Imperial College Healthcare NHS
NHS Trust

TRUST BOARD AGENDA – PUBLIC
27 January 2016
11.45 – 13.00
New Boardroom, Charing Cross Hospital

Agenda Number		Presenter	Timing	Paper
1	**Administrative Matters**			
1.1	Chairman's opening remarks & apologies	Chairman	11.45	Oral
1.2	Board member's declarations of interests	Chairman		1
1.3	Minutes of the meeting held on 25 Nov 2015	Chairman		2
1.4	Record of items discussed at Part II board meeting 25 Nov 2015	Chairman		3
1.5	Action Log	Chairman		4
2	**Operational items**			
2.1	Patient story	Director of nursing	11.50	5
2.2	Chief Executive's report	Chief executive		6
2.3	Operational report & scorecard	Chief ops officer		7
2.4	Finance report	Chief financial officer		8
3	**Items for decision or approval**			
3.1	ICHT Charity - move to independence	Chief executive	12.20	9
3.3	AHSC – revised joint working agreement	AHSC director		10
3.4	NHS TDA self-certifications – Nov/Dec 2015	Trust co secretary		11
4	**Items for discussion**			
4.1	Improving the quality of care – CQC update report	Director of nursing	12.35	12
4.2	Emergency preparedness	Chief ops officer		11
5	**Board committee reports**			
5.1	Audit, Risk & Governance Committee – Part I minutes (2 Oct) and report (2 December)	Committee chair	12.45	14
5.2	Quality committee report (13 January)	Committee chair		15
5.3	Finance and investment committee report (20 Jan)	Committee chair		Verbal
5.4	Redevelopment Committee report (2 Dec 2015 & 26 January 2016)	Committee chair		16 & verbal
6	**Items for information**			
7	**Any other business**			
8	**Questions from the Public relating to agenda items**			
			12.55	
9	**Date of next meeting**			
	6 April 2016, Clarence Wing Boardroom, St Mary's Hospital			

Imperial College Healthcare NHS Trust

MINUTES OF THE TRUST BOARD MEETING IN PUBLIC

Wednesday 25 November 2015
11.30 – 13.00
W12 Conference Centre, Hammersmith Hospital

Present:	
Sir Richard Sykes	Chairman
Dr Rodney Eastwood	Non-executive director
Jeremy Isaacs	Non-executive director
Professor Sir Anthony Newman Taylor	Non-executive director
Dr Andreas Raffel	Non-executive director
Dr Tracey Batten	Chief executive
Richard Alexander	Chief financial officer
Prof Chris Harrison	Medical director
Steve McManus	Chief operating officer
Prof Janice Sigsworth	Director of nursing
In attendance:	
Jan Aps	Trust company secretary (minutes)
Michelle Dixon	Director of communications
Kevin Jarrold	Chief information officer
David Wells	Director of people and organisational development
Prof Jonathan Weber	Vice Dean of the Faculty of Medicine (Research), Imperial College (for Gavin Screaton, Dean of the Faculty)
Ian Lush	Chief executive, ICH Charity
Rachel Davies	Web manager (item 4.4 only)

1	**General business**	**Action**
1.1	**Chairman's opening remarks and apologies** The chairman welcomed members to the meeting, Apologies for absence had been received from Sir Gerald Acher and Sarika Patel.	
1.2	**Board members' declarations of interest and conflicts of interest** There were no additional conflicts of interests declared at the meeting.	
1.3	**Minutes of the meeting held on 30 September 2015** The minutes were agreed as an accurate record.	
1.4	**Record of items discussed at Part II board meeting 30 September** The report was noted.	
1.5	**Matters arising and action log** Dr Batten noted that all items were either completed or were on future agendas. The Trust board noted the updates to the action log.	
2	**Operational items**	
2.1	**Patient story** The chairman welcomed Glenda Simpson, accompanied by Stephanie Harrison-White, to the meeting. She explained that, following a stem cell transplant and a three month inpatient stay, she had been a regular day care attender. Whilst she felt the staff to be caring and professional, she had observed a number of areas where she considered that the Trust could improve the facility for patients. Ms Simpson particularly noted that	

	patients, often in pain and with reduced mobility, felt vulnerable, especially those who came alone. She had observed patients become distressed and even leave without treatment due to lack of effective communication during delays. Key suggestions were: • Use of electronic signage to give confidence that arrival has been noted, and to give some idea of how long the wait could be • Increase resources to reduce the delay in return of blood tests and prescriptions • Use volunteers to welcome patients and provide explanation as to process and likely timings • Ensure sufficient seating is available for patients. The chairman thanked Glenda Simpson for her considered suggestions and for taking the time to share these with the board. Prof Sigsworth commented that some of these had already been taken forward, and all had been shared with the management of the unit. Steve McManus added that some of these ideas were generalisable across all areas, and noted that a pilot was exploring different approaches to patients' movement within outpatient areas. He also highlighted that the Charity was kindly funding £3m of improvement across outpatient areas focused on improving the patient experience. The Trust board noted the experience outlined in the patient story.	
2.2	**Chief executive's report** Dr Tracey Batten particularly highlighted the following items: • Financial position: at the end of October, the Trust was £9.3m behind its financial plan, related largely to shortfalls on income targets for both NHS and private patients. Actions were being developed to reduce costs by £3m per month, particularly focusing on vacancies and agency spend • Good cancer performance: in quarter two, all targets had been achieved, which reflected the hard work to achieve these, given few other peer trusts had achieved this performance • Implementation of Cerner electronic clinical documentation: introduction of a 'paperlite system' was progressing well, with St Mary's Hospital 100% complete, Hammersmith Hospital 50% complete and all sites planned for completion by April 2016. All monitoring devices being introduced would be able to interface with Cerner, and medical staff would be able to review patient records from anywhere across the sites • New executive member: David Wells was welcomed to his first Trust board meeting as Director of people and organisation development • Shaping a Healthier Future (SaHF): work continued to strengthen the business case before submission to NHS England and the Trust Development Agency, and to maximise efficiency opportunities across NW London • Cancer vanguard: the Trust is a partner in one of the cancer vanguard accountable clinical networks, which aims to transform the quality, efficiency and models of care for patients with cancer. The Trust board noted the chief executive's report.	
2.3	**Operational report & integrated performance scorecard** Steve McManus particularly highlighted that the safety and effectiveness indicators should give confidence to the Trust board; reported serious incidents were lower than the previous year, day and night safe staffing levels were above threshold; harm free care indicators were slightly better than peer trusts; readmission rates had improved slightly (4% to 3%); mortality rates continued to be among the lowest nationally. In response to a question from Sir Richard Sykes, Steve McManus noted that while readmissions may be acute or chronic, the patients often had chronic underlying conditions. The introduction of hot clinics was reducing A&E re-attenders, and supporting those with chronic conditions; nationally there was the capability to monitor such patients at home, and the Trust would seek to move towards this longer-term. Noting Dr Andreas Raffel's comments on the on-going 'red' reporting of the well-led indicators, David Wells outlined that: concerted effort was being placed on improving levels of statutory and mandatory training, particularly amongst doctors; and a number of indicators may need to be revisited in relation to information available and planned	

	trajectories. In response to Dr Rodney Eastwood, Prof Janice Sigsworth acknowledged that the Friends and Family (FFT) A&E response rate had fallen, and explained that she was working with the team to consider alternative options for improving responses, including volunteers. Prof Sigsworth reported that there had been a small number of professional registration lapses, whereby fees had been taken but the required documentation not completed. Prof Sigsworth and David Wells were strengthening processes across all non-medical professions. Sir Richard Sykes noted that DNA rates had not shown much reduction; Steve McManus outlined the actions in place to drive improvement, noting that small improvements had been achieved, with a plan of 11% for quarter four. Referral to treatment (RTT) performance and diagnostic waiting times had both improved, and there had been strong performance in the cancer pathways. Emergency pathway performance had deteriorated over the previous two months, with the position experiencing a further worsening in November. However, the Trust board noted that: additional extra beds were being provided over the winter period (26 beds at Charing Cross Hospital and 10 at St Mary's Hospital); discharge support was being extended to 7 days a week; and the Trust was working with social care on reducing the delays in discharge for patients who need care elsewhere. The Trust board noted the operational report.	
2.4	**Finance report** Richard Alexander noted the disappointing financial position at the end of October, with a deficit of £20.1m, an adverse variance to plan of £9.3m. He highlighted that the Trust had not achieved its ambitious growth targets in either NHS or Private income, and that NHS commissioners were challenging many elements of activity. The Executive team was committed to returning to budget but he acknowledged this would be a difficult task. The Trust board noted the financial report	
3	**Items for decision or approval**	
3.1	**NHS TDA self-certifications – September/October 2015** Jan Aps reported that the self-certifications had been reviewed by individual directors and at executive committee. The Trust board ratified the submission of the September return and approved the submission of the October return.	
3.2	**Redevelopment Committee** The Trust board approved the creation of the Redevelopment Committee as a board committee and the terms of reference outlined; they noted that the non-executive members of the Committee would be Sir Richard Sykes, Dr Andreas Raffel and Jeremy Isaacs.	
4	**Items for Discussion**	
4.1	**Improving the quality of care – CQC update report** The report covered the Trust's CQC registration for quarter two, the implementation of the compliance and improvement framework and progress against the CQC action plan. Prof Janice Sigsworth highlighted particularly the thematic review of integrated care for older people, which while not an inspection of the Trust, may visit the sites as part of the field work to be undertaken. She also noted continuing progress on the programme of deep dive reviews and core service reviews which continued across the Trust. The Trust board noted the report.	
4.2	**Corporate risk register** Professor Janice Sigsworth introduced the register, noting that it had last been presented in May 2015 as part of the agreed six monthly review process. She highlighted that there were 18 corporate risks within the register of which 12 were identified as operational and	

	six as strategic; risk scores were between nine and 20. She confirmed that the register was subject to close scrutiny at the Executive Committee and at the Audit, Risk and Governance Committee, with clinical risks being reviewed at the Quality Committee. The Trust board noted the report.	
4.3	**Patient and public involvement strategy** In introducing the paper, Michelle Dixon noted that it outlined a proposed strategic approach across the Trust and the Charity to increasing and improving the use of patient and public involvement in the delivery and development of care and services. She highlighted the wide range of ways in which engagement can occur, and outlined that the proposed approach would see ownership at operational level, but within a corporate framework to ensure a consistent standard of delivery, using the opportunity to demonstrate real engagement in the shaping of services. Ian Lush reiterated the Charity's focus in working with the Trust, rather than developing such an approach alone. Jeremy Isaacs considered it to be a real opportunity, but noted that it would be important that there was a clear lead for each area to ensure real improvement in engagement, particularly given that the Charity would need to be able to demonstrate results for the trustees. Michelle Dixon considered that the lay forum would monitor whether the framework was working; Prof Janice Sigsworth commented that a similar approach had been introduced in complaints management, and saw this as a good way of learning lessons and sharing good practice, whilst retaining ownership within the operational team. Ms Dixon commented that acute trusts did not have a good record of effective engagement; Northumberland NHS was seen as a beacon in engagement and a visit would be made to seek learning from them. Regular reports would be made to the Trust board. The Trust board agreed the proposed strategic approach.	MD
4.4	**ICHT website update** Michelle Dixon introduced the presentation on the new website, outlining that there had been a 15% increase visitors to the site, and that staff, patients, GPs and other stakeholders had been engaged in developing the new site, which had undergone a significant change in infrastructure and a complete replacement of previous text. Rachel Davies demonstrated the new site; users would note a much improved experience, with improved information on services and consultants, maps for each site, easy use for both PC and tablet users. The new website would be communicated to patients and GPs, and a message would be added to enquiry lines in outpatients such that it signposted patients to the website for information. In response to Jeremy Isaacs, Ms Dixon noted that the site had been future proofed where possible, and would be able to link to the Care Information Exchange in the future. Sir Richard Sykes extended thanks to the team for their work in producing a much improved website. The Trust board welcomed the improved website, and noted it would be available to the public in early December.	SMcM
5	**Board Committee items**	
5.1	**Audit Committee minutes (8 July) and report** The Trust board noted the minutes and the report.	
5.2	**Report from Quality Committee** Prof Sir Anthony Newman Taylor noted: the Trust was working to reduce the nursing vacancy levels; the improvement in the backlog of imaging reporting but highlighted the age and reliability of imaging equipment (replacement and lease options were being explored); and that the Committee was returning to meeting monthly for the first six months of 2016 to ensure close oversight of potential impact on quality during a time of increasing financial pressure. The Trust board noted the report.	

5.3	**Report from Finance & Investment Committee** Referring to the committee report, it was noted that the key items discussed had also been the subject of discussion at Trust board. The Trust board noted the report, and the concern expressed by the Committee at the current financial positon.	
6	**Items for information**	
	There were no items for information.	
7	**Any other business**	
	Mr McManus noted the planned industrial action by junior doctors. Action was being taken to ensure the hospital continued to provide safe care for patients, and to mitigate the impact on patient activity and experience. There had been good engagement with the junior doctors to understand the likely impact, and consultants were being supportive in planning to cover activity where possible. The Trust acknowledged the right of staff to take action, and were responding to keep patients safe and minimise impact on experience and activity.	
8	**Questions from the public relating to Agenda items** In response to questions from the public the following points were made: • The Trust had a good relationship with the Royal Marsden FT, which would continue to grow with links through the cancer vanguard patient pathway work. • The underlying code for the new website was owned by the Trust to support future proofing • Reminder tests were undertaken to help reduce patients not attending for their outpatient appointments.	
9	**Date and time of next meeting** The next meeting would be held on 28 January at Charing Cross Hospital.	

Imperial College Healthcare NHS Trust

Report to:	Date of meeting
Trust Board	27 January 2016

Record of items discussed at the confidential Trust board on 25 November 2015

Executive summary:

Decisions taken, and key briefings, during the confidential sessions of a trust board are reported (where appropriate) at the next trust board held in public.

Issues of note and decisions taken at the Trust board's confidential meetings held on 25 November 2015:

- **NWL Pathology**: the board approved completion of arrangements (with a small number of caveats) for the pathology joint venture, by the signing of the Joint Venture agreement, the ITFF loan to fund the transition costs, and the contract for the laboratory information system.
- **Patient transport contract**: the board approval the award of a two year extension (with a six month break clause) with DHL, the incumbent provider.

Recommendation to the Trust board:

The Trust board is asked to note this report.

Trust strategic objectives supported by this paper:

To achieve excellent patients experience and outcomes, delivered efficiently and with compassion.

Author	Responsible executive director
Jan Aps, Trust Company Secretary	Tracey Batten, Chief Executive

Imperial College Healthcare NHS Trust

TRUST BOARD MEETING IN PUBLIC

ACTION LOG

Action	Meeting date & minute number	Responsible	Status	Update (where action not completed)
Patient and public involvement strategy Regular reports would be provided	25 November 15	M Dixon	In progress	Quarterly reports will be provided

FORWARD PLAN AGENDA ITEMS FROM BOARD DISCUSSIONS

Report due	Report subject	Meeting at which item requested	Responsible
TBC	**Dementia briefing paper** – reflecting on the work that Trust had already done on Dementia – what further work the Trust could do – and how it could learn from others.	29 July 2015 2.1	Prof Janice Sigsworth

Imperial College Healthcare NHS Trust

Report to:	Date of meeting
Trust Board	27 January 2016

Patient story

Executive summary:

Executive Summary:

Patient stories are seen as a powerful method of bringing the experience of patients to the Board. Their purpose is to support the framing of patient experience as an integral component of quality alongside clinical effectiveness and safety.

Quality impact:

This month's patient story focuses around a patient with severe learning disabilities and how collaborative working across agencies and departments resulted in a good outcome for a good quality experience for the patient.

Financial impact:

N/A

Risk impact:

Learning from patient stories reducing the risk of poor quality experience and outcomes for patients.

Recommendation(s) to the Trust board:

The Trust board is asked to note this report.

Trust strategic objectives supported by this paper:

To achieve excellent patients experience and outcomes, delivered efficiently and with compassion.

Author	Responsible executive director	Date submitted
Guy Young, Deputy Director of Patient Experience	Janice Sigsworth, Director of Nursing	19/01/16

Background

The use of patient stories at board and committee level is increasingly seen as positive way of reducing the "ward to board" gap, by regularly connecting the organisation's core business with its most senior leaders. There is an expectation from both commissioners and the Trust Development Authority that ICHT will use this approach.

The perceived benefits of patient stories are:

- To raise awareness of the patient experience to support Board decision making
- To triangulate patient experience with other forms of reported data
- To support safety improvements
- To provide assurance in relation to the quality of care being provided (most stories will feature positive as well as negative experiences) and that the organisation is capable of learning from poor experiences
- To illustrate the personal and emotional sequelae of a failure to deliver quality services, for example following a serious incident

The Board has previously been made aware that a key area for development is the quality of care provided to patients with learning disability and this is a priority work stream for the patient experience team in 2016. The story the board will hear provides an example of when things work well; a standard which we aim to meet all the time. Collaborative working and good planning are key to providing a high standard of care to this vulnerable group of patients.

K's story

This month's patient story focuses around K, a 42 year old woman with severe learning disabilities and epilepsy. K is cared for by her mother and supported by the local authority learning disability team. K's story will be told by her mother. K will not attend in person as she finds these types of environments difficult.

The theme of this story is how the trust worked with K, her mother, the Certitude team (a learning disability charity) manager and the Kensington & Chelsea learning disability team (RBCK LD) to support her in arranging and attending a short notice appointment.

K has profound learning disabilities and complex needs and has difficulty in communication. She exhibits challenging behaviour at times if she becomes upset or is anxious.

In October 2015 K suffered a traumatic fall in her residential home resulting in a fractured wrist and maxillofacial injuries. The inclusion and vulnerability officer (IVO) at ICHT received a request from the RBKC LD team to bring forward a follow up outpatient appointment as K was showing signs of pain in her fractured wrist following the removal of her plaster cast. K cannot verbalise distress but does not sleep and exhibits behavioural change when she is in pain.

Due to the complex situation, the impact of the pain upon K and her inability to understand the situation, it was decided that an appointment should be arranged as a matter of urgency.

The IVO liaised with the Trauma & Orthopaedic clinic and appointments team to access an emergency appointment for K on the condition the medical records could be located in time. The IVO and patient experience team located the records and an appointment was agreed for the following day.

The IVO discussed necessary reasonable adjustments with the Trauma and Orthopaedic staff prior to K's arrival and a private room was arranged for K, her carer (mum) and the team manager from her residential home. The IVO attended the appointment to meet K and provide any support that may be necessary.

During the appointment additional x-rays were requested and the staff at the clinic worked with K and her support team to ensure she was looked after and safe throughout this, by enabling her mother, the staff member and the IVO to be present during the x-rays.

The consultant who had operated on her in October examined K in the private room with her supporters present and returned once the X-rays had been assessed to explain the need for a plate and what this would entail.

The appointment was an excellent example of how working together enabled K to receive the care she needed at very short notice. The appointment went well and K's mum reported that 'that she had never had such fantastic treatment in a hospital; it was like being in a hotel and M (the IVO) was wonderful'.

They particularly appreciated the private area away from the busy main waiting area which helped reduce K's anxieties and therefore those of her Mum.

This story illustrates the need for effective planning and collaboration if we are to provide high quality care for our patients with learning disability. The work the patient experience team is leading around identifying patients with LD in advance, building good relationships with community and local authority services, providing support for carers and training staff is all aimed at ensuring that all patients with LD receive this level of care.

Imperial College Healthcare NHS Trust

Report to:	Date of meeting
Trust Board	27 January 2016

Chief Executive's Report

Executive summary:

This report outlines the key strategic priorities and issues for Imperial College Healthcare NHS Trust.

Recommendation to the Trust board:

The Trust board is asked to note this report.

Trust strategic objectives supported by this paper:

To achieve excellent patients experience and outcomes, delivered efficiently and with compassion.
To educate and engage skilled and diverse people committed to continual learning and improvements.
As an Academic Health Science Centre, to generate world leading research that is translated rapidly into exceptional clinical care.
To pioneer integrated models of care with our partners to improve the health of the communities we serve.

Author	Responsible executive director	Date submitted
Tracey Batten, Chief Executive	Tracey Batten, Chief Executive	19/01/16

Chief Executive's report

Key Strategic Priorities

1. Financial performance

This year is continuing to be extremely challenging financially. At the end of December (month nine) the Trust was £11.7m behind its financial plan, reporting a year to date deficit of £25.5m. Whilst our NHS income levels are 4% above levels at this point last year, they remain lower than our plans. We have not met our own ambitious growth targets for treating private patients and we are encountering more challenge to the level of our NHS activity from our commissioners. Our most recent forecast continues to show we will be adverse to plan and the Executive has implemented a programme of 'urgent measures', including a non-clinical vacancy freeze, to turn this around whilst maintaining safe and high quality care. These actions will support our long term sustainability.

2. Update on commissioner contract discussions for 2016/17

The process to agree contracts for 2016/17 with commissioners has started in earnest. There is significant engagement and work underway between the Trust and our main CCG commissioners; we aim to start similar discussions with NHS England in February 2016. Contracting for 2016/17 is more aligned to the business planning process than in previous years, and divisional teams will be closely involved in the negotiations.

Between the Chief Executives, there is a joint aspiration with NWL CCGs to contract in a more collaborative, open and transparent way to maximise our chances of agreeing the best contract for patients and services at the right price. The following key areas of focus and principles have been agreed:

- Agreement to develop a jointly agreed view of Trust activity;
- Co-design of clinical services at Charing Cross Hospital;
- Ealing paediatrics;
- Designing the Accountable Care Partnership model;
- Reduction in unplanned activity and improved emergency pathways.

3. NHS planning guidance 2016/17

'*Delivering the Forward View: NHS Shared Planning Guidance 2016/17 – 2020/21'* was published jointly on 22 December 2015 by the national oversight bodies. All NHS organisations have been asked to produce two separate but interconnected plans. The first is the 2016/17 operational plan for the Trust and the second is a local health and care system 'Sustainability and Transformation Plan', which will cover the period of October 2016 to March 2021.

£1.8 billion of funding from the 2016/17 Sustainability and Transformation fund will be used to address the forecast £1.8 billion provider deficit for 2015/16. The sustainability and transformation plans will be submitted in June 2016 and will cover the whole local health economy. Funding in 2017/18 will be linked to their quality and will be available in 2016/17 to reduce provider deficits. This will be calculated on a trust by trust basis and linked to quarterly achievement of recovery milestones which include deficit reduction, access standards and transformation.

The Trust will be required to submit a full draft 2016/17 of the operational plan by 8 February 2016 with the final 2016/17 operational plan due for submission by 11 April 2016.
Assessment and development of the five year sustainability and transformation plans will take place by the end of July 2016. These plans will be shared with the Finance and

Investment Committee and the Board prior to submission.

4. Operational performance

Cancer: In January, performance is reported for the cancer waiting times standards in November (2015). In November, the Trust achieved seven of the eight national cancer standards.

The Trust underperformed against the 62-day national screening target, delivering performance of 79.4 per cent against a 90 per cent target. Tolerance against this standard is low due to the low numbers of cancers diagnosed through screening services. Three of four breaches related to patient initiated delays and one breach related to delays at another Trust after repatriation from the breast screening service. The breast screening service has agreed to align its tracking and escalation processes with cancer waiting times requirements and to provide clinical contact with patients who are failing to engage with the service at an earlier point than is required by the breast screening guidelines. The Trust delivered against all other standards in November, and expects to continue to do so in both December and for Quarter three overall.

Accident and Emergency: Performance against the four hour access standard for patients attending Accident and Emergency remained challenged at 88.52 per cent in December 2015. The Trust has been working closely with the local health system to develop detailed site based action plans. It is not expected that the Trust will achieve the 95 per cent four-hour wait standard at the St Mary's site within the 2015/16 financial year. However, it is projected, that the Charing Cross site will be fully compliant by March 2016. The Hammersmith Urgent Care Centre consistently delivers performance well within the national threshold.

Referral to treatment (RTT): The Trust RTT performance for November 2015 was 90.70 per cent and therefore did not meet the 92 per cent incomplete standard. The data for December 2015 will be submitted to the Department of Health on the 20 January 2016 and as projected, it is not expected that the Trust will achieve the RTT incomplete standard. The Trust is working with local commissioners and the London-wide RTT project management office to source additional capacity at both NHS and private provider organisations to support the Trust in reducing the volume of pathways over 18 weeks. It is expected that the Trust will return to achieving the 92 per cent standard in February 2016.

Diagnostic waiting times: The Trust continued to meet the monthly six week diagnostic waiting time standard in November 2015 with 0.3 per cent waiting over six weeks against the one per cent tolerance. Additional capacity, in particular within imaging modalities, has contributed to the Trust improving performance within this standard. The data for December 2015 will be submitted to the Department of Health on the 20 January 2016.

5. Cerner Implementation:

The rollout of Cerner clinical documentation and electronic prescribing and administration across the Trust continues on schedule with good engagement from our clinical teams and is now more than 50% complete. A recurring theme in the feedback from clinical staff is the benefit of reduced reliance on paper records and of the availability of digital records at any time and from anywhere in the Trust. The second phase of the rollout at Hammersmith and Queen Charlotte's is now in progress and includes surgical wards and all outpatient areas. Preparation is well-advanced for the start of the implementation at Charing Cross Hospital and the Western Eye Hospital which starts on 8 February 2016.

Testing is on-going in preparation for the upgrade of our Cerner system from the 2010 code

which was purchased under the National Programme for IT contract to the latest 2015 code. A date for the upgrade will be set as soon as this testing has been successfully completed.

Bedside medical device integration will mean that measurements from patient monitoring devices can go direct into the patient's Cerner electronic record, saving time and improving patient safety. This is already live at one ward at St. Mary's Hospital and at Charing Cross Hospital emergency department and will be rolled out this year to 26 other clinical areas.

6. Stakeholder engagement

Our contact programme of stakeholder meetings has featured engagement with the Cabinet Members for Health and Chairs of the Health scrutiny committees for Hammersmith & Fulham and Westminster City councils respectively. We also attended the formal meeting of Ealing Council's Health Scrutiny Panel in late November 2015 and will be attending Hammersmith & Council's equivalent Policy and Accountability Committee in early February. Regular update discussions have been held with our local MPs in the constituencies for Hammersmith and Westminster and with the new interim director for the tri-borough Healthwatch Central West London.

In addition to our face-to-face engagement activities, we published our range of bi-monthly e-newsletters for stakeholders, local GPs and our shadow foundation trust members.

7. Executive team update

Dr Julian Redhead will commence his role as Medical Director at the beginning of February 2016. Julian is a highly experienced clinician and leader in healthcare who has already done a great deal to take the Trust forward. His drive will be a valuable asset as the Trust delivers its clinical strategy to provide the highest quality care to all of its patients.

I would also like to take this opportunity to personally thank Professor Chris Harrison on behalf of the Trust for his major contribution since 2013 and wish him all the success in his new role as executive medical director at the Christie NHS Foundation Trust.

8. Review of reporting structures and accountabilities

We are bringing forward the planned review of the clinical divisional structure and also examining how corporate directorates can best support service delivery and strategic development. In particular, we will be looking to have a flatter reporting structure, clearer accountabilities and better access to timely and reliable clinical and financial performance data at a local level.

We are aiming to share detailed proposals for the way the executive management group is organised plus more outline proposals for the wider organisational structure at the end of January. Input will then be widened out to staff and our trade union partners across the organisation, and we will also seek the views of external stakeholders.

9. Infection prevention and control: lessons from acute care in England

A report from the Health Foundation was recently published and sets out a series of recommendations to help health care professionals and infection control leads to respond to emerging threats from health care associated infections. The report was led by Professor Alison Holmes, Professor of Infectious Diseases at Imperial College London and Director of Infection, Prevention and Control at the Trust.

The report says that excellent progress has been made in the reduction of high profile health

care associated infections, such as MRSA and *c. difficile,* over the last 10 years. However the report also argues that the current focus on a handful of infections is insufficient as new threats are emerging that need to be addressed.

The full report can be accessed at: http://www.health.org.uk/publication/infection-prevention-and-control-lessons-acute-care-england

10. Junior Doctor industrial action

Following robust planning and preparation by the Trust, the first of three dates of Junior Doctors industrial action took place on 12 January 2016 and went ahead without any unplanned disruption. The local engagement from both the BMA and junior Doctor representatives was good which supported an effective and robust planning process and meant that the disruption to patients was kept to a minimum.

A near as normal service ran across the organisation on 12 January with emergency cover being provided by the junior doctors - 93% of our elective lists ran as scheduled and 86% of our outpatient clinics took place as planned. Our staff all worked hard to ensure the same level of safe and quality care was received by patients.

It was announced on 19 January that the 48-hour strike planned for 26-28 January has been called off. The team will, however continue with the planned meetings with the BMA and junior doctors in order to strengthen plans for the next scheduled date of action on 10 February between 08:00 and 17:00. It is expected that the number of elective and outpatient clinics that will need to be cancelled or postponed will increase if the industrial action goes ahead due to the proposed full withdrawal of labour by the junior doctors. Negotiations will continue throughout this period to try and reach a resolution.

Key Strategic Issues

1. Shaping a Healthier Future (SaHF) Outline Business Case (OBC)/Implementation Business Case (ImBC)

The outline business case (OBC) for the proposed re-development was submitted to the clinical commissioning groups (CCGs) for NW London, who amalgamated similar business cases from NHS organisations across NW London to create an 'implementation business case' (ImBC) for the wider service reconfiguration programme *Shaping a healthier future*. This was submitted to NHS England (London) in March 2015.

NHS England (London) have asked local CCGs to work with providers, including our Trust, to update the ImBC with the latest financial and activity data and with more advanced assessments of future need to reflect NHS priorities as set out in the *Five Year Forward View*. The ImBC is now expected to be completed in the first half of 2016. We have taken this opportunity to work up proposals to be included in the ImBC for a full re-development of the St Mary's Hospital estate to reflect more recent analyses establishing a large scale of backlog maintenance and increased potential for financial return from surplus land to offset the development costs.

We have also been exploring options for a much more significant redevelopment at the Hammersmith/Queen Charlotte's and Chelsea site to improve facilities, enable expansion and tackle backlog maintenance.

2. London Health Devolution

Health devolution is the transfer of powers and funds from central to local government and in

December 2015 London's CCGs, London Councils, the GLA, NHS England London Region and Public Health England London Region agreed to work closely together to integrate and collaborate using devolution as a tool to achieve this. National bodies – including NHS England and Public Health England – and central government have agreed to support this agenda by being active partners in planned pilots and demonstrating their commitment to health and care devolution in London. In addition, central government and national bodies have offered an open invitation to engage with London partners in the delivery of transformative change.

A London Health and Social Care Devolution Programme Board will be established in January 2016 accounting to the London Health Board. This Devolution Programme Board will provide strategic and operational oversight and steering of the devolution programme, including supporting the devolution pilots.

Imperial College Healthcare NHS Trust

Report to:	Date of meeting
Trust board - public	27 January 2016

Operational Performance report

Executive summary:

This is a regular report to the Trust Board and outlines the key operational headlines that relate to the reporting month of December 2015 (Month 9).

Where monthly data for December 2015 are not yet available, this is highlighted in the chart title in red.

Recommendation to the Trust board:

The Trust board is asked to note the report

Trust strategic objectives supported by this paper:

To achieve excellent patients experience and outcomes, delivered efficiently and with compassion.

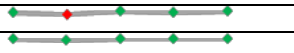
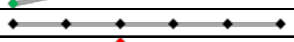
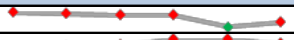
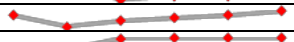
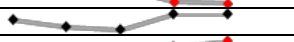
Author	Responsible executive director
Kathryn Hughes	Steve McManus, Chief operating officer, and Deputy chief executive

Imperial College Healthcare NHS Trust

Contents

Imperial College Healthcare NHS
NHS Trust

1. Scorecard Summary

Pg	Metric	Period	Standard	Performance	Direction of Travel
	Safe				
5	Serious Incidents (S.I.s)	Dec-15	0	10	
6	Staffing fill rates	Dec-15	tbc	95.3%	
8	MRSA	Dec-15	0	0	
9	Clostridium difficile	Dec-15	50	57	
10	Harm Free Care (Safety Thermometer)	Dec-15	90.0%	96.3%	
	Effective				
12	Hospital Standardised Mortality Ratio (HSMR)	Qtr 1 15/16	100	67.2	
13	Percentage of interventional studies which recruited 1st patient within 70 days of Valid Research Application	Qtr 2 15/16	70.0%	97.5%	
14	30 day readmissions	Nov-15	tbc	3.5%	
14	Average length of Stay (elective)	Nov-15	3.4	3.7	
15	Average length of stay (non-elective)	Nov-15	4.5	4.42	
15-17	Activity: First Outpatient	Nov-15	27,324	31,405	
15-17	Activity: Follow-up Outpatient	Nov-15	45,644	52,260	
15-17	Activity: Daycase	Nov-15	6,577	7,608	
15-17	Activity: Elective Inpatient	Nov-15	1,747	1,448	
15-17	Activity: Non-elective Inpatient	Nov-15	8,814	10,359	
15-17	Activity: Adult Critical Care	Nov-15	3,752	2,869	
15-17	Activity: Regular Day Attender	Nov-15	274	113	
	Caring				
18	Mixed-Sex Accommodation	Dec-15	0	0	
20	Friends and Family Test - Inpatients	Dec-15	95.0%	97.0%	
20	Friends and Family Test - A&E	Dec-15	85.0%	96.0%	
20	Friends and Family Test - Maternity	Dec-15	tbc	92.0%	
21	Complaints (total number received)	Dec-15	100	79	
	Well Led				
23	Vacancy rate (%)	Dec-15	10.0%	11.0%	
23	Voluntary Turnover Rate (%) 12-month rolling position	Dec-15	9.5%	11.0%	
23	Sickness absence rate (%)	Dec-15	3.4%	3.3%	
24	StatMand excl. doctors in training / Trust grades (%)	Dec-15	95.0%	83.9%	
24	StatMand - doctors in training /Trust grades (%)	Dec-15	95.0%	57.7%	
25	Consultant appraisal rate (%)	Dec-15	95.0%	87.2%	
25	Band 2-9 & VSM PDR rate	Dec-15	95.0%	91.7%	
27	Health and Safety RIDDOR	Dec-15	0	`1	
27	GMC NTS open actions	Dec-15	tbc	132	
27	Bank and Agency Spend (%)	Dec-15	9.0%	14.3%	
27	Staff engagement score	Qtr 2 15/16	tbc	41	
	Responsive				
29	18 Weeks Incomplete (%)	Nov-15	92.0%	90.7%	
29	18 weeks Incomplete Breaches (number)	Nov-15	tbc	4,487	
30	52 Weeks Waits (Number)	Nov-15	0	11	
31	Diagnostic tests waiting longer than 6 weeks (%)	Nov-15	1.0%	0.3%	
31	A&E Type 1 Performance (%)	Dec-15	95.0%	74.7%	
31	A&E All Types Performance (%)	Dec-15	95.0%	88.5%	
34	Two week GP referral to 1st outpatient - cancer (%)	Nov-15	93.0%	93.9%	
34	Two week GP referral to 1st outpatient – breast symptoms (%)	Nov-15	93.0%	93.4%	
34	31 day wait from diagnosis to first treatment (%)	Nov-15	96.0%	96.9%	
34	31 day second or subsequent treatment (surgery) (%)	Nov-15	94.0%	100.0%	
34	31 day second or subsequent treatment (drug) (%)	Nov-15	98.0%	100.0%	
34	31 day second or subsequent treatment (radiotherapy) (%)	Nov-15	94.0%	98.9%	
34	62 day urgent GP referral to treatment for all cancers (%)	Nov-15	85.0%	88.6%	
34	62 day urgent GP referral to treatment from screening (%)	Nov-15	90.0%	79.4%	
34	New Outpatient DNA rate (%)	Dec-15	12.3%	12.9%	
35	Follow-up Outpatient DNA rate (%)	Dec-15	11.3%	12.0%	
36	Hospital initiated outpatient cancellation rate (%)	Dec-15	tbc	7.8%	

2. Indicator Overviews

2.1 Safety

2.1.1 Safety: Serious Incidents (SIs)

Ten serious incidents were reported in December 2016 to the national Strategic Executive Information System (STEIS). The year to date total is 81, in comparison to 102 this time last year. We continue to review each case.

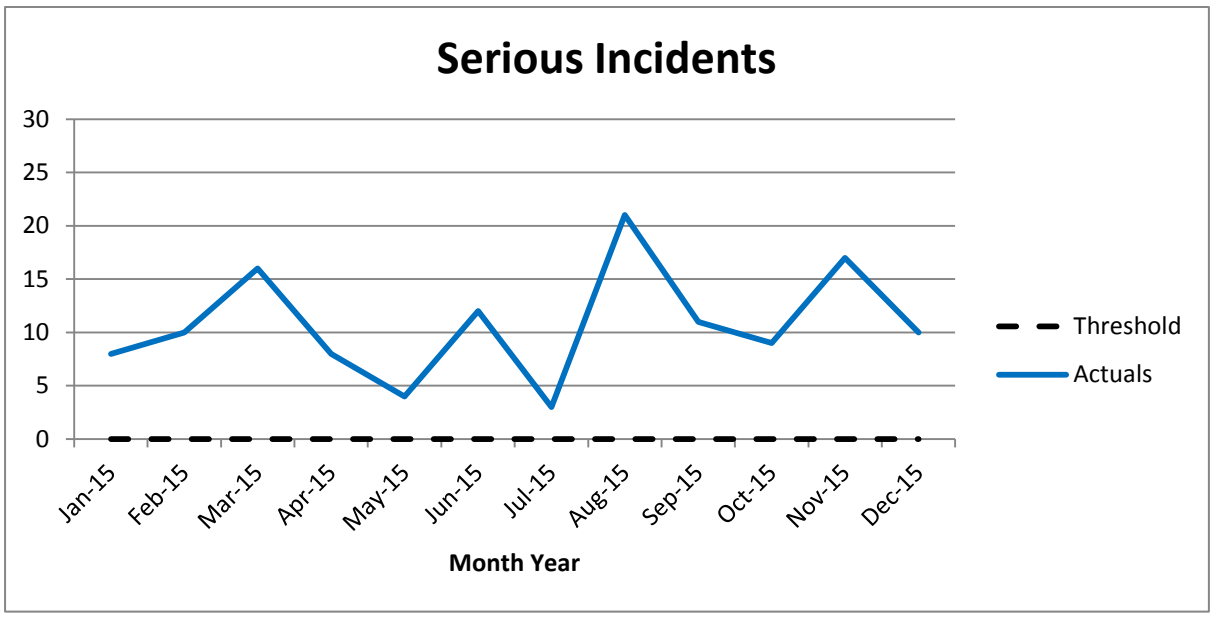


Figure 1 - Number of Serious Incidents (SIs) (Trust level) by month for the period January 2015 – December 2015.

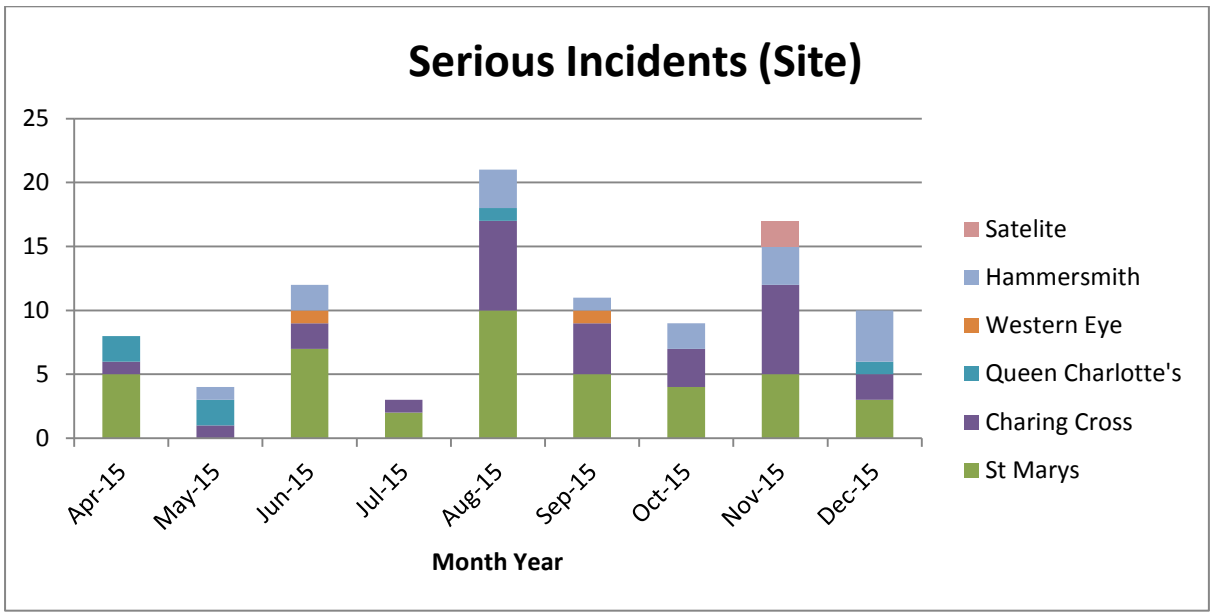


Figure 2 - Number of Serious Incidents (SIs) (Site level) by month for the period April 2015 – December 2015

2.1.2 Safety: Nurse / Midwife staffing levels

In December the Trust reported the following for the average staffing fill rate overall:

- 90 per cent or above for registered nursing/midwifery staff during the day and night
- Above 90 per cent for care staff during the day
- Above 95 per cent for care staff during the night

The average staffing fill rate for December by hospital site was as follows:

Site Name	Day		Night	
	Average fill rate - registered nurses/midwives (%)	Average fill rate - care staff (%)	Average fill rate - registered nurses/midwives (%)	Average fill rate - care staff (%)
Charing Cross	94.37%	91.26%	97.54%	97.06%
Hammersmith	96.61%	94.69%	98.25%	96.96%
Queen Charlotte's	94.72%	93.25%	95.29%	98.55%
St. Mary's	94.13%	91.79%	95.91%	96.89%

Please refer to Appendix 1 for ward level detail.

In December the Trust met safe staffing levels for registered nurses and midwives and care staff at night.

During the day shifts, staffing levels were just under 95 per cent, at 94.76 per cent. This is a similar picture to the same period last year and is explained largely by the Christmas and New Year period.

There were a small number of clinical areas where the fill rate was below 85 per cent for care staff and below 90 per cent for registered staff. Reasons for this include:

- Low bed use during the Christmas and New Year fortnight in some clinical areas
- Meeting the enhanced support needs of patients (specialling) which requires additional and closer direct observation by staff
- Application of consistently stringent controls on the use of agency staff

On the occasions where staffing was lower than anticipated the Trust's Divisional Directors of Nursing and their teams optimised staffing and mitigated any risk to the quality of care delivered to patients in the following ways:

- Using the workforce flexibly across floors and clinical areas and in some circumstances between the three hospital sites

- Deploying senior nursing and midwifery leaders to work clinically and take a case load of patients
- Working with colleagues in other disciplines (e.g. medicine) to cover areas such as ambulatory care settings
- Cohorting patients and adjusting case mixes to ensure efficiencies of scale

Each Divisional Directors of Nursing has confirmed to the Director of Nursing that the staffing levels in December were safe and appropriate for the clinical case mix. Further, the establishments are being reviewed to ensure that nursing and midwifery staffing remains sound and can continue to offer care that is safe and effective and which provides a good patient experience. This is being undertaken alongside but as part of business planning and a review of care pathways in some clinical areas.

