ML raised the issue of the requirement for Host Organisations to ensure that their Educational/Clinical supervisors complete this with the Foundation Doctors /GP trainees at the Programme Board meeting last Friday (29 May). We will however need to follow this up with an e mail to Medical Directors/GP Educational Supervisors this week advising them that the risk assessment form has been sent to all doctors employed via SLE arrangements and they need to ensure under our tripartite agreement that forms are completed locally with the respective Clinical supervisor. We will liaise via HEIW when the returns have been completed. The WG paperwork includes advice on discussion with managers (supervisors for trainees) to evaluate risk and plan the correct approach.		30-sep.-20
Risk Lead: Director of Workforce and OD												
Risks for Monitoring												
M1	Disruption to services and threats to staff due to unauthorised access to NWSSP sites. (Added May 2018)	5	4	20	Manned Security at Matrix CCTV Locked Gates installed at Matrix. Security Review Undertaken (reported Dec 18) Increased Security Patrols at Matrix.	1	4	4	Continue to monitor.	Security Review undertaken and reported to SMT in Dec 2018. No major findings and all agreed actions implemented or superceded.		
	Strategic Objective - Staff									Risk Lead; Director Specialist Estates Services/Director of Finance and Corporate Services		
M2	Operational performance is adversely affected through the use of some out-of-date software systems, lack of consistent IT support across NHS Wales resulting in interoperability issues and the limited capacity of NWIS to meet the demand for IT development to develop our services. (added April 2017)	4	5	20	Created a Business Systems and Informatics Department Service Level Agreement (SLA) in place with NWIS Significant additional capital funding obtained from Welsh Government in prior year for IT investment	1	3	3	Continue to monitor.	Huge amount of work undertaken in recent weeks to provide staff with new laptops, VPN tokens and transition to Office 365.		

Key to Impact and Likelihood Scores						
		Impact				
		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Likelihood						
5	Almost Certain	5	10	15	20	25
4	Likely	4	8	12	16	20
3	Possible	3	6	9	12	15
2	Unlikely	2	4	6	8	10
1	Rare	1	2	3	4	5
	Critical	Urgent action by senior management to reduce risk				
	Significant	Management action within 6 months				
	Moderate	Monitoring of risks with reduction within 12 months				
	Low	No action required.				

Consequence					
Likelihood	Insignificant	Minor	Moderate	Major	Catastrophic
Almost Certain	Yellow 5	Amber 10	Red 15	Red 20	Red 25
Likely	Yellow 4	Amber 8	Amber 12	Red 16	Red 20
Possible	Green 3	Yellow 6	Amber 9	Amber 12	Red 15
Unlikely	Green 2	Yellow 4	Yellow 6	Amber 8	Amber 10
Rare	Green 1	Green 2	Green 3	Yellow 4	Yellow 5
Red: Critical - Urgent action and attention by senior management to reduce risk					
Amber: Significant - Management consideration of risks and reduction within 6 months					
Yellow: Moderate - Monitoring of risks with a view to being reduced within 12 months					
Green: Low - These risks are considered acceptable					

	New Risk
	Escalated Risk
	Downgraded Risk
	No Trend Change

NHS WALES SHARED SERVICES PARTNERSHIP MONITORING RETURN COMMENTARY FOR PERIOD 1 – APRIL 2020

This summary report provides a review of NHS Wales Shared Services Partnership's (NWSSP) performance for April 2020 and should be read in conjunction with the Monitoring Return tables submitted for Month 1.

Thank you for your e-mail of 30th April 2020 responding to the Month 12 monitoring return and for your confirmation that you did not have any issues to raise with the information submitted.

Overview of Performance and Financial Position

NWSSP's financial position for Month 1 is reported at break-even. This is based on the assumption that all additional COVID19 related funding will be received from Welsh Government.

Per the interim guidance issued, this is a reduced Month 1 monitoring return, with only the specified tables and associated commentary provided.

1. Movement of Opening Financial Plan to Forecast Outturn (Table A)

Table A has been populated with the recurring and non-recurring pressures, identified savings, net income generation and WG funding as detailed in our IMTP. These have been included using the profile from our IMTP and continue to show a break-even in year plan. The recurring deficit of £0.906m is due to the ongoing funding arrangement for IP5 where WG will provide non-recurrent funding for running costs until savings schemes can be implemented to fund this internally on a recurrent basis.

The table has also been populated with the profile of the additional costs and income assumed from WG in respect of additional COVID 19 pressures. £95.751m costs and income have been assumed, with £3.142m relating to additional NWSSP operational costs primarily in our Health Courier and Procurement Services. The remaining £92.609m is in respect of the net All Wales PPE and Equipment revenue spend after accounting for any recharges for mutual aid and funding from the Department of Health.

The assumption of full funding for the COVID expenditure enables us to continue to report a break-even forecast outturn.

2. Overview of Key Risks & Opportunities (Table A2)

This table has been populated with the risks and opportunities per our IMTP and remain at the values previously reported whilst we continue to re-assess if the COVID pandemic will impact any of these.

3. Actual Year to Date Monthly Position (Tables B, B2 & B3)

The key points to note within the year to date position are:

- The Month 1 Welsh Government income is higher than forecast in our IMTP primarily due to the net movements of:
 - The inclusion of the COVID19 All Wales PPE & Equipment funding of £12.353m. Whilst £75.000m has been invoiced to WG during April, the majority of this cash requirement has been for advance payments which were prepaid in Month 1, with £12.353m being recognised as expenditure in April.
 - The inclusion of £0.688m assumed income for increased operational costs within NWSSP due to COVID19.
 - A reduction in the WRP Month 1 DEL expenditure from the straight-line profile assumed in our IMTP (£10.079m forecast, £3.604m April actual)
- Depreciation charges of £0.220m have been included which are higher than the value forecast in our IMTP due to additional capital funding which was received in February and March 2020.
- £3.604m income and expenditure is included for Month 1 in relation to the WRP DEL budget. This expenditure is reported separately on line 9 – Losses, Special Payments & Irrecoverable Debts.
- Pay expenditure in Month 1 is reported at £7.850m which includes £0.515m of additional pay costs incurred in respect of support for COVID19.
- £0.209m of agency expenditure was reported in Month 1, with £0.194m of this incurred due to additional COVID19 pressures.

