



Revalidation Support Team

---

# Sample Agreement for External Responsible Officer Services

Version 1.0  
May 2012

[www.revalidationsupport.nhs.uk](http://www.revalidationsupport.nhs.uk)

## 1. Introduction

This document contains a sample agreement which designated bodies in England seeking to appoint a responsible officer from outside their own organisation may wish to consider adapting for their own purposes.

A designated body may wish to appoint an external responsible officer under the following circumstances:

- a) Where there are such small numbers of doctors within the designated body that by virtue of line management and/or other working arrangements it would be difficult to avoid general conflicts of interest or appearance of bias.
- b) Where there is a conflict of interest or appearance of bias between the main responsible officer and one of the doctors requiring the appointment of a second responsible officer.
- c) Where a designated body wishes to outsource the expertise required.

## 2. About the Sample Agreement

The sample agreement provides a framework for the delivery of external responsible officer services between two parties. For simplification, the designated body that wishes to appoint an external responsible officer is termed “the Customer”. The designated body or other organisation that wishes to provide the services of a responsible officer is termed “the Service Provider”.

It is important to note that this template follows a standard NHS format for service agreements. It is not a legal contract, but the format is generally accepted by NHS organisations for provision of managerial, clinical or other services. It will need to be altered to your requirements. You may wish to seek legal advice to ensure it adequately meets your needs.

There are three sections which collectively form the sample agreement.

**Memorandum of Understanding (MoU):** this sets out the general terms and conditions for the Agreement, and defines who will represent the Customer and the Service Provider in the management of the Agreement.

**Service Level Agreement (SLA):** this sets out high level principles as regards the delivery of the service (including timelines, key performance indicators, monitoring arrangements) and details the financial/payment arrangements, and defines who will be the first point of contact for the Customer and for the Service Provider in the everyday work to deliver the service.

**Service Specification:** this comprises the details of the service, including the requirements of the Service Provider, the responsible officer, the Customer, monitoring

arrangements, key performance indicators. It comprises all of the statutory obligations placed upon responsible officers as set out in the *Medical Profession (Responsible Officer) Regulations 2010*. The template also provides some suggestions for some additional activities that the Customer may wish the responsible officer to provide as part of the service.

### **3. How to Use the Sample Agreement**

To use the sample agreement, you will need to insert information or decide to delete or amend all the areas highlighted in yellow [within square brackets].

In using the sample agreement it is advisable to remove these pages of user notes and utilise the header / footer functionality to record page numbers, dates, version numbers and document owners. You may also wish to insert your own logo.

**MEMORANDUM OF UNDERSTANDING:  
PROVISION OF EXTERNAL RESPONSIBLE OFFICER SERVICES**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**[INSERT THE NAME OF “THE CUSTOMER”]**

**&**

**[INSERT THE NAME OF “THE SERVICE PROVIDER”]**

**1. DEFINITIONS**

1.1 The Parties to this Memorandum of Understanding (“*the MoU*”) are:

**[Insert full name and postal address of “the Customer”]** (hereafter referred to as “*the Customer*”); and

**[Insert full name and postal address of “the Service Provider”]** (hereafter referred to as “*the Service Provider*”)

The Customer and the Service Provider being together referred to as “*the Parties*”.

1.2 The Service Level Agreement (“*the SLA*”) forms Appendix 1, and the Service Specification forms Appendix 2, to this MoU.

1.3 This MoU together with the SLA and Specification are the documents which collectively form “*the Agreement*”.

1.4 The period between the dates set out at clause 4.1 below is “*the Agreement Period*”.

1.5 The Agreement is based on the statutory requirements described in the *Medical Profession (Responsible Officer) Regulations 2010* (hereafter referred to as “*the Regulations*”)

1.6 These definitions apply to all parts of this Agreement.

## **2. BACKGROUND TO THE AGREEMENT**

- 2.1 This Agreement has been put in place to provide a framework for the provision of external responsible officer services as defined in the Regulations, to the Customer, by the Service Provider.

