

**HOSTING AGREEMENT**  
**RELATING TO THE**  
**NHS WALES JOINT COMMISSIONING COMMITTEE**

THIS MEMORANDUM OF AGREEMENT is

BETWEEN

(1) CWM TAF MORGANNWG UNIVERSITY LOCAL HEALTH BOARD (“Cwm Taf Morgannwg CTMUHB”) having headquarters at Ynysmeurig House, Navigation Park, Abercynon, Rhondda Cynon Taf, CF45 4SN.

And

ANEURIN BEVAN UNIVERSITY LOCAL HEALTH BOARD, having Headquarters at St Cadoc’s Hospital, Lodge Road, Caerleon, Newport, NP18 3XQ

BETSI CADWALADR UNIVERSITY LOCAL HEALTH BOARD, having headquarters at Ysbyty Gwynedd, Penrhosgarnedd, Bangor, Gwynedd, LL57 2PW

CARDIFF AND VALE UNIVERSITY LOCAL HEALTH BOARD, having headquarters at 2<sup>nd</sup> Floor, Woodland House, Maes y Coed Road, Cardiff CF14 4HH

HYWEL DDA UNIVERSITY LOCAL HEALTH BOARD, having headquarters at Ystwyth Building, St David’s Park, Carmarthen SA31 3BB.

POWYS TEACHING LOCAL HEALTH BOARD, having headquarters at Mansion House, Bronllys, Brecon, Powys, LD3 0LS

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

A. Cwm Taf Morgannwg University Health Board (CTMUHB) has been identified as Host LHB to provide administrative support for the running of the JCC and to establish the NHS Wales Joint Commissioning Committee Team (JCCT).

B. This Agreement should be read in conjunction with the Memorandum of Agreement made between the seven Local Health Boards themselves which defines the governance arrangements for the JCC and the agreed roles and responsibilities of the Chief Executives of the constituent LHBs as individual members of the JCC.

C. The purpose of this Agreement is to outline what the accountability arrangements and resulting responsibilities mean for each party.

## **AGREEMENT**

1.	INTERPRETATION	5
2.	ROLE AND RESPOSIBILITY OF CWM TAF MORGANNWG UNIVERSITY LOCAL HEALTH BOARD	7
3.	EMPLOYMENT OF STAFF	8
4.	PROCEDURES FOR TENDERS & PROCUREMENT	9
5.	GOVERNANCE ARRANGEMENTS	9
6.	BUDGET AND FUNDING	10
7.	OWNERSHIP OF ASSETS	11
8.	ACCOUNTABILITY ARRANGEMENTS	11
9.	DUTY OF CARE	11
10.	CWM TAF MORGANNWG CTMUHB ORGANISATION	12
11.	LEGISLATION	12
12.	INTERNAL AND EXTERNAL AUDIT	12
13.	MANAGEMENT OF CONCERNS (INCLUDING INCIDENTS, COMPLAINTS & CLAIMS)	13
14.	MANAGEMENT OF FREEDOM OF INFORMATION ACT (FOIA) / DATA PROTECTION ACT (DPA) REQUESTS	13
15.	NOTICES	14
16.	DISPUTE	14
17.	GENERAL	15
	APPENDIX A – Role of the JCC	18
	APPENDIX B – Employment of Staff	19
	APPENDIX C – Procedures for Tenders & Procurement; Estates, Facilities and IT Support; Others	20
	APPENDIX D – Accountability Arrangements	24

## 1. INTERPRETATION

'the Act'	the National Health Service (Wales) Act 2006 (C.42)
'Chair (JCC)'	the person appointed by the Minister to lead the NHS Wales Joint Commissioning Committee and to ensure it successfully discharges its overall responsibility on behalf of the LHBs.
'Chief Commissioner'	Chief Commissioner of the NHS Wales Joint Commissioning Committee and Associate Member of the JCC
'Chief Executives'	the Chief Executives of the constituent LHBs and members of the JCC
'Committee Secretary'	the person appointed by the JCC as its principal advisor on all aspects of governance. Refer to Standing Orders: The Role of the Committee Secretary.
'Dispute Process'	the arbitration process agreed with Welsh Government.
'Host LHB'	Cwm Taf Morgannwg University Local Health Board (CTMUHB)
'JCC'	The NHS Wales Joint Commissioning Committee
'JCCT'	The JCC Team employed by the host Health Board including the Chief Commissioner to provide the relevant services.
'LHB'	Local Health Board established in accordance with s 11(2) of the Act
'NHS Wales'	the comprehensive health service for Wales established by the NHS (Wales) Act 2006 (C.42)
Provider LHB'	a LHB which provides relevant services to the JCC as identified within the Directions.