- Non Pay expenditure of £18.943m is reported for Month 1, which includes £12.526m of COVID19 additional non pay costs. After noting an increase of circa £0.700m in non pay costs due to increased stores issues to UHBs/Trusts in April, the expenditure is broadly in line with the IMTP forecast.
- Table C3 details the in month and forecast COVID19 additional expenditure. This has been collated and reviewed on a service by service basis within NWSSP and will continue to be monitored at this level.

Additional pay costs are being incurred across most NWSSP services, although primarily in our frontline Procurement, Stores and Health Courier services. Smaller values of increased costs are being evidenced in our Surgical Materials Testing Laboratory for testing of PPE to required standards, within Estates as additional support has been required for field hospitals and also within payroll and recruitment as additional students and returners are being recruited and enrolled.

Non pay costs incurred primarily relate to the increased transportation of PPE to health and social care, additional equipment requirements for roll cages due to decontamination required after each use, the cost of the distribution of shielding letters to vulnerable groups and additional legal costs in respect of the usage of the private hospital bed capacity.

We await confirmation with regards to the approval of these costs and when/if we can invoice Welsh Government for them.

4. Welsh NHS Assumptions (Table D)

Table D has been completed with the NHS Expenditure as forecast in our IMTP. The NHS income has been updated to reflect known forecast income streams for 2020/21. This is less than the value detailed in our IMTP primarily due to income associated with the new Single Lead Employer model for Core and Specialty trainees and the increase in GP trainee numbers from August 2020. We can estimate the additional income in respect of these, however at this stage are unable to identify which UHB they will relate to so have excluded from the table until further clarity can be obtained.

5. Invoiced Income Streams (Table E1)

Line 1 of this table has been populated with the budgeted income streams by organisation. Lines 2-20 have been populated with anticipated income streams per our IMTP where we have certainty over the organisation to be invoiced. The

overall value of the income anticipated is less than the value in our IMTP due to uncertainty of organisation to be invoiced for the Single Lead Employer changes from August 2020 as detailed in section 4. This will be updated as this information becomes available throughout the financial year.

The values for depreciation are included per our IMTP, although these are likely to change dependent upon when/if new capital schemes are approved during 2020/21.

Our SLA income relates to our Health Courier Services division. All organisations have been communicated with to agree the continuation of their SLA at current rates plus 2% inflation as requested by Welsh Government before the deadline of 31st March 2020.

6. Cash Flow (Table G)

Not required for completion.

7. PSPP (Table H)

This table is not required for NWSSP, although it is pleasing to report that the NWSSP PSPP achievement for Month 1 was in excess of 95%

8. Capital Expenditure Limit Management and Disposals (Tables I, & K)

Table I has been populated with the year to date and forecast achievement of our current CEL of £1.282m. Year to date expenditure of £0.254m has been included for COVID19 capital expenditure which will be recharged to UHBs in Month 2 per the agreed process with Velindre and WG capital colleagues.

Table I also includes £0.634m of capital expenditure in Month 1 in respect of COVID19 equipment purchases that are to be treated as national assets in the immediate future and capitalised within NWSSP. The forecast for the capital expenditure on national assets is £4.331m and we await an increase to our CEL in respect of this and to enable cash draw down to support the cash outflows.

We have no capital disposals to include in Table K in Month 1.

9. Aged Debtors (Table M)

At 30th April 2020 there were 17 NHS invoices outstanding over 11 weeks, with one of these invoices outstanding over 17 weeks. This invoice has now been

paid in addition to another four to bring the total value of invoices outstanding over 11 weeks down to £0.087m. Due to the year end agreement of balances deadlines, payment of the remainder of the invoices is anticipated by the end of May.

10. GMS (Table N)

Not required for completion by NWSSP.

11. Dental (Table O)

Not required for completion by NWSSP.


12. Other Issues

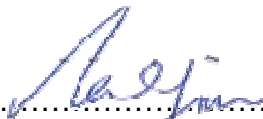
The financial information provided in this return is an accurate assessment of the NWSSP financial position at this point in time and aligns to the details provided in the NWSSP Partnership Committee and Senior Management Team reports.

The Shared Services Partnership Committee will receive the Month 1 Financial Monitoring Return, along with those for Month 2 and 3, at the next meeting on 24th July 2020.

13. Authorisation of Return

The governance arrangements have been agreed for when the Director of Finance and Corporate Services and/or the Managing Director are not available to sign the monitoring returns. Gareth Hardacre, Director of Workforce & OD and/or Alison Ramsey, Deputy Director of Finance and/or Lindsay Payne, Head of Financial Management are permitted to authorise the returns in the absence of either the Director of Finance and/or Managing Director.


.....
ANDREW BUTLER
DIRECTOR OF FINANCE AND
CORPORATE SERVICES


.....
NEIL FROW
MANAGING DIRECTOR
NWSSP

18th May 2020

NHS WALES SHARED SERVICES PARTNERSHIP MONITORING RETURN COMMENTARY FOR PERIOD 2 – MAY 2020

This summary report provides a review of NHS Wales Shared Services Partnership's (NWSSP) performance for May 2020 and should be read in conjunction with the Monitoring Return tables submitted for Month 2.

Thank you for your letter of 29th May 2020 responding to the Month 1 monitoring return. The action points you have raised have been clarified within this return and additional information provided where requested.

Overview of Performance and Financial Position

NWSSP's financial position for Month 2 is reported at break-even. This is based on the assumption that all additional COVID19 related expenditure will be fully funded by Welsh Government.

Per the interim guidance issued, this is a reduced Month 2 monitoring return, with only the specified tables and associated commentary provided.

1. Movement of Opening Financial Plan to Forecast Outturn (Table A)

Table A has been populated with the recurring and non-recurring pressures, identified savings, net income generation and WG funding as detailed in our IMTP. These have been included using the profile from our IMTP and continue to show a break-even in year plan. The step up in new cost pressures during February and March 2021 is included due to the additional £13.779m WRP cost pressure which it is assumed will be funded by the Risk Sharing Agreement. This is offset by the equivalent increase in planned net income generation on line 6 (**Action Point 1.1**).

The recurring deficit of £0.906m is due to the ongoing funding arrangement for IP5. WG have committed to provide non-recurrent funding for the IP5 running costs until savings schemes can be implemented to fund this internally on a recurrent basis. £0.906m of non-recurrent funding is being anticipated in 2020/21 and has been included in Table E1 (**Action Point 1.2**).