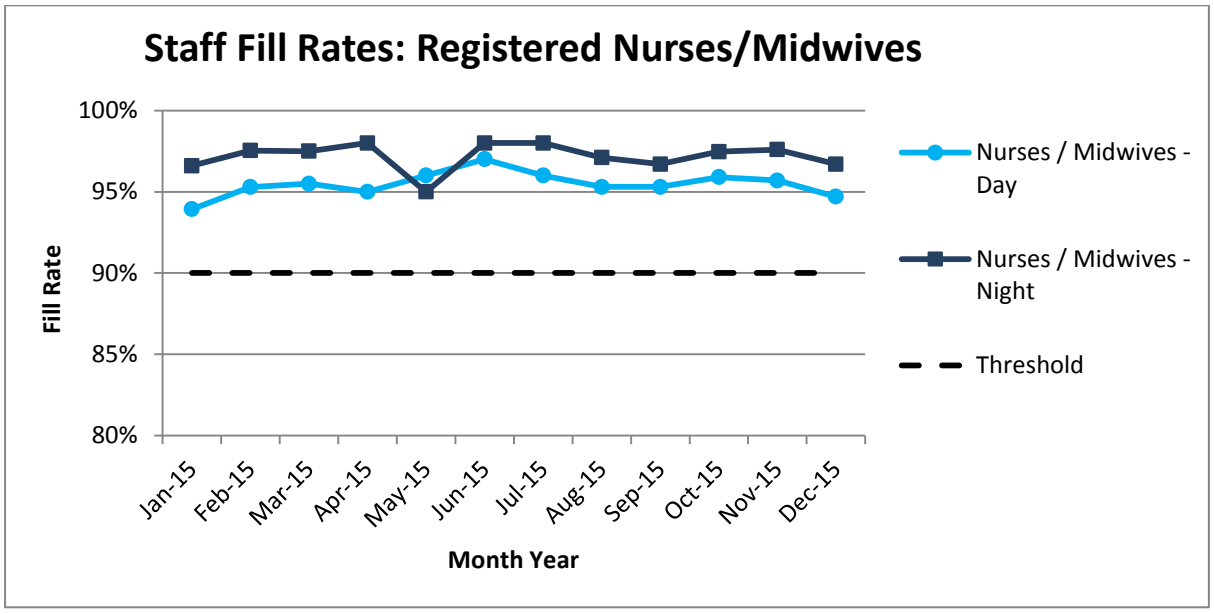


Figure 3 - Monthly fill rates (RNs/RMs) by month (January 2015 – December 2015

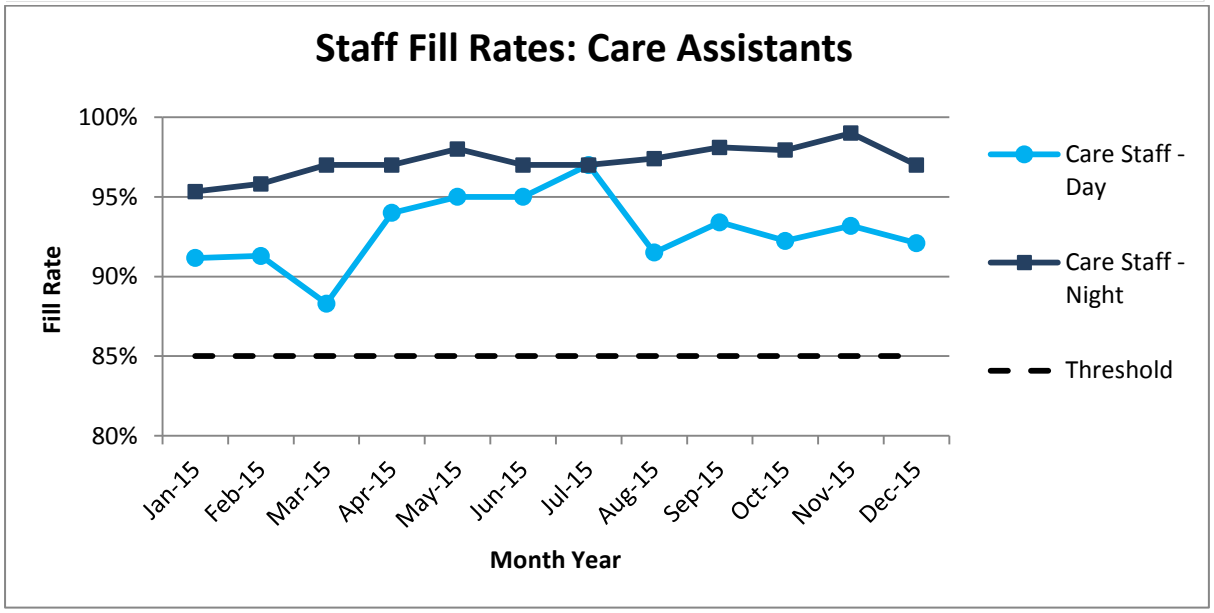


Figure 4 - Monthly fill rates (care assistants) by month (January 2015 – December 2015)

2.1.3 Safety: Meticillin resistant Staphylococcus aureus bloodstream infections (MRSA BSI)

No cases of MRSA BSI were allocated to the Trust in December 2015. So far this financial year, 6 cases have been allocated to the Trust compared with 6 cases this time last year.

Each case is reviewed by a multi-disciplinary team. Actions arising from these meetings are reviewed regularly to identify themes. Contributory factors are addressed with the Divisions via the Taskforce weekly group meetings.

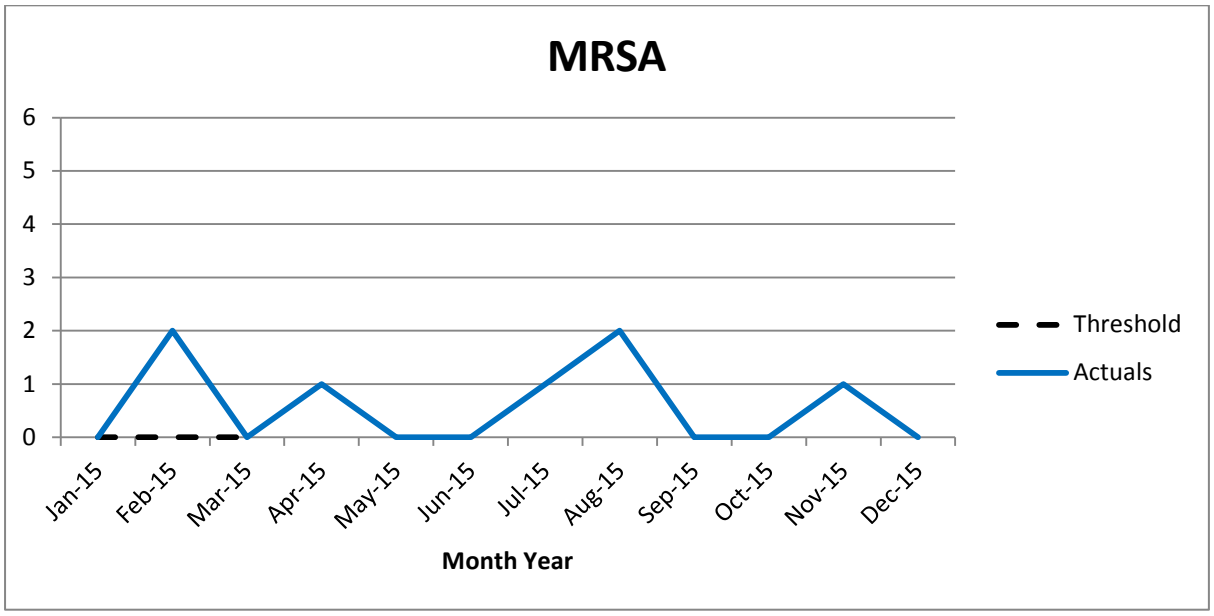


Figure 5 - Number of MRSA (b) infections by month for the period January 2015 –December 2015

2.1.4 Safety: Clostridium difficile

Nine cases of *Clostridium difficile* were allocated to the Trust for December 2015. None of these are attributable to a lapse in care.

A total of 57 cases have been allocated to the Trust so far this financial year, which is above our ceiling of 50 to meet the annual target but lower than the 58 cases this time last year. Three of these are attributable to lapses in care (1 in May, June and October). The Trust year end cumulative ceiling threshold is 69.

Each case is reviewed by a multi-disiplinary team to examine whether any lapses in care or possible hospital transmission occurred. Although 9 cases is more than we would expect over the course of a month, even in the winter, it is important to note that no potential lapses in care were identified.

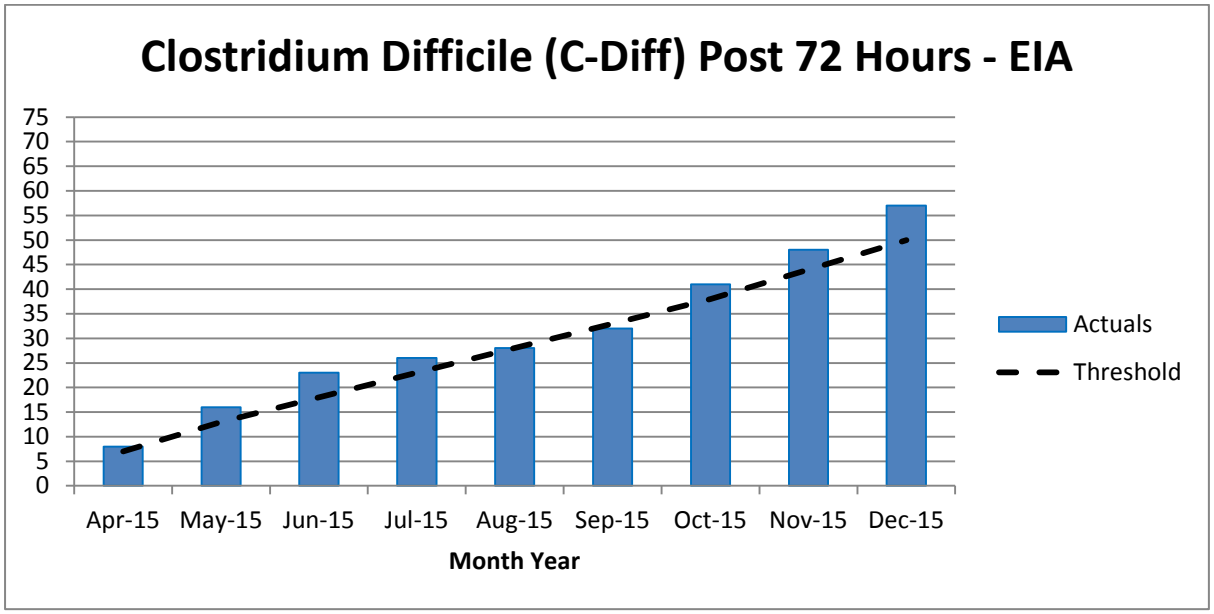


Figure 6a - Number of Clostridium Difficile infections above cumulative plan by month for the period April 2015 – December 2015

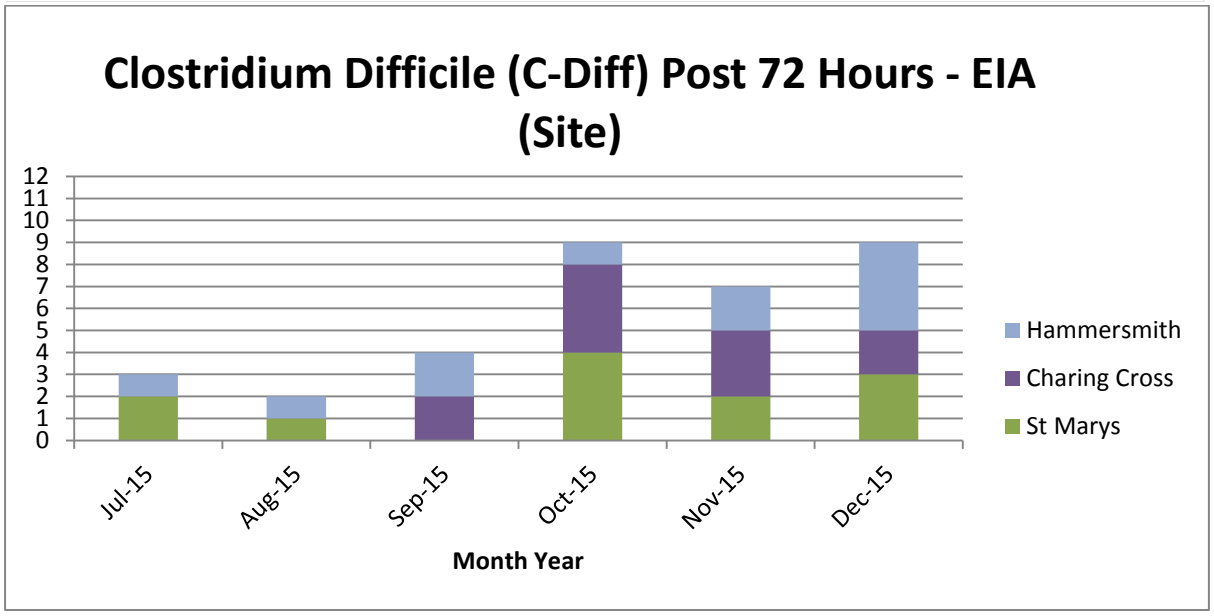


Figure 7b - Number of Clostridium Difficile infections by site and by month for the period July 2015 – December 2015

2.1.5 Safety: National Safety Thermometer – Harm Free Care Score

The Trust's overall score for harm free care as measured by the NHS Safety Thermometer continues to be above the threshold of 90 per cent. For the month of December the Trust HFC score was 96.33% which is slightly higher than the Shelford average of 95.33%. There are specific work programmes in place for each of the four indicators which make up the overall 'harm free care' score (pressure ulcers, falls, VTE, CAUTI) to ensure performance is continually monitored and improved.

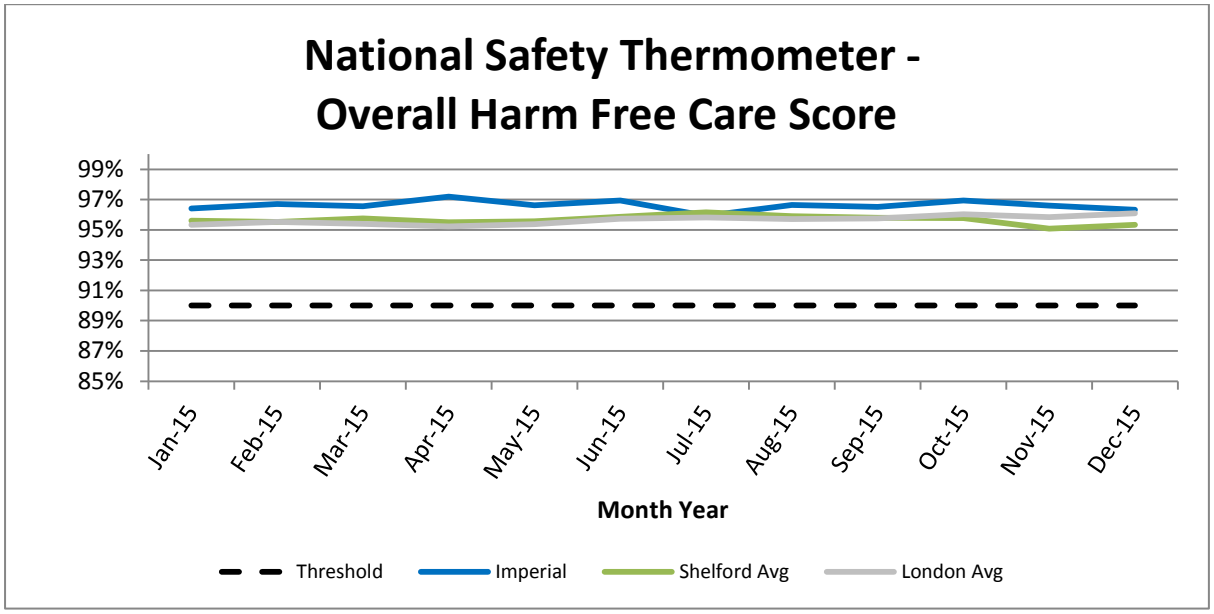


Figure 8 – Harm Free Care (Safety Thermometer) January 2015 – December 2015

2.2 Effectiveness

2.2.1 Effectiveness: Mortality Data

The Trust's Hospital Standardised Mortality Ratio (HSMR) is 67.2 for Quarter 1 2015/16 (April 2015 – June 2015), which is the latest available data fully reportable by quarter. The most recent monthly figure is 69 for August 2015. Across the last year of available data (September 2014 – August 2015), the Trust has the lowest HSMR for acute non-specialist trusts nationally and the lowest in the Shelford Group.

The Trust has the third lowest Summary Hospital-Level Mortality Indicator (SHMI) of all non-specialist providers in England for Q1 2014/15 to Q4 2014/15.

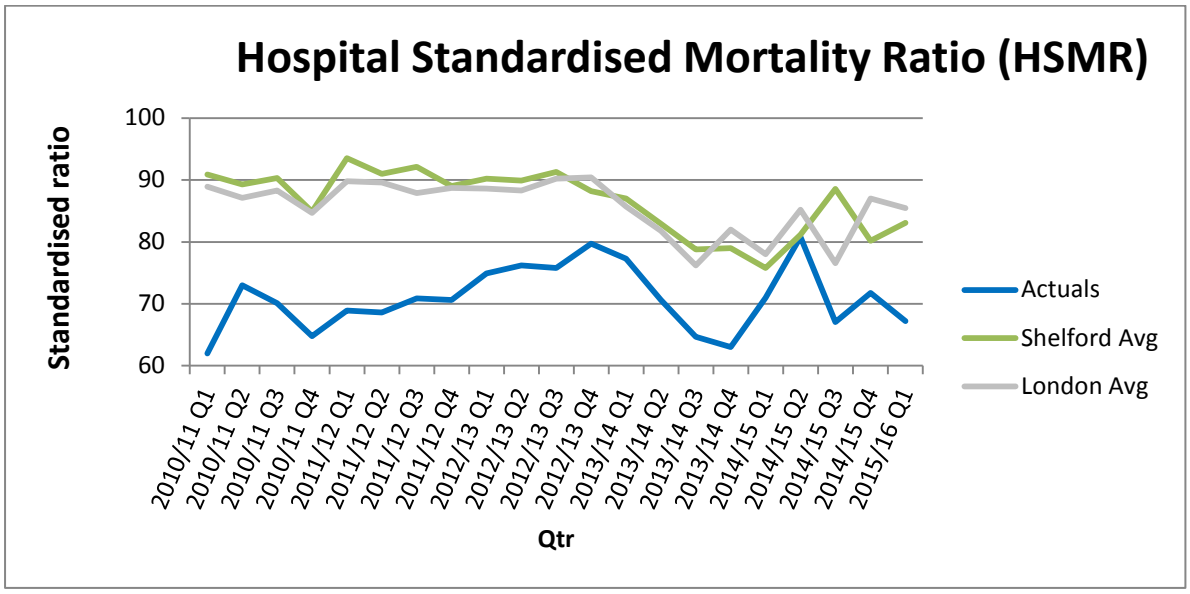


Figure 9 - Hospital Standardised Mortality Ratios for the period Q1 2010/11 to Q1 2015/16

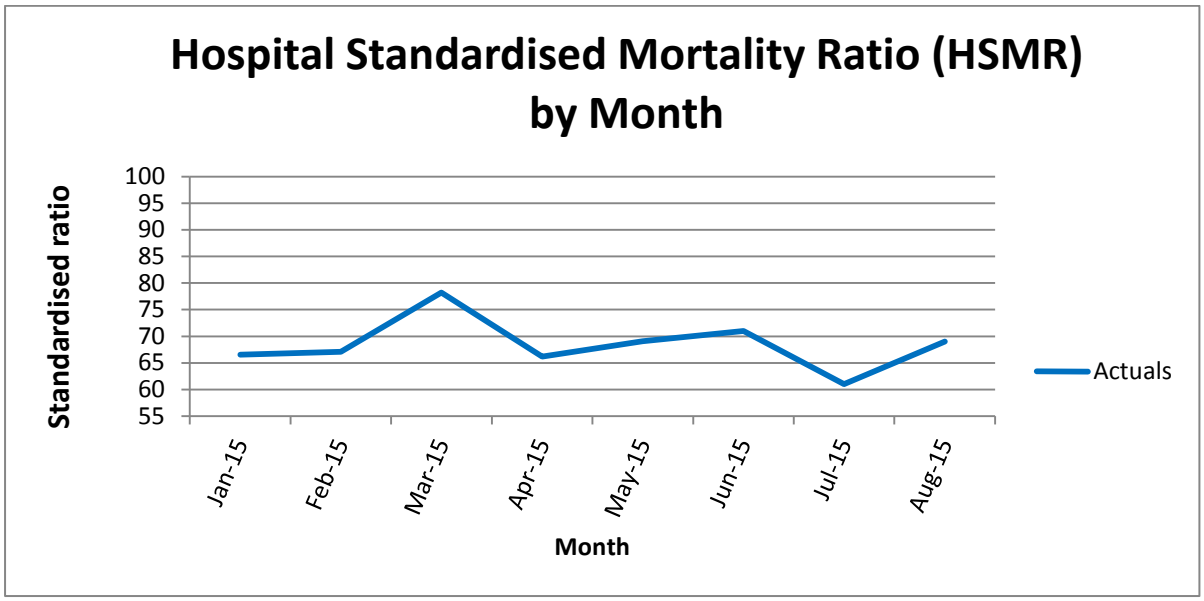


Figure 10 - Hospital Standardised Mortality Ratios for the period January 2015 – August 2015

2.2.2 Effectiveness: Recruitment of patients into interventional studies

The national target for recruiting the first patient into clinical trials within 70 days is 70 per cent. Trust performance for Q1 2015/16 was 95.6 per cent; and for Q2 2015/16 we are forecasting 97.5 per cent.

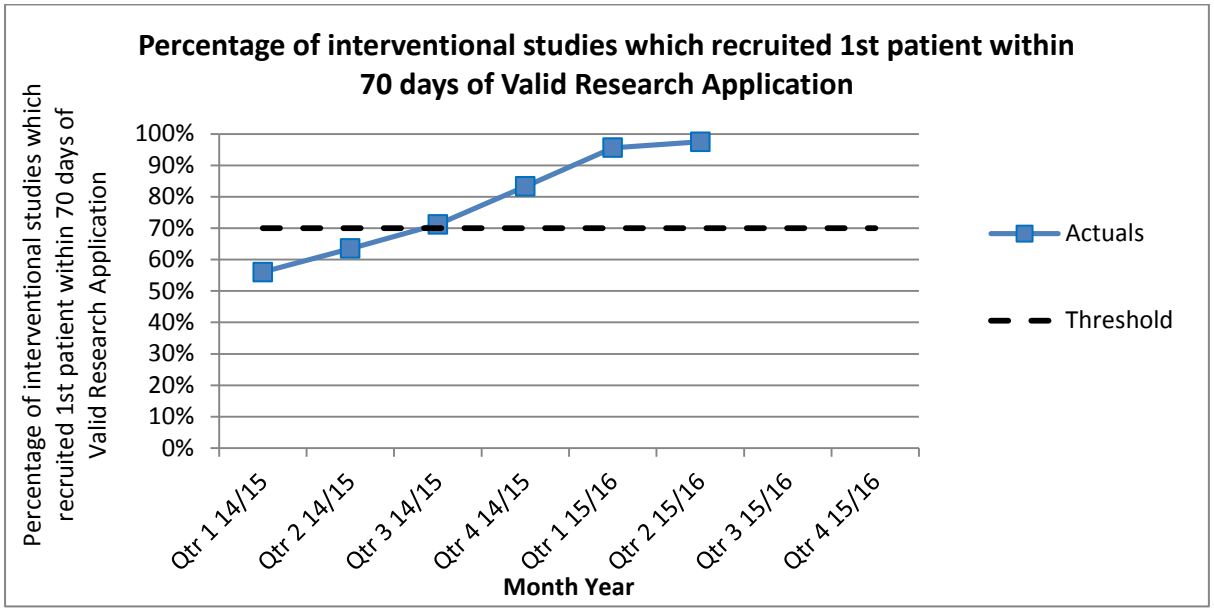


Figure 11 - Interventional studies which recruited First patient within 70 days of Valid Application Q1 2014/15 – Q2 2015/16

2.2.3 Effectiveness: 30 Day Readmissions

The improvement in reported performance for 30 day readmissions may reflect, in part, the increased focus on accurate discharge recording through the admissions and discharge team. There is a risk that performance may deteriorate over the coming months as a result of a reduced Admissions and Discharge Team (ADT) from December onwards. Future performance will be closely monitored at treatment function level through the Trust QlikView application.

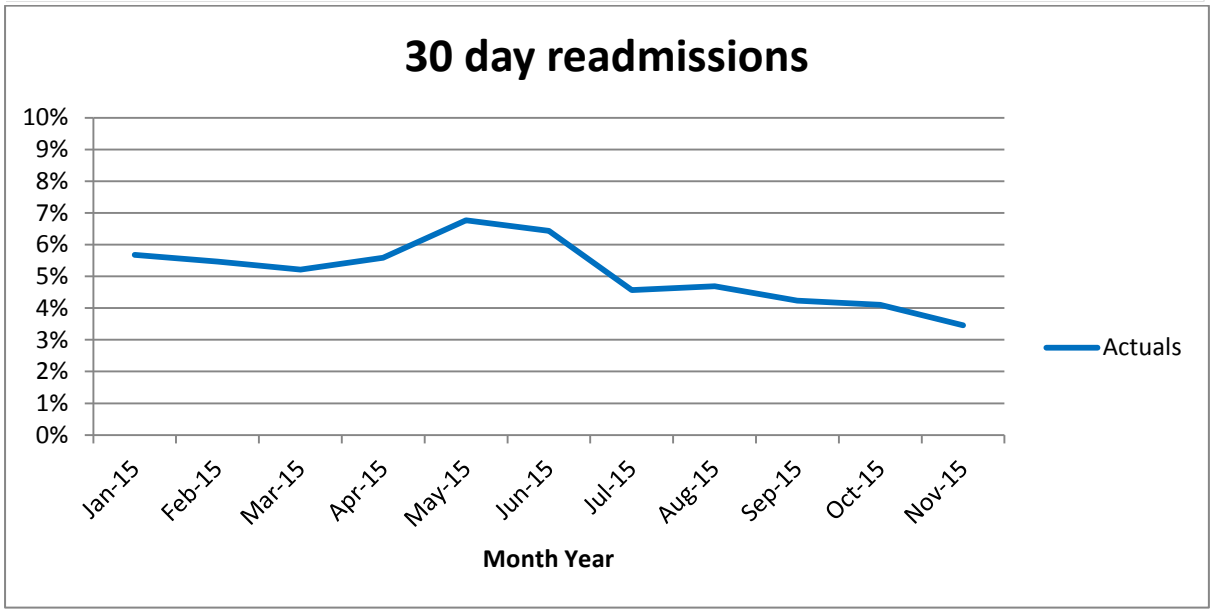


Figure 12 - 30 day readmissions for the period January 2015 - November 2015

2.2.4 Effectiveness: Average Length of Stay

Figures for the Trust length of stay (Elective and Non Elective admissions) are not finalised for December 2015 because of an outstanding data quality query still being investigated. The charts below present length of stay at both Trust and site level.

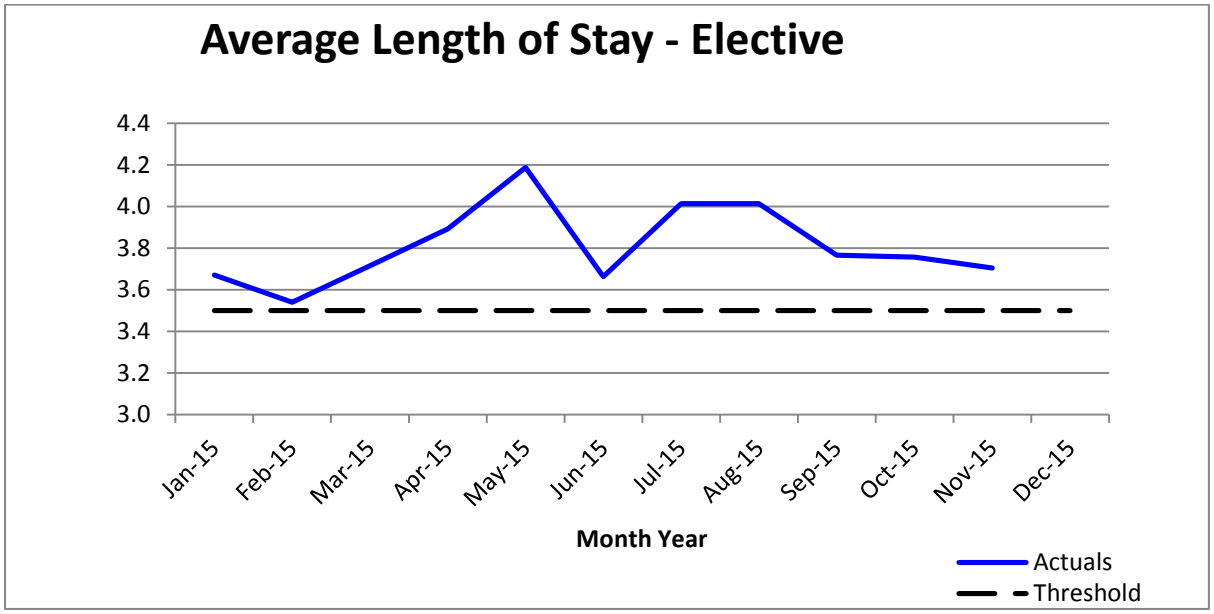


Figure 13a – Average Length of Stay – Elective (Trust level) for the period January 2015 – November 2015

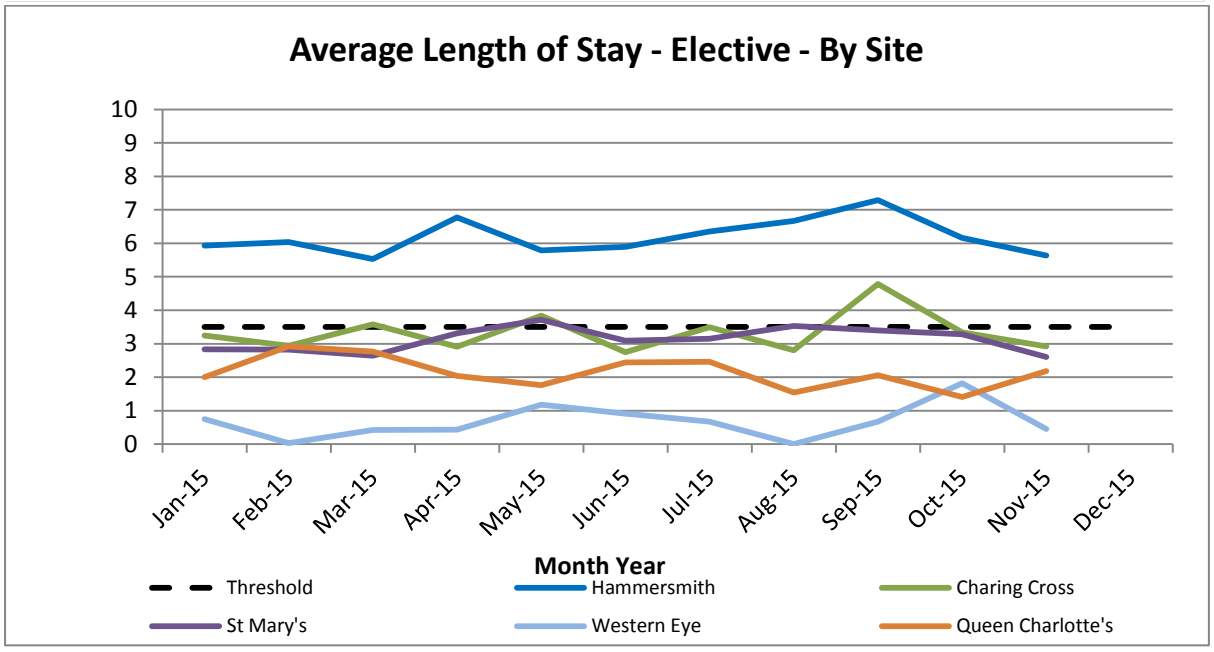


Figure 14b – Average Length of Stay – Elective – (Site level) for the period January 2015 – November 2015

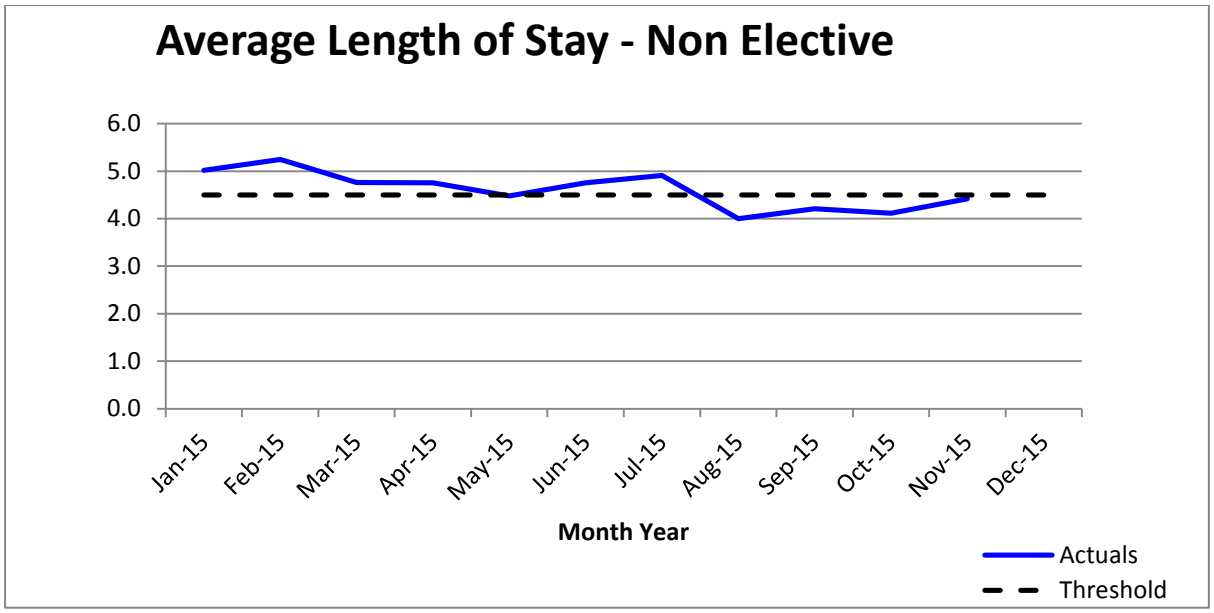


Figure 15a – Average Length of Stay – Non-Elective (Trust level) for the period January 2015 – November 2015

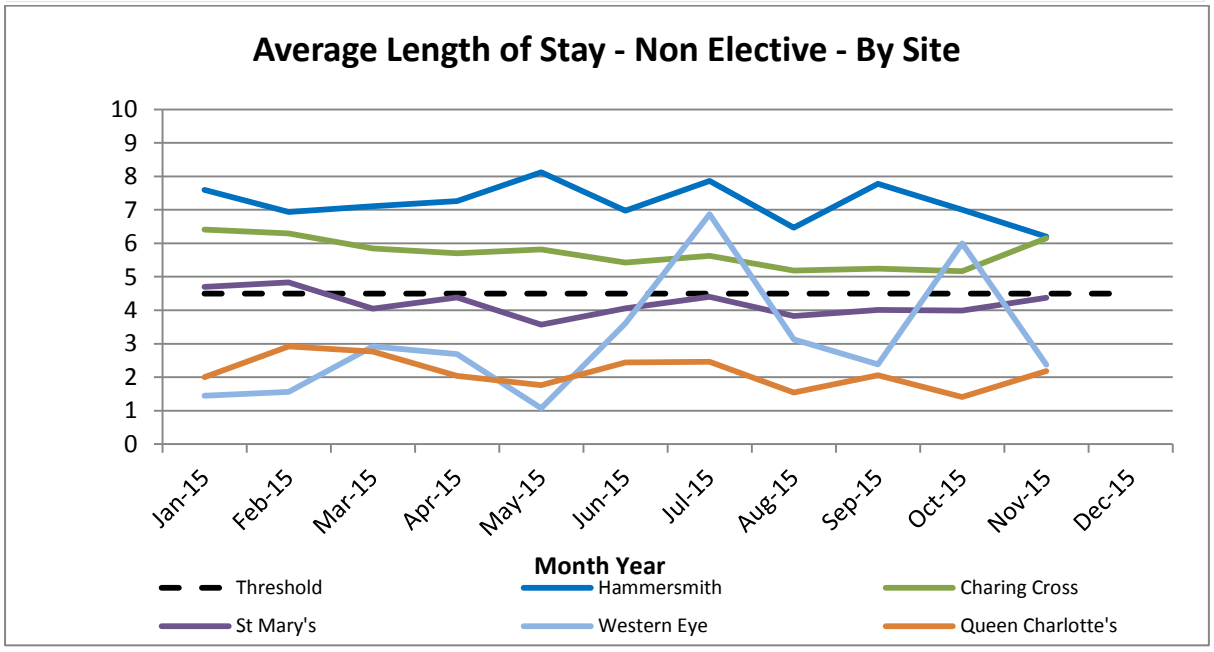


Figure 13b– Average Length of Stay – Non Elective – (Site level) for the period January 2015 – November 2015

2.2.5 Effectiveness: Activity data

There are regular reviews with the Finance, Operational, and Corporate teams to ensure correct depth of coding. Any outcomes of significant findings will be reported within the operational report.

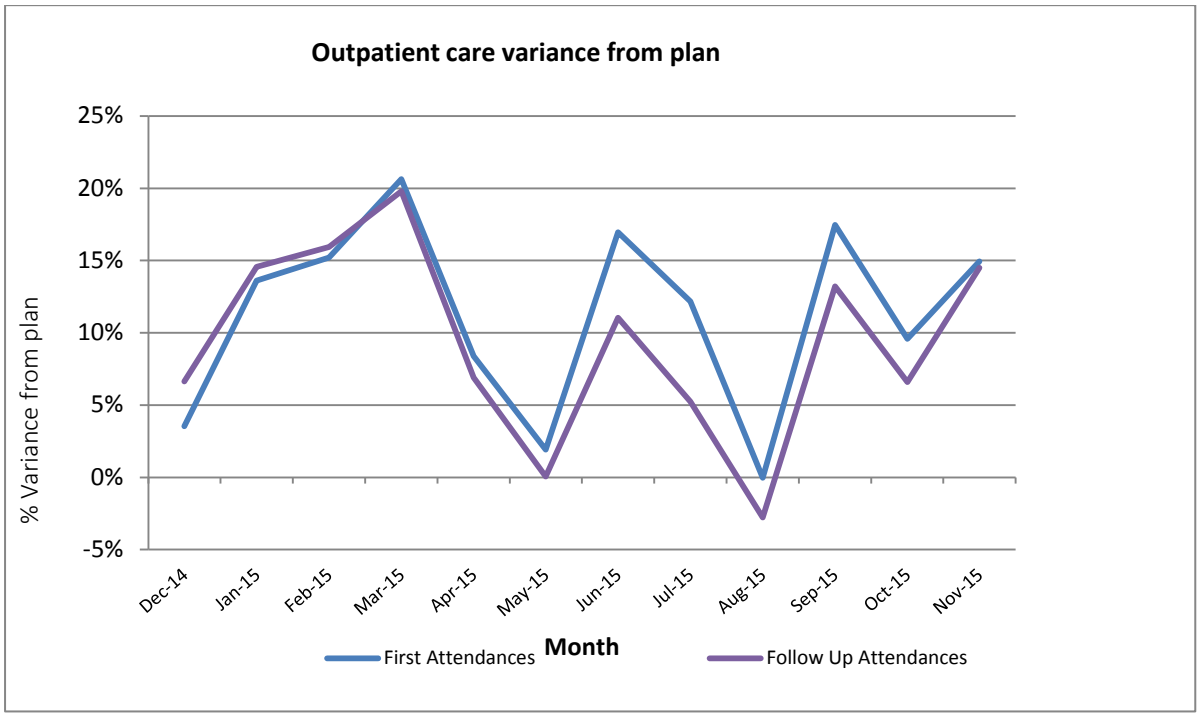


Figure 16 – Outpatient Care Variance from Plan for the period December 2014 – November 2015

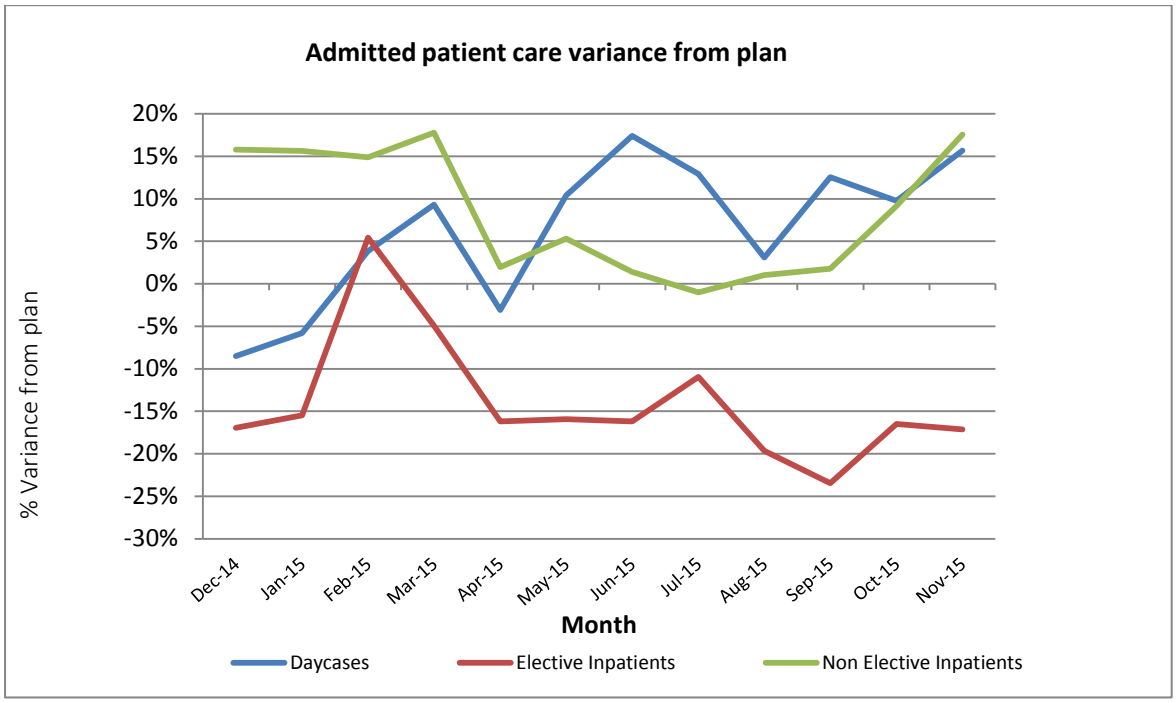


Figure 17 – Admitted Patient Care Variance from Plan for the period December 2014 – November 2015

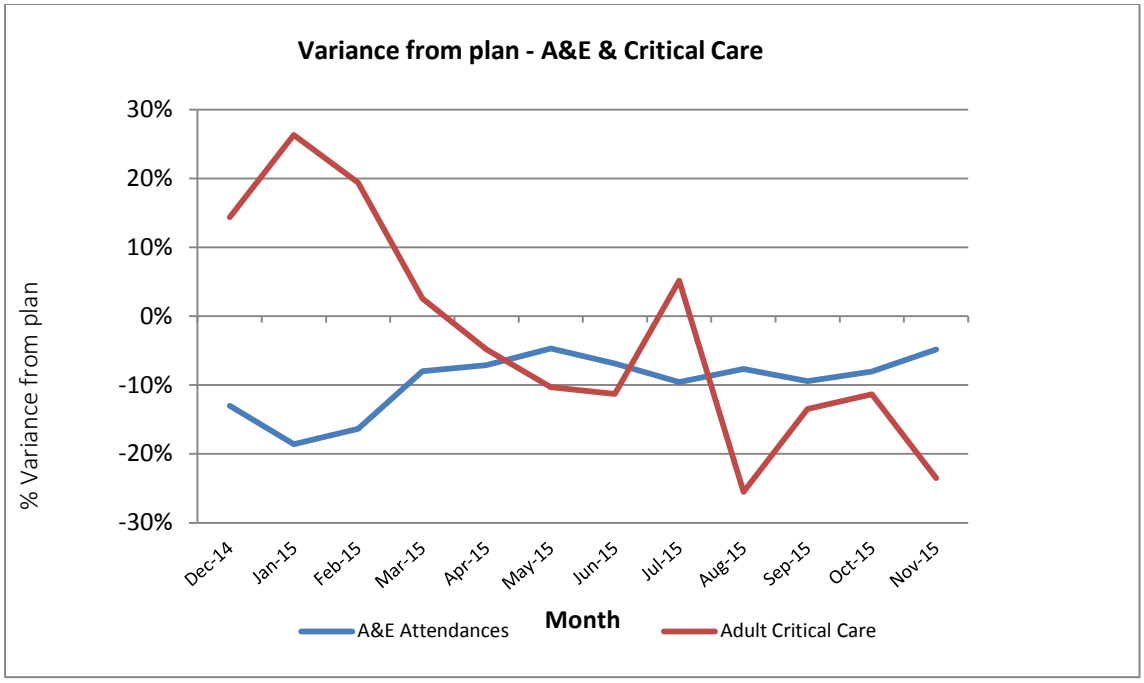


Figure 18 – A&E and Critical Care Variance from Plan for period December 2014 – November 2015

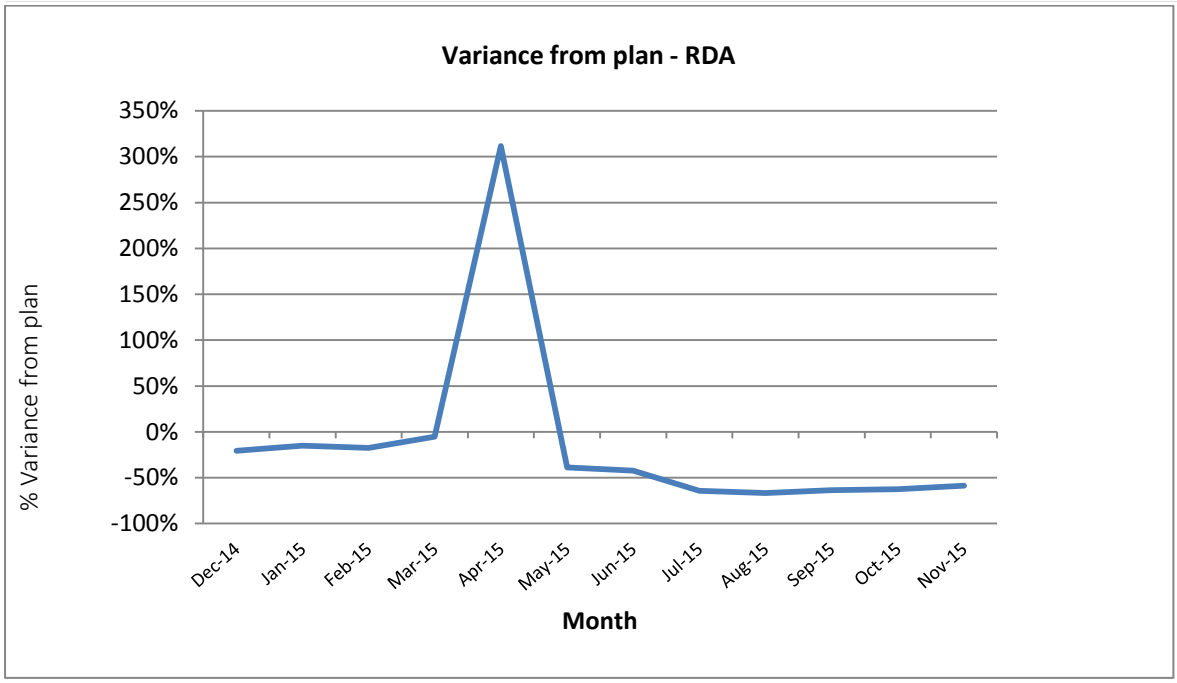


Figure 19 – Regular Day Attender (RDA) Variance from Plan for the period December 2014 – November 2015

There was a notable spike in the variance against plan for the Regular Day Attenders (RDA) data in April 2015. This was due to a counting and coding change for our Oncology service. The Trust agreed with commissioners to record activity as day cases rather than regular day attenders from April 2015 onwards. However, there was a delay and this did not happen until May 2015, hence the significant variance against plan. From May the recording of Oncology as Day Cases was correct.

