

Chloe Williams

From: Colin Fitzpatrick
Sent: 12 July 2020 20:32
To: OKane, Maria; CST-A; "\ maria.okane@
Cc: Toal, Vivienne
Subject: RE: Confidential: Personal – Case 18665

Categories: Uploads with no action

Maria,

Thank you for this further clarification. We will note this on the file, but it does not change my original advice.

Colin

Dr Colin Fitzpatrick FRCGP, FRACGP
Senior Advisor (Northern Ireland)
Practitioner Performance Advice Service (formerly NCAS)

Mobile telephone number [Personal Information redacted by the USI]

NHS Resolution

EMAIL: [Colin Fitzpatrick's email address]

We have reviewed our assessment services to ensure that we continue to provide an effective service. If you would like to know more about our services, including the changes to our assessments, then please visit [Advice](#) or [Assessment](#) or contact us on 020 7811 2600 or advice@resolution.nhs.uk

Save Lives - Clean Your Hands
Hand hygiene (wash/rub) is the simplest and most effective way of preventing infections.



From: OKane, Maria
Sent: 11 July 2020 09:20
To: Colin Fitzpatrick ; CST-A ; "\ maria.okane@
Cc: Toal, Vivienne
Subject: ** Hyperlinks Disabled ** RE: Confidential: Personal – Case 18665

Dear Colin, thank you for your response.

For further accuracy the 2 Incidents noted by the MDM have been submitted for screening to ascertain if they meet the threshold for SAI. I have highlighted in the original letter attached. Many thanks Maria

From: [Colin Fitzpatrick's email address]
Sent: 10 July 2020 21:10
To: CST-A <CST-A@resolution.nhs.uk>; [Maria O'Kane's email address]
Subject: RE: Confidential: Personal – Case 18665

Maria,

Thank you for your telephone call earlier today. You called to correct some matters which I appear to have misunderstood from our previous telephone call.

You pointed out that the grievance process quoted in my letter is not complete and the outcome is therefore not known.

You pointed out that Dr 18665 had emailed asking that patients could be put on a bookable list. The AMD had noted some discrepancies and investigated further.

You pointed out that the situation regarding the MDM trackers is quite unclear at present.

I would be grateful if you could let me know if I have now established the correct position. I should point out that these corrections do not alter my advice on management of the issues.

Regards,

Colin

Dr Colin Fitzpatrick FRCGP, FRACGP
Senior Advisor (Northern Ireland)
Practitioner Performance Advice Service (formerly NCAS)

Mobile telephone number [Personal Information redacted by the USI]

NHS Resolution

EMAIL: [Colin Fitzpatrick's email address]

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From: CST-A <CST-A@resolution.nhs.uk>

Sent: 09 July 2020 15:43

To: [Redacted] Maria O'Kane's email address

Cc: Colin Fitzpatrick <[Redacted] Personal Information redacted by the USI>

Subject: Confidential: Personal – Case 18665

Dear Dr O'Kane,

Please find attached the advice letter following your discussion with Dr Colin Fitzpatrick (Adviser).

Please note that Practitioner Performance Advice does not issue hard copies of advice letters.

Please do not hesitate to contact our office should you have any further queries.

Kind Regards,

Alfred Lear

Case Administrator

Practitioner Performance Advice

Direct line: [Redacted] Personal Information redacted by the USI / Advice Line: 020 7811 2600

NHS Resolution

2nd Floor, 151 Buckingham Palace Road, London, SW1W 9SZ

resolution.nhs.uk



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Southern Health & Social Care Trust IT Department irrelevant redacted by the USI

Chloe Williams

From: CST-B
Sent: 10 July 2020 16:25
To: Grainne Lynn
Subject: [Updated email]: Confidential: Personal - Case 18665 - Advice Call required by practitioner on Wednesday 15/7/20 - PLEASE CONFIRM AVAILABILITY & CALL BACK TIME

Importance: High

Tracking: **Recipient** **Delivery**
Grainne Lynn Delivered: 10/07/2020 16:26

Hi Grainne

Just updating EKS and checking the contacts etc for this case. You may recognise the name anyway but just in case, the call back request below is from the practitioner in this case, Dr Aidan O'Brien. Sorry – wasn't aware when I forwarded Alfred's email.

Also, please note, should you need it, Dr Obrien's email address is [redacted] (the email address in Alfred's email below is not correct) - I have just confirmed this with Dr O'Brien.

Kind regards
Firiell

From: CST-B <CST-B@resolution.nhs.uk>
Sent: 10 July 2020 13:54
To: Grainne Lynn [redacted] Personal Information redacted by the USI
Cc: casesupport [redacted] Personal Information redacted by the USI ; CST-B <CST-B@resolution.nhs.uk>
Subject: FW: Confidential: Personal - Case 18665 - Advice Call required on Wednesday 15/7/20 - PLEASE CONFIRM AVAILABILITY & CALL BACK TIME
Importance: High

Dear Grainne

Please see email below from Alfred regarding request for call back regarding case 18665.

From your calendar, it looks like you are back from leave on Wednesday 15/7/20. I would be most grateful if you would confirm your availability for this call on Wednesday, and what time you will be calling so that I can let the Dr O'Brien know.

Kind regards
Firiell

From: Alfred Lear [redacted] Personal Information redacted by the USI
Sent: 10 July 2020 13:34
To: CST-B <CST-B@resolution.nhs.uk>
Subject: Confidential: Personal Advice Call

Hi Firiël,

Received an advice call 13:26 – 13:30

Full name of caller (highlight if caller is a practitioner)	Dr Aidan O'Brien
Job title	Doctor
Full name of organisation	SOUTHERN HEALTH AND SOCIAL CARE TRUST
Contact number	Personal Information redacted by the USI
Email Address	Aidan O'Brien's email address
New or existing case (i.e. have they contacted us about this practitioner before)	Existing
Case number (if existing)	18665
Practitioner name	Dr Aidan O'Brien
GMC number	1394911
GP, Hospital doctor, Dentist (if not clear from previous details)	Doctor
Link Adviser for ECO	Grainne/Colin – Grainne assigned to case
ECO availability for call-back (date and time)	Any Time
Adviser available at requested date/time? (check calendar/working days)	Grainne next available on Wednesday, Colin next available on Tuesday
Is the caller able to wait until the Link Adviser is next available?	Yes

Kind Regards,

Alfred Lear

Case Administrator

Practitioner Performance Advice

Direct line: Personal Information redacted by the USI / Advice Line: 020 7811 2600

NHS Resolution

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Chloe Williams

From: Colin Fitzpatrick
Sent: 15 July 2020 09:44
To: CST-C
Subject: Fwd: Confidential: Personal – Case 18665

Categories: Uploads with no action

Dr Colin Fitzpatrick FRCGP, FRACGP,
Senior Advisor (Northern Ireland)
Practitioner Performance Advice Service (formerly NCAS)
Mobile telephone number Personal Information redacted by the USI

NHS Resolution

EMAIL: Colin Fitzpatrick's email address

We have reviewed our assessment services to ensure that we continue to provide an effective service. If you would like to know more about our services, including the changes to our assessments, then please visit [Advice](#) or [Assessment](#) or contact us on [020 7811 2600](tel:02078112600) or advice@resolution.nhs.uk

Begin forwarded message:

From: Maria O'Kane's email address via Secure Encryption Portal"
Date: 14 July 2020 at 19:58:52 GMT+1
To: Colin Fitzpatrick
Subject: Re: RE: Confidential: Personal – Case 18665
Reply-To:

thank you yes these are accurate

From: Colin Fitzpatrick's email address **Fri, Jul 10 2020 21:09:50 BST**
To: CST-A ; Maria O'Kane's email address

Maria,

Thank you for your telephone call earlier today. You called to correct some matters which I appear to have misunderstood from our previous telephone call.

You pointed out that the grievance process quoted in my letter is not complete and the outcome is therefore not known.

You pointed out that Dr 18665 had emailed asking that patients could be put on a bookable list. The AMD had noted some discrepancies and investigated further.

You pointed out that the situation regarding the MDM trackers is quite unclear at present.

I would be grateful if you could let me know if I have now established the correct position. I should point out that these corrections do not alter my advice on management of the issues.

Regards,

Colin

Dr Colin Fitzpatrick FRCGP, FRACGP
Senior Advisor (Northern Ireland)
Practitioner Performance Advice Service (formerly NCAS)

Mobile telephone number [Personal Information redacted by the USI]

NHS Resolution

EMAIL: [Colin Fitzpatrick's email address]

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From: CST-A
Sent: 09 July 2020 15:43
To: [Maria O'Kane's email address]
Cc: Colin Fitzpatrick
Subject: Confidential: Personal – Case 18665

Dear Dr O'Kane,

Please find attached the advice letter following your discussion with Dr Colin Fitzpatrick (Adviser).

Please note that Practitioner Performance Advice does not issue hard copies of advice letters.

Please do not hesitate to contact our office should you have any further queries.

Kind Regards,

Alfred Lear

Case Administrator

Practitioner Performance Advice

Direct line: [Personal Information redacted by the USI] / Advice Line: 020 7811 2600

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Chloe Williams

From: Grainne Lynn
Sent: 15 July 2020 07:58
To: Aidan O'Brien's email address
Cc: CST-C
Subject: case 18665 confidential

Categories: Uploads with no action

Dear Dr O' Brien,

I know you have been making contact about a call back. I am available today if you let me know when suits (morning better for me but I can be flexible)

Kind regards,
Grainne

Grainne Lynn
Adviser
Practitioner Performance Advice Service
NHS Resolution
151 Buckingham Palace Road
London
SW1W 9SZ
Advice Line 0207 811 2600
Mobile no Personal Information
redacted by the USI
Grainne Lynn's email address
CST-C@resolution.nhs.uk

Please note I work part time and am not usually available on Thursdays or Fridays

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Chloe Williams

From: Colin Fitzpatrick
Sent: 15 July 2020 14:36
To: Aidan O'Brien's email address
Cc: CST-C; Grainne Lynn
Subject: PPA case 18665 - confidential

Categories: Uploads with no action

Mr O'Brien,

Grainne tells me that you would like to speak with me. I could make some time this afternoon 4 – 4.30 or tomorrow morning at about 10 – 10.30 if either suits.

Let me know.

Colin

Dr Colin Fitzpatrick FRCGP, FRACGP
Senior Advisor (Northern Ireland)
Practitioner Performance Advice Service (formerly NCAS)

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EMAIL: Colin Fitzpatrick's email address

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Chloe Williams

From: CST-C
Sent: 17 July 2020 13:22
To: CST-A
Subject: FW: CONFIDENTIAL: Personal QA of Case 18665

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Letters

From: Grainne Lynn
Sent: 15 July 2020 14:59
To: CST-C
Cc: Colin Fitzpatrick
Subject: CONFIDENTIAL: Personal QA of Case 18665

Ready for issue, please send. to practitioner Thanks. Colin FYI. G

<https://eks2.resolution.nhs.uk/AdviceReportDetails/Index/>

Irrelevant information redacted by the USI

Chloe Williams

From: Grainne Lynn
Sent: 15 July 2020 07:49
To: CST-B
Subject: RE: [Updated email]: Confidential: Personal - Case 18665 - Advice Call required by practitioner on Wednesday 15/7/20 - PLEASE CONFIRM AVAILABILITY & CALL BACK TIME

Importance: High

Categories: ADVICE CALLS PENDING

Thanks Firiell,
I will email him now to arrange a time

Grainne

Grainne Lynn
Adviser
Practitioner Performance Advice Service
NHS Resolution
151 Buckingham Palace Road
London
SW1W 9SZ
Advice Line 0207 811 2600
Mobile no [Personal Information redacted by the USI]
[Grainne Lynn's email address]
CST-C@resolution.nhs.uk

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From: CST-B <CST-B@resolution.nhs.uk>
Sent: 10 July 2020 16:26
To: Grainne Lynn [Personal Information redacted by the USI]
Subject: [Updated email]: Confidential: Personal - Case 18665 - Advice Call required by practitioner on Wednesday 15/7/20 - PLEASE CONFIRM AVAILABILITY & CALL BACK TIME
Importance: High

Hi Grainne

Just updating EKS and checking the contacts etc for this case. You may recognise the name anyway but just in case, the call back request below is from the practitioner in this case, Dr Aidan O'Brien. Sorry – wasn't aware when I forwarded Alfred's email.

Also, please note, should you need it, Dr O'Brien's email address is [redacted] (the email address in Alfred's email below is not correct) - I have just confirmed this with Dr O'Brien.

Kind regards
Firiell

From: CST-B <CST-B@resolution.nhs.uk>
Sent: 10 July 2020 13:54
To: Grainne Lynn [redacted]
Cc: casesupport [redacted]; CST-B <CST-B@resolution.nhs.uk>
Subject: FW: Confidential: Personal - Case 18665 - Advice Call required on Wednesday 15/7/20 - PLEASE CONFIRM AVAILABILITY & CALL BACK TIME
Importance: High

Dear Grainne

Please see email below from Alfred regarding request for call back regarding case 18665.

From your calendar, it looks like you are back from leave on Wednesday 15/7/20. I would be most grateful if you would confirm your availability for this call on Wednesday, and what time you will be calling so that I can let the Dr O'Brien know.