The table has also been populated with the amended profile of the additional costs and income assumed from WG in respect of additional COVID 19 pressures.

£132.771m costs and income have been assumed, with £3.098m relating to additional NWSSP operational costs primarily in our Health Courier and Procurement Services. The remaining £129.673m is in respect of the net All Wales PPE and Equipment revenue spend after accounting for any recharges for mutual aid and funding from the Department of Health. The All Wales figure has increased from that reported in Month 1 due to additional contracts for PPE and equipment being entered into during May.

The assumption of full funding for the COVID expenditure enables us to continue to report a break-even forecast outturn.

2. Overview of Key Risks & Opportunities (Table A2)

This table has been populated with the risks and opportunities per our IMTP and remain at the values previously reported whilst we continue to re-assess if the COVID pandemic will impact any of these.

A new risk has been included from Month 2 with regard to the assumption of COVID funding for operational NWSSP support costs. This has been included at £0.950m which is the overspend we would reporting at the end of May if the assumption of COVID funding hadn't been included within our reported position.

3. Actual Year to Date Monthly Position (Tables B, B2 & B3)

The key points to note within the year to date position are:

- The Month 2 Welsh Government income has materially increased from Month 1 due to the increased volumes of PPE and Equipment that were received and invoiced for during May.
- Other income has materially increased in month due to the PPE recharges we have made to the Department of Health & Social Care, NHS Scotland and Northern Ireland for the provision of Type IIR masks.
- The increase in the NHS Wales income is due to increased stores recharges in Month 2 for the supply of additional PPE that hasn't been funded directly by Welsh Government.
- All these increases in income offset the increase in non pay where the expenditure of the PPE and equipment is recorded.

- Year to date depreciation charges of £0.440m have been included which are higher than the value forecast in our IMTP due to additional capital funding which was received in February and March 2020.
- £9.744m income and expenditure is included for Month 2 in relation to the WRP DEL budget. This is an estimated position given three organisations were unable to provide a WRP return in Month 2. This expenditure is reported separately on line 9 – Losses, Special Payments & Irrecoverable Debts.
- Pay expenditure in Month 2 is reported at £7.772m. This includes £0.353m of additional pay costs incurred in respect of support for COVID19 which is lower than the costs reported in Month 1.
- £0.220m of agency expenditure was reported in Month 2 which is broadly in line with Month 1. £0.170m of this expenditure was incurred due to additional COVID19 pressures.
- Table C3 details the in month and forecast COVID19 additional expenditure. This has been collated and reviewed on a service by service basis within NWSSP and will continue to be monitored at this level. The forecast has been produced on the assumption that expenditure will continue at the high levels incurred during April to June and that a step down of this support will be evidenced during July to September. It has then been assumed that we can return to business as usual from October with only minimal ongoing costs for security of stores premises and additional agency support in areas where additional work is foreseen as a result of COVID19 (primarily legal services).

£0.185m was included in Table C3 in Month 1 for loss of income. This has reduced to £0.138m in Month 2. This relates to income lost in two areas **(Action Point 1.3)**:

- Surgical Materials Testing Laboratory where commercial income generating schemes have been delayed whilst the laboratory focusses on the testing and certification of PPE being imported
- Audit & Assurance services where audit plans are being curtailed and additional chargeable days are unlikely to be invoiced due to COVID19.

We await confirmation with regards to the approval of these costs and when/if we can invoice Welsh Government for them.

There will be an addition to Table B3 in Month 3 in respect of the interim F1s that started in post towards the end of May but have not yet been paid. The table will be updated when the numbers enrolled and forecast costs can be identified. These have been enrolled early on the Single Lead Employer model to provide additional COVID support and it has been agreed that these will be recharged directly to WG.

An addition will also be made for the data analyst post to be appointed to support COVID once the recruitment timeline is confirmed.

4. Welsh NHS Assumptions (Table D)

Table D has been completed for Month 2 and provided to Velindre to consolidate in their return. This includes income of £13.779m in respect of the WRP risk sharing agreement (**Action Point 1.8**).

The NWSSP Table D submission to Welsh Government has been left blank as requested (**Action Point 1.7**).

All organisations have been communicated with regarding the continuation of the Health Courier Services SLAs at current levels plus 2% inflation and they have all been agreed (**Action Point 1.4**).

5. Invoiced Income Streams (Table E1)

Line 1 of this table has been populated with the budgeted income streams by organisation. Lines 2-21 have been populated with anticipated income streams per our IMTP where we have certainty over the organisation to be invoiced. The overall value of the income anticipated is less than the value in our IMTP due to uncertainty of organisation to be invoiced for the Single Lead Employer changes from August 2020. This will be updated as this information becomes available throughout the financial year.

The values for depreciation are included per our IMTP, although these are likely to change dependent upon when/if new capital schemes are approved during 2020/21.

Funding of £132.771m has been included for COVID19 which reconciles to the totals included in Tables A and B3 (**Action Point 1.9**)

6. Cash Flow (Table G)

Not required for completion.

7. PSPP (Table H)

This table is not required for NWSSP, although it is pleasing to report that the NWSSP PSPP achievement for Month 2 was 97.72%

8. Capital Expenditure Limit Management and Disposals (Tables I, & K)

Table I has been populated with the year to date and forecast achievement of our current CEL of £1.553m which was updated on 8th June 2020.

Capital expenditure of £1.144m is included to Month 2 in respect of COVID19 equipment purchases that are to be treated as national assets in the immediate future and capitalised within NWSSP. The full year forecast expenditure of £4.198m is also included as requested (**Action Point 1.5**). £0.012m is also included for fit testing equipment for our Surgical Materials Testing Laboratory. We await an increase to our CEL in respect of these and to enable cash draw down to support the cash outflows.

Further to the agreement of the process to recharge All Wales procured capital assets back to UHBs/Trusts, there is zero All Wales capital expenditure included in Table I in Month 2.

We have no capital disposals to include in Table K in Month 2.

9. Aged Debtors (Table M)

At 31st May 2020 there were 17 NHS invoices outstanding over 11 weeks, with five of these invoices outstanding over 17 weeks. All of these invoices related to Cwm Taf Morgannwg. We have not been informed of any disputes with these invoices and these are being urgently pursued for payment. It is disappointing that these remain outstanding, however we believe that delays in the payment of invoices included in the agreement of balances exercise may have been impacted by the extended accounts submission timetable. We will escalate our debt collection to ensure these are paid as soon as possible (**Action Point 1.6**)

10. GMS (Table N)

Not required for completion by NWSSP.