'Provider Trust'                    the Trust which provides emergency ambulance services to the JCC

'Relevant Services'            As per the Directions:

- a) specialised services for
  - 1. cancer and blood disorders,
  - 2. cardiac conditions,
  - 3. mental health and vulnerable groups,
  - 4. neurosciences, and
  - 5. women and children,
- a) services where there is agreement between the Local Health Boards that they should be arranged on a regional and national basis,
- b) emergency medical services,
- c) non-emergency patient transport services,
- d) emergency medical retrieval and transfer services,
- e) NHS 111 services,
- f) sexual assault referral centres, and

other services as directed by the Welsh Ministers.

'Role of the Joint                    the role ascribed to the JCC  
Committee'                    in section 4 of this Agreement.

## **2. ROLES AND RESPONSIBILITIES OF CWM TAF MORGANNWG UNIVERSITY LOCAL HEALTH BOARD**

The responsibilities of CTMUHB are:

2.1 To appoint and employ such officers as may be required to support the commissioning of the Relevant Services and provide all necessary corporate services and management support, to include human resources, estates, procurement, banking and accountancy services, as may be required, including the processing of orders and the making of payments to providers of the Relevant Services, with such JCCT officers;

2.2 To provide advice to the Joint Commissioning Committee on compliance with CTMUHB policies, Standing Financial Instructions (JCC and Host Body versions as appropriate), Procurement Rules, Human Resource policies and other procedures;

2.3 To be the legal entity which enters into agreed procurement arrangements to include, but not restricted to, quotations, tenders, procurement contracts, service level agreements and terms of engagement commissioned by the JCCT, on behalf of the JCC, and to ensure that the individuals appointed and employed to support the functions of the JCC carry out those tasks which are stated as annexes to the Standing Orders to be the role of the JCC;

2.4 To have in place such appropriate governance arrangements and Schemes of Delegation as may be necessary and required on the part of CTMUHB to enable the JCCT's role to be carried out;

2.5 To hold the management budget for the JCC/Relevant Services and make payments and receive income as necessary.

2.6 To be authorised to appoint lawyers and other professional advisors in line with approved procurement procedures, and to agree the terms and conditions of their engagement and give them instructions from time to time on behalf of the JCC.

2.7 CTMUHB will not be responsible or accountable for the commissioning of the Relevant Services save in respect of the residents within the geographical area of responsibility of CTMUHB.

2.8 In fulfilling its obligations and responsibilities under this Agreement, CTMUHB shall not be required to do or not do and shall not do or omit to do anything which does not comply with CTMUHB statutory powers and duties, Standing Orders and Standing Financial Instructions (JCC and Host Body versions as appropriate) corporate governance requirements generally, procurement requirements or any legal obligations not covered by the foregoing.

2.9 In line with the Welsh Risk Pool Services All Wales Policy on Insurance, NHS Indemnity and related risk management for potential losses and special payments CTMUHB provide the indemnity for the Chair (and Lay Members) of JCC. Should any claim or legal matter arise this would be processed by Legal and Risk Team responsible for CTMUHB.

### **3. EMPLOYMENT OF STAFF**

3.1 All officers, including the Chief Commissioner, who are part of the JCCT, are to be employed by CTMUHB. The legal status of the employees would be CTM employees and with respect to any employment litigation with respect to JCCT members, CTM would be held liable.

3.2 As employees of CTMUHB, all JCCT members will be required to abide by CTMUHB policies, procedures and guidance and will be entitled to be treated as any other employee of CTMUHB and have the benefit of all applicable policies and procedures.

3.3 The CTMUHB Remuneration and Terms of Service Committee will provide advice to the CTM Board on the remuneration and the terms of service of the Chief Commissioner and any other members of the JCCT who fall within the Framework set out by the Welsh Government and are paid at executive and senior pay terms and conditions of service.

3.4 As an employee of the Host Body, the Chief Commissioner will be accountable to the Chief Executive of the Host LHB (CTMUHB) in respect of the responsibilities delegated to the Chief Commissioner set out within the Hosting Agreement. In this regard, the Host Body CEO will inform the annual performance review of the Chief Commissioner, undertaken by the Committee Chair.

