

WELSH HEALTH CIRCULAR



Llywodraeth Cynulliad Cymru
Welsh Assembly Government

Parc Cathays
Caerdydd CF10 3NQ

Cathays Park
Cardiff CF10 3NQ

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Title: GOVERNANCE ARRANGEMENTS FOR CLINICAL SESSIONS PROVIDED BY VISITING CONSULTANTS

For Action by: NHS Trust Chief Executives,
LHB Chief Executives, HCW Chief Executive

Action required See *paragraphs 4.1, 4.2 and 4.3*

For Information to: See attached list

Sender: Director, Service Delivery and Performance Management

National Assembly contact(s) : Martyn Rees, Performance Management Policy Development, Waiting Times and Emergency Care Branch, Welsh Assembly Government, Cathays Park Cardiff CF10 3NQ. E-mail: Martyn.Rees@wales.gsi.gov.uk, Telephone: (029) 2080 1171.

Enclosure(s): National Model Service Level Agreement at Appendix 1. Exemplar at Appendix 2.

Tel: 029 20825111 GTN: 1208

Llinell union/Direct line: 029 20

Ffacs/Fax: 029 20M

inicom: 029 20823280

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1. SUMMARY

1.1 This circular makes the requirement to have a Service Level Agreement in place for all consultant led sessions provided in Wales by two or more separate organisations. It introduces a national model for Service Level Agreements (SLAs) for use in the accountability process between Local Health Boards (LHBs), Health Commission Wales (HCW) and NHS Trusts.

1.2 The introduction of a national model SLA supports the development of a more comprehensive governance framework in Wales and improves the consistency and rigour attached to contractual agreements between organisations within the health community. The model SLA will clarify accountabilities and ensure that organisations deliver their commitments both in terms of contractual arrangements and the management of service delivery.

1.3 For all existing sessions presently provided by visiting consultants, agreements on performance management and reporting accountabilities should be formalised by the end of April 2008. Work on achieving agreements on all other aspects of governance required to establish comprehensive SLAs should be expeditiously brought to a conclusion.

2. BACKGROUND

2.1 Many clinical services in Wales are presently provided on an outreach basis, where the employing organisation of the clinician providing the service is different from the organisation that hosts the service.

2.2 Service Level Agreements between the host and employer organisation are critical to the success of these services being delivered in an assured and effective manner and to organisations delivering their commitments.

2.3 The effective management of these services has been hindered in the past by a lack of clarity and agreement on these responsibilities, by protracted disputes over 'agreed' activity levels and where accountabilities lie for standards and targets that have not been achieved.

2.4 Presently there is no guidance on the defined responsibilities that should be agreed between the host and employer organisations for these services.

2.5 Variable standards in the current governance arrangements were identified in the recent audit of governance arrangements for all clinics provided by visiting consultants in Wales. This audit demonstrated that while there are some appropriate agreements in operation, in many cases communities have no written agreement in place and operate with differing interpretations of the accountabilities held by the parties involved.

2.6 Consequently, there are significant disputes between LHBs, HCW and Trusts over the management and delivery of these services that has resulted in the service provided to patients being sub optimal.

2.7 The development of a more streamlined and effective approach to the management of service accountabilities across Wales may require a line to be drawn under many of the current disputes, and a fresh baseline agreed.

3. INTRODUCING A NATIONAL MODEL SLA FOR WALES

3.1 The national model SLA has been developed by the Welsh Assembly Government as a model of good practice, and is attached in summary version in Appendix 1 along with an exemplar in Appendix 2. These documents are intended to provide organisations with a robust platform for the development of SLAs through which good governance can be assured and a joint commitment to constructive collaborative working achieved.

3.2 The model is not intended to be prescriptive but it should form the basis of all SLAs between LHBs, HCW and Trusts for any future consultant provided sessions established on an outreach basis. It is recognised that local circumstances may require the model to be tailored or extended to meet individual requirements. While such an approach is acceptable, any model used must adequately document the agreement on all the accountabilities set out in the national model SLA.

4. ACTION REQUIRED AND TIMESCALES

4.1 LHBs, HCW and NHS Trusts are required to have in place documented agreements on the performance management and reporting responsibilities for consultant provided sessions for which they are the host or employing organisation by the end of April 2008.

4.2 LHBs, HCW and NHS Trusts are required to put in place documented SLAs for all consultant provided services provided on an outreach basis.

