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Faculty of Occupational Medicine

Agreement for doctors whose prescribed connection is with the Faculty of Occupational Medicine

February 2014

FACULTY OF OCCUPATIONAL MEDICINE

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FACULTY OF OCCUPATIONAL MEDICINE

Revalidation: Agreement for doctors whose prescribed connection is with the Faculty of Occupational Medicine

1. Introduction

1.1 As a Designated Body under the terms of the Medical Profession (Responsible Officers) Regulations 2010 (Regulations), the Faculty of Occupational Medicine (the Faculty) has appointed a Responsible Officer (RO).

1.2 The RO will carry out the legal responsibilities as an RO as set out in the Regulations with regard to those doctors whose prescribed connection is with the Faculty and who are accepted for registration by the Faculty to access its RO.

1.3 Registering for access to the RO places a number of requirements on the registering doctor, which are set out below. Registering doctors are obliged to sign an undertaking (see below: 'Revalidation: Registration for accessing the Faculty of Occupational Medicine Responsible Officer') that they will abide by these requirements and should be aware that failure to comply may be regarded as 'failure to engage' and reported to the General Medical Council (GMC).

1.4 Registering doctors should have a clear understanding as to whether they are employed by another designated body. If they are, their employing body must also have a contract directly with the Faculty before the doctor can register to access the Faculty RO.

2. The process of accessing the Responsible Officer

2.1 Doctors for whom the Faculty is the Designated Body should contact the Head of Professional Standards at: admin@fom.ac.uk stating that the Faculty is their Designated Body and that they wish to register for the RO Service.

2.2 They will receive details of how to register including:

- this document
- registration form **REVALIDATION: REGISTRATION FOR ACCESSING THE FACULTY OF OCCUPATIONAL MEDICINE RESPONSIBLE OFFICER**, included in Appendix 1 of this Agreement
- a letter which covers:
 - advice about the need to make arrangements for annual appraisals which are compliant with revalidation requirements
 - advice about the need to identify a means whereby the doctor can arrange for 360°/patient and colleague feedback once every five years
 - advice about the need to record continuing professional development
 - information about how to access the electronic RO management system prescribed by the Faculty, which will store all information associated with revalidation, namely: appraisals, continuing professional development and patient and colleague feedback
 - specialty specific guidance relating to occupational medicine

2.3 Once the fully completed and signed registration form and correct annual access fee have been received, the Faculty will acknowledge receipt.

2.4 This document and the registration form signed by the doctor and accepted by the Faculty and any other documents referred to in this agreement form the entire agreement between the Faculty and the doctor for the doctor's access to the Faculty's RO (Revalidation Contract). The Revalidation Contract comes into force on the Faculty's acceptance of the doctor for registration.

3. The undertakings of the Faculty of Occupational Medicine

3.1 The Faculty will provide registering doctors with access to the electronic RO management system as prescribed by the Faculty for the recording of all information related to revalidation and will provide ongoing advice on its use as well as answering general enquiries.

3.2 The Faculty RO will assess the suitability of the appraisal system which the doctor proposes to use.

3.3 The Faculty RO will review the uploaded information for each doctor. In the event that the information is not satisfactory, the RO will set out what steps are required, which might include the provision of fuller information, or remediation or other measures. For these purposes, failing to upload satisfactory information may include without limitation (a) failing to upload sufficient or accurate information, and/or (b) uploading information which raises conduct or performance concerns.

3.4 In the event of concerns being raised about the doctor, the Faculty RO will instigate an investigation and may refer the matter on to the GMC.

3.5 Once every five years, the Faculty RO will make a recommendation to the GMC concerning the doctor's suitability for revalidation.

3.6 The Faculty will take all reasonable steps to ensure that personal information is held securely. All information disclosed as part of appraisal and revalidation of the doctor is personal data or sensitive personal data and will be used by the RO and the Faculty only for purposes related to revalidation and the responsible officer process in connection with the doctor. Such data may be shared or discussed with the Faculty RO, with the doctor's appraiser, appraisal provider, manager or employer, with any person appointing the doctor to provide medical services, with the GMC and with any other relevant authorities as necessary to provide the RO services to the doctor or as required to comply with the Faculty RO's duties to the GMC or other competent regulator or as required by law.