2.3 Caring

2.3.1 Caring: Eliminating mixed sex accommodation

The Trust reported zero instance of mixed-sex accommodation breaches during December 2015.

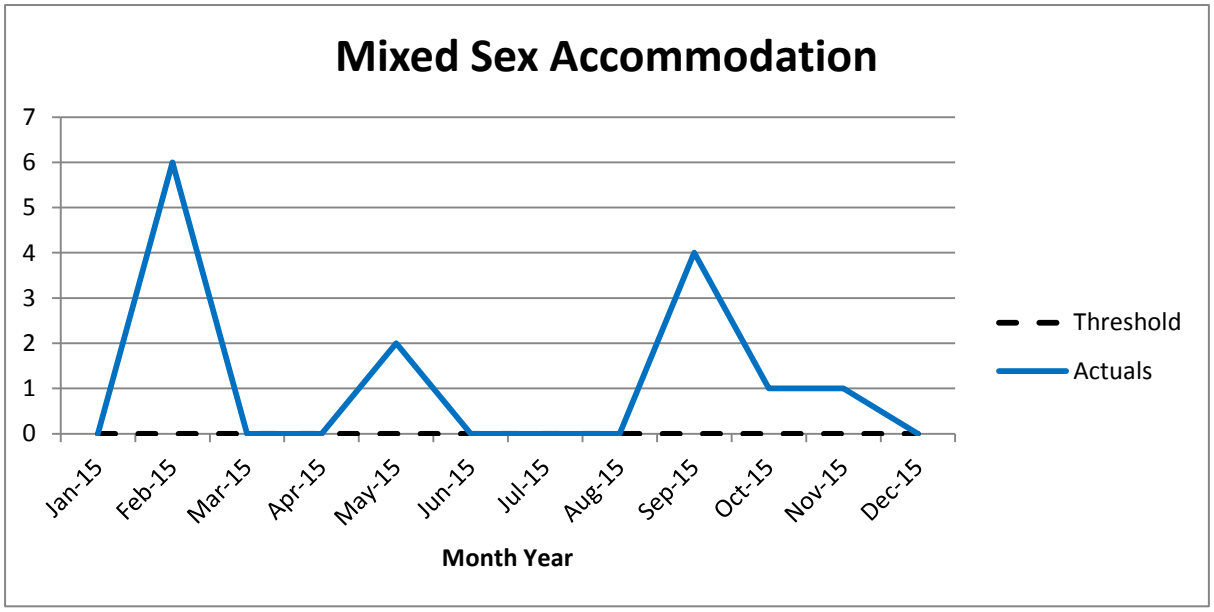


Figure 20 - Mixed Sex Accommodation breaches by month for the period January 2015 – December 2015

2.3.2 Caring: Friends and Family Test

The willingness to recommend remains high across all FFT surveys.

There were marginal increases in the response rates in all surveys in December, although the response rate within A&E, which was 11 per cent, remains below the expected threshold despite a number of interventions.

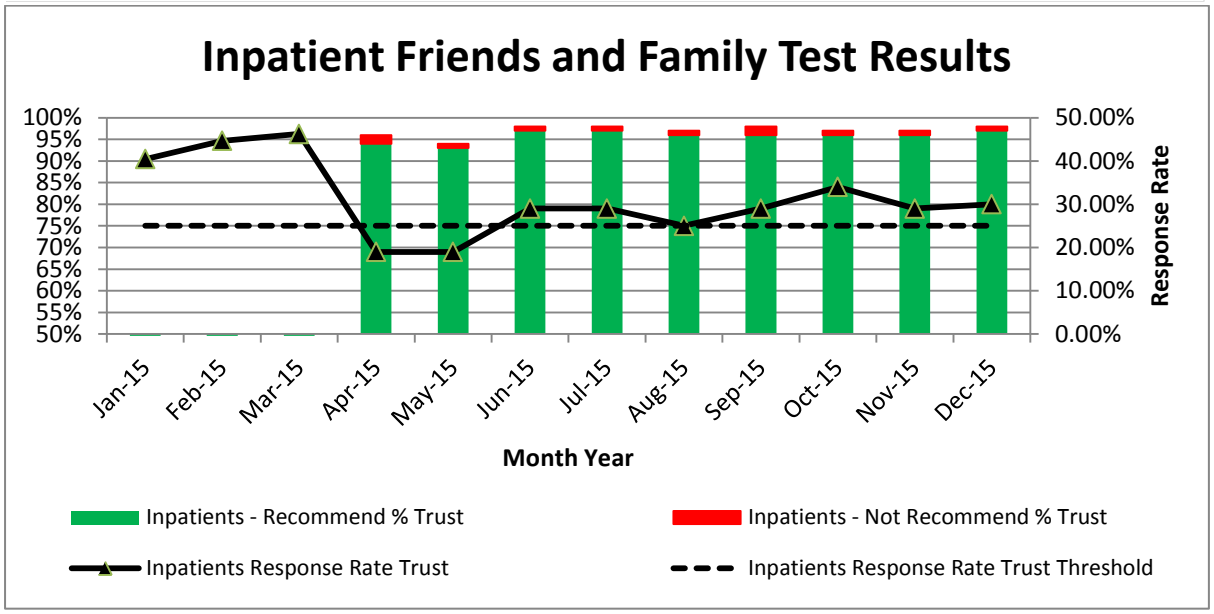


Figure 21 - Friends and Family: Percentage who would recommend ICHT Inpatients for the period April 2015 – December 2015

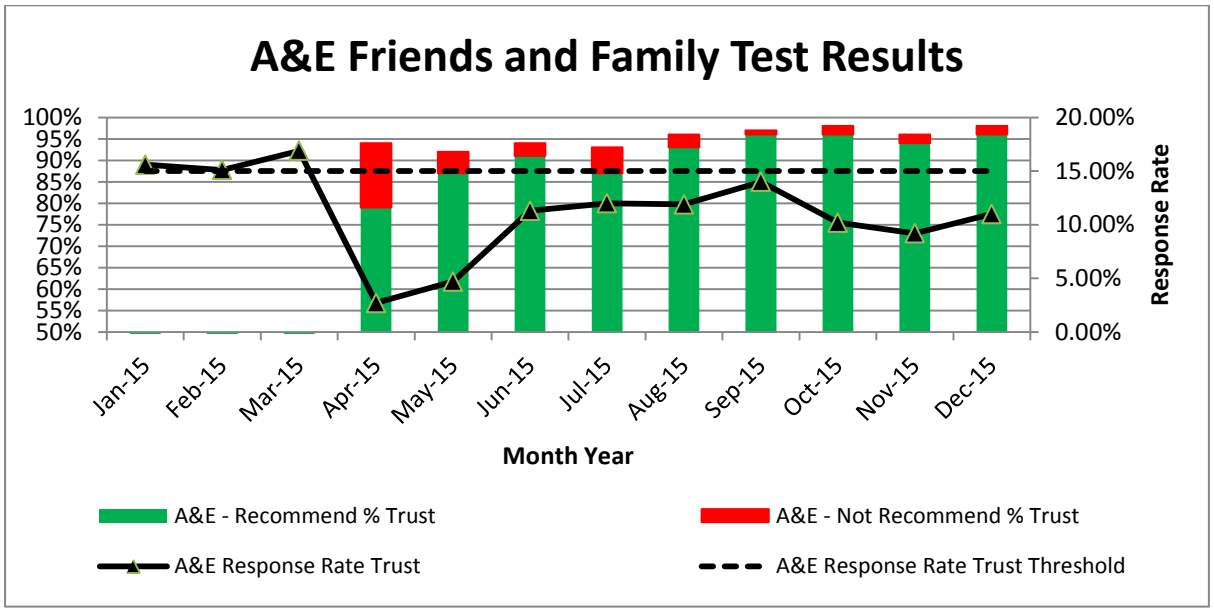


Figure 22 - Friends and Family: Percentage who would recommend ICHT Accident and Emergency for the period April 2015 – December 2015

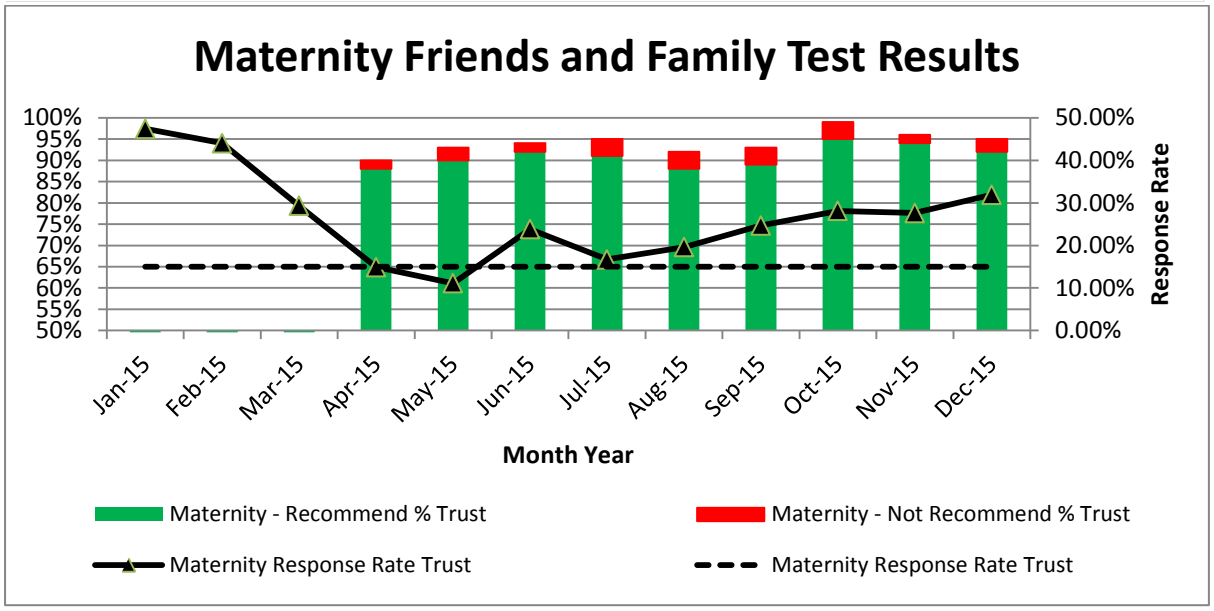


Figure 23 - Friends and Family: Percentage who would recommend Maternity for the period April 2015 – December 2015

2.3.3 Caring: Complaints

There was a further reduction in the volume of formal complaints in December. Whilst this will be partly due to more complaints being resolved by the Patient Advice and Liaison Service, December is historically the month with the lowest volume of complaints (and PALS enquiries) because of the Christmas/New Year period.

The proportion of complaints responded to within the timeframe agreed with the patient (response rate) remains the same as November. Last month it was reported that at the time 190 complaints were “open”. At the beginning of January 2016 this number had reduced to 124. A proportion of complaints closed within December were longstanding overdue complaints which impacted the response rate. As these continue to be cleared, the response rate will improve. One hundered per cent of complaints were acknowledged within 3 working days.

The Executive Committee for Quality approved the revised concerns and complaints policy early in January 2016.

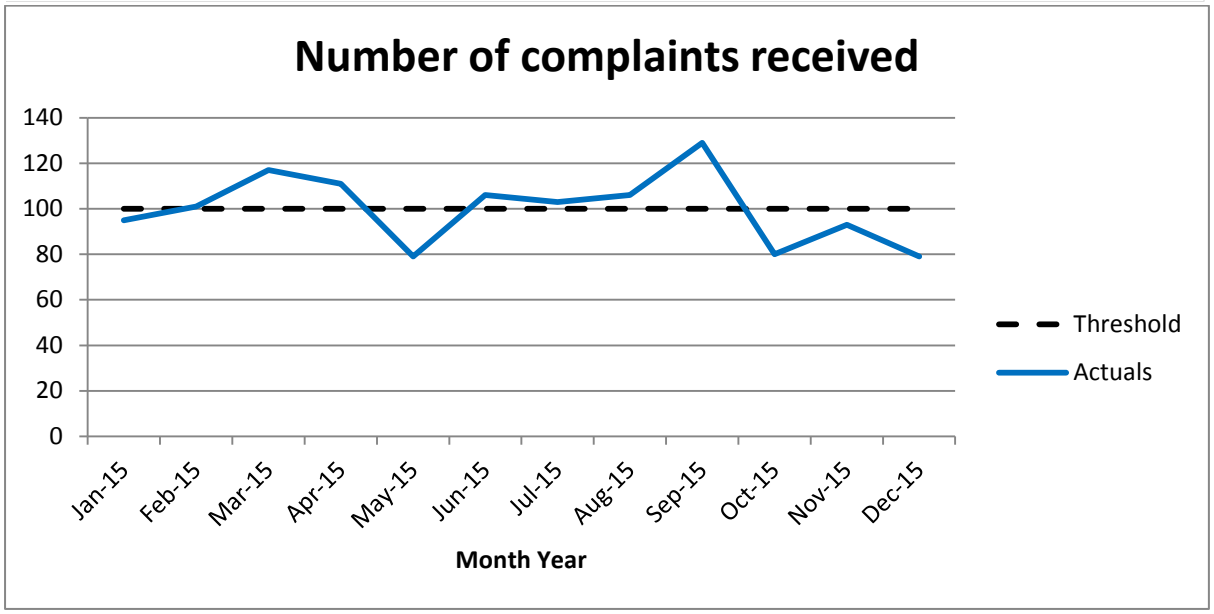


Figure 24 – Number of complaints received for the period January 2015 – December 2015

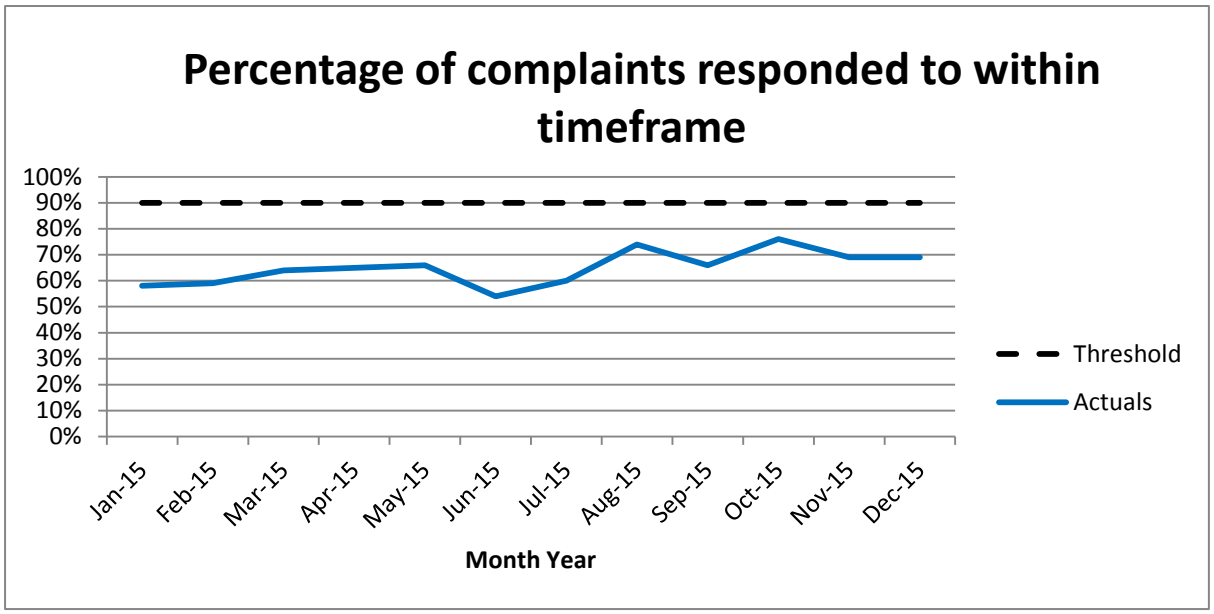


Figure 25 – Number of complaints responded to within the period January 2015 – December 2015

2.4 Well-Led

2.4.1 Well-Led: Vacancy Rate

All roles

At the end of December, we directly employed 9,400 WTE; 58 WTE less than at the end of November and reflective of 122 WTE new joiners and 180 WTE leavers during December (seasonally higher than normal). When combined with an increase to our post establishment of 55 WTE, this brings our contracted vacancy rate up to 11.02%; representative of 1,161 WTE vacancies. The new posts established in December are to support additional winter beds, new services and expansion of existing services including; Community Cardiology, Tri-borough Ophthalmology, Renal Dialysis, Cardiac Catheter Lab and Endoscopy all of which are currently being actively recruited to.

Bespoke and generic recruitment campaigns continue to support the reduction of vacancies with 770 WTE pipeline candidates waiting to join us over the coming months (across all occupational groups). The Trust is currently further developing its attraction strategy to include a range of additional attraction channels, for example, direct sourcing and a wide range of social media (Facebook, Google and Linked In.) The voluntary turnover rate has now increased to 11.02 per cent (rolling 12 month position) and work will commence to explore this and put in place appropriate retention strategies.

Bands 2~6 Nursing & Midwifery on Wards

Within the wards, the band 2-6 we have a Contractual Vacancy rate of 16.71 per cent (416 WTE vacancies), higher than the figure reported at the end of November and reflective of a seasonally higher number of leavers in December and new posts added to the ward establishments. There are currently 165 WTE candidates, waiting to fill these ward vacancies and we expect them to join over the coming months. The current turnover rate for ward based band 2 – 6 staff is 17.13 per cent; reflective of 30 WTE average leavers each month. The numbers of leavers seen has increased over the past 12 months, despite the increased recruitment activity, and work to understand this trend is underway. Since July, we have been calculating an Operational Vacancy rate for wards; this includes vacancies created by contracted staff on maternity leave as well as contractual vacancies. The Operational Vacancy rate at the end of December was 19.79 per cent (493 WTE vacant).

Rolling advertisements continue along with a range of focused activity. The revised selection process for the Student Nurses increased the conversion rate to over 60%. Recruitment events take place in March for student nurses who finish their training in July. Targeted campaigns continue. The fortnightly planning meetings with

Divisions to track the vacancy rates are enabling us to take a more strategic approach to recruitment.

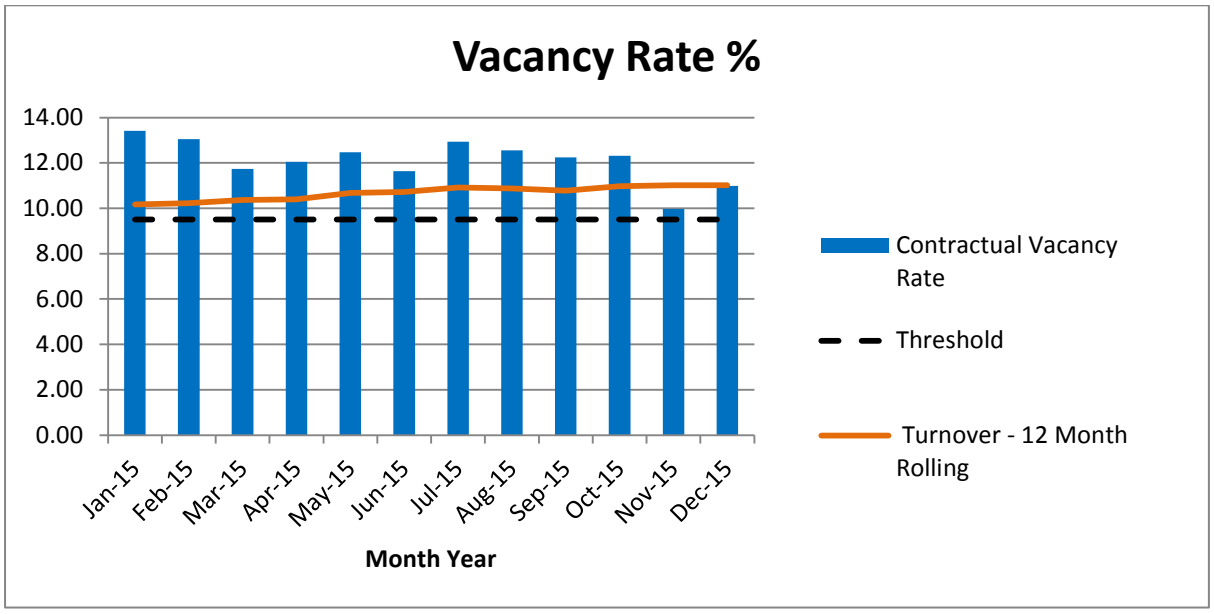


Figure 26 - Vacancy rates for the period January 2015 – December 2015

2.4.2 Well-Led: Sickness absence rate

Recorded sickness absence increased marginally in month from 3.31 per cent to 3.34 per cent but remains significantly lower than the 3.80 per cent recorded in December 2014; representing a 12.1 per cent reduction. Overall, this brings the rolling 12-month position to 3.24 per cent which remains within the 2015/16 target of 3.40 per cent.

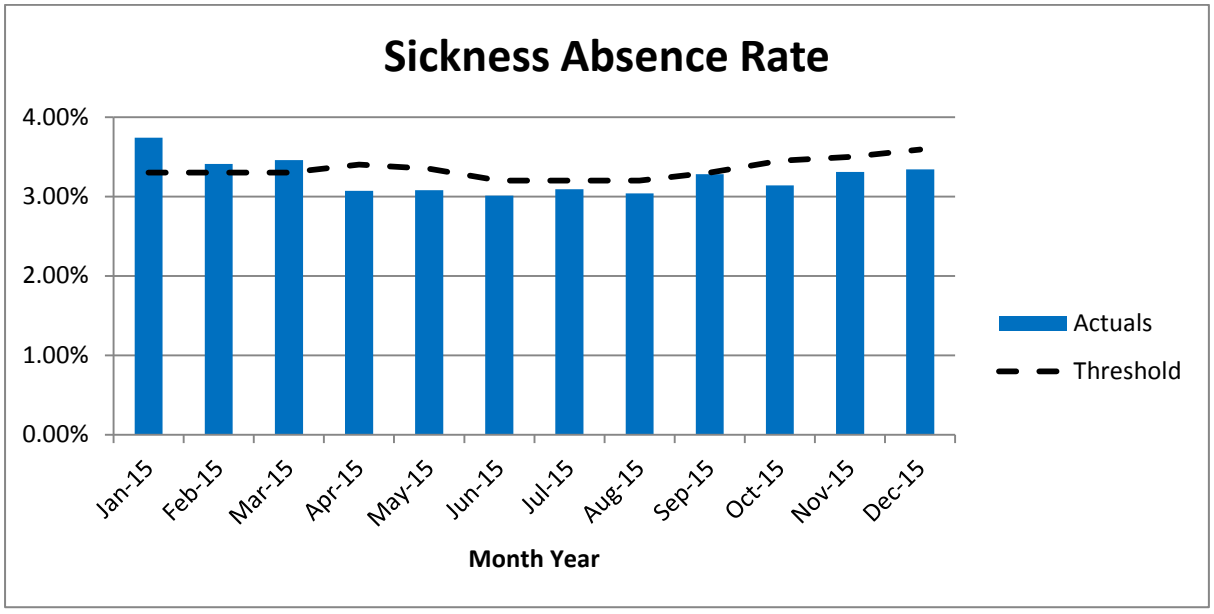


Figure 27 - Sickness absence rates for the period January 2015 – December 2015

2.4.3 Well-Led: Statutory and mandatory training

Excluding doctors in training / trust grade

Overall compliance has increased to 83.89 per cent which is the highest compliance to date. A campaign was launched in December specifically to Consultants to improve compliance via e-learning.

Doctors in training / trust grade

Compliance is still below target for junior doctors but work is focusing at present on ensuring that the new intake of junior doctors in February complete all their Training as part of Induction. In addition, we are starting to import training records held for Junior Doctors while at previous Trusts to avoid repeat of training on arriva where possible.

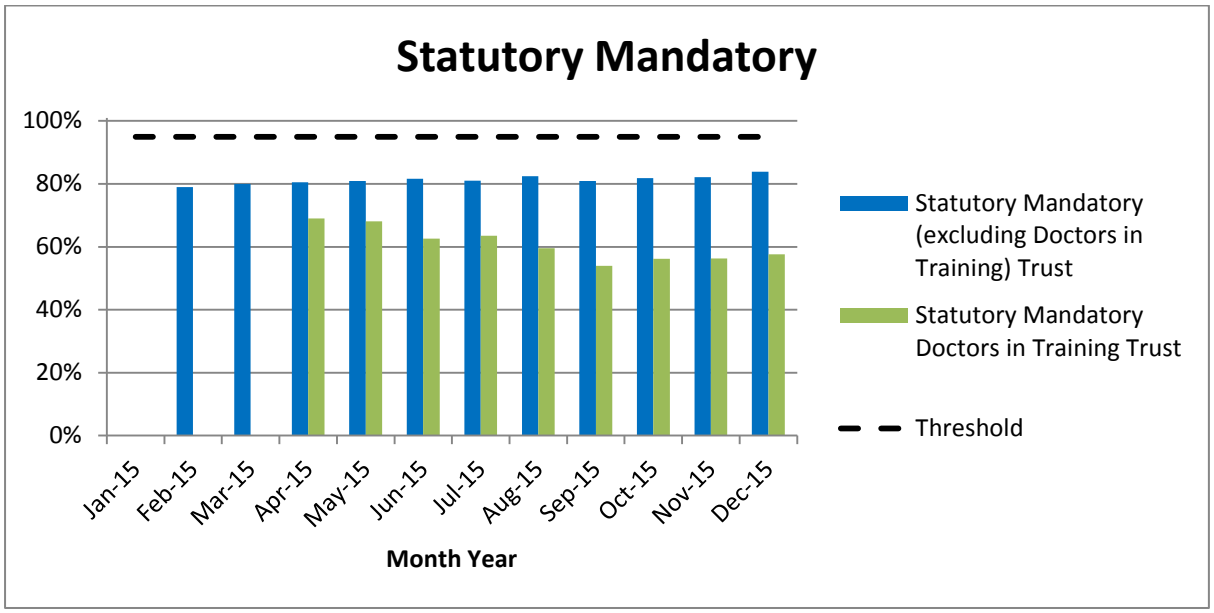


Figure 28 - Statutory and mandatory training for the period January 2015 – December 2015

2.4.4 Well-Led: Non-training grade Doctor Appraisal Rate

The Trust has made significant improvements in aligning appraisal reporting with the national standards, improving the accuracy of the data. Appraisal rates continue to increase slightly each month since the changes were made. Non-compliance is being escalated to the divisions.

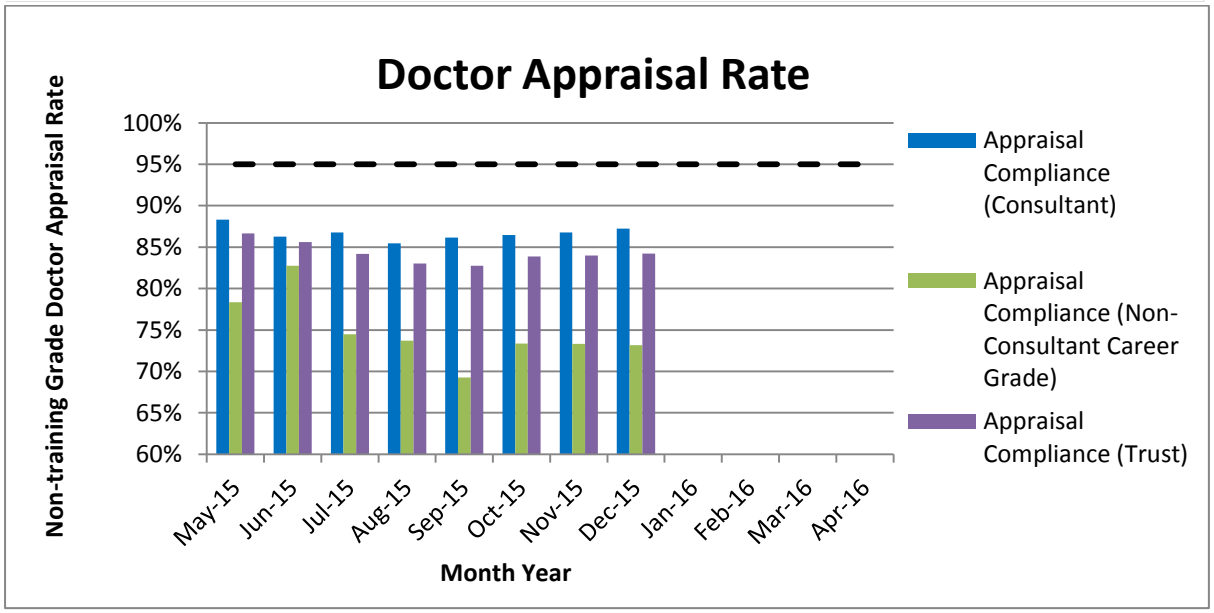


Figure 29 - Grade Doctor Appraisal Rates for the period May 2015 to April 2016

2.4.5 Well-Led: Performance Development Reviews (band 2 – 9 & VSM)

At the end of December, the PDR compliance rate for all of our non-medical staff was 91.69 per cent; against an expected compliance of 95.00 per cent. Divisional and Corporate leads, with the support of the HR Business Partners, are working to ensure that remaining PDR's are scheduled, completed and recorded as soon as possible.

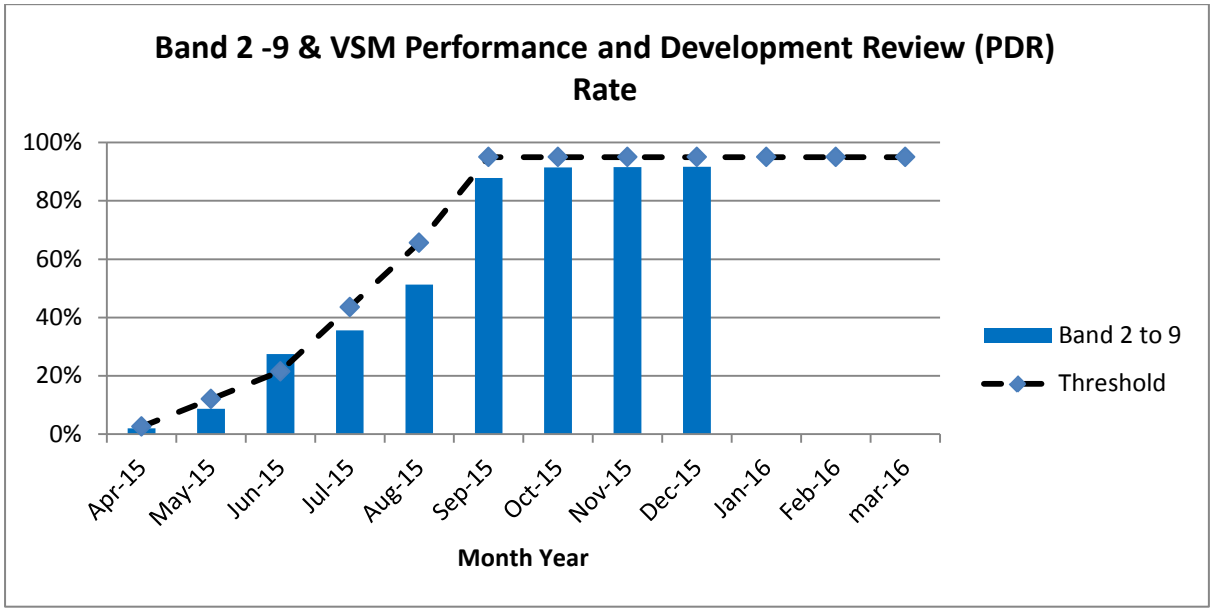


Figure 30 - Band 2 - 9 performance development review rates for the period April 2015 to December 2015

2.4.6 Well-Led: Health and Safety RIDDOR

One reportable RIDDOR incident occurred in December.

- The incident involved a member of staff who, in the course of trying to prevent a fainting patient from falling to the floor and injuring themselves, sustained a wrist fracture when the patient fell on top of the member of staff.

In the 12 months to 31st December 2015, there have been 28 RIDDOR reportable accidents of which 14 were slips, trips and falls and 4 were RIDDOR reportable dangerous occurrences. Since April 2015, there have been 18 RIDDOR reportable accidents, 11 of which were 'slips, trips and falls/ collisions'. Consistently, the majority of all RIDDOR accidents are slips, trips and falls. The Health and Safety service is working with the Estates & Facilities service and its contractors to investigate ways of ensuring floors present a significantly lower risk of slipping.

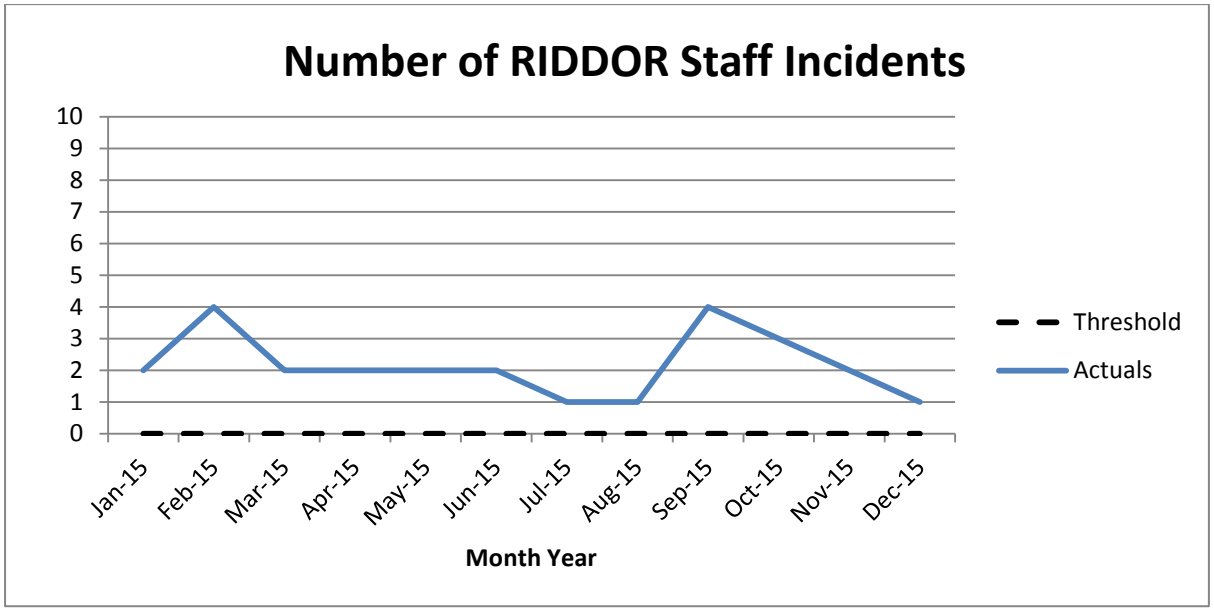


Figure 31 – RIDDOR Staff Incidents for the period January 2015 – December 2015

2.4.7 Well-Led: General Medical Council - National Training Survey Actions

Outstanding actions from the National Training Survey (NTS) completed by Doctors in training were reviewed as part of the Quality Visit in November 2015. This resulted in the number of our open NTS red flags reducing from 35 to 31. The action plan was reviewed following the Quality Visit, with additional actions added, meaning an increase in the number of actions required to close the remaining 31 red flags from 113 to 132.

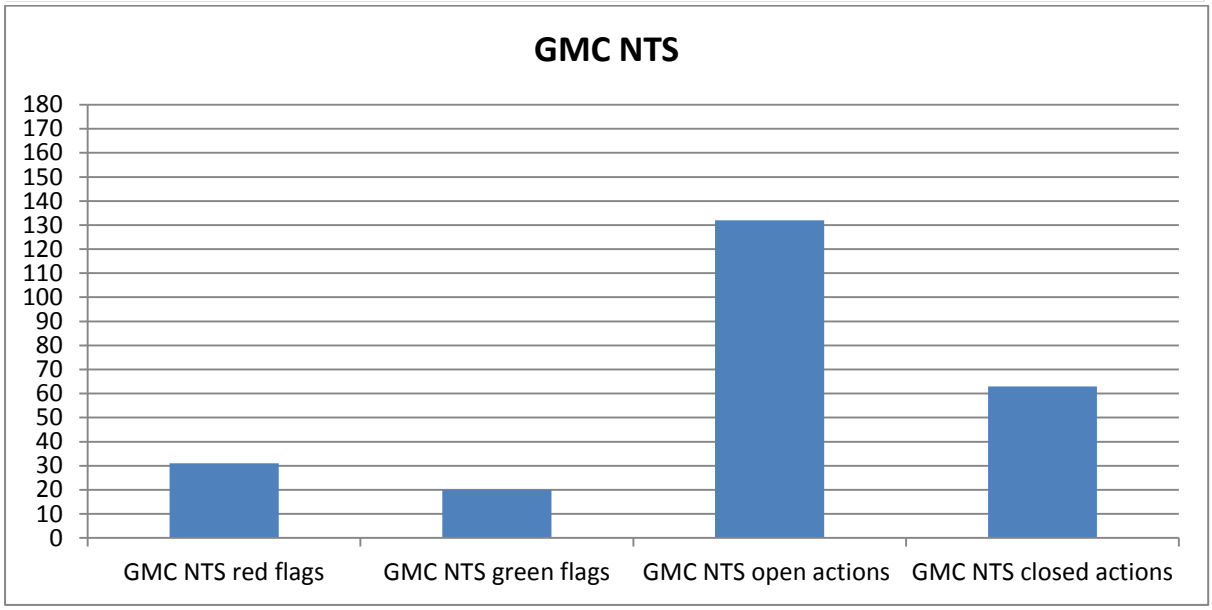


Figure 32 – GMC NTS action tracker, updated at the end of December 2015

2.4.8 Well-Led: Staff Engagement

The most recent engagement survey ran in October/November. The response rate was 54 per cent – down 1 per cent on our average response rate for 2014/15. Our engagement score was 41 per cent - down 1 per cent on our average score for 2014/15.

The Winter 2016 engagement survey was released week beginning 11 January 2016.

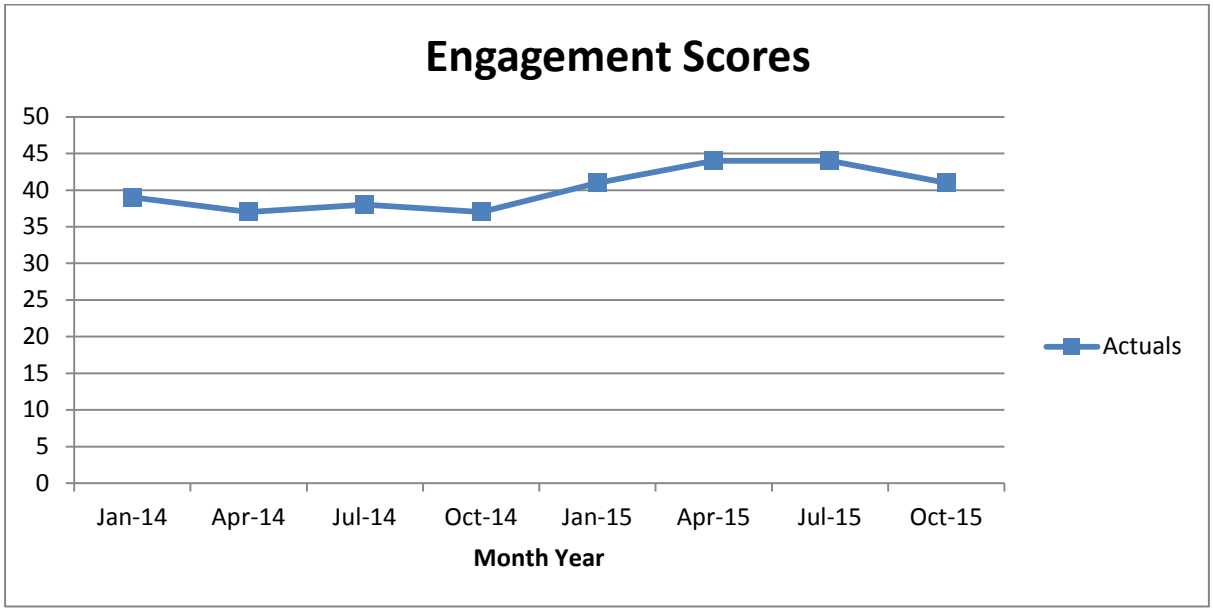


Figure 33 – Engagement scores for the period Jan 2014 – Oct 2015

2.5 Responsive

2.5.1 Responsive: Referral to Treatment (RTT)

The NHS Constitution gives patients the right to receive their first treatment within 18 weeks of referral to a consultant-led service. Performance is assessed against two primary performance standards;

- Incomplete Pathways (92 per cent); &

- Number of over 52 week waits (zero tolerance).

The primary measure of RTT performance is that 92 per cent of patients should be waiting under 18 weeks at the end of each month.

The Trust performance for December was 89.68 per cent and was a significant deterioration in performance. There was also a continuation of patients waiting more than a year for elective treatment. This is not an acceptable position for the Trust to be in and an improvement plan has been implemented ensure performance recovery. This includes daily meetings with the Director of Operations & Performance and the Head of Performance with the Divisional Directors of Operations and General Managers to micromanage plans to ensure an increased activity volume each week in line with recovery trajectories. The Chief Operating Officer will also Chair meetings twice a week with the Divisional Directors of Operations to oversee assurances that performance will be recovered within quarter 4.

