

Contract for the Provision of Services

**dated
XXXXXXXXXX**

between

**The Office of the Parliamentary and Health Service Ombudsman,
Millbank Tower, Millbank, London, SW1P 4QP (“PHSO”)**

**and
XXXXXXXXXXXX
 (“the Associate Clinical Adviser”).**

1. Responsibilities

1.1 The Associate Clinical Adviser will provide the services specified in Schedule 1 of this contract to PHSO for the period XXXXXXXXXX to XXXXXXXXXXXXXXXX. This contract may be extended by agreement in writing for a further one year period.

It is a condition of your appointment that you should inform the office if you are or if you become the subject of an investigation by the Ombudsman, your professional registration body or any other performance assessment procedure.

You will provide services under this contract personally and not delegate the work assigned by PHSO to any other person. This means that you must not share any case identifiable information with anyone else, including clinical colleagues.

If during your review of the case you feel additional specialist advice is required please communicate that to our Clinical Advice Support Team as soon as possible.

2. Engagement

2.1 PHSO may offer assignments to the Associate Clinical Adviser on an ad hoc basis but is under no obligation to do so.

2.2 You will agree a deadline for completion of your assignment with a member of our Clinical Advice Support Team on initial contact. You will submit your report in line with this agreed date, and always **within 15 working days** of receiving the case file. You will attend meetings and case conferences related to the assignment as required

2.3 The Associate Clinical Adviser is a self-employed independent contractor and is under no obligation to accept any assignment offered. For the avoidance of doubt, this engagement does not constitute employment and carries with it no employment rights. By accepting an assignment, an Associate Clinical Adviser is, subject to clause 6, agreeing to complete it.

3. Payment terms

3.1 The Associate Clinical Adviser will be paid a fee for each assignment including attendance at any related meetings and case conferences equivalent to **£350** for each full day worked. For these purposes, a full day is defined as a minimum of 8 hours. Where the assignment takes longer or less time to complete than originally agreed, the total payment for the assignment may be increased or reduced accordingly on a pro-rata basis, subject to the agreement of both parties.

3.2. PHSO will reimburse the Clinical Adviser for travel and subsistence expenses in accordance with PHSO's Travel and Subsistence Code.

3.3 The Associate Clinical Adviser will be responsible for all other expenses incurred in carrying out assignments including telephone and postage costs and, as an independent contractor, is not entitled to receive any form of payment, paid leave, pension or any benefits other than those specified in this contract.

3.4. Please submit your claim for expenses **when you return the case** or within **four weeks** of submitting you report. Payment by PHSO will be made by bank transfer, on/by the end of the following calendar month.

3.5. The Associate Clinical Adviser may claim VAT, if VAT registered either as a sole trader or a business, on provision of their VAT registration number to PHSO.

4. Obligations of Associate Clinical Adviser:

4.1 The Associate Clinical Adviser will provide services under this contract personally and not delegate the work assigned by PHSO to any other person.

4.2 The Associate Clinical Adviser will exercise all reasonable skill, care and diligence in the provision of services under this contract and comply with any rules, regulations, directions, guidance, terms of reference and quality standards issued by PHSO in respect of any assignment.

4.3 The Associate Clinical Adviser will maintain contact with a nominated person identified by PHSO.

4.4 The Associate Clinical Adviser will attend PHSO's offices as required for the purpose of briefing sessions, meetings and case conferences related to the assignment as required.

4.5 The Associate Clinical Adviser will work from their own premises and will provide such equipment as may be necessary to provide the services specified under this agreement. The Associate Clinical Adviser is responsible for the discharge of statutory obligations for his/her own health and safety in accordance with (but not limited to) the Health and Safety at Work Act 1974 and any regulations made hereunder.

4.6 All reports, documents, information and materials relating to an assignment including those produced by the Associate Clinical Adviser are the property of PHSO and must be returned to PHSO at the end of the assignment or at any other time immediately on request. The Associate Clinical Adviser must ensure that:

- all reports, documents information and materials owned by PHSO and in the possession of the Associate Clinical Adviser are kept under lock and key when not in use;
- all print-outs and faxes are collected from printers and fax machines as quickly as possible - don't leave sensitive information for someone else to see, or remove;
- all reports, documents, information and materials relating to an assignment including those produced by the Associate Clinical Adviser MUST be disposed of in confidential paper recycling bins, or shredded;
- all reports, documents, information and materials relating to an assignment including those produced by the Associate Clinical Adviser must be sent using TNT's Track and Trace service.