3.5 All other members of the JCCT will be accountable to the Chief Commissioner for their performance as an employee of CTMUHB and a member of the JCCT.

3.5 The human resource services which will be provided are identified at **Appendix B**.

**4. PROCEDURES FOR TENDERS & PROCUREMENT** Estates, Facilities and IT Support; Others (Communications; Corporate Support; Welsh Language; Equality and Diversity; Risk Management; Concerns and Information Governance)

4.1 CTMUHB will provide all the support services to the JCC as described at **Appendix C**.

4.2 Agreed procurement arrangements via quotations, tenders, procurement contracts, service level agreements and terms of engagement will be entered into and signed by CTMUHB on behalf of the JCC in accordance with the CTMUHB procurement policy and Standing Financial Instructions.



4.3 CTMUHB shall not execute or, through performance create, any third party contract in respect of the JCC unless authorised to do so by the Chief Commissioner or an officer of the JCCT to whom the Chief Commissioner has delegated authority in line with the approved Scheme of Delegation

4.4 The seven Health Boards will provide sufficient funds and other relevant resources to meet the requirements of all third party contracts entered into by Cwm Taf Morgannwg in pursuance of paragraph 4.3.

4.5 CTMUHB shall provide the Chief Commissioner (as appropriate) with drafts of all third party contracts and the JCC shall be entitled to require CTMUHB to use its reasonable endeavours to negotiate such amendments to the terms of such contract as the Chief Commissioner and/or the JCC reasonably see fit.

## **5. GOVERNANCE ARRANGEMENTS**

5.1 The JCCT will utilise CTMUHB arrangements to assist it in discharging its governance responsibilities.

5.2 Where the JCC utilises CTMUHB sub-committee arrangements such as the Audit and Risk Committee, and the Remuneration and Terms of Service Committee, CTMUHB will ensure that the appropriate responsibilities are afforded to the JCC and the agenda is constructed to ensure relevant issues are to be properly managed to allow the JCC to satisfy itself from a risk management and controls assurance perspective.

5.3 The JCCT will adopt the risk assessing mechanisms of CTMUHB. Any adaptation to the agreed risk processes of the Host Body, which may be required owing the specific functions of the JCC/JCCT, should only be made after consulting with the Host Body Executive Director of Finance and the Director of Corporate Governance/Board Secretary.

5.4 As part of the agreed accountability arrangements, the Chief Commissioner will have accountability to the Chief Executive of CTMUHB in respect of ensuring adherence to all relevant legislation, policies and procedures. This accountability will be formalised in the form of quarterly meetings to take place between the Chief Commissioner and the Chief Executive of CTMUHB and will include a discussion on the Hosting arrangements as a standing agenda item.

5.5. Tier 2 roles, within the JCCT , which have regulated professional accountabilities e.g. the Medical Director will be professionally accountable to the relevant CTMUHB Executive Director e.g. the CTMUHB Executive Medical Director.. Arrangements will be established to put in

place quarterly meetings where any issues can be discussed and for re-validation.

5.6 CTMUHB will also work with members of the JCCT to establish regular meetings between relevant members of the CTMUHB Executive Team including the Executive Director of Finance, Executive Director of People and Director of Corporate Governance; and senior members of the JCCT including those responsible for finance and governance.

5.5 The Chief Commissioner will provide reports from the JCC to the Cwm Taf Morgannwg Board in line with the CTMUHB scheme of delegation to enable CTMUHB to assure itself that appropriate control measures are in place with respect to Hosting Arrangements.

5.6 The Chief Commissioner, with support from the Committee Secretary will produce an Annual Governance Statement for the JCC/JCCT.

## **6. BUDGET AND FUNDING**

6.1 The JCC will transfer funds to CTMUHB on a quarterly basis in advance to allow CTMUHB to perform its functions on behalf of the JCC, provided that the JCC may attach conditions to the expenditure of such funds.

6.2 The seven Health Boards will meet the CTMUHB overhead costs reasonably incurred in the support of the JCC as may be agreed by the JCC acting reasonably at all times.

6.3 The Chief Commissioner or their Director of Finance will authorise the transfer of funds to CTMUHB in line with agreed funding levels, which funds shall be accounted for by CTMUHB as income to the JCC.