Contributing factors for deteriorating performance in December included reduced activity over the Christmas period, cancellation of elective work during the planned junior doctor industrial action, as well as operational challenges. The Trust is working with local commissioners and the London-wide RTT Project Management Office to source additional capacity at both NHS and private provider organisations to support the Trust in reducing the volume of pathways over 18 weeks throughout the coming months. In addition, the Trust had already planned to increase capacity in a number of specialities over quarter 4, and this will support reduction in patients waiting over 18 weeks. The daily meetings now in place will provide corporate assurance that the plans will deliver a turnaround in RTT performance and therefore reduce the waiting times for those patients waiting for elective treatment.

<u>52 weeks</u>

The Trust had 11 patients in December who were waiting over 52 weeks for treatment. Three patients have received their treatment and two have been booked for treatment. Dates for treatment are being agreed for a further three patients and three patients are due to come for an outpatient clinic before the end of January.

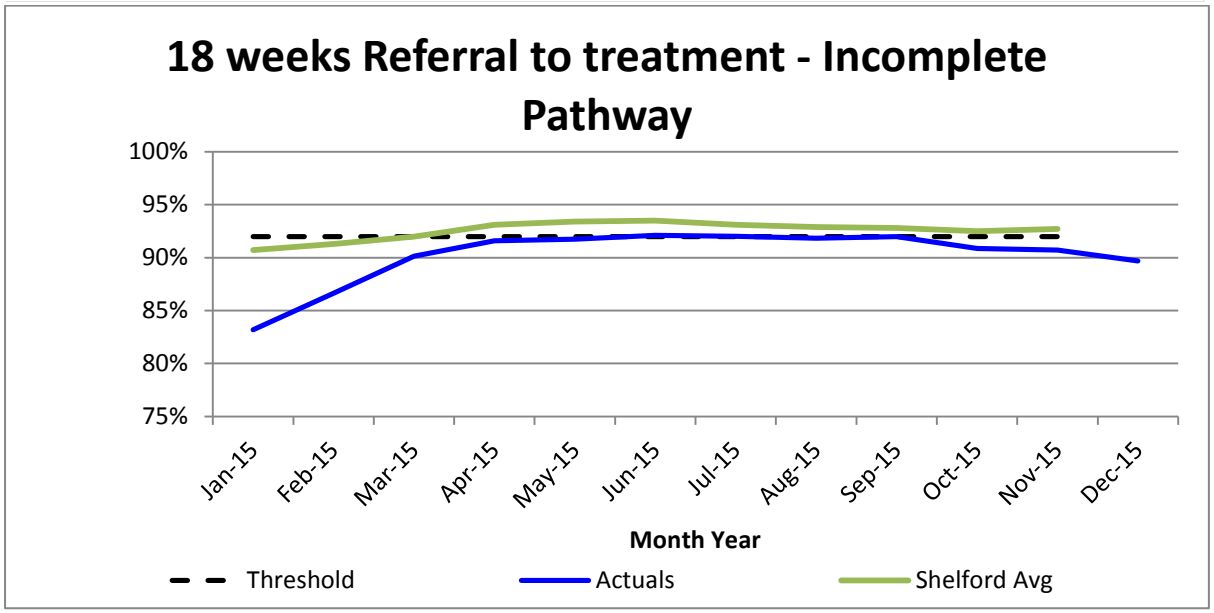


Figure 34 - RTT Incomplete Pathways for the period January 2015 – December 2015

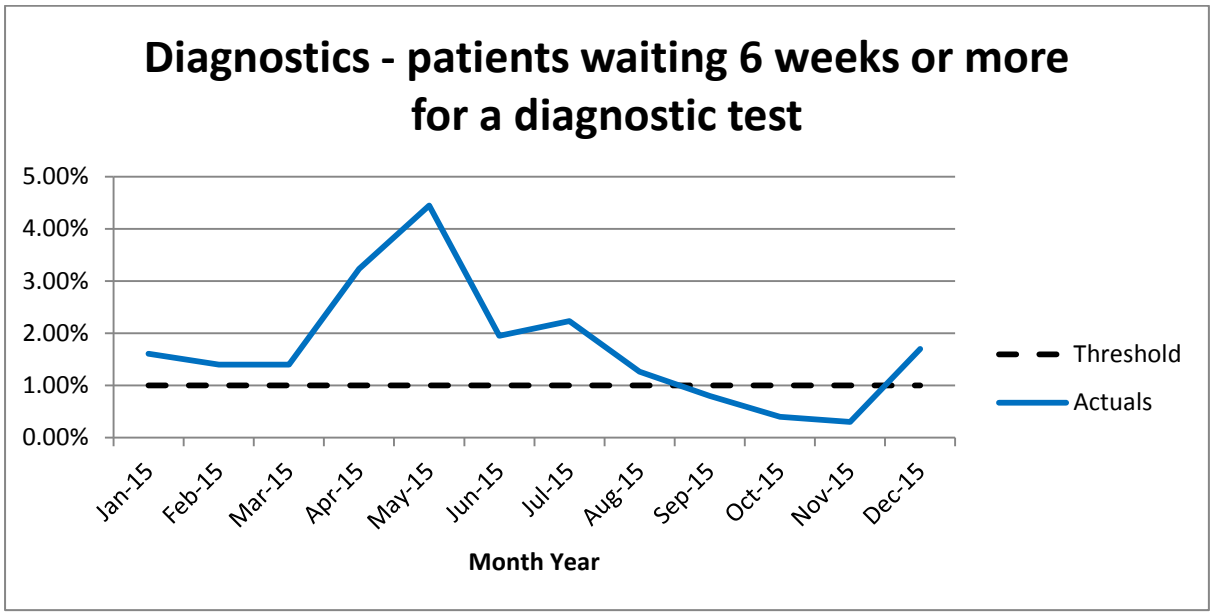


Figure 35 - Number of patients waiting over 52 weeks for the period January 2015 – December 2015

2.5.2 Responsive: Diagnostics

The Trust did not meet the monthly 6 week diagnostic waiting time standard in December with 1.7 per cent waiting over 6 weeks against the 1 per cent tolerance.

This was related to a specific issue relation to an operational estates failure. This was completely unforeseen and led to cancellations that could not be rebooked in month. All of these patients have been rebooked within the month of January and therefore the Trust is confident that the 6 week diagnostic standard will be reported within the tolerance levels from January.

Diagnostics demand and capacity planning exercise

The regional tripartite (NHS England, Trust Development Authority and Monitor) are establishing a system wide programme of work aimed at improving the resilience of diagnostics across London as part of the wider discussions about elective and non-elective plans to deliver the national constitutional targets including RTT and Cancer.

This initiative is as a result of predicted increases in demand due to year on year increases in suspected cancer referrals and also increases in elective RTT referrals. In addition, the new NICE suspected cancer guidance will also increase suspected cancer referrals and will also increase the range and volume of direct access to diagnostic tests available to GPs. The Trust has been asked to take part in a capacity and demand planning exercise and submit data during January 2016 to feed into this capacity planning exercise.

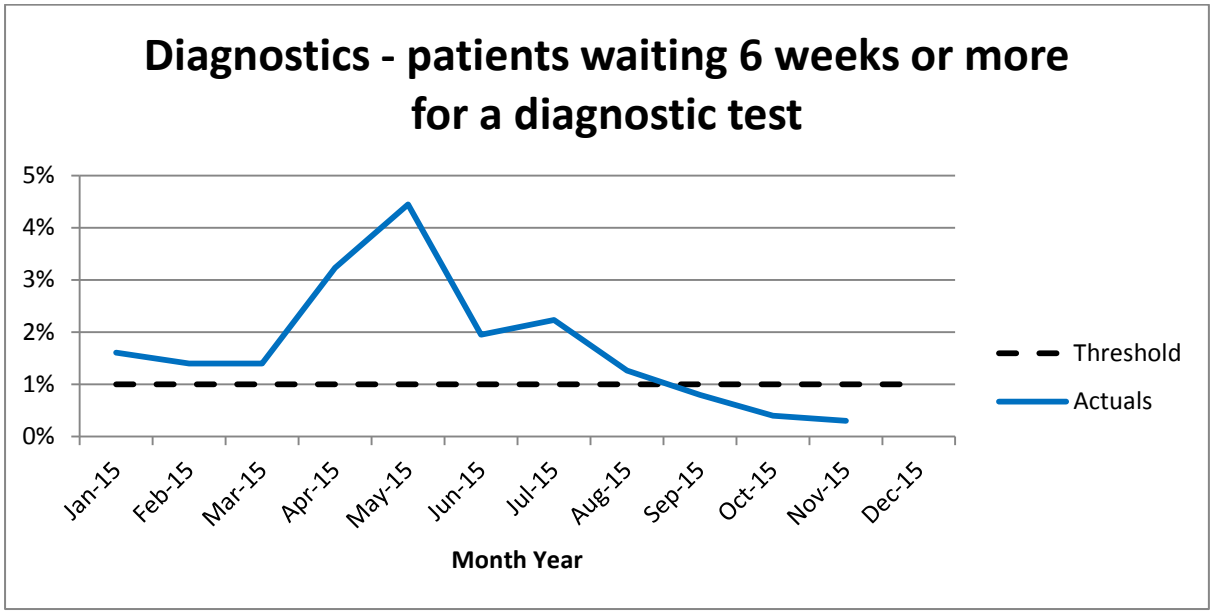


Figure 36 - Percentage of patients waiting over 6 weeks for a diagnostic test by month for the period January 2015 – December 2015

2.5.3 Responsive: Accident and Emergency

Performance against the four hour access standard for patients attending Accident and Emergency remained challenged at 88.52 per cent in December.

The Trust has been working closely with the local health system to develop detailed site based action plans. It is not expected that the Trust will achieve the 95 per cent 4 hour wait standard at the St Mary's site within the 2015/16 financial year. However, it is projected, that the CXH site will be fully compliant by March 2016. The HH

urgent care centre consistently delivers performance well within the national thresholds.

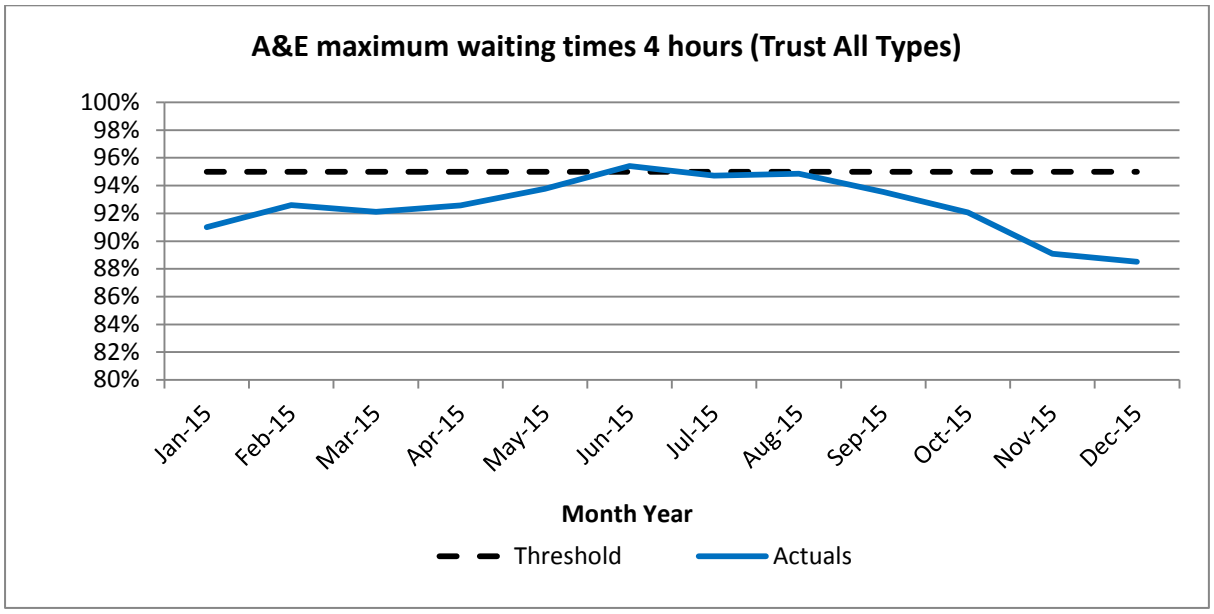


Figure 37 – A&E Maximum waiting times 4 hours (Trust All Types) for the period January 2015 – December 2015

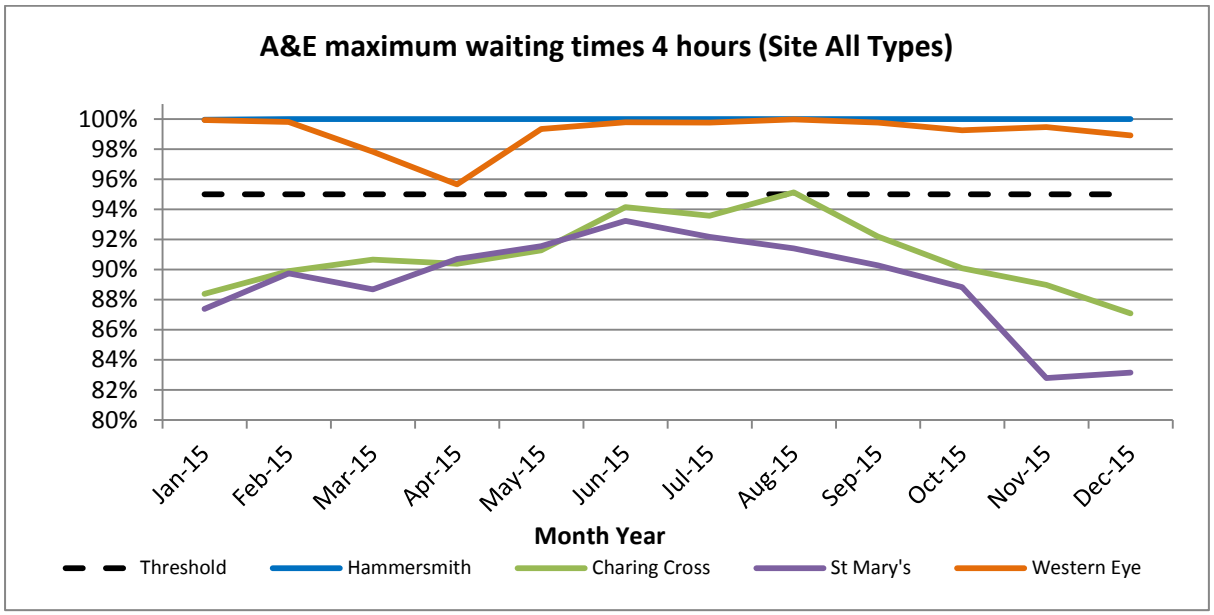


Figure 38 – A&E Maximum waiting times (Site All Types) 4 hours for the period January 2015 – December 2015

2.5.4 Responsive: Cancer

In January, performance is reported for the cancer waiting times standards in November. In November, the Trust achieved seven of the eight national cancer standards.

The Trust underperformed against the 62-day national screening target, delivering performance of 79.4 per cent against a 90 per cent target. Tolerance against this standard is low due to the low numbers of cancers diagnosed through screening services. Three of four breaches related to patient initiated delays in the diagnostic and treatment phase of the breast screening pathway and one breach related to delays at another hospital site after repatriation from the breast screening service. The breast screening service has agreed to align its tracking and escalation processes with CWT requirements and to provide clinical contact with patients who are failing to engage with the service at an earlier point than is required by the breast screening guidelines to support delivery of the standard. The Trust is currently validating the December and Quarter 3 position to recover the performance position for quarter end.

The Trust delivered against all other standards in November, and expects to continue to do so in both December and for Quarter 3.

Indicator	Standard	Q2 15/16	Nov-15
Two week GP referral to 1st outpatient, cancer (%)	93.0%	93.3%	93.9%
Two week GP referral to 1st outpatient – breast symptoms (%)	93.0%	94.1%	93.4%
31 day wait from diagnosis to first treatment (%)	96.0%	96.4%	96.9%
31 day second or subsequent treatment (surgery) (%)	94.0%	97.5%	100%
31 day second or subsequent treatment (drug) (%)	98.0%	100%	100%
31 day second or subsequent treatment (radiotherapy) (%)	94.0%	99.7%	98.9%
62 day urgent GP referral to treatment for all cancers (%)	85.0%	85.3%	88.6%
62 day urgent GP referral to treatment from screening (%)	90.0%	94.3%	79.4%

Table 1 - Performance against national cancer standards for November 2015 and Q2 15/16

2.5.5 Responsive: Outpatient DNA rates

Missed hospital outpatient appointments, known as Did Not Attends (DNAs) occur where a patient fails to attend an arranged appointment without cancelling it beforehand. DNAs are estimated to cost the NHS an average of £108 per appointment. When a patient does not attend for their outpatient appointment, they may be discharged back to the care of their GP. This can represent an inefficiency to both the hospital and to the GP practice, i.e. where a further GP appointment is used to make a re-referral to the hospital consultant.

The overall DNA rate for December was 12.2%. This was a slight increase from the November performance.

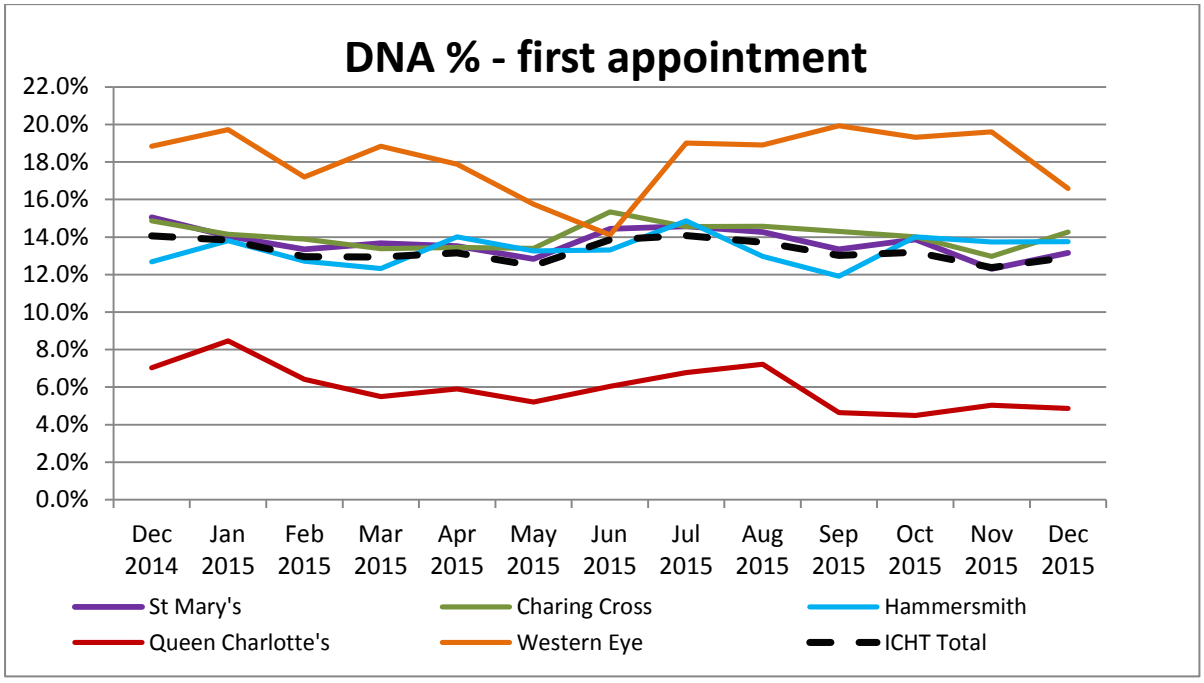


Figure 39 – First outpatient DNA rate (Site and Trust) for the period December 2014 – December 2015

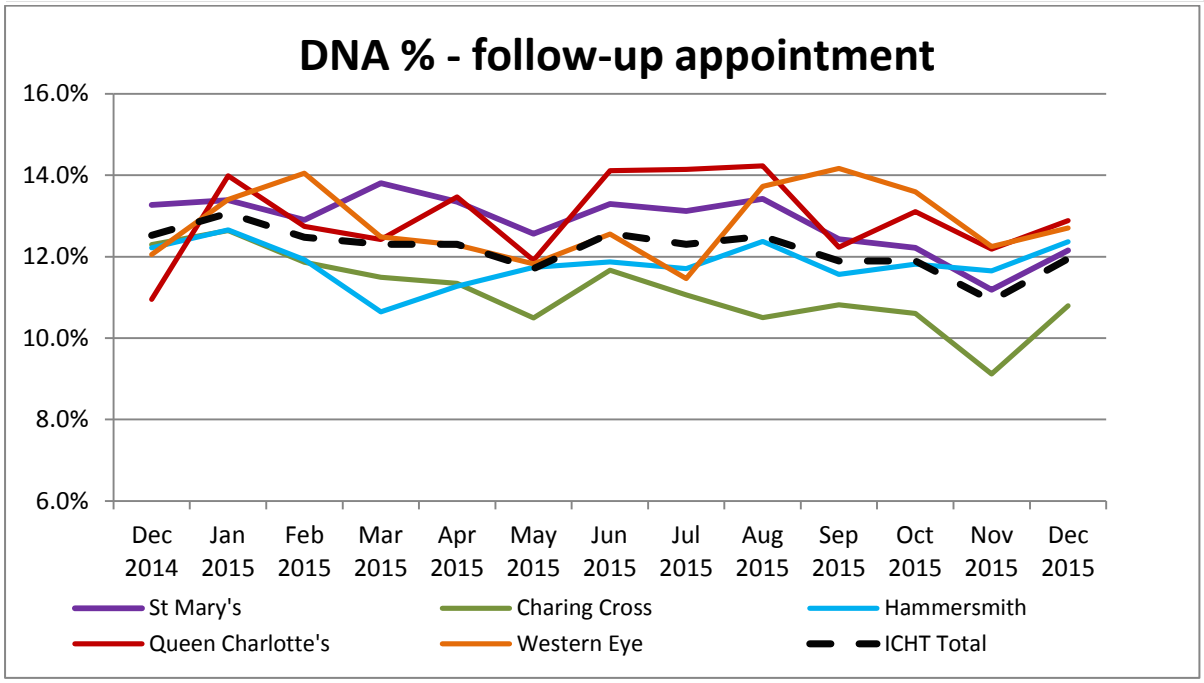


Figure 40 – Follow up outpatient DNA rate (Site and Trust) for the period December 2015 – December 2015

2.5.6 Responsive: Hospital Appointment Cancellations (hospital instigated)

Appointments are sometimes cancelled by a service within the hospital. This should only occur in very limited circumstances – such as in an emergency or when a member of staff is ill. Hospital instigated cancellations impact on the hospital's efficiency and potentially delays treatment for our patients. The overall Trust performance has remained relatively static; the performance for November was 7.17%.

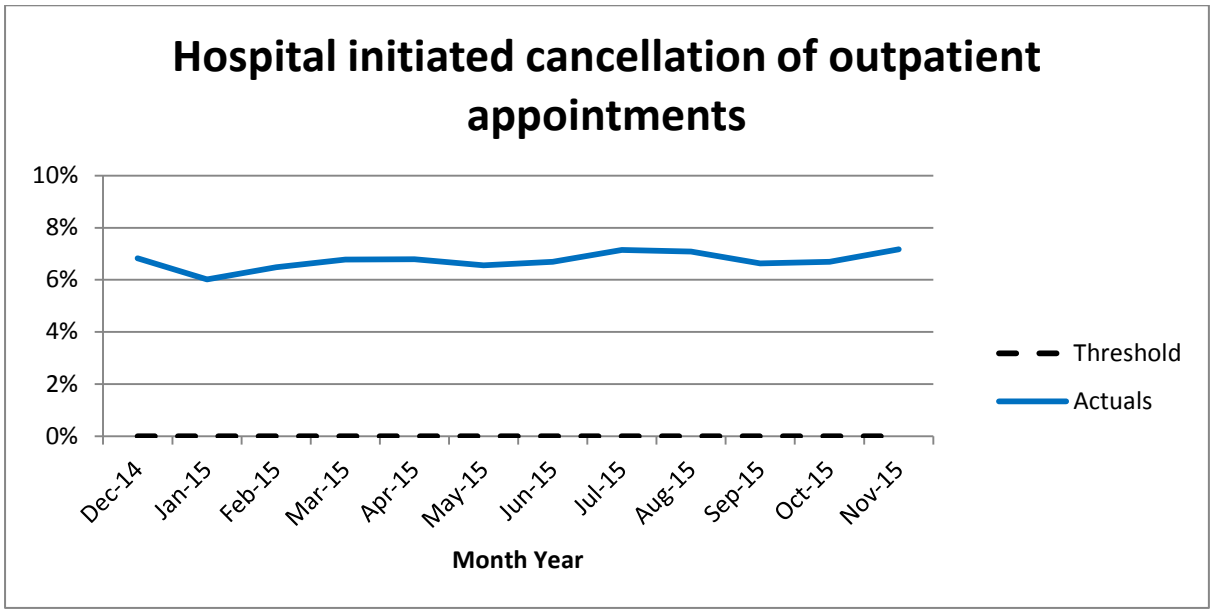


Figure 41a – Outpatient Hospital instigated cancellation rate (Trust level) for the period December 2014 – November 2015

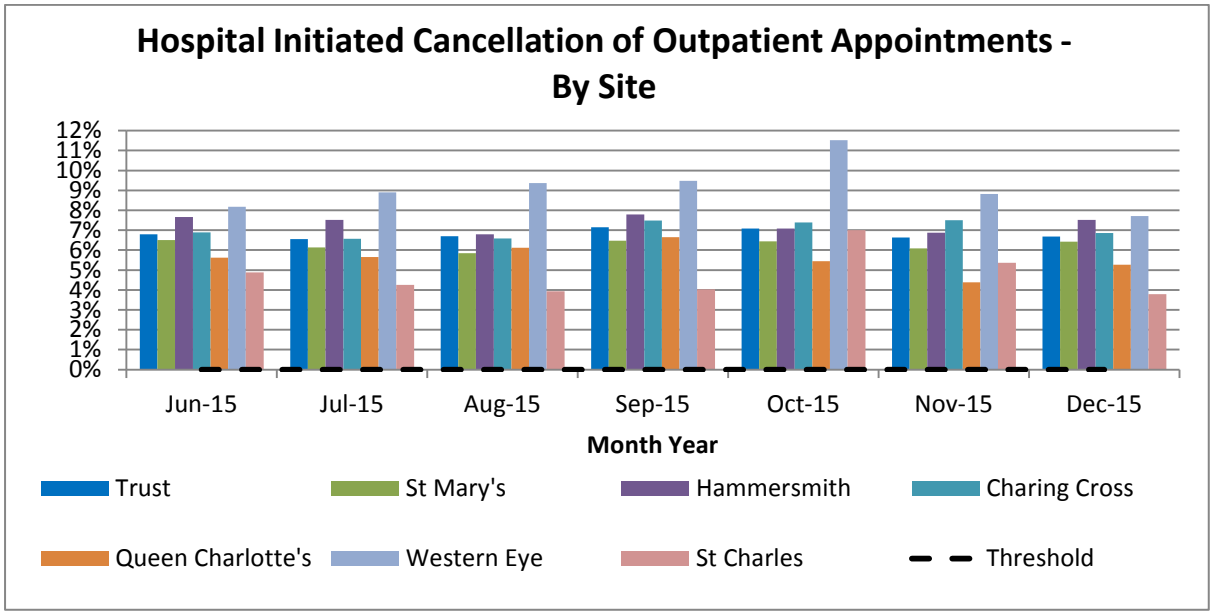


Figure 42b – Outpatient Hospital instigated cancellation rate (Site level) for the period June 2015 – November 2015

3. Finance

Please refer to the Monthly Finance Report for the Finance narrative.

Appendix 1

December 2015

Monthly Planned Nursing/Midwife Staffing hours versus Nursing/Midwife staffing hours actually worked

			Day						Night					
			Registered Nurses/Midwives			Care Staff			Registered Nurses/Midwives			Care Staff		
Division	Hospital Site Name	Ward Name	Total Monthly Planned Staff Hours	Total Monthly Actual Staff Hours	% Filled	Total Monthly Planned Staff Hours	Total Monthly Actual Staff Hours	% Filled	Total Monthly Planned Staff Hours	Total Monthly Actual Staff Hours	% Filled	Total Monthly Planned Staff Hours	Total Monthly Actual Staff Hours	% Filled
Medicine	Charing Cross Hospital - RYJ02	10 North Ward	1846.0	1729.0	93.7%	632.5	552.0	87.3%	862.5	862.5	100.0%	494.5	494.5	100.0%
Medicine	Charing Cross Hospital - RYJ02	11 South Ward	2323.0	2227.0	95.9%	402.5	379.5	94.3%	2196.5	2107.5	95.9%	414.0	389.8	94.2%
Medicine	Charing Cross Hospital - RYJ02	4 South Ward	1690.5	1633.0	96.6%	805.0	701.5	87.1%	1081.0	1046.5	96.8%	795.0	772.0	97.1%
Medicine	Charing Cross Hospital - RYJ02	5 South Ward	1796.0	1785.0	99.4%	0.0	0.0	100.0%	1759.5	1759.5	100.0%	11.5	11.5	100.0%
Medicine	Charing Cross Hospital - RYJ02	5 West Ward	2165.0	2102.0	97.1%	951.0	770.5	90.5%	1817.0	1782.5	98.1%	895.5	851.0	96.1%
Medicine	Charing Cross Hospital - RYJ02	8 South Ward	1842.5	1804.5	97.9%	1403.0	1276.5	91.0%	1080.0	1068.5	98.9%	1161.5	1104.0	95.0%
Medicine	Charing Cross Hospital - RYJ02	8 West Ward	1449.0	1368.5	94.5%	1167.5	1100.0	94.2%	1069.5	1069.5	100.0%	911.5	887.0	97.3%
Medicine	Charing Cross Hospital - RYJ02	9 North Ward	2792.5	2393.5	85.7%	1012.0	896.5	88.8%	2162.0	2060.3	95.3%	402.5	391.0	97.1%
Medicine	Charing Cross Hospital - RYJ02	9 South Ward	1357.0	1345.5	99.2%	423.7	423.7	100.0%	713.0	713.0	100.0%	759.0	747.5	98.5%
Medicine	Charing Cross Hospital - RYJ02	9 West Ward	1463.0	1429.0	97.7%	713.0	644.5	90.4%	713.0	712.7	100.0%	713.0	690.0	96.8%
Medicine	St Mary's Hospital (HQ) - RYJ01	Almroth Wright Ward	2108.3	1926.3	91.4%	771.4	713.9	92.5%	1781.8	1757.5	98.6%	793.5	782.0	98.6%
Medicine	St Mary's Hospital (HQ) - RYJ01	AMU	1394.5	1265.0	90.7%	690.5	538.5	78.0%	1081.0	1035.0	95.7%	483.0	460.0	95.2%
Medicine	Hammersmith Hospital - RYJ03	C8 Ward	1472.0	1426.0	96.9%	713.0	681.5	95.6%	1472.0	1426.0	96.9%	724.5	701.8	96.9%
Medicine	Hammersmith Hospital - RYJ03	Christopher Booth Ward	1931.0	1769.0	91.6%	742.0	683.0	92.0%	1069.5	1068.3	99.9%	414.0	414.0	100.0%
Medicine	St Mary's Hospital (HQ) - RYJ01	Douglas Ward SR	1902.5	1705.3	89.6%	42.0	34.5	82.1%	1966.5	1744.0	88.7%	23.0	23.0	100.0%
Medicine	Hammersmith Hospital - RYJ03	Dewardener Ward	1409.8	1384.5	98.3%	0.0	0.0	100.0%	1426.0	1403.0	98.4%	0.0	0.0	100.0%
Medicine	Hammersmith Hospital - RYJ03	Fraser Gamble Ward	1202.5	1170.0	97.3%	1058.0	1026.0	97.0%	966.0	954.5	98.8%	736.0	713.0	96.9%
Medicine	St Mary's Hospital (HQ) - RYJ01	Grafton Ward	1813.0	1757.0	96.9%	1299.5	1230.5	94.7%	1069.5	1000.5	93.5%	1299.5	1253.5	96.5%
Medicine	Hammersmith Hospital - RYJ03	Handfield Jones Ward	1451.5	1376.5	94.8%	760.0	705.2	92.8%	1069.5	1046.5	97.8%	470.8	443.7	94.2%
Medicine	Hammersmith Hospital - RYJ03	John Humphrey Ward	1454.5	1347.5	92.6%	967.5	918.0	94.9%	954.5	931.5	97.6%	563.5	552.0	98.0%
Medicine	St Mary's Hospital (HQ) - RYJ01	Joseph Toynbee Ward	1065.0	997.5	93.7%	551.5	487.0	88.3%	1058.0	1046.5	98.9%	598.5	575.5	96.2%
Medicine	Hammersmith Hospital - RYJ03	Kerr Ward	1420.3	1397.5	98.4%	690.0	690.0	100.0%	1069.5	1069.5	100.0%	391.0	356.5	91.2%
Medicine	Charing Cross Hospital - RYJ02	Lady Skinner Ward	1069.5	1001.0	93.6%	714.0	659.7	92.4%	713.0	713.0	100.0%	368.0	356.5	96.9%
Medicine	St Mary's Hospital (HQ) - RYJ01	Manvers Ward	1421.5	1410.0	99.2%	713.0	690.0	96.8%	1426.0	1380.0	96.8%	724.5	724.5	100.0%
Medicine	Hammersmith Hospital - RYJ03	Peters Ward	1325.3	1259.5	95.0%	720.0	686.0	95.3%	974.5	905.5	92.9%	368.0	345.0	93.8%
Medicine	St Mary's Hospital (HQ) - RYJ01	Lewis Lloyd	1058.0	1009.5	95.4%	1131.0	1035.5	91.6%	702.5	702.5	100.0%	1173.0	1150.0	98.0%
Medicine	St Mary's Hospital (HQ) - RYJ01	Samuel Lane Ward	1656.0	1644.5	99.3%	717.0	665.0	92.7%	1288.0	1262.5	98.0%	414.0	414.0	100.0%
Medicine	St Mary's Hospital (HQ) - RYJ01	Thistlewaite Ward	1479.0	1467.5	99.2%	770.5	678.5	88.1%	1127.0	1127.0	100.0%	448.5	437.0	97.4%
Medicine	St Mary's Hospital (HQ) - RYJ01	Witherow Ward	1066.5	985.0	92.4%	741.5	635.8	85.7%	713.0	702.5	98.5%	759.0	747.5	98.5%
Surgery and Cancer/Clinical Haem	Charing Cross Hospital - RYJ02	10 South Ward	2104.0	1866.8	88.7%	636.0	627.8	98.7%	1322.5	1265.0	95.7%	23.0	23.0	100.0%
Surgery and Cancer/Clinical Haem	Charing Cross Hospital - RYJ02	6 North Ward	2137.0	2011.5	94.1%	724.5	644.0	88.9%	1068.0	1056.5	98.9%	851.0	816.5	95.9%
Surgery and Cancer/Clinical Haem	Charing Cross Hospital - RYJ02	6 South Ward	1357.0	1242.0	91.5%	651.5	563.5	86.5%	828.0	736.0	88.9%	276.0	276.0	100.0%
Surgery and Cancer/Clinical Haem	Charing Cross Hospital - RYJ02	7 North Ward	1955.5	1912.0	97.8%	794.3	679.3	85.5%	1391.5	1357.0	97.5%	759.0	747.5	98.5%
Surgery and Cancer/Clinical Haem	Charing Cross Hospital - RYJ02	7 South Ward	1382.5	1294.5	93.6%	581.0	498.5	85.8%	989.0	988.0	99.9%	172.5	172.5	100.0%
Surgery and Cancer/Clinical Haem	Hammersmith Hospital - RYJ03	A6 CICU	3052.0	2989.5	97.3%	298.5	298.5	100.0%	3036.4	3024.9	99.6%	69.0	69.0	100.0%
Surgery and Cancer/Clinical Haem	Hammersmith Hospital - RYJ03	A7 Ward & CCU	2156.0	2056.5	95.4%	447.5	396.0	88.9%	1736.5	1714.0	98.7%	563.5	552.0	98.0%
Surgery and Cancer/Clinical Haem	Hammersmith Hospital - RYJ03	A8 Ward	1642.9	1488.4	90.6%	724.5	701.5	96.8%	1069.5	1045.8	97.8%	115.0	115.0	100.0%
Surgery and Cancer/Clinical Haem	Hammersmith Hospital - RYJ03	A9 Ward	1340.0	1340.0	100.0%	276.0	264.5	95.8%	1046.5	1046.5	100.0%	276.0	253.0	91.7%
Surgery and Cancer/Clinical Haem	St Mary's Hospital (HQ) - RYJ01	Albert Ward	1835.0	1718.5	93.7%	977.5	939.8	96.1%	1081.0	1046.5	96.8%	908.5	908.5	100.0%
Surgery and Cancer/Clinical Haem	St Mary's Hospital (HQ) - RYJ01	Charles Pannett Ward	2713.0	2563.5	94.5%	715.5	609.5	85.2%	2081.5	1989.5	95.6%	713.0	655.5	91.9%
Surgery and Cancer/Clinical Haem	Hammersmith Hospital - RYJ03	D7 Ward	1322.5	1322.5	100.0%	218.5	218.0	99.8%	713.0	713.0	100.0%	379.5	379.0	99.9%
Surgery and Cancer/Clinical Haem	Hammersmith Hospital - RYJ03	Dacie Ward	1559.0	1559.0	100.0%	195.0	145.5	74.6%	1056.0	1011.3	95.8%	23.0	23.0	100.0%
Surgery and Cancer/Clinical Haem	Charing Cross Hospital - RYJ02	Intensive Care CXH	5616.0	5492.8	97.8%	688.5	678.0	98.5%	5451.0	5426.5	99.6%	92.0	92.0	100.0%
Surgery and Cancer/Clinical Haem	Hammersmith Hospital - RYJ03	Intensive care HH	5263.8	5134.3	97.5%	356.5	356.5	100.0%	5225.0	5087.0	97.4%	92.0	92.0	100.0%
Surgery and Cancer/Clinical Haem	St Mary's Hospital (HQ) - RYJ01	Intensive Care SMH	5776.0	5506.7	95.3%	411.5	402.5	97.8%	5924.5	5614.0	94.8%	448.5	425.5	94.9%
Surgery and Cancer/Clinical Haem	St Mary's Hospital (HQ) - RYJ01	Major Trauma Ward	1946.0	1779.0	91.4%	624.3	559.8	89.7%	1633.0	1610.0	98.6%	586.5	575.0	98.0%
Surgery and Cancer/Clinical Haem	St Mary's Hospital (HQ) - RYJ01	Patterson Ward	1242.0	1143.0	92.0%	356.5	356.5	100.0%	713.0	713.0	100.0%	356.5	356.5	100.0%
Surgery and Cancer/Clinical Haem	Charing Cross Hospital - RYJ02	Riverside	2555.0	2205.2	86.3%	1050.3	920.8	87.7%	1350.0	1161.5	86.0%	621.0	586.5	94.4%
Surgery and Cancer/Clinical Haem	St Mary's Hospital (HQ) - RYJ01	Valentine Ellis Ward	2124.0	1963.5	92.4%	778.0	674.3	86.7%	1795.0	1657.5	92.3%	598.0	563.5	94.2%
Surgery and Cancer/Clinical Haem	Hammersmith Hospital - RYJ03	Weston Ward	1395.0	1395.0	100.0%	272.0	237.5	87.3%	1045.5	1034.0	98.9%	11.5	11.5	100.0%
Surgery and Cancer/Clinical Haem	St Mary's Hospital (HQ) - RYJ01	Zachary Cope Ward	2874.8	2655.2	92.4%	724.5	682.5	94.2%	2171.5	2032.0	93.6%	736.0	713.0	96.9%
Women and Children's	St Mary's Hospital (HQ) - RYJ01	Aleck Bourne 2 Ward	5178.1	4798.7	92.7%	1703.3	1544.7	90.7%	4623.0	4496.5	97.3%	1482.7	1334.2	90.0%
Women and Children's	Queen Charlotte's Hospital - RYJ04	Birth Centre QCCH	1162.8	1162.0	99.9%	356.5	310.5	87.1%	713.0	713.0	100.0%	356.5	356.5	100.0%
Women and Children's	St Mary's Hospital (HQ) - RYJ01	Birth Centre SMH	1058.0	1054.5	99.7%	0.0	0.0	100.0%	736.0	736.0	100.0%	310.5	310.5	100.0%
Women and Children's	Queen Charlotte's Hospital - RYJ04	Edith Dare Postnatal Ward	2144.0	2091.5	97.6%	1111.0	1021.0	91.9%	1427.0	1404.0	98.4%	1069.5	1035.0	96.8%
Women and Children's	St Mary's Hospital (HQ) - RYJ01	GRAND UNION WARD	2299.8	2115.8	92.0%	46.0	46.0	100.0%	2323.0	2219.5	95.5%	92.0	92.0	100.0%
Women and Children's	St Mary's Hospital (HQ) - RYJ01	GREAT WESTERN WD	2703.0	2557.8	94.6%	368.0	368.0	100.0%	2525.8	2388.0	94.5%	414.0	414.0	100.0%
Women and Children's	St Mary's Hospital (HQ) - RYJ01	Lillian Holland Ward	1147.0	1067.9	93.1%	615.0	611.0	99.3%	713.0	712.1	99.9%	356.5	356.5	100.0%
Women and Children's	Queen Charlotte's Hospital - RYJ04	Neo Natal	4263.0	3886.6	91.2%	185.0	177.5	95.9%	4059.5	3760.0	92.6%	241.5	241.5	100.0%
Women and Children's	St Mary's Hospital (HQ) - RYJ01	NICU	2345.0	2276.0	97.1%	342.5	342.5	100.0%	2370.0	2268.5	95.7%	322.0	322.0	100.0%
Women and Children's	St Mary's Hospital (HQ) - RYJ01	PICU	3989.5	3600.0	90.2%	0.0	0.0	100.0%	3797.8	3592.0	94.6%	0.0	0.0	100.0%
Women and Children's	Queen Charlotte's Hospital - RYJ04	QCCH labour	4896.3	4667.3	95.3%	868.3	841.5	96.9%	4300.0	4128.0	96.0%	712.7	712.7	100.0%
Women and Children's	Hammersmith Hospital - RYJ03	Victor Bonney Ward	1675.5	1574.8	94.0%	723.5	649.0	89.7%	920.0	920.0	100.0%	333.5	333.0	99.9%

Imperial College Healthcare NHS Trust

Report to:	Date of meeting
Trust board - public	27 January 2016

Financial Results – Month 09 - December

Executive summary:

Introduction

This report provides a brief summary of the Trust's financial results for the 9 months ended 31 December 2015. The Trust Board is asked to note this paper and the actions proposed to mitigate and recover the position going forward.

Summary

After nine months the Trust is reporting a deficit of £25.4m; an adverse variance to plan of £11.7m. This is significant and of concern but is broadly consistent with trends from previous months and the Trust forecast has not worsened. The table below provides a summary of the income and expenditure position.

	In Month			Year To Date (Cumulative)		
	Plan £000s	Actual £000s	Variance £000s	Plan £000s	Actual £000s	Variance £000s
Total Income	85,850	85,846	(4)	764,311	748,485	(15,826)
Total Expenditure	(82,837)	(84,458)	(1,621)	(743,025)	(739,527)	3,498
Earning Before Interest, Tax Depreciation and Amortisation	3,013	1,388	(1,625)	21,286	8,958	(12,328)
SURPLUS / (DEFICIT) including donated asset Treatment	(150)	(2,346)	(2,196)	(12,403)	(25,305)	(12,902)
SURPLUS / (DEFICIT)	**(918)**	**(2,469)**	**(1,551)**	**(13,812)**	**(25,483)**	**(11,671)**

Whilst income is ahead of levels delivered at this point last year, the Trust is not achieving its ambitious growth targets in either NHS or Private income. NHS commissioners are aggressively challenging many elements of our activity and provisions have been made for this. Overall expenditure is below plan. The annual plan is for a deficit of £18.5m; the most recent forecast which takes account of the M9 result, indicates the Trust will be significantly adverse to this. The Executive continue to implement stringent cost minimisation plans, especially in non patient-facing activities. Further mitigating actions are being discussed with commissioners and the TDA.

Revenue

The Appendix provides a summary of the position after 9 months.

NHS Activity and Income

The summary table shows the position by division.

