British Orthopaedic Association

Multi-Disciplinary Clinical Service Review: Care of Patients with Non-Ambulatory Fragility Fractures

Request Form

This form should be completed in full and returned to the BOA Policy Team at policy@boa.ac.uk
Section C must be signed by the Commissioning Director, usually the Chief Executive Officer or Medical Director.

Section A – Organisation & Site Details

Please complete the details below, including details of the named lead contacts.

Organisation requesting review	Name:
Commissioning Executive	Name: Position: E-mail address:
Site at which review to take place	Site: Address:
Clinical Lead Contact	Name: Position: Direct telephone: E-mail address:
Operational Lead Contact	Name: Position: Direct telephone: E-mail address:
Financial Lead Contact	Name: Position: Direct telephone: E-mail address: Purchase order number or reference code:

The clinical lead contact will be the coordinating consultant and will be responsible for providing the BOA team with the clinical information required in advance of the site visit, liaising with clinical colleagues to support the review process, factual checking of the report after the visit and coordinating feedback to the BOA.

The operational lead contact will be a service manager who will be responsible for the smooth running of the site visit, including room bookings, accommodation and refreshments.

The financial lead contact will provide a link for the BOA for invoices and payment. Please note the BOA invoice will be issued when this form is received by us and payment is required before the site visit is organised.

Section B – Scope of the Review

We are seeking a review:

On the recommendation of the NHFD Report	☐
On the recommendation of another external body (please specify below)	☐
Following internal review of 30-day mortality as reported in the NHFD	☐
Following identification of other concerns (please specify below)	☐
Another reason (please specify below)	☐

The full scope of the review will be agreed by the BOA and the site in advance but the following broad objectives are common to all reviews:

- To evaluate the quality of data submitted to the National Hip Fracture Database (NHFD) and to analyse this in the context of the review parameters.
- To assess standards of care, compared to current relevant NICE guidelines, NICE quality standards, BOA standards for trauma, AAGBI guidance and Best Practice Tariff for fragility hip and femur fractures.
- To assess working practices and multi-disciplinary team function as they relate to the care of patients with non-ambulatory fragility fractures.
- To recommend changes in the pathway of care for patients with non-ambulatory fragility fractures, to empower the team and give guidance on how to develop the service and drive quality improvement.

Please describe briefly any specific issues that you would like the review team to evaluate in addition to the objectives above.

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Suggestions for additional objectives are subject to agreement by the BOA Trauma Committee Review Lead. The BOA team will liaise with the clinical lead contact to agree the final scope of the review. This will be confirmed in writing when the invoice is issued.

Please be aware that, whilst we appreciate the inter-dependent nature of care of all patients with orthopaedic injuries, the review process is limited to the care provided for frail or elderly patients with non-ambulatory fractures. We cannot expand this significantly to other patient groups, such as major trauma or ambulatory care, although we may comment on the impact that the resource needed by other patients may have on the care given to the patients who are the focus of this review.

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Section C – Charges and Acceptance of Terms & Conditions

You will be responsible for the following expenditure:

- Review fee £15,000 (excluding VAT). An invoice for the review fee will be produced once the review has been agreed and must be paid before to a date for the site visit will be agreed.
- Accommodation & subsistence costs for the review panel members. Hotel bookings and meals for the review panel should be made by the site team and paid directly. In most cases, accommodation is required for a single night. However, additional nights' accommodation may be required if travel times to the site preclude arrival of the review panel by lunchtime on the first day.
- Reimbursement for the time away for their employing organisations for the clinical members of the review panel. This will be by direct invoice from their individual employers.
- Reimbursement of travel and other expenses for the panel members will coordinated by the BOA and is subject to VAT. It is expected that these expenses will be paid to the BOA within one month of submission. We estimate that the total cost of time and travel expenses for the review panel will be in the region of £7,000.
- Any payments required by the nominated lay representative, in line with your organisation's usual policy.

Sections D & E below, outline the principles of the review and the terms & conditions.

Declaration of the Commissioning Executive

As the Commissioning Executive for this review, I confirm that I have read the principles of the process, as set out in Section D, and the terms & conditions at Section E of this form, which shall apply at all times to the delivery of the review. I approve the payments outlined in Section C above.

Acceptance of the proposal (including all schedules attached, including the terms in Schedule E) shall be on signature below, and binds the requesting organisation and the BOA to the terms contained herein. In the case of any conflict between these terms and any conditions proposed or forwarded by the organisation, these terms shall prevail.

By signing, I hereby warrant that I have authority and approval to bind the organisation to these terms and to agree to the receipt of the services from the BOA.

Signed by: [NAME OF]

Role:

for and on behalf of [organisation] ……..