## **3. PURPOSE OF THE AGREEMENT**

- 3.1 The purpose of the Agreement is to confirm the allocation of responsibilities and the key deliverables for the delivery of the external responsible officer services and the responsibilities of the Customer.
- 3.2 This Agreement is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the Agreement. The Parties enter into the Agreement intending to honour all their obligations.

## **4. AGREEMENT PERIOD**

- 4.1 This Agreement shall take effect from the date the Parties fix their signatures below and shall continue in force until such time as the Agreement is terminated or until [insert completion date as appropriate], whichever is soonest.

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

- 5.1 The Customer will provide the funding and support as detailed in the SLA.

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

- 6.1 The Service Provider will be responsible for delivering the service as defined in the SLA and in the Service Specification.

## **7. REVIEW OF THE SERVICE**

- 7.1 The Parties will keep the operation of the external responsible officer services under regular review.

## **8. REPRESENTATIVES**

- 8.1 The Parties agree to each nominate a representative to liaise with the other Party. Both representatives are authorised to act on behalf of the Parties on all matters relating to the management and financial control of this Agreement. The names and contact details of the representatives are given in section 14 of this MoU.
- 8.2 In the event of any named individuals being replaced, their successor will assume responsibility under this Agreement.

## **9. VARIATION**

- 9.1 Any proposal by any Party to add, modify or remove any part of this Agreement must be agreed in writing.

## **10. TERMINATION**

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

## **11. DISPUTE RESOLUTION**

- 11.1 If the representatives are unable to agree a matter arising under the terms and clauses of this Agreement, such dispute shall be referred to a more senior representative within each organisation who shall meet solely in order to resolve the matter in dispute. Such meeting(s) shall be chaired by the Customer and minuted but the chairperson shall not have a casting vote. These meeting(s) (including a meeting conducted over the telephone) shall be conducted in such manner as to promote a consensual resolution of the dispute in question at the discretion of the chairperson.
- 11.2 If the meetings referred to in clause 11.1 do not resolve the dispute 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. The Parties will co-operate fully with any person appointed as mediator.

## **12. CONFIDENTIALITY AND FREEDOM OF INFORMATION**

- 12.1 There is an obligation under the Data Protection Act to treat personal information held by the Parties as private and confidential. All information disclosed as part of appraisal and revalidation is personal and as such should not be used, shared or discussed for other purposes.
- 12.2 [Schedule 1 describes the security and data protection principles underpinning this Agreement]
- 12.3 Each party agrees to treat as confidential all information gained during the exercise of this Agreement.
- 12.4 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 Agreement.

**14. AGREEMENT**

**Signed for and on behalf of the Customer – [insert name of Customer organisation]**

.....

**Name:**

**Position:**

**Date:**

**Customer representative:**

- Name: [Insert name of the Customer’s representative]
- Role: [Insert the role title the Customer’s representative holds within the organisation]
- Telephone number: [Insert the telephone number of the Customer’s representative]
- Email address: [Insert the email address of the Customer’s representative]

**Signed for and on behalf of the Service Provider – [insert name of Service Provider / Service Provider organisation]**

.....

**Name:**

**Position:**

**Date:**

**Service Provider representative:**

- Name: [Insert name of the Service Provider’s representative]
- Role: [Insert the role title the Service Provider’s representative holds within the organisation]
- Telephone number: [Insert the telephone number of the Service Provider’s representative]
- Email address: [Insert the email address of the Service Provider’s representative]

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

[This section may need to be altered depending on the specific circumstances]

1. The Customer is the Data Controller responsible for all personal information it collects for the purposes of this Agreement. The Service Provider will act as Data Processor for the Customer under the terms of this Agreement.
2. The Service Provider is the Data Controller responsible for all personal information it collects for the purposes of this Agreement. The Service Provider will act as Data Processor for the Customer under the terms of this Agreement.
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.