6.4 CTMUHB will set up and manage an Income and Expenditure Account for the JCC, namely a JCC Account. This includes all the income for the JCC received from the LHBS and all other JCC expenditure. This account shall be separate from all other CTMUHB funds. The Chief Commissioner or their Director of Finance will make decisions relating to expenditure from this account provided that CTMUHB shall not at any time be obligated to operate the JCC Account in deficit.

6.5 The Chief Commissioner and their Director of Finance shall be responsible for ensuring that all relevant reports, financial information and commentary are provided to CTMUHB so that the appropriate monitoring return can be prepared.

6.6 The Chief Commissioner and their Director of Finance will provide all the necessary information to the CTMUHB Executive Director of Finance to ensure that a consolidated set of financial statements can be prepared in

accordance with deadlines set out and agreed with Welsh Government and Audit Wales.

## **7. OWNERSHIP OF ASSETS**

7.1 All assets (including intellectual property rights) acquired by CTMUHB in connection with the JCC and JCCT shall belong to CTMUHB but be held upon trust for the JCC and JCCT.

7.2 CTMUHB shall, to the extent it is legally entitled to do so, transfer ownership and any other rights in such assets to such party or body as the JCC shall require and within such timescales as are reasonably required.

7.3 In the event that any income is derived from such assets or from their disposal, such revenues shall be regarded as part of the JCC income and accounted for accordingly.

## **8. ACCOUNTABILITY ARRANGEMENTS**

8.1 The accountability arrangements of the Joint Commissioning Committee Team (JCCT) and the Chief Commissioner and their relationship with CTMUHB are set out in Appendix D.

## **9. DUTY OF CARE**

9.1 CTMUHB shall be responsible for ensuring that all reasonable skill, care and diligence are exercised in carrying out those services, which it is required to perform under this Agreement properly and efficiently in accordance with this Agreement and the Memorandum of Agreement and its overall responsibilities under the Act and all other appropriate legislation. CTMUHB shall keep the JCC informed of any foreseeable or actual changes in circumstances which are likely to affect its ability to comply with the terms of this Agreement as the Host LHB.

## **10. CWM TAF MORGANNWG ORGANISATION**

10.1 CTMUHB shall provide and maintain an organisation having the necessary facilities, equipment and employees of appropriate experience, to undertake the specific functions and provide all the services identified in this Agreement.

10.2 All personnel deployed on work relating to the Agreement must have appropriate skills and competence.

## **11. LEGISLATION**

11.1 CTMUHB shall ensure that it, and its employees and agents, shall in the course of this agreement comply with all relevant legislation, Welsh Government Directions and Guidance and procedures.

11.2 Where responsibilities for compliance with legislation is delegated to the JCCT it will be set out within the Scheme of Delegation e.g. Duty of Quality, Safeguarding, the Equality Act 2010 etc.

## **12. INTERNAL AND EXTERNAL AUDIT**

12.1 CTMUHB, through the NHS Wales Shared Services Committee arrangements, will provide an effective independent internal audit function as a key source of its internal assurance arrangements, in accordance with NHS Wales Internal Auditing Standards and any others requirements determined by the Welsh Government.

12.2 CTMUHB will ensure that relevant external audit arrangements are established with the Auditor General for Wales, which give due regard to the functions of the JCC.

## **13. MANAGEMENT OF CONCERNS (INCLUDING INCIDENTS, COMPLAINTS & CLAIMS)**

13.1 Section 15 of the Memorandum of Agreement sets out the procedures to be followed for the handling of disputes and arbitration relating to the business of the JCC/JCCT and the responsibilities of the provider organisations.

13.2 Where a matter is regarded as an individual concern in respect of those services commissioned by the JCC and/or the functions delivered by the JCC Team, CTMUHB will only be responsible for the management of those concerns where liability in Tort is established, which relate to its geographical area of responsibility. In such circumstances, the Chief Executive of CTMUHB will be responsible for investigating and responding to the concern in accordance with *The National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011*.

13.3 Individual concerns relating to patients resident outside CTMUHB's geographical area of responsibility will be referred to the Chief Executive of the LHB in the appropriate geographical area.

13.4 Where a matter is considered to be a review of funding decisions it will be dealt with in accordance with the Review Process set out in All Wales Policy for Making Decisions on Individual Patient Funding Requests (IPFR).

13.5 Individual concerns relating to emergency ambulance services will be referred to the Chief Executive of the provider organisation.