Kind regards
Firiell

From: Alfred Lear [redacted]
Sent: 10 July 2020 13:34
To: CST-B <CST-B@resolution.nhs.uk>
Subject: Confidential: Personal Advice Call

Hi Firiell,

Received an advice call 13:26 – 13:30

Full name of caller (highlight if caller is a practitioner)	Dr Aidan O'Brien
Job title	Doctor
Full name of organisation	SOUTHERN HEALTH AND SOCIAL CARE TRUST
Contact number	[redacted]
Email Address	[redacted]
New or existing case (i.e. have they contacted us about this practitioner before)	Existing
Case number (if existing)	18665
Practitioner name	Dr Aidan O'Brien
GMC number	1394911
GP, Hospital doctor, Dentist (if not clear from previous details)	Doctor
Link Adviser for ECO	Grainne/Colin – Grainne assigned to case
ECO availability for call-back (date and time)	Any Time

Adviser available at requested date/time? (check calendar/working days)	Grainne next available on Wednesday, Colin next available on Tuesday
Is the caller able to wait until the Link Adviser is next available?	Yes

Kind Regards,

Alfred Lear

Case Administrator

Practitioner Performance Advice

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Chloe Williams

From: Grainne Lynn
Sent: 15 July 2020 07:47
To: CST-B
Subject: RE: Confidential: Personal - Case 18665 - Advice Call required on Wednesday 15/7/20 - PLEASE CONFIRM AVAILABILITY & CALL BACK TIME

Importance: High

Categories: ADVICE CALLS PENDING

Hi,
I can do this today- I would prefer as early as possible

Thanks,
G

Grainne Lynn
Adviser
Practitioner Performance Advice Service
NHS Resolution
151 Buckingham Palace Road
London
SW1W 9SZ
Advice Line 0207 811 2600
Mobile no [Personal Information redacted by the USI]
[Grainne Lynn's email address]
CST-C@resolution.nhs.uk

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From: CST-B <CST-B@resolution.nhs.uk>
Sent: 10 July 2020 13:54
To: Grainne Lynn [Personal Information redacted by the USI]
Cc: casesupport [Personal Information redacted by the USI]; CST-B <CST-B@resolution.nhs.uk>
Subject: FW: Confidential: Personal - Case 18665 - Advice Call required on Wednesday 15/7/20 - PLEASE CONFIRM AVAILABILITY & CALL BACK TIME
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Kind regards
Firiell

From: Alfred Lear Personal Information redacted by the USI
Sent: 10 July 2020 13:34
To: CST-B <CST-B@resolution.nhs.uk>
Subject: Confidential: Personal Advice Call

Hi Firiell,

Received an advice call 13:26 – 13:30

Full name of caller (highlight if caller is a practitioner)	Dr Aidan O'Brien
Job title	Doctor
Full name of organisation	SOUTHERN HEALTH AND SOCIAL CARE TRUST
Contact number	Personal Information redacted by the USI
Email Address	Aidan O'Brien's email address
New or existing case (i.e. have they contacted us about this practitioner before)	Existing
Case number (if existing)	18665
Practitioner name	Dr Aidan O'Brien
GMC number	1394911
GP, Hospital doctor, Dentist (if not clear from previous details)	Doctor
Link Adviser for ECO	Grainne/Colin – Grainne assigned to case
ECO availability for call-back (date and time)	Any Time
Adviser available at requested date/time? (check calendar/working days)	Grainne next available on Wednesday, Colin next available on Tuesday
Is the caller able to wait until the Link Adviser is next available?	Yes

Kind Regards,

Alfred Lear
Case Administrator
Practitioner Performance Advice
 Direct line: Personal Information redacted by the USI / Advice Line: 020 7811 2600

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Practitioner Performance Advice (formerly NCAS)

2nd Floor
151 Buckingham Palace Road
London
SW1W 9SZ
Advice line: 020 7811 2600
Fax: 020 7931 7571
www.resolution.nhs.uk

Email: CST-C@resolution.nhs.uk

17 July 2020

PRIVATE AND CONFIDENTIAL

Dr Aidan O'Brien
Southern Health and Social Care Trust
Craigavon Area Hospital
68 Lurgan Road
Portadown Road
Craigavon
BT63 5QQ

Ref: 18665 (Please quote in all correspondence)

Dear Dr O'Brien,

Further to our telephone conversation of 15 July 2020, in which your wife Personal
Information
redacted by the
HIS also participated, I am writing to summarise the issues we discussed for all of our records. Please let me know if you feel I have misunderstood the position in any way.

Thank you for contacting PPA to discuss your case. I note your desire for this matter to be treated confidentially (and I reassured you that even without your specific request we would seek consent before discussing with an employer, a matter raised by a practitioner). You set out the long history of the case, the protracted time scales for the previous investigation, and the lack of response to your grievance. You did however successfully complete a return to work process in October 2018, and told me that you had been working happily since then, although you did feel that you were singled out for criticism by the Medical Director (MD) of the Trust, Dr Maria O Kane, for deviating from

your return to work plan in November 2019 (when it was no longer in place) and when the concern was about a 3 day overdue triage.

Recently you had made plans to retire and return, and were horrified to learn (at a very late stage) that the Trust was not going to allow you to return- reportedly citing ongoing HR processes as the reason. Your employment will now terminate on 17 July 2020 - although the Trust has now indicated that it will hear your grievance after this. You explained how stressed and upset you have been about this, the entire management process and the referral of you by the Trust to the GMC. You were alarmed when you saw the letter my colleague Dr Fitzpatrick had written to the MD following their conversation of 7 July 2020. You consider that the letter is misleading with a number of incorrect facts; for example you said you have not been allowed to see patients, rather than being unable to see them as a result of Covid 19 as was stated. You think that our organisation is being manipulated with misleading information, and that you have been victimised whenever you have raised concerns. You cited the extremely long waiting lists you had earlier highlighted (patients waiting 113 days for red flag referrals, urgent cases waiting 85 weeks and routine cases three and a half years). The greatest risk to patients you believe is due to these waiting lists, but Personal Information redacted by USI and you were very worried that you would suffer reputational damage even if you were subsequently to be vindicated.

Both you and Personal Information redacted by USI wanted to know why PPA did not discuss the matter with practitioners before writing back to Trusts. I explained that our advice is based on the information given to us- and that frequently practitioners and organisations have very different viewpoints. This is why we encourage openness and sharing of our letters and offer to speak in confidence to practitioners. We are not however able to arbitrate on disputed facts, and I advised that you take these matters forward with your representatives and legal advisers- I note you have access to comprehensive advice. They will also wish to raise your concerns about the timeliness of processes and take forward your allegations that you are suffering a detriment for being a whistle blower. I note you no longer have any confidence in Trust policies but I advised you to scrutinise the whistle blowing policy and take advice from your defence organisation / lawyers about what other options may be available to you.

As you requested, I have asked Dr Fitzpatrick to make contact with you.

I hope you find our conversation helpful.

Relevant regulations/guidance:

- Local procedures
- General Medical Council Guide to Good Medical Practice
- Maintaining High Professional Standards in the Modern HPSS (MHPS)
- The Medical Profession (Responsible Officer) Regulations 2010 and Amendment 2013

Yours sincerely

Personal Information redacted by the USI

Dr Grainne Lynn
Adviser
Practitioner Performance Advice

Practitioner Performance Advice (formerly NCAS)

2nd Floor, 151 Buckingham Palace Road

London

SW1W 9SZ

Advice line: 020 7811 2600

Fax: 020 7931 7571

www.resolution.nhs.uk

CST-A@resolution.nhs.uk

17 July 2020

PRIVATE AND CONFIDENTIAL

Dr Aidan O'Brien

Southern Health and Social Care Trust

Ref: 18665 (Please quote in all correspondence)

Dear Dr O'Brien

Further to our telephone conversation of 15 July 2020, in which your wife Personal
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redacted by also participated, I am writing to summarise the issues we discussed for all of our records. Please let me know if you feel I have misunderstood the position in any way.

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Recently you had made plans to retire and return, and were horrified to learn (at a very late stage) that the Trust was not going to allow you to return – reportedly citing ongoing HR processes as the reason. Your employment will now terminate on 17 July 2020 – although the Trust has now indicated that it will hear your grievance after this. You explained how stressed and upset you have been about this, the entire management process and the referral of you by the Trust to the GMC. You were alarmed when you saw the letter my colleague Dr Fitzpatrick had written to the MD following their conversation of 7 July 2020. You consider that the letter is misleading with a number of incorrect facts; for example you said you have not been allowed to see patients, rather

than being unable to see them as a result of Covid-19 as was stated. You think that our organisation is being manipulated with misleading information, and that you have been victimised whenever you have raised concerns. You cited the extremely long waiting lists you had earlier highlighted (patients waiting 113 days for red flag referrals, urgent cases waiting 85 weeks and routine cases three and a half years). The greatest risk to patients you believe is due to these waiting lists, but [Personal Information redacted by the USI] and you were very worried that you would suffer reputational damage even if you were subsequently to be vindicated.

Both you and [Personal Information redacted by the USI] wanted to know why Advice did not discuss the matter with practitioners before writing back to Trusts. I explained that our advice is based on the information given to us – and that frequently practitioners and organisations have very different viewpoints. This is why we encourage openness and sharing of our letters and offer to speak in confidence to practitioners. We are not however able to arbitrate on disputed facts, and I advised that you take these matters forward with your representatives and legal advisers – I note you have access to comprehensive advice. They will also wish to raise your concerns about the timeliness of processes and take forward your allegations that you are suffering a detriment for being a whistle blower. I note you no longer have any confidence in Trust policies but I advised you to scrutinise the whistle blowing policy and take advice from your defence organisation/lawyers about what other options may be available to you.

As you requested, I have asked Dr Fitzpatrick to make contact with you.

I hope you found our conversation helpful.

Relevant regulations/guidance:

- local procedures
- General Medical Council Guide to Good Medical Practice
- Maintaining High Professional Standards in the Modern HPSS (MHPS)
- The Medical Profession (Responsible Officer) Regulations 2010 and Amendment 2013

Yours sincerely

[Personal Information redacted by the USI]

Grainne Lynn
Adviser
Practitioner Performance Advice

Chloe Williams

From: CST-C
Sent: 17 July 2020 17:43
To: Aidan O'Brien's email address
Cc: Grainne Lynn
Subject: CONFIDENTIAL - PERSONAL: Case 18665
Attachments: LETO_200713_Advice letter_18665.pdf

Dear Dr O'Brien

Please find attached the advice letter following your discussion with Grainne Lynn.

Please note that Practitioner Performance Advice does not issue hard copies of advice letters.

Please do not hesitate to contact our office should you have any further queries.

Kind regards

Daniel Wheat
Deputy Team Leader – Case Support
Practitioner Performance Advice service
Personal Information redacted by the USI (Direct line)

NHS Resolution
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2nd Floor, 151 Buckingham Palace Road

London

SW1W 9SZ

Advice line: 020 7811 2600

Fax: 020 7931 7571

www.resolution.nhs.ukCST-A@resolution.nhs.uk

17 July 2020


PRIVATE AND CONFIDENTIAL

Dr Aidan O'Brien

Southern Health and Social Care Trust

Ref: 18665 (Please quote in all correspondence)

Dear Dr O'Brien

Further to our telephone conversation of 15 July 2020, in which your wife  also participated, I am writing to summarise the issues we discussed for all of our records. Please let me know if you feel I have misunderstood the position in any way.

Thank you for contacting Practitioner Performance Advice (Advice) to discuss your case. I note your desire for this matter to be treated confidentially (and I reassured you that even without your specific request we would seek consent before discussing with an employer, a matter raised by a practitioner). You set out the long history of the case, the protracted time scales for the previous investigation, and the lack of response to your grievance. You did however successfully complete a return to work process in October 2018, and told me that you had been working happily since then, although you did feel that you were singled out for criticism by the Medical Director (MD) of the Trust, Dr Maria O Kane, for deviating from your return to work plan in November 2019 (when it was no longer in place) and when the concern was about a three day overdue triage.

Recently you had made plans to retire and return, and were horrified to learn (at a very late stage) that the Trust was not going to allow you to return – reportedly citing ongoing HR processes as the reason. Your employment will now terminate on 17 July 2020 – although the Trust has now indicated that it will hear your grievance after this. You explained how stressed and upset you have been about this, the entire management process and the referral of you by the Trust to the GMC. You were alarmed when you saw the letter my colleague Dr Fitzpatrick had written to the MD following their conversation of 7 July 2020. You consider that the letter is misleading with a number of incorrect facts; for example you said you have not been allowed to see patients, rather

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than being unable to see them as a result of Covid-19 as was stated. You think that our organisation is being manipulated with misleading information, and that you have been victimised whenever you have raised concerns. You cited the extremely long waiting lists you had earlier highlighted (patients waiting 113 days for red flag referrals, urgent cases waiting 85 weeks and routine cases three and a half years). The greatest risk to patients you believe is due to these waiting lists, but [Personal Information redacted by the USI] and you were very worried that you would suffer reputational damage even if you were subsequently to be vindicated.

Both you and [Personal Information redacted by the USI] wanted to know why Advice did not discuss the matter with practitioners before writing back to Trusts. I explained that our advice is based on the information given to us – and that frequently practitioners and organisations have very different viewpoints. This is why we encourage openness and sharing of our letters and offer to speak in confidence to practitioners. We are not however able to arbitrate on disputed facts, and I advised that you take these matters forward with your representatives and legal advisers – I note you have access to comprehensive advice. They will also wish to raise your concerns about the timeliness of processes and take forward your allegations that you are suffering a detriment for being a whistle blower. I note you no longer have any confidence in Trust policies but I advised you to scrutinise the whistle blowing policy and take advice from your defence organisation/lawyers about what other options may be available to you.