11. Dental (Table O)


Not required for completion by NWSSP.

12. Other Issues

The financial information provided in this return is an accurate assessment of the NWSSP financial position at this point in time and aligns to the details provided in the NWSSP Partnership Committee and Senior Management Team reports.

The Shared Services Partnership Committee will receive the Month 2 Financial Monitoring Return, along with those for Month 1 and 3, at the next meeting on 24th July 2020.

13. Authorisation of Return



.....
ANDREW BUTLER
DIRECTOR OF FINANCE AND
CORPORATE SERVICES



.....
NEIL FROW
MANAGING DIRECTOR
NWSSP

11th June 2020

NHS WALES SHARED SERVICES PARTNERSHIP MONITORING RETURN COMMENTARY FOR PERIOD 3 – JUNE 2020

This summary report provides a review of NHS Wales Shared Services Partnership's (NWSSP) performance for June 2020 and should be read in conjunction with the Monitoring Return tables submitted for Month 3.

Thank you for your letter of 25th June 2020 responding to the Month 2 monitoring return. The action points you have raised have been clarified within this return and additional information provided where requested.

Overview of Performance and Financial Position

NWSSP's financial position for Month 3 is reported at break-even. This is based on the assumption that all additional COVID19 related expenditure will be fully funded by Welsh Government.

Per the interim guidance issued, this continues to be a reduced Month 3 monitoring return submission with the inclusion of the full year forecast from this month as requested.

1. Movement of Opening Financial Plan to Forecast Outturn (Table A)

Table A has been populated with the recurring and non-recurring pressures, identified savings, net income generation and WG funding as detailed in our IMTP. These have been included using the profile from our IMTP and continue to show a break-even in year plan as reported in previous months.

The table has also been populated with the amended profile of the additional costs and income assumed from WG in respect of additional Covid pressures. These include the costs that we have incurred for All Wales PPE and Equipment purchases in addition to the increased operational costs being incurred within NWSSP to support Covid. The full detail and reconciliation of this expenditure is included in section 3 below. An amendment has been made to the Month 2 Covid figure reported in Table B3 to correct for income for PPE recharges from other nations that has linked through to Table A.

2. Overview of Key Risks & Opportunities (Table A2)

This table has been populated with the risks and opportunities per our IMTP and remain at the values previously reported whilst we continue to re-assess if the Covid pandemic will impact any of these. The non delivery of savings risk has been reported under the pre-populated risk as requested **(Action Point 2.5)**.

The risk of the assumption of Covid funding for operational NWSSP support costs has been increased to £7.756m (per Table B3 less the All Wales costs some of which have already been invoiced) **(Action Point 2.1)**.

3. Actual Year to Date and Forecast Monthly Position (Tables B, B2 & B3)

The key points to note within the year to date position are:

- The full year forecast has been included in these tables as requested from Month 3
- The overall forecast income of £701.257m has increased from the value submitted in the Q2 operational plan due to additional PPE costs being incurred since the submission date that will be invoiced to Welsh Government. This is subject to further change as/when new PPE & Equipment orders are placed.
- The Welsh Government income fluctuates monthly per the current forecast expenditure profile on PPE & Equipment. This includes forecast income for the issues to Social Care, Dentists and Opticians and will change dependent upon the value of issues made.
- The Welsh NHS income has increased each month primarily due to increased issues from stores for PPE items that weren't purchased centrally and funded by Welsh Government. The increased charges are also due to the amendment of the stock prices to reflect the inflated charges for these PPE items that we have had to pay during recent months. The reduction from Month 4 is forecast due to a planned review of how we classify the stores income that is issued internally within Velindre, some of which is then recharged to Welsh Government for issues to primary and social care.
- The Welsh NHS income increases from August as we commence the expansion of the Single Lead Employer model with phased intakes planned for August, September, November and February, in addition to income assumed from the All Wales Collaborative Bank which became operational from the end of May.

- The Welsh NHS income also increases materially in Months 11 and 12 in respect of income anticipated under the Welsh Risk Pool risk sharing agreement which will be invoked once the Welsh Government funding is fully utilised.
- Other income continues to be reported above normal levels due to the PPE recharges we have/will make to the Department of Health & Social Care, NHS Scotland and Northern Ireland for the provision of Type IIR masks. Other income increases on the quarters for Months 6, 9 and 12 in respect of the pharmacy rebate income that we invoice for.
- The increases in income due to PPE and equipment recharges are offset by equivalent increases in non pay where this expenditure is recorded.
- Increases in pay costs are profiled in line with the increased income anticipated for the Single Lead Employer, All Wales Collaborative Bank and Medical Examiner Programme. These increases can be seen in the Medical & Dental, Nursing & Midwifery, Professional & Scientific and Additional Clinical Services pay categories.
- Depreciation charges of £3.289m are included based on a high level review of assets and additional capital purchases in 2020/21. These will be fully reviewed during July, and will include the impact of the national Covid assets, as part of our August non-cash submission which will reconcile to the depreciation figure we will report in our Month 4 return.
- £20.089m income and expenditure is included to Month 3 in relation to the WRP DEL budget and redress. This expenditure is reported separately on line 9 – Losses, Special Payments & Irrecoverable Debts with a full year forecast outturn of £123.655m (£120.955m WRP DEL per our IMTP plus £2.7m for redress)
- Agency expenditure of £0.607m has been reported to the end of Month 3, £0.525m of which was incurred to support additional Covid work. The profile of agency expenditure reduces in future months due to a significant number of ancillary agency workers being transferred to the NWSSP bank in the coming months.

The increase in admin & clerical agency costs from November is included in respect of forecast additional support required in our audit teams to complete the audit plans that were postponed due to Covid. Discussions are underway with Workforce colleagues with the aim of establishing a supply of audit staff to avoid the use of agency (**Action Point 2.2**)

- Table C3 details the year to date and forecast Covid additional expenditure. This has been collated and reviewed on a service by service

basis within NWSSP and will continue to be monitored at this level. The forecast has been revised in Month 3 and is based on the assumption of support continuing to be required at current levels with a spike in activity anticipated in October.