## **APPENDIX 1: SERVICE LEVEL AGREEMENT: EXTERNAL RESPONSIBLE OFFICER SERVICES**

### **1. STATUS AND PURPOSE OF THIS AGREEMENT**

- 1.1 This Service Level Agreement (SLA) forms part of the Agreement between the Customer and the Service Provider along with the corresponding Service Specification (which forms appendix 2).

### **2. SUMMARY**

- 2.1 In summary, this Agreement provides that:

- a) The Customer will provide funding to the Service Provider to support the provision of the external responsible officer services as detailed in the Service Specification.
- b) The Service Provider will be responsible for delivering the external responsible officer services as detailed out in the Service Specification.

### **3 FINANCIAL ARRANGEMENTS**

- 3.1 The Customer will provide [insert the sum of funding being provided for the external responsible officer services] funding to the Service Provider in to support the delivery of the Service Specification. There will be no expectation that additional funding will be made available.

### **4. AGREEMENT PERIOD**

- 4.1 This Agreement will take effect on the date that the MoU is signed and will continue until [insert the completion date].

### **5. ACCOUNTABILITY OF THE SERVICE PROVIDER**

- 5.1 The Service Provider will be accountable for provision of the external responsible officer services to the Customer's representative (whose details are provided in the MoU).

## **6. LIAISON AND ADMINISTRATIVE ARRANGEMENTS**

- 6.1 The first points of contact for this Agreement will be the representatives, as named in section 14 of the MoU.

## **7. THE SERVICE PROVIDER'S WORK PROGRAMME**

- 7.1 Service provision: the Service Provider undertakes to provide the external responsible officer services in accordance with the Specification.
- 7.2 Timelines: the Service Provider acknowledges the timelines in the Specification and undertakes to manage delivery to those timelines. Any change to timelines must be agreed with the Customer.
- 7.3 Key performance indicators: the Service Provider undertakes to meet the key performance indicators as set out in the Service Specification (Appendix 2)
- 7.4 Monitoring: the Parties undertake to attend meetings at the nominated review points as set out in the Service Specification (Appendix 2) to enable progress to be monitored. The Service Provider undertakes to manage risks to delivery and escalate as required to the Customer for support in resolution.

## **8. PAYMENT**

- 8.1 The Customer will make payments to the Service Provider as follows after this Agreement is signed.

[Insert details of payments that the Customer will make to the Service Provider]

- 8.2 Payment shall be made to the Service Provider on receipt of an invoice. Invoices should be addressed to: [Insert person to whom invoices are to be provided, and their address and telephone number]

- 8.3 Expenses incurred by the Service Provider in discharging its responsibilities as set out in this Agreement will be paid in accordance with the Customer's guidelines. Overnight stays will need to be authorised by the Customer's representative in advance [delete or amend this clause as appropriate].

## **9. UNLAWFUL DISCRIMINATION**

- 9.1 In fulfilling the terms of this Agreement no party to the Agreement will discriminate unlawfully within the meaning and scope of any law, enactment, order, regulation or other similar instrument relating to discrimination (whether in relation to race, gender, disability, age, sexual orientation, religion or otherwise) in employment, or the provision of services by contractors.

## **10. ASSETS**

- 10.1 It is not envisaged that any equipment or other tangible property will be purchased in connection with the delivery of the external responsible officer services or that there will be any capital assets purchased in the course of this Agreement.

## **11. SUPPORT FROM THE CUSTOMER**

- 11.1 The Service Provider will manage and operate its processes and governance arrangements in a way which assures the Customer that:
- a) all relevant parties are engaged and signed up to proposed courses of action;
  - b) clear communication links are maintained between the Parties.
- 11.2 Day-to-day requests for information, and other joint working between the Parties will be managed directly by individual Service Provider and Customer staff concerned.

## **APPENDIX 2: SERVICE SPECIFICATION: EXTERNAL RESPONSIBLE OFFICER SERVICES**

### **1. STATUS AND PURPOSE OF THIS SERVICE SPECIFICATION**

- 1.1 This Service Specification forms part of the Agreement between the Customer and the Service Provider along with the corresponding Service Level Agreement (which forms appendix 1).