As you requested, I have asked Dr Fitzpatrick to make contact with you.

I hope you found our conversation helpful.

Relevant regulations/guidance:

- local procedures
- General Medical Council Guide to Good Medical Practice
- Maintaining High Professional Standards in the Modern HPSS (MHPS)
- The Medical Profession (Responsible Officer) Regulations 2010 and Amendment 2013

Yours sincerely

[Personal Information redacted by the USI]

Grainne Lynn
Adviser
Practitioner Performance Advice

Chloe Williams

From: CST-C
Sent: 17 July 2020 17:44
To: Aidan O'Brien's email address
Subject: How to access encrypted emails – Case 18665

Dear Dr O'Brien

This is just to let you know that I have sent you a separate encrypted email.

Please let me know as soon as possible if you have any problems accessing the encrypted email.

Please note the following:

- Version 11 of Internet Explorer is now required to access encrypted emails.
- encrypted emails need to be accessed within 30 days otherwise they expire and it is then not possible to access the information contained within them.
- All encrypted emails expire after 30 days even if accessed within that period and therefore it will not be possible to access the email or any attachments again after the 30 day period unless a copy is saved onto your own system within the 30 day period.
- If you do not receive a notification from the NHS Resolution Secure Encryption Portal please utilise the below link and click on the "forgotten password" option to activate your account.

Personal Information redacted by the USI

Kind regards

Daniel Wheat
Deputy Team Leader – Case Support
Practitioner Performance Advice service

Personal Information
redacted by the USI

(Direct line)

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Chloe Williams

From: Colin Fitzpatrick
Sent: 22 July 2020 19:28
To: CST-C
Cc: Grainne Lynn
Subject: CONFIDENTIAL: Personal QA of Case 18665

Categories: Letters

Letter to practitioner ready for issue, please send.

<https://eks2.resolution.nhs.uk/AdviceReportDetails/Index/> Irrelevant information redacted by the USI

Thanks,

Colin

Practitioner Performance Advice (formerly NCAS)

2nd Floor, 151 Buckingham Palace Road

London

SW1W 9SZ

Advice line: 020 7811 2600

Fax: 020 7931 7571

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CST-C@resolution.nhs.uk

27 July 2020

PRIVATE AND CONFIDENTIAL

Dr Aidan O'Brien

Aidan O'Brien's email address

Ref: 18665 (Please quote in all correspondence)

Dear Dr O'Brien,

Thank you for speaking with me on the telephone on 16 July 2020. Your wife also participated in the discussion.

We had a long conversation in which you described the events which have occurred to you in recent years from your perspective. Grainne Lynn has summarised much of the story in her letter but there were a few points which I felt particularly relevant to me. In particular you told me that my initial advice given in September 2016 had not been shared with the decision-making group when they decided how to address issues which were raised at that time. I was disappointed to hear this.

You also pointed out that you had not been re-employed after retirement by the trust because of an ongoing process which had been delayed by the failure to hear your grievance. You pointed out that the human resources department were responsible for both the decision on your re-employment and the management of the grievance and disciplinary process. You told me that you would not have decided to take retirement had you known that you were not to be re-employed.

You and your wife met the very helpful suggestion that our organisation should have an early discussion with practitioners who have been referred to us. Whilst there are some practical difficulties with this I can see that it has benefits. In particular in your case, I suggested that had I spoken to you early in the process, I would probably have advised you to contact the MPS early. That may have been beneficial. I will discuss your suggestion with my colleagues at one of our regular meetings.

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Finally I would like to once again emphasise the importance of looking after yourself. These processes can be difficult and upsetting and given that you are considering ceasing clinical practice I feel that you should focus on what you want from life and look forward. I suggested that you may wish to get your solicitor to arrange a meeting with the trust to see if a way forward can be agreed to the satisfaction of yourself and the trust. There are a range of support services available for doctors in such situations and I can recommend the BMA service (0330 123 1245) or the GMC investigation support service (0207 7383 6707).

Relevant regulations/guidance:

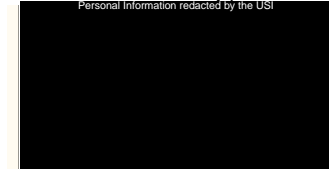
- General Medical Council Guide to Good Medical Practice;
- Maintaining High Professional Standards in the Modern HPSS (MHPS).

Either Grainne or I are happy to have a further discussion should you feel it helpful. Please contact Case Support on the phone line or email address above.

I hope the process has been helpful to you.

Yours sincerely,

Personal information redacted by the UoI



Colin Fitzpatrick

Adviser

Practitioner Performance Advice

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Chloe Williams

From: CST-C
Sent: 27 July 2020 15:49
To: Aidan O'Brien's email address
Cc: Colin Fitzpatrick
Subject: Confidential: personal - Case 18665
Attachments: LETO 200727 to practitioner - advice letter 18665 .pdf

Dear Dr O'Brien,

Please find attached the advice letter following your recent discussion with Colin Fitzpatrick (Adviser).

Please note that Practitioner Performance Advice does not issue hard copies of advice letters.

Please do not hesitate to contact our office should you have any further queries.

Kind regards,
Colette

Colette Cadd
Case Officer
Practitioner Performance Advice service
Direct line: Personal Information redacted by the USI / Advice Line: 020 7811 2600

Please note that I work part-time. My usual working days are Monday – Wednesday.

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27 July 2020

PRIVATE AND CONFIDENTIAL

Dr Aidan O'Brien

Aidan O'Brien's email address

Ref: 18665 (Please quote in all correspondence)

Dear Dr O'Brien,

Thank you for speaking with me on the telephone on 16 July 2020. Your wife also participated in the discussion.

We had a long conversation in which you described the events which have occurred to you in recent years from your perspective. Grainne Lynn has summarised much of the story in her letter but there were a few points which I felt particularly relevant to me. In particular you told me that my initial advice given in September 2016 had not been shared with the decision-making group when they decided how to address issues which were raised at that time. I was disappointed to hear this.

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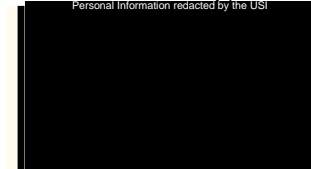
- General Medical Council Guide to Good Medical Practice;
- Maintaining High Professional Standards in the Modern HPSS (MHPS).

Either Grainne or I are happy to have a further discussion should you feel it helpful. Please contact Case Support on the phone line or email address above.

I hope the process has been helpful to you.

Yours sincerely,

Personal Information redacted by the UST



Colin Fitzpatrick

Adviser

Practitioner Performance Advice

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Chloe Williams

From: CST-C
Sent: 27 July 2020 15:49
To: Aidan O'Brien's email address
Subject: How to access encrypted emails - case 18665
Attachments: How to access your encrypted email v2.0 final.docx

Dear Dr O'Brien,

This is just to let you know that I have sent you a separate encrypted email.

Please let me know as soon as possible if you have any problems accessing the encrypted email.

Please note the following:

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- All encrypted emails expire after 30 days even if accessed within that period and therefore it will not be possible to access the email or any attachments again after the 30 day period unless a copy is saved onto your own system within the 30 day period.
- If you do not receive a notification from the NHS Resolution Secure Encryption Portal please utilise the below link and click on the "forgotten password" option to activate your account.

Personal Information redacted by the USI

Kind regards
Colette

Colette Cadd
Case Officer
Practitioner Performance Advice service
Direct line: Personal Information redacted by the USI / Advice Line: 020 7811 2600

Please note that I work part-time. My usual working days are Monday – Wednesday.

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Chloe Williams

From: Colin Fitzpatrick
Sent: 09 October 2020 11:49
To: Maria O'Kane's email address
Cc: CST-C
Subject: Case 18665 - RESENDING

Categories: Uploads with no action

Maria,

I am sure you are up to your ears with Covid, but when you get a moment, can we catch up on this issue?

No hurry.

Colin

Dr Colin Fitzpatrick FRCGP, FRACGP
Senior Advisor (Northern Ireland)
Practitioner Performance Advice Service (formerly NCAS)

Mobile telephone number: Personal Information redacted by the USI

NHS Resolution

EMAIL: Colin Fitzpatrick's email address

We have reviewed our assessment services to ensure that we continue to provide an effective service. If you would like to know more about our services, including the changes to our assessments, then please visit [Advice](#) or [Assessment](#) or contact us on 020 7811 2600 or advice@resolution.nhs.uk

Save Lives - Clean Your Hands
Hand hygiene (wash/rub) is the simplest and most effective way of preventing infections.



From: Maria O'Kane's email address via Secure Encryption Portal <Personal Information redacted by the USI>
Sent: 14 July 2020 19:59
To: Colin Fitzpatrick <Personal Information redacted by the USI>
Subject: Case 18665

thank you yes these are accurate

From: Colin Fitzpatrick's email address
To: CST-A <CST-A@resolution.nhs.uk>; Maria O'Kane's email address
Fri, Jul 10 2020 21:09:50 BST

Maria,

Thank you for your telephone call earlier today. You called to correct some matters which I appear to have misunderstood from our previous telephone call.

You pointed out that the grievance process quoted in my letter is not complete and the outcome is therefore not known.

You pointed out that Dr 18665 had emailed asking that patients could be put on a bookable list. The AMD had noted some discrepancies and investigated further.

You pointed out that the situation regarding the MDM trackers is quite unclear at present.

I would be grateful if you could let me know if I have now established the correct position. I should point out that these corrections do not alter my advice on management of the issues.

Regards,

Colin

Dr Colin Fitzpatrick FRCGP, FRACGP
Senior Advisor (Northern Ireland)
Practitioner Performance Advice Service (formerly NCAS)

Mobile telephone number [Personal Information redacted by the USI]

NHS Resolution

EMAIL: [Colin Fitzpatrick's email address]

We have reviewed our assessment services to ensure that we continue to provide an effective service. If you would like to know more about our services, including the changes to our assessments, then please visit [Advice](#) or [Assessment](#) or contact us on 020 7811 2600 or advice@resolution.nhs.uk

Save Lives - Clean Your Hands
Hand hygiene (wash/rub) is the simplest and most effective way of preventing infections.



From: CST-A <CST-A@resolution.nhs.uk>

Sent: 09 July 2020 15:43

To: [Maria O'Kane's email address]

Cc: Colin Fitzpatrick [Personal Information redacted by the USI]

Subject: Case 18665

Dear Dr O'Kane,

Please find attached the advice letter following your discussion with Dr Colin Fitzpatrick (Adviser).

Please note that Practitioner Performance Advice does not issue hard copies of advice letters.

Please do not hesitate to contact our office should you have any further queries.

Kind Regards,

Alfred Lear

Case Administrator

Practitioner Performance Advice

Direct line: Personal Information
redacted by the USI / Advice Line: 020 7811 2600

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Chloe Williams

From: Edyta Kazior on behalf of Hpan
Sent: 16 October 2020 12:59
To: Colin Fitzpatrick
Cc: Hpan
Subject: Case 18665 - HPAN received

Dear Colin,

I hope you are well.

I just want to let you now that we have received an Alert Notice from Department of Health in Northern Ireland in the name of Dr 18665.

I will make a note on the case file (without uploading the HPAN letter).

Kind regards,

Personal
Information
redacted by the
USI

Edyta Kazior
Senior Case Officer
Practitioner Performance Advice (formerly NCAS)

Personal Information redacted
by USI

/ Advice Line: 020 7811 2600

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Please Save Trees

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Chloe Williams

From: Colin Fitzpatrick
Sent: 29 October 2020 12:31
To: CST-C
Subject: CONFIDENTIAL: Personal QA of Case 18665

Categories: Letters

Ready for issue, please send.

<https://eks2.resolution.nhs.uk/AdviceReportDetails/Index/> Irrelevant information redacted by the USI

Case can close.

Thanks,

Colin

Practitioner Performance Advice (formerly NCAS)

2nd Floor, 151 Buckingham Palace Road

London

SW1W 9SZ

Advice line: 020 7811 2600

Fax: 020 7931 7571

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CST-C@resolution.nhs.uk

2 November 2020

PRIVATE AND CONFIDENTIAL

Dr Maria O'Kane
Medical Director
Southern Health and Social Care Trust
Craigavon Area Hospital
68 Lurgan Road
Portadown
BT63 5QQ

Ref: 18665 (Please quote in all correspondence)

Dear Dr O'Kane,

Further to our discussion of 29 October 2020, I am writing to summarise the issues and action-points we discussed for both of our records. My advice is based upon the information that you shared with me. Please let me know if you feel I have misunderstood the position in any way. Please note that our service is advisory only and responsibility for any management decision rests with employers.

We discussed a consultant urologist who has now retired. Concerns had been expressed about his clinical work and he has been referred to GMC. The trust is conducting an exercise looking back at patients treated by him back to January 2019. Consultant colleagues who have taken over treatment of his patients have expressed concern about management of cases. These concerns include test results which have not been acted on. You have identified a number of adverse incidents. In addition a review has been conducted of his use of medication which has identified 26 cases of concern. There are also concerns about his private practice. He practiced from his own home so all records will be in his possession. We agreed that it would require action by GMC to ask him to release these.

The matter has recently been featured in the press and the health minister has issued a statement to the Assembly.

It should be noted that we encourage transparency in the management of concerns relating to the performance of individual medical practitioners, and advise that they be informed of contact with us, and of their right to discuss their situation directly and in confidence with an adviser, should they so wish. Please also share this letter with the doctor, unless you think it inappropriate to do so.