4.3 Regional Offices will be responsible for performance managing the progress made by organisations in delivering the requirements of this Welsh Health Circular.

5. QUERIES AND CORRESPONDENCE

5.1 An electronic copy of this circular can be found on the HOWIS website:
<http://howis.wales.nhs.uk/>

5.2 Queries in relation to the contents of this circular should be directed to:
Martyn Rees
Performance Management Policy Development, Waiting Times and
Emergency Care Branch
Welsh Assembly Government
Cathays Park
Cardiff
CF10 3NQ
Martyn.Rees@wales.gsi.gov.uk or telephone (029) 20 801171

APPENDIX A: Summary of Service Level Agreement

1. Parties to the agreement	Identifies the organisation responsible for the premises and facilities to be used & the organisation responsible for employing the clinician(s)
2. Purpose of the Agreement	Introductory sentence identifying purpose of the Agreement
3. Length of Agreement	Details period between which the SLA is valid and the notice periods required for amendments / cancellations to be made
4. Specification of Service	
Service Specialty	Identifies the specialty of the service
Description & Service Model	Identifies the nature of the service being delivered, the operating philosophy and the grade of staff providing the service
Site of clinic	Identifies the location(s) where the service will operate from
Scheduling arrangements	Details the day, time, duration & frequency as to when the session will be held
Available facilities	Details the facilities, rooms etc that should be provided
Environment of care	Details the minimum standard of hygiene, upkeep and décor in which the facilities to be used should be kept
Equipment, Medical Gases & Consumables	Details who will be responsible for providing and paying for the equipment and consumables required to provide the service and regulations under which they will be provided.
Access to diagnostics/pathology	Details type, quantity and accessibility to diagnostics and pathology services & methods that should be used to do so
Pharmacy and prescribing arrangements	Details arrangements for prescribing and patients getting their prescriptions.
Clinical and Administrative staff to support service	Details the quantity and type of support that the service will receive and the organisation responsible for providing and managing the staff
Administrative arrangements	Details organisational responsibilities for arranging and booking clinical sessions and undertaking of patient related admin, plus periods of notice that should be provided for operational variances (e.g leave / equipment servicing etc).
Arrangement for management of Medical Records	Details organisational responsibilities in respect of updating Patient Administration Systems, providing and updating patient's medical records etc
Contractual arrangements for the visiting clinician(s)	Details how the clinician will be contracted and paid to provide the service & whether honorary contracts will be offered.
Arrangements for provision of future stages of the pathway	Details the agreement on where and by whom the future management of patients should be provided
Arrangements for the emergency transfer or treatment of a patient	Details the agreement on where and by whom any immediate treatment or care will be provided

Notice periods for operational issues	Details the arrangements for notifying the other organisation as to leave and routine maintenance arrangements
5. Quality, Governance, Training & Education	
Clinical, technical & professional competences	Identifies the arrangements for ensuring that all members of staff involved in providing the service a) receive the proper training (including professional, skills and mandatory training) & b) comply with defined operating policies, protocols & risk manag
Patient satisfaction	Details organisational responsibilities in managing issues related to patient satisfaction
Infection Control	Details responsibilities in respect of infection control
Clinical governance arrangements	Identifies organisational responsibilities for managing clinical governance issues
Research Governance	States the requirement for research to comply with the Research Governance Framework
Integrated Governance	Identifies the requirement for all areas of governance agreed within this SLA to be compatible with each other and the policies of the two organisations providing the service.
6. Financial & Management Accountabilities	
National reporting requirements and information flows	Identifies which administration system(s) is to be used, the organisation responsible for submitting the mandated waiting list returns for the service and the organisation responsible for submitting the mandated activity returns for the service
Waiting list management (including achieving national (AOF) targets)	Identifies the organisation responsible for managing the delivery of relevant national targets and ensuring the service operates efficiently and effectively. Also details responsibilities of the other organisation in supporting this objective
Activity	Identifies the volume of activity or the number of sessions that should be delivered over a definitive period.
Financial details	Provides a financial breakdown of the value of the SLA, the mechanism for payment & how any variance from the SLA and actions required to deliver national targets will be managed both financially
Performance management	Details the inter-organisational process for managing the performance of the service
7. Disputes and arbitration	
	Identifies how any inter-organisational difficulties or disputes relating to the service should be managed
8. Indemity	
	Identifies the organisation responsible for any liabilities that arise in the course of providing the service
9. Confidentiality	
	Statement on the need to maintain confidences
10. Authorised Officers	
	Identification of authorised officers and signatures to the agreement

