

# **MEMORANDUM OF UNDERSTANDING**

## **BETWEEN**

### **THE SECRETARY OF STATE FOR HEALTH**

#### **And**

### **THE SECRETARY OF STATE FOR JUSTICE**

#### **1. PARTIES**

1.1 The Parties to this Memorandum of Understanding (“MOU”) are:

- (A) THE SECRETARY OF STATE FOR HEALTH of 79 Whitehall, London SW1A 2NS (“the Authority”)
- (B) THE SECRETARY OF STATE FOR JUSTICE of Prisons and Probation Ombudsman’s Office, 3rd Floor, Ashley House, 2 Monck Street, London, SW1P 2BQ (“the Service Provider”)

#### **2. BACKGROUND TO THE MOU**

Each year the Prisons and Probation Ombudsman (PPO) and his staff conduct some 1500 investigations into complaints from prisoners, those under probation supervision and those in immigration detention; and some 200 investigations into deaths in custody. The PPO is developing analytical resources to examine the data and information generated by the fatal incidents investigations to enable general themes and learning to be established and disseminated.

During the last three years Offender Health commissioned work to analyse PPO deaths in custody reports with a health focus to identify recurring themes and ensure these are shared with the NHS commissioners and providers. This work resulted in an extensive database of information which will now be shared with PPO to ensure that the current work is not lost, that analysis is ongoing and that health findings are integrated into policies and practice in custody.

#### **3. PURPOSE OF THE MOU**

- 3.1 The purpose of the MOU is to set out the requirements of the Authority and the Service Provider. An analysis by the PPO of the health aspects of their fatal incident reports will help to further define the role of health information and clinical reviews in PPO

death in custody reports and conversely elucidate PPO recommendations in improving health policies and practice in prisons.

- 3.2 This MOU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the MOU. The Parties enter into the MOU intending to honour all their obligations.

#### **4. COMMENCEMENT AND PERIOD OF OPERATION**

- 4.1 This MOU shall take effect from the date the Parties fix their signatures below and shall continue in force until such time as the MOU is terminated.

#### **5. WHAT THE AUTHORITY WILL DO**

- 5.1 The Authority will provide a copy of the current PPO fatal incidents reports database, for sole use by the Service Provider.
- 5.2 The Authority will provide to the Service Provider support and advice on health care matters to assist them with regular analysis of the health related aspects of the PPO fatal incident reports.
- 5.3 The Authority will arrange for an interdepartmental budgetary transfer of funds to the Service Provider to recruit and employ a Research Officer for a fixed period of 2 years commencing from the date of appointment.
- 5.4 The Authority will meet with the Service Provider as necessary to discuss progress, findings and identify how to share these further with the NHS.

#### **6. WHAT THE SERVICE PROVIDER WILL DO**

- 6.1 The Service Provider will provide resources and analytical support and will employ a Research Officer to collect and analyse health related information collected during PPO fatal incidents investigations.
- 6.2 The Research Officer will maintain the database referred to at 5.1 and analyse information collected during PPO fatal incident investigations (a detailed job description can be found at Annex A).
- 6.3 The Research Officer will be an employee of the Service Provider and therefore subject to their terms and conditions. The Service Provider will have sole management responsibility for the Research Officer until termination of the contract. In the event of the Research Officer leaving the employment of the Service Provider before the end of the 2 year period, it will be the responsibility of the Service Provider to recruit a replacement.
- 6.4 The Service Provider will provide briefings and summaries for dissemination of learning to stakeholder organisations, with particular emphasis on healthcare aspects. The research with health-related themes from fatal incidents reports will be shared with The Authority, who will publish them jointly with the Service Provider.

7. **REVIEW OF THE SERVICE**

7.1 The Parties will keep the operation of the service under regular review at all times.

8. **CONTACT POINTS**

8.1 Both Parties agree to nominate a representative to liaise with the other Party and be the primary point of contact in all matters concerning the operation of the contract. The names and contact details of the representatives are given in Schedule 2

9. **VARIATION**

9.1 This MOU, including the Schedules, may be varied by written agreement between the Parties.

10. **TERMINATION**

10.1 This MOU shall continue in force until the MOU expires by the passage of time or the Parties agree to terminate the MOU.