The doctor should be encouraged to seek support at what is likely to be a very difficult time from the BMA, his medical defence organisation or the GMC helpline.

Relevant regulations/guidance:

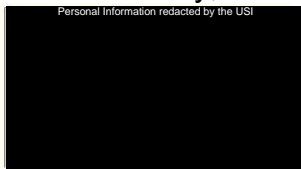
- Local procedures;
- General Medical Council Guide to Good Medical Practice;
- Maintaining High Professional Standards in the Modern HPSS (MHPS).

As the doctor has now retired, you are no longer his RO and he is being directly managed by GMC. An alert letter has been issued. There therefore seems no need for us to keep this file open and we will close it.

If you have any further issues to discuss, or any difficulty with these arrangements, please contact Case Support on the line above.

I hope the process so far has been helpful to you.

Yours sincerely,



Colin Fitzpatrick

Adviser

Practitioner Performance Advice

Chloe Williams

From: CST-C
Sent: 02 November 2020 17:13
To: Maria O'Kane's email address
Cc: Colin Fitzpatrick
Subject: Confidential: personal - Case 18665
Attachments: LETO 201102 to ECO - advice letter 18665.pdf

Dear Dr O'Kane,

Please find attached the advice letter following your recent discussion with Colin Fitzpatrick (Adviser).

Please note that Practitioner Performance Advice does not issue hard copies of advice letters.

Please do not hesitate to contact our office should you have any further queries.

Kind regards,
Colette

Colette Cadd
Case Officer
Practitioner Performance Advice service
Direct line: Personal Information redacted by the USI / Advice Line: 020 7811 2600

Please note that I work part-time. My usual working days are Monday – Wednesday.

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CST-C@resolution.nhs.uk

2 November 2020

PRIVATE AND CONFIDENTIAL

Dr Maria O'Kane
Medical Director
Southern Health and Social Care Trust
Craigavon Area Hospital
68 Lurgan Road
Portadown
BT63 5QQ

Ref: 18665 (Please quote in all correspondence)

Dear Dr O'Kane,

Further to our discussion of 29 October 2020, I am writing to summarise the issues and action-points we discussed for both of our records. My advice is based upon the information that you shared with me. Please let me know if you feel I have misunderstood the position in any way. Please note that our service is advisory only and responsibility for any management decision rests with employers.

We discussed a consultant urologist who has now retired. Concerns had been expressed about his clinical work and he has been referred to GMC. The trust is conducting an exercise looking back at patients treated by him back to January 2019. Consultant colleagues who have taken over treatment of his patients have expressed concern about management of cases. These concerns include test results which have not been acted on. You have identified a number of adverse incidents. In addition a review has been conducted of his use of medication which has identified 26 cases of concern. There are also concerns about his private practice. He practiced from his own home so all records will be in his possession. We agreed that it would require action by GMC to ask him to release these.

[Advise / Resolve / Learn](#)

To find out how we use personal information, please read our privacy statement at www.nhs.uk/PrivacyPolicy.aspx



Accredited
until 2020



The matter has recently been featured in the press and the health minister has issued a statement to the Assembly.

It should be noted that we encourage transparency in the management of concerns relating to the performance of individual medical practitioners, and advise that they be informed of contact with us, and of their right to discuss their situation directly and in confidence with an adviser, should they so wish. Please also share this letter with the doctor, unless you think it inappropriate to do so.

The doctor should be encouraged to seek support at what is likely to be a very difficult time from the BMA, his medical defence organisation or the GMC helpline.

Relevant regulations/guidance:

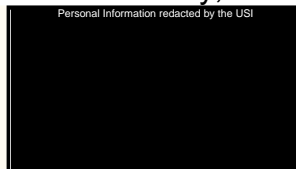
- Local procedures;
- General Medical Council Guide to Good Medical Practice;
- Maintaining High Professional Standards in the Modern HPSS (MHPS).

As the doctor has now retired, you are no longer his RO and he is being directly managed by GMC. An alert letter has been issued. There therefore seems no need for us to keep this file open and we will close it.

If you have any further issues to discuss, or any difficulty with these arrangements, please contact Case Support on the line above.

I hope the process so far has been helpful to you.

Yours sincerely,



Colin Fitzpatrick

Adviser

Practitioner Performance Advice

Chloe Williams

From: CST-C
Sent: 02 November 2020 17:14
To: Maria O'Kane's email address
Subject: How to access encrypted emails - case 18665
Attachments: How to access your encrypted email v2.0 final.docx

Dear Dr O'Kane,

This is just to let you know that I have sent you a separate encrypted email.

Please let me know as soon as possible if you have any problems accessing the encrypted email.

Please note the following:

- Version 11 of Internet Explorer is now required to access encrypted emails.
- encrypted emails need to be accessed within 30 days otherwise they expire and it is then not possible to access the information contained within them.
- All encrypted emails expire after 30 days even if accessed within that period and therefore it will not be possible to access the email or any attachments again after the 30 day period unless a copy is saved onto your own system within the 30 day period.
- If you do not receive a notification from the NHS Resolution Secure Encryption Portal please utilise the below link and click on the "forgotten password" option to activate your account.

Personal Information redacted by the USI

Kind regards
Colette

Colette Cadd
Case Officer
Practitioner Performance Advice service
Direct line: Personal Information redacted by the USI / Advice Line: 020 7811 2600

Please note that I work part-time. My usual working days are Monday – Wednesday.

NHS Resolution
2nd Floor, 151 Buckingham Palace Road, London, SW1W 9SZ

Advise / Resolve / Learn
resolution.nhs.uk



We offer a range of assessments and interventions to support the management and resolution of performance concerns relating to individual doctors, dentists and pharmacists. To find out more, please click on [Advice](#) and [Assessment and intervention](#) to take you to these sections of our website. You can also contact us on 020 7811 2600 or email us at advice@resolution.nhs.uk.

Chloe Williams

From: Maria Granata
Sent: 01 December 2020 10:17
To: Maria Granata
Subject: FW: Southern Trust Urologist - case 18665

From: Vicky Voller [Personal Information redacted by USI]
Sent: 30 October, 2020 9:15 AM
To: Padraig Doran [Personal Information redacted by USI]
Subject: FW: Southern Trust Urologist - case 18665

Hi – to be updated on your legal spreadsheet pls. Have you had the opportunity to discuss with [Personal Information redacted by USI] how this might get fed through to COG? V

Vicky Voller
Director of Advice and Appeals
[Personal Information redacted by USI] (PA)
0207 811 2600 (Advice Line)

NHS Resolution
2nd Floor, 151 Buckingham Palace Road, London, SW1W 9SZ

Advise / Resolve / Learn
resolution.nhs.uk



We have reviewed our assessment services to ensure that we continue to provide an effective service. If you would like to know more about our services, including the changes to our assessments, then please visit [Advice](#) or [Assessment](#) or contact us on 020 7811 2600 or advice@resolution.nhs.uk

From: Colin Fitzpatrick [Personal Information redacted by USI]
Sent: 29 October 2020 11:47
To: Karen Wadman [Personal Information redacted by USI]; Vicky Voller
[Personal Information redacted by USI]; Grainne Lynn [Personal Information redacted by USI]
Subject: Southern Trust Urologist - case 18665

Further update.

I spoke to the MD today. They are conducting an extensive review and will be recalling patients. It appears that local GPs were concerned about his practice but didn't report – similar to the neurology issue. The other similarity is extensive private practice and some of the index cases are private. However he did his private work from his house so there are no clinic records available – unlike neurology where MW practiced from a private hospital. The trust have informed GMC who will have to organise the investigation of the private patients as no-one else has jurisdiction.

Dr O'Kane is no longer the RO for this doctor and the GMC are taking his case forward, so I think that it is safe for us to close the case.

Colin

Dr Colin Fitzpatrick FRCGP, FRACGP
Senior Advisor (Northern Ireland)
Practitioner Performance Advice Service (formerly NCAS)

Mobile telephone number Personal Information redacted by USI

NHS Resolution

EMAIL: Colin Fitzpatrick's email address

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<image004.png>

Chloe Williams

Subject: FW: 18665

From: Colin Fitzpatrick [Personal Information redacted by the USI]

Sent: 24 November 2020 11:13

To: Vicky Voller [Personal Information redacted by the USI]; Karen Wadman [Personal Information redacted by the USI]

Subject: 18665

<https://www.bbc.co.uk/news/uk-northern-ireland-55055153>

Dr Colin Fitzpatrick FRCGP, FRACGP
Senior Advisor (Northern Ireland)
Practitioner Performance Advice Service (formerly NCAS)

Mobile telephone number [Personal Information redacted by the USI]

NHS Resolution

EMAIL: [Colin Fitzpatrick's email address]

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<image003.png>

Chloe Williams

From: Colin Fitzpatrick
Sent: 25 November 2020 12:58
To: Vicky Voller; Karen Wadman
Cc: CST-C
Subject: FW: Urology - Communication to GPs - 18665
Attachments: LtrtoGPPracticesUrology 24.11.2020.pdf

Importance: High

Categories: Uploads with no action

Further update.

Colin

CST – please save to EKS, Thanks

Dr Colin Fitzpatrick FRCGP, FRACGP
Senior Advisor (Northern Ireland)
Practitioner Performance Advice Service (formerly NCAS)

Mobile telephone number Personal Information redacted by the USI

NHS Resolution

EMAIL: Colin Fitzpatrick's email address

We have reviewed our assessment services to ensure that we continue to provide an effective service. If you would like to know more about our services, including the changes to our assessments, then please visit [Advice](#) or [Assessment](#) or contact us on 020 7811 2600 or advice@resolution.nhs.uk

Save Lives - Clean Your Hands
Hand hygiene (wash/rub) is the simplest and most effective way of preventing infections.



From: Fitzpatrick, Colin Personal Information redacted by the USI
Sent: 25 November 2020 12:56
To: Colin Fitzpatrick Personal Information redacted by the USI
Subject: ** Hyperlinks Disabled ** FW: Urology - Communication to GPs
Importance: High

Dr Colin Fitzpatrick FRCGP
Clinical Director (Primary Care) / GP
South Eastern Health & Social Care Trust



From: RegionalGMSCorrespondence

Personal Information redacted by the USI

Sent: 25 November 2020 12:44

Subject: Urology - Communication to GPs

Importance: High

"This email is covered by the disclaimer found at the end of the message."

Dear colleagues

Please see attached letter from Dr Maria O’Kane, Medical Director SHSCT, for your attention.

Kind regards

Directorate of Integrated Care
Health & Social Care Board
12-22 Linenhall Street
Belfast
BT2 8BS

"The information contained in this email and any attachments is confidential and intended solely for the attention and use of the named addressee(s). No confidentiality or privilege is waived or lost by any mistransmission. If you are not the intended recipient of this email, please inform the sender by return email and destroy all copies. Any views or opinions presented are solely those of the author and do not necessarily represent the views of HSCNI. The content of emails sent and received via the HSC network may be monitored for the purposes of ensuring compliance with HSC policies and procedures. While HSCNI takes precautions in scanning outgoing emails for computer viruses, no responsibility will be accepted by HSCNI in the event that the email is infected by a computer virus. Recipients are therefore encouraged to take their own precautions in relation to virus scanning. All emails held by HSCNI may be subject to public disclosure under the Freedom of Information Act 2000."



Quality Care - for you, with you

24th November 2020

Ref: ec/MOK

Urgent High Priority
To All GP Practices

Dear Colleagues,

Re: Review of Southern Health and Social Care Trust Urology Service

I am writing in relation to issues of concern which have been identified in relation to the treatment and care provided by a Consultant Urologist at the Southern Health and Social Care Trust, who no longer works in health services. As you may be aware the Minister for Health delivered a statement in the Northern Ireland Assembly regarding this issue today. A link to both the Ministerial and Trust statements regarding this matter can be found [here](#).

As a result of the identified concerns the Trust conducted a scoping exercise regarding the NHS practice of the Consultant during the period of 1st January 2019 to 30th June 2020. This scoping exercise has identified a number of patients who were under the care of the Consultant and who will require review to ensure that they have received appropriate treatment and care.

The Trust have already reviewed some clinically urgent patients and will be writing to other patients who require review, asking them to contact the Trust to make arrangements for an appointment to be reviewed by another Consultant Urologist. We hope to schedule all patients to be seen as soon as is feasible given the limited Urologist pool. We have recently increased the team to support this work. Should any of your patients be included in this group you will receive a copy of this correspondence.

We are also conscious that in addition to patients who are actively receiving care from our

Southern Trust Headquarters, Craigavon Area Hospital, 68 Lurgan Road, Portadown, BT63 5QQ

Tel: [028]

Personal Information
redacted by the USI

Email:

Personal Information redacted by the USI

urology services, we need to consider what action is required in relation to those who have previously been discharged from the Consultant's practice. While we have agreed with the Public Health Agency, Health and Social Care Board and Department of Health that we should prioritise the Consultants caseload between 1st January 2019 and 30th June 2020 for review, in the first instance, I would like to assure you that we are already considering how best to manage those patients who have previously been discharged from their practice. We have sought guidance from the Royal College of Surgeons on this matter.

We are also aware the Consultant conducted a significant private practice from their home. Some of these patients will be known to the Trust. However an indeterminate proportion of this practice will exist outside of wider Health and Social Care services. In these circumstances these patients may contact you directly for advice and support.