A reconciliation of the £295.120m is included in the table below:

	£m
Total Non stock Covid orders raised	194.030
M1-3 PPE issues to Social Care	9.662
Less:	
2019/20 orders	-0.671
2020/21 capital orders for National Assets	-3.875
2020/21 capital orders (to be recharged to UHBs)	-6.742
PPE recharges to other Nations	-37.066
Plus:	
M4-12 estimate of PPE issues to social care	48.226
M4-12 estimate of PPE issues to dentists/opticians	83.798
TOTAL ALL WALES PPE/EQUIPMENT FORECAST	287.364
NWSSP Operational Covid Costs	7.756
TOTAL NWSSP COVID COSTS (PER TABLE B3)	295.120

The total costs include £0.571m of interim F1 costs that have been recruited to the SLE model early to support Covid. These are included on line 43 of Table B3. The table also includes costs of £0.032m for a Band 7 data analyst profiled in from August and £0.056m for a Band 8c PPE Co-ordinator profiled in from September **(Action Point 2.3)**

The PPE and Equipment expenditure profile has been included based on current purchase orders raised which include the costs of new PPE contracts placed in June with regular payments to the end of the financial year. Any new PPE or equipment orders placed will increase these figures accordingly in future months. In addition the monthly forecast issue values of PPE to social care and dentists/opticians that will be recharged to Welsh Government are also included. These charges relate to non-stock orders that Welsh Government are funding centrally and stock issues to social care and dentists/opticians. Regular stock issues are being charged to UHBs/Trusts per the usual stock process with the exception of the items that have been purchased centrally which are being issued at zero value **(Action Point 2.4)**

It should be noted that whilst the cost of the PPE issues to dentist and opticians is included in Table B3, the cost of the distribution of these items

is not yet included as the distribution method has not yet been confirmed. These costs will be included in future months.

We await confirmation with regards to the approval of the £7.756m operational costs and when/if we can invoice Welsh Government for them.

4. Welsh NHS Assumptions (Table D)

Table D has been completed for Month 3 and provided to Velindre to consolidate in their return. The NWSSP Table D submission to Welsh Government has been left blank as requested.

5. Invoiced Income Streams (Table E1)

Line 1 of this table has been populated with the budgeted income streams by organisation. Lines 2-25 have been populated with anticipated income streams which reconcile to our annual income forecast. At present we are unable to determine the split of the expansion of the Single Lead Employer income between UHBs so this income has been classified under 'other' in Month 3.

6. Cash Flow (Table G)

Not required for completion.

7. PSPP (Table H)

This table is not required for NWSSP, although it is pleasing to report that the NWSSP Non NHS PSPP achievement for Month 3 was 98.03%

8. Capital Expenditure Limit Management and Disposals (Tables I, & K)

Table I has been populated with the year to date and forecast achievement of our current CEL of £1.553m which was updated on 8th June 2020.

Capital expenditure of £1.854m is included to Month 3 in respect of COVID19 equipment purchases that are to be treated as national assets in the immediate future and capitalised within NWSSP. The full year forecast expenditure of £3.521m is also included which is less than the value reported in Month 2 due to the cancellation of some orders. £0.012m is also included for fit testing equipment for our Surgical Materials Testing Laboratory. We await an increase to our CEL in respect of these and to enable cash draw down to support the cash outflows.

We have no capital disposals to include in Table K in Month 3.

9. Aged Debtors (Table M)

At 30th June 2020 there were three NHS invoices outstanding for payment over 17 weeks, two of these have now been paid, with one invoice for £17.04 awaiting payment. Despite persistent chasing of the invoices outstanding from 2019/20, eight invoices that were agreed as part of the agreement of balances exercise remain outstanding. 7 of these relate to Cwm Taf Morgannwg with the other outstanding from Aneurin Bevan. This issue is being escalated further to ensure these invoices are paid as a matter of urgency. **(Action Point 1.6)**

10. GMS (Table N)

Not required for completion by NWSSP.

11. Dental (Table O)

Not required for completion by NWSSP.

12. Other Issues

The financial information provided in this return is an accurate assessment of the NWSSP financial position at this point in time and aligns to the details provided in the NWSSP Partnership Committee and Senior Management Team reports.

The Shared Services Partnership Committee will receive the Month 3 Financial Monitoring Return, along with those for Month 1 and 2, at the next meeting on 24th July 2020.

13. Authorisation of Return



.....
ANDREW BUTLER
DIRECTOR OF FINANCE AND
CORPORATE SERVICES

13th July 2020



.....
NEIL FROW
MANAGING DIRECTOR
NWSSP

NHS Wales Shared Services Partnership

Period : Jun 20

This Table is currently showing 0 errors

Table A2 - Overview Of Key Risks & Opportunities		FORECAST YEAR END	
		£'000	Likelihood
Opportunities to achieve IMTP/AOP (positive values)			
1	Red Pipeline schemes (inc AG & IG)		
2	Potential Cost Reduction		
3	Total Opportunities to achieve IMTP/AOP	0	
Risks (negative values)			
4	Under delivery of Amber Schemes included in Outturn via Tracker	(250)	Low
5	Continuing Healthcare		
6	Prescribing		
7	Pharmacy Contract		
8	WHSSC Performance		
9	Other Contract Performance		
10	GMS Ring Fenced Allocation Underspend Potential Claw back		
11	Dental Ring Fenced Allocation Underspend Potential Claw back		
12	Turnover factor is less than budgeted	(120)	Low
13	Non achievement of income targets	(250)	Medium
14	Capital funding not received lead to increased maintenance costs	(150)	Medium
15	Fuel costs increase more than budgeted	(60)	Low
16	NWSSP Operational COVID 19 costs are not funded	(7,756)	Medium
17			
18			
19			
20			
21			
22			
23			
24			
25			
26	Total Risks	(8,586)	
Further Opportunities (positive values)			
27	Turnover factor is greater than budgeted	500	Medium
28	Overachievement of savings schemes	330	Medium
29			
30			
31			
32			
33			
34	Total Further Opportunities	830	
35	Current Reported Forecast Outturn	0	
36	IMTP / AOP Outturn Scenario	0	
37	Worst Case Outturn Scenario	(7,756)	
38	Best Case Outturn Scenario	830	