3.7 In the event of the doctor's prescribed connection changing from the Faculty to a different designated body, the Faculty RO will transfer all relevant information to the RO of the new designated body and inform the GMC accordingly.

3.8 In the event of the doctor retiring or otherwise ceasing their intention to maintain a licence to practise, and thereby their need for revalidation, their access to the Faculty RO will cease. In such cases, personal data will be retained until the end of the doctor's current revalidation period or the expiry of five years, whichever is sooner from the date of the doctor being notified that their access to the Faculty RO has ceased.

3.9 The Faculty will support doctors accessing the Faculty RO by providing written guidance and telephone advice on how to upload information and signposting to further information as required. The doctor accessing the Faculty RO is invited to provide comments on the Faculty RO service and, should the need arise, may avail him/herself of the Faculty's complaints procedure.

3.10 The doctor should be aware that, although the recommendation is made by the Faculty RO, the decision on revalidation is made by the GMC and any appeal against a revalidation decision should be made to the GMC.

4 The requirements of doctors accessing the RO

4.1 Doctors accessing the RO should be aware of the relevant Regulations and guidance (see 'further reading' in the letter referred to in 2.2 above).

4.2 Having registered to access the Faculty RO, the doctor must pay the required access annual fee and sign an undertaking to comply with the requirements as set out in this document and other related documents issued from time to time by the Faculty.

4.3 In particular (but not exclusively) the doctor must:

- 4.3.1 declare that their prescribed connection under the Medical Profession (Responsible Officer) Regulations 2010 is with the Faculty of Occupational Medicine
- 4.3.2 undergo annual appraisals in an appraisal system, and by an appraiser, which is approved by the Faculty RO
- 4.3.3 participate in a system approved by the Faculty RO of 360°/patient and colleague feedback once every five years
- 4.3.4 record continuing professional development on the Faculty's CPD system and ensure that, over a five year cycle, an average of 50 hours per year is validly recorded. This should be recorded electronically in the Faculty system.
- 4.3.5 in accordance with advice to be received from the Faculty, upload on to the electronic RO management system as prescribed by the Faculty for the recording of all information related to revalidation all the required information about his/her appraisal including the name of his/her appraiser and the date of the appraisal, annual appraisal summaries and all supporting evidence, the record of continuing professional development and, once every five years, 360°/patient and colleague feedback
- 4.3.6 supply any further information that may be required by the Faculty RO and in the format as required by the Faculty RO in a timely manner (including the doctor's scope of practice)
- 4.3.7 inform the Faculty RO promptly of any incidents or complaints about his/her own practice
- 4.3.8 comply with any requirements, procedures and timescales made by the Faculty RO for extra appraisals, investigation, remediation or any other measures
- 4.3.9 pay for all costs concerned with extra appraisals, investigation, remediation or any other measure required by the Faculty RO, unless the doctor is employed by a designated body which is contracting with the Faculty, and where that designated body has agreed to pay for such costs, in which case payment will not be the responsibility of the individual doctor.

- 4.3.10 undertake not to withhold any information from the Faculty RO relevant to the revalidation process, since such withholding would be regarded as a serious matter
 - 4.3.11 provide such information requested by the Faculty RO as is necessary to enable the Faculty RO to monitor the doctor's compliance with conditions imposed by or undertakings agreed with the GMC
 - 4.3.12 comply with Good Medical Practice
 - 4.3.13 pay the required fees and other costs, including a fee for the Faculty RO to review an appraisal system which has not already been agreed by the Faculty as compliant
 - 4.3.14 inform promptly the Faculty RO and the GMC if his/her employment and/or his/her prescribed connection changes
 - 4.3.15 if moving into a new prescribed connection, provide details of his/her new RO and consent to the transfer of information to the new RO
 - 4.3.16 maintain membership subscriptions to the Faculty of Occupational Medicine in order to maintain the prescribed connection
- 4.4 If there is any breach to this agreement or failure to comply with the RO's requirements the RO may report this to the GMC.
- 4.5 The doctor acknowledges that his/her personal data or sensitive personal data will be disclosed as part of his appraisal and revalidation. The doctor consents that such data may be:
- 4.5.1 used by the Faculty RO and the Faculty only for purposes related to his/her revalidation and the responsible officer process in connection with that
 - 4.5.2 shared or discussed with the Faculty RO, with his/her appraiser, appraisal provider, manager of employer, with any person appointing the doctor to provide medical services, with the GMC and any other relevant authorities as necessary to provide the Faculty RO services to the doctor or as required to comply with the Faculty RO's duties to the GMC or other competent regulator or as required by law
 - 4.5.3 (where the doctor's prescribed connection changes from the Faculty to a different designated body) transferred to the RO of the new designated body.