### **2. BACKGROUND**

- 2.1 The Customer is entering into this Agreement for the provision of external responsible officer services in order that the Service Provider fulfils the role of responsible officer as described in the Regulations and any additional requirements as set out in this Service Specification.

### **3. THE REQUIREMENTS OF THE SERVICE PROVIDER**

- 3.1 The Service Provider will fulfil the role of the responsible officer in relation to the following doctors:

[insert a definition of the doctors for whom the Service Provider will fulfil the role of responsible officer, making it clear if this is some or all of the doctors that have a prescribed connection with the Customer.]

- 3.2 Under this Agreement, from the date at which this MoU is signed, the role of the responsible officer is fulfilled by: [insert title(s), full name, qualifications, postal address and GMC number of the appointed responsible officer]. Changes to the responsible officer can only be made by variation of this Agreement, in compliance with clause 9 of the MoU.

- 3.3 The Service Provider will ensure that:

- a) the responsible officer satisfies and will continue to satisfy all of the qualifying conditions described in the Regulations;
- b) the responsible officer has, at the date of signing this MoU, no conflict of interest or appearance of bias with any of the doctors identified in 3.1 above. Should this situation change, the Service Provider will notify the Customer immediately;
- c) the responsible officer has the capacity [and sufficient administrative support] to carry out their responsibilities under the Regulations
- d) no conflict of interest is likely to arise as a result of the responsible officer performing these duties for more than one designated body;
- e) the responsible officer informs the Customer in a timely manner of any concerns raised about himself / herself throughout the Agreement Period;
- f) [the responsible officer has, at [insert the date that the SLA is signed], provided evidence that his/her professional indemnity cover takes account of his/her role as responsible officer].

- 3.4 [The Service Provider is expected to meet all secretarial / administrative needs in order to deliver the requirements of the Service Provider (clause 3) and the requirements of the Responsible Officer (clause 4 below).]

#### **4. THE REQUIREMENTS OF THE RESPONSIBLE OFFICER**

In relation to those doctors defined in clause 3.1 above, the responsible officer will work closely with the Customer to:

- 4.1 Ensure that appropriate and accurate records are kept by:
- a) Establishing and maintaining appropriate records for all doctors in a format agreed with the Customer.
  - b) Ensuring information governance and information sharing principles and protocols are adhered to
  - c) Ensuring that the Customer is informed when a doctor no longer has a prescribed connection with the Customer and if requested, references and any other relevant information are provided.
- 4.2 Monitor conduct and performance by:
- a) Reviewing regularly the general performance and quality information held by the Customer on the doctors defined in clause 3.1 above, including:
    - i) routine performance data, quality indicators;
    - ii) complaints;
    - iii) significant events or significant untoward incidents (SUIs);
    - iv) audit; and
    - v) clinical indicators relating to outcomes for patients.
  - b) Identifying any issues arising from that information, such as variations in individual performance;
  - c) Ensuring relevant information relating to all the doctor's roles is available for monitoring fitness to practise and appraisal;
  - d) Maintaining records of all fitness to practise evaluations, including appraisals, investigations and assessments;
  - e) Establishing and maintaining a system for tracking completion of structured patient and colleague feedback exercise by doctors in compliance with GMC requirements; and
  - f) Ensuring that the Customer takes steps to address any conduct or performance issues.
- 4.3 In relation to appraisal:
- a) [If the appraisal system is being provided by the Service Provider as part of this Agreement, the specification for the appraisal service will need to be described – for example the requirements of the Regulations, ORSA and the GMC guidance]
  - b) Working closely with the Customer to ensure that the appraisal system in the designated body complies with national guidance and requirements;
  - c) Ensuring that doctors undertake annual appraisals;

- d) [Establishing a system to ensure all doctors have access to structured feedback from patients and colleagues in compliance with GMC criteria]; and
- e) Ensuring that appraisals take account of relevant information relating to all the roles the doctor performs for the designated body, and for any other bodies.