SERVICE LEVEL AGREEMENT

BETWEEN

<<*NAME OF*>> NHS TRUST

AND

<<*NAME OF*>> NHS TRUST

FOR THE PROVISION OF
CARDIAC SERVICES

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**SERVICE LEVEL AGREEMENT BETWEEN <<NAME OF>> NHS TRUST &
<<NAME OF>> NHS TRUST
FOR THE PROVISION OF CARDIAC SERVICES**

1. PARTIES TO THE AGREEMENT

This service agreement is between <<NAME OF>> NHS Trust, the organisation procuring clinician time / facilities, and <<NAME OF>> NHS Trust, the organisation providing the visiting clinician(s) / facilities for the provision of Cardiology and Cardiac physiology services.

2. PURPOSE OF THE AGREEMENT

This agreement sets out the responsibilities, terms and conditions of both organisations in providing this service

3. LENGTH OF AGREEMENT

This Agreement will run from the DD-*MMM*-YY until notice is given by either party that they wish to amend or terminate this Agreement.

Either party must give the nominated officer of the other party, as identified in section 10, and the commissioner of the service 6 months notice in writing of their intention to amend or terminate this Agreement.

This Agreement supersedes all prior arrangements relating to the services between the two parties and may only be varied in writing signed by the authorised signatory of this contract.

4. SPECIFICATION OF SERVICE

This agreement is for the provision of the following service:

Specialty(ies):	Cardiology & Cardiac Physiology
Description & Service Model	<p>The service will provide New and Follow Up Cardiology outpatient consultations and any ECGs, ambulatory monitors, TTEs and ETTs that are required in the course of the consultation operating to a one stop model, whereby all patients receive the physiological measures detailed above during the course of the outpatient session.</p> <p>The visiting clinician(s) will also be expected to provide professional support and advice for the management of care for some inpatients.</p>
Site	Cardiology outpatient suite, <<Name of>> Hospital
Facilities to be provided	<p><<NAME OF>> NHS Trust will provide the following clinical facilities:</p> <ul style="list-style-type: none">3 outpatient consulting rooms1 consulting room suitable for undertaking TTEs and equipped with a TTE machine1 consulting room suitable for undertaking ETTs and equipped with a tread mill plus ECG

	<p>2 Ambulatory Monitors 1 ECG machine</p>
Scheduling arrangements	<p>The outpatient clinic will take place every Tuesday morning. The first patient will be booked to attend at 08:45 with the intention being that the clinic will finish by 12:30.</p>
Environment of care	<p><<NAME OF>> NHS Trust shall provide the services in each of the nominated facilities and shall ensure that each of the facilities shall at all times be fit for its purpose of providing services and be compliant with the Health Inspectorate Wales / Healthcare Commission registration requirements.</p>
Equipment, Medical Gases And Consumables	<p><<NAME OF>> NHS Trust shall provide at its own cost, all key equipment, medical gases, medicines, medical equipment and supplies, consumables and other items necessary to provide the services in accordance with and in compliance with:</p> <ul style="list-style-type: none"> i) the requirements of Statutory and Common Law; ii) the necessary Consents; iii) NHS Requirements
Access to diagnostics/pathology	<p><<NAME OF>> NHS Trust will be responsible for providing all related pathology and radiology tests required by patients accessing the service. This will include the review and actioning of test results between scheduled visits or in time for the next stage of the pathway where this is clinically appropriate.</p> <p>All such test required should be ordered using the <<NAME OF>> NHS Trust pathology and/or radiology systems.</p> <p>The visiting clinician(s) will justify and clinically prioritise all requests required and classify into urgent or routine appointments.</p>
Pharmacy and prescribing arrangements	<p>FP10 prescriptions issued by <<NAME OF>> NHS Trust will be used.</p>
Clinical and Administrative staff to support service	<p><<NAME OF>> NHS Trust will be responsible for providing and employing the necessary clinical and administrative staff to support this service.</p>
Administrative arrangements	<p><<NAME OF>> NHS Trust will be responsible for all aspects of the administration of this service including the booking of clinics and the typing and recording of all patient related administration.</p> <p>The turnaround time for typing and actioning clinic notes will not exceed 5 working days.</p>
Arrangement for management of Medical Records	<p>Information will be recorded on <<NAME OF>> NHS Trust's PAS and in the patient's case notes held by <<NAME OF>> NHS Trust.</p>

Where required the relevant notes relating to this service will be made available to <<NAME OF>> NHS Trust in a timely fashion as required.