11. **DISPUTE RESOLUTION**

11.1 If the Parties are unable to agree a matter arising under the terms and clauses of this MOU, such dispute shall be referred to a more senior representative within their organisations to meet solely in order to resolve the matter in dispute. Such meeting(s) shall be minuted and shall be chaired by the Authority (but the chairperson shall not have a casting vote). Such meeting(s) shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question at the discretion of the chairperson.

11.2 If the meeting(s) referred to in 11.1 does not resolve the matter in question 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. Neither Party to the mediation will commence legal proceedings against the other until 30 days after such mediation of the dispute in question has failed to resolve the dispute. The Parties will co-operate with any person appointed as mediator providing him with such information and other assistance as he shall require and will pay his costs, as he shall determine or in the absence of such determination such costs will be shared equally.

12. **CONFIDENTIALITY AND FREEDOM OF INFORMATION**

12.1 There is an obligation under common law to treat personal information held by the Parties as private and confidential because it has been disclosed for a strictly limited purpose.

12.2 Each Party agrees to treat as confidential, and to continue in perpetuity to treat as confidential upon termination of this agreement, information relating to the other Party's technology, technical processes, business affairs, finances, employees or

officers or confidential information relating to other individuals obtained in the course of delivering the MOU.

12.3. The Parties shall co-operate with each other in handling and disposing of requests made to either of them which are the responsibility under the Freedom of Information Act 2000 of the other.

**13. PUBLICITY**

13.1 The Parties shall consult with each other before deciding whether to give any publicity to the matters covered by this MOU.

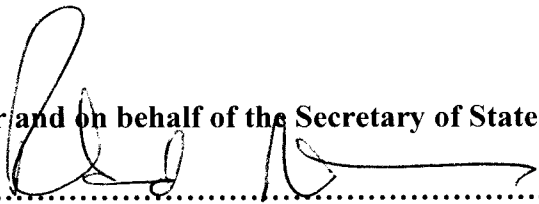
13.2 The Authority shall decide whether to publicise matters for which it has primary responsibility under the MOU. The Service Provider shall decide whether to publicise matters for which it has primary responsibility under the MOU.

**14. INTELLECTUAL PROPERTY RIGHTS**

14.1 The Parties may use each other's logos for the purposes of delivering and promoting the services specified in the MOU provided such use is in line with the owner's guidelines.

14.3 Any other use will need express permission in writing from the owner of the logo or other intellectual property right.

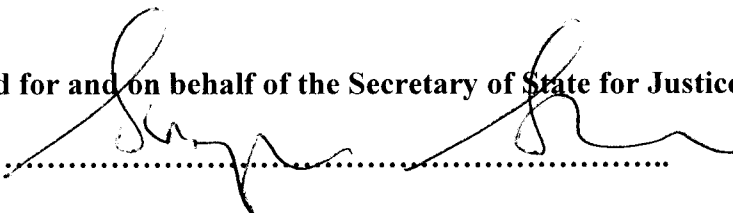
**Signed for and on behalf of the Secretary of State for Health**



.....

**Name**  
**Position**  
**Date**

**Signed for and on behalf of the Secretary of State for Justice**



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**Name**            **Stephen Shaw**  
**Position**        **Prisons and Probation Ombudsman**  
**Date**

## **SCHEDULE 1      SECURITY AND DATA PROTECTION**

1. The Authority is the Data Controller responsible for all personal information it collects for the purposes of the MOU. The Service Provider will act as Data Processor for the Authority under the terms of this MOU.
2. The Service Provider is the Data Controller responsible for all personal information it collects for the purposes of the MOU. The Service Provider will act as Data Processor for the Authority under the terms of this MOU.
3. The Data Processors will act only on instructions from the respective Data Controllers, and will ensure they have mechanisms in place to address the issues of physical security, security awareness and training, security management systems development, site-specific information systems security policy and systems specific security policies.
4. The Data Processors will comply with the obligations imposed on the Data Controllers by the Seventh Data Protection Principle of the Data Protection Act by taking appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
5. Any request from an individual or a third party for access to personal data, or any complaint about the way in which personal data has been processed, will be referred to the respective Data Controller.
6. Any information extracted for statistical, planning, or research purposes can only be used if the identity of the individuals to whom it relates is completely anonymous.

## SCHEDULE 2

## CONTACT POINTS

### For the Authority

Name Mary Piper

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Offender Health  
Room 107 Wellington House  
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### For the Service Provider

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