5 Fees (as at 1 April 2014)

The fees set out in Appendix 2 will apply to doctors accessing the Faculty RO.

6 Termination

6.1 The Faculty will cease to provide access to the Faculty RO and immediately terminate the Revalidation Contract if:

- information is received that the doctor's circumstances have changed which means that the doctor's prescribed connection is no longer with the Faculty

- the doctor's employer (who has a contract with the Faculty for RO services) fails to comply with any requirements of the Faculty RO in connection with the doctor AND the Faculty terminates the RO service for the doctor under that employer's contract
 - the doctor's employer's contract with the Faculty for RO services is terminated for any reason.
- 6.2 Personal data in relation to a doctor will be retained until the end of the doctor's current revalidation period or the expiry of five years, whichever is sooner from the date of the Revalidation Contract terminating in accordance with this Clause 6.
- 6.3 On termination of this contract the doctor shall not be entitled to a refund of any Fees or Additional Fees (or part thereof) paid prior to the date of termination.

7 Limitation of Liability

- 7.1 This Clause 7 sets out the entire financial liability of the Faculty (including any liability for the acts or omissions of its employees, agents and subcontractors) to the doctor in respect of:
- 7.1.1 contract, tort (including negligence), breach of statutory duty, misrepresentation or restitution arising in connection with the performance contemplated performance, or non performance of the Revalidation Contract;
 - 7.1.2 any use made by the doctor of the RO services; and
 - 7.1.3 otherwise in connection with the performance, contemplated performance or non performance of the Revalidation Contract.
- 7.2 The Faculty shall not exclude or limit its liability to the doctor in respect of death or personal injury resulting from negligence; or fraud or fraudulent misrepresentation; or any other circumstances where liability may not be excluded or limited under any applicable law.
- 7.3 Without prejudice to Clause 7.2 and subject to Clause 7.4, the Faculty's total aggregate liability to the doctor arising in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance, contemplated performance or non performance of this agreement shall be limited to, in respect of all claims made by the doctor in any consecutive 12 months period, the equivalent of:
- 7.3.1 where the doctor's employer has a contract with the Faculty for RO services, the aggregate of the total fees paid to the Faculty by the doctor's employer under that contract in respect of the doctor ; or
 - 7.3.2 where the doctor's employer does not have a contract with the Faculty for RO services, the total fees paid to the Faculty by the doctor under this Revalidation Contract.
- 7.4 Subject to Clause 7.2 the Faculty shall not be liable to the doctor for:
- 7.4.1 any special, indirect or consequential damage or losses, including but not limited to: loss of profit, loss of goodwill, loss of revenue, loss of business, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information; and/or

- 7.4.2 any losses arising from delays in the revalidation process beyond the reasonable control of the Faculty.
- 7.5 The doctor shall indemnify and keep the Faculty indemnified against all losses, liabilities, damages, costs (including reasonable legal costs), damage and expenses of any nature that the Faculty incurs or suffers as a result of:
- 7.5.1 any act or omission of the doctor under or in connection with the Revalidation Contract.
- 7.6 Each Party shall maintain membership of the Medical Defence Union, the Medical Protection Society Limited or the Medical and Dental Defence Union of Scotland Limited or shall maintain in force, with a reputable insurance company, professional indemnity insurance, as the case may be, and shall, at the other's request, produce the insurance or membership certificate giving details of the cover and the receipt of the current year's premium.
- 7.7 This Clause 7 shall survive expiry or termination or expiry of this Agreement for any reason.