Divisions	Year to Date (Activity)			Year to Date (Income)		
	Plan	Actual	Variance	Plan £000s	Actual £000s	Variance £000s
A - Medicine	2,054,486	1,510,692	(543,794)	225,066	226,063	997
B - Surgery and Cancer	1,049,741	1,118,711	68,970	232,046	233,225	1,179
C - Investigative Sciences and Clinical Support	1,608,377	1,712,891	104,514	25,146	26,317	1,171
D - Womens and Childrens	227,746	229,963	2,217	86,846	83,382	(3,464)
X/Z - Central Divisional Total	89,729	84,254	(5,475)	16,075	7,057	(9,017)
			0			
YTD DECEMBER's ACTIVITY & INCOME	5,030,079	4,656,511	(373,568)	585,178	576,044	(9,134)

[Note: The Central division reports those revenue streams from NHS commissioners that are not for direct patient care or managed through patient care facilities controlled by the clinical divisions (such as for patient transport); or items that have a 'contra' impact on expenditure.]

Notably income from critical care (-13%) and elective (-3%) are below plan, whilst non-elective income is 3% ahead of plan. Within elective care day case activity is above plan whilst in-patient activity is behind plan with a switch of some activity to day case.

Private Care income

Private care income continues to underperform, by £4.8m year-to-date at M9, although the runrate improvement noted at M7 has been maintained and monthly underperformance is now closer to £0.3m compared with £0.7m for the first six months.. The division has agreed a revised forecast for the remainder of the year and is on track to deliver this.

Clinical Divisions

The devolved financial position for clinical divisions is set out in the table below.

		In Month			Year to Date (Cumulative)		
		Plan £000s	Actual £000s	Variance £000s	Plan £000s	Actual £000s	Variance £000s
Division of Medicine	Income	1,003	739	(264)	9,142	9,681	539
	Pay	(11,793)	(12,387)	(594)	(106,080)	(109,137)	(3,058)
	Non Pay	(3,655)	(4,052)	(397)	(32,669)	(34,471)	(1,802)
Division Of Medicine Total		**(14,445)**	**(15,699)**	**(1,255)**	**(129,607)**	**(133,927)**	**(4,321)**
Division of Women and Children	Income	679	295	(384)	5,692	2,785	(2,907)
	Pay	(6,565)	(6,307)	258	(57,869)	(55,295)	2,574
	Non Pay	(1,260)	(1,468)	(207)	(11,128)	(10,100)	1,027
Division Of Women And Children Total		**(7,146)**	**(7,480)**	**(333)**	**(63,305)**	**(62,610)**	**695**
Investigative Sciences & C S	Income	2,251	2,189	(62)	20,253	19,962	(291)
	Pay	(7,598)	(7,538)	59	(67,921)	(67,190)	731
	Non Pay	(2,990)	(2,922)	69	(27,019)	(27,287)	(268)
Investigative Sciences & C S Total		**(8,337)**	**(8,271)**	**66**	**(74,687)**	**(74,515)**	**172**
Surg, Canc & Cardiovasc Div	Income	496	(332)	(829)	4,468	727	(3,742)
	Pay	(14,253)	(14,351)	(98)	(127,972)	(128,522)	(550)
	Non Pay	(4,755)	(4,604)	151	(42,940)	(41,700)	1,240
Surg, Canc & Cardiovasc Div Total		**(18,512)**	**(19,287)**	**(776)**	**(166,444)**	**(169,495)**	**(3,051)**
Private Patients Directorate	Income	3,439	3,115	(324)	30,950	24,473	(6,477)
	Pay	(1,128)	(1,047)	81	(10,152)	(9,050)	1,102
	Non Pay	(968)	(862)	106	(8,735)	(8,450)	285
Private Patients Directorate Total		**1,343**	**1,207**	**(136)**	**12,063**	**6,973**	**(5,090)**
		(47,097)	**(49,531)**	**(2,434)**	**(421,979)**	**(433,574)**	**(11,595)**

The Division of Medicine is £4.3m adverse to plan year to date driven by a combination of below plan activity and income, combined with overspends on nursing (primarily for "specialing"; for patients requiring 1:1 care).

The Surgery Division is £3.1m adverse to plan year to date due primarily to below plan performance against the NHS income plan.
Private Health is adverse to plan year to date by £5m, £6.5m behind its income plan, partly offset by underspends on pay and non-pay.

Efficiency programme

CIP delivery in month 9 is showing an adverse in-month variance of £0.4m, at £2.9m against a plan of £3.3m, due to under achievement against both corporate and divisional schemes. YTD achievement of CIP has remained at 77% leading to a shortfall of £5.8m. The forecast position has worsened to 81% achievement of the £36.1 million target by year-end.
The position has deteriorated for Surgery, Cancer & Cardiovascular (forecast £0.9m worse than last month) and Women's & Children's (forecast £0.3m worse than last month). The underlying issues have been picked up and included in analysis of the overall performance for the divisions, and mitigating actions are being identified as part of the stretch programme and are actively monitored as part of the regular weekly / fortnightly meetings with the Divisions

Cash

The cash balance at the end of the month was £25.6m; £8.9m below plan. Our assessment remains that the cash position remains manageable for the remainder of the financial year.

Conclusion

The Trust is not meeting its financial and activity plans year to date and is forecasting that it will not meet its full year plan without exceptional, probably non-recurrent, adjustments. This is primarily due to the fact that the Trust is not meeting its ambitious growth targets for treating private patients, is overspending in Medicine Division and under-delivering activity in SC&C Division combined with much more challenge to the level of NHS activity which commissioners are prepared to remunerate. Whilst our NHS income levels are 4% above levels at this point last year, they remain lower than our plans.

The Executive continues to work internally to reduce costs while safeguarding quality and with the commissioners and the TDA to ensure fair remuneration for activity carried out. Very significant work is going on in preparation for 16/17 to ensure better alignment of expectations with our commissioners and to drive down our costs.

Recommendation to the Trust board:
The Trust board is asked to note the report

Trust strategic objectives supported by this paper:
To achieve excellent patients experience and outcomes, delivered efficiently and with compassion.

Author	**Responsible executive director**
Richard Alexander Chief Finance Officer	Richard Alexander Chief Finance Officer

Appendix

Statement of Comprehensive Income – 9 months to 31st December 2015

	In Month			Year To Date (Cumulative)		
	Plan £000s	Actual £000s	Variance £000s	Plan £000s	Actual £000s	Variance £000s
Income						
Clinical (excl Private Patients)	66,927	66,869	(58)	596,378	589,660	(6,718)
Private Patients	4,299	4,057	(242)	36,329	31,504	(4,825)
Research & Development & Education	8,996	9,622	626	80,977	84,544	3,567
Other	5,628	5,298	(330)	50,627	42,777	(7,850)
TOTAL INCOME	**85,850**	**85,846**	**(4)**	**764,311**	**748,485**	**(15,826)**
Expenditure						
Pay - In post	(44,248)	(42,021)	2,227	(391,272)	(372,240)	19,032
Pay - Bank	(1,203)	(2,817)	(1,614)	(14,705)	(23,712)	(9,007)
Pay - Agency	(2,650)	(4,340)	(1,690)	(25,199)	(40,203)	(15,004)
Drugs & Clinical Supplies	(21,480)	(23,298)	(1,818)	(192,806)	(202,093)	(9,287)
General Supplies	(2,881)	(2,992)	(111)	(25,936)	(26,693)	(757)
Other	(10,375)	(8,990)	1,385	(93,107)	(74,586)	18,521
TOTAL EXPENDITURE	**(82,837)**	**(84,458)**	**(1,621)**	**(743,025)**	**(739,527)**	**3,498**
Earnings Before Interest, Tax, Depreciation & Amortisation	**3,013**	**1,388**	**(1,625)**	**21,286**	**8,958**	**(12,328)**
Financing Costs	(3,163)	(3,734)	(571)	(33,689)	(34,263)	(574)
SURPLUS / (DEFICIT) including donated asset treatment	**(150)**	**(2,346)**	**(2,196)**	**(12,403)**	**(25,305)**	**(12,902)**
Donated Asset treatment	(768)	(123)	645	(1,409)	(178)	1,231
Impairment of Assets	0	0	-	0	0	-
SURPLUS / (DEFICIT)	**(918)**	**(2,469)**	**(1,551)**	**(13,812)**	**(25,483)**	**(11,671)**

Imperial College Healthcare NHS Trust

Report to:	Date of meeting
Trust board	27 January 2016

ICH Charity – move to independence

Executive summary:

In July 2015, the Trust board considered a paper which proposed independence for the ICHT charity, and approved the Chief Executive signing a letter of support to the Department of Health. Since then work has proceeded to move the Charity towards becoming a fully independent organisation with effect from 1 April 2016.

Conditions to such independence were outlined in an email from the Chairman of the Charity to the chief executive:

- The change was intended to strengthen the relationship between the Charity and the Trust;
- The principal objective of the Charity would remain supporting the Trust and its work;
- The Charity would build into its new arrangements formal representation for the Trust at the Charity's Board;
- The Trust would have the opportunity to comment on the Charity's Memorandum and Articles of Association (the equivalent of a Trust deed).

The Charity has asked the Trust to execute a Memorandum of Understanding (the current document is attached). The four principles above have been taken into account in its drafting. The proposed form of the charity is consistent with the guidance from the Charities Commission, includes the core legal commitments that the DH requires as a condition to the conversion, and is in line with other trust charities eg Royal Free London FT and King's College FT.

There are a couple of items where the Trust's legal advisors have suggested further review. These include:

- Ensuring further assurance of the basis of the working relationship and joint-working with the 'new' charity'
- Including clearer information on how the parties propose to work together
- Permission to use the 'Imperial College' mark in the 'new' Charity.

These areas will be satisfactorily agreed prior to the Trust signing the memorandum.

Quality impact:

The Trust, its patients, staff and wider stakeholders benefit significantly from the charity funds and wider support offered by the ICH Charity.

Financial impact:

The proposal is not expected to have a financial impact on the Charitable funds made available to the Trust, or any other arrangements in place in relation to the renting or leasing of space.

Risk impact:
Potential risks associated with the Charity's move to independence have been considered by the Trust and its legal advisors and are considered to be mitigated appropriated.
Recommendation to the Trust board:
The Trust board is asked to approve in principle the signing and sealing of the proposed memorandum of understanding on behalf of the Trust, and delegate authority to the Chief executive to finalise any further minor amendments.
Trust strategic objectives supported by this paper:
To achieve excellent patients experience and outcomes, delivered efficiently and with compassion.

Author	Responsible executive director
Jan Aps Trust company secretary	Dr Tracey Batten, Chief executive

DATED **2015**

(1) THE TRUSTEES OF IMPERIAL COLLEGE HEALTHCARE CHARITIES

(2) IMPERIAL COLLEGE HEALTHCARE CHARITIES

and

(3) IMPERIAL COLLEGE HEALTHCARE NHS TRUST

DEED OF UNDERSTANDING

THIS DEED OF UNDERSTANDING is dated 2015

PARTIES

(1) **THE TRUSTEES OF IMPERIAL COLLEGE HEALTHCARE CHARITIES**, of Charity Offices, Ground Floor, Clarence Memorial Wing, St Mary's Hospital, Praed Street, London W2 1NY, a body corporate under Part 12 of the Charities Act 2011, as trustees of Imperial College Healthcare Charities (the **ICHC**), a charitable trust registered in England with registration number 1128929 of St Mary's Hospital, and related charities (as hereinafter defined) (the **Trustee**).

(2) **IMPERIAL COLLEGE HEALTHCARE CHARITIES** a company limited by guarantee with company number [NUMBER] and a charity registered in England with registration number [NUMBER], whose registered office is at Charity Offices, Ground Floor, Clarence Memorial Wing, St Mary's Hospital, Praed Street, London W2 1NY (the **Receiving Charity**); and

(3) **IMPERIAL COLLEGE HEALTHCARE NHS TRUST** of The Bays, South Wharf Road, St Mary's Hospital, London W2 1NY (the **NHS Trust, which expression shall include any Successor Body**)

RECITALS

(A) This Deed is supplemental to the Government Response (as hereinafter defined), which outlines the process by which the trustees of an NHS Charity (as hereinafter defined), may resolve to transfer the undertaking of an NHS Charity to an Independent Charity (as hereinafter defined), (an **NHS Transfer**).

(B) The Government Response provided that an NHS Transfer would be conditional upon the NHS Charity first procuring:

- the consent of its associated NHS Body (the **Consent**); and
- a commitment from the NHS Body to transfer from the date of the NHS Transfer any legacies, donations and gifts which the NHS Body may receive to the Independent Charity (the **Commitment**).

(C) The Trustee is an incorporated body for the purposes of the Charities Act 2011 and comprises the trustees of the NHS Charity, being the ICHC, and the Receiving Charity is an Independent Charity (as hereinafter defined) for the purposes of the Government Response.

(D) The charitable objects of the Receiving Charity are materially identical to the Fund Objects.

(E) Subject to this Deed being entered into, it is proposed that the NHS Trust Development Authority shall appoint the Receiving Charity as the sole corporate trustee of ICHC with effect from 1 April 2016.

(F) On that same day and immediately subsequent to the appointment above, the Trustee shall procure an Order from the Charity Commission to dissolve the incorporated body of the Trustee, as a result of which legal title to the property, rights and obligations of ICHC (together 'the **ICHC Assets**') shall vest by operation of the Charities Act 2011 in the Receiving Charity as trustee, which shall hold the property on trust for the purposes of ICHC (the **transfer of legal title**).

(G) Again on 1 April 2016, immediately following the transfer of legal title the Receiving Charity, as trustee of ICHC, shall enter into a Deed with the Receiving Charity, as an Independent Charity, to assign the beneficial interest in the ICHC Assets to the Receiving Charity to hold absolutely, save for the Excluded Assets (as defined below).

(H) The Receiving Charity shall act as sole corporate trustee in respect of the Excluded Assets (as hereinafter defined).

(I) In accordance with the process set out in the Government Response the Trustee wishes to procure the Consent and Commitment of the NHS Trust prior to 1 April 2016 to enable the Trustee to transfer the undertaking of the ICHC to the Receiving Charity as outlined above.

(J) The parties wish to record the basis of their understanding in this Deed, which sets out the terms agreed by the parties in relation to the proposed transfer (including how they will work together following the transfer of the undertaking of ICHC) and acknowledges the additional steps required to bring the reorganisation to its fruition.

OPERATIVE PROVISIONS

1 Definitions

1.1 In this Deed

Assignment	means the assignment of all of the Trustee's rights, title and interest in the ICHC Fund save for the Excluded Assets to the Receiving Charity by means of a Deed of Assignment as envisaged in preamble (G) above;
Charity Commission	means the Charity Commission for England and Wales;
Excluded Assets	means the Permanent Endowment;
Fund Objects	means the statutory objects of the ICHC, which are also the objects of the Receiving Charity, being to further charitable purposes relating to the health service.
Gift	means any legacies, donations and gifts received in future by the NHS Trust to provide or improve any services or any facilities or accommodation which is or are, or will be, provided as part of the Health Service, or which assists the NHS Trust in connection with its functions with respect to research, but excluding any benefits in kind provided directly to the NHS Trust in furtherance of the Health Service;
ICHC Fund	means all property, title, rights and other assets of the ICHC;
Government Response	means the Government response to the consultation concerning the regulation and governance of NHS charities published on 14 March 2014;

Health Service	means the health service as defined in the NHS Act 2006, being the health service the SOSH is under a duty to promote;
Hospital	means hospital as defined in the NHS Act 2006;
Independent Charity	means a charity which (a) operates outside the NHS legislative framework; and (b) is subject to the exclusive supervisory, advisory and permission regulatory powers of the Charity Commission and subject to the Companies Act 2006;
NHS Act 2006	means the National Health Service Act 2006;
NHS Body	has the same meaning as provided by the NHS Act 2006 and includes the NHS Trust;
NHS Charity	means a charity which is linked to an NHS Body and derives its remit from NHS legislation;
Permanent Endowment	means any assets of the ICHC that are held subject to a permanent endowment restriction;
Related Charities	means the restricted funds and other charities of which ICHC is the trustee as more fully described in Schedule 1;
SOSH	means the Secretary of State for Health;
Successor Body	means any statutory body to whom the functions or activities of the NHS Trust are transferred by legislation relating to the National Health Service or by order of any relevant regulatory body and whose activities can be supported by the Receiving Charity pursuant to its charitable objects.

1.2 Unless the context otherwise requires the singular includes the plural and the masculine includes the feminine and vice versa.

1.3 Clause headings are for reference only and shall not be taken into consideration in their interpretation.

1.4 A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

2 Consent

2.1 Provided the Receiving Charity shall:

2.1.1 apply the assets, property, income and capital of the ICHC Fund only in furtherance of the Fund Objects; and

2.1.2 use the assets of the Related Charities solely to advance their respective charitable purposes;

the NHS Trust hereby consents to the Assignment.

3 Commitment to transfer Gifts

3.1 From the date of the Assignment and in exercise of the powers conferred on it by paragraph 14 of Schedule 4 of the NHS Act 2006 and of all other relevant powers the NHS Trust shall, if and insofar as it is legally entitled so to do:

(a) promptly transfer any Gift to the Receiving Charity subject to any restrictions on the purpose for which such a Gift may be applied and, in the absence of any such restrictions, in furtherance of the Fund Objects; and

(b) hold any Gift in trust and on a restricted basis for the Receiving Charity until it is transferred or paid.

4 Assignment

4.1 The parties agree that the Assignment shall be completed as soon as reasonably practicable, in a manner and on a date to be agreed by the Trustee, the NHS Trust and the SOSH.

5 Premises and staff

5.1 The parties will make suitable arrangements from time to time for the use of the premises of the NHS Trust to support the activities of the Receiving Charity, subject to compliance by the Receiving Charity and its staff of all relevant policies and procedures of the NHS Trust.

5.2 The NHS Trust will cooperate with the fundraising activities of the Receiving Charity including by the provision of access to its premises and staff on such terms as the parties may from time to time agree and subject to compliance by the Receiving Charity and its staff of all relevant policies and procedures of the NHS Trust.

6 Independence of Receiving Charity

The NHS Trust acknowledges and agrees that, following the Assignment, the NHS Trust will have no legal or other right, save as specified in this Deed, in relation to either the Receiving Charity or the ICHC Fund including its operations, the appointment and removal of trustees or the application of charitable funds.

7 Variation

This Deed may only be varied by written agreement of each of the parties.

8 Costs

Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this Deed.

9 Status

Nothing in this Deed is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

10 Dispute Resolution

10.1 If any dispute arises in connection with this agreement, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR notice**) to the other parties to the dispute requesting a mediation. A copy of the request should be sent to CEDR.

10.2 The mediation will start not later than 28 days after the date of the ADR notice.

11 Governing law and jurisdiction

This Deed shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

12 Counterparts

This Deed may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this Deed but all of the counterparts together shall constitute the same Deed.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

Related Charities

Signed as a deed by)
)
on behalf of **THE TRUSTEES OF IMPERIAL**)
COLLEGE HEALTHCARE CHARITIES,)
a body corporate under Part 12 of the Charities)
Act 2011 under an authority given under Section)
60(4) of that Act)
in the presence of) .....

Witness Signature .....

Witness Name .....
(block capitals)
Witness Address .....

.....

Signed as a deed by)
)
on behalf of **THE TRUSTEES OF IMPERIAL**)
COLLEGE HEALTHCARE CHARITIES,)
a body corporate under Part 12 of the Charities)
Act 2011 under an authority given under Section)
60(4) of that Act)
in the presence of) .....

Witness Signature .....

Witness Name .....
(block capitals)
Witness Address .....

.....

Signed as a deed by **IMPERIAL COLLEGE**)
HEALTHCARE CHARITIES acting by)
a director, in the presence of) .....
Director

Witness Signature .....

Witness Name .....
(block capitals)
Witness Address .....

.....

The seal of **IMPERIAL COLLEGE NHS TRUST**)
hereunto affixed is authenticated by)
)

……
Chief Executive/Authorised Signatory

……
Chief Executive/Authorised Signatory

Imperial College Healthcare NHS
NHS Trust

Report to:	Date of meeting
Trust board - public	27 January 2016

AHSC – revised joint working agreement

Executive summary:

The AHSC is a partnership between the Trust and Imperial College London (the College). Its mission is to utilise the research strengths of the College combined with the critical mass of the Trust to enhance healthcare for patients and populations.

A Joint Working Agreement (JWA) between the partner organisations was first developed and executed in 2013 to define the structures and joint arrangements of the AHSC. Since then the AHSC has evolved and new arrangements put in place. The AHSC Joint Executive Group, which oversees the operational stewardship and management of the AHSC, has therefore reviewed and revised the Joint Working Agreement to recognise formally all of the joint structures in place. These include:

- AHSC Directorate
- Joint Research Office
- Joint Research Compliance Office
- NIHR Biomedical Research Centre
- Clinical Academic Training Office

The revised JWA has been approved by each partner's legal counsel and is presented for Trust board approval.

Quality impact:

The mission of the AHSC is to ensure excellent patient care through the research and education strengths of Imperial College London combined with the critical mass of the Trust to enhance healthcare for patients and populations.

Financial impact:

There is no additional financial impact of this proposal above the Trust's agreed and existing financial commitment to the AHSC.

Details of the financials agreed for 2015/16 are provided in Appendix C of the agreement.

Risk impact:

The revisions create no additional risk in the Trust's commitment to the AHSC, and by articulating the structures in place seeks to reduce any potential risks.

Recommendation to the Trust board:

The Trust board is asked to approve the signing of the updated Joint Working Agreement.

Trust strategic objectives supported by this paper:

To achieve excellent patients experience and outcomes, delivered efficiently and with

compassion.

As an Academic Health Science Centre, to generate world leading research that is translated rapidly into exceptional clinical care.

Author	Responsible executive director
Angela Cooper (cover sheet)	Professor Jonathan Weber

DATE _____ 2016

Imperial College of Science, Technology and Medicine (1)

and

Imperial College Healthcare NHS Trust (2)

DEED OF AMENDMENT AND RESTATEMENT TO AHSC JOINT WORKING AGREEMENT

THIS DEED is made on_____ 2016

BETWEEN:

(1) Imperial College of Science, Technology and Medicine, a body corporate established by Royal Charter with registration number RC000231, whose office is at Exhibition Road, London SW7 2AZ (**Imperial College**); and

(2) Imperial College Healthcare NHS Trust, established by UK statutory instrument 2007/2755 of The Bays Building, South Wharf Road, Paddington, London W2 1NY (the **Trust**),

(each a **Party** and together the **Parties**).

WHEREAS

(A) Imperial College and the Trust entered into a joint working agreement dated 16 January 2013 in relation to the Imperial College Academic Health Science Centre (the "**Founding Members AHSC Joint Working Agreement**").

(B) The Parties have agreed to amend and restate the Founding Members AHSC Joint Working Agreement as set out in this deed.

AGREED TERMS

1) DEFINITIONS AND INTERPRETATION

a. Terms defined in the Founding Members AHSC Joint Working Agreement shall have the same meaning when used in this deed, unless defined below. In addition, the definitions below apply in this deed.

Founding Members AHSC Joint Working Agreement has the meaning given in recital (A).

Restated AHSC Joint Working Agreement the Founding Members AHSC Joint Working Agreement as amended and restated by this deed in the form set out in Schedule 1 to this deed.

Restatement Date 1 February 2016.

b. The rules of interpretation of the Founding Members AHSC Joint Working Agreement shall apply to this deed as if set out in this deed save that references in the Founding Members AHSC Joint Working Agreement to "this Deed" shall be construed as references to this deed.

c. The Schedule forms part of this deed and shall have effect as of set out in full in the body of this deed. Any reference to this deed includes the Schedule.

2) RESTATEMENT OF THE FOUNDING MEMBERS AHSC JOINT WORKING AGREEMENT

On and from the Restatement Date, the Founding Members AHSC Joint Working Agreement shall be amended and restated in the form set out in Schedule 1 so that the rights and obligations of the parties to the Restated AHSC Joint Working Agreement shall, on and from that date, be governed by and construed in accordance with the provisions of the Restated AHSC Joint Working Agreement.

3) MISCELLANEOUS

a. The provisions of clauses 17, 18 and 19 c. through j (inclusive) of the Founding Members AHSC Joint Working Agreement shall apply to this deed as if set out in full and so that references in those provisions to "this Deed" shall be construed as references to this deed and references to "Party" or "Parties" shall be construed as references to Parties to this deed.

b. This deed may be entered into by the Parties on separate counterparts and this has the same effect as if the seals and signatures on the counterparts were on a single copy of the deed.

4) GOVERNING LAW AND JURISDICTION

a. This deed and any non-contractual obligations arising out of or in connection with it, is governed by English law.

b. The courts of England have exclusive jurisdiction to settle any Dispute (including a Dispute in relation to non-contractual obligations arising out of or in connection with this deed or a dispute regarding the existence, validity or termination of this deed).

EXECUTED AS A DEED by the Parties and delivered on the date of this deed.

EXECUTED AS A DEED and the **COMMON SEAL**)
OF IMPERIAL COLLEGE OF SCIENCE,)
TECHNOLOGY AND MEDICINE was affixed in the)
presence of

Signature of Authorised Officer:

Authorised Officer's Name:

Signature of Authorised Officer:

Authorised Officer's Name:

EXECUTED AS A DEED and the **COMMON SEAL**)
of **IMPERIAL COLLEGE HEALTHCARE NHS**)
TRUST was affixed in the presence of:)

Signature of Authorised Officer:

Authorised Officer's Name:

Signature of Authorised Officer:

Authorised Officer's Name:

Schedule 1

Form of Amended and Restated AHSC Joint Working Agreement

DATE 16 January 2013

Amended and Restated on …….. 2016
but with effect from 1 February 2016

Imperial College of Science, Technology and Medicine (1)

and

Imperial College Healthcare NHS Trust (2)

AMENDED AND RESTATED AHSC JOINT WORKING AGREEMENT

THIS DEED was made on 16 January 2013 and amended and restated pursuant to a Deed of Amendment and Restatement on …….. 2016 but with effect from 1 February 2016

BETWEEN:

(1) Imperial College of Science, Technology and Medicine, a body corporate established by Royal Charter with registration number RC000231, whose office is at Exhibition Road, London SW7 2AZ (**Imperial College**); and

(2) Imperial College Healthcare NHS Trust, established by UK statutory instrument 2007/2755 of The Bays Building, South Wharf Road, Paddington, London W2 1NY (the **Trust**),

(each a **Party** and together the **Parties**).

WHEREAS

(A) Imperial College is a provider of education and research in science, engineering and medicine, with particular regard to their application in Industry, commerce and healthcare.

(B) The Trust is a provider of secondary and tertiary healthcare, training and research

(C) Following a new Department of Health competition in 2013, Imperial College and the Trust were designated as an academic health science centre (AHSC) for a further 5 years (April 2014 – March 2019)

(D) The Parties hereby agree to formalise pursuant to this Deed how they will work together in delivery of the AHSC, to ensure the objectives of the AHSC contained herein are achieved.

1) DEFINITIONS AND INTERPRETATION

Acknowledgement means wording indicating that Imperial College is the owner of the Trade Marks.

Act means the National Health Service Act 2006.

Agreed Form means the form (including but not limited to the stylisation, colour and font) of the Trust Name to be approved in writing by Imperial College, such approval not to be unreasonably delayed or withheld. The Agreed Form must not be identical or confusingly similar lo the form of the registered trade mark number 2322023 (the words "Imperial College London", written in dark blue and light blue colours). At the date of this Deed the Agreed Form is the Required Style.

Agreement for the Terms of the AHSC Director Post means the agreement to be entered into between the Parties in relation to the appointment of the AHSC Director.

Agreement for the Terms of the Research Director Post means the agreement (if any) between the Parties in relation to the appointment of a single individual as BRC Director and Director of

Research of the Trust and Vice-Dean (Research) of the Faculty of Medicine further details of which are set out in Clause 5.f.

Agreement for the Terms of the Director Clinical Academic Training means the agreement (if any) between the Parties in relation to the appointment of the Director Clinical Academic Training.

AHSC Director means the person appointed by the Parties pursuant to Clause 5.d to act as AHSC Director.

Background Intellectual Property means any and all Intellectual Property (other than the Trade Marks) which is owned by or licensed in whole or in part to either Party.

Biomedical Research Centre (BRC) means the Imperial NIHR BRC

Clinical Academic Training Office means the AHSC office established to oversee the research training programmes and trainees, both medical and non-medical, the single point of contact between Imperial College and the Trust for advice and information on academic careers, recruitment, training and funding.

Clinical Research Operations Office means the AHSC office established to oversee clinical research operations and delivery, including the NIHR Imperial BRC.

College Services means the provision of education and Research in science, engineering and medicine by Imperial College.

College Website means the website operated on behalf of Imperial College at the URL www.imperial.ac.uk.

Commercialisation Partner means a person appointed to, among other things, exploit Intellectual Property.

Confidential Information means, in relation to either Party, information relating to it which is made available (whether before or after this Deed is agreed) in writing, visual or machine readable form (including by fax and other forms of electronic transmission) or orally to the Receiving Party by the Disclosing Party and identified in writing as such or that ought to be considered as confidential and includes commercially sensitive information and any information which relates to the business, affairs, properties, assets, trading practices, developments, trade secret, Intellectual Property, know how, personnel, students and suppliers of a Party, but excludes information which:

a. is publicly available at the time of its disclosure; or

b. becomes publicly available following disclosure (other than as a result of disclosure by the Receiving Party or any other person contrary to the terms of this Deed); or

c. was lawfully in the Receiving Party's possession prior to disclosure under this Deed (as can be demonstrated by the Receiving Party's written records or other reasonable evidence) from a source free of any restriction as to its use or disclosure prior to its being so disclosed; or

d. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or

e. is independently developed by the Receiving Party without access to the Confidential Information; or

f. must be disclosed pursuant to a legal obligation placed upon the Receiving Party, including under the Freedom of Information Act 2000; or

g. is required to be disclosed pursuant to any request for information by any regulatory or statutory body or where disclosure is required pursuant to any applicable regulations, directions or guidance.

Disclosing Party means the Party disclosing Confidential Information to the other Party or on whose behalf Confidential Information is held by the other Party.

Dispute means any dispute or difference of whatsoever nature arising under, out of, in connection with or in relation (in any manner whatsoever) to this Deed including:

a. any dispute or difference concerning the initial or continuing existence of this Deed or any provision thereof or as to whether this Deed or any provision thereof is invalid, illegal or unenforceable (whether initially or otherwise); and

b. any dispute or claim which is ancillary or connected, in each case in any manner whatsoever, to the foregoing.

Domain Name means the domain name imperial.nhs.uk.

Effective Date means 1 October 2007.

Employing Party has the meaning given to that term in paragraph 4.2 of Schedule 4.

Employment Contract means the terms of employment between an Employing Party and the Joint Research Directorate Staff Member as may be amended from time to time in accordance with the Employing Party's usual procedures.

Faculty of Medicine means the Faculty of Medicine of Imperial College.

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time.

Foreground Intellectual Property means the Intellectual Property which is created jointly by employees (or other persons in respect of which the Trust or the University claim ownership of Intellectual Property) of both the Trust and the University during the term of this Deed.

Imperial College Mark means the trade mark "Imperial College", including but not limited to the registered trademarks set out in Schedule 2.

Imperial Mark means the trade mark "Imperial".

Intellectual Property means any invention or discovery, improvement, design, process, information, know how, copyright work (including without limitation rights in and to technical processes, systems, methods, software design, algorithms, code, scripts or other computer software), rights in databases, domain name, trade mark, trade name or get-up (whether registered or not and including applications for the same) and all other similar proprietary rights anywhere in the world.

IP Arbitration Committee means the committee established by the Parties pursuant to Clause 6.c.

IP Authorised Representative means the persons appointed by each of the Parties pursuant to Clause 6.a,

IP Committee means the committee of the Trust established pursuant to Clause 6.b.

Joint Research Directorate means the Directorate established by Imperial College and the Trust comprising the Joint Research Office, Joint Research Compliance Office, Clinical Research Operations Office and the Faculty of Medicine Research Strategy Office pursuant to Clause 8.a and 8.b

Joint Executive Group means the group established by the Parties pursuant to Clause 7.b

Joint Research Office means the office established by Imperial College and the Trust pursuant to Clause 8.

Joint Research Directorate Staff Member has the meaning given to that term in paragraph 4.1 of Schedule 4.

Joint Research Compliance Office means the office established by Imperial College and Trust pursuant to Clause 8.

Management Issues means all those matters arising under the Employment Contract requiring action, investigation and/or decisions by the Employing Party including in particular (by way of illustration only and without limitation) appraisals and performance issues; pay reviews and the award of other payments and benefits under the Employment Contract; periods of annual, sick or other leave; absence of the JRO Staff Member for any other reason; any complaint about the JRO Staff Member (whether or not that would be dealt with under the Employing Party's disciplinary procedure) and any complaint or grievance raised by the JRO Staff Member (whether or not that would be dealt with under the Employing Party's grievance procedure).

NHS means the National Health Service.

NHS Trust means an NHS trust established under the National Health Service Act 2006.

President means the person appointed as President of Imperial College in accordance with its Royal Charter.

Provost means the person appointed as Provost of Imperial College in accordance with its Royal Charter.

Receiving Party means the Party in receipt of Confidential Information from a Disclosing Party.

Request for Information shall have the meaning given in the FOIA or any apparent request for information under the FOIA.

Required Style means the form and manner, including but not limited to the stylisation, colour and font of the Trade Marks and the Trust Name as set out in Schedule 3.

Research means biomedical research at both the basic and applied levels.

Secretary of State means the Secretary of State for Health.

Services means the provision of services, including primary, community and acute health services, and all other services which the Trust is able to provide pursuant to the NHS Act 2006 and all sub-ordinate legislation.

Strategic Partnership Board means the board established by the Parties pursuant to Clause 6.a.

Trade Marks means the Imperial College Mark and the Imperial Mark.

Trade Mark Licence means the trade mark licence granted by Imperial College to the Trust in accordance with the terms set out in Schedule 1.

Territory means the United Kingdom.

Trust Name means the name "Imperial College Healthcare NHS Trust" (ICHT).

Trust Website means the website operated on behalf of the Trust at the URL http://www.imperial.nhs.uk .

Working Day means Monday through to Friday but will not include Saturdays, Sundays or public or bank holidays in England.

In this Deed (except where context otherwise requires):

a. Any reference to a recital, clause, appendix or schedule is to the relevant recital, clause, appendix or schedule of or to this Deed and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause, appendix or schedule in which it appears;

b. The Clause headings are included for convenience only and shall not affect the interpretation of this Deed;

c. Use of the singular includes the plural and vice versa;

d. Use of gender includes the other gender;

e. Any references to "persons" includes natural persons, firms, partnerships, companies, unincorporated associations, organisations, governments, states, foundation and trusts (in which case whether or not having separate legal personality) and all other legal entities; and

f. Any reference to a statute, statutory provision or subordinate legislation ("legislation") shall (except where the context otherwise requires} be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification} any such legislation.

g. A reference to a "law" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure, in each case of any jurisdiction whatever (and "lawful" and "unlawful" shall be construed accordingly).

h. A reference to an "official requirement" includes any rule, directive, request or guideline (whether or not having the force of law, but not being a law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

i. The Schedules, appendices and recitals form part of this Deed and shall have effect as if set out in full in the body of this Deed and any reference to this Deed includes the schedules, appendices and recitals.

j. In the event of any conflict between the provisions of this Deed and the provisions of the schedules or appendices, the provisions of this Deed shall prevail.

2) OBJECTIVES OF THE AHSC

a. Imperial College and the Trust hereby agree that the objectives of the AHSC include:

   i. to provide world class patient care;

   ii. to provide internationally excellent research;

   iii. to provide internationally excellent healthcare education;

   iv. to enhance the translation of research into safe practice; and

   v. to attract, develop and retain highly qualified, talented and motivated staff and students at all levels.

b. The current agreed staff complement and recurrent costs (at 2015/2016 prices) for the AHSC are set out in Appendix C.

c. The Parties acknowledge and agree that any future contractual arrangements entered into between the Parties in relation to the AHSC are subject to the terms of this Deed, unless otherwise agreed in writing by the Parties.

d. The Parties acknowledge and agree that nothing in this Deed will prevent either Party from carrying on their activities whether inside or outside the remit of the AHSC.

3) GENERAL PRINCIPLES

The relationship between Imperial College and the Trust in achieving the objectives contained in Clause 2 will be guided by the following values:

a. Kind

We are considerate and thoughtful, so you feel respected and included.

b. Expert

We draw on our diverse skills, knowledge and experience, so we provide the best possible care.

c. Collaborative

We actively seek others' views and ideas, so we achieve more together.

d. Aspirational

We are receptive and responsive to new thinking, so we never stop learning, discovering and improving.

e. Alignment and Integration

Each Party will work towards aligning and, where appropriate integrating, their structures, processes and behaviours in order to achieve the objectives of the AHSC.

4) COMMENCEMENT AND DURATION

a. This Deed is entered into in order to set out the terms on which the Parties will work together to achieve the objectives of the AHSC, as set out in Clause 2.

b. This Deed shall commence on the date it is executed by both Parties, other than the Trade Mark Licence, which shall commence on the Effective Date.

c. This Deed (including for the avoidance of doubt the Trade Mark licence) shall continue in force until it is terminated in accordance with Clause 15.

d. This Deed shall not terminate as a result of the Trust being authorised as an NHS Foundation Trust unless the Parties agree otherwise prior to such authorisation.

e. If the Trust becomes an NHS Foundation Trust, the Parties will work together in good faith to agree such changes to this Deed as are necessary as a result of the Trust's new status, including that the definition of the Trust name will be changed to mean 'Imperial College Healthcare NHS Foundation Trust'.

5) GOVERNANCE

a. Strategic Partnership Board

i. The Parties will, within a reasonable time after execution of this Deed (if they haven't already done so), form a Strategic Partnership Board, which will have ultimate responsibility for ensuring that the AHSC achieves and monitors the achievement of the objectives set out in Clause 2.

ii. The terms of reference, which include the composition of the membership, of the Strategic Partnership Board are set out in Schedule 6.

iii. The Strategic Partnership Board will meet every six months to assess the performance of the AHSC and sooner if required by the Joint Executive Group.

b. Joint Executive Group

i. The Parties will, within a reasonable time after execution of this Deed (if they haven't already done so), acting through the Strategic Partnership Board, form a Joint Executive Group, which will be the core decision-making body for the AHSC.

ii. The Joint Executive Group will be a committee of and accountable to the Strategic Partnership Board.

iii. The terms of reference, which include the composition of the membership, of the Joint Executive Group are set out in Schedule 7.

iv. The Joint Executive Group will meet regularly to consider, discuss and where appropriate agree a course of action in respect of matters of common interest, including (but not limited to) the determination of budgets relating to the AHSC and (where applicable) the sharing of such budgets.

c. Joint Executive Group Sub-Committees

i. The Joint Executive Group may create such specialist Sub-Committees as it deems appropriate from time to time and to set the remits and memberships of such Sub-Committees.

d. AHSC Director

i. By agreement between them, the Parties have appointed a single individual to act as AHSC Director. The AHSC Director is employed by the Trust or by the College, dependant on the employment contract of the appointee and the Parties intend to enter into an Agreement for the Terms of the AHSC Director Post

ii. The AHSC Director will be jointly accountable to the CEO of the Trust and Dean, Faculty of Medicine, Imperial College.

iii. With the approval of the Joint Executive Group, the AHSC Director may recruit staff who shall be employed by one or other of the Parties on terms the same (mutatis mutandis to reflect their employer, job description and remuneration package) as the terms of appointment of the AHSC Director.

iv. With the approval of the Joint Executive Group, the AHSC Director will establish a number of sub-committees whose role will be to develop and operationalise AHSC strategy. Each sub-committee will have terms of reference and membership approved by JEG.

e. Director Clinical Academic Training

i. By agreement between them, the Parties have appointed a single individual to act as Director Clinical Academic Training. The Director Clinical Academic Training is employed by the Trust or by College, depending on the employment contract of the appointee.

ii. The Director Clinical Academic Training is jointly accountable to the Medical Director, Trust and Vice Dean responsible for Education, Faculty of Medicine and responsible to AHSC Director for clinical academic training across the Trust.

f. Research Director

i. The Parties intend (without any binding obligation) that the individual who is appointed to the role of Director of Research of the Trust shall be the BRC Director of the Trust and shall work closely with the appointed Vice-Dean (Research) Faculty of Medicine, Imperial College. . It is also possible that the Director of Research in the Trust additionally holds the role of Vice Dean (Research) in the Faculty of Medicine, Imperial College. In the event of a joint appointment of Director of Research ICHT/Vice Dean (Research) FoM, the parties will jointly agree the terms and conditions of this role.

ii. Neither Party, nor for the avoidance of doubt the Strategic Partnership Board or the Joint Executive Group, has the authority to bind or commit the other Party in any manner or for any purpose whatsoever, except with the prior approval of such Party.

6) INTELLECTUAL PROPERTY

IP Governance

a. Each Party will appoint a named IP Authorised Representative who will act as that Party's primary contact in relation to Intellectual Property matters arising out of or in connection with this Deed. The identity of the IP Authorised Representative and any changes to the IP Authorised Representative throughout the term of this Deed will be notified to the other Party in writing as soon as reasonably practicable.

b. The Trust will establish an IP Committee which will meet on a three monthly basis to review on-going Intellectual Property matters including any revenue sharing agreed pursuant to Clause 6.i., and which will review the IP Protocol. The IP Committee will review the report received pursuant to Clause 6.j. from Imperial College (acting through its Commercialisation Partner) on any Foreground Intellectual Property identified during the previous three month period.

c. The Parties will establish a three member IP Arbitration Committee comprising one member appointed by each Party and one independent member whose appointment is approved by both Parties. Failing agreement of the Parties to appoint one independent member of IP Arbitration Committee, an independent arbitrator shall be appointed to the IP Arbitration Committee by the President or a Deputy President of the Chartered Institute of Arbitrators. The role of the IP Arbitration Committee will be to resolve any disputes arising in the circumstances set out in Clause 6.l. below.

d. Imperial College's Intellectual Property Policy sets out the circumstances in which Imperial College claims ownership of Intellectual Property created by its employees, students and other individuals affiliated to it (including honorary contract holders). It also includes details of Imperial College's discretionary 'Reward to Inventors Scheme' under which inventors are eligible to receive a share of any revenue received by Imperial College from the exploitation of the relevant Intellectual Property.

e. The Trust has established an Intellectual Property Policy based on the principles set out in Clause 6.d.

f. Each Party shall provide to the other, on request, a copy of the current Intellectual Policy. If either Party proposes to make any significant changes to its Intellectual Property Policy, the proposed changes must be reported as soon as reasonably practicable to the IP Authorised Representative of the other Party and the Parties shall, where appropriate, agree any required variations to the terms of this Deed or to the IP Protocol established pursuant to clause 6.g below, arising from any such changes.

Ownership and Exploitation of Foreground IP

g. The Parties agree that, in most circumstances, it will be appropriate for Foreground Intellectual Property to be owned and exploited by a single organisation, provided that a

suitable framework is in place to ensure that any derived benefit is shared in such a way as to ensure an equitable outcome for both Parties and their respective employees. The Parties will work together to develop an IP Protocol based on the principles set out in Clauses 6.h to 6.n below.

h. The Parties agree that any Foreground Intellectual Property that is capable of commercial exploitation will, subject to the involvement of any third parties (including any third party contract held by the Trust or the requirements of DoH policy) be owned and exploited by Imperial College, through its Commercialisation Partner. At the date of this Deed, the Commercialisation Partner of each Party is Imperial Innovations Limited. If either Party proposes to change its Commercialisation Partner during the term of this Deed, it shall inform the other Party as soon as reasonably practicable. Where the Foreground Intellectual Property is, as a result of the involvement of third party contracts held by the Trust or the requirements of DoH policy, not owned and exploited by Imperial College through its Commercialisation Partner, the Trust will be responsible for ensuring that the Foreground Intellectual Property is exploited expeditiously and effectively.

i. The Parties agree that, other than in exceptional circumstances, the apportionment of any revenue (including capitalisation receipts) received from the commercialisation of Foreground Intellectual Property through the relevant Party's Commercialisation Partner will be based on the relative inventive contribution of each Party's employees to such Foreground Intellectual Property, as agreed between the inventors.

j. Imperial College (acting through its Commercialisation Partner) will send a three monthly report to the Chairman of the IP Committee, setting out details of all Foreground Intellectual Property identified during the preceding three month period and details of the agreed apportionment of any revenue (including capitalisation receipts) received from the commercialisation of such Foreground Intellectual Property based on the principle set out in Clause 6.i and the terms of the IP Protocol.

k. If, having reviewed the report provided pursuant to 6.j, the IP Committee has reasonable grounds to believe that apportionment on the grounds of relative inventive contribution in accordance with Clause 6.i and the terms of the IP Protocol would lead to an unjust result in any particular case (for example, if the research included a very large clinical component), they must, with full details, notify the IP Authorised Representatives at each Party and ask them to review said details of the case and agree a revised basis of apportionment.

l. If the IP Authorised Representatives are unable to agree a revised basis of apportionment within 20 Working Days of referral by the IP Committee, they must refer the case to the IP Arbitration Committee who will review the decision. The IP Arbitration Committee shall be governed by both the Arbitration Act 1996 and rules recommended by the Chartered Institute of Arbitrators and any best practice guidance for arbitration issued by the Chartered Institute of Arbitrators. The decision of the IP Arbitration Committee shall be

agreed within 30 Working Days of referral to it and the majority decision of the IP Arbitration Committee will be binding on the Parties.

m. The Parties acknowledge and agree that nothing in this Deed shall be construed as affecting the Background Intellectual Property rights of either Party and that access to either Party's Background Intellectual Property and Foreground Intellectual Property will be determined on a case by case basis on terms to be agreed between the Parties and, where appropriate, the Commercialisation Partner(s), provided that where the College owns the Foreground Intellectual Property, it shall grant to the Trust (or shall ensure that the Trust is granted) a licence to use and exploit such Foreground Intellectual Property (including any modification thereof) for non-commercial research and education purposes and where the Trust owns the Foreground Intellectual property, it shall grant to the College (or shall ensure that the College is granted) a licence to use and exploit such Foreground Intellectual Property (including any modification thereof) for non-commercial research and education purposes. In particular, where the Trust has received third party research funding which includes obligations in respect of Intellectual Property arising out of the research to be undertaken, it must enter into a separate agreement or agreements with Imperial College in respect of the provision of any portion of such funding to Imperial College. Imperial College will not be bound by any such obligations other than where it has agreed in writing to be bound, on a case by case basis. The Parties will agree a protocol for the submission of joint bids to research funders such as NIHR. The Parties intend that, where the protocol has been correctly followed, Imperial College will be bound by the terms and conditions of any grant awarded to the Trust pursuant to the joint bid.

n. Where it has been agreed between the Parties that any Foreground Intellectual Property will belong to a particular Party, each Party shall do all such things and execute all such documents as may be necessary or desirable to enable that Party (or its nominee) to enjoy the full benefit thereof.