4.7 The Associate Clinical Adviser will provide his/her own IT equipment at security standards to a level commensurate with the PHSO security standards. Specifically, the Associate Clinical Adviser will agree to:

- never copy information relating to a PHSO assignment to a removable storage device (such as a CD, DVD or USB memory stick);
- always shut down your PC when you are leaving it for any length of time;
- delete material from the hard drive of your own personal computer once you have finished working, or from a shared computer at the end of any session at that computer; this is particularly important on a shared computer, where a subsequent user may have access to files that you have worked on
- ensure that your personal computer and all online accounts have a strong password, which is kept secret (a strong password should be at least nine characters long, and include a mix of Uppercase alphabetic characters, Lowercase alphabetic characters, Numbers, and Symbols);
- ensure that your computer has anti-virus software and up-to-date virus definitions;
- be careful of downloading or installing unauthorised programmes, or opening emails with attachments from sources you do not recognise, as these could pose a threat to your computer.

4.8. The Associate Clinical Adviser is subject to the provisions of the Data Protection Act (1998) and will treat all information provided or obtained in connection with an assignment as strictly confidential and will not, either during the term of the contract or at any other time, divulge all or part of it to any person or organisation whatsoever except where necessary in the proper performance of the services provided under this contract. Failure to comply with confidentiality requirements is an offence under the Act and will result in the immediate termination of the contract.

4.9 The integrity and impartiality of PHSO are of paramount importance. The Associate Clinical Adviser shall comply at all times with the principles and requirements of the Conflicts of Interest policy issued by PHSO (a copy of which has been provided to the Associate Clinical Adviser) or any amendments or updates made by PHSO and notified to the Associate Clinical Adviser from time to time (referred to in this contract as the "Conflicts of Interest Policy").

4.10 The Associate Clinical Adviser shall be responsible for accounting and payment to the Inland Revenue, Contributions Agency and Customs and Excise for all income tax, National Insurance and VAT liabilities in connection with the services rendered under this contract.

4.11 The Associate Clinical Adviser agrees to indemnify the PHSO against any liability howsoever arising in respect of matters referred to in clause 4.10 above and in relation to any other action taken by the Inland Revenue or any other relevant tax jurisdiction, statutory or regulatory body in relation to the Associate Clinical Adviser's payment for services or actions under this contract.

4.12 The Associate Clinical Adviser will provide suitable contact details, including the address of a secure 'nhs.net' e-mail account (not to be mistaken for an 'nhs.uk' account). The Associate Clinical Adviser will only ever email PHSO casework from a secure 'nhs.net' email address to a secure 'ombudsman.org.uk' email address.

4.13 The Associate Clinical Adviser will inform PHSO of any changes in circumstances (i.e. address, employment status) as soon as possible.

4.14 The Associate Clinical Adviser will inform PHSO as soon as possible if they suspect that any information relating to their assignment has been lost or viewed by someone not involved in the assignment.

4.15 Unless specific authorisation is obtained, Associate Clinical Advisers will not use the PHSO logo or other documentation in the provision of services under this contract in a manner that would represent Associate Clinical Advisers as employees of the PHSO.

5. Obligations of PHSO

5.1 PHSO will provide initial information on the role PHSO and relevant statutory responsibilities, and thereafter such support including research support as is necessary to enable the Associate Clinical Adviser to carry out assignments.

6. Indemnity

6.1 Under section 14(5) of the Health Service Commissioners Act 1993 (as amended), the publication of any matter by the Ombudsman in sending or making a report is privileged for the purposes of the law of defamation. This privilege extends to the contents of Advisers' reports which are referred or included in, or appended to final reports issued by the Ombudsman. That privilege may not extend to draft reports issued by the Ombudsman. If any civil action or professional complaint is brought against an Adviser in connection with work carried out for the purposes of an investigation by the Ombudsman, the Ombudsman's Office will be responsible for the reasonable cost of representation for that Adviser and any damages awarded against the Adviser will be met by the Ombudsman's Office. This is subject to the proviso that the Ombudsman is satisfied that Advisers have acted honestly, responsibly and in good faith, exercising the ordinary standards of care required by their profession and any representation obtained by the adviser is agreed with the Ombudsman in advance.