8 General

8.1 The Faculty may vary any term of the Revalidation Contract as necessary to comply with changes in the responsibilities of a RO made as a result of a change of law or policy or requirements of the GMC or an account of any other relevant factor.

8.2 A person who is not a party to this Revalidation Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (as modified or re-enacted) to enforce any of its terms.

8.3 If a notice has to be given under this Revalidation Contract to the doctor, it must be sent by first class recorded delivery post to the doctor at his/her address notified to the Faculty and will be regarded as received within two days of posting or by email to the doctor at the email address of which he/she has notified the Faculty in which case it will be regarded as received upon return email to the Faculty confirming receipt of the email.

8.4 This Revalidation Contract shall be governed by, and construed in accordance with, the laws of England. The doctor and the Faculty irrevocably submit to the exclusive jurisdiction of the Courts of England to settle any dispute or claim which arises out of this Revalidation Contract.

APPENDIX 1

REVALIDATION: REGISTRATION FOR ACCESSING THE FACULTY OF OCCUPATIONAL MEDICINE RESPONSIBLE OFFICER

Name

DoB

GMC number

Address

Current main employment/occupation

Business address

I hereby register to access the Faculty of Occupational Medicine Responsible Officer (RO), subject to the terms and conditions set out in Revalidation: Agreement for doctors whose prescribed connection is with the Faculty of Occupational Medicine.

I confirm that the Faculty of Occupational Medicine is my Designated Body under the terms of the Medical Profession (Responsible Officers) Regulations 2010.

I undertake to:

- undergo annual appraisals in an appraisal system, and by an appraiser, which are approved by the Faculty RO
- participate in a system approved by the Faculty RO of 360°/patient and colleague feedback once every five years
- record continuing professional development on the Faculty's CPD system and ensure that, over a five year cycle, an average of 50 hours per year is validly recorded; and record this electronically in the Faculty system
- upload on to the Faculty's electronic RO management system all the required information about my appraisal including the date of the appraisal, annual appraisal summaries and all supporting evidence including the Faculty Strengthened Medical Appraisal - Appraisee Clinical Governance Questions, the record of continuing professional development and, once every five years, 360°/patient and colleague feedback and evidence of a quality improvement activity
- supply any further information that may be required by the Faculty RO and in the format as required by the Faculty RO in a timely manner (including on my scope of practice)

- inform the Faculty RO promptly of any incidents or complaints about my own practice
- comply with any requirements, procedures and timescales made by the Faculty RO for extra appraisals, investigation, remediation or any other measure
- pay for all costs concerned with extra appraisals, investigation remediation or any other measures required by the Faculty RO (unless I am employed by a Designated Body which is contracting with the Faculty of Occupational Medicine, and that designated body has agreed to pay for such costs, in which case payment will not be my responsibility)
- undertake not to withhold any information from the Faculty RO relevant to the revalidation process since such withholding could be regarded as a serious matter
- provide such information requested by the Faculty RO as is necessary to enable the Faculty RO to monitor my compliance with conditions imposed by or undertakings agreed with the GMC
- comply with Good Medical Practice
- pay the required fees and other costs, including a fee for the Faculty RO to review an appraisal system, if it has not already been agreed by the Faculty as compliant
- inform promptly the Faculty RO and the GMC if my employment and/or my prescribed connection changes
- if moving into a new prescribed connection, provide details of my new RO and consent to the transfer of personal data to the new RO.

Personal Data

I acknowledge that personal data or sensitive personal data of mine will be disclosed as part of my appraisal and revalidation.

I consent that such data may be:

- used by the Faculty RO and the Faculty only for purposes related to my revalidation and the responsible officer process in connection with that
- shared or discussed with Faculty RO, with my appraiser, appraisal provider, manager or employer, with any person appointing me to provide medical services, with the GMC and any other relevant authorities as necessary to provide the Faculty RO service to me or as required to comply with the Faculty RO's duties to the GMC or other competent regulator or as required by law.
- (where any prescribed connection changes from the Faculty to a different designated body) transferred to the RO of the new designated body

I understand that failure to comply with the requirements of the Faculty of Occupational Medicine Responsible Officer may be regarded as failure to engage and reported to the General Medical Council.

