|  |  |
| --- | --- |
| Our Ref: | NHS England [insert team]  Address line 1  Address line 2  Address line 3  Address line 4  e-mail  phone number |
|  | Date: |

Dear [insert name of Clinical Reviewer + Professional title]

**Letter of Engagement to undertake Clinical Review**

I write to confirm the agreement between you and [insert name of NHS England lead contact and job title] that you have consented to act as a clinical reviewer.

The clinical review you are instructed to complete forms part of the Death in Custody (DiC) Investigation conducted by the Prisons & Probation Ombudsman (PPO), into the healthcare received by [insert deceased name] prior to their death whilst in custody at [insert name of establishment]. We require a draft of your report to be submitted to [insert name of NHS England lead contact and job title] not later than 4pm on [insert date]. The final report is to be submitted to NHS England by [insert date].

Please also be advised that you are liable to be summoned to the Coroner’s Inquest in due course. Please note that NHS England will not be liable for any costs incurred for court appearances. You are advised to approach the relevant Coroner’s Court directly to claim reimbursement of time and travel costs.

*Professional Integrity*

It is a condition of your engagement that you must inform NHS England by contacting [insert name and job title of NHS England lead contact] if you are or you become the subject of any investigation by your professional regulator or any other performance assessment procedure, or are involved in any clinical negligence claim under investigation by NHS Resolution.

If during your review of the case you consider the issues on which you are required to comment are beyond the scope of your competency or experience and/or you feel a conflict of interest exists then you should suspend all activity and contact NHS England immediately.

*Professional Indemnity:*

You are required to have in place, and maintain at your own expense, such policy/policies of insurance to provide you with professional indemnity cover in the sum of not less that £1million. In order to update our records please can you supply a copy of your insurance policy/policies when you return the acceptance form below.

*Appointment and Payment arrangements:*

These are intended to be discreet instructions for the specific purpose of conducting a single investigation and preparing a report. Nothing in this agreement is intended to confer any additional employment rights over and above any which may already subsist between yourself and NHS England, nor does it seek to vary the terms of any existing contractual relationship with NHS England.

You will be engaged as an Independent Contractor and shall be exclusively responsible for your own National Insurance Contributions and the proper discharge of any tax liability relating to these instructions.

The fee we have agreed for this report is [insert agreed payment] which is exclusive of VAT, and includes all expenses incurred. If you believe the time taken to review this case will exceed this amount please inform me as soon as possible before commencing work. NHS England shall pay you for the stated requirements and you shall make no other charge to NHS England unless first agreed by both parties in writing.

You are required to submit a valid invoice for payment within 4 weeks of completion of your report. Following receipt of a valid invoice, NHS England shall pay the amount properly due to you under this Agreement within 30 days commencing the day after receipt is acknowledged. Your invoice should be headed ‘PPO DiC Clinical review’, quoting [insert reference number] and be sent to**:**

NHS England

X24 Payables K005,

Q52 West Yorkshire Area Team,

Phoenix House,

Topcliffe Lane,

Wakefield,

WF31 WE

NHS England reserves the right to withhold part or all of payment if the clinical review is not completed within the timescales set out on page 1, and/or an acceptable standard and will notify you of this decision within 7 days of receipt of your invoice.

*Confidential Information:*

You shall not, at any time, disclose or allow to be disclosed to any person or third party organisation any personally sensitive or confidential data acquired by you in the course of carrying out your duties under this Agreement, except as may be required by law or as directed or agreed in writing by NHS England. If you intend to engage any assistance in the completion of the report please advise NHS England in the first instance for agreement.

On completion & acceptance of the report by NHS England all documentation provided to support the completion of the report is to be returned to NHS England by the agreed method. NHS England will agree with the healthcare providers the return or destruction of any documentation in line with Information Governance and Retention of Records legislation or policy.

*Assignments and Sub-contracting:*

You shall not transfer, assign or sub-contract this Agreement or any of the obligations, powers or benefits under this Agreement without first obtaining the written consent of NHS England.

