



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

**Hosting Agreement
2021 – 2023**

Date: February 2021

Version: Final Draft

Purpose and Summary of Document:

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

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

1. Parties to this agreement

The parties to this agreement are:

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

The signatories to this agreement are:

1. Paul Mears, Chief Executive, on behalf of Cwm Taf Morgannwg University Health Board (Host body)

Signed: _____

Date: _____

2. Phillip Wardle, Director, on behalf of the National Imaging Academy Wales

Signed: _____

Date: _____

3. Mark Hackett, Chief Executive, on behalf of Swansea Bay University Health Board

Signed: _____

Date: _____

4. Judith Paget, Chief Executive, on behalf of Aneurin Bevan University Health Board

Signed: _____

Date: _____

5. Jo Whitehead, Chief Executive, on behalf of Betsi Cadwaladr University Health Board

Signed: _____

Date: _____

6. Len Richards, Chief Executive, on behalf of Cardiff and Vale University Health Board

Signed: _____

Date: _____

7. Steve Moore, Chief Executive, on behalf of Hywel Dda University Health Board

Signed: _____

Date: _____

8. Carol Shillabeer, Chief Executive, on behalf of Powys Teaching Health Board

Signed: _____

Date: _____

9. Steve Ham, Chief Executive, on behalf of Velindre NHS Trust

Signed: _____

Date: _____

10. Jason Killens, Chief Executive, on behalf of the Welsh Ambulance Services NHS Trust

Signed: _____

Date: _____

11. Tracey Cooper, Chief Executive, on behalf of Public Health Wales

Signed: _____

Date: _____

1 Named points of contact

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

- For Cwm Taf Morgannwg University Health Board : Executive Director of Planning
- For the National Imaging Academy Wales : Director

2 Purpose and scope of this agreement

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

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

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

3 Status of this agreement

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

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

The parties agree that they shall act:

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

4 Duration of this agreement

This agreement commences on 1 April 2021 and will run for a period of two years until 31 March 2023.

5 Monitoring and review of this agreement

The Director of the National Imaging Academy Wales will liaise regularly with the Cwm Taf Morgannwg University Health Board, Deputy Chief Executive, to monitor the operation of this agreement and to address and resolve any practical issues that may emerge.

5.1 Six monthly formal review meetings

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

5.2 Review meetings

The named points of contact (section 2) will meet at least 6 monthly to discuss hosting arrangements and any particular areas of concern. These meetings will include discussion of:

- matters relating to workforce, finance, procurement, facilities and any other corporate support services (note IT requirements will be met via a separate agreement with NWIS)
- possible changes to the NIAW's remit and any other matter which is likely to impact on the corporate support provided by Cwm Taf Morgannwg University Health Board.
- financial performance and any variance against budget, in particular potential over or underspends.

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

5.3 Audit Committee

The Director of the National Imaging Academy Wales will attend the Cwm Taf Morgannwg University Health Board Audit Committee at least annually,

or as requested by the Audit Committee, to provide assurance to the Committee that the NIAW is complying with the Hosting Agreement and to highlight and discuss any areas of risk or non-compliance.

5.4 Annual Assurance Statement

The National Imaging Academy Wales will provide an Annual Assurance Statement to Cwm Taf Morgannwg University Health Board, to confirm that they have complied with the hosting arrangements, highlighting any areas of concern, risk or non-compliance. This statement will inform Cwm Taf Morgannwg University Health Board's Annual Governance Statement.

5.5 Review

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

6 Termination and notice period

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

7 Background

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

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

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

8 Nature of the hosting arrangement

Cwm Taf Morgannwg University Health Board, will provide services and facilities as agreed with Health Boards and NHS Trusts under this hosting agreement, to enable the smooth running of the National Imaging Academy Wales, but will not be responsible or accountable for setting the direction of the NIAW or for the quality of the work undertaken by the NIAW. This rests with the Director of the National Imaging Academy Wales reporting directly through the NHS Wales CEO Lead for Imaging to the Collaborative Executive Group and Collaborative Leadership Forum.

9 Appointment of the Director of the National Imaging Academy Wales

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

10 Financial arrangements

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

Whilst complying with Cwm Taf Morgannwg University Health Board's Standing Orders and Standing Financial Instructions (see below), the Director of the National Imaging Academy Wales will be accountable through the Host Body Chief Executive to the Collaborative Executive Group.

The Director of the National Imaging Academy Wales will have an authorisation limit of £100,000 (equivalent to an Executive Director of Cwm Taf Morgannwg University Health Board) and will specify an appropriate scheme of delegation for the management of the NIAW's budget. Expenditure over £100,000 will need authorisation from the Chief Executive / Deputy Chief Executive, Cwm Taf Morgannwg University Health Board (following discussion with the Director of the NIAW and the Lead Chief Executive for Imaging).