4.4 Respond to concerns by:

- a) Responding appropriately when variation in individual practice is identified;
- b) Taking any steps necessary to protect patients;
- c) Establishing procedures to investigate concerns about the conduct, performance or fitness to practise of a doctor [in compliance with the Customer's existing policies / *Maintaining High Professional Standards in the Modern NHS* / NCAS guidance / Performers List regulations], liaising as appropriate with human resources colleagues, GMC employer liaison advisors, NCAS advisors, royal college advisors, and other relevant individuals
- d) Initiating investigations with appropriately qualified investigators and ensuring that all relevant information is considered;
- e) Recommending to the Customer where appropriate that the doctor should be suspended or have conditions or restrictions placed on their practice;
- f) Ensuring that appropriate measures are taken to address concerns [in compliance with the Customer's existing policies / *Maintaining High Professional Standards in the Modern NHS* / NCAS guidance / Performers List regulations], which include but are not limited to:
  - i) requiring the doctor to undergo training or retraining;
  - ii) offering rehabilitation services;
  - iii) providing opportunities to increase the doctor's work experience; and
  - iv) addressing any systemic issues within the designated body which may contribute to the concerns identified.
- g) Ensuring that any necessary further monitoring of the doctor's conduct, performance or fitness to practise is carried out;
- h) Ensuring that a doctor who is subject to these procedures is kept informed about progress and that the doctor's comments are sought and taken into account where appropriate; and
- i) Maintaining accurate records of all steps taken in responding to concerns.

4.5 Ensure that appropriate contracts of employment or contracts for the provision of services are in place by:

- a) Ensuring that doctors have qualifications and experience appropriate for the work to be performed;
- b) Ensuring that appropriate references are obtained and checked;
- c) Taking any steps necessary to verify the identity of doctors; and
- d) Maintaining accurate records of all steps taken in undertaking such pre-employment / pre-contract checks.

4.6 Communicate appropriately with the GMC by:

- a) Co-operating with the GMC to enable it to carry out its responsibilities;
  - b) Making recommendations to the GMC about doctors' fitness to practise taking all relevant information into account;
  - c) Where appropriate, referring concerns about the doctor to the GMC; and
  - d) Monitoring a doctor's compliance with conditions imposed by or undertakings agreed with the GMC.
- 4.7. Provide other, general responsibilities as reasonably required, which include but are not limited to:
- a) Governance responsibilities:
    - i) [Insert any governance responsibilities required by the Customer e.g. attendance at Customer board or other governance meetings; review of relevant organisational policies to ensure they are compliant with statutory obligations; other governance compliance work].
  - b) Reporting responsibilities:
    - i) The provision of information and reports as required to enable the Customer to fulfil the obligations set out in the Regulations or as the Customer reasonably requires, which include but are not limited to organisational readiness self-assessment (ORSA) reports and associated action plans, reports for external governance or quality assurance reviews, reports for internal audit or quality assurance activities.
  - c) Participation in corporate activities which include but are not limited to:
    - i) Identifying and addressing training and development needs (commissioning training where necessary) for clinical, managerial and other relevant staff (including board members) to improve understanding of revalidation and the supporting systems within the designated body.
    - ii) Informing, and where necessary participating in, human resources processes as appropriate to enable the Customer and the responsible officer to discharge their statutory obligations.
    - iii) Undertaking appropriate quality assurance as required by the Customer, the strategic health authority responsible officer and the GMC.
    - iv) Ensuring the designated body has sufficient trained appraisers.
    - v) Ensuring the designated body has access to appropriately qualified investigators.
  - d) Engagement and support:
    - i) Responsible officer network activities – regular engagement in regional responsible officer support networks, training and other activities.
    - ii) Training and other personal development activities – to maintain fitness to practise in the role of responsible officer.
  - e) Time commitment:
    - i) It is anticipated that the time commitment for this role will amount to [insert number of sessions, hours, days, PAs]

- ii) The responsible officer is required to be based in the designated body [on the following days / with the following frequency]

## 5. THE REQUIREMENTS OF THE