- I enclose the required fee as per invoice and
- I have completed the direct debit information as set out in the accompanying letter for future years subscriptions*, or
- My employer is a designated body contracting with the Faculty for RO services and will be paying this fee directly to the Faculty []*

**Please tick as appropriate*

Signed

Date

This form should be signed and returned to:

The Head of Professional Standards
Faculty of Occupational Medicine
3rd Floor
New Derwent House
69-73 Theobalds Road
London WC1X 8TA

For office use

Acknowledgment sent on (date):

Signed

Name

APPENDIX 2

COSTS

Fees 1 April 2014 – 31 March 2015

- The annual Fee to access the Faculty RO is pro rata when the doctor is assigned to the Faculty RO part way through the year. The exact amount to be paid is outlined in the accompanying invoice. The annual fee to access the Faculty RO can be found on the Faculty website at: <http://www.fom.ac.uk/about-us/fees>
- Fee for reviewing an appraisal system which the doctor is proposing (if not using an appraisal system already approved by the Faculty) as described below: initial fee of £500 plus VAT for the preliminary review. Any further work entailed for the Faculty will be charged for on an hourly basis and the doctor will be notified in advance.*
- Additional Fees for extra appraisals, investigation, remediation or other measures as described below: costs on a case by case basis.*

* Where the doctor is employed by a designated body which has a contract in force with the Faculty for the provision of Faculty RO services these fees will be paid on behalf of the doctor by the designated body in accordance with its contract with the Faculty.

All Fees and Additional Fees are exclusive of VAT which if applicable will be charged in addition.

The fee year runs from 1 April to 31 March. Fees are reviewed, and may be increased, by the Board of the Faculty annually with effect from 1st April.

Additional Fees

Additional fees may include:

1. Any additional expenses, covering the time, travel and subsistence of the RO which are incurred necessarily in the course of the RO carrying out his/her duties and in accordance with the Faculty's standard expenses policy.
2. Costs of reviewing appraisal systems as described above.
3. Extra appraisals and/or investigation and/or remediation. Whilst every effort will be made to avoid unnecessary costs, additional costs will arise in the cases of doctors being required by the RO to undergo extra appraisals and/or investigation and/or remediation or any other measure and the RO has a legal duty to ensure that these measures are undertaken where necessary. These interventions will inevitably entail some expenditure on the part of the doctor.

Where this involves a visit by the RO this will be charged at the rate of £1,000 plus VAT per day plus travel and subsistence.

If complex or serious problems arise in the case of any doctor, the required measures might include for instance extra training, or the introduction of a clinical supervisor, or a detailed and lengthy programme of support supplied by a third party and could result in the doctor being unable to work for a period. In such cases the costs could be considerable.

The doctor will be responsible for all such costs and any associated loss of income and any other additional expenses. Before any programme of remediation is embarked upon or such expenses incurred, this will be discussed with the doctor and an estimate of cost together with the timing of invoices will be given. The next stage will commence only after the doctor has agreed to pay the costs.

Payment

1. Payment of the fees shall be made to the Faculty annually in advance on receipt of an invoice. The Faculty will invoice the doctor prior to 1 April in each year. Payment of the Additional Fees shall be made to the Faculty on receipt of invoice(s) at the times notified to the doctor.
2. The doctor shall settle the Faculty's invoices within 30 days of receipt in cleared funds to the bank account nominated in writing by the Faculty.
3. If the doctor disputes any invoice or other request for payment, the doctor shall immediately notify the Faculty in writing. The Parties shall negotiate in good faith to attempt to resolve the dispute promptly. If the Parties fail to resolve the dispute within 30 days of it arising, then the dispute shall be referred to an independent third party agreed by the parties. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in paragraph 2 above.
4. All payments payable to the Faculty under this Revalidation Contract shall become due immediately on its termination or expiry. This is without prejudice to any right to claim for interest under the law or under this Agreement.