Cwm Taf Morgannwg University Health Board will provide the National Imaging Academy Wales with monthly financial budget/expenditure reports. The NIAW will be responsible for checking the accuracy of these reports and for reporting and explaining any variance of expenditure against budget profile.

The initial recurring core budget, and contribution shares, for the NIAW were agreed by all parties in 2017/18.

Recurring and non-recurring changes to the NIAW's core budget will be agreed between the Director of the National Imaging Academy Wales and the Collaborative Leadership Forum. Such changes may include in-year recurring or non-recurring uplifts contributed by health boards and trusts to cover agreed additional activities.

10.2 Additional funding

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

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

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

10.3 Financial variances

The Director of the National Imaging Academy Wales must achieve a break-even position each financial year. The Director of the National Imaging Academy Wales is responsible for informing the Lead Chief Executive for imaging and the Cwm Taf Morgannwg University Health Board Chief Executive, at the earliest practicable stage, of any significant forecast variances and, in particular, of risks that may result in the underwriting provisions described in section 11.4 below being required.

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

- in the case of an under spend, whether there are any alternative uses to which the funds can be put consistent with the role of the NIAW, or whether funds should be returned to contributing bodies

- in the case of an over spend, what steps can be taken to prevent the overspend arising
- any liability that exists as a result of any overspend will be shared on a joint and several basis between the parties signed to this agreement on an agreed risk sharing basis.

10.4 Financial liabilities

Cwm Taf Morgannwg University Health Board shall be the responsible legal entity in relation to liabilities to third parties, save where excepted in this agreement.

The activities of the NIAW will be covered by the Welsh Risk Pool, via Cwm Taf Morgannwg University Health Board, but will be subject to the normal excess arrangements.

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

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

Cwm Taf Morgannwg University Health Board will charge a levy to cover the **additional** costs of hosting the NIAW (above those costs incurred by Cwm Taf Morgannwg University Health Board prior to the establishment of the National Imaging Academy Wales).

On the establishment of the NIAW, an agreed annual recurring revenue requirement of £82,000 will be provided to Cwm Taf Morgannwg University Health Board, to cover its 'core' hosting costs.

This levy will need to be reviewed and adjusted upwards on confirmation of any additional support required by the National Imaging Academy Wales from the host body.

The hosting levy will be reviewed each year, as part of the overall review of this agreement (see section 6.5) and any additional 'core' hosting costs would need to be managed within the overall agreed NIAW revenue allocation.

With the exception of the agreed levy to cover the hosting costs and any agreed costs arising from issues detailed in sections 11.1 and 11.2, no deductions will be made from the National Imaging Academy Wales's budget

by Cwm Taf Morgannwg University Health Board and Cwm Taf Morgannwg University Health Board's Cost Reduction Programme / savings targets will not be applied.

Cwm Taf Morgannwg University Health Board will not fund or be liable for any National Imaging Academy Wales cost pressures, which must be funded within the agreed NIAW budget.

11 Obligations of Cwm Taf Morgannwg University Health Board under this agreement

11.1 General obligations of Cwm Taf Health Board

Cwm Taf Morgannwg University Health Board shall be responsible for providing services and facilities to enable the smooth running of the National Imaging Academy Wales.

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

The services and facilities covered by this agreement may be provided directly by Cwm Taf Morgannwg University Health Board or may be procured from third party providers, including, but not limited to the NHS Wales Shared Services Partnership and the NHS Wales Informatics Service (NWIS).

In hosting the National Imaging Academy Wales, Cwm Taf Morgannwg University Health Board shall not be required to in any way act outside its statutory powers, duties, Standing Orders, Standing Financial Instructions or governance and legal obligations.

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

Cwm Taf Morgannwg University Health Board will not be responsible for the validity, efficacy or approval of the National Imaging Academy Wales's budget or other plans and the NIAW will in fulfilling its obligations not place Cwm Taf Morgannwg University Health Board in a position whereby it breaches any Statute, Regulation, Standing Order, Direction, Measure or any other corporate governance requirement.