I recognise that patients receiving letters at this time, or indeed those who may hear of these concerns in the media, may be anxious regarding their care and treatment by the Consultant. Where patients have received letters from us, they will have been provided with a contact telephone number at the Trust to make their appointment with a Consultant Urologist. In addition, we have a dedicated patient advice line in place which is **0800 4148520** and which will be included in our media releases.

We are conscious that some patients may seek to contact their GP with their concerns. We are sorry for the additional work this may cause you. We would be grateful for your assistance in allaying concerns where appropriate, or in taking other appropriate action, including referral to our services. If you consider it necessary, we can arrange for a Consultant Urologist to speak with you about specific patient concerns. Please contact [REDACTED] [REDACTED] and we will arrange for a member of our team to call you back as soon as possible.

Once again, may I offer you my sincere apologies and assure you that we will do all that we can to ensure patients receive the best possible care. I am grateful for your cooperation and assistance.

Southern Trust Headquarters, Craigavon Area Hospital, 68 Lurgan Road, Portadown, BT63 5QQ

Tel: [028]

[REDACTED] Personal Information redacted by the USI

Email:

[REDACTED] Personal Information redacted by the USI

Yours sincerely

Personal Information redacted by the USI

Dr Maria O’Kane
Medical Director

Southern Trust Headquarters, Craigavon Area Hospital, 68 Lurgan Road, Portadown, BT63 5QQ

Tel: [028]

Personal Information
redacted by the USI

Email:

Personal Information redacted by the USI

Case chronology cover sheet

Case reference	18665
Employing/ contracting organisation (ECO)	Southern HSC Trust
ECO case contacts (including titles)	Maria O’Kane, Medical Director
Chronology prepared by	Colin Fitzpatrick’ Senior Adviser
Other staff who contributed information to the chronology (if applicable)	
Chronology prepared for	Practitioner Performance Advice Core Operational Group
Date prepared	27 July 2020

- Cases being referred to COG should also have the COG ‘cases to note’ cover note completed.
- This chronology should not contain any personal identifiable information relating to the practitioner.
- Practitioner Performance Advice staff should be named in full at first reference and then abbreviated.
- Third party organisations (for example, regulators, and royal colleges) should be named.
- The chronology should be confined to the facts (for example, what advice was given).
- The final chronology must be uploaded to EKS2 using this naming convention:
‘Chronology [YYMMDD] [Case reference]’

Reason for chronology [Tick the relevant box(es) and add explanation if 'other' is selected]	
<input checked="" type="checkbox"/>	Significant concern
<input type="checkbox"/>	Significant expression of dissatisfaction or formal complaint
<input checked="" type="checkbox"/>	High-profile
<input type="checkbox"/>	Subject of an inquiry or legal hearing
<input type="checkbox"/>	Being managed outside usual procedures
<input type="checkbox"/>	NHS Resolution Responsible Officer involved
<input type="checkbox"/>	Risk that requires escalation
<input type="checkbox"/>	Significant consequences and/or learning potential
<input type="checkbox"/>	Other (please explain reason)

Case background
<p>This case which relates to a consultant in urology was first referred in 2016. The initial concerns related to a backlog of 700 patients, very slow triage of referrals taking up to 18 weeks when the standard was 2 days, poor patient notes, delayed referral to oncology, removing patient notes and taking them home and not always returning them. The advice was to meet with the practitioner to agree a way forward and to relieve him of theatre duty to enable him to clear his backlog. It appears that the trust did not follow our advice initially. They commenced a formal investigation and decided to hold a hearing. The hearing was delayed because the practitioner lodged a grievance. The practitioner retired a few days ago and neither grievance process nor hearing was completed. He had been practicing unrestricted although an "action plan" was set in place in early 2017. This appears to have been a sort of remedial programme composed without our input.</p> <p>A few days before his retirement, the MD called to say that a review of his cases had shown 46% of over 300 cases reviewed had issues with them. The practitioner disputes this. We have suggested further investigation and notifying DoH.</p> <p>It is the scale of the issues which could attract publicity.</p>

Practitioner Performance Advice current case status
Open

Practitioner's current status (if applicable)
Retired, not practicing

Narrative and Practitioner Performance Advice action (a chronological summary of the key issues,	
	New referral - slow to triage referrals, takes charts home, poor record keeping.
07 September 2016	Advised meeting with doctor and audit of work
22 December 2016	Oversight committee in trust considers concerns and orders action plan to address
28 December 2016	Further call about SAI. Concerns about patient safety. Considering exclusion.
27 January 2017	Email to trust seeking update

27 January 2017	Email to trust seeking update
30 March 2017	Email to trust seeking update
30 May 2017	Email to trust seeking update
30 May 2017	Email to trust seeking update
15 August 2017	Case closed
17 September 2018	Request from trust to meet
20 September 2018	Telephone call. Investigation complete. Significant concerns.
21 September 2018	Call from trust - Investigation complete. Issues of concern. GMC ELA aware. Action plan advised.
21 September 2018	PSR forms sent
15 October 2018	Call from practitioner. Alleges that trust misled PPA. Considering legal options.
17 October 2018	Discussion with practitioner
30 October 2018	Call from practitioner. Complaining that initial advice of 7/9/16 was not followed by trust.
31 October 2018	Discussion with trust. Updating trust on discussions with practitioner. Formal investigation & hearing proposed.
05 November 2018	Letter to practitioner. Updating on trust decision and saying that trust had explained their decision in a letter of 30/3/17
02 January 2019	Update email from trust - practitioner has lodged grievance so hearing postponed.
05 June 2019	Email to trust seeking update
10 June 2019	Email query from adviser. Reply is that hearing postponed pending grievance.
09 September 2019	Email to trust seeking update. No reply. Case closed
07 July 2020	Case reopened
07 July 2020	Call from trust - Preliminary review of cases has shown 46% of 300+ cases had issues. Advised further investigation. Practitioner retiring imminently. Worried about private patients once he retires. Advised to DW GMC ELA.
15 July 2020	Call from practitioner to GL - questioning trusts account and upset that PPA do not contact practitioner when first contacted by trust.
16 July 2020	Call from practitioner to CF - same issues as above. Advised to get support for

personal stress.

Practitioner Performance Advice interventions (please indicate if any of these have been carried out/issued in this case)

Behavioural assessment	<input type="checkbox"/>
Clinical performance assessment	<input type="checkbox"/>
Action plan	<input type="checkbox"/>
Team review	<input type="checkbox"/>
Assisted mediation	<input type="checkbox"/>
Healthcare Professional Alert Notice	<input type="checkbox"/>

Ongoing action and next steps

We are monitoring the case and providing advice to the trust.

Specific actions for COG



Litigation Authority

SERVICE LEVEL AGREEMENT (SLA)

BETWEEN:

THE DEPARTMENT OF HEALTH, NORTHERN IRELAND

AND

NHS LITIGATION AUTHORITY (NHS LA)

For the provision of specified NCAS services

This Agreement represents a Service Level Agreement ("SLA") between **THE DEPARTMENT OF HEALTH NORTHERN IRELAND** ("the Department") and **NHS LITIGATION AUTHORITY (NHS LA)**

The Agreement is made pursuant to section 28 of the Northern Ireland Act 1998

BACKGROUND:

The Department and NHS LA wish to enter into an arrangement under Section 28 of the Northern Ireland Act 1998 whereby NCAS, an operating division of NHS LA, will provide support to the Department and its Arm's Length Bodies (ALBs).

Subject to and in accordance with the terms of this agreement:

The members and staff of NHS LA will perform the functions set out in Schedule 1 as service to the Department to deal with practitioners whose performance gives cause for concern.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement (including the Background), the following terms shall, unless the context otherwise requires, have the following meanings:

"NCAS" means the National Clinical Assessment Service, an Operating Division of the NHS LA;

"the Department" means the Department of Health Northern Ireland;

"HSC" means the Health and Social Care Bodies as defined by Section 1(5) of the Health and Social Care (Reform) Act (NI) 2009;

"In writing" means documented, signed and sent by post or by electronic mail;

"Practitioners" means Doctors, Dentists and Pharmacists;

"Background IPR" means all Intellectual Property used in connection with the NHS LA Services.

- 1.2 References in this Agreement to numbered clauses are references to the clauses in the Agreement in which the reference bearing that number appears.

2. TERM

- 2.1 This Agreement shall come into force on the 1 April 2017 and remain in force for a period of 36 months unless terminated in accordance with clause 14 below.
- 2.2 This agreement will be reviewed at the end of each 12 month period during the term of this agreement for the period set out above at paragraph 2.1. or on an ad-hoc basis where deemed necessary by both parties.

3. FUNCTIONS OF NCAS

- 3.1 The Department, with a view to accessing the advice and support system for practitioners whose performance gives rise to concern, agrees that NHS LA will exercise the following NCAS functions as more specifically set out in Schedule 1 to this Agreement:

- 3.1.1 to provide an advisory service to all potential employers/contractors and practitioners and support to the Department and the HSC for advice cases arising and an assessment service on a case by case basis as agreed between the parties;
- 3.1.2 to provide an assessment and intervention service, including Professional Support and Remediation (PSR) services when required;
- 3.1.3 to provide support to local efforts to improve good practice in relation to the resolution of difficulties and concerns between doctors, dentists and pharmacists and their employers and contractors, through policy support and website resources;
- 3.1.4 to provide support for reporting at a local level.
- 3.2 In addition to the services described above at 3.1, NCAS may provide to the Department on agreement and at an agreed cost, any service included in Schedule 1.
- 3.3 NCAS shall also provide under this Agreement all ancillary administrative, professional or technical services necessary to enable NCAS to carry out the functions in clauses 3.1 to 3.2 inclusive. Schedule 1 to this Service Level Agreement sets out the services to be provided.
- 4. STANDARD OF PERFORMANCE**
- 4.1 NHS LA shall exercise all NCAS functions and provide all services in accordance with NHS LA's standard policies or guidance and reflecting the resources and information provided by The Department.
- 5. ACTIVITY REPORTS**
- 5.1 NCAS shall produce two activity reports each year. A mid-year report will be provided covering the period up to end September of the relevant year and a full annual report covering the full financial year in question. The former report will be received by the Department by end October of the year in question and the annual report by end June.
- 6. CONDUCT OF BUSINESS**
- 6.1 NHS LA shall carry out its functions under this Agreement having regard to the matters specified in the Schedule 1 to this Agreement.
- 7. INDEMNITY AND INSURANCE**
- 7.1 Each Party accepts unlimited liability to the other for:
 - death or personal injury caused by the negligence of that Party; and
 - fraud or fraudulent misrepresentation committed by or on behalf of that Party.
- 7.2 Save as in Clause 7.1, NHS LA shall not be liable to the Department for (a) any indirect or consequential loss or (b) any loss of use or loss of profits, business, contracts, revenues or anticipated savings whether arising from tort (including,

without limitation, negligence or breach of statutory duty), breach of contract or otherwise.

- 7.3 Except as otherwise provided in this Agreement, NHS LA limits its liability to the Department in contract, tort (including, without limitation, negligence or breach of statutory duty) or howsoever arising to a maximum limit of the contract price only.
- 7.4 Save as set out in Clause 7.1 the Department will indemnify NHS LA with any reasonable costs and compensation awarded as a result of civil action in connection with the exercise of its functions described in the Service Level Agreement, provided NHS LA and its employees have acted in good faith and with due care and diligence.
- 7.6 Each Party hereby acknowledges and agrees that the provisions of this Clause 7 are fair and reasonable having regard to the circumstances as at the date hereof. The provisions of this clause 7 shall survive the termination of this agreement, however arising.

8. FREEDOM OF INFORMATION ACT and DATA PROTECTION ACT

- 8.1 The parties are subject to the Freedom of Information Act 2000 (FOIA) and may be required to disclose information to ensure compliance with the FOIA. Both parties note and acknowledge the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) as may be amended, updated or replaced from time to time. The parties will act in accordance with the FOIA and these Codes of Practice (and any other applicable codes of practice or guidance notified to the Department from time to time).
- 8.2 Any decision regarding the application of any exemption to the request for disclosure of recorded information is a decision solely for the body receiving and processing the request. Where a party is managing a request as referred to in this clause, the other party shall co-operate with them if they so request and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.
- 8.3 The parties must protect personal data in accordance with the provisions and principles of the Data Protection Act 1998. Both parties shall be registered under the DPA and both parties shall comply at all times with Data Protection Legislation and shall not perform their obligations under the Agreement in such a way as to cause either party to breach any of their applicable obligations under Data Protection Legislation. Both parties must promptly notify the other if they breach this clause.

9. INTELLECTUAL PROPERTY

- 9.1 In this clause 9, "Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

- 9.2 All Intellectual Property Rights arising from or relating to the services, including without limitation any material prepared by or supplied by NHS LA in connection with NCAS services shall remain the property of NHS LA.
- 9.3 To the extent that the Department or any individual employed or engaged by the Department, have been involved in the development of or provision of the services ("contribution"), the Department hereby assigns to NHS LA all Intellectual Property Rights in such Contribution by way of present and future assignment with full title guarantee.
- 9.4 The Department shall have no right or licence to use any Intellectual Property of NHS LA except that it shall be entitled to use any material, information or other documents provided by NHS LA as part of the delivery of the services and for the Departments internal business processes pursuant to the services provided under this agreement only.

10. FINANCIAL ARRANGEMENTS

- 10.1 NHS LA shall charge the Department for the services described in this agreement, in the following manner:

Commercially Sensitive Information redacted by the USI.