NHS Wales Shared Services Partnership

Table B - Monthly Positions

Temporary Measure: Forecast months not required

Period : Jun 20

This Table is currently showing 0 errors

A. Monthly Summarised Statement of Comprehensive Net Expenditure / Statement of Comprehensive Net Income			1	2	3	4	5	6	7	8	9	10	11	12	Total YTD	Forecast year-end position
			Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	£'000	£'000
			£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
1	Revenue Resource Limit	Actual/F'cast													0	0
2	Capital Donation / Government Grant Income	Actual/F'cast													0	0
3	Welsh NHS Local Health Boards & Trusts Income	Actual/F'cast	7,647	9,840	16,140	10,713	12,010	13,373	13,428	13,812	13,838	13,863	18,660	27,431	33,627	170,756
4	WHSSC Income	Actual/F'cast													0	0
5	Welsh Government Income (Non RRL)	Actual/F'cast	22,516	47,250	49,881	75,243	47,783	35,759	36,592	36,568	36,632	34,793	32,286	23,559	119,647	478,863
6	Other Income	Actual/F'cast	454	21,166	8,433	8,539	755	2,467	755	755	2,468	755	755	4,338	30,053	51,637
7	Income Total		30,617	78,256	74,454	94,495	60,548	51,599	50,776	51,136	52,938	49,411	51,701	55,327	183,327	701,257
8	Primary Care Contractor (excluding drugs, including non resource limited expenditure)	Actual/F'cast													0	0
9	Primary Care - Drugs & Appliances	Actual/F'cast													0	0
10	Provided Services - Pay	Actual/F'cast	7,850	7,772	8,124	8,037	10,080	10,969	11,154	11,514	11,544	11,606	13,896	13,945	23,746	126,491
11	Provider Services - Non Pay (excluding drugs & depreciation)	Actual/F'cast	18,943	64,124	55,765	74,722	38,732	28,894	27,866	27,866	29,638	25,898	25,898	29,476	138,831	447,822
12	Secondary Care - Drugs	Actual/F'cast													0	0
13	Healthcare Services Provided by Other NHS Bodies	Actual/F'cast													0	0
14	Non Healthcare Services Provided by Other NHS Bodies	Actual/F'cast													0	0
15	Continuing Care and Funded Nursing Care	Actual/F'cast													0	0
16	Other Private & Voluntary Sector	Actual/F'cast													0	0
17	Joint Financing and Other	Actual/F'cast													0	0
18	Losses, Special Payments and Irrecoverable Debts	Actual/F'cast	3,604	6,140	10,345	11,507	11,507	11,507	11,507	11,507	11,507	11,507	11,507	11,507	20,089	123,655
19	Exceptional (Income) / Costs - (Trust Only)	Actual/F'cast													0	0
20	Total Interest Receivable - (Trust Only)	Actual/F'cast													0	0
21	Total Interest Payable - (Trust Only)	Actual/F'cast													0	0
22	DEL Depreciation(Accelerated Depreciation)Impairments	Actual/F'cast	220	220	220	229	229	229	248	248	248	399	399	399	661	3,289
23	AME Donated Depreciation/Impairments	Actual/F'cast													0	0
24	Uncommitted Reserves & Contingencies	Actual/F'cast													0	0
25	Profit/Loss Disposal of Assets	Actual/F'cast													0	0
26	Cost - Total	Actual/F'cast	30,617	78,256	74,454	94,495	60,548	51,599	50,776	51,136	52,938	49,410	51,700	55,327	183,327	701,257
27	Net surplus/ (deficit)	Actual/F'cast	0	0	0	(0)	(0)	(0)	(0)	(0)	(0)	0	0	(0)	0	(0)

Table A - Movement of Opening Financial Plan to Forecast Outturn


This Table is currently showing 0 errors

Line 12 should reflect the corresponding amounts included within the latest IMTP/AOP submission to WG

Lines 1 - 12 should not be adjusted after Month 1

	In Year Effect	Non Recurring	Recurring	FYE of Recurring
	£'000	£'000	£'000	£'000
Underlying Position b/fwd from Previous Year - as per 3 year plan (Surplus - Positive Value / Deficit - Negative Value)	0	0	0	0
1 New Cost Pressures - as per 3 year plan (Negative Value)	-23,962	-15,693	-8,269	-8,269
2 Opening Cost Pressures	-23,962	-15,693	-8,269	-8,269
3 Welsh Government Funding (Positive Value)	4,106	2,803	1,303	1,303
4 Identified Savings Plan (Positive Value)	1,820	17	1,803	1,803
5 Planned Net Income Generated (Positive Value)	18,036	13,779	4,257	4,257
6 Planned Accountancy Gains (Positive Value)	0	0	0	0
7 Planned Profit / (Loss) on Disposal of Assets	0	0	0	0
8 Planned Release of Uncommitted Contingencies & Reserves (Positive Value)	0	0		
9	0	0		
10 Planning Assumptions still to be finalised at Month 1	0	0		
11 IMTP / Annual Operating Plan	0	906	-906	-906
12 Reversal of Planning Assumptions still to be finalised at Month 1	0	0	0	0
13 Month 1 Planned Savings - Forecast Underachievement Due to Covid-19	0	0		
14 Month 1 Planned Savings - Other Forecast (Underachievement) / Overachievement	0	0		
15 Additional In Year Identified Savings - Forecast (Positive Value)	0	0		
16 Additional In Year & Variance from Planned Net Income Generated (Positive Value)	0	0		
17 Additional In Year & Variance from Planned Accountancy Gains (Positive Value)	0	0		
18 Additional In Year & Variance from Planned Profit / (Loss) on Disposal of Assets	0	0		
19 Release of Previously Committed Contingencies & Reserves (Positive Value)	0	0		
20 Additional In Year Welsh Government Funding (Positive Value)	0	0		
21 Additional In Year Welsh Government Funding Due To Covid-19 (Positive Value)	295,120	295,120		
22 Operational Expenditure Cost Increase Due To Covid-19 (Negative Value)	-295,120	-295,120		
23 Planned Operational Expenditure Cost Reduction Due To Covid-19 (Positive Value)	0	0		
24 (Positive Value)	0	0		
25 Net In Year Operational Variance to IMTP/AOP (material gross amounts to be listed separately)	0	0		
26	0	0		
27	0	0		
28	0	0		
29	0	0		
30	0	0		
31	0	0		
32	0	0		
33	0	0		
34	0	0		
35	0	0		
36	0	0		
37	0	0		
38	0	0		
39	0	0		
40 Forecast Outturn (- Deficit / + Surplus)	0	906	-906	-906

