

You can contact me on:

Our reference:

clinicaladvicequeries@ombudsman.org.uk

In Confidence

NAME & ADDRESS OF EPA

Date

Dear

**EXTERNAL CLINICAL ADVICE TO THE OMBUDSMAN: CONTRACTUAL LETTER OF
APPOINTMENT TO PROVIDE CLINICAL ADVICE**

CASEWORKER:

E-MAIL:

TELEPHONE:

Mentor Leads: Lindsay Etherington

Thank you for agreeing to provide independent advice to the Health Service Ombudsman (together with The Parliamentary Ombudsman referred to as PHSO) for the case that was discussed on the telephone. This letter constitutes the contract between you and PHSO for the provision of your services.

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 PHSO, 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 consider that the work is beyond the scope of your competence or experience and/or you feel a conflict of interest exists in some way then please communicate that to the Clinical Advice Support Team (CAST) immediately.

TERMS AND CONDITIONS

1. Engagement

1.1. For the avoidance of doubt, this engagement does not constitute employment and carries with it no employment rights. By accepting this assignment the External Professional Adviser is subject to clause 5, agreeing to complete it.

1.2 The External Professional Adviser will agree a deadline for completion of the assignment with a member of PHSO's Clinical Advice Support Team on initial contact. The External Professional Adviser will submit his/her report in line with this agreed date, and always **within 15 working days** of receiving the case file. The External Professional Adviser will attend meetings and case conferences related to the assignment as required.

2. Payment terms

2.1. The External Professional Adviser will be paid a fee for this 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.

2.2. PHSO will reimburse the External Professional Adviser for travel and subsistence expenses in accordance with PHSO's Travel and Subsistence Code.

2.3. The External Professional Adviser will submit any claim for expenses **when he/she return the case** or within **four weeks** of submitting his/her report. Payment by PHSO will be made by bank transfer, on/by the end of the following calendar month.

2.4. The External Professional Adviser may claim VAT, if VAT registered either as a sole trader or a business, on provision of the VAT registration number to PHSO.

3. Obligations of External Professional Adviser

3.1 The External Professional Adviser will provide services under this contract personally and not delegate the work assigned by PHSO to any other person.

3.2 The External Professional 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. The External Professional Adviser will ensure their awareness of the following policies and guidance written for PHSO employees and will comply with their principles:

Code of Conduct; Conflict of Interest; Equality and Diversity; Dignity at Work; Whistle-blowing; Health and Safety; ICT Acceptable Usage; Security; Clear Desk; Information Security Breach and Records Management.

Copies of the policies listed above will be provided to the External Professional Adviser who shall confirm his or her compliance with such policies and guidance as are applicable to the circumstances of the assignment.

3.3 The External Professional Adviser will maintain contact with a nominated person identified by PHSO.

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

3.5 The External Professional 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 External Professional 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.

3.6 All reports, documents, information and materials relating to an assignment including those produced by the External Professional 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 External Professional Adviser must ensure that:

- all reports, documents information and materials owned by PHSO and in the possession of the External Professional 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 External Professional 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 External Professional Adviser must be sent using TNT's Track and Trace service.

3.7 The External Professional Adviser will provide his/her own IT equipment at security standards to a level commensurate with the PHSO security standards. Specifically, the External Professional 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 his/her PC when leaving it for any length of time;
- delete material from the hard drive of his/her own personal computer once he/she has 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 have been worked on
- ensure that his/her 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 his/her 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 he/she does not recognise, as these could pose a threat to the computer and to PHSO's information.

3.8. The External Professional 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.

3.9 The integrity and impartiality of PHSO are of paramount importance. The External Professional 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 External Professional Adviser) or any amendments or updates made by PHSO and notified to the External Professional Adviser from time to time (referred to in this contract as the "Conflicts of Interest Policy").

3.10 The External Professional 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.

3.11 The External Professional Adviser agrees to indemnify the PHSO against any liability howsoever arising in respect of matters referred to in clause 3.10 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 External Professional Adviser's payment for services or actions under this contract.

3.12 The External Professional 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 External Professional Adviser will only ever email PHSO casework from a secure 'nhs.net' email address to a secure 'ombudsman.org.uk' email address.

3.13 The External Professional Adviser will inform PHSO of any changes in circumstances (i.e. address, employment status) as soon as possible.

3.14 The External Professional 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.

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

4. Obligations of PHSO

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 External Professional Adviser to carry out the assignment.

5. Indemnity

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. The practice of the Ombudsman is that all professional advisers are now named in final decision reports to complainants and the relevant health organisation.

6. Termination

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.

7. 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.

The following documentation is enclosed:

- **An additional copy of this letter for retention of the External Professional Adviser**

I would be grateful if you would sign and return one copy of this letter and retain the other for your own information. I should be grateful if you would add your qualifications following your signature. A stamped addressed envelope is enclosed for your convenience.

Thank you for agreeing to provide clinical advice re this case, we look forward to working with you.

Yours sincerely

Clinical Advice Commissioning & Support Team
Parliamentary and Health Service Ombudsman

Please sign below to confirm:

- i) You have been in NHS clinical practice within the last 12 months**
- ii) you have no conflict of interest with the assigned case**
- 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

Your Signature

Print Name

Your Qualifications:-----

Date: -----

SCHEDULE ONE

SERVICES TO BE PROVIDED BY THE EXTERNAL 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.