Contractual arrangements for the visiting clinician(s)

Honorary contracts will be provided by <<NAME OF>> NHS Trust to the visiting clinicians.

Arrangements for provision of future stages of the pathway

Where available, any further diagnostic tests, treatment or other specialist care (e.g. other specialty) that is required, should be provided by the host organisation, <<NAME OF>> NHS Trust or local primary / community care services within the time frame stipulated by the relevant commissioner.

Where this is not possible, patients should be referred to the following organisations for their care:

Ongoing Cardiology Management: <<NAME OF>> NHS Trust

<<List of exceptions to <<NAME OF>> NHS Trust>>
e.g. Cardiac Surgery & Renal Medicine: <<NAME OF>> NHS Trust

Notice periods for operational issues

Both parties will provide a minimum of six weeks notice of any operational matters which require change or cancellations of the service, wherever possible. This includes where the routine maintenance of equipment is required and where staff are to take leave.

5. QUALITY, GOVERNANCE, TRAINING AND EDUCATION

The service will be provided to the standards detailed in the Long Term Agreement agreed with the commissioner of the service, with the following minimum quality standards maintained.

5.1 CLINICAL, TECHNICAL AND PROFESSIONAL COMPETENCES.

Both <<NAME OF>> NHS Trust & <<NAME OF>> NHS Trust will have policies, procedures and systems as appropriate to assure the standards of clinical, technical and professional competences of staff that they employ. This will include:

- i) Employment of appropriately qualified staff
- ii) Adequate levels of staffing and skill mix
- iii) Compliance with statutory and other national requirements
- iv) Compliance with professional standards e.g. participation in Quality Assurance and Accreditation schemes and child protection.

5.2 PATIENT SATISFACTION

<<NAME OF>> NHS Trust will have documented policies, procedures and systems in place to; and responsibility for; assessing patient satisfaction including:

- i) Periodical reviewing both professional and administrative aspects of the service.
- ii) Confidentiality

- iii) Investigation of any complaints

5.3 INFECTION CONTROL

The service will comply with <<NAME OF>> NHS Trust's policies and procedures for infection control, including the Trust's requirements for MRSA testing.

Immediate access to occupational health services will be provided by <<NAME OF>> NHS Trust for all needle stick injuries.

5.4 CLINICAL GOVERNANCE ARRANGEMENTS

The service will comply with <<NAME OF>> NHS Trust's policies and procedures in respect of the following matters:

- a) Clinical Governance
- b) European Working Time Directive
- c) Annual Leave
- d) Audit
- e) Welsh Risk Pool management standards

<<NAME OF>> NHS Trust and the visiting clinician(s) will be responsible for the undertaking of overall clinical outcome audits and will ensure / actively participate in any Audits or Audits process being undertaken relevant to the service provided with the <<NAME OF>> NHS Trust

All clinical incidents will be reported and managed in accordance with the policies and protocols of <<NAME OF>> NHS Trust. A copy of all incident reports associated with the service will be given to <<NAME OF>> NHS Trust within 24 hours of completion. Wherever necessary both organisations will be responsible for undertaking the necessary actions required to avoid future occurrence of the incident reported.

6. FINANCIAL & MANAGEMENT ACCOUNTABILITIES

6.1 NATIONAL REPORTING REQUIREMENTS & INFORMATION FLOWS

The system will be administered using <<NAME OF>> NHS Trust's Patient Administration System.

<<NAME OF>> NHS Trust will be responsible for the accurate and timely reporting of all mandated information requirements including PP01A & PP01W returns, in accordance with the reporting requirements detailed in the LTA held with the commissioner of the service.

<<NAME OF>> NHS Trust will provide <<NAME OF>> NHS Trust & <<NAME OF>> Local Health Board / HCW as the commissioner(s) of the service with information relating to this service as and when requested or required.

6.2 WAITING LIST MANAGEMENT

Management of the waiting list for the service and ownership of activity is the responsibility of <<NAME OF>> NHS Trust and will be reported accordingly. As

such <<NAME OF>> NHS Trust will be responsible for delivery and management of the associated Long Term Agreement held with the commissioner(s) of this service.