- 10.1.2 The Department may also request NCAS provide additional services, at an additional cost as specified in Schedule 1.
- 10.2 Travel, accommodation and further expenses incurred providing services specified in clause 10.1.2. above will be claimed in accordance with the NHS LA expenses policy.
- 10.3.1 NHS LA shall invoice for the fixed cost at the commencement of this agreement and at the commencement of any subsequent term. Any additional charges for services specified in clauses 10.1.2 above shall be invoiced on agreement to the provision of the service.

11 AUDIT

- 11.1.1 In the exercise of its functions and provision of services under this agreement. NHS LA shall keep all case related documents for all referrals made by the department.

12 DESIGNATED REPRESENTATIVES

- 12.1 NHS LA and the Department shall both nominate designated representatives for the day to day operation of the Agreement and senior officers with responsibility for resolving function and service issues of a more serious nature. These contacts shall be set out at Schedule 3 to this agreement.

13 DISPUTE RESOLUTION

- 13.1 In the first instance any dispute arising under the Agreement shall be discussed by the designated representatives of the parties, as described in clause 12.
- 13.2 In the event that the dispute is not resolved under clause 13.1, either party shall notify the other within 21 days of the dispute setting out reasonable details of the dispute. The dispute shall then be referred to the Senior Officer of the Department and the NCAS Director, who shall meet reasonably promptly to seek to resolve the matter.
- 13.3 If the dispute is not resolved in accordance with clause 13.2 above, then the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure or any other model mediation procedure as agreed by the Parties. To initiate mediation the Parties may give notice in writing (a "Mediation Notice") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Parties asking them to nominate a mediator.

14 TERMINATION

- 14.1 Either party may terminate this agreement forthwith by notice in writing if the other party is in breach of this agreement and fails to remedy the breach (if capable of remedy) within 30 days of written notice of the breach being given and has not or will not comply with the Dispute resolution procedure as set out above at Clause 13.
- 14.2 Termination or expiry of this Agreement for any reason shall be without prejudice to any right or remedy of either Party which may have accrued prior to such termination.
- 14.3 The Department shall return any NHS LA equipment or materials in its possession or control at its own cost to the NHS LA no later than 30 days after the termination or expiry of this Agreement.
- 14.4 Upon expiry or earlier termination of this Agreement, NHS LA shall continue to be entitled to receive and The Department shall pay the service provider the contract price for any services provided by NHS LA up to and including the date of termination or expiry.
- 14.5 The provisions of Clauses 7, 8, 9, 13 and 14 shall survive termination of this Agreement.

15 LAW AND JURISDICTION

- 15.1 The parties shall accept the non-exclusive jurisdiction of the Northern Ireland courts and agree that the contract is to be governed and construed according to Northern Irish law.

16 MISCELLANEOUS

- 16.1 No variation of this Agreement shall be effective unless it is in writing signed by each of the parties.
- 16.2 No waiver of any term, provision or condition of this Agreement shall be effective unless it is in writing and signed by the waiving party.

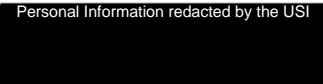
17 ASSIGNMENT AND NOVATION.

- 17.1 Either party may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- (a) any Contracting Authority; or
 - (b) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the transferring body;
- provided that any such assignment, novation or other disposal shall not increase the burden of the other party's obligations under the Contract.

18 ENTIRE AGREEMENT CLAUSE

- 18.1 This SLA, together with the documents referred to in it/attached to it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.
- 18.2 Each of the parties acknowledges and agrees that in entering into this SLA and the documents referred to in it/attached to it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this SLA. The only remedy available to either party in respect of any such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement.
- 18.3 Nothing in this clause shall operate to exclude any liability for fraud.

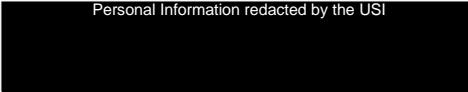
Signed for and on behalf of the **DEPARTMENT OF HEALTH NORTHERN IRELAND**

By: 
Personal Information redacted by the USI

Name: **PADDY WOODS**

Date: **10.10.17**

Signed for and on behalf of **NHS LA**

By: 
Personal Information redacted by the USI

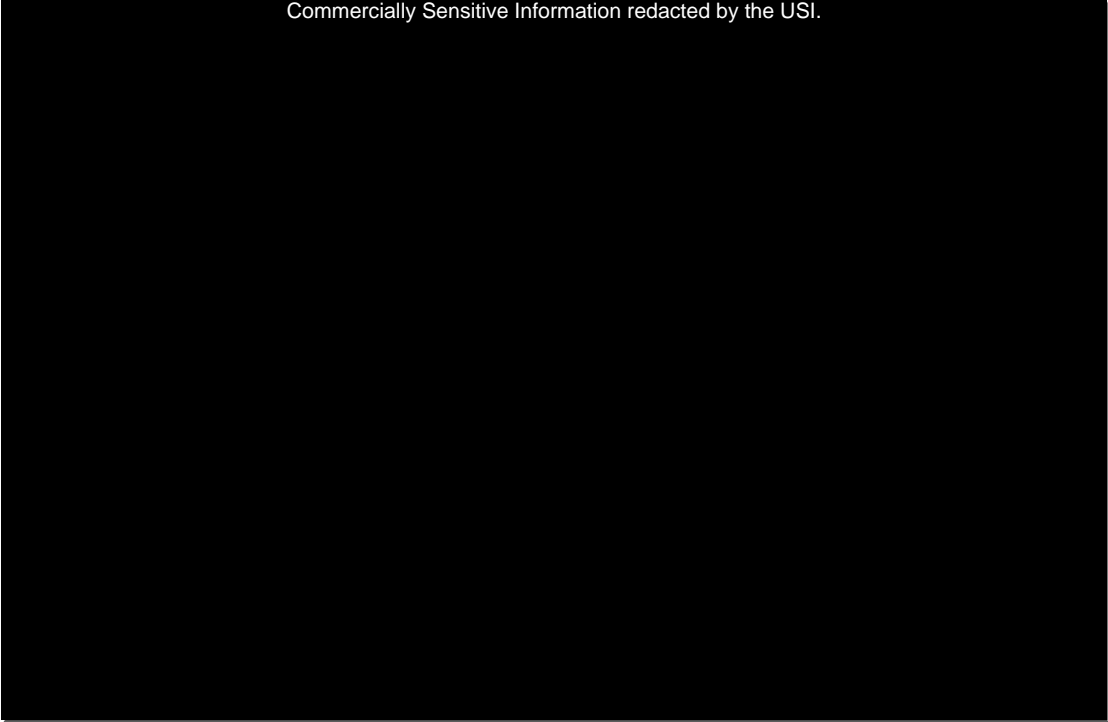
Name:

Date: **17 October 2017**


Schedule 1: Agreement Costs

Fee Structure


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Where it is agreed that NCAS will provide a bespoke assessment or a modular assessment/intervention as a pilot, it will be delivered without charge until such time that the service is officially launched by NCAS.

All costs given above are exclusive of VAT. VAT will be charged at the prevailing rate to all invoices (if applicable).

All costs are subject to review at the end of each financial year.

Schedule 2: Service Specification

1. Practitioners Covered

This Agreement covers all doctors, dentists and pharmacists for which the Client has responsibility, including those GPs on the Client GP Performers List.

2. Areas of Clinical Care Covered

- Primary care services
- Secondary care services
- Public Health
- Mental Health and Psychiatric Services

3. Contact/Request for advice

Contact/Request for advice and support to NCAS for any activity/service covered by this Agreement will be made by the Medical Director of the Client or the named designated representative at Schedule 3.

Telephone requests for advice and support directly from practitioners concerned about their own performance are acceptable but NCAS will make these callers aware that the relevant employing/contracting body will be informed of the conversation and that no more than telephone advice will be given without the formal involvement of their employing/contracting body.

4. Assessors

NCAS assessments will be carried out by existing members of the NCAS Assessor team. The employing/contracting body may nominate individuals who may be interested in being trained in NCAS assessment methods and, following successful selection and training, may carry out NCAS assessments elsewhere in the UK. All assessors will work within the NCAS assessment framework and guidelines for assessors devised by NCAS.

5. Quality and performance indicators

NCAS will aim to work to the highest standards of quality in all its activities; in particular; all work undertaken by NCAS under the terms of this agreement will be subject to NCAS' programme of evaluation and quality assurance.

6. Timescales

NCAS will undertake to respond to requests from the employing/contracting body in accordance with standard operating procedures. NCAS will complete all case assessments within a reasonable timeframe, taking account of the complexity of each individual case and the requirements outlined within this agreement and the associated service level agreement.

7. Services

Case Management Service

The purpose of the case management service is to provide expert support to local resolution of concerns about the performance of a practitioner. A contact or request for

advice or support from an employing/contracting body will be passed to a member of the adviser team who will then make contact with the employing/contracting body at the agreed time. For the avoidance of doubt, the contact or request for advice will be formally logged as an NCAS case if it requires telephone advice followed up in writing, and in some circumstances supported with a facilitated meeting, and requires review until the case reaches a conclusion.

An NCAS Adviser will provide expert advice and support and will be responsible for directing the management of NCAS' input to the case. The level of support will depend on the nature of the case. The progresses of all active NCAS cases are reviewed at monthly meetings between the adviser and a senior colleague. NCAS' lead and senior advisers provide senior support and quality assurance for the work undertaken by the Adviser.

The method of support provided to employing/contracting bodies will include telephone advice, case conferences and detailed work with the employing/contracting body to ensure that best use is made of local governance procedures. Where specialist interventions are required from NCAS, the adviser will work with the employing/contracting body to ensure that these are tailored to the circumstances of the case.

It is not essential for the identity of a practitioner to be shared with NCAS as part of case management work, although NCAS prefers that this is done. Whether or not the identity of the practitioner is shared, local governance procedures will be required to be robustly able to assure patient safety and public protection, and this point will be addressed explicitly throughout the handling of the case.

The decision to close a case rests with the adviser with the exception of exclusion cases, which must remain open until the exclusion has been brought to an end. It is normally appropriate to close a case in circumstances where:

- The employing/contracting organisation has confirmed the case has been resolved
- Local action is likely to resolve the case and the employer/contractor has a clear plan how to achieve this
- There has been no active contact from the employer/contractor despite follow up requests for a period of 3 months (except where exclusion is involved or where there is felt to be particular risk in closing a case)
- The case is in the process of an intervention such as a behavioural impact agreement which does not require direct surveillance or a PSR plan which again does not require further NCAS monitoring or input unless we wish to do so for evaluation purposes
- The case is subject to external proceedings such as legal/GMC which is not likely to require further NCAS support

As a competent advisory body in this area of work, a key feature of NCAS' involvement is to bring constructive challenge to the local management of concerns and support the resolution of disputes between practitioners and their employing/contracting organisation. NCAS support may also include formal facilitation, assisted mediation or structured action planning. NCAS retains staff who are accredited mediators to provide our Assisted Mediation service.

NCAS Performance Assessments

In a small proportion of cases NCAS will advise use of a performance assessment. In deciding whether to suggest assessment, NCAS will take into account the criteria set out in its Consideration of Assessment policy. In doing this, key considerations are whether the concerns about the practitioner's performance documented by the employing/contracting body are supported by existing evidence, are significant and/or repetitious but do not appear to be sufficiently serious to warrant an immediate referral to the regulator, and if the employing/contracting body appears to have taken steps to manage the case but has not been successful in clarifying the concern(s) and/or bringing them to a resolution. In these circumstances an NCAS performance assessment may clarify the nature of the concerns, identify the strengths and weaknesses of a practitioner's professional practice and help to identify a way forward.

The assessment process is designed to maintain a common threshold and fair treatment across different practitioner groups. Its validity and reliability is supported by wide sampling across a practitioner's scope of practice, using a range of assessment instruments. The assessment team agrees the sampling approach before the assessment, in discussion with an NCAS Assessment and Intervention Adviser. Sampling takes account of the practitioner's field of practice, and the concerns raised about the practitioner. Full performance assessments include an occupational health assessment, a behavioural assessment and multi-source feedback and is followed by a clinical visit conducted by NCAS trained assessors and a lay assessor.

Modular Assessments

Where a full performance assessment is not thought to be appropriate, NCAS is able to offer a range of other specialist interventions, options available include those listed as additional services in Schedule 1 of this agreement. The NCAS adviser will work with the employing/contracting body to ensure that these are tailored to the circumstances of the case.

Health Assessments

NCAS can provide, or can offer advice to referring bodies who may wish to commission their own, specialised occupational health assessment. NCAS will invoice the employing/contracting organisation, who be responsible costs in relation to these services. If Departmental funding is required by the employing/contracting organisation for these services, they must first submit a business case to the Department, highlighting why routinely available services or resources are not appropriate.

Behavioural Assessments

NCAS can offer an assessment on whether there are behavioural factors that are causing performance concerns and make recommendations for addressing issues identified.

Professional Support and Remediation services

NCAS can offer a wide range of bespoke action plans to support practitioners in their return to safe and effective practice. Action plans are developed following a review of the particular circumstances of each case, taking into account any development needs in areas such as leadership, patient or colleague interaction or other behavioural

issues, in addition to supporting the development of knowledge and skills in the context of their clinical practice. NCAS action plans include:

- Remediation action plans - where evidence identifying performance concerns is available either following an NCAS assessment or local assessment
- Return to work action plans - supporting a practitioner's reskilling and/or reintegration into clinical practice following a prolonged absence of time (with or without remediation of any pre-existing performance concerns)
- Professional development action plans - to support practitioners in developing particular areas of their practice further.