	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	YTD	In Year Effect
	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000
1													0	0
2	-798	-798	-797	-792	-792	-792	-902	-902	-903	-903	-4,603	-10,980	-2,393	-23,962
3	-798	-798	-797	-792	-792	-792	-902	-902	-903	-903	-4,603	-10,980	-2,393	-23,962
4	342	342	342	342	342	342	342	342	342	342	342	344	1,026	4,106
5	156	156	155	150	150	150	150	150	151	151	151	150	467	1,820
6	300	300	300	300	300	300	410	410	410	410	4,110	10,486	900	18,036
7													0	0
8													0	0
9													0	0
10													0	0
11													0	0
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15													0	0
16													0	0
17													0	0
18													0	0
19													0	0
20													0	0
21													0	0
22	13,041	34,741	34,244	58,122	30,634	18,595	18,638	18,615	18,672	16,606	16,607	16,604	82,026	295,120
23	-13,041	-34,741	-34,244	-58,122	-30,634	-18,595	-18,638	-18,615	-18,672	-16,606	-16,607	-16,604	-82,026	-295,120
24	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26													0	0
27													0	0
28													0	0
29													0	0
30													0	0
31													0	0
32													0	0
33													0	0
34													0	0
35													0	0
36													0	0
37													0	0
38													0	0
39													0	0
40	0	0	0	0	0	0	0	0	0	0	0	0	0	0

 GIG Cymru NHS Wales		Partneriaeth Cydwasaethau Shared Services Partnership		AGENDA ITEM: SSPC 23 July 2020	
The report is not Exempt					
Teitl yr Adroddiad/Title of Report					
NWSSP Audit Committee Assurance Report – 30 June 2020					
ARWEINYDD: LEAD:		Peter Stephenson Head of Finance & Business Development, NWSSP			
AWDUR: AUTHOR:		Roxann Davies Corporate Services Manager, NWSSP			
SWYDDOG ADRODD: REPORTING OFFICER:		Andy Butler Director of Finance & Corporate Services, NWSSP			
MANYLION CYSWLLT: CONTACT DETAILS:		Andy Butler Director of Finance & Corporate Services, NWSSP 01443 848552 / Andy.Butler@wales.nhs.uk			
Pwrpas yr Adroddiad: Purpose of the Report:					
The purpose of this paper is to provide the SSPC with assurance and details of the key issues considered by the Velindre University NHS Trust Audit Committee, at its meeting on 30 June 2020.					
Llywodraethu/Governance					
Amcanion: Objectives:		Each of the five key Corporate Objectives			
Tystiolaeth: Supporting evidence:		Individual reports submitted to Audit Committee			
Ymgynghoriad/Consultation:					
Who has been consulted on the details of the report? <ul style="list-style-type: none"> NWSSP Audit Committee 					
Adduned y Pwyllgor/Committee Resolution (insert ✓):					
DERBYN/ APPROVE		ARNODI/ ENDORSE		TRAFOD/ DISCUSS	NODI/ NOTE
		✓			
Argymhelliad/ Recommendation		Outline the recommendation of the report <ul style="list-style-type: none"> The Committee is asked to NOTE the report 			
Crynodeb Dadansoddiad Effaith: Summary Impact Analysis:					
Cydraddoldeb ac amrywiaeth: Equality and diversity:		No direct impact			
Cyfreithiol: Legal:		No direct impact			
Iechyd Poblogaeth: Population Health:		No direct impact			
Answdd, Diogelwch a Profiad y Claf:		No direct impact			

Quality, Safety & Patient Experience:	
Ariannol: Financial:	No direct impact
Risg a Aswiriant: Risk and Assurance:	This report provides assurance to the Committee that NWSSP has robust risk management processes in place.
Safonnau Iechyd a Gofal: Health & Care Standards:	Access to the Standards can be obtained from the following link: http://gov.wales/docs/dhss/publications/150402standardsen.pdf
Gweithlu: Workforce:	No direct impact
Deddf Rhyddid Gwybodaeth/ Freedom of Information	Open or closed (i.e. is the information exempt) Assess if the information can be disclosed into the public domain, if not it will need to be presented as a part 2 agenda item.

VELINDRE UNIVERSITY NHS TRUST AUDIT COMMITTEE FOR NWSSP ASSURANCE REPORT

1. CEFNDIR/BACKGROUND

The Velindre University NHS Trust Audit Committee for NHS Wales Shared Services Partnership (Audit Committee) provides assurance to the Shared Services Partnership Committee (SSPC) on the issues delegated to them through the Trust and NWSSP Standing Orders. A summary of the business matters discussed at the meeting held on 30 June 2020, is outlined below:

ALERT	No matters to alert/escalate.
ADVISE	No matters to advise.
ASSURE	<p>Governance and Assurance Matters During COVID-19 Pandemic</p> <p>The Committee received a comprehensive verbal update from the NWSSP Director of Finance and Corporate Services in relation to the handling of COVID-19 matters and the impact on the organisation. This provided an insight into and highlighted the importance of the challenging and complex work undertaken by NWSSP staff, ranging from Procurement going above and beyond to source, acquire and deliver PPE for frontline care, Informatics migrating 1500 staff to Microsoft Office365 and delivery of our business critical services to ensure NHS Wales staff were recruited and paid, as well as continuing payments to suppliers, contractors, GPs and opticians.</p> <p>A number of groups were established to provide oversight and assurance at this time, namely the SMT Planning and Response Group, an IT Update Group and the Building Managers Group. The safeguarding of staff has been the No.1 priority with enhanced measures at all sites to comply with social distancing measures and reduce risk. The Planning and Response Group has been recently stood down, and the Adapt and Future Change Group had been tasked with learning lessons from COVID-19 and looking at how we revolutionise the way we work. We have also formalised an Agile Working Group, with representatives from all services across the organisation.</p> <p>A Staff Peer Support Network has been set up, and development of local Risk Assessments and Site Plans, to include guidance such as Site Information, Managing Remotely and Returning to Work Toolkits, have received positive feedback. The Communications Team have also been keeping staff updated on a daily basis and the SMT and Trade Union Representatives had recorded video messages to staff. In addition, a staff survey had been launched, which received a very high response rate of 87% across the organisation. There were two surveys released; one for those working at home and one for those working on site. The outcomes of the survey were very positive.</p> <p>Going forward, it was highlighted that a big challenge would be availability of capital due to COVID-19. The Committee formally noted and recognised how helpful and flexible the Velindre Trust Board have been in adapting to the exceptional circumstances and turning around NWSSP requests rapidly, in order to assist in obtaining vital equipment.</p> <p>In addition, the Committee receives a further report in relation to NWSSP financial expenditure that highlighted the changes to governance arrangements, as a result of COVID-19, including the changes made to the delegated limits for urgent COVID-19 expenditure and the establishment of a Finance and Governance Committee to monitor the overarching contracts and ensure due diligence for robust and complex arrangements, chaired by the Director of Audit and Assurance Services. Further, the NWSSP COVID-19 advance payment log for purchases and checklist was tabled at the Committee, which</p>