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Confirmation by the BOA

Signed by: [NAME OF]

Role:

for and on behalf of the British Orthopaedic Association

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Section D – Principles

1. The BOA will not normally enter into correspondence about reviews with any party other than the Chief Executive Officer or Medical Director (or their nominated deputies listed as 'Lead Contacts' above). If the BOA is approached directly by any member of the healthcare organisation's staff regarding specific arrangements for the review, they will normally be advised to approach the Chief Executive Officer, Medical Director or Lead Contacts in the first instance. It is the healthcare organisation's responsibility to circulate relevant information about the review internally.
2. All staff, both clinical and non-clinical, at the healthcare organisation that are directly involved in the review must be fully informed of the purpose of the review and supported to be fully transparent in any discussions with the review team.
3. The review will be carried out in an open, fair, structured and supportive manner. All relevant documents within the healthcare organisation should be made available to both the reviewers and the site team in advance of the review.
4. The healthcare organisation commissioning the review remains responsible for patient safety within their organisation at all times throughout the review process. Where a Multi-Disciplinary Clinical Service Review for Care of Patients with Non-Ambulatory Fragility Fractures has been commissioned due to potential concerns about patient safety, the healthcare organisation is responsible for taking any necessary steps to protect patient safety while the review is being completed and the review panel's view on the circumstances is being reached.
5. Where concerns about patient safety are identified and highlighted by the review panel, the healthcare organisation will consider and act appropriately on all the review panel's recommendations. The BOA, and/or the review panel members reserve to themselves the right to disclose in the public interest but still in confidence to a regulatory body or any other appropriate recipient, any relevant findings of and/or any advice or recommendation made by the BOA review team.
6. The final report should be made available to the whole team (having considered any duty of confidentiality or other legal obligations that may apply).
7. The healthcare organisation will ensure that, where necessary, it works with the BOA to meet any obligations that either organisation has under legislation relating to confidentiality or data protection.
8. The healthcare organisation will pay the fee charged by the BOA for undertaking the services, prior to BOA commencing delivery of the services, and will pay for review panel members' costs (travel expenses, accommodation and subsistence) and reimburse the panel members' employing NHS Trust for their time as incurred during delivery of the services.

Section E – Terms of Multi-Disciplinary Clinical Service Review for Care of Patients with Non-Ambulatory Fragility Fractures

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement:

1.1 Definitions.

Agreement: These terms and conditions, Request Form, and any other schedules attached thereto.

Charges: the charges payable by the organisation for the supply of the Services in accordance with clause 4.
Organisation: the Trust or other healthcare organisation requesting Services from BOA as per the Request Form.
Site: the hospital site at which the review is to take place.
Unit Data: has the meaning set out in clause 8.1.
Data Legislation: means the Data Protection Act 2018 (DPA) and General Data Protection Regulation (GDPR).
Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Services: the review services to be provided by the BOA as set out in the Request Form.
Report: means and findings and outputs generated by BOA as a result of the Services.
Request Form: means the document 'Multi-Disciplinary Clinical Service Review: Care of Patients with Non-Ambulatory Fragility Fractures. Request Form' that has been produced on request for the provision of Services as requested (and to which these terms and conditions apply and are appended).

1.2 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
1.3 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
1.4 A reference to **writing** or **written** includes e-mail.
1.5 References to clauses and schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of the relevant schedule.

2. Services

2.1 The BOA shall supply the Services to the Organisation in accordance with the Request Form in all material respects.
2.2 Prior to commencement of the Services, the Organisation shall be required to execute and be bound by an indemnity agreement in a form acceptable to the BOA in respect of the Services and Report. The BOA shall not be obliged to perform or deliver any Services until such indemnity agreement is in place to its satisfaction.
2.3 In accordance with Clause 4.4, the BOA shall not commence delivery of the Services until the Charges expressed to be paid prior to commencement are received in full and clear funds.
2.4 The BOA shall have the right and autonomy to decide how the Services are delivered. The BOA shall be permitted to utilise third party reviewers (who shall be either employed by the health service or lay reviewers) for the performance of the Services subject to such reviewers being subject to obligations of confidentiality.
2.5 Each party undertakes to act and perform in good faith in relation to the other, particularly in relation to meeting any requirements of confidentiality or other Data Legislation which the Services may be subject to.

3. Organisation's obligations

3.1 The Organisation shall:
a. ensure that the terms of the Request Form are complete, up to date and accurate;

b. reasonably co-operate with the BOA in all matters relating to the Services;
c. notify its employees and other individuals in its control that the Services are to be delivered by the BOA and that they should correspond with the BOA openly, honestly, and transparently to allow the Services to be delivered;
d. provide the BOA, its employees, agents, consultants, and subcontractors, with access to the Organisation's premises, office accommodation and other facilities as reasonably required by the BOA;
e. provide the BOA with such information and materials as the BOA may reasonably require (or which the Organisation reasonably believes the BOA should be aware of) to supply the Services, and ensure that such information is accurate in all material respects;
f. obtain and maintain all necessary licences, permissions and consents which may legally be required to be obtained in connection with the Services before the date on which the Services are to start;
g. observe and uphold the principles set out in Schedule D

3.2 The Organisation is solely responsible for the use of any information or other materials obtained through the Services.
3.3 The Organisation remains responsible for patient safety within their organisation at all times during the BOA delivering the Services. Where Services have been commissioned due to potential concerns about patient safety the Organisation is responsible for taking any necessary steps to protect patient safety while the Services are being completed and the BOA is preparing its Report.
3.4 The Organisation warrants that by signing the Request Form it has authority and power to be bound to this Agreement and receive the Services referred to herein.