## **14. MANAGEMENT OF FOIA / DPA REQUESTS**

14.1 For the purposes of Freedom of Information and Data Protection, CTMUHB is the organisation registered with the Information Commissioner's Office (ICO). In common with all other CTMUHB employees, members of the JCCT will be required to follow all the relevant CTMUHB information governance and data protection rules, policies and procedures, including the policy on Records Management and Schedule for the Retention and Destruction of Records. As the legal entity and organisation registered with the ICO, CTMUHB, would be held liable for any data breach or fine issued by the ICO which arose from activity within the JCCT.

14.2 Where a request under the Freedom of Information Act or Data Protection Act is received by the JCC/JCCT, the request will be dealt with in accordance with CTMUHB procedures. Where the request is considered to be an issue relating to a public body covered by the FOI Act then the request will be forwarded to that particular body to deal with.

## **15. NOTICES**

15.1 Any notices served in respect of matters covered by this Agreement shall be sent to the Chief Executive on behalf of CTMUHB and the Chief Commissioner (as appropriate) on behalf of the JCC.

## **16. DISPUTE**

16.1 In the event of any dispute between CTMUHB and those involved in the JCC/JCCT, all parties involved in the dispute must try to reach an agreement. This will involve meeting to discuss and trying to resolve the issues. All reasonable efforts must be made before escalating any disputed issues.

16.2 If a dispute cannot be resolved in accordance with the provisions of paragraph 16.1 it shall be referred to the Chief Commissioner and the Chief Executive of CTMUHB for further discussion.

16.3 If a dispute cannot be resolved in accordance with the provisions of paragraph 16.2 it shall be referred to the Chair of the JCC and the Chair of CTMUHB for further discussion.

16.4 If a dispute cannot be resolved in accordance with the provisions of paragraph 16.3, CTMUHB and/or the Chief Commissioner should have a further meeting with the other six LHBs to determine if the matter can be resolved.

16.5 If a dispute still cannot be resolved in accordance with the provisions of paragraph 16.4, it shall be referred to the Welsh Government Director General for Health and Social Services and ultimately onwards to Cabinet Secretary for Health and Social Care for resolution.

## **17. GENERAL**

17.1 This agreement shall be capable of being varied only by a written instrument signed by a duly authorised officer or other representative of each of the parties.

17.2 No third party shall have any right under the Contracts (Rights of Third Parties) Act 1999 in connection with this Agreement.

17.3 This Agreement shall be governed and construed in accordance with the laws of England and Wales.

17.4 In the event of the Cwm Taf Morgannwg Board determining (acting reasonably) that the performance by CTMUHB of its obligations under this Agreement is having a detrimental or prejudicial effect on the CTMUHB ability to fulfil its core functions, the Cwm Taf Morgannwg Board may instruct the Chief Commissioner and CTMUHB Chief Executive to review the operation of this Agreement.

17.5 In carrying out a review of this Agreement further to clause 17.4, the Chief Commissioner and CTMUHB Chief Executive shall consider the source and manner of any detriment identified by the Cwm Taf Morgannwg Board further to clause 17.4 and shall put forward such amendments and variations to this Agreement and the associated governance arrangements between the JCC and CTMUHB as they may consider appropriate. At this point given CTMUHB is directed to host the

JCC by Welsh Ministers, the Welsh Government should also be advised of this.

17.6 The Cwm Taf Morgannwg Board shall consider the recommendations made further to clause 17.5 and may recommend to the JCC and the Chief Executive of CTMUHB that this Agreement and the associated governance arrangements are amended accordingly.

**SIGNED under hand and delivered the XX 2024.**

SIGNED and DELIVERED

by

**Cwm Taf Morgannwg University Local Health Board**

acting by

.....

**[Paul Mears]**

Chief Executive

SIGNED and DELIVERED

by **Aneurin Bevan University Local Health Board**

acting by

.....

**[ Nicola Prygodzicz ]**

Chief Executive

SIGNED and DELIVERED

by **Betsi Cadwaladr University Local Health Board**

acting by

.....

**[Carol Shillabeer]**

Chief Executive

SIGNED and DELIVERED

by **Cardiff and Vale University Local Health Board**

acting by

.....