Ownership and Exploitation of Foreground IP in the absence of an approved Trust IP Policy

o. In circumstances where Imperial College is not satisfied with the content of the Trust Intellectual Property Policy or is not satisfied that the policy is being enforced appropriately by the Trust, Imperial College may require Trust employees who hold an honorary contract with Imperial College to be bound (in an individual capacity) by Imperial College's Intellectual Property Policy and the Trust will be required to provide Imperial College with reasonable assistance in ensuring compliance by such employee with the terms of Imperial College's Intellectual Property Policy.

7) TRADEMARKS LICENCE

Imperial College agrees to grant the Trust a non-exclusive and royalty free licence to use the Trade Marks on the terms set out in Schedule 1.

8) JOINT RESEARCH DIRECTORATE

a. In furtherance of the objectives of the AHSC, the Parties agree to establish and operate a Joint Research Directorate comprising a Joint Research Office, a Joint Research Compliance Office, a Faculty of Medicine Research Strategy Office and Clinical Research Operations Office which will provide portals for the administration and management of Research registered with them, on the terms set out in Schedule 4.

b. The Parties acknowledge and agree that the Joint Research Directorate is not intended to impact or infringe upon either Party's freedom to engage in any future Research at its sole discretion.

9) CLINICAL ACADEMIC TRAINING OFFICE

a. In furtherance of the objectives of the AHSC, the Parties agree to establish and operate a Clinical Academic Training Office which will act as an information gateway between the Parties and provide oversight of the administration and management of clinical academic training on the terms set out in Schedule 5.

b. The Parties acknowledge and agree that the Clinical Academic Training Office is not intended to impact or infringe upon either Party's freedom to engage in future clinical academic training at its sole discretion.

10) CONFIDENTIAL INFORMATION

a. The Receiving Party:

i. shall treat all Confidential Information received from the Disclosing Party as confidential and safeguard it accordingly; and

ii. shall not disclose any Confidential Information received from the Disclosing Party to any other person without the prior written consent of the Disclosing Party, except where disclosure Is otherwise expressly permitted by the provisions of this Deed or as agreed in writing between the Parties;

iii. shall not use any Confidential Information it receives from the Disclosing Party other than in performing the objectives of the AHSC or as otherwise contemplated under this Deed; and

iv. shall take an necessary precautions to ensure that all Confidential Information received from any Disclosing Party:

1. is given only to such of its employees and professional advisors or consultants engaged to advise it in connection with this Deed or in connection with tile AHSC; and

2. is treated as confidential and is not (without prior written approval, such approval not to be unreasonably withheld or delayed) disclosed or used by any employee or any such professional advisor or consultant other than for the purposes of performing the objectives of the AHSC or as otherwise contemplated under this Deed.

b. The Receiving Party shall ensure that its staff or its professional advisors or consultants who have access to the Confidential Information received from the Disclosing Party are aware of the Receiving Party's confidentiality obligations under this Deed and shall ensure that such staff, professional advisors or consultants comply with these confidentiality obligations as if they were a Receiving Party for the purposes of this Deed.

c. Nothing in this Clause 10 shall prevent a Receiving Party from using any techniques, ideas or know-how gained during the performance of its obligations under this Deed and in the course of its activities, to the extent that this does not result in a disclosure of Confidential Information or an infringement of the Intellectual Property rights of any other party.

d. Each Party acknowledges that the other Party is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and each Party shall assist and co-operate with the other Party (on request and at each Party's own expense) to enable the other Party to comply with the information disclosure requirements imposed on them by the FOIA and the Environmental Information Regulations 2004.

e. Where a Party receives a Request for Information which, in the opinion of such Party, relates in any way to this Deed, it shall notify the other Party within five (5) Working Days of receipt of such Request for Information.

f. Where a Receiving Party receives a Request for Information in relation to Information which it has received from the Disclosing Party, the Receiving Party shall (and shall procure that its sub-contractors shall) notify the Disclosing Party within five (5) Working Days of receipt of such Request for Information.

g. The Parties agree and acknowledge th.at the Disclosing Party shall be responsible for determining in its absolute discretion whether the Confidential Information of the Disclosing Party held by it or on its behalf by the Receiving Party:

    i. is exempt from disclosure under FOIA; or

    ii. is to be disclosed in response to a Request for Information.

h. Notwithstanding Clause 10.g above, if a Party in receipt of the Request for Information decides to disclose Information in response to such Request, it shall notify the Disclosing Party of that decision at least two (2) Working Days before disclosure.

i. Nothing in this Clause 10 shall prevent a Receiving Party from disclosing any Confidential Information for the purpose of any:

   i. examination and certification of its accounts; or

   ii. examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which it has used its resources.

j. For the avoidance of doubt, nothing in this Clause 10 is intended to prevent the Trust from complying with regulations, directions or guidance applicable to the NHS or as may be requested by any regulatory body and/or pursuant to any statutory obligation (whether pursuant to the National Audit Act 1983 or otherwise) in respect of the Trust's Confidential Information.

11) DATA PROTECTION

a. Each Party agrees that in providing the other with information under the terms of this Deed, it shall comply with the provisions of the Data Protection Act 1998 (the DPA) and all subordinate legislation thereto.

b. Subject to 11.a. if a Party is acting as a data processor (hereafter the Processing Party) (as defined by the DPA) for another Party (hereafter the Controller Party), the Processing Party undertakes in respect of personal data (as defined by the DPA) processed by it (Personal Data):

   i. to keep the Personal Data confidential and not use or disclose the Personal Data other than as provided for under this Deed save at the specific request of the Controller Party or as required by law;

   ii. to ensure that:

      1. only such of its employees who may be required during the course of their employment to perform tasks relating to services undertaken to be provided by the Processing Party under this Deed shall have access to the Personal Data; and

      2. such employees are aware of the data protection principles set out in Part I of Schedule 1 to the DPA and the Processing Party's obligations under this Deed to comply with them in relation to all Personal Data processed by it on behalf of the controller Party, and;
      3. any processing (as defined in the DPA) shall take place only on the instructions of the Controller Party; and

      4. appropriate technical and organisation measures are in place at all times to safeguard against accidental or unlawful destruction or accidental

loss, alteration, unauthorised disclosure or access to the Personal Data. Such measures shall (taking into account the state of technological development and the cost of implementing such measures) be appropriate to the nature of the Personal Data processed by the Processing Party; and

5. such Personal Data is not transferred outside the European Economic Area without the Controlling Party's written consent.

c. The Processing Party shall promptly notify the Controller Party in the event that the Processing Party receives a request for access to Personal Data under the DPA. The Processing Party shall notify the applicant making the request that the request will be dealt with by the Data Controller. The Processing Party shall fully co-operate and provide all assistance reasonably requested by the Controller Party in order to enable the Controller Party to respond to each request within the timescales in the Act. The obligations in this Clause 11.c shall continue following termination of this Deed for such time as the Processing Party shall hold Personal Data under this Deed.

d. Where the Controller Party provides the Processing Party with notice that data it has already provided or is about to provide to the Processing Party under this Deed is Sensitive Data (as defined by the DPA), the Processing Party hereby agrees to comply with any additional security measures which the Controller Party requires and of- which the Controller Party notifies the Processing Party in writing in relation to the Sensitive Data which may include obligations relating to confidentiality, handling, processing and storage of the Sensitive Data.

e. Each Party shall comply with the provisions of the Data Sharing Agreement set out in schedule 8.

12) ANNOUNCEMENTS AND PRESS RELEASES

a. Subject to 12.b below, the Parties agree that any public announcements, press releases, or other reputation management activities (Public Announcements) in relation to the AHSC which either Party or representatives of either Party wishes to make, will be dealt with through agreement between the Parties and the Parties shall procure that their respective communications departments liaise and co-operate together.

b. The Parties acknowledge and agree that it is desirable to have a consistent style and approach to Public Announcements and consequently:

   i. Public Announcements relating to Research will be led by Imperial College's communications department unless the Research was carried out by the Trust without Imperial College involvement in which case such Public Announcements will be led by the Trust's communications department; and

ii. Public Announcements relating to the provision of clinical services will be led by the Trust's communications department.

c. The Party leading a Public Announcement in accordance with Clause 12.b will:

i. ensure that appropriate recognition and credit is given to each Party's contribution to the subject matter of such Public Announcement;

ii. determine on a case by case basis the appropriate Party to make the Public Announcement, taking into account the contribution of the other Party to the subject matter of such Public Announcement; and

iii. ensure that the Public Announcement illustrates the AHSC's role in the translation of Research into safe practice and any beneficial outcomes that may result for patients so that maximum benefit for the AHSC is achieved.

d. Imperial College will not use the Trust Name or the Trust's logo without the prior written consent of the Trust acting through its communications department, provided that nothing in this Clause shall operate to restrict or limit Imperial College's rights in and to use the Trade Marks (except as the Trade Mark appears as part of the Trust Name).

e. The Trust will not use Imperial College's name or Imperial College's logo without the prior written consent of Imperial College acting through its communications department, provided that nothing in this Clause shall operate to restrict or limit the Trust's rights to use the Trade Marks in accordance with the terms of the Trade Mark Licence.

13) OWNERSHIP OF DOCUMENTS

a. All notes, memoranda, records, lists of suppliers and employees, correspondence, documents, computer and other data storage media such as disks and tapes, data listings, codes, designs and drawings and other documents and material whatsoever (Documents) made or created by Imperial College in the course of carrying out its responsibilities in relation to AHSC (College Documents) shall be and remain the property of Imperial College.

b. All Documents made or created by the Trust in the course of carrying out its responsibilities in relation to the AHSC (Trust Documents) shall be and remain the property of the Trust.

c. The Parties shall permit the other Party to access any relevant Documents, to the extent required to for that other Party to carry out its responsibilities in relation to the AHSC. Any College Documents and/or Trust Documents that are in the possession of the other Party (as applicable) shall be handed over forthwith by that Party to the Party which owns such Documents on request of such Party, and in any event on the termination this Deed.

14) LIABILITY AND INDEMNITIES

a. Subject to the express provisions of this Deed, the Trust excludes all liability arising out of or in connection with:

   i. any College Services and/or other administrative support functions which are provided by Imperial College;

   ii. any failure by Imperial College to comply with a law or an official requirement;

   iii. the content of the College Website,

   except to the extent that such a claim arises from the negligent act or omission of the Trust.

b. Subject to Clause 14.i, Imperial College excludes all liability arising out of or in connection with:

   i. any Services and/or other administrative support functions which are provided by the Trust;

   ii. any failure by the Trust to comply with a law or an official requirement; and
   iii. the content of the Trust Website,

   except to the extent that such a claim arises from the negligent act or omission of Imperial College.

c. In this Clause:

   i. Third Party Claim means a claim or proceeding by a third party, who is not a party to this Deed brought against the relevant party claiming a remedy from such relevant party where such claim arises during the term of this Deed; and

   ii. Quantum of Damages means the sum of damages actually awarded to a third party in respect of a successful Third Party Claim or any settlement sum agreed (based on an assessment of a leading barrister, the identity of whom is agreed by the Parties, that it is more cost efficient to settle such claim than pursue litigation) in respect of a Third Party Claim

d. Subject to Clauses 14.f, 14.g, 14.i, 14.j and 14k, the Trust shall, notwithstanding the termination or expiry of this Deed, fully indemnify and keep fully indemnified Imperial College against any Quantum of Damages and any reasonable legal costs that are incurred by Imperial College (but excluding any costs which are already included within the relevant Quantum of Damages) arising as a direct result of a Third Party Claim made against Imperial College in relation to:

   i. any failure by the Trust to comply with a law or an official requirement during the term of this Deed;

   ii. the content of the Trust Website during the term of this Deed;

   iii. any Services provided by the Trust during the term of this Deed; or

iv. any negligent act or omission of an employee of the Trust where such act or omission occurred in the course and scope of such employment or any negligent act or omission of an employee of Imperial College whilst carrying out his/her role under an honorary contract with the Trust in circumstances where such employee of Imperial College is under the immediate direction and control of the Trust in respect of the act or omission in question, save to the extent that any such amount arises because of the negligence, bad faith or wilful default of Imperial College or its failure to comply with its obligations under this Deed.

e. Subject to Clauses 14.f, 14.g, 14.i, 14.j and 14.k, Imperial College shall, notwithstanding the termination or expiry of this Deed, fully indemnify and keep fully indemnified the Trust against any Quantum of Damages and any reasonable legal costs that are incurred by the Trust (but excluding any costs which are already included within the relevant Quantum of Damages) arising as a direct result of a Third Party Claim made against the Trust in relation to:

i. any failure by Imperial College to comply with a law or an official requirement during the term of this Deed;

ii. the content of the College Website during the term of this Deed;

iii. any College Services provided by Imperial College during the term of this Deed; or

iv. any negligent act or omission of an employee of Imperial College where such act or omission occurred in the course and scope of such employment or any negligent act or omission of an employee of the Trust whilst carrying out his/her role under an honorary contract with Imperial College in circumstances where such employee of the Trust is under the immediate direction and control of Imperial College in respect of the act or omission in question, save to the extent that any such amount arises because of the negligence, bad faith or wilful default of the Trust or its failure to comply with its obligations under this Deed.

f. The following provisions shall apply if a claim is made or threatened against Imperial College which involves or gives rise to or is likely to involve or give rise to an obligation or liability in respect of which or any part of which the Trust is required to indemnify Imperial College under this Deed :

i. Imperial College shall notify the Trust in writing immediately upon receipt by Imperial College or its otherwise becoming aware of the claim;

ii. Imperial College shall allow the Trust and its professional advisers to investigate the matter or circumstances alleged to give rise to such claim and whether and to what extent any amount is payable in respect of such claim and for such purpose Imperial College shall give all such Information and assistance including access to premises and personnel and the right to examine and copy or

photograph any assets, accounts, documents and records as the Trust or its professional advisers may reasonably request. The Trust agrees to keep all such Information confidential and only to use it for the purposes of this Clause;

iii. no admission of liability shall be made by or on behalf of Imperial College and the claim shall not be compromised, disposed of or settled without the prior written consent of the Trust, such consent not to be unreasonably withheld;

iv. if the Parties cannot after consultation agree a course of action with regard to any such claim it shall be referred to a barrister agreed on by the Parties (or in default of agreement appointed at the application of either Party by the President of the Law Society for the time being) for his or her advice on a course of action, the cost of such advice to be borne equally by the Parties; and

v. Imperial College shall use all reasonable endeavours to mitigate its losses in respect of such claim.

g. The provisions of Clause 14.f shall apply mutatis mutandis in respect of any claim which is made or threatened against the Trust which involves or gives rise to or is likely to involve or give rise to an obligation or liability in respect of which or any part of which Imperial College is required to indemnify the Trust under this clause and for such purposes all references in Clause 14.f to the Trust shall be construed as references to Imperial College and vice versa.

h. If, as a direct result of furthering the objectives of the AHSC, a transfer of an employee of one Party to the other Party occurs pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 or by application of the principles of the Cabinet Office Statement of Practice on Staff Transfer in the Public Sector (a Transfer), the Parties will work together to agree an equitable apportionment of the liability arising as a direct result of such Transfer.

i. Nothing in this Deed shall limit or exclude the liability of either Party:

i. for death or personal injury arising from such Party's negligence;
ii. for fraud or fraudulent misrepresentation; and/or
iii. where such Party is required to indemnify the other Party under Clauses 14.d and 14.e.

j. Subject to Clause 14.i, neither Party shall be liable to the other Party (whether in contract, tort or otherwise) for any:

i. direct:

1. loss of profit, revenue, anticipated savings; or

2. loss of goodwill, reputation or opportunity; or

3. loss of financial or economic loss; or

ii. indirect or consequential loss or damage costs or expenses whatsoever and howsoever arising out of or in connection with this Deed.

k. Clause 14.j shall not apply in relation to any amount forming part of the Quantum of Damages awarded in respect of loss of a type specified in Clause 14.j.i or 14.j.i i.

15) TERMINATION

a. Either Party may terminate this Deed upon the provision of no less than twelve (12) months' written notice being provided to the other Party.

b. Imperial College may terminate this Deed with immediate effect by giving written notice to the Trust:

i. if the Trust applies to register any Trade Mark identical or similar to any of the Trade Marks;

ii. in accordance with paragraph 1.5 of Schedule 1;

iii. if the Trust:

1. is dissolved; or

2. ceases to use any of the Trade Marks as part of the Trust's name;

iv. if the Trust merges with or acquires another entity (other than another NHS Trust or NHS Foundation Trust) without the prior written consent of Imperial College;

v. if the Trust challenges, brings revocation or opposition or other proceedings or otherwise disputes or challenges the validity of any of the Trade Marks or the rights of Imperial College to the Trade Marks;

vi. if the Trust purports to assign its right or obligations under this Deed, other than in accordance with this Deed.

c. The Trust may terminate this Deed with immediate effect by giving written notice to Imperial College in accordance with paragraph 1.6 of Schedule 1.

d. This Deed may be terminated:

i. on a material breach of this Deed by the Party not in breach (the Terminating Party) provided the Terminating Party serves a notice on the Party in breach (the Breaching Party) within seven (7) days of becoming aware of the breach, requiring the breach to be remedied (if capable of remedy) within a period specified in the notice (such period being a reasonable period to remedy such breach) and in any case not being longer than sixty (60) days. lf the breach has not been remedied by the date of the expiry of the notice, the Terminating Party may, in its absolute discretion, terminate this Deed;

ii. forthwith by a Party serving notice in writing to the other Party (the Departing Party) if an order is made or a resolution is passed for the winding-up or dissolution of the Departing Party or an order is made for the appointment of an administrator to manage the affairs, business and property of the Departing Party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the Departing Party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the Departing Party takes or suffers any similar or analogous action in consequence of debt; or

iii. by written notice provided by a Party at any time following a change of Control of the other Party (the Departing Party) where Control means the ability to direct the affairs of the institution whether by virtue of statute, contract or otherwise.

e. For the purposes of 15.d.i, a breach shall be considered capable of remedy if the Breaching Party could comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

f. The termination or expiry of this Deed shall not affect any rights or obligations of either Party which may have accrued prior to such termination or expiry.

16) CONSEQUENCES OF TERMINATION

a. The service of notice to terminate under Clause 15 will not absolve a Party of its obligations to comply fully with the terms and conditions of this Deed until such termination is effective and shall be without prejudice to the rights of either Party against the other Party which may have accrued up to the date of termination.

b. Upon termination of this Deed for any reason:

i. outstanding moneys due by either Party to the other Party shall become immediately due and payable;

ii. the Trade Mark Licence and all other licences granted by or pursuant to this Deed shall terminate and the Parties shall promptly do all such things as may be necessary to cancel any entries recording the relevant Party as a licensee (the Licensee) and the Licensee will assist the other Party so far as may be necessary to achieve such cancellation including by executing any necessary documentation.

iii. the Trust shall, if so requested by Imperial College, execute an assignment in favour of Imperial College of all rights (if any) in the Trade Marks which have accrued to the Trust by reason of its use of the Trade Marks in providing the Services or otherwise;

iv. the Trust shall no later than ninety (90) days from the date on which the change of the name of the Trust by statutory instrument or otherwise by the Secretary of State in accordance with Clause 16.b.v comes into effect or such other period as Imperial College may reasonably agree, remove or obliterate the Trade Marks from and/or destroy any and all materials on which the Trade Marks are used to the extent such materials are in the Trust's possession, custody or control and to the extent which use of the Trade Marks on such materials would lead members of the public to believe the Trust has a right to use the Trade Marks. Notwithstanding the foregoing, wherever the Trust Name appears on records, documents, reports, medical records, correspondence and stationery created prior to the date on which the name of the Trust is changed by statutory instrument, the Trust (i) shall still be entitled to use such documents and records containing the Trust Name and (ii) shall not be required to remove the Trust Name from any such documents and records;

v. the Trust shall, upon termination of this Deed, promptly apply to the Secretary of State to change, with effect from the termination of this Deed, the name of the Trust to a name not incorporating the Trade Mark or a similar word or phrase to the Trade Mark, and shall otherwise use its reasonable endeavours to procure that the Secretary of State takes all steps (including but not limited to the creation of a Statutory Instrument or amendment to any existing Statutory Instrument) to change the name of the Trust in accordance with this Clause 16.b.v;

vi. subject to Clause 16.b.iv and to the Trust's regulatory and statutory obligations, the Trust shall immediately cease all use of the Trade Marks from the date on which the name of the Trust is changed by statutory instrument; and

vii. all Confidential Information, including any Personal Data and any copies thereof shall be returned to the Disclosing Party upon such Party's request.

c. Subject to the provisions of this Clause 16, the Trust shall do nothing after the expiry or termination of this Deed which might lead any person to believe that the Trust is still licensed to use any of the Trade Marks.

d. Subject as otherwise provided herein and to any rights and obligations which may have accrued prior to termination, each Party shall have no further obligation to the other Party under this Deed.

e. The following Clauses shall survive termination of this Deed howsoever caused: Clauses 1 (Definitions and Interpretation), 6 (Intellectual Property), 9 (Confidential Information), 11 (Data Protection), 13 (Ownership of Documents), 16 (Consequences of Termination), 17 (Disputes), 18 (Notices) and 19 (General).

17) DISPUTES

a. If any Dispute arises between any of the Parties (other than a Dispute arising under Clause 6.i or Clause 14.f.iv) it shall first be referred to the President and the Chairman who shall meet to consider, discuss and endeavour to resolve such Dispute as soon as possible.

b. Each Party will use reasonable endeavours to reach a negotiated resolution through the dispute resolution procedure referred to in Clause 17.a. The specific format of such resolution will be left to the reasonable discretion of the Parties, but may include the preparation and submission of statements of fact or position.

c. If the Dispute is not resolved within 30 Working Days of it being referred to the President and the Chairman in accordance with Clause 17.a, then the Parties will, within 10 Working Days, enter into structured negotiations with the assistance of a mediator (Mediator) before resorting to litigation.

d. If the Parties are unable to agree on a Mediator or if the Mediator agreed upon is unable or unwilling to act, either Party may, within 15 Working Days from the date of entering into structured negotiations under Clause 17.c or within 15 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution London (CEDR) to appoint a Mediator. The cost of the Mediator will be borne equally by the Parties.

e. All negotiations connected with the dispute will be conducted in complete confidence, and the Parties undertake not to divulge details of such negotiations except to their professional advisers who will also be subject to such confidentiality, and will be without prejudice to the rights of the Parties in any future proceedings.

f. If the Parties reach agreement on the resolution of the dispute, such agreement shall be reduced to writing and once it is signed by their duly authorised representatives, shall be final and binding on the Parties.

g. Failing agreement pursuant to Clause 17.f, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing as to the merits of the dispute and the rights and obligations of the Parties (the Mediator's Opinion). Such opinion will be provided on a without prejudice basis and will be private and confidential to the Parties and may not be used in evidence in any proceedings commenced pursuant to the terms of this Deed without the prior written consent of all the Parties.

h. If the Parties fail to reach agreement within 30 Working Days after receiving the Mediator Opinion, such a failure shall be without prejudice to the right of either Party subsequently to refer such Dispute to litigation.

i. Nothing contained in this Clause shall restrict either Party's freedom to commence legal proceedings to preserve any legal right or remedy or protect any proprietary or trade secret right.

18) NOTICES

a. Any notice or other communication given under this Deed will be in writing and signed by or on behalf of the Party giving it and will be served by delivering it personally or sending it by pre-paid recorded delivery or registered post and for the attention of the relevant person set out in Clause 18.c (or as otherwise notified by that Party for the purposes of this Deed).

b. Any such notice will be deemed to have been received:

   i. if delivered personally, at the time of delivery

   ii. in the case of pre-paid recorded delivery or registered post, two (2) Working Days from the date of posting; and

   iii. provided that if deemed receipt occurs before 9am on a Working Day the notice will be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9am on the next Working Day.

c. The addresses for each Party for the purposes of this Clause 18 are:

   i. Imperial College

   Contact: The College Secretary
   Address: Level 4, Faculty Building, Exhibition Road, London SW7 2AZ

   Attention: The College Secretary

ii. The Trust

Contact: The Chief Executive
Address: The Bays Building, South Wharf Road, Paddington, London W2 1NY

Attention: The Chief Executive

19) GENERAL

a. Governing Law

This Deed and any non-contractual obligations arising out of or in connection with it, is governed by English law.

b. Jurisdiction

The courts of England have exclusive jurisdiction to settle any Dispute (including a Dispute in relation to non-contractual obligations arising out of or in connection with this Deed or a dispute regarding the existence, validity or termination of this Deed).

c. Contracts (Rights of Third Parties) Act 1999

This Deed does not create any right under the Contracts (Rights of Third Parties} Act 1999 which is enforceable by any person who is not a party to it.

d. Amendment

No amendment or variation of this Deed shall be effective unless in writing and signed by or on behalf of each Party.

e. Assignment

Neither Party will, without the prior written consent of the other Party, be entitled to assign, mortgage, charge or dispose of any of its rights under this Deed. In addition, the direct management of Research under the Joint Research Office and Joint Research Compliance Office may not be performed through another company or entity or sub-contracted or otherwise delegated without the prior written consent of the other Party.

f. Entire Agreement

This Deed contains the entire agreement between the Parties with respect to the subject hereof, and supersedes all previous agreements and understandings between the Parties with respect thereto.

g. Partial Invalidity

If any provision of this Deed shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Deed and rendered ineffective as far as possible without modifying or

affecting the legality, validity, or enforceability of the remaining provisions of this Deed which will remain in full force and effect.

h. No Partnership

Neither this Deed nor any other agreement or arrangement of which it forms part, nor the performance by the Parties of their respective obligations under any such agreement or arrangement, shall constitute a partnership between the Parties, No Party shall have any authority (unless expressly conferred in writing under this Deed or otherwise and not revoked) to bind any other Party as its agent or otherwise. Nothing in this Deed shall constitute a relationship of employer and employee between the Trust and an employee of Imperial College nor between Imperial College and an employee of the Trust.

i. Power to enter into Deed

Each Party warrants to the other Party that it has full power and authority to enter into this Deed.

j. Waiver

The failure to exercise or delay in exercising a right or remedy provided by this Deed or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Deed or of a default under this Deed does not constitute a waiver of any other breach or default and shall not affect the other terms of this Deed. A waiver of a breach of any of the terms of this Deed or of a default under this Deed will not prevent a Party from subsequently requiring compliance with the waived obligation.

k. Time of the Essence

Time shall be of the essence under this Deed, both as regards the dates, periods or times of day mentioned and as regards any dates, periods or times of day which may be substituted for them in accordance with this Deed.

l. Counterparts

This Deed may be entered into by the Parties on separate counterparts and this has the same effect as if the seals and signatures on the counterparts were on a single copy of the Deed.

EXECUTED AS A DEED by the Parties and delivered on the date of this Deed.

EXECUTED AS A DEED and the **COMMON SEAL**)
OF IMPERIAL COLLEGE OF SCIENCE,)
TECHNOLOGY AND MEDICINE was affixed in the)
presence of

Signature of Authorised Officer:

Authorised Officer's Name:

Signature of Authorised Officer:

Authorised Officer's Name:

EXECUTED AS A DEED and the **COMMON SEAL**)
of **IMPERIAL COLLEGE HEALTHCARE NHS**)
TRUST was affixed in the presence of:)

Signature of Authorised Officer:

Authorised Officer's Name:

Signature of Authorised Officer:

Authorised Officer's Name:

SCHEDULE 1

Trade Mark Licence

1. Grant of Licence

1.1. In consideration of the payment by the Trust of £1 (receipt of which is hereby acknowledged by Imperial College), Imperial College hereby grants to the Trust a non-exclusive and royalty free licence to use:

1.1.1. the Imperial College Mark solely as part of the Trust Name; and

1.1.2. the Imperial Mark as part of the Domain Name in relation to the Trust Website.

1.2. The Trust may use the Trade Marks as part of the Trust Name on tile pages of the Trust Website, in relation to the provision of the Services as part of its business, anywhere in the world but shall not otherwise use the Trade Marks outside the Territory (except on business cards and promotional materials relating to the supply of Services inside the Territory) without the prior written approval of the College Secretary of Imperial College which will not be unreasonably withheld or delayed.

1.3. The Trust will not grant or purport to grant to any third party any sub-licence of the Trade Mark Licence under the terms of which any third party is entitled to use the Trade Marks without the prior written consent of the College Secretary of Imperial College which will not be unreasonably withheld or delayed and subject to the prior written approval of the College Secretary of Imperial College of the terms of the sub-licence.

1.4. The Trust will not use the Trust Name or the Trade Marks to endorse any third party or any third party's product or service or otherwise indicate an association or relationship between the Trust or Imperial College and any third party without the prior written consent of Imperial College (which shall not be unreasonably withheld or delayed).

1.5. The Trust shall not pass the Services off as services of Imperial College or otherwise represent or allow an inference to be drawn that such Services are provided by Imperial College. Any breach of this Paragraph shall entitle Imperial College to terminate this Deed in accordance with Clause 15.

1.6. Nothing in the terms of the Trade Mark Licence shall prevent Imperial College or anyone authorised by it from using the Trade Marks for any purpose including but not limited to the provision of hospital, clinical or related services provided that Imperial College shall not pass such services off as services which are provided by the Trust or otherwise represent or allow an inference to be drawn that such services are services provided by the Trust. Any breach of this Paragraph shall entitle the Trust to terminate this Deed in accordance with Clause 15.

1.7. In Paragraphs 1.2, 1.3 and 1.4 of this Schedule 1, reference to approval not being unreasonably withheld shall be interpreted to mean that the College will use its best endeavours to reach a decision within 30 days of the date on which the written request for approval was submitted to the College Secretary.

1.8. If, further to a request for approval by the Trust under Paragraphs 1.2, 1.3 or 1.4 of this Schedule 1, the College Secretary is not willing to grant such approval, the College will, within 30 days of the date of the communication of the decision to the Trust, make a full report to the Strategic Partnership Board setting out the circumstances and its reasons for deciding not to grant such approval.

2. Term

2.1. The Trade Mark Licence shall be deemed to have commenced on the Effective Date and shall continue thereafter unless and until this Deed is terminated in accordance with Clause 15.

2.2. Neither Party is aware of any breach of the terms of this Trade Mark Licence which may have occurred during the period from the Effective Date up to but excluding the date of this Deed. If either Party becomes aware of any such breach, it must immediately notify the other Party for resolution in accordance with Clause 17 (Disputes).

3. Quality Control and Use of Trade Marks

3.1. The Trust will only use the Trade Marks as part of the Trust Name and will not use the words "Imperial College" on their own nor as part of any abbreviated form of the Trust Name and will not use any abbreviated forms of any of the Trade Marks including but not limited to "IC" and "Imperial".

3.2. The Trust will only use the Trade Marks as part of the Trust Name in accordance with the Agreed Form.

3.3. The Trust will include the Acknowledgement on the bottom right of the home page of the Trust Website and in any published books, magazines, journals and periodicals.

3.4. The Trust will not use the Trade Marks in any way or permit any act to be done that would or might:

3.4.1. jeopardise or invalidate any registration of any of the Trade Marks or would prejudice the right or title of Imperial College to any of the Trade Marks and the Trust shall immediately cease any such use or act(s) or undertake such act(s) as Imperial College may reasonably require upon reasonable notice.

3.4.2. be detrimental to or inconsistent with the goodwill, good name or reputation or image of Imperial College and the Trust shall cease any such use or act as Imperial College shall reasonably require, immediately following receipt of notice from Imperial College.

3.5. The Trust will, on reasonable notice by Imperial College, give Imperial College or its authorised representative any information as to its use of the Trade Marks which Imperial College reasonably requires to protect the registration of such Trade Marks and will give any assistance reasonably required by Imperial College in maintaining the registrations of the registered Trade Marks and in prosecuting any applications for the Trade Marks.

3.6. The Trust acknowledges that the Trade Marks are the exclusive property of Imperial College and shall not assert any claim of ownership to the Trade Marks by virtue of the Trust's use of the Trade Marks or otherwise.

3.7. The Trust will not at any time, whether during or after the termination of this Deed, apply anywhere in the world to register any trade marks identical to or confusingly similar to the Trade Marks in respect of any goods or services.

4. Infringement of Trade Marks

4.1. The Trust shall promptly notify Imperial College in the event it becomes aware of:

4.1.1. any use or proposed use by any other person, firm or company of a trade name, trade mark, or get up of goods or mode of promotion or advertising which amounts to or which might amount to either infringement of Imperial College's rights in relation to any of the Trade Marks or to passing off;

4.1.2. any information or allegation that the use of the Trade Marks infringes the rights of any third party or constitutes passing off,

and shall make no comment or admission to any third party in respect of any of the above.

4.2. Imperial College shall have the conduct of all proceedings relating to Trade Marks and shall in its sole discretion decide what action (if any) to take in relation to any infringement or alleged infringement of the Trade Marks or passing-off or any other claim or counterclaim brought or threatened in respect of the use or registration of the Trade Marks. The Trust shall not be entitled to bring any action for infringement nor require Imperial College to bring any such action under Section 30 of the Trade Marks Act 1994 or any equivalent legislation and Imperial College will not be obliged to bring or defend any proceedings in relation to the Trade Marks if it decides in its sole discretion not to do so.

4.3. Without limitation to Paragraph 4.2 of this Schedule 1, the Trust may request Imperial College to take action in respect of any infringement or alleged infringement of the Trade Marks and Imperial College shall consider such request in good faith.

4.4. Imperial College will bear the entire cost and expense associated with the conduct of such action, and any recovery or compensation that may be awarded as a result of such action, including but not limited to any settlement that may be reached, shall be retained by Imperial College, even in respect of any loss suffered or likely to be suffered by the Trust and Section 30(6) of the Trade Marks Act 1994 will not apply.

4.5. The Trust shall give full co-operation to Imperial College in taking all steps reasonably required by Imperial College in connection with any action, claim or proceedings brought or threatened in respect of the Trade Marks including without limitation legal proceedings in the name of Imperial College or in the joint names of Imperial College and the Trust and Imperial College will meet all reasonable expenses incurred by the Trust to third parties in giving such assistance.

5. Warranties

5.1. So far as Imperial College is aware at the date of this Deed, the use of the Trade Marks by the Trust will not infringe the registered trade mark of any third party in the United Kingdom.

5.2. Except as expressly set out in this Deed, all warranties, conditions and guarantees relating to the Trade Marks whether express or implied by statute, law, custom or otherwise are, to the fullest extent permitted by law, excluded from this Deed except for the conditions implied by Section 12 of the Sale of Goods Act 1979 or Section 8 of the Supply of Goods (Implied Terms) Act 1973.

SCHEDULE 2

Trade Marks

Trade Mark	Number	Class	Country	Status
IMPERIAL COLLEGE	1572164	16	UK	Registered
IMPERIAL COLLEGE	1544869	36,41,42	UK	Registered
IMPERIAL COLLEGE	272419	09, 16, 38,41, 42	CTM	Registered
IMPERIAL COLLEGE	6326656	35, 36, 39,42, 44	CTM	Registered

SCHEDULE 3

Required Style

SCHEDULE 4

Joint Research Directorate

1. Hosting of the Joint Research Directorate

1.1. The Joint Research Directorate is hosted by the Faculty of Medicine.

1.2. Imperial College, in its capacity as host of the Joint Research Directorate, is authorised to administer and manage any grants or contracts in respect of Research undertaken by the Trust where such grants or contracts have been formally registered with the Joint Research Directorate.

1.3. Imperial College, in its capacity as host of the Joint Research Directorate, is authorised to administer and manage any sponsorship review and approvals, site review and approvals, provision of insurance conditions and policy cover to individual research projects as applicable and in compliance with regulation and organisational policy.

1.4. Imperial College will be responsible for ensuring that the level of service provided by the Joint Research Directorate meets the levels agreed by the Parties under the Operational Agreement to be agreed pursuant to paragraph 3 below.

2. Policies and Procedures

2.1. The Parties recognise that the Trust and the Faculty of Medicine each have in existence policies and procedures in relation to managing and administering Research (the Existing Policies). The Parties agree that consistent policies and procedures in relation to Research would be advantageous to the AHSC.

2.2. The Parties undertake to jointly implement and review annually a set of policies that will determine the operation of the Joint Research Directorate.

2.3. The Joint Research Directorate policies include:

2.3.1. financial and managerial governance for grants and contracts;

2.3.2. accountability and regulatory compliance with all legal, ethical and scientific obligations;

2.3.3. registration of Research with the Joint Research Office and Joint Research Compliance Office and all necessary regulatory authorities;

2.3.4. costing and financing research, internal approvals and authorisations for research;

2.3.5. data sharing;

2.3.6. each other area the Parties agree requires a policy and/or guidance

2.4. The Parties undertake to implement and review annually a set of standard operating procedures for the management of research and to facilitate the implementation of the Joint Research Directorate Policies outlined in Paragraph 2.2 of this Schedule 4 (Standard Operating Procedures).

2.5. In order to achieve a successful implementation of the Joint Research Directorate Policies and Standard Operating Procedures set out in paragraphs 2.1 to 2.3 of this Schedule 4, the Parties agree to appoint a representative who has delegated authority to approve such policies and procedures. The initial representatives are either one of (a) the Head of Regulatory Compliance in the JRCO, (b) the Director of the JRO, (c) Head of the Clinical Research Operations Office, (d) Programme Director (Research).

3. Operational Agreement

3.1. The Parties will agree an Operational Agreement in relation to the services to be provided by the Joint Research Directorate.

3.2. The Operational Agreement will be reviewed by the Parties on an annual basis and any change to the level of service required or the financial contribution provided by either Party will be discussed in good faith with a view to agreeing an updated Operational Agreement.

3.3. The Operational Agreement will include details of any confirmed funding in respect of either Party for the relevant year. The Parties acknowledge and agree that the Joint Research Directorate do not have authority to determine the application of any Research funding, except to the extent it is directed to do so by the provider of such Research funding.

4. Staff

4.1. The staff of the Joint Research Directorate will be employed by one or either of the Parties and will be made available by that Party for the purposes of providing the services of the Joint Research Directorate.

4.2. Joint Research Directorate Staff Members will be appointed and employed pursuant to the policies and procedures of each Party on such terms and conditions of the employing Party (the **Employing Party**) as are in force at any time and agreed with the individual Staff Member. Each Party shall retain responsibility for all payments and outgoings in respect of the JRO/JRCO Staff Member employed by them.

4.3. The Trust agrees to provide Imperial College with a copy of the employment contract and any other relevant details of all Joint Research Directorate Staff Members employed by the Trust Senior Managers in the Joint Research Directorate with responsibility for managing Trust employed staff will be issued with honorary contracts with the Trust

4.4. Joint Research Directorate Staff Members employed by the Trust will be given honorary contracts with the College in respect of their role within the Joint Research Directorate, and will be expected to comply with all relevant Imperial College policies (including policies relating to ICT, Health and Safety, Human Resources, Fraud and Misconduct and JRCO Standard Operational Procedures)

4.5. Joint Research Directorate Staff Members employed by Imperial College will be given licences to attend the Trust in respect of their role within the Joint Research Directorate, and will be expected to comply with all relevant Trust policies (including policies relating to ICT,

Health and Safety, Human Resources, Fraud and Misconduct and NHS Litigation Authority/CQC standards

4.6. For the avoidance of doubt, while the payment of all amounts due to each Joint Research Directorate Staff Member will be met by the Party who employs the Joint Research Directorate, such costs will be taken into account in drawing up the Operational Agreement and related budget, with a view to the costs being borne by the Parties in proportion to the time the Joint Research Directorate Staff Member spends on each Party's business.

5. Management of the Joint Research Directorate

5.1. Each Party shall retain the responsibility for all Management Issues which arise or concern the Joint Research Directorate Staff Members employed by that Party.

5.2. The Parties agree that the reporting line for Joint Research Directorate Staff Members will be determined in accordance with the Joint Research Directorate Structure. For the avoidance of doubt, the Parties agree that:

5.2.1. Joint Research Directorate Staff Members may be supervised by and be directly accountable to the person who is shown as their line manager in the Joint Research Directorate Structure, regardless of whether that person is a Joint Research Directorate Staff Member employed by Imperial College or the Trust;

5.2.2. The Parties shall take all reasonable steps to ensure that Joint Research Directorate Staff Members obey all reasonable and lawful directions given to them by or under authority of such manager and shall use their best endeavours to promote the interests of the Employing Party and the non-Employing Parties. Such line manager shall also direct working arrangements, rosters, agree annual leave, special leave etc. in a manner which is consistent with the terms and conditions of employment of the Joint Research Directorate Staff Member, and

5.2.3. The relevant line manager will be responsible for the appraisal and supervision of all Joint Research Directorate Staff Members. Such appraisal will be conducted in accordance with appraisal policies and procedures as agreed by the Parties.

5.3. If a Joint Research Directorate Staff Member has a Management Issue in respect of the Party who is not their Employing Party, then the Joint Research Directorate Staff Member will raise such Management Issue in accordance with its employer's procedures. The Parties will then consult as appropriate with a view to resolving the Management Issue. Where it is necessary for the purposes of a Party's personnel procedures for a Joint Research Directorate Staff Member employed or contracted by the other Party to co-operate with the operation of any discipline or grievance procedures, the Parties shall use all reasonable endeavours to ensure that such co-operation is forthcoming. For avoidance of doubt such co-operation shall include any assistance which may reasonably be required by a Party in the event of any proceeding being brought by any Joint Research Directorate Member relating to matters which relate to the operation of the Joint Research Directorate.

5.4. Each Party will inform the other as soon as reasonably practicable of any other significant matter that may arise relating to any Joint Research Directorate Staff Member or their employment. For the avoidance of doubt, this means each Party agrees to promptly notify the other Party upon becoming aware of any act or omission by any Joint Research Directorate Staff Member which may constitute a material breach of the contract of employment of the Joint Research Directorate Staff Member and/or which may prejudice either Party, and promptly take such lawful action in connection with such action as the Employing Party of the Joint Research Directorate Staff Member may require.

6. Liability and Indemnities

6.1. Imperial College shall indemnify and keep the Trust indemnified in respect of any and all:

6.1.1. actions, costs, claims, damages, expenses (including without limitation legal fees), liabilities and losses incurred or suffered which are due to or with respect to any Joint Research Directorate Staff Member or which arise from any act or omission of any Joint Research Directorate Staff Member (Employment Liabilities) incurred or payable in respect of any Joint Research Directorate Staff Member employed by Imperial College from time to time which arise or are payable save where the Employment Liability arises as a direct result of any act or omission by the Trust; and

6.1.2. liability arising from any claim made by any third party arising out of or in respect of any act or omission of any Joint Research Directorate Staff Member employed by Imperial College save to the extent that such liability was due to:

6.1.2.1. any act or omission of the Trust; or

6.1.2.2. any act or omission by any Joint Research Directorate Staff Member employed by the Trust which is contrary to any supervision, management, direction or instruction which has been or was provided to the Joint Research Directorate Staff Member by Imperial College.