7. Termination

7.1 Either the External Professional Adviser or PHSO may terminate this contract at any time with immediate effect. A request to terminate must be received in writing. On termination of this contract the External Professional Adviser shall immediately return to PHSO any reports, documents information or other materials relating to any assignment.

8. Maintenance of employment in clinical practice

Given the nature of your appointment, it is a necessary requirement that:

- You are fully registered within the meaning of the Medical Act 1983;
- You hold a license to practice under that Act;
- You have worked in NHS clinical practice, in your particular specialism within the last 12 months

You must notify PHSO immediately if you fail to satisfy any of these conditions, and you should be aware that any failure to satisfy any of these conditions will result in a reconsideration of this contract.

Please sign below to confirm:

- i) You have been in NHS clinical practice within the last 12 months**
- ii) You will highlight any conflicts of interest with all assigned cases**
- iii) you accept the terms and conditions of this contract including your acceptance to**
 - Complete the advice within the agreed timeframe**
 - Use the template provided for provision of your advice**
 - Return all documentation to PHSO and destroy all electronic records relating to the case**
 - Provide a signed copy of your advice in the file**
- iv) your awareness that it is likely that your advice and your identity may be disclosed in part or full to the complainant and organisations/staff being investigated concerned.**
- v) Your awareness that any changes in circumstances as outlined in this contract may result in the termination**
- vi) that you have good standing with your professional regulatory body**
- vii) you have no current or spent convictions, cautions, reprimands or warnings.**
- viii) you have no proceedings pending against you in any criminal or civil court**
- ix) you are unaware of any adverse finding by a judge, magistrate or coroner about your professional competence or credibility**
- x) you have never been the subject of any adverse findings by a professional or regulatory body**
- xi) you have no proceedings, referrals or investigations pending against you that have been brought by a professional or regulatory body**
- xii) you are unaware of any other information that you think may adversely affect your professional competence and credibility as a clinical adviser**

PHSO

Signature **Name**

Associate Clinical Adviser

Signature **Name**

SCHEDULE ONE

SERVICES TO BE PROVIDED BY THE ASSOCIATE CLINICAL ADVISER

The Associate Clinical Adviser supports the delivery of the Parliamentary and Health Service Ombudsman's complaints investigations process, by providing expert professional advice on clinical issues within their field of expertise. The Health Service Ombudsman's jurisdiction covers England. We also provide clinical advice to the Ombudsman in Wales, Scotland and Northern Ireland, Rep of Ireland and the Local Government Ombudsman

The Adviser will be asked to advise on clinical issues which arise in complaints on an occasional and variable basis as business needs dictate, where the volume of complaints does not justify a permanent in-house resource. The Adviser will be part of an external resource who PHSO can call on for specific advice on an ad hoc basis.

Key Responsibilities

Clinical advice may be needed for both the assessment of a body in jurisdictions' existing responses to a complaint made and for more substantive investigations cases. The former is a much more brief piece of work typically taking in the region of 4 hours whilst a substantive review may take around 8 hours (depending on complexity and type of case).

Clinical advice as part of the assessment process will normally comprise a single written report in response to questions posed and may also include telephone conversations with the named Assessor if there is a need to clarify what is required by them.

The adviser should familiarise themselves with any guidance issued from the Ombudsman in clinical advice-giving and produce advice in line with this and produce reports in accordance with any standard advice templates supplied.

Clinical advice as part of the more in-depth investigations process may also include attendance at meetings and case conferences and the provision of a peer review based independent opinion.

Advisers should be aware that the names and qualifications of Advisers and all advice supplied to the Ombudsman may be released to both complainant and body/named persons under investigation.

The nature of clinical advice provided will include some or all of the following:

- A brief clinical background relevant to the complaint
- Evidence based answers in response to specific questions posed.
- Use of appropriate prevailing standards, national policy, frameworks and guidance relevant when providing advice and conclusions
- Different level of detail of advice, depending on whether the case is at Assessment or Investigation stage.
- If at Investigation stage, most usually a peer based case review in order to provide answers and opinion on specific aspects of the complaint. as guided by the caseworker
- Confirmation that all documents directed to and marked by the caseworker have been reviewed -and where necessary clear identification of other documents used to complete the advice.