**[Suzanne Rankin]**

Chief Executive

SIGNED and DELIVERED  
by **Hywel Dda University Local Health Board**  
acting by

.....  
**[Phil Kloer]**  
Interim Chief Executive

SIGNED and DELIVERED  
by **Powys Teaching Local Health Board**  
acting by

.....  
**[Hayley Thomas]**  
Chief Executive

SIGNED and DELIVERED  
by **Swansea Bay University Local Health Board**  
acting by

.....  
**[Richard Evans]**  
Interim Chief Executive



## **APPENDIX A**

### **Role of the Joint Commissioning Committee (JCC)** (refer to Standing Order 2.20):

The role of the JCC is to:

- Determine a long-term strategy for the commissioning of services delegated to the JCC
  - Produce an Integrated Medium-Term Plan which describes how these services will be delivered on behalf of LHBs through clear 'commissioning intentions' which informs and complements the LHBs Integrated Medium-Term Plans (IMTPs)
  - In commissioning services, the JCC will act in accordance with the Directions and Scheme of Delegation of the health boards and will, for the relevant functions:
    - Identify and evaluate existing, new and emerging services and treatments and advise on the way in which these services should be delivered
    - Develop policies for the equitable access to safe and sustainable, high quality health care services across Wales for those services which fall within the scope of the JCC
    - Determine annually those services that should be commissioned on a regional or national basis
    - Determine the appropriate level of funding for the commissioning of directed and delegated services at a regional or national level and determine the contribution from each LHBs for those services (which will include the running costs of the JCC and the Joint Commissioning Team) in accordance with any specific directions set by the Welsh Ministers
    - Secure the provision of services delegated at a regional and national level including those to be delivered by providers outside of Wales
- Ensure the JCC operates within an appropriate governance framework

From the Standing Orders (2.20)

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## APPENDIX B

### EMPLOYMENT OF STAFF

#### Identified human resources services to be provided by Cwm Taf Morgannwg University Health Board

<b>Service</b>	<b>Description</b>
<i>Recruitment and Selection</i>	<ul style="list-style-type: none"><li>• To provide a comprehensive recruitment and selection service which complies with employment legislation and standards of good practice as directed by the Welsh Government.</li></ul>
<i>Employee Relations</i>	<ul style="list-style-type: none"><li>• To provide support to the Joint Commissioning Team (JCCT) in the management of sensitive issues relating to all employment policies including discipline, grievance, collective disputes, performance and capability, allegations of bullying and harassment whistle blowing and sickness absence etc.</li></ul>
<i>Policy Development</i>	<ul style="list-style-type: none"><li>• To develop, implement and advise on employment policies and procedures which comply with employment legislation and NHS guidance; and</li><li>• To provide training to JCCT Managers in the interpretation and use of policies and procedures.</li></ul>
<i>Remuneration and Payroll</i>	<ul style="list-style-type: none"><li>• To provide advice on pay and associated terms and conditions of employment;</li><li>• To provide a comprehensive payroll service; and</li><li>• To undertake the matching and evaluation of all new and revised roles, including and re-banding which may be necessary. Ensure that Welsh Government is advised of any roles which require evaluation under Executive and Senior Pay arrangements and any approved roles at that level go through the Host Body Remuneration Committee processes.</li></ul>
<i>Training and Organisational Development</i>	<ul style="list-style-type: none"><li>• To provide appropriate training and development to members of the JCC and JCCT</li></ul>

<i>HR administration</i>	<ul style="list-style-type: none"> <li>To maintain securely employment records for Chair, Lay Members and JCCT and provide accurate workforce data and information as required.</li> </ul>
<i>Well-Being and Occupational Health</i>	<ul style="list-style-type: none"> <li>To provide a comprehensive well-being and Occupational Health service to members of the JCCT</li> </ul>

## **APPENDIX C**

### **3.1 Procedures for Tenders & Procurement**

<b>Service</b>	<b>Description</b>
Procurement (Tendering and ordering goods and services)	<ul style="list-style-type: none"> <li>Tendering for goods &amp; services in accordance with SOs and SFIs</li> <li>Entering into procurement contracts and Agreements</li> <li>Raise orders for properly approved requisitions</li> </ul>
Creditor Payments (Payment of suppliers, contractors and service providers) JCC Finance Team	<ul style="list-style-type: none"> <li>Pay all duly authorised invoices</li> <li>Deal with supplier queries etc.</li> <li>Provide management information on payment performance in accordance with WG requirements</li> </ul>
Systems maintenance and administration (ORACLE)	<ul style="list-style-type: none"> <li>Process feeders into JCC ledgers and maintain financial management system</li> <li>Maintain passwords and hierarchies (cost centre and approval)</li> <li>Oracle training as and when required including external training if required</li> <li>Access to help desk facility</li> <li>Undertake testing of upgrades</li> <li>Liaise with Oracle Central Team and All Wales groups</li> </ul>
Accounting Services (bank accounts, annual accounts consolidation, VAT) JCC Finance Team	<ul style="list-style-type: none"> <li>Provision of bank accounts and petty cash facilities</li> <li>Consolidation of Annual Accounts and other returns as required by WG</li> <li>Provide VAT advice and consolidate VAT returns, including access to contracted out VAT advisory services</li> <li>Payment of Tax, National Insurance and Superannuation to appropriate authorities</li> <li>Reconciliation of all accounts due against the payroll system</li> </ul>
Financial Governance (internal and external)	<ul style="list-style-type: none"> <li>Responsible for the securing of internal audit service via external contract</li> </ul>