*Variation*:

The specification of requirements as set out in this Agreement may be varied if you and NHS England agree in writing, or where there is a change in NHS England’s commissioning priorities, or where there is a change in the priorities of the Prisons and Probation Ombudsman (if applicable), or where there are changes in legislation, guidance, policy or directions from the NHS or Ministry of Justice / National Offender Management Service, or where there are reductions in the budget or funding for this commission or where there are other exceptional circumstances beyond the control of NHS England or yourself as provider of the clinical review.

Proposals to vary the specification of requirements may be initiated by either party but will require at least one week’s written notice and must be agreed by both parties.

*Force Majeure:*

Neither yourself as Provider nor NHS England will be liable for delay or failure to perform the obligations of this Agreement if this delay or failure results from circumstances beyond our or your reasonable control including but not limited to Acts of God, Government Act or Direction, Explosion or Civil Commotion (includes prison rioting / disorder) or Industrial Dispute.

*Termination*:

Either party may terminate this Agreement with immediate effect by giving notice in writing. On termination of this Agreement you must immediately return to NHS England any reports (draft or final), all documentation and information provided to assist the completion of this clinical review.

NHS England may terminate this Agreement where you or any employee acting on your behalf has offered, given or agreed to give any gift or consideration of any kind as an inducement or reward for doing or not doing something or for showing favour or disfavour in relation to this or any other Agreement with NHS England; or committed any offence under the Fraud Act 2006 or Bribery Act 2010 or has offered or given any fee or reward to any officer of NHS England which if accepted is or would be an offence under the Bribery Act 2010.

Termination of this Agreement shall be without prejudice to either party’s rights or remedies in respect of any default or breach of contract which may have arisen prior to the date of termination.

*Single Agreement:*

This Agreement contains the full and complete understanding between you and NHS England. It supersedes all prior arrangements and understandings whether written or oral relating to the subject matter of this Agreement. It may only be varied in writing with any changes signed and dated by both parties.

*Notices:*

Any notices given under this Agreement shall be in writing and delivered by first-class mail.

*Clinical review Terms of Reference:*

You are required to adhere to the guidelines contained within the Prisons and Probations Ombudsman (PPO) and Department of Health (DH) ‘Undertaking a Clinical review following a Death in Custody’ guidance (guidance for deaths in custody from 1st April 2013), both of which are available on the internet, and have regard to the NHS England Guidance (enclosed with this letter).

Also, where necessary attend the clinical review panel(s) with NHS England and other relevant agencies to review the clinical care received and develop recommendations.

[insert name of PPO investigator] from the Prisons & Probation Ombudsman’s Office is leading the overall investigation and has asked that you contact him/her directly to discuss the case. Their contact details are: [insert e-mail address and phone number].

XXX [insert name and job title of lead NHS England contact] will be your main link within NHS England and generally facilitate the process of the review.

Please accept this letter as a formal Agreement between you and NHS England for you to undertake this clinical review. Please ensure that you keep xxxx [insert name of NHS England lead contact] updated with progress during the course of your clinical review and especially where there may be difficulty in meeting the deadlines for completion of the clinical review or where there are any other difficulties you would need to bring to my attention.

In order to commence the review please read and sign the declaration at the bottom of this letter.

Finally, thank you for agreeing to undertake this clinical review into the circumstances of [insert deceased name] death and if I can be of any further assistance or you have any questions at this stage please do let me know.

Yours sincerely

**Name**

**Job Title**

**NHS England [insert region and team]**

Cc:

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**Instruction to commence a Clinical Review**

**On behalf of Prison and Probation Ombudsman - Our Ref:**

I have read and understood the ‘Letter of Engagement to undertake Clinical review’ and accept the terms of the agreement.

Commencement of the clinical review will take place once NHS England has received a signed copy of this document.

Failure to return this completed form will invalidate the agreement.

|  |  |  |
| --- | --- | --- |
|  | **NHS England Authorised Signatory** | **Clinical Reviewer** |
| Full Name (Print) |  |  |
| Professional Title |  |  |
| Signature |  |  |
| Date |  |  |

Please return this form to:-

Name

Job Title

Address

E-mail

Phone number