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

- Access to some Committees of the Cwm Taf Health Board as appropriate, in order to discharge elements of the Academy's governance arrangements. These include:
- Quality, Safety & Risk Management – Reporting via the Cwm Taf Quality, Safety & Risk Committee.
- Audit & Assurance – Reporting periodically to the Cwm Taf Audit Committee
- Remuneration & Terms of Services Committee (RATS)
- IR(Me)R and other Imaging Governance – Reporting via Radiation Safety Committee including Ultrasound Governance.
- Clinical/Corporate Business Meeting(s) – 6 monthly reviews, including oversight of delivery of hosting agreement

As well as the following:-

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

11.2 Workforce

Cwm Taf Morgannwg University Health Board will act as the appointing and employing body for all directly employed and existing seconded staff of the National Imaging Academy Wales, including the Director. The following services will be provided to the National Imaging Academy Wales:

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

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

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

11.3 Finance and procurement

The National Imaging Academy Wales's budget will be included within the Cwm Taf Morgannwg University Health Board ledger and the Director and any other NIAW budget holders will be provided with an income and expenditure account and the following on the same basis as provided to Cwm Taf Morgannwg University Health Board budget holders:

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

Cwm Taf Morgannwg University Health Board will act as the legal entity which enters into contracts and related agreements for goods and services procured on behalf of the National Imaging Academy Wales.

11.4 Accommodation

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

Cwm Taf UHB as host will own & maintain the Academy Building on behalf of NHS Wales. A separate recharge over and above the hosting fee will be charged for buildings maintenance and Facilities management, as per the agreed business case.

11.5 Information Technology

The National Imaging Academy Wales will develop a Service Level Agreement (SLA) direct with the NHS Wales Informatics Services (NWIS) to provide the following:

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

11.6 Other corporate support services

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

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

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

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

12 Reporting

Hosting reporting shall be undertaken as follows:

12.1 Responsible Officer

The Responsible Officer will be the Director of the National Imaging Academy Wales and this person will report to the Chief Executive at Cwm Taf Morgannwg University Health Board.

12.2 Accountable Officer

The Accountable Officer will be the Chief Executive of Cwm Taf Morgannwg University Health Board, who will liaise closely with the lead NHS Wales Chief Executive for Imaging.

12.3 Variation

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

13 Obligations of the National Imaging Academy Wales under this agreement

The National Imaging Academy Wales will comply with Cwm Taf Morgannwg University Health Board's:

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

The Director of the National Imaging Academy Wales will have overall responsibility for the appointment of NIAW staff, whilst acting within Cwm Taf Morgannwg University Health Board's recruitment policies. Other than the provision of HR advice and selection tools, or as specifically requested by the NIA, Cwm Taf Morgannwg University Health Board will have no role in the appointment of staff.

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

The Director of the NIAW is responsible for the management of risk within the National Imaging Academy Wales and its activities. The NIAW will follow Cwm Taf Morgannwg University Health Board's risk management framework

guidance and will monitor and maintain a risk register for the NIAW on the Cwm Taf Morgannwg University Health Board Datix system. Any potential risks which could impact on the business and safety of Cwm Taf Morgannwg University Health Board will be escalated to the Chief Executive and Director with responsibility for Risk in Cwm Taf Morgannwg University Health Board. The Director of the National Imaging Academy Wales will also ensure that the Chief Executives are apprised of any high risks and the arrangements for providing assurance regarding their management.

Cwm Taf Morgannwg University Health Board can request access to the NIA's risk register as required, to inform and provide assurance that the overall governance arrangements of Cwm Taf Morgannwg University Health Board are being maintained.

The Director of the National Imaging Academy Wales will be responsible for ensuring any additional pieces of work taken on by the NIA, including expansion in workforce and budget are to be discussed and agreed with Cwm Taf Morgannwg University Health Board.

14 Intellectual property

Unless otherwise agreed (see below) all intellectual property developed or legitimately acquired by the National Imaging Academy Wales, shall be owned collectively by the NHS Wales health boards and trusts.

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

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

15 Data Protection and Freedom of Information

For the purposes of data protection and freedom of information, all data and information held by the National Imaging Academy Wales will be deemed to be held by Cwm Taf Morgannwg University Health Board. As a result, any requests for information under relevant Acts will be processed according to Cwm Taf Morgannwg University Health Board's procedures. However, the Director of the NIAW will be informed as soon as possible of any relevant requests received and discussion will take place with the Director before any of the National Imaging Academy Wales's information is released to a third party. The Director of the NIAW will be responsible for sharing relevant requests, and responses provided, with health boards and trusts.

The NIAW may enter into data sharing agreements with health boards and trusts to facilitate the carrying out of its functions. As the host body, Cwm Taf Morgannwg University Health Board will need to be a signatory to such agreements and must be satisfied with their content.

16 Disputes and matters not covered by this agreement

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

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

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

17 Governing law and jurisdiction

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

Annex A

Annex A – Change Control Procedure

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

Date of change	Section No.