audit, counter fraud,  
audit committee) JCC  
Finance Team

- Access to Local Counter Fraud Specialist
- Advice on financial procedures and other issues of governance
- Ensure appropriate external audit provision in place.

### 3.2 Estates, Facilities and IT Support

Service	Description
Estates Maintenance	<ul style="list-style-type: none"> <li>• To provide an efficient service in response to all aspects of estates maintenance in the running of the JCC offices.</li> </ul>
Fire Safety	<ul style="list-style-type: none"> <li>• To provide professional advice and support in relation to all aspects of Fire Safety ensuring compliance with legislation and guidance issued by the Welsh Government; and</li> <li>• To provide appropriate training to the Chair and Lay members of the JCC and officers who comprise the JCCT.</li> </ul>
Health and Safety	<ul style="list-style-type: none"> <li>• To provide a Health and Safety Policy statement as and when required. The Policy must comply with the requirements of the Health and Safety at Work Act. All other relevant rules and regulations must be observed at all times;</li> <li>• To be responsible for the testing, where appropriate, labelling and recording of all portable appliances in their ownership under the Electricity at Work Act 1989;</li> <li>• To provide advice and support on the operational delivery of health and safety arrangements in the JCC offices in accordance with CTMUHB policies and procedures; and</li> <li>• To provide appropriate training to the Chair and Lay members of the JCC and officers who comprise the JCCT.</li> </ul>
IT Support	<ul style="list-style-type: none"> <li>• To provide a comprehensive IT support service including :               <ul style="list-style-type: none"> <li>○ User registration;</li> <li>○ Resolution of faults reporting via the Helpdesk</li> <li>○ Purchase and set up new IT equipment;</li> <li>○ Supply of printing consumables</li> </ul> </li> <li>• To provide support in relation to the management of files and databases;</li> <li>• To ensure the secure storage of data, back up, restore and recovery</li> </ul>

### 3.3 Others

<b>Service</b>	<b>Description</b>
Communications (including internet and intranet)	<ul style="list-style-type: none"> <li>• To provide some communications support on a range of activities to the JCC in addition to the JCC's own communications service.</li> </ul>
Corporate Support	<ul style="list-style-type: none"> <li>• To provide access to the Director of Corporate Governance and Board Secretary for advice and support on Corporate Governance matters as required.</li> <li>• To co-ordinate the Audit and Risk Committee, and Remuneration and Terms of Service Committee agenda and papers, circulate and take minutes of the meetings.</li> <li>• To provide access to the range of groups and committees including Information Governance Group, Equality Forum etc.</li> </ul>
Welsh Language	<ul style="list-style-type: none"> <li>• Offer advice and information about the Welsh Language</li> <li>• Promote and encourage the use of Welsh within the workplace</li> <li>• Encourage the use of bilingual aids within the workplace such as signage, stationery etc.</li> <li>• Provide Welsh Language taster lessons for staff</li> <li>• Give bilingual front-line telephone training</li> <li>• Translate small in-house, day-to-day, translations</li> <li>• Help co-ordinate the translation of larger documents</li> <li>• Attend public meetings to provide a Welsh Language service for Welsh speakers.</li> </ul>
Equality, Diversity and Inclusion	<ul style="list-style-type: none"> <li>• To provide advice and information to the JCC and JCCT;</li> <li>• To develop a work plan and meet quarterly to review progress against the plan;</li> </ul>