	<p>included a detailed breakdown of updates on goods received, to include planned delivery schedules, as informed by Procurement.</p> <p>The Committee received the COVID-19 Risk Register for review, which detailed one red risk relating to total quantum for funding and addressing COVID-19 and seven amber risks, which were related to areas such as procurement of PPE, staff safety and well-being, business continuity for essential services and strategic plans for field hospital sites.</p>
ASSURE	<p>Governance, Risk and Assurance</p> <p>Governance Matters - The Committee received the Governance Matters paper, which detailed the contracting activity from January 2020, to date and highlighted that there had been no departure from the Standing Orders. In relation to contracting activity, during the reporting period, there had been 21 contracts let for NWSSP, and 62 contracts let for NHS Wales, of which 8 were at briefing stage, 42 at ratification and 12 were extensions. It was noted no declarations were made as to gifts, hospitality or sponsorship since the last meeting and there had been no limited or no assurance audit reports. Where contracting activity related to the procurement of goods relating to COVID-19, these had been recorded centrally and each had been subject to robust governance and due diligence processes, which required a separate file note to be held.</p> <p>Audit Tracking - In relation to the tracking of audit recommendations, there were 202 recommendations, of which 187 were implemented, 14 were not yet due, and one had a proposed a revised deadline of 30/09/2020, for Committee approval. This recommendation related to cyber security and this was delayed in implementation due to the impact of COVID-19. The Committee were content to approve the revised deadline proposed.</p> <p>Corporate Risk - The Corporate Risk Register highlighted two existing red risks, six amber risks, three yellow risks and zero green risks, in the Risks for Action section of the Register. There remained one yellow risk in the Risks for Monitoring section of the Register and the Committee was reminded that the Register is reviewed at each SSPC, Audit Committee and Formal SMT meeting. The existing two red risks were summarised as follows and the Committee was informed that these long-standing risks had been progressed and would come off the Register in the coming months:</p> <ul style="list-style-type: none"> • The Northern Ireland model procured to replace the NHAIS system fails to deliver the anticipated benefits within required timescales impacting the ability to pay GPs; and • NHS Digital were withdrawing the Ophthalmics Payment service from the end of September 2020. <p>In addition, the Committee also received a comprehensive Assurance Mapping exercise and an updated in relation to the Audit Committee Effectiveness Survey, which were both items provided annually.</p>
ASSURE	<p>Internal Audit</p> <p>The Committee received a comprehensive update from Internal Audit and in addition to the Position Statement, which highlighted progress of the 2019/20 Internal Audit Plan, together with an overview of other activity undertaken since the previous meeting. In addition, the Committee received the following reports for consideration:</p> <ul style="list-style-type: none"> • <u>Budgetary Control Internal Audit Report</u> Achieved reasonable assurance, with two low priority recommendations for action and did not identify any issues that would be classified as a weakness in the system control or design. • <u>Payroll Services Internal Audit Report</u> Achieved reasonable assurance, with one high, five medium and 1 low priority recommendations for action, which identified two issues that were classified as weaknesses in the system control or design and five issues for the operation of the system control or design.

	<p>In addition, the Committee received the Internal Audit Operational Plan for 2020-21. NWSSP SMT had reviewed and endorsed the Operational Plan and the Committee were content to approve the Internal Audit Operational Plan for 2020-21 and Chair noted that the Plan would be subject to change throughout the year, which would be brought back to Committee for approval.</p> <p>Finally, the Committee received the sixth annual Quality Assurance and Improvement Plan, setting out the approach for 2020/21, demonstrating compliance with the Internal Audit Standards and measuring quality through capturing feedback. The report was formally noted by the Committee and will be shared with the NHS Wales Board Secretaries. SC confirmed he would be working with a sub-group of Board Secretaries on KPIs, linked into more systematic assessment of recommendation tracking and what the impact of these has been. The following was also highlighted:</p> <ul style="list-style-type: none"> • Reviewing audit files to look at what has been done, comparing similarities and best practice; • The usage of the treasury audit quality framework, for example, sharing outputs and governance reviews; • KPIs, insofar as the programme was interrupted, but sufficient work was completed; and • Audit Wales review was yet to take place, but the feedback received to date was positive.
ASSURE	<p>External Audit</p> <p>Audit Wales presented a detailed Position Statement which set out an update as to current and planned audit work, together with the Auditor General's planned programme of topical publications, related studies, good practice, and national events that may be of interest to the Committee. Whilst the majority of planned audit work for NWSSP was complete, there was a need for the Nationally Hosted NHS IT Systems and Management Letter audits to be rescheduled later in 2020. There were no significant issues of concern to report to the Committee. Further, Audit Wales' representative brought to the Committee's attention the letter written to all Chief Executives on 30/04/2020, providing an update as to the audit programme, for information.</p>
ASSURE	<p>Counter Fraud</p> <p>The Committee received a comprehensive Position Statement summarising the recent Counter Fraud work carried out to date, which was accompanied by thematic guidance arising in relation to COVID-19. In addition, the Committee received the Counter Fraud Annual Report for 2019-20 and Self-Review Submission Tool, which both demonstrated positive progress within NWSSP for the reporting period. The Committee also received the Counter Fraud Work Plan for 2020-21, which was approved.</p>
INFORM	<p>The following items were received for Committee information:</p> <ul style="list-style-type: none"> • Review of Shared Services Partnership Committee Standing Orders; and • Audit Committee Forward Plan 2020-21.

2. ARGYMHELLIAD/RECOMMENDATION

The Committee are asked to:

- **NOTE** the Assurance Report