6.2. The Trust shall indemnify and keep Imperial College indemnified in respect of any act all:

6.2.1. Employment Liabilities incurred or payable in respect of any Joint Research Directorate Staff Member employed by the Trust from time to time which arise or are payable save where the Employment Liability arises as a direct result of any act or omission by Imperial College; and

6.2.2. liability arising from any claim made by any third party arising out of or in respect of any act or omission of any Joint Research Directorate Staff Member employed by the Trust save to the extent that such liability was due to:

6.2.2.1. any act or omission of Imperial College; or

6.2.2.2. any act or omission by any Joint Research Directorate Staff Member employed by Imperial College which is contrary to any supervision, management, direction or instruction which has been or was provided to the Joint Research Directorate Staff Member by the Trust.

7. General

7.1. Notwithstanding Clause 17 (Disputes), any dispute arising between the Parties in respect of the Joint Research Directorate shall be referred to the Faculty Operating Officer at Imperial College and the Medical Director of the Trust who shall meet to consider, discuss and endeavour to resolve such dispute as soon as possible.

7.2. If the dispute is not resolved within 10 Working Days of referral under paragraph 7.1 above, it shall be resolved in accordance with Clause 17 (Disputes).

Schedule 5

Clinical Academic Training Office (CATO)

1. Hosting of the Clinical Academic Training Office (CATO)

1.1. The Clinical Academic Training Office is hosted by the Faculty of Medicine.

1.2. Imperial College, in its capacity as host of the Clinical Academic Training Office, is authorised to administer National Institute for Health Research (NIHR) and other externally funded clinical academic training schemes undertaken within the Trust.

1.3. Imperial College will be responsible for ensuring that the level of service provided by the Clinical Academic Training Office meets the levels agreed by the Parties under the Operational Framework to be agreed pursuant to paragraph 3 below.

2. Policies and Procedures

2.1. The Parties recognise that the Trust and the Faculty of Medicine each have in existence policies and procedures in relation to managing Clinical Academic Training and individuals undertaking clinical academic training (the **Existing Policies).** The Parties agree that consistent policies and procedures in relation to Clinical Academic Training would be advantageous to the AHSC.

2.2. The Parties undertake to jointly develop and implement a set of policies that will determine the operation of the CATO within eight (8) months of 1 February 2016. Pending the implementation of these jointly developed policies, the Existing Policies of Imperial College shall apply to the CATO.

2.3. The policies will include:

2.3.1. financial and managerial governance for funding and bursaries awarded to clinical academic trainees;

2.3.2. internal approvals and authorisations for bursaries, funding and course places;

2.3.3. data sharing, information flows and reporting to internal stakeholders and external partners, authorities and funders;

2.3.4. delegated approval authorities from regulatory bodies (GMC sponsorship);

2.3.5. governance and approval/oversight of learning materials used by CATO and developed by the Parties;

2.3.6. accountability and information flows between CATO and Health Education England;

2.3.7. each other area the Parties agree requires a policy and/or guidance.

2.4. The Parties undertake to develop a set of standard operating procedures for the management of CATO activities and to facilitate the implementation of the CATO Policies outlined in paragraph 2.2 of this Schedule 5 **(Standard Operating Procedures)**

2.5. In order to achieve a successful development and implementation of the CATO Policies and Standard Operating Procedures set out in paragraphs 2.1 to 2.4 (inclusive) of this Schedule 5, the Parties agree to appoint a representative who has delegated authority to approve such policies and procedures. The initial representatives are either one of (a) the Director of Clinical Academic Training, and (b) the CATO Manager.

3. **Operational Framework**

3.1. The Parties will agree an Operational Framework in relation to the services to be provided by CATO.

3.2. The Operational Framework will be reviewed by the Parties on an annual basis and approved by the Joint Executive Group of the Academic Health Sciences Centre annually. Any change to the level of service required or the financial contribution provided by either Party will be discussed in good faith with a view to agreeing an updated Operational Framework.

4. Staff

4.1. The staff of the CATO will be employed by one or either of the Parties **(CATO Staff Members)** and will be made available by that Party for the purposes of providing the services of the Clinical Academic Training Office.

4.2. CATO Staff Members will be appointed and employed pursuant to the policies and procedures of each Party on such terms and conditions of the Employing Party as are in force at any time and agreed with the individual CATO Staff Member. Each Party shall retain responsibility for all payments and outgoings in respect of the CATO Staff Member employed by them.

4.3. The Trust agrees to provide Imperial College with a copy of the employment contract and any other relevant details of all CATO Staff Members employed by the Trust. Senior Managers in the CATO with responsibility for managing Trust employed staff will be issued with honorary contracts with the Trust.

4.4. CATO Staff Members employed by the Trust will be given honorary contracts with the College in respect of their role within the Clinical Academic Training Office and will be expected to comply with all relevant Imperial College policies (including policies relating to ICT, Health and Safety, Human Resources, Fraud and Misconduct)

4.5. For the avoidance of doubt, while the payment of all amounts due to each CATO Staff Member will be met by the Party who employs the CATO Staff Member, such costs will be taken into account in drawing up the Operational Framework and related budget, with a view to the costs being borne by the Parties in proportion to the time the CATO Staff Member spends on each Party's business.

5. Management of the Clinical Academic Training Office

5.1. Each Party shall retain the responsibility for all management issues which arise or concern the CATO Staff Members employed by that Party.

5.2. The Parties agree that the reporting line for CATO Staff Members will be determined in accordance with the CATO Structure. For the avoidance of doubt, the Parties agree that:

5.2.1. CATO Staff Members may be supervised by and be directly accountable to the person who is shown as their line manager in the CATO Structure, regardless of whether that person is a CATO Staff Member employed by Imperial College or the Trust;

5.2.2. The Parties shall take all reasonable steps to ensure that CATO Staff Members obey all reasonable and lawful directions given to them by or under authority of such manager and shall use their best endeavours to promote the interests of the Employing Party and the non-Employing Parties. Such line manager shall also direct working arrangements, rosters, agree annual leave, special leave etc. in a manner which is consistent with the terms and conditions of employment of the CATO Staff Member; and

5.2.3. the relevant line manager will be responsible for the appraisal and supervision of all CATO Staff Members. Such appraisal will be conducted in accordance with appraisal policies and procedures as agreed by the Parties.

5.3. If a CATO Staff Member has a management issue in respect of the Party who is not their Employing Party, then the CATO Staff Member will raise such management issue in accordance with its employer's procedures. The Parties will then consult as appropriate with a view to resolving the management issue. Where it is necessary for the purposes of a Party's personnel procedures for a CATO Staff Member employed or contracted by the other Party to co-operate with the operation of any discipline or grievance procedures, the Parties shall use all reasonable endeavours to ensure that such co-operation is forthcoming. For avoidance of doubt such co-operation shall include any assistance which may reasonably be required by a Party in the event of any proceeding being brought by any CATO Staff Member relating to matters which relate to the operation of the Clinical Academic Training Office.

5.4. Each Party will inform the other as soon as reasonably practicable of any other significant matter that may arise relating to any CATO Staff Member or their employment. For the avoidance of doubt, this means each Party agrees to promptly notify the other Party upon becoming aware of any act or omission by any CATO Staff Member which may constitute a material breach of the contract of employment of the CATO Staff Member and/or which may prejudice either Party, and promptly take such lawful action in connection with such action as the Employing Party of the CATO Staff Member may require.

6. Liability and Indemnities

6.1. Imperial College shall indemnify and keep the Trust indemnified in respect of any and all:

6.1.1. actions, costs, claims, damages, expenses (including without limitation legal fees), liabilities and losses incurred or suffered which are due to or with respect to any CATO Staff Member or which arise from any act or omission of any CATO Staff Member **(Employment Liabilities)** incurred or payable in respect of any CATO Staff Member employed by Imperial College from time to time which arise or are payable save where the Employment Liability arises as a direct result of any act or omission by the Trust; and

6.1.2. liability arising from any claim made by any third party arising out of or in respect of any act or omission of any CATO Staff Member employed by Imperial College save to the extent that such liability was due to:

6.1.2.1. any act or omission of the Trust; or

6.1.2.2. any act or omission by any CATO Staff Member employed by the Trust which is contrary to any supervision, management, direction or instruction which has been or was provided to the CATO Staff Member (employed by Imperial College) by Imperial College.

6.2. The Trust shall indemnify and keep Imperial College indemnified in respect of any and all:

6.2.1. Employment Liabilities incurred or payable in respect of any CATO Staff Member employed by the Trust from time to time which arise or are payable save where the Employment Liability arises as a direct result of any act or omission by Imperial College; and

6.2.2. liability arising from any claim made by any third party arising out of or in respect of any act or omission of any CATO Staff Member employed by the Trust save to the extent that such liability was due to:

6.2.2.1. any act or omission of Imperial College; or

6.2.2.2. any act or omission by any CATO Staff Member employed by Imperial College which is contrary to any supervision, management, direction or instruction which has been or was provided to the CATO Staff Member (employed by the Trust) by the Trust.

7. General

7.1. Notwithstanding Clause 17 (Disputes), any dispute arising between the Parties in respect of the Clinical Academic Training Office shall be referred to the Faculty Operating Officer at Imperial College and the Medical Director of the Trust who shall meet to consider, discuss and endeavour to resolve such dispute as soon as possible.

7.2. If the dispute is not resolved within 10 Working Days of referral under paragraph 7.1 above, it shall be resolved in accordance with Clause 17 (Disputes).

Schedule 6

Terms of Reference for the Strategic Partnership Board

Imperial College AHSC - Strategic Partnership Board Terms of Reference

Purpose: Responsible for the strategic stewardship of the AHSC and oversight of the relationship between College and Trust to ensure delivery of the tripartite mission encompassing Clinical Service, Research and Education. It will:

- Agree the AHSC strategy and monitor its implementation;
- Agree the development of the common direction,
- Ensure progress is being made towards the AHSC mission
- Hold each other to account for the performance of the shared agenda
- Oversee the investment of joint intellectual property (IP)
- Agree any programmes related to reputation management such as communications, branding and external relations
- Approve the Terms of Reference for the Joint Executive Group
- Approve the Terms of Reference for the AHSC IP Arbitration Committee

Membership: drawn from senior executive and non-executive directors from the College and Trust, with an equal number of members from each party:

College	**Trust**
President Provost Dean Faculty of Medicine	Chairman or a Non-Executive Director CEO Medical Director
AHSC Director (attends but does not have a vote)	

Chairmanship: An independent Chair shall be appointed by agreement between the Parties. In the event of deadlock the Chair shall have a casting vote.

Quorum: A quorum shall consist of not less than two members of the Committee, one from the College and one from the Trust, in addition to the Chairman (or designated deputy Chairman)

Frequency: Minimum of one meeting per annum and maximum of two per annum (one every six months).

Executive/Advisory. Executive insofar as either the College and Trust members are able to make decisions within their respective authorities, otherwise Advisory, with advice being referred for decision to their respective Board or Council.

Produces reports, as required, to: the respective higher authorities, such as the College Council and Trust Board, and to other external stakeholders as appropriate (such as the Department of Health and the National Commissioning Board)

Receives reports from: AHSC Joint Executive Group Secretariat: AHSC central team

Venue: alternating between Trust and College.

These Terms of Reference will be reviewed annually or earlier, if proposed by either side.

Schedule 7

Terms of Reference for the Joint Executive Group

Imperial College AHSC - Joint Executive Group Terms of Reference

Purpose: Responsible for the stewardship and the operational management of the AHSC as an institution across the Clinical Service, Research and Education missions, and for helping to shape the wider policy environment in which the AHSC operates. It will:

- Approve AHSC strategies for education, research and the development of evidence based practice prior to ratification by the Strategic Partnership Board
- Agree AHSC Directorate Budget annually and the AHSC research budget, and receive quarterly updates from the AHSC Directorate office on the management of the budgets
- Approve the establishment of AHSC sub-committees, agreeing membership and terms of reference and reviewing them annually; and overseeing and directing their activities
- Oversee development of an assessment framework, approve all academic and consultant posts, and assure recommendations of awards and promotions
- Note and review relevant appointments related to the AHSC
- Resolve any operational issues between College and Trust in fulfilling the Joint Working Agreement
- Support the preparation of the agenda for the SPB and ensure outputs are actioned
- Manage the process of re-accreditation.

Membership: drawn from senior executive directors from the Faculty of Medicine and Trust, with an equal number of members from each party:

College	**Trust**
Dean Faculty of Medicine Vice-Dean responsible for Education Faculty Operating Officer	CEO Medical Director Director of Nursing
AHSC Director	
Attend but do not have a vote Vice Dean Faculty of Medicine/Director of Research and Development for ICHT Director Clinical Academic Training, AHSC Chief Operating Officer, ICHT Managing Director, Imperial College Academic Health Science Partnership (ICHP) Director of Strategy, ICHT, Programme Director, External Partnerships, Faculty of Medicine, Imperial College Other Faculty representative, Imperial College Others by invitation	

Chairmanship: Dean Faculty of Medicine

Deadlock: In the event of deadlock, the matter will be referred to the Strategic Partnership Board for a decision.

Frequency: Meet monthly or more frequently at the discretion of the Dean Faculty of Medicine and the CEO

Executive/Advisory: Executive insofar as either the College and Trust members are able to make decisions within their respective authorities, otherwise Advisory, with advice being referred for decision to their respective Boards, via the AHSC Strategic Partnership Board, as appropriate

Reports to: Strategic Partnership Board

Receives reports from: AHSC JEG sub-committees,

Secretariat: AHSC Directorate

Venue: alternating between Trust and College.

These Terms of Reference will be reviewed annually or earlier, if proposed by either side.

Schedule 8

Data Sharing Agreement

Information Sharing Agreement

FINAL

January 2015

Information Sharing Agreement

Document Version Control			
Title: Information Sharing Agreement			
Version	**Date**	**Authors**	**Change**
V0.5	14/01/2015	Dr Sanjay Gautama Philip Robinson	Re-draft
V0.3	13/01/15	Philip Robinson Dominic Moor	Updates and corrections
v0.2	25/11/2014	Philip Robinson Roger Tatoud	Re-shape and re-drafted
v0.1	11/11/2014	Philip Robinson	First draft adapted from • "***CWHEE Information Sharing Agreement for the Purposes of Direct Care Memorandum of Understanding"*** (November 2013) - Author: - Linda Williamson • Information Sharing Agreement (Draft) 06/11/14 – Author Anne Mottram

Key Reference Documents

Document	Author	Date
"CWHEE Information Sharing Agreement for the Purposes of Direct Care Memorandum of Understanding"	Linda Williamson.	November 2013
"NHS Brent, NHS Harrow & NHS Hillingdon CCGS – Information Sharing Protocol"	Sonia Patel Mike Davies	May 2014
"NHS North West London Information Sharing Agreement	David Stone	July 2014

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1. National Context

1.1 The National Health Service contains a wealth of longitudinal health data from cradle to grave on the UK population. The advent of electronic patient records provides significant opportunities for health care professionals and researchers to identify more effective treatments, improve drug safety, assess risks to public health and study the causes of diseases and disability at a faster pace and on a scale not previously possible.

1.2 Facilitating the sharing of Patient Data across Imperial College NHS Trust (ICHNT) and its academic partner Imperial College London (The College) under the auspices of the Imperial AHSC will be central to fostering research that should ultimately benefit the health and the wealth of the nation.

2. Local Context

2.1 The Imperial AHSC is committed to advancing translational research to benefit healthcare delivery whilst maintain the confidentiality and integrity of its patients' information. Access to a patient's identifiable information that is not related to the direct healthcare delivery of the patient may only be undertaken with the patient's consent or under obligation by law.

2.2 Currently, investigators conducting research or audit using patient data can apply to the Trust Information Management team or the Information Governance team. The IG and Information Management team deal with both routine and ad-hoc request and perform a series of checks to ensure necessarily regulatory and contractual agreements are in place before authorising a warranted and safe transfer of patient data for the requester, assuming these will remain within the Trust.

2.3 Requests for patient data are examined on a case by case basis and data is provided in accordance with an Information Processing Agreement for each study. The two routes to access data are not connected and the process is time consuming whilst offering limited control or monitoring of how the data set is used.

2.4 Informatics infrastructure such as the NIHR Health Informatics Collaborative (NIHR HIC) are allowing researchers (clinicians and academics) access to e-health records in a secure environment that protects patient confidentiality.

2.5 Research is conducted primarily in an academic environment which requires the transfer of patient data from Trust to their academics partner. As more health data becomes available it will become important to ensure that Imperial research community (Trust and College) is in a strong position to fully exploit the research potential offered by these resources.

2.6 An information Sharing Agreement between Imperial College NHS Trust and its academics Imperial College London will optimise the use of health records in research and put both institutions in a position to exploit existing capacity and future capability.

2.7 This agreement covers the governance arrangements for the provision and processing of Patient Data (identifiable / anonymised / pseudonymised) to ICHNT and ICL contract workers requiring access NHS Patient Data for the purpose of conducting research.

2.8 In protecting the patient's rights, there is an absolute requirement that patient identifiable information and pseudonymised information is managed in a transparent, auditable and secure manner. This will require the transfer and storage of information to be encrypted and firewalled with defined access control and retention policies.

2.9 This agreement covers the use of data for the purposes of research, audit and service development. It does not cover information used in direct care.

3. Long Term Vision

3.1 By establishing the principle, processes and procedures to share Patient Data between ICHNT and the College, this information sharing agreement will facilitate research and provide the framework for data sharing for all future research initiatives.

3.2 In addition to facilitating research, and in particular translational research, this agreement will contribute towards the drive to improve the quality of data collected in the NHS, for example improving coding to ensuring consistency and the capture of nuanced information, and linking high resolution phenotypic data with emerging genomic data.

3.3 In the long term AHSC will have established a single point of access for all ICHNT and ICL workers requiring access NHS Patient Data for the purpose of conducting research. Data will be provided in accordance with a streamlined process and in compliance with existing regulatory and legal frameworks and with the capability to monitor data use and research outcomes.

4. Guiding Principles for the Sharing of Information

4.1 Imperial College Academic Health Science Centre is a partnership between Imperial College London and Imperial College Healthcare NHS Trust, based in West London. We work closely and are associated with Imperial College Health Partners, the designated Academic Health Science Network for North West London.

Partner Organisations	Senior Responsible Officers
Imperial College Healthcare NHS Trust	Kevin Jarrold, Chief Information Officer
Imperial College London	Professor Paul Elliott, School of Public

	Health

4.2 The basis of this agreement is the protection of the information processing rights of patients.

4.3 Fair Processing information is provided to our patients and their consent to have their identifiable information utilised in research must be recorded in a manner that demonstrates that it is fully informed, fully documented and auditable.

4.4 Sharing of any personal identifiable information or pseudonymised information must be in a manner which is compliant with the legal responsibilities of both organisations as data controllers under the Data Protection Act 1998 (as may be amended from time to time).

4.5 Both partners will operate a lawful and recorded subject access request (Data Protection Act 1998) and request for information (Freedom of Information Act 2000) procedures.

4.6 Where personal identifiable information is being utilised, both partners must ensure there is a robust approach to password discipline combined with an appropriate auditing tool that can provide the patient with a list of who accessed their records upon request, and when.

4.7 Partners must adhere to robust Information Governance processes and data quality standards to protect their partner organisations from exposure to risk and ensure data is shared with confidence. This should be supported by regular audits, and an openness and accountability overseen by the “Joint Information Security Committee”

4.8 In signing this agreement the partners are not relinquishing any responsibilities and existing governance frameworks surrounding Information Governance.

4.9 The partners endorse, support and promote the accurate, timely, secure and confidential sharing of both pseudonymised and anonymised data where such data sharing is essential for the provision of research to support effective and efficient health care related services.

4.10 The partners are fully committed to ensuring that data sharing is in accordance with their legal, statutory and common law duties, and that it meets the requirements of any additional guidance.

4.11 The partners shall ensure that they have in place local policies and procedures to meet the national requirements for Data Protection, Data Security, Confidentiality and that compliance is measured using the Information Governance Toolkit as a standard.

4.12 The partners will ensure that they maintain Level 2 status within the NHS Information Governance Toolkit Assessment or its equivalent.

5. Acceptable Use

5.1 The partners will use anonymised and pseudonymised data made available under the agreement to perform approved commercial and non-commercial research. No data shall be released to research studies that do not have NRES and R&D approval.

5.2 The default position in the agreement is that the information shared between the parties shall be provided wherever possible as anonymised data.

5.3 Under exceptionally rare circumstances, a request to share Personal Identifiable Data may occur. This would only be permitted in accordance with the Information rights of data subjects and in accordance with the Data Protection Act (1998) and related legislation. This would require one of the following:

- Explicit, informed, recorded consent of the patient following the administration of an appropriate fair processing notice
- Section 251 exemption to process personal identifiable information for an authorised purpose
- Other disclosure as required and authorised by law, such as a court order.

5.4 Any such request would require a formal Caldicott Review using the Trust's IG / Caldicott Call Management Process that formally documents the outcome of the Caldicott Review.

5.5 Under this agreement there is a provision to share anonymised and pseudonymised data with third parties who fall within the following categories and where such studies have received ethical approval. This includes collaborations with:

- Universities
- Research related charities
- Non-Commercial research
- EU funded collaborations
- Sanctioned registries

5.6 Any proposed sharing of information must be strictly in accordance with the rights of the Data Subjects.

6. Fair Processing and Informed / Explicit Consent and Dissent

6.1 Patients should be made aware of any benefits or disadvantages of sharing their data in a balanced manner in order to support an informed decision making process about the consent to share personal identifiable information from their health records. Fair processing information must be administered in an accessible format that allows the patient to retain the information for future reference as appropriate. Fair processing information will be reviewed as part of the Caldicott Review process.

6.2 It is the patient's responsibility to decide whether they wish to participate in research projects and share their personal identifiable information for the purposes of clinical / organisational research. **The default status will be non-consent for any re-use of personal identifiable information**.

6.3 Explicit recorded consent will be recorded in the patient's notes. Clinicians should use their professional judgement relating to the best process for managing patients with limited capacity to give their consent.

6.4 More information can be found in the Mental Capacity Act Code of Practice. Additional consent models will be available for under 16s developed in accordance with best practice and legislation.

6.5 Obtaining meaningful consent is a dynamic undertaking, not simply a tick box exercise and patients may choose to reconsider their decision at any time. In areas of potential sensitivity, even where a patient may have already agreed to share their record, clinicians should discuss consent and make patients aware of their ability to withhold the whole record or a specific piece of information when this facility is available.

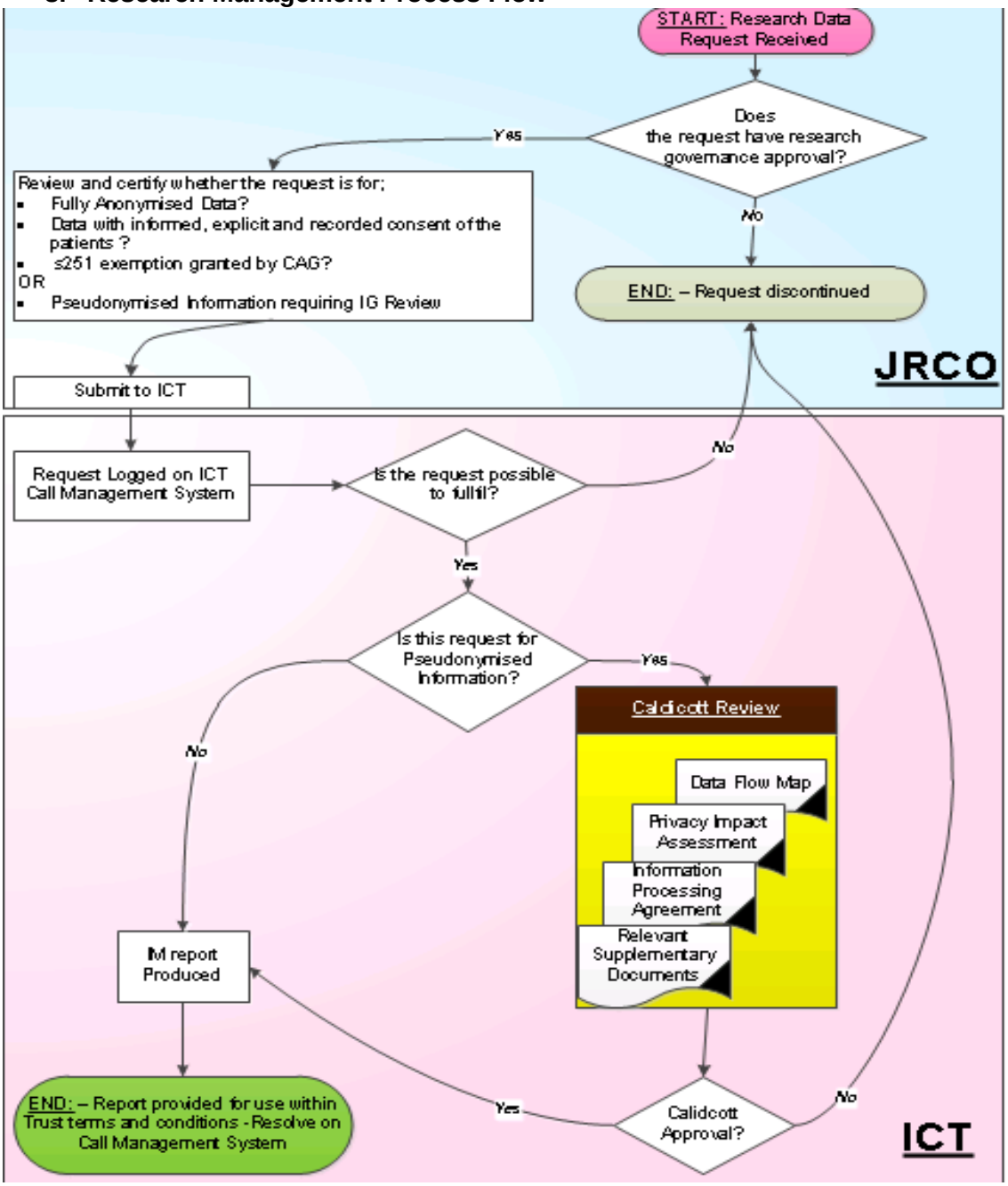
6.6 Partner organisations should make patients aware that they have the right to opt out of sharing their record. They also have the right to change from a consent status where records are shared to a dissent status where records are not shared.

7. Sharing of Anonymised Data

7.1 The default position in the agreement is that the information shared between the parties should be provided where possible as anonymised data. Section 8 of this agreement details the process for the sharing of anonymised data in the research management process flow. The parties acknowledge that under the agreement fully anonymised (as defined within the appendix of this agreement) data may be shared for approved research studies in accordance with appendix 2 of the agreement.

7.2 This agreement does not provide the parties with unrestricted access to pseudonymised data. For the avoidance of doubt, and having compared the dataset against the definitions for anonymised and pseudonymised data, if any doubt remains the parties should treat this as pseudonymised data. The research management process to request pseudonymised data is outlined below.

8. Research Management Process Flow



9. Secure Transfer of Information

9.1 The data will be sent to the recipient using an appropriate secure electronic transfer mechanism. This will be one of the following options:

- A secure encrypted email – this is achieved by adding "Encrypt" to the subject line of an email leaving the Trust. This facility is provided by Watchguard.
- Secure Online Upload – using SSL 256 bit encryption
- An encrypted USB Memory Device
- Hand to hand courier of paperwork

9.2 This agreement **prohibits** insecure methods of transfer, including but not limited to:

- Unencrypted USB Storage Devices
- Sending papers in the internal post / ordinary post
- Sending information via email without encryption or to an unauthorised email recipient (e.g. Hotmail / webmail account)

10. Secure Access and Confidentiality

10.1 The partners are required to ensure access to information is restricted to those with individual credentials to access the data thus ensuring transparency of action and accountability.

10.2 The partners undertake to ensure they will prevent the unauthorised use of data obtained under this agreement and specified in accordance with individual information sharing agreements.

10.3 Both partners must ensure that access to the data is managed, auditable and restricted to those individuals who need to process the data for the specific purpose/s outlined in the Agreement.

10.4 This agreement will not apply to data already published or data not subject to a duty of confidentiality.

11. Secure Information Storage

11.1 The recipient of data shall at all times access, use and store the data in accordance with the terms of the Data Protection Act 1998 and in particular the obligations imposed by this Act to take appropriate technical and organisational measures against unauthorised or unlawful access, processing or accidental loss and destruction or damage to the data.

11.2 Data will be held in a secure environment upholding confidentiality, integrity and availability in accordance with the standards set out within the NHS Information Governance Toolkit. The partners shall make available all audits of security including NHS Information Governance Toolkit returns / action plans to provide assurance of security for the transferred data as appropriate.

11.3 Patient identifiable information and pseudonymised information must be held in a secure, firewalled and encrypted environment with appropriate access control supported by a defined retention policy.

12. Secure Destruction and Disposal of Data

12.1 The data recipient shall ensure that Primary investigators take responsibility for the destruction of the data once it is no longer required for the purpose for which it was collected under the agreement. Data that is shared by partner organisations under this agreement should be retained in accordance with the Records Management: NHS Code of Practice Part 2 (Second Edition). The disposal procedure for the data shall be recorded in the research governance documents and be available for external audit for a period of up to 10 years.

13. Incidents and Data Breaches

13.1 In respect to a potential – 'near miss' or an actual data breach, the relevant party shall notify the other party to this agreement at the earliest available opportunity and shall follow the appropriate organisational and statutory processes. There should be regular communication between the parties on the management and outcome of the data breach incident.

14. Compliance

14.1 Both organisations will continue to comply with the requirements of this agreement. Failure to comply with the terms as outlined in this agreement may constitute a breach of contract and result in termination of the agreement.

14.2 The Joint Information Security Committee is the governing body for this Information Sharing Agreement.

15. Publications

15.1 The data provider and recipient shall ensure that any publications derived from the data by either party comply with the following guidance:

- Anonymisation: Standard for Publishing Health and Social Care Data
- Anonymisation: managing data protection risk code of practice, ICO
- Local or study specific guidance

16. Intellectual Property

16.1 Each of the parties shall ensure that they maintain up to date local policies and procedures on the identification and exploitation of intellectual property and shall comply with these in all related matters arising from the agreement.

16.2 Where there is a potential commercial interest or value arising from the organisation and structuring of a specific database, developed under this agreement, it shall be necessary to establish ‘database rights’. This is the clarification of the owners of the component pieces of the data.

16.3 Should a commercial value arise, the parties shall be required to agree revenue sharing in accordance with the guiding principles within the local Intellectual Property policies and may wish to do so with support from the current mutually appointed commercialisation partner.

16.4 Disputes arising from commercialisation of database rights shall be addressed through the local policies and if resolution is not achieved, these should be referred to the AHSC Intellectual Property Arbitration Committee.

16.5 Should the parties over time decide to terminate the arrangement with the same commercialisation partner then Section 16 of the agreement shall be reviewed.

Appendix A

Key legislation and common law

The key legislation and guidance affecting the sharing and disclosure of personal information are:

- The Data Protection Act 1998
- The Caldicott Principles
- The Human Rights Act 1998
- Freedom of Information Act 2000
- Health and Social Care Act 2012
- Mental Health Act 1983
- Regulation of Investigatory Powers Act 2000
- Children Act 2004 (“CA2004”) and the Information Sharing Index
- Mental Health Capacity Act 2005 Code of Practice
- The Access to Health Records Act 1990
- The Crime and Disorder Act 1998
- The Criminal Procedures and Investigations Act 1996

The principles and procedures embodied in this document are based upon the rights of the individuals under the aforesaid legislation, best practice and standards according to (but not limited to) the following pieces of key guidance:

- NHS Constitution
- ISO/IEC 27002:2005
- The Confidentiality NHS Code of Practice
- The GMC Duties of a Doctor
- The GMC Codes of Confidentiality
- The Common Law Duty of Confidentiality
- The NHS Care Record Guarantee for England
- The Records Management NHS Code of Practice
- The Information Security NHS Code of Practice
- Code of Practice on Protecting the Confidentiality of Service User Information 2012
- Caldicott 2 Report
- HSCIC Guide to Confidentially in Health and Social Care

Appendix B

Glossary of terms

Term	Definition
Audit trail	An audit trail (or audit log) is a record of everyone who has looked at or changed a record, why, when they did so and what changes were made.
Caldicott Guardian	A senior person responsible for protecting the confidentially of patient and service users information and enabling appropriate information sharing by providing advice to professionals and staff.
Consent	Definition of consent – consent is the approval or agreement for something to happen after consideration. For consent to be legally valid, the individual must be informed, have the capacity to make the decision in question and give consent voluntarily. This means the individual must know and understand how their information is to be used and shared (there should be 'no surprises') and they should understand the implications of their decision, particularly when refusing to allow information to be shared is likely to affect the care that they receive. This applies to both explicit consent and implied consent.
Explicit Consent	Explicit consent is unmistakable. It can be given in writing or verbally, or conveyed through another form of communication such as a signed declaration. A patient may have capacity to give consent, but they may not be able to write or speak. Explicit consent is required when sharing information with staff that are not part of the team caring for the individual. It may also be required for a use other than for which the information was originally collected, or when sharing is not related to an individual's direct health and social care.
Implied Consent	Implied consent is applicable only within the context of direct care of individuals. It refers to instances where the consent of an individual patient can be implied without having to make any positive action, such as giving their verbal agreement for a specific aspect of sharing information to proceed. Examples of the use of implied consent includes doctors and nurses sharing personal confidential data during handovers without asking for the patients consent. Alternatively, a physiotherapist may access the record of a patient who has already accepted a referral before a face-to-face consultation on the basis of implied consent.
Data	Qualitative or quantitative statements or numbers that are (or assumed to be) factual. Data may be raw or primary data (e.g.

	direct from measurement) or derivative of primary data, but are not yet the product of analysis or interpretation other than calculation.
Data breach	Any failure to meet the requirements of the Data Protection Act 1998 such as unlawful disclosure, misuse of personal confidential data or an inappropriate invasion of privacy.
Data controller	A person (individual or organisation) who determines the purposes for which and the manner in which any personal confidential data will be processed. Data controllers must ensure that any processing of personal data for which they are responsible complies with the Data Protection Act 1998. • Data controllers in common agree to pool data and are both responsible for how it is used but each may process the data independently for its own purposes. All of the data controllers in common are still responsible for ensuring that data is adequately protected.
Direct care	A clinical, social or public health activity concerned with the prevention, investigation and treatment of illness and the alleviation of suffering for individuals.
Information governance	How organisations manage the way information and data is handled within the health and social care system in England. Information governance covers areas such as the collection, use, access and decommissioning of data, as well as requirements and standards organisations and their suppliers need to achieve in order to fulfil the obligations that information is handled legally, securely, efficiently, effectively in a manner which upholds public trust.
Legitimate relationship	The legal relationship that exists between an individual and the health and social care professionals and staff providing or supporting their care.
Patient records	Patient records (or care records) are personal records. They comprise documentary and other records concerning an individual (living or dead) who can be identified from the data set and relates: • To the individual physical or mental health • To spiritual counselling or assistance given or to be given to the individual; or • To counselling or assistance given or to be given to the individual, for the purposes of their personal welfare, by any voluntary organisation or by any individual who: • By reasons or the individuals office or occupation has responsibilities for their personal welfare or • By order of a court has a responsibility for the individuals' supervisions. This record may be held electronically or in a

	paper file or a combination of both.
Primary care	Primary care refers to services provided by GP practices, dental practices, community pharmacies and high street optometrists.
Service user	Any person receiving health or social care.
Third party	In relation to personal data, any person other than the subject of the data, the data controller, or a data processor.

Appendix C

AHSC Full Year Budget		Costs as of 15/16
Core budget for all AHSC members		
Staff Costs		
Independent Chair	0.1FTE	
AHSC Director	0.4FTE	
AHSC Administrator	1.0FTE	
Office Manager	1.0FTE	
Project Manager	1.0FTE	
Core staff costs total		£345,000
Non Staff Costs		
Core non staff costs total		£181,000
TOTAL CORE COSTS		**£526,000**
bi- lateral costs		
*Director, Research Directorate	0.5FTE	
*Director, Joint Research Office	0.5FTE	
*Director, Joint Research Compliance Office	0.5FTE	
*Director, Contracts	0.5FTE	
*BRC Manager	1.0FTE	
Director, CATO	0.4FTE	
CATO manager	1.0FTE	
Communication Officer	1.0FTE	
Director Information Governance	0.2FTE	
Bi- lateral staff costs		£458,000
Total Costs		**£984,000**

* Faculty currently recovers 50% of Gross Salary

Imperial College Healthcare NHS Trust

Report to:	Date of meeting
Trust board - public	27 January 2016

TDA monthly governance statements – November and December 2015

Executive summary:

As part of the on-going oversight by the NHS Trust Development Authority (TDA) the Trust is required to submit self-certified declarations on a monthly basis.

The Trust board is asked to ratify the November 2015 submission (reviewed by the executive committee on 22 December) and to approve the December 2015 submission (reviewed by the executive committee on 26 January 2016). The responses to statements 4 and 8 in relation to financial and operational performance have been further amended since the last review by the board.

Recommendation to the Trust board:

The Trust board is asked to ratify the November submission and approve the December submission

Trust strategic objectives supported by this paper:

To achieve excellent patients experience and outcomes, delivered efficiently and with compassion.

Author	Responsible executive director
Jan Aps, Trust company secretary	Tracey Batten, Chief executive

NHS TRUST DEVELOPMENT AUTHORITY
OVERSIGHT: Monthly self-certification requirements - Compliance Monitor.
Monthly Data: December 2015 Submitted 31/01/2016

1. Condition G4 – Fit and proper persons as ~~Governors and~~ Directors (also applicable to those performing equivalent or similar functions).
2. Condition G5 - Having regard to monitor guidance.
3. Condition G7 – Registration with the Care Quality Commission.
4. Condition G8 – Patient eligibility and selection criteria.
5. Condition P1 – Recording of information.
6. Condition P2 – Provision of information.
7. Condition P3 – Assurance report on submissions to Monitor.
8. Condition P4 – Compliance with the National Tariff.
9. Condition P5 – Constructive engagement concerning local tariff modifications.
10. Condition C1 – The right of patients to make choices.
11. Condition C2 – Competition oversight.
12. Condition IC1 – Provision of integrated care.

Further guidance can be found in Monitor's response to the statutory consultation on the new NHS provider licence:
The new NHS Provider Licence
COMPLIANCE WITH MONITOR LICENCE REQUIREMENTS FOR NHS TRUSTS:

Condition	Executive lead
Q1. Condition G4 Fit and proper persons as ~~Governors and~~ Directors. (Also applicable to those performing equivalent or similar functions). **ICHT Response: Yes** **Explanation:** All Directors comply with the fit and proper persons requirements.	David Wells, Director of people and organisational development.
Q2. Condition G5 Having regard to Monitor guidance. **ICHT Response: Yes** **Explanation:** Where appropriate to NHS trusts	Richard Alexander, Chief financial officer
Q3. Condition G7 Registration with the Care Quality Commission. **ICHT Response: Yes** **Explanation:**	Janice Sigsworth, Director of nursing
Q4. Condition G8 Patient eligibility and selection criteria. **ICHT Response: Yes** **Explanation:** This condition requires licensees to set and publish transparent patient eligibility and selection criteria and to apply these in a transparent manner. This includes criteria for determining patient eligibility for particular services, for accepting or rejecting referrals or determining the manner in which services are provided. The Trust fulfils this condition through a range of methods including; use of the ICHT access policy which sets out transparently how the Trust manages referrals and access to services, co-design with CCGs and NHSE of the eligibility criteria for access to specialist tertiary services and publication of these criteria to health care professionals and patients, use of specific processes to seek funding approval for those procedures where contractually prior commissioning approval is required, compliance with the standards set out within the NHS Constitution.	Steve McManus, Chief operating officer
Q5. Condition P1 Recording of pricing information (particularly in relation to expenditure, and expenditure incurred by third parties delivering healthcare services) **ICHT Response: Yes** **Explanation:**	Richard Alexander, Chief financial officer
Q6. Condition P2 Provision of information to enable Monitor (for which read TDA) to undertake their functions. **ICHT Response: Yes** **Explanation:** All financial and activity reporting information required by TDA is provided to timetable	Richard Alexander, Chief financial officer
Q7. Condition P3 Provision of assurance reports on submissions to Monitor (for which read TDA) which comply with requirements and provide a true and fair assessment **ICHT Response: Yes** **Explanation:** Provided as required to TDA	Richard Alexander, Chief financial officer
Q8. Condition P4 Compliance with the National Tariff. **ICHT Response: Yes** **Explanation:**	Richard Alexander, Chief financial officer

Q9. Condition P5 Constructive engagement concerning local tariff modifications. **ICHT Response: Yes** **Explanation:**	Richard Alexander, Chief financial officer
Q10. Condition C1 The right of patients to make choices. **ICHT Response: Yes** **Explanation:** This condition protects patients' rights to choose between providers by obliging providers to make information available and act in a fair way where patients have choice of provider. ICHT achieves this condition through a range of initiatives including; publishing waiting times through Choose & Book to support patients and their GP in making informed decisions in the GP surgery, working closely with CCGs and NHSE to draft and implement referral criteria/pathways for access to specialist services.	Steve McManus, Chief operating officer.
Q11. Condition C2 Competition oversight. **ICHT Response: Yes** **Explanation:**	Richard Alexander, Chief financial officer
Q12. Condition IC1 Provision of integrated care. **ICHT Response: Yes** **Explanation:** This condition states that the licensee shall not do anything that could reasonably be regarded as detrimental to enabling integrated care. ICHT works in partnership with commissioners to develop integrated care and whole systems approaches to developing patient pathways including; co-design and piloting of a virtual ward, development of joined community and secondary care outpatient services, improvements to electronic communications relating to patient records.	Steve McManus, Chief operating officer.