	<ul style="list-style-type: none"> <li>• To ensure that relevant training is provided to the members of the JCC and JCCT in relation to awareness raising and impact assessment;</li> <li>• To provide an assurance mechanism on behalf of the LHBs that robust processes are in place to meet the Equality and Diversity agenda</li> </ul>
Risk Management	<ul style="list-style-type: none"> <li>• To work with the Committee Secretary to provide advice and information on all areas of Risk Management to the JCC/JCCT;</li> <li>• To support the development of a Risk Assurance Framework for the JCC</li> <li>• To provide support (structure and advice) for the use of DATIX to facilitate the management of risk within the JCCT</li> <li>• To develop a work plan and meet quarterly to review progress against the plan</li> </ul>
Concerns	<ul style="list-style-type: none"> <li>• To provide training and awareness for all staff in relation to the management of concerns;</li> <li>• To provide advice and support in relation to the concerns process;</li> <li>• To provide support (structure and advice) for the use of DATIX to facilitate the management of concerns within the JCCT.</li> <li>• To be responsible for all claims relating to staff and services commissioned which relate to CTMUHB Residents</li> </ul>
Information Governance	<ul style="list-style-type: none"> <li>• To provide timely advice to all information governance related enquires;</li> <li>• To process requests made under the Freedom of Information and Data Protection Acts;</li> <li>• To provide training and awareness for all staff in all areas of Information Governance</li> </ul>

## **APPENDIX D**

### **Accountability Arrangements**

1. The NHS Wales Joint Commissioning Committee (Wales) Directions 2024 state that the LHBs will jointly exercise the Delegated Functions from 1 April 2024.  
<https://www.legislation.gov.uk/wsi/2024/135/contents/made>
2. This means that the Delegated Functions are those of the individual constituent LHBs and not CTMUHB.
3. The Directions state that CTMUHB will exercise its functions so as to provide administrative support for the running of the JCC and establish the JCCT.
4. The membership of the JCC consists of the Chief Executives of the seven LHBs or their nominated representative, the Chair and not more than five non-officer (lay) members who are appointed by the Cabinet Secretary for Health and Social Care. In addition the Chief Commissioner will be an Associate Member of the JCC.
5. The Chair is directly accountable to the Cabinet Secretary for Health and Social Care at Welsh Government
6. As per point 4, the Chief Commissioner will attend meetings as an Associate Member of the JCC and will have such responsibilities as may be prescribed by the JCC.
7. The Chief Commissioner is accountable to the Committee Chair in relation to discharging the role and functions delegated by the JCC on behalf of the seven LHBs to the JCC for the planning, securing and commissioning of relevant services.
8. The Chief Commissioner will have a relationship with the Chief Executive Officers and Executive Teams of the seven LHBs in respect of the role and functions delegated to the JCCT by the JCC on behalf of the seven LHBs.
9. As an employee of CTMUHB the Chief Commissioner will be accountable to the Chief Executive of CTMUHB in respect of the responsibilities delegated to the Chief Commissioner set within the Hosting Agreement in this regard, CTMUHB CEO will inform the



annual performance review of the Chief Commissioner undertaken by the Committee Chair.

10. In respect of the effective management and controls of finances and resources, as delegated by the seven LHBs, the Chief Commissioner will be accountable to the Director General/NHS Wales Chief Executive for propriety and regularity. Further detail on this accountability relationship is set out in an Accountable Officer Memorandum and an Interface Agreement between the Chief Commissioner and the Chief Executive of the Host Body.
11. The Chief Executive of CTMUHB is only accountable to the Director General and Chief Executive of the NHS in Wales in so far as the functions relate to administrative support.
12. The Chief Executives of the Constituent LHBs are individually accountable to the Director General and Chief Executive of the NHS in Wales.
13. The Director of Finance for CTMUHB is only accountable to the Director of Finance for the NHS in Wales insofar as their functions relate to administrative support.
14. JCCT Tier 2 roles will be accountable to the Chief Commissioner (Tier 1 Director) for their performance as an employee of the Host Body and a member of the JCCT.
15. Tier 2 roles, which have regulated professional accountabilities, will be professionally accountable to the relevant CTMUHB Executive Director.
16. The governance and issues relating to the hosting of the JCC will be incorporated into the standard business of the existing Host Body's Audit Committee. The assurance for the governance and issues relating to the hosting of the JCC will be to the Host Body's Board.
17. Issues relating to the functions of the JCC delegated from the seven LHBs will be fed into a separate Host Body Audit Committee for the JCC specifically, operating within its own work cycle as required. The assurance for this will be to the seven LHBs.