Patients will be booked according to the <<NAME OF>> NHS Trust waiting list policy, with <<NAME OF>> NHS Trust responsible for the management of patient cancellations and non attendances. Appointment dates that have been agreed with the patient may only be cancelled under exceptional circumstances.

Visiting clinicians will be responsible for the clinical prioritisation of the referral and will agree with <<NAME OF>> NHS Trust the timescale in which urgent patients should be seen.

Clinic Templates setting out the volume of activity that is expected to be booked and provided are detailed in this agreement. Any amendment to these will require the agreement of both parties.

Visiting clinicians and managers at <<NAME OF>> NHS Trust will work closely with <<NAME OF>> NHS Trust's patient services staff and managers to ensure that national (NHS Wales) and clinical standards and targets are achieved and delivered with the minimum expense.

6.3 ACTIVITY

The agreed level of activity for services during the period of 1st APRIL 2008 to 31st MARCH 2009 and on an annual basis thereafter is as follows:

Clinics per year	42 weekly clinics of 3.75 hours. This is exclusive of time required for patient related administration
New Outpatient template	10 patients per clinic
Follow-Up O/P template	As required to provide clinically responsive and safe services
ECGs	As required
TTEs	Sufficient to meet demand and provide a one-stop service model in each of the 42 weeks that the clinic is held.
ETTs	Sufficient to meet demand and provide a one-stop service model in each of the 42 weeks that the clinic is held.
Ambulatory Monitors	Sufficient to meet demand and provide a one-stop service model in each of the 42 weeks that the clinic is held.
Inpatient consultations	84 per annum

6.4 FINANCIAL DETAILS

The annual value of this SLA between <<NAME OF>> NHS Trust and the <<NAME OF>> NHS Trust will be £NOP in 2007/8.

<<NAME OF>> NHS Trust will submit an annual invoice at the end of the financial year to which the invoice refers. <<NAME OF>> NHS Trust will prepare an invoice containing sufficient detail to reflect the content of the SLA. The invoice will itemise and identify separate charges for each main service element as specified in the SLA.

Any indicative activity contained in the SLA will be based on the actual activity for the preceding year (in this case) 2006/2007. The value of the SLA will be uplifted annually in line with All Wales or other such agreements made in recognition of pay and prices inflation subject to satisfactory performance and agreements with the <<identify nominated representative of the commissioning organisation>>. Appendix 2 sets out the financial detail of the arrangements.

Where there is variance from the contracted levels of activity, these will be managed at year end as follows:

No. of sessions undertaken varies by 1 or 2 sessions	+/- £QRS per session will be paid or replacement sessions agreed
No. of sessions undertaken varies by >2 sessions	+/- 1.5 times £QRS will be paid or replacement sessions agreed
No. of inpatient consultations is greater than 84 p.a	£T per additional consult will be paid

6.5 PERFORMANCE MONITORING

Six-monthly (or more frequently if considered necessary) monitoring meetings will be held to discuss activity and any clinical issues/changes. These will be held in early February, and October of each year. The principal points of contact for contract issues are as set out below:

<<NAME OF>> NHS Trust <<Name>> <<Relevant role or position held>> <<Address>> <<Tel. no.>> <<E-mail>>	<<NAME OF>> NHS Trust <<Name>> <<Relevant role or position held>> <<Address>> <<Tel. no.>> <<E-mail>>
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7 DISPUTES AND ARBITRATION

Where a dispute arises between the parties which cannot be resolved by negotiation between the nominated individuals in section 6.5 above, the matter shall be referred to the Directors of Finance for consideration in the first instance.

Where a process of external arbitration is required this should be provided by the relevant Regional Office(s).

8 INDEMNITY

<<NAME OF>> NHS Trust shall be liable for acting and shall indemnify the visiting clinicians against any loss, liability, claim or proceedings whatsoever arising under statute or at common law in respect of error, omission or negligence by the visiting clinicians.

9 CONFIDENTIALITY

Both parties shall ensure that all material of a confidential nature that they exchange shall not be divulged to any unauthorised person or persons.

10 AUTHORISED OFFICERS

The following officers are nominated to act as points of contact in relation to the negotiation, monitoring and review of this Agreement:-

For <<NAME OF>> NHS Trust:	For <<NAME OF>> NHS Trust:
<<Name & Position held in organisation>>	<<Name & Position held in organisation>>

Signed: _____ **Signed:** _____

Date: _____ **Date:** _____