NHS TRUST DEVELOPMENT AUTHORITY
OVERSIGHT: Monthly self-certification requirements - Board Statements
Monthly Data: December 2015, to be submitted 31/01/2016

CLINICAL QUALITY
FINANCE
GOVERNANCE
The NHS TDA's role is to ensure, on behalf of the Secretary of State, that aspirant FTs are ready to proceed for assessment by Monitor. As such, the processes outlined here replace those previously undertaken by both SHAs and the Department of Health.
In line with the recommendations of the Mid Staffordshire Public Inquiry, the achievement of FT status will only be possible for NHS Trusts that are delivering the key fundamentals of clinical quality, good patient experience, and national and local standards and targets, within the available financial envelope

For CLINICAL QUALITY, that:	Executive lead
Q1. *The Board is satisfied that, to the best of its knowledge and using its own processes and having had regard to the TDA's oversight model (supported by Care Quality Commission information, its own information on serious incidents, patterns of complaints, and including any further metrics it chooses to adopt), the trust has, and will keep in place, effective arrangements for the purpose of monitoring and continually improving the quality of healthcare provided to its patients.* **ICHT Response: Yes** **Explanation: Governance arrangements in place to assure quality of care with clear accountability and reporting.**	Chris Harrison, Medical director
Q2. *The Board is satisfied that plans in place are sufficient to ensure ongoing compliance with the Care Quality Commission's registration requirements.* **ICHT Response: The Board is satisfied that the Trust meets the CQC registration requirements and is registered with no conditions.** **Following the CQC inspection in September 2014, the Trust received a number of compliance actions. An action plan has been approved by the Trust Board and CQC to address these regulatory breaches. Furthermore, a compliance and improvement framework outlining the Trust's approach to ensure compliance has been approved by the Trusts' Executive Committee and has been implemented**	Janice Sigsworth, Director of nursing
Q3. *The Board is satisfied that processes and procedures are in place to ensure all medical practitioners providing care on behalf of the trust have met the relevant registration and revalidation requirements.* **ICHT Response: Yes** **Explanation: Responsible officer in place with governance arrangements to provide assurance.**	Chris Harrison, Medical director
For Finance, that:	
Q4. *The Board is satisfied that the trust shall at all times remain a going concern, as defined by the most up to date accounting standards in force from time to time.* **ICHT Response: Yes** **Explanation: The Board considers annually the Going Concern of the Trust as per IAS 1. The accounts for 2014/15 were prepared on a 'Going Concern' basis with a paper reviewed by the May Trust Board that supported this conclusion.** **The Executive has noted that under the new Financial Sustainability Risk Rating (FSSR) criteria the very disappointing M7 results score a 2 and that our latest updated internal forecast for the year would see us drop to a 1 – our updated cash forecast estimates sufficient funding only until Sept 2016. The Board will discuss this at its November meeting.** **The Audit, Risk & Governance Committee discussed going concern in December in preparation for the 15/16 accounts advised by its external auditors. The Executive has circulated & discussed draft planning targets for 16/17 of a challenging CIP in the range of 6-8% aiming to significantly reduce the current deficit.**	Richard Alexander, Chief financial officer
For GOVERNANCE, that:	
Q5. *The Board will ensure that the trust remains at all times compliant with the NTDA accountability framework and shows regard to the NHS Constitution at all times.* **ICHT Response: Yes** **Explanation: The review of compliance with the NTDA accountability framework, in particular alignment with the Well-led framework has been completed and is being repeated across all levels of the Trust. A comprehensive action plan is being implemented and continues to be developed.**	Jan Aps Trust company secretary
Q6. *All current key risks to compliance with the NTDA's Accountability Framework have been identified (raised either internally or by external audit and assessment bodies) and addressed – or there are appropriate action plans in place to address the issues in a timely manner.* **ICHT Response: Yes** The Trust has a Risk Management Strategy and a Corporate Risk Register (CRR). The CRR identifies the key risks to the organisation. **Explanation: The Trust has a Risk Management Framework in place and risks identified as part of the good**	Janice Sigsworth Director of nursing

governance review have been identified and documented with appropriate actions in place to deliver.	
Q7. *The Board has considered all likely future risks to compliance with the NTDA Accountability Framework and has reviewed appropriate evidence regarding the level of severity, likelihood of a breach occurring and the plans for mitigation of these risks to ensure continued compliance.* **ICHT Response: Yes** **Explanation: The Framework for 2015/16 has been reviewed by the Trust company secretary. The proposed oversight model and confirmed suite of indicators has recently been received and is being reviewed to ensure that all required indicators are monitored as part of business as usual. The Annual Governance Statement identifies significant issues for 2015/16. The Trust has a Risk Management Framework and Board Assurance Framework in place and risks / barriers to achievement of the strategic objectives have been identified and documented with appropriate actions in place to deliver. In addition, the risk management framework includes a rigorous review of scoring, controls and mitigation.**	Janice Sigsworth Director of nursing
Q8. *The necessary planning, performance management and corporate and clinical risk management processes and mitigation plans are in place to deliver the annual operating plan, including that all audit committee recommendations accepted by the board are implemented satisfactorily.* **ICHT Response: Yes** **Explanation: There are risk management processes in place. Recommendations from audits are followed up and the actions reported at each Audit, Risk & Governance Committee. The CFO has noted that the exceptional month 7 variance to plan calls into question the reliability of our income forecasting process. The Chief Executive has appointed a Strategic Advisor.**	Richard Alexander, Chief Financial Officer
Q9. *An Annual Governance Statement is in place, and the trust is compliant with the risk management and assurance framework requirements that support the Statement pursuant to the most up to date guidance from HM Treasury (www.hm-treasury.gov.uk)* **ICHT Response: Yes** **Explanation: The AGS was completed and submitted. Compliance with AGS will continue to be monitored using the Trust's risk management and governance assurance frameworks**	Jan Aps Trust company secretary
Q10. *The Board is satisfied that plans in place are sufficient to ensure on-going compliance with all existing targets as set out in the NTDA oversight model; and a commitment to comply with all known targets going forward.* **ICHT Response: No** **Explanation:** The Trust October performance against the RTT 92% standard was 90.87%, a slight worsening of the position from the previous month; this was a result of a combination of individual capacity constraints at speciality level, and bed pressures, resulting in the need to cancel a small volume of elective surgery. Additional capacity is now in place in many specialities, and it is expected that performance will recover in early 2016 to meet the 92% standard. The Trust continued to meet the monthly 6 week diagnostic waiting time standard in October with 0.4 per cent waiting over 6 weeks against the 1 per cent tolerance. Performance against the four hour access standard for patients attending Accident and Emergency remained challenged at 89.09 per cent in November. There has been an increase above expected numbers of type 1 attenders and of patients needing admission. This has created challenges for the Trust to manage the flow of patients through the organisation. The system wide performance across the North West London sector remains challenged. In December, performance is reported for the cancer waiting times standards in October. In October, the Trust achieved all eight national cancer standards. This included recovery of the two week wait GP referral standard which the Trust failed to meet in September.	Steve McManus, Chief operating officer.
Q11. *The Trust has achieved a minimum of Level 2 performance against the requirements of the Information Governance Toolkit.* **ICHT Response: Yes** **Explanation: The Trust is compliant and submitted its most recent toolkit return on 31 March 2015, achieving a minimum level 2 assessment against all standards.**	Kevin Jarrold, Chief information officer.
Q12. *The Board will ensure that the trust will at all times operate effectively. This includes maintaining its register of interests, ensuring that there are no material conflicts of interest in the board of directors; and that all board positions are filled, or plans are in place to fill any vacancies.* **ICHT Response: Yes** **Explanation: Board members are reminded at each Trust board of the need to ensure that the register of interests is current; it is formally reviewed regularly at Trust Board meetings.** **Arrangements for making declarations for all staff grade 8c and above have been reviewed (to strengthen assurance);**	Jan Aps Trust company secretary

a new process was planned using the e-learning tool to ease management action and provide an audit tool for compliance; this was not possible. The policy has been reviewed and updated; a rolling programme of staff reminders is now in place. The Trust currently has one NED vacancy.	
Q13. *The Board is satisfied that all executive and non-executive directors have the appropriate qualifications, experience and skills to discharge their functions effectively, including setting strategy, monitoring and managing performance and risks, and ensuring management capacity and capability.* **ICHT Response: Yes** **Explanation: A Board development programme continues to run in 2015/16 on a bi-monthly basis.**	David Wells, Director of people and organisational development.
Q14. *The Board is satisfied that: the management team has the capacity, capability and experience necessary to deliver the annual operating plan; and the management structure in place is adequate to deliver the annual operating plan.* **ICHT Response: Yes** **Explanation: A high calibre senior management team is in place with the capacity, capability and experience to deliver the annual operating plan.** **Development sessions continue in 2015/16.**	David Wells, Director of people and organisational development.

NHS TRUST DEVELOPMENT AUTHORITY
OVERSIGHT: Monthly self-certification requirements - Compliance Monitor.
Monthly Data: December 2015 Submitted 31/01/2016

1. Condition G4 – Fit and proper persons as ~~Governors and~~ Directors (also applicable to those performing equivalent or similar functions).
2. Condition G5 - Having regard to monitor guidance.
3. Condition G7 – Registration with the Care Quality Commission.
4. Condition G8 – Patient eligibility and selection criteria.
5. Condition P1 – Recording of information.
6. Condition P2 – Provision of information.
7. Condition P3 – Assurance report on submissions to Monitor.
8. Condition P4 – Compliance with the National Tariff.
9. Condition P5 – Constructive engagement concerning local tariff modifications.
10. Condition C1 – The right of patients to make choices.
11. Condition C2 – Competition oversight.
12. Condition IC1 – Provision of integrated care.

Further guidance can be found in Monitor's response to the statutory consultation on the new NHS provider licence:
The new NHS Provider Licence
COMPLIANCE WITH MONITOR LICENCE REQUIREMENTS FOR NHS TRUSTS:

Condition	Executive lead
Q1. Condition G4 Fit and proper persons as ~~Governors and~~ Directors. (Also applicable to those performing equivalent or similar functions). **ICHT Response: Yes** **Explanation:** All Directors comply with the fit and proper persons requirements.	David Wells, Director of people and organisational development.
Q2. Condition G5 Having regard to Monitor guidance. **ICHT Response: Yes** **Explanation:** Where appropriate to NHS trusts	Richard Alexander, Chief financial officer
Q3. Condition G7 Registration with the Care Quality Commission. **ICHT Response: Yes** **Explanation:**	Janice Sigsworth, Director of nursing
Q4. Condition G8 Patient eligibility and selection criteria. **ICHT Response: Yes** **Explanation:** This condition requires licensees to set and publish transparent patient eligibility and selection criteria and to apply these in a transparent manner. This includes criteria for determining patient eligibility for particular services, for accepting or rejecting referrals or determining the manner in which services are provided. The Trust fulfils this condition through a range of methods including; use of the ICHT access policy which sets out transparently how the Trust manages referrals and access to services, co-design with CCGs and NHSE of the eligibility criteria for access to specialist tertiary services and publication of these criteria to health care professionals and patients, use of specific processes to seek funding approval for those procedures where contractually prior commissioning approval is required, compliance with the standards set out within the NHS Constitution.	Steve McManus, Chief operating officer
Q5. Condition P1 Recording of pricing information (particularly in relation to expenditure, and expenditure incurred by third parties delivering healthcare services) **ICHT Response: Yes** **Explanation:**	Richard Alexander, Chief financial officer
Q6. Condition P2 Provision of information to enable Monitor (for which read TDA) to undertake their functions. **ICHT Response: Yes** **Explanation:** All financial and activity reporting information required by TDA is provided to timetable	Richard Alexander, Chief financial officer
Q7. Condition P3 Provision of assurance reports on submissions to Monitor (for which read TDA) which comply with requirements and provide a true and fair assessment **ICHT Response: Yes** **Explanation:** Provided as required to TDA	Richard Alexander, Chief financial officer
Q8. Condition P4 Compliance with the National Tariff. **ICHT Response: Yes** **Explanation:**	Richard Alexander, Chief financial officer

Q9. Condition P5 Constructive engagement concerning local tariff modifications. **ICHT Response: Yes** **Explanation:**	Richard Alexander, Chief financial officer
Q10. Condition C1 The right of patients to make choices. **ICHT Response: Yes** **Explanation:** This condition protects patients' rights to choose between providers by obliging providers to make information available and act in a fair way where patients have choice of provider. ICHT achieves this condition through a range of initiatives including; publishing waiting times through Choose & Book to support patients and their GP in making informed decisions in the GP surgery, working closely with CCGs and NHSE to draft and implement referral criteria/pathways for access to specialist services.	Steve McManus, Chief operating officer.
Q11. Condition C2 Competition oversight. **ICHT Response: Yes** **Explanation:**	Richard Alexander, Chief financial officer
Q12. Condition IC1 Provision of integrated care. **ICHT Response: Yes** **Explanation:** This condition states that the licensee shall not do anything that could reasonably be regarded as detrimental to enabling integrated care. ICHT works in partnership with commissioners to develop integrated care and whole systems approaches to developing patient pathways including; co-design and piloting of a virtual ward, development of joined community and secondary care outpatient services, improvements to electronic communications relating to patient records.	Steve McManus, Chief operating officer.

NHS TRUST DEVELOPMENT AUTHORITY
OVERSIGHT: Monthly self-certification requirements - Board Statements
Monthly Data: December 2015, to be submitted 31/01/2016

CLINICAL QUALITY
FINANCE
GOVERNANCE
The NHS TDA's role is to ensure, on behalf of the Secretary of State, that aspirant FTs are ready to proceed for assessment by Monitor. As such, the processes outlined here replace those previously undertaken by both SHAs and the Department of Health.
In line with the recommendations of the Mid Staffordshire Public Inquiry, the achievement of FT status will only be possible for NHS Trusts that are delivering the key fundamentals of clinical quality, good patient experience, and national and local standards and targets, within the available financial envelope

For CLINICAL QUALITY, that:	Executive lead
Q1. *The Board is satisfied that, to the best of its knowledge and using its own processes and having had regard to the TDA's oversight model (supported by Care Quality Commission information, its own information on serious incidents, patterns of complaints, and including any further metrics it chooses to adopt), the trust has, and will keep in place, effective arrangements for the purpose of monitoring and continually improving the quality of healthcare provided to its patients.* **ICHT Response: Yes** **Explanation: Governance arrangements in place to assure quality of care with clear accountability and reporting.**	Chris Harrison, Medical director
Q2. *The Board is satisfied that plans in place are sufficient to ensure ongoing compliance with the Care Quality Commission's registration requirements.* **ICHT Response: The Board is satisfied that the Trust meets the CQC registration requirements and is registered with no conditions.** **Following the CQC inspection in September 2014, the Trust received a number of compliance actions. An action plan has been approved by the Trust Board and CQC to address these regulatory breaches. Furthermore, a compliance and improvement framework outlining the Trust's approach to ensure compliance has been approved by the Trusts' Executive Committee and has been implemented**	Janice Sigsworth, Director of nursing
Q3. *The Board is satisfied that processes and procedures are in place to ensure all medical practitioners providing care on behalf of the trust have met the relevant registration and revalidation requirements.* **ICHT Response: Yes** **Explanation: Responsible officer in place with governance arrangements to provide assurance.**	Chris Harrison, Medical director
For Finance, that:	
Q4. *The Board is satisfied that the trust shall at all times remain a going concern, as defined by the most up to date accounting standards in force from time to time.* **ICHT Response: Yes** **Explanation: The Board considers annually the Going Concern of the Trust as per IAS 1. The accounts for 2014/15 were prepared on a 'Going Concern' basis with a paper reviewed by the May Trust Board that supported this conclusion.** **The Executive has noted that under the new Financial Sustainability Risk Rating (FSSR) criteria the very disappointing M7 results score a 2 and that our latest updated internal forecast for the year would see us drop to a 1. While the 2016/17 plan is being developed there is uncertainty in the forecast beyond year end, but it is likely that there will be significant risks relating to the cash position in Q1.. The Audit, Risk & Governance Committee discussed going concern in December in preparation for the 15/16 accounts advised by its external auditors. The Executive has circulated & discussed draft planning targets for 16/17 of a challenging CIP in the range of 6-8% aiming to significantly reduce the current deficit.**	Richard Alexander, Chief financial officer
For GOVERNANCE, that:	
Q5. *The Board will ensure that the trust remains at all times compliant with the NTDA accountability framework and shows regard to the NHS Constitution at all times.* **ICHT Response: Yes** **Explanation: The review of compliance with the NTDA accountability framework, in particular alignment with the Well-led framework has been completed and is being repeated across all levels of the Trust. A comprehensive action plan is being implemented and continues to be developed.**	Jan Aps Trust company secretary
Q6. *All current key risks to compliance with the NTDA's Accountability Framework have been identified (raised either internally or by external audit and assessment bodies) and addressed – or there are appropriate action plans in place to address the issues in a timely manner.* **ICHT Response: Yes** The Trust has a Risk Management Strategy and a Corporate Risk Register (CRR). The CRR identifies the key risks to the organisation.	Janice Sigsworth Director of nursing

Explanation: The Trust has a Risk Management Framework in place and risks identified as part of the good governance review have been identified and documented with appropriate actions in place to deliver.	
Q7. *The Board has considered all likely future risks to compliance with the NTDA Accountability Framework and has reviewed appropriate evidence regarding the level of severity, likelihood of a breach occurring and the plans for mitigation of these risks to ensure continued compliance.* **ICHT Response: Yes** **Explanation: The Framework for 2015/16 has been reviewed by the Trust company secretary. The proposed oversight model and confirmed suite of indicators has recently been received and is being reviewed to ensure that all required indicators are monitored as part of business as usual. The Annual Governance Statement identifies significant issues for 2015/16. The Trust has a Risk Management Framework and Board Assurance Framework in place and risks / barriers to achievement of the strategic objectives have been identified and documented with appropriate actions in place to deliver. In addition, the risk management framework includes a rigorous review of scoring, controls and mitigation.**	Janice Sigsworth Director of nursing
Q8. *The necessary planning, performance management and corporate and clinical risk management processes and mitigation plans are in place to deliver the annual operating plan, including that all audit committee recommendations accepted by the board are implemented satisfactorily.* **ICHT Response: Yes** **Explanation: There are risk management processes in place. Recommendations from audits are followed up and the actions reported at each Audit, Risk & Governance Committee. The CFO has noted that the exceptional month 7 variance to plan calls into question the reliability of our income forecasting process. The Chief Executive has appointed a Strategic Advisor.**	Richard Alexander, Chief Financial Officer
Q9. *An Annual Governance Statement is in place, and the trust is compliant with the risk management and assurance framework requirements that support the Statement pursuant to the most up to date guidance from HM Treasury (www.hm-treasury.gov.uk)* **ICHT Response: Yes** **Explanation: The AGS was completed and submitted. Compliance with AGS will continue to be monitored using the Trust's risk management and governance assurance frameworks**	Jan Aps Trust company secretary
Q10. *The Board is satisfied that plans in place are sufficient to ensure on-going compliance with all existing targets as set out in the NTDA oversight model; and a commitment to comply with all known targets going forward.* **ICHT Response: No** **Explanation:** Referral to Treatment The Trust performance for December was 89.68 per cent and was a significant deterioration in performance. There was also a continuation of patients waiting more than a year for elective treatment. An improvement plan has been implemented to ensure performance recovery. This includes daily meetings with the Director of Operations & Performance and the Head of Performance with the Divisional Directors of Operations and General Managers to micromanage plans to ensure an increased activity volume each week in line with recovery trajectories. The Chief Operating Officer will also Chair meetings twice a week with the Divisional Directors of Operations to oversee assurances that performance will be recovered within quarter 4. Contributing factors for deteriorating performance in December included reduced activity over the Christmas period, cancellation of elective work during the planned junior doctor industrial action, as well as operational challenges. The Trust is working with local commissioners and the London-wide RTT Project Management Office to source additional capacity at both NHS and private provider organisations to support the Trust in reducing the volume of pathways over 18 weeks throughout the coming months. In addition, the Trust had already planned to increase capacity in a number of specialities over quarter 4, and this will support reduction in patients waiting over 18 weeks. The daily meetings now in place will provide corporate assurance that the plans will deliver a turnaround in RTT performance and therefore reduce the waiting times for those patients waiting for elective treatment. 52 weeks The Trust had 11 patients in December who were waiting over 52 weeks for treatment. Three patients have received their treatment and two have been booked for treatment. Dates for treatment are being agreed for a further three patients and three patients are due to come for an outpatient clinic before the end of January. Diagnostic The Trust did not meet the monthly 6 week diagnostic waiting time standard in December with 1.7 per cent waiting over 6 weeks against the 1 per cent tolerance. This was related to a specific issue relation to an operational estates failure. This was completely unforeseen and led to cancellations that could not be rebooked in month. All of these patients have been rebooked within the month of January and therefore the Trust is confident that the 6 week diagnostic standard will be reported within the tolerance levels from January. ED target Performance against the four hour access standard for patients attending Accident and Emergency remained challenged at 88.52 per cent in December. The Trust has been working closely with the local health system to develop detailed site based action plans. It is not expected that the Trust will achieve the 95 per cent 4 hour wait standard at the St Mary's site within the 2015/16	Steve McManus, Chief operating officer.

financial year. However, it is projected, that the CXH site will be fully compliant by March 2016. The HH urgent care centre consistently delivers performance well within the national thresholds. <u>Cancer target</u> The Trust underperformed against the 62-day national screening target, delivering performance of 79.4 per cent against a 90 per cent target. Tolerance against this standard is low due to the low numbers of cancers diagnosed through screening services. Three of four breaches related to patient initiated delays in the diagnostic and treatment phase of the breast screening pathway and one breach related to delays at another hospital site after repatriation from the breast screening service. The breast screening service has agreed to align its tracking and escalation processes with CWT requirements and to provide clinical contact with patients who are failing to engage with the service at an earlier point than is required by the breast screening guidelines to support delivery of the standard. The Trust is currently validating the December and Quarter 3 position to recover the performance position for quarter end. The Trust delivered against all other standards in November, and expects to continue to do so in both December and for Quarter 3. <u>C diff</u> Nine cases of Clostridium difficile were allocated to the Trust for December 2015. None of these are attributable to a lapse in care. A total of 57 cases have been allocated to the Trust so far this financial year, which is above our ceiling of 50 to meet the annual target but lower than the 58 cases this time last year. Three of these are attributable to lapses in care (1 in May, June and October). The Trust year end cumulative ceiling threshold is 69. Each case is reviewed by a multi-disciplinary team to examine whether any lapses in care or possible hospital transmission occurred. Although 9 cases is more than we would expect over the course of a month, even in the winter, it is important to note that no potential lapses in care were identified	
Q11. *The Trust has achieved a minimum of Level 2 performance against the requirements of the Information Governance Toolkit.* **ICHT Response: Yes** **Explanation: The Trust is compliant and submitted its most recent toolkit return on 31 March 2015, achieving a minimum level 2 assessment against all standards.**	Kevin Jarrold, Chief information officer.
Q12. *The Board will ensure that the trust will at all times operate effectively. This includes maintaining its register of interests, ensuring that there are no material conflicts of interest in the board of directors; and that all board positions are filled, or plans are in place to fill any vacancies.* **ICHT Response: Yes** **Explanation: Board members are reminded at each Trust board of the need to ensure that the register of interests is current; it is formally reviewed regularly at Trust Board meetings.** **Arrangements for making declarations for all staff grade 8c and above have been reviewed (to strengthen assurance); a new process was planned using the e-learning tool to ease management action and provide an audit tool for compliance; this was not possible. The policy has been reviewed and updated; a rolling programme of staff reminders is now in place. The Trust currently has one NED vacancy.**	Jan Aps Trust company secretary
Q13. *The Board is satisfied that all executive and non-executive directors have the appropriate qualifications, experience and skills to discharge their functions effectively, including setting strategy, monitoring and managing performance and risks, and ensuring management capacity and capability.* **ICHT Response: Yes** **Explanation: A Board development programme continues to run in 2015/16 on a bi-monthly basis.**	David Wells, Director of people and organisational development.
Q14. *The Board is satisfied that: the management team has the capacity, capability and experience necessary to deliver the annual operating plan; and the management structure in place is adequate to deliver the annual operating plan.* **ICHT Response: Yes** **Explanation: A high calibre senior management team is in place with the capacity, capability and experience to deliver the annual operating plan.** **Development sessions continue in 2015/16.**	David Wells, Director of people and organisational development.

Imperial College Healthcare NHS Trust

Report to:	Date of meeting
Trust Board	27 January 2016

CQC Update Report

Executive summary:

The following report provides an update to the Trust Board in relation to: the Trust's Care Quality Commission (CQC) registration, the implementation of the compliance and improvement framework and progress against the CQC action plan.

Recommendation to the Trust board:

The Trust board is asked to note this report.

Trust strategic objectives supported by this paper:

To achieve excellent patients experience and outcomes, delivered efficiently and with compassion.

Author	Responsible executive director
Priya Rathod, Deputy Director of Quality Governance	Janice Sigsworth, Director of Nursing

CQC update report

1 Purpose

The following report provides an update to the Trust Board in relation to; the Trust's Care Quality Commission (CQC) registration, the implementation of the compliance and improvement framework, progress against the CQC action plan and inspection preparation.

2 Intelligent Monitoring

- The CQC wrote to the trust on 20 October 2015 and requested an update in relation to on-going work on the patient pathway for out-of-hospital cardiac arrests.
- The trust submitted its response to the CQC on 27 November 2015 and is awaiting a response.
- The Board will recall from its meeting in November 2015 that the CQC wrote to the trust in August 2015 about a maternity outlier alert relating to puerperal sepsis and / or other puerperal infections within 42 days of delivery. Subsequently, the CQC requested further information which was submitted to the CQC in December 2015. The Trust is currently awaiting a response.

3 CQC inspections/reviews of the Trust

- The trust was not inspected by the CQC in Q2. The CQC have published their inspections through to the end of April 2016 and the trust has not been identified. This means that the earliest the trust can be re-inspected is May 2016.
- When the trust was initially alerted that it would be inspected in September 2014 the CQC indicated that the inspection would include the Western Eye Hospital (WEH). The trust was subsequently advised that the CQC's position had changed and the WEH was considered a specialist hospital, and would receive its own inspection. Further discussion between the Trust and the CQC will seek to clarify the position.

4 Update on the Implementation of the Compliance and Improvement Framework

The Board will recall that a trust-wide Compliance and Improvement Framework has been developed to ensure the Trust is compliant with CQC regulations and to drive improvement in the quality of care delivered. The framework comprises of the following components:

4.1.1 Deep dive reviews

- During 2015/16, internal audit are conducting a series of deep dive reviews for areas that were rated as 'good' by the CQC.
- Since the last Trust Board meeting, the findings of the following reviews have been finalised:

- ***Renal satellite units***
- Key issues identified from the review relate to; patient transport, estates and branding/signage of the sites.

- ***End of life care (Charing Cross and Hammersmith Hospitals)***
- Some issues in relation to staff training, consistent standard of DNAR forms and acting on audit outcomes were identified from the review.

- ***Urgent and emergency services (Charing Cross Hospital)***
- Issues related to the environment and capacity was observed.
- The deep dive review programme for 2015/16 has now concluded.

4.1.2 Core Service Reviews

- ***Critical care (Charing Cross and Hammersmith)***
- The second set of core service reviews for areas rated overall as 'Inadequate' or 'Requires improvement' were carried out in mid-September 2015. At the last board meeting, the findings for two of these reviews (medical care and surgery) were presented. The key headlines from the third review of critical care are summarised below:

- Areas at both sites continue to perform well in relation to incident reporting, and areas were generally found to be clean.
- There were some inconsistencies observed regarding the storage of medicines and with infection control practices.
- Completion of statutory and mandatory training appears to be improving in all areas and there continues to be good multi-disciplinary working in the service.
- Good examples of compassionate care were observed.
- It was noted that capacity, step-down and patient flow were issues at times although staff were aware that plans were being developed to address this, across the Trust.
- Staff continues to indicate that they feel able to raise concerns and staff were aware that there was a long-term strategy for the service.

- The final and third set of core service reviews will take place for; maternity and gynaecology, children's and young people and neonatal services in January 2016 and for Western Eye Hospital in February 2016.

- The outcomes of all deep dive and core service reviews have been shared with divisional colleagues for any action required and the findings have been presented to the Executive Quality Committee and Quality Committee.

5 Progress against the CQC action plan

- All actions within the plan are largely on track. A summary of progress is outlined below.

CQC 'Must-do Compliance' Actions Overview			
Status of actions	**Nov**	**Dec**	**Trend**
Actions completed on time	36	36	⟷
Actions on track	2	2	⟷
Actions completed late	13	13	⟷
Actions off track	0	0	⟷
Actions not completed	4	4	⟷
Total	**55**	**55**	

CQC 'Must-do' Actions Overview			
Status of actions	**Nov**	**Dec**	**Trend**
Actions completed on time	24	24	⟷
Actions on track	1	1	⟷
Actions completed late	8	8	⟷
Actions off track	0	0	⟷
Actions not completed	4	4	⟷
Total	**37**	**37**	

CQC 'Should-do' Actions Overview			
Status of actions	**Nov**	**Dec**	**Trend**
Actions completed on time	14	14	⟷
Actions on track	0	0	⟷
Actions completed late	4	5	⇧
Actions off track	0	0	⟷
Actions not completed	3	2	⇩
Total	**21**	**21**	

- There are currently 10 actions which are off track but these are all largely anticipated to be completed by the end of March 2016 pand progress towards achieving these are monitored by the Executive Quality Committee on a monthly basis.

6 Next steps

- Undertake the scheduled deep dive and core service reviews
- Complete implementation of the CQC action plan.

Imperial College Healthcare NHS Trust

Report to:	Date of meeting
Trust Board	27 January 2016

2015 Emergency Preparedness, Resilience and Response (EPRR) assurance process

Executive summary:

The NHS needs to plan for, and respond to, a wide range of incidents and emergencies that could affect health or patient care. These could be anything from extreme weather conditions to an outbreak of an infectious disease or a major transport accident. The Civil Contingencies Act (2004) requires NHS organisations, and providers of NHS funded care, to show that they can deal with such incidents while maintaining services. This programme of work is referred to in the health community as Emergency Preparedness, Resilience and Response (EPRR).

NHS Trusts are expected to participate annually and assure NHS England that our resilience plans are robust enough to manage any incident that may affect the business as usual operations of the hospital. The Trust has always been highly rated, and out of the 59 measures, the Trust scored 51 'green' ratings, 8 'amber' ratings and zero 'red' ratings. The Trust's stock of emergency equipment was also assessed as compliant during the assurance process giving the Trust an overall compliance rating of 'substantial'.

London wide results will not be published until March 2016; once published we will be able to benchmark ourselves, but compared to last year's results we should achieve the same if not better rating.

An action plan for the 'amber' ratings has been prepared and its delivery will be co-ordinated and overseen by the Emergency Planning team.

Recommendation to the Trust board:

The Trust board is asked to:

1. Note the outcome of 2015 EPRR assurance
2. Note the actions on page 4 that are being worked through and completed by the emergency planning team.

Trust strategic objectives supported by this paper:

To achieve excellent patient experience and outcomes, delivered efficiently and with compassion.

To educate and engage skilled and diverse people committed to continual learning and improvement.

Author	Responsible executive director
Nicola Grinstead, Director of Operational Performance	Steve McManus, Chief Operating Officer

1. Introduction and Context

1.1. The Civil Contingencies Act (2004) requires category one responders (all Acute providers) to demonstrate they can manage a wide range of incidents such as a prolonged period of severe pressure, extreme weather conditions, or an outbreak of an infectious disease or a major traffic accident;

1.2. In May 2015 NHS England issued a the document; "NHS England Core Standards for Emergency Preparedness, Resilience and Response (EPRR)" which sets out the minimum EPRR standards NHS organisations must meet. This new document supersedes its forerunners: 'The NHS Commissioning Board Core Standards for Emergency Preparedness, Resilience and Response', (January 2013) and 'NHS England Core Standards for Emergency Preparedness, Resilience and Response' (May 2014) and defines a new set of standards;

1.3. 11 core standards (8 general and 3 specifically related to hazardous materials) are grouped into 59 individual measures which must be met by Trust's. Adequate assurance must be provided through an annual assessment process;

1.4. Additionally, as part of the assurance process, a stock check of emergency equipment was also undertaken.

2. Emergency Preparedness, Resilience and Response Core Standards

2.1. The 11 core standards are detailed below

General EPRR standards

- Governance
- Duty to assess risk
- Duty to maintain plans – emergency plans and business continuity plans
- Command and control
- Duty to communicate with the public
- Information sharing
- Co-operation
- Training and exercising

Hazardous materials and chemical, biological radiological and nuclear standards

- Preparedness
- Decontamination Equipment
- Training

Stock check of emergency equipment undertaken

The 11 core standards are comprised of 59 measures against which a Trust's performance is assessed.

To enable a national-level overview of EPRR capability each organisation is asked to provide a single self-assessed Level of Compliance, approved by the AEO (Accountable Executive Officer – Steve McManus). This is intended to summarise whether organisations believe they are fully, substantially, partially or non-compliant against the core standards as a whole. The definitions of each term are detailed below:

Compliance Level	Evaluation and Testing Conclusion
Full	The plans and work programme in place appropriately address all the core standards that the organisation is expected to achieve.
Substantial	The plans and work programme in place do not appropriately address one or more the core standard themes that the organisation is expected to achieve.
Partial	The plans and work programme in place do not adequately address several core standard themes that the organisation is expected to achieve.
Non-compliant	The plans and work programme in place do not appropriately address multiple core standard themes that the organisation is expected to achieve.

2.2. 2015 EPRR Assurance Assessment

2.2.1. In October 2015, the NHS England London EPRR team undertook a review of the emergency preparedness activities at Imperial College Healthcare NHS Trust against the 11 nationally defined EPRR core standards;

2.2.2. Trusts were required to submit evidence in relation to the 11 core standards by demonstrating how they meet 59 indicators. ICHT achieved 51 green ratings (86%), 8 amber ratings (14%) and zero red ratings. This is the same percentage (to 0 decimal places) as last year. A stock check of emergency equipment was also undertaken recording full compliance;

2.2.3. The single overall Level of Compliance, approved by the AEO, was self-assessed to be 'Substantial' and confirmed by NHS England;

2.2.4. The 8 amber areas requiring improvements comprise:

- Re-aligned risk assessment to map into the Trust's new risk management process and register receives committee review;
- Improved clarity of business continuity process including revisions of the current strategic plan and updating in relation to latest NHS guidance;
- Revision of planned arrangements for Surge and Escalation Management
- Executive sign off of evacuation plans;
- Further revision of critical services, utilities, IT and telecoms business continuity plans;
- Revision and sign-off of prioritised business critical functions and acceptable service level informed by risk analysis;
- Improved internal engagement of interested parties and key stakeholders who have a role in the plans and securing agreement to their content;
- Improved evidencing assurance of commander competency based on national occupational standards.

2.3. Action Plan

A detailed action plan has been put in place to ensure all amber rated indicators can be improved (and green ratings maintained). The action plan will be further developed, co-ordinated and implemented by the Emergency Planning team. The key components of the action plan include:

2.3.1. Already completed

- Committee review of re-aligned risks
- Improved internal engagement of interested parties and key stakeholders

2.3.2. Within 3 months

- Revision of planned arrangements for Surge and Escalation Management
- Executive sign off of evacuation plans

2.3.3. Within 6 month

- Improved clarity of business continuity process including revisions of the current strategic plan and updating in relation to latest NHS guidance.
- Revision and sign-off of prioritised business critical functions and acceptable service level informed by risk analysis
- Further revision of critical services, utilities, IT and telecoms business continuity plans.
- Improved evidencing assurance of commander competency based on national occupational standards.

2.3.4. On-going

- Continued work to maintain green assurance ratings.

Imperial College Healthcare NHS Trust

MINUTES OF THE AUDIT, RISK & GOVERNANCE COMMITTEE (part I only)
Wednesday 7 October 2015
Clarence Wing Boardroom
St Mary's Hospital

Present (part I):	
Sir Gerald Acher (Chair)	Non-Executive Director
Prof Sir Anthony Newman Taylor	Non-Executive Director (item 1 until part of 5.5)
Sarika Patel	Non-Executive Director
Dr Andreas Raffel	Non-Executive Director (item 1 until part of 5.5)
In attendance:	
Richard Alexander	Chief Financial Officer
Dr Tracey Batten	Chief Executive
Steve McManus	Chief Operating Officer
Ian Garlington	Director of Strategy and Development
Jan Aps	Trust Company Secretary
Paul Grady	Director, TIAA
Prof Chris Harrison	Medical Director
Philip Lazenby	Director of Audit, TIAA
Leigh Lloyd-Thomas	Partner / Public Sector Assurance, BDO LLP
Keith Loveridge	Associate Director Employee Relations (part of item 3.1 onwards)
Arti Patel	Senior Counter Fraud Specialist
Siobhan Peters	Deputy CFO
Ian Sharp	Executive Director, TIAA
Prof Janice Sigsworth	Director of Nursing
Tracy Walsh	Committee Clerk (minutes)
David Wells	Director of people and organisation development

1	**GENERAL BUSINESS**	**Action**
1.1	**Chair's opening remarks and apologies for absence** The Chair welcomed everyone to the meeting. There were no apologies for absence.	
1.2	**Declarations of interest or conflicts of interest** There were no declarations of interest declared at the meeting.	
1.3	**Minutes of the Committee's meeting on 8 July 2015** The minutes were approved as an accurate record.	
1.4	**Action log, forward plan, & matters arising report** The committee noted the updates to the action log, particularly that: • IVF proposal – would be reviewed by the Executive Committee; and onward approval if the value of the proposal required this. Dr Tracey Batten confirmed that reputational matters could be carefully considered. • Safeguarding adults and DNAR internal audits – Philip Lazenby reported that the reports would be completed within the next two weeks. Dr Tracey Batten noted, more generally, that improvements would be introduced in the way that internal audit reports were reviewed and signed off. Dr Batten reported that Imperial Healthcare Charity had advised they would fund the upgrade/refurbishment of Riverside theatres at Charing Cross hospital.	
PART I AUDIT		
2	**EXTERNAL AUDIT BUSINESS**	

2.1	**External audit progress report** Leigh Lloyd-Thomas presented the paper noting that he would be meeting with Deloitte LLP (the Trust's previous external auditors) over the next month for a full handover. Mr Lloyd-Thomas reported that BDO's technical team were reviewing the recently issued draft manual for accounts, but at the current time it was not believed there were any major changes on the previous year; he noted that the accounts close date was three days earlier than in 2014/15. Mr Lloyd-Thomas noted that from 2017 the Trust would be able to appoint its own auditors and that during the summer of 2016 the committee would need to form an appointments panel to ensure the appointment was confirmed by December 2016. Dr Batten noted that the committee's terms of reference would need to be amended in 2016 to include the role as appointment panel. In response to a question from Richard Alexander, Mr Lloyd-Thomas reported that BDO would be happy to support the Trust if they wished to move to a quarterly hard close of the accounts rather than the current annual hard close. Mr Alexander would discuss the matter at Executive Committee and brief the Audit, governance and risk committee in December. The Committee noted the external audit update.	**JA** **RA**
3	**INTERNAL AUDIT BUSINESS**	
3.1	**Internal audit and counter fraud progress report** Philip Lazenby presented the report that provided an update on progress with the 2015/16 plan. He reported that the audit on nursing and midwife staff vacancies arrangements had been given limited assurance as only limited information had been made available when compared to a similar audit completed five years previously. Mr Lazenby noted that the significant use of bank and agency staff created a financial and patient safety risk (this was recognised on the risk register). Prof Sigsworth would provide a brief report on the action in place to reduce use of agency, and give consideration as to when a further audit would be appropriate. In response to a question from Sir Gerry Acher, David Wells reported that the Trust's recruitment process needed to be challenged to shorten the recruitment process which was currently on average eight weeks from advert to a member of staff being in post. Mr Wells would review the recruitment process for new posts and circulate a brief on the current process and action plan for improvement to the non-executive members. Dr Batten noted that future focus would be on staff retention and Mr Wells reported that he had requested a report on the reasons why staff leave the Trust to enable him to evaluate how staff retention could be improved. Mr Lazenby reported that the raising concerns (whistleblowing) audit had been rated as providing substantial assurance. It would appear, however, that the updated policy (ratified in April 2015) which included the roles and responsibilities of the Freedom to speak guardian and wider disclosure was not in general use by staff. The committee noted that a number of audits (RTT, Infection control and Cancer) had been rescheduled in agreement with the Chief Financial Officer. The committee noted that this had been included in previous internal audit reports, but asked that any future amendments to the plan were particularly highlighted in reports. Arti Patel reported that the counter fraud policy was being updated and would be presented to the Executive Committee prior to being submitted to the Audit, governance and risk committee in December. The Committee noted the internal audit and counter fraud report.	**JS** **DW** **TIAA/ RA**
4	**FINANCIAL & OTHER BUSINESS**	
4.1	**Tender waivers report 2014/15** Richard Alexander presented the paper. The committee requested that in future the reports provide the rationale for why it was appropriate not to go to tender, for those items over £100k. Mr Alexander reported that Symbio were no longer being used as the sole recruiter for data validators.	**RA**

	The Committee noted the report.	
4.2	**Losses and special payments register Q4 2014/15** Richard Alexander presented the paper. Jan Aps reported that a recent Department of Health visit in relation to overseas patients had been helpful in providing information as to good practise nationally. Richard Alexander would review existing processes and assess how these could be improved. The committee requested circulation of a one page brief after his review had been completed and actions agreed, and a paper to the Audit Committee six months after the changes had been implemented. The Committee noted the register.	**RA** **RA**

Imperial College Healthcare NHS
NHS Trust

Report to: **Trust board**

Report from: **Audit, Risk & Governance Committee (2 December 2015)**

KEY ITEMS TO NOTE

External audit: Noting the worsening in the Trust's forecast position, the external auditor highlighted that should the Trust not have to agree a recovery plan with the TDA at the point of submitting the accounts, any risk to 'going concern' may be referred to as an 'emphasis of matter;. However, given the scale of issues at a number of other trusts, he commented that the trust's position may not warrant a formal TDA recovery plan.

Internal audit – resourcing function: A presentation was provided on the improvements in recruitment that had been achieved by the new resourcing team, and asked for a further update for the March meeting. The chairman highlighted the issues of quality of data and accuracy of forecasting and said that this needed to be fed into the programmes

Revised delegated financial authorities: The Committee approved in principle the overall revised delegated authorities, and specifically the increase, to £2 million, of the delegated authority to the Chief Executive.

Risk management for private patients bad debt: The Committee were reassured by the description of the processes in place to minimise bad debt from private patients.

Theatre efficiency review: Noting the actions being undertaken to improve theatre efficiency, the Committee requested a further report detailing the key interventions required to achieve an 81% theatre utilisation rate.

Winter preparedness and emergency department performance: the additional resources and processes to provide effective management of the patient flow over the winter period were outlined. These included: additional beds; enhanced discharge teams; twice-daily ward rounds; and escalation arrangements,

Trust approach to cyber security: The Committee noted a report that outlined the approach taken to minimise the risk from cyber attack.

Corporate Risk Register

The Committee reviewed the corporate risk register and noted that four risks had been amalgamated to avoid duplication.

Action requested by Trust board

The Trust board is requested to:

- Note the report
- Ratify the amendment of the delegated authority to the Chief Executive

Report from: Sir Gerald Acher, Chairman, Audit, Risk & Governance Committee
Report author: Jan Aps, Trust Company Secretary
Next meeting: 9 March 2016

Imperial College Healthcare NHS Trust

Report to: **Trust board**

Report from: **Quality Committee (13 January 2016)**

KEY ITEMS TO NOTE

Medical Director

The Chairman extended thanks to Professor Chris Harrison for his outstanding contribution in transforming the quality agenda across the Trust. He also welcomed Dr Julian Redhead as the new Medical Director.

Divisional Director's risk register update

The committee reviewed the divisional risks:

- The Committee noted that revised protocols in the emergency department were addressing a number of the overcrowding issues in the department.
- A new risk was noted in relation to Thistle Ward, which whilst well-led and exhibiting a strong team, had experienced a number of electrical failures and a specific patient infection issue. The Committee was pleased to hear that such risks were being raised by the ward directly, and noted that the issues were being addressed.
- The focus on moving away from paper notes was, in most areas, being welcomed, and would reduce the risk created by missing paper case files.
- The development of the PICU continued to await approval by the national TDA.
- The risk posed by ageing imaging equipment was being addressed in several business cases, which would be presented to the Trust board for approval.

Quality report

The Committee noted that a focus on simulation training was being undertaken which was expected to reduce incidents of a 'failure to follow' nature, by improving team working. The Committee would receive a paper in March demonstrating assurance that actions and recommendations from the mortality review process were being completed. It was also pleased to note that the CRE outbreak had been formally closed.

Improving the quality of care – CQC update report

A critical care strategy was being finalised which, as part of its remit, would address the outstanding issues in this area highlighted by CQC during their inspection of the Trust. A programme of core service reviews and in depth reviews continued across the Trust.

Transfusion services annual report

The Committee received the annual report. Together with reporting compliance with regulations and standards this provided information on blood traceability (where improvements in compliance had been achieved), wrong blood incidents (notably few and fully investigated) and mitigation arrangements for the risk of high staff turnover.

Quality improvement report: outpatient transformation report

In receiving the latest report on outpatient transformation, the Committee noted that the great majority of appointments would be managed centrally by September 2016, delivering a more

timely and effective service for patients. Improvements thus far included: a reduction in time between referral and receiving an appointment; improved attendance at appointments; and a reduction in short-term cancellations. Further work was required before it would be possible to have an effective in-clinic waiting time indicator to support improvement in that area.

Quality strategy targets report

The targets were being reviewed as part of the definition of targets for 2016/17; committee members were asked to contribute suggested indicators if they considered there were areas not effectively covered.

RECOMMENDATION:

The Trust board is requested to:

- Note the report

Report from: Prof Sir Anthony Newman Taylor, Chairman, Quality Committee
Report author: Jan Aps, Trust Company Secretary
Next meeting: 10 February 2016

Imperial College Healthcare NHS
NHS Trust

Report to: **Trust board**

Report from: **Redevelopment committee report (2 December 2015)**

KEY ITEMS TO NOTE

The redevelopment committee held its first meeting. Dr Tracey Batten brought all members up to date in relation to the SHF investment business case, noting the ImBC was now expected to be presented for Trust board approval in May 2016, prior to approval by the TDA and Treasury. She highlighted that the ImBC would form the strategic outline business case for ay redevelopment case produced by the Trust.

It was noted that a number of advisors had been appointed to the support the Trust in its redevelopment programme. The submission of planning application from Sellar was reported; a series of bi-lateral meetings had been, and continued to be held at a number of levels.

The strategic advisors provided some early thoughts on redevelopment requirements, and outlined the work streams that were to be progressed.

RECOMMENDATION:

The Trust board is requested to:

- Note the report

Report from: Sir Richard Sykes
Report author: Jan Aps, Trust Company Secretary
Next meeting: 24 February 2016