Assisted Mediation

Assisted mediation is an independent, voluntary and confidential process in which NCAS accredited mediators will work with the parties on an impartial basis to help resolve difficulties which are impacting on professional relationships at work. In doing so we share our experience of what is realistically likely to work and we can also sign post the parties to other interventions which may help to resolve the difficulties.

Working with difficult teams and Team Reviews

This service is delivered by NCAS' experienced advisers, who have additional training and expertise in conflict resolution and mediation. Outcomes range from a mediated resolution, through agreement of behavioural contracts, to a series of performance management measures. NCAS can also advise on whether a team review may be appropriate.

Regulatory Assessments

NCAS carries out performance assessments on behalf of health profession regulators.

Education services, Workshops and Conferences

NCAS' programme of workshops and conferences aims to share good practice and learning from casework and disseminate the information widely to NHS Medical Directors, Chief Executives, Clinical Directors, Responsible Officers, HR Directors and all those who deal first-hand with concerns about performance. Workshops are interactive, often using case studies. NCAS provides events at national, regional and local level and for audiences defined by specialty and sector interests as well as for multidisciplinary groups.

Further information on all NCAS Services can be found on the NCAS website at www.ncas.nhs.uk.

Schedule 3: Contacts

NCAS

Dr Colin Fitzpatrick
Senior Adviser
National Clinical Assessment Service
NHS Resolution

HSC Leadership Centre
The Beeches
Hampton Manor Drive
Belfast
Co. Antrim
BT7 3EN

Email: [Personal Information redacted by USI]
Mob: [Personal Information redacted by USI]

DoH Northern Ireland

Dr Paddy Woods
Deputy Chief Medical Officer

Castle Buildings
Stormont
Belfast
BT4 3SQ

Email: [Personal Information redacted by USI]
Tel: [Personal Information redacted by USI]

THIS AGREEMENT is made the 22nd day of April 2020.

PARTIES	
(1)	NHS LITIGATION AUTHORITY of 2nd Floor, 151 Buckingham Palace Road, London SW1W 9SZ (" NHS Resolution "); and
(2)	Department of Health Northern Ireland (the Department) , Castle Buildings, Stormont, Belfast BT4 3SQ
BACKGROUND	
<p>The Department and NHS Resolution wish to enter into an arrangement regarding maintaining high professional standards policy for handling concerns regarding Medical and Dental Staff employed in the Department whereby Practitioner Performance Advice, an operating division of NHS Resolution, will provide support to the Department and their nominated Health and Social Care Trusts. Details of the Health and Social Care Trusts shall be provided in writing by the Department to NHS Resolution during the Term.</p> <p>Subject to and in accordance with the terms of this agreement:</p> <p>The members and staff of NHS Resolution will perform the functions set out in Schedule 2 as services to the Department to deal with practitioners whose performance gives cause for concern.</p>	

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement (including the Background), the following terms shall, unless the context otherwise requires, have the following meanings:

"Practitioner Performance Advice" an NHS Resolution function that provides impartial advice, assessment and intervention services to health organisations to help the effective management and resolution of performance concerns about the performance of doctors, dentists and pharmacists;

"the Department" means the Department of Health Northern Ireland or their nominated Health and Social Care Trusts;

"In writing" means documented, signed and sent by post or by electronic mail;

"Practitioners" means Doctors, Dentists and Pharmacists;

- 1.2 References in this Agreement to numbered clauses are references to the clauses in the Agreement in which the reference bearing that number appears.

2. TERM

- 2.1 This Agreement shall come into force on the 1 April 2020 and remain in force for a period of 36 months unless terminated in accordance with clause 14 below.
- 2.2 This agreement will be reviewed at the end of each 12 month period during the term of this agreement for the period set out above at paragraph 2.1. or on an ad-hoc basis where deemed necessary by both parties.

3. FUNCTIONS OF PRACTITIONER PERFORMANCE ADVICE

- 3.1 The Department, with a view to accessing the advice and support system for Practitioners whose performance gives rise to concern, agrees that NHS Resolution will exercise the following Practitioner Performance Advice functions as more specifically set out in Schedule 2 to this Agreement including but not limited to:
- 3.1.1 provide an advisory service to the Department for advice cases arising and an assessment service on a case by case basis as agreed between the parties;
 - 3.1.2 provide an assessment and intervention service, including Professional Support and Remediation (PSR) services when required;
 - 3.1.3 provide support to local efforts to improve good practice in relation to the resolution of difficulties and concerns between the Practitioners and their employers and contractors, through policy support and website resources;
 - 3.1.4 provide support for reporting at a local level.
- 3.2 Practitioner Performance Advice shall also provide under this Agreement all ancillary administrative, professional or technical services necessary to enable Practitioner Performance Advice to carry out the functions in clauses 3.1 to 3.2 inclusive. Schedule 2 to this Service Level Agreement sets out the services to be provided.

4. STANDARD OF PERFORMANCE

- 4.1 NHS Resolution shall exercise all Practitioner Performance Advice functions and provide all services in accordance with NHS Resolution's standard policies or guidance and reflecting the resources and information provided by the Department.

5. ACTIVITY REPORTS

- 5.1 NCAS shall produce 2 activity reports each year. A mid-year report will be provided covering the period up to the end of September of the relevant year and a full annual report covering the full financial year in question. The former report will be received by the Department by end of October of the year in question and the annual report by end of June.

6. CONDUCT OF BUSINESS

- 6.1 NHS Resolution shall carry out its functions under this Agreement having regard to the matters specified in the Service Specification at Schedule 2 to this Agreement.

7. INDEMNITY AND INSURANCE

- 7.1 Each Party accepts unlimited liability to the other for:
- death or personal injury caused by the negligence of that Party; and
 - fraud or fraudulent misrepresentation committed by or on behalf of that Party.
- 7.2 Save as in Clause 7.1, NHS Resolution shall not be liable for (a) any indirect or consequential loss or (b) any loss of use or loss of profits, business, contracts, revenues or anticipated savings whether arising from tort (including, without limitation, negligence or breach of statutory duty), breach of contract or otherwise.
- 7.3 Except as otherwise provided in this Agreement, NHS Resolution limits its liability to the Department in contract, tort (including, without limitation, negligence or breach of statutory duty) or howsoever arising to a maximum limit of the contract price only.
- 7.4 (a). Save as set out in Clause 7.1 and subject to the limitation provision in 7.4 (b) the Department will indemnify NHS Resolution with any reasonable costs and compensation awarded as a result of civil action in connection with the exercise of its functions described in the Service Level Agreement, provided NHS Resolution and its employees have acted in good faith and with due care and diligence.
- (b). Except as otherwise provided in this Agreement the Department limits its liability to NHS Resolution in contract, tort (including, without limitation negligence or breach of statutory duty) or howsoever arising to a maximum limit of the annual contract price together with five (5) per cent interest on such contract price only.
- 7.5 Each Party hereby acknowledges and agrees that the provisions of this Clause 7 are fair and reasonable having regard to the circumstances as at the date hereof. The provisions of this clause 7 shall survive the termination of this agreement, however arising.

8. FREEDOM OF INFORMATION ACT and DATA PROTECTION ACT

- 8.1 NHS Resolution and the Department are subject to the Freedom of Information Act 2000. Both parties may be required to disclose information to ensure compliance with Freedom of Information legislation. Both parties note and acknowledge this legislation and the relevant Codes of Practice. The parties will act in accordance with their respective Freedom of Information legislation and Codes of Practice (and any other applicable codes of practice or guidance).
- 8.2 Any decision regarding the application of any exemption to the request for disclosure of recorded information is a decision solely for the body receiving and processing the request. Where a party is managing a request as referred to in this clause, the other party shall co-operate with them if they so request and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.
- 8.3 The parties must protect personal data in accordance with the provisions and principles of the UK Data Protection Act 2018. Both parties shall be registered under their respective legislation and both parties shall comply at all times with the Data Protection Legislation and shall not perform their obligations under the Agreement in such a way as to cause either party to breach any of their applicable obligations under the Data Protection Legislation. Both parties must promptly notify the other if they breach this clause.

9. INTELLECTUAL PROPERTY

- 9.1 In this clause 9, “Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 9.2 All Intellectual Property Rights arising from or relating to the services, including without limitation any material prepared by or supplied by NHS Resolution in connection with Practitioner Performance Advice services shall remain the property of NHS Resolution.
- 9.3 To the extent that the Department or any individual employed or engaged by the Department, have been involved in the development of or provision of the services (“contribution”), the Department hereby assigns to NHS Resolution all Intellectual Property Rights in such Contribution by way of present and future assignment with full title guarantee.
- 9.4 The Department shall have no right or licence to use any Intellectual Property of NHS Resolution except that it shall be entitled to use any material, information or other documents provided by NHS Resolution as part of the delivery of the services and for the Department’s internal business processes pursuant to the services provided under this agreement only.

10. FINANCIAL ARRANGEMENTS

- 10.1 NHS Resolution shall charge the Department for the services described in this agreement, in the following manner:

10.1.1

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- 10.1.2 The Department may also request Practitioner Performance Advice to provide additional services, at an additional cost as specified in Schedule 1.

- 10.2 Travel, accommodation and further expenses incurred by NHS Resolution staff providing services specified in clause 10.1.2. above will be claimed in accordance with the NHS Resolution expenses policy.
- 10.3 NHS Resolution shall invoice for the fixed cost at the commencement of this agreement and at the commencement of any subsequent term. Any additional charges for services specified in clauses 10.1.2 above shall be invoiced on agreement to the provision of the service.

11. AUDIT

- 11.1 In the exercise of its functions and provision of services under this agreement. NHS Resolution shall keep all case related documents for all referrals made by the Department.

12. DESIGNATED REPRESENTATIVES

- 12.1 NHS Resolution and the Department shall both nominate designated representatives for the day to day operation of the Agreement and senior officers with responsibility for resolving function and service issues of a more serious nature. These contacts shall be set out at Schedule 3 to this agreement.

13. DISPUTE RESOLUTION

- 13.1 In the first instance any dispute arising under the Agreement shall be discussed by the designated representatives of the parties, as described in clause 12.
- 13.2 In the event that the dispute is not resolved under clause 13.1, either party shall notify the other within 21 days of the dispute setting out reasonable details of the dispute. The dispute shall then be referred to the Senior Officer of the Department and the Director of Practitioner Performance Advice, who shall meet reasonably promptly to seek to resolve the matter.
- 13.3 If the dispute is not resolved in accordance with clause 13.2 above, then the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure or any other model mediation procedure as agreed by the Parties. To initiate mediation the Parties may give notice in writing (a "Mediation Notice") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Parties asking them to nominate a mediator.

14. TERMINATION

- 14.1 Either party may terminate this agreement forthwith by notice in writing if the other party is in breach of this agreement and fails to remedy the breach (if capable of remedy) within 30 days of written notice of the breach being given and has not or will not comply with the Dispute resolution procedure as set out above at Clause 13.
- 14.2 Termination or expiry of this Agreement for any reason shall be without prejudice to any right or remedy of either Party which may have accrued prior to such termination.
- 14.3 The Department shall return any NHS Resolution equipment or materials in its possession or control at its own cost to NHS Resolution no later than 30 days after the termination or expiry of this Agreement.

- 14.4 Upon expiry or earlier termination of this Agreement, NHS Resolution shall continue to be entitled to receive and the Department shall pay NHS Resolution the contract price for any services provided by NHS Resolution up to and including the date of termination or expiry.
- 14.5 The provisions of Clauses 7, 8, 9, 13 and 14 shall survive termination of this Agreement.
- 14.6 Either party may terminate this agreement on 3 months' notice in writing to the other party, unless a shorter timescale is agreed by both parties.

15 MISCELLANEOUS

- 15.1 No variation of this Agreement shall be effective unless it is in writing signed by each of the parties.
- 15.2 No waiver of any term, provision or condition of this Agreement shall be effective unless it is in writing and signed by the waiving party.

16 ASSIGNMENT AND NOVATION

- 16.1 Either party may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- (a) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the transferring body;

provided that any such assignment, novation or other disposal shall not increase the burden of the other party's obligations under the Contract.

17 ENTIRE AGREEMENT CLAUSE

- 17.1 This SLA, together with the documents referred to in it/attached to it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.
- 17.2 Each of the parties acknowledges and agrees that in entering into this SLA and the documents referred to in it/attached to it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this SLA. The only remedy available to either party in respect of any such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement.
- 17.3 Nothing in this clause shall operate to exclude any liability for fraud.