4. Charges and payment

4.1 The Charges for the Services are set out in the Request Form.
4.2 The BOA shall invoice the Organisation prior to commencement of the Services OR during the delivery of the Services where Charges are incurred (e.g. expenses).
4.3 The Organisation shall pay each invoice submitted by the BOA:
a. within 30 days of the date of the invoice; and
b. in full and in cleared funds to a bank account nominated in writing by the BOA
4.4 The provision of Services will not commence until full and cleared funds are received by the BOA in accordance with Clause 4.3.
4.5 The Organisation shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

5. Findings and Intellectual property rights

5.1 All Intellectual Property Rights in or arising out of or in connection with the Services, including the Report and findings generated, shall be owned by the BOA, subject to Clause 5.2.
5.2 Subject to the BOA having received all Charges in full (including any incurred in delivery of the Services), the BOA shall make available its Report generated as a result of the Services and hereby assigns all Intellectual Property Rights in the Report to the Organisation **SAVE THAT** the BOA is permitted to retain a copy of the Report for archival purposes and the BOA reserves the right to make a copy of such Report available to the National Joint Registry. The Organisation undertakes to make the Report available to all relevant personnel in the Organisation to ensure it is acted upon in the best interest of patients.

6. Confidentiality

6.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination of this Agreement, disclose to any person any technical or commercial know-how, information, documentation, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the other party by such party, its employees, agents, consultants or subcontractors or of any member of the group of companies to which it belongs and any other confidential information concerning its business or its services which the other party may obtain, or create except as permitted by clause 6.2.

6.2 Each party may disclose the other's confidential information:

a. to its employees, officers, representatives, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses confidential information comply with this clause 6; and

b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

6.3 Each party shall not use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

7. Limitation of liability: The Organisation's attention is particularly drawn to this clause

7.1 Nothing in this Agreement shall limit or exclude either party's liability for:

a. death or personal injury caused by its negligence;

b. fraud or fraudulent misrepresentation;

c. breach of confidentiality.

7.2 Subject to clause 7.1, the BOA shall not be liable, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

a. loss of profits;

b. loss of sales or business;

c. loss of future agreements or contracts;

d. loss of anticipated savings;

e. loss of or damage to goodwill;

f. loss of use or corruption of software, data, or information; and

g. any indirect or consequential loss.

7.3 Subject to clause 7.1 and 7.2, the BOA's total liability to the Organisation, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall not exceed the value of the Charges.

8. Data Protection

It is of utmost importance that you read and understand this clause, as well as all of your obligations under the Data Legislation.

8.1 The Organisation and the BOA acknowledge that for the purposes of the Data Legislation, each party is a 'Data Controller'' in respect of any data supplied by the Organisation to the BOA (**Unit Data**) for the purpose of the Review. Both parties are Data Controllers as the BOA

must have discretion as to how it uses the Unit Data for the purpose of conducting the Review

8.2 The BOA shall process the Unit Data only for the purpose of undertaking the Services.

8.3 The BOA shall take all reasonable steps to ensure the reliability of all its employees who have access to the Unit Data.

8.4 The Organisation agrees to indemnify and keep indemnified and defend at its own expense the BOA against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under the relevant Data Legislation (including the establishment of any legal basis under which the BOA is permitted to use the Unit Data and provision of fair processing notices for the same) or as a result of conducting itself in accordance with the instructions or request for Services.

9. Cancellation

9.1 The BOA or the Organisation may cancel this Agreement on providing the other with 30 days' written notice to the other, SAVE THAT:

a. where the Organisation provides notice to cancel this Agreement less than 14 days prior to commencement of the Services or anytime following commencement of the Services, the full Charges shall remain due and payable;

b. where the Organisation provides notice to cancel this Agreement with more than 14 days' notice prior to commencement of the Services the Unit shall be responsible for any bona fide Charges or expenses already incurred or committed to prior to the date of termination.

10. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11. Waiver

11.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

11.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

13. Entire Agreement

13.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

13.2 The Organisation agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. The Organisation agrees that it shall have no claim for innocent or

negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

14. No partnership or agency

14.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

14.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15. Third party rights

No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

16. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

17. Governing law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.