Signed for and on behalf of **Department of Health Northern Ireland**

By:

Personal Information redacted by the USI

Name: Brian Godfrey

Date: 22 April 2020

Signed for and on behalf of **NHS Resolution**

By:

Personal Information redacted by
the USI

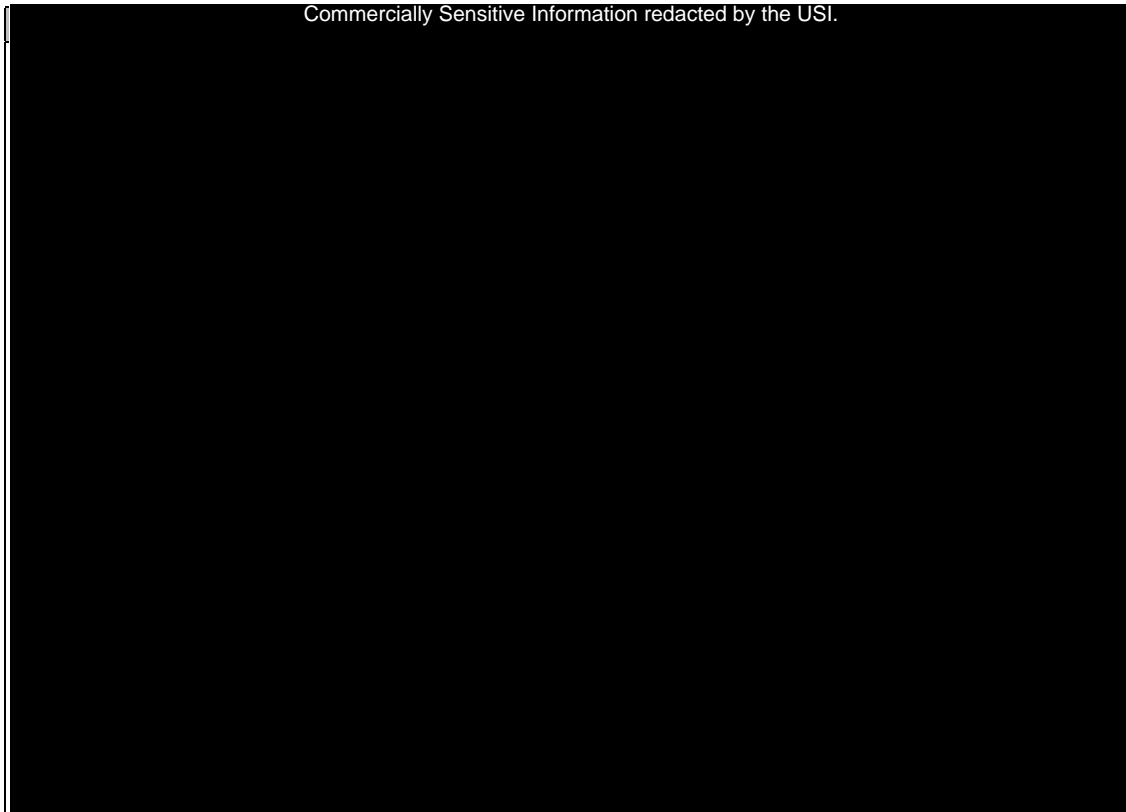
Name: Vicky Voller

Date: 22 April 2020

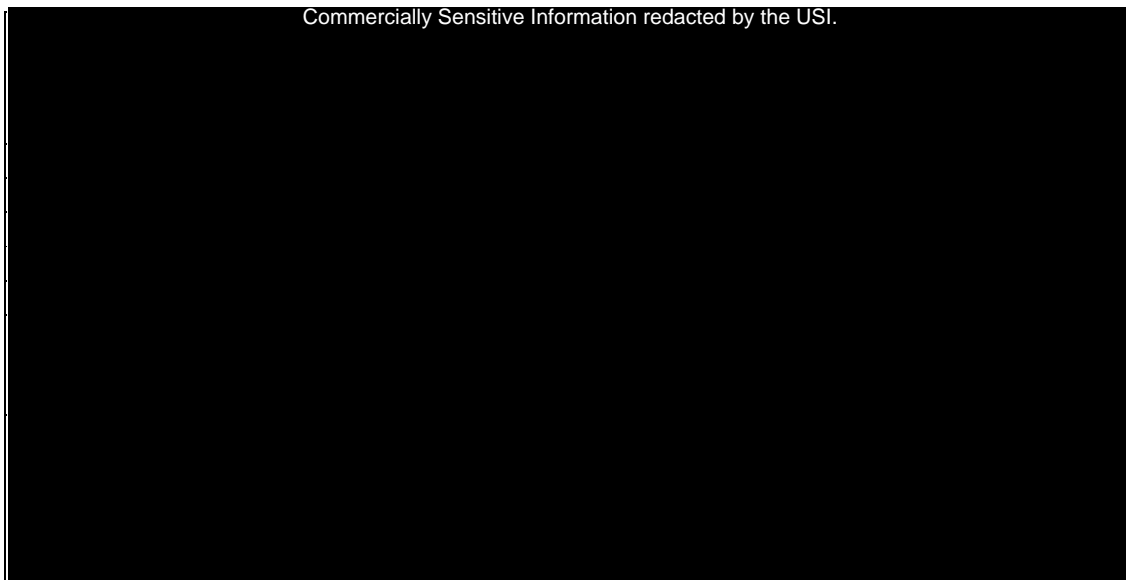
Schedule 1: Agreement Costs

Fee Structure


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* Costs indicated are the current costs per event and may be subject to change in the future. When requesting a training event, the charges applicable will be as stated on our website at that time. This information can be accessed at <https://resolution.nhs.uk/ppa-training/>

Schedule 2: Service Specification

1. Practitioners Covered

This Agreement covers all doctors, dentists and pharmacists for which the Department has responsibility, including GPs on the Department's GP Performers List.

2. Areas of Clinical Care Covered

- Primary care services
- Secondary care services
- Public Health
- Mental Health and Psychiatric Services

3. Contact/Request for advice

Contact/Request for advice and support to Practitioner Performance Advice for any activity/service covered by this Agreement will be made by the Department's Group Medical Director or by the named designated representative at Schedule 3.

Telephone requests for advice and support directly from Practitioners concerned about their own performance are acceptable but Practitioner Performance Advice will make these callers aware that the relevant employing/contracting body will be informed of the conversation and that no more than telephone advice will be given without the formal involvement of their employing/contracting body.

4. Assessors

Practitioner Performance Advice assessments will be carried out by members of the Practitioner Performance Advice Assessor team. All assessors will work within the Practitioner Performance Advice assessment framework and guidelines for assessors devised by Practitioner Performance Advice.

5. Quality and performance indicators

Practitioner Performance Advice will aim to work to the highest standards of quality in all its activities, in particular all work undertaken by Practitioner Performance Advice under the terms of this agreement will be subject to Practitioner Performance Advice's programme of evaluation and quality assurance.

6. Timescales

Practitioner Performance Advice will undertake to respond to requests from the Department in accordance with standard operating procedures. Practitioner Performance Advice will complete all case assessments within a reasonable timeframe, taking account of the complexity of each individual case and the requirements outlined within this agreement.

7. Services

Case Management Service

All services provided by Practitioner Performance Advice, including our assessment services, are directed towards supporting the early identification, and fair and effective management and resolution of concerns in relation to the performance of Practitioners. In all cases, patient safety and public protection are our paramount concerns.

A contact or request for advice or support from the Department or nominated Health Trust will be passed to a member of the Adviser team who will then make contact with the Health Board at the agreed time. For the avoidance of doubt, the contact or request for advice will be formally logged as a Practitioner Performance Advice case if it requires telephone advice followed up in writing, and in some circumstances supported with a facilitated meeting, and requires review until the case reaches a conclusion.

A Practitioner Performance Advice Adviser will provide advice and support and will be responsible for directing the management of Practitioner Performance Advice's input to the case. The level of support will depend on the nature of the case. The progress of all active Practitioner Performance Advice cases are reviewed at monthly meetings between the Adviser and a senior colleague. Practitioner Performance Advice's lead and senior Advisers provide senior support and quality assurance for the work undertaken by the Adviser.

The method of support provided to the nominated Health Board will include telephone advice, case conferences and detailed work with the nominated Health Board to ensure that best use is made of local governance procedures. Where specialist interventions are required from Practitioner Performance Advice, the adviser will work with the nominated Health Board to ensure that these are tailored to the circumstances of the case.

It is not essential for the identity of a Practitioner to be shared with Practitioner Performance Advice as part of case management work, although Practitioner Performance Advice prefers that this is done. Whether or not the identity of the Practitioner is shared, local governance procedures will be required to be robustly able to assure patient safety and public protection, and this point will be addressed explicitly throughout the handling of the case.

The decision to close a case rests with the Adviser with the exception of exclusion cases, which must remain open until the exclusion has been brought to an end. It is normally appropriate to close a case in circumstances where:

- The Health Board has confirmed the case has been resolved.
- Local action is likely to resolve the case and the Health Board has a clear plan how to achieve this.
- There has been no active contact from the Health Board despite follow up requests for a period of 3 months (except where exclusion is involved or where there is felt to be particular risk in closing a case).
- The case is in the process of an intervention which does not require direct surveillance or a Professional Support and Remediation (PSR) plan which again does not require further Practitioner Performance Advice monitoring or input unless we wish to do so for evaluation purposes.
- The case is subject to external proceedings such as legal/GMC which is not likely to require further Practitioner Performance Advice support.

As a competent advisory body in this area of work, a key feature of Practitioner Performance Advice's involvement is to bring constructive challenge to the local management of concerns and support the resolution of disputes between Practitioners and the associated Health Board. Practitioner Performance Advice support may also include formal facilitation, assisted mediation or structured action planning. Practitioner Performance Advice retains staff who are accredited mediators to provide our Assisted Mediation service.

Practitioner Performance Advice Clinical Performance Assessments

In a small proportion of cases Practitioner Performance Advice will advise use of an assessment. In deciding whether to recommend an assessment, Practitioner Performance Advice will take into account the criteria set out in its Consideration of Assessment policy. In doing this, key considerations are:

- The nature of the reported concerns, the available evidence for those concerns and any steps that have been taken to resolve the concerns.
- Whether an assessment would appreciably add to what is already known from earlier investigation or other review.
- Whether there are likely to be significant constraints on the nature and scope of any assessment or the feasibility of undertaking assessment.
- The duration of the Practitioner's contract and/or their expectations or plans for future practice.
- The parties' submissions as to whether they wish for an assessment to be undertaken and the benefit they perceive it would bring in terms of managing the concerns.
- The nature and scope of our assessments including their ability to provide robust evidence to help identify any concerns and what might be causing them.

The purpose of a Clinical Performance assessment is to:

- Provide an independent view on the clinical performance of the Practitioner, identifying both satisfactory practice and any areas of poor practice.
- Provide information to assist the referring organisation in decisions about the next steps in their management of the case.

The assessment is carried out through a clinical assessment visit by a trained team of assessors, supported by an Assessment and Intervention Manager. It includes: clinical record review; direct observation of practice and case-based assessment.

Behavioural Assessments

Practitioner Performance Advice can also offer a behavioural assessment. The purpose of which is to:

- Provide an independent view on the behavioural characteristics of the Practitioner, including any areas which require consideration.

- Provide information to assist the referring organisation in decisions about the next steps in their management of the case.

The assessment includes the Practitioner completing two online psychometric questionnaires and then attending an all-day appointment with an occupational psychologist.

Professional Support and Remediation (PSR) action plan

The purpose of a PSR action plan is to:

- Provide the Practitioner with the opportunity to demonstrate (upon successful completion) that they are practising at the standard reasonably expected for the role they will be practicing.

The Practitioner Performance Advice PSR service develops action plans for Practitioners who have been identified as needing support in order to return to safe and effective clinical practice. The reasons for practitioners needing support are wide ranging, and usually involve:

- Remediation - following the identification of deficiencies in aspects of their clinical practice.
- Return to work / re-integration (following a period of absence from clinical practice).

Action plans are based and developed on the information provided to Practitioner Performance Advice by the Department and the Practitioner. The final action plan and programme represents an agreement between the Department and the Practitioner.

Assisted Mediation

Assisted mediation is an independent, voluntary and confidential process in which two Practitioner Performance Advice accredited mediators work with the parties concerned to create a mutual understanding of the issues and to find a way forward that enables a more effective professional working relationship.

The aim of the assisted mediation service is to enable a more professional working relationship between both parties which leads to a positive impact on the immediate team and, ultimately, better patient care.

Team Reviews

The purpose of a team review is to:

- Identify and better understand key issues that are perceived to be contributing to relationship difficulties within a team.
- Identify any barriers to resolving the issues which have been highlighted
- Assist the Department in formulating a plan for improving professional relationships within the team.

The team review does not focus on an individual's clinical performance or the general service provision but concentrates on the behaviours and relationships affecting the ability of the team to work effectively together. The outcome of the team review will, where possible, focus on providing the employing or contracting organisation with possible solutions to assist in the local management of the issues whilst ensuring any governance and safety issues are given priority. The benefit is likely to have a positive impact on the immediate team and patient or public safety.

Team reviews are delivered by trained facilitators who bring extensive experience of casework relating to performance, behaviours and team functioning. The team review discussion is confidential between Practitioner Performance Advice facilitators and the participants and is conducted on a 'without prejudice basis'. This means that what is discussed during the facilitated discussions cannot be used for other purposes, for example, formal HR or legal processes. The team review report is provided directly to the Department for sharing as they feel appropriate.

Education and training services

Practitioner Performance Advice's programme of workshops and conferences aims to share good practice and learning from casework and disseminate the information widely to NHS Medical Directors, Chief Executives, Clinical Directors, Responsible Officers, HR Directors and all those who deal first-hand with concerns about performance. Workshops are interactive, often using case studies. Practitioner Performance Advice provides events at national, regional and local level and for audiences defined by specialty and sector interests as well as for multidisciplinary groups.

Further information on all Practitioner Performance Advice services can be found on <https://resolution.nhs.uk/services/practitioner-performance-advice>

Schedule 3: Contacts**Practitioner Performance Advice**

Name: Colin Fitzpatrick
Senior Adviser (NI)
Practitioner Performance Advice

Address: NHS Resolution
2nd Floor
151 Buckingham Palace Road
London
SW1W 9SZ

Email: Personal Information redacted by the USI
Telephone:

Name: Karen Jeffrey
Department of Health Northern Ireland

Address: Castle Buildings, Stormont, Belfast BT4 3SQ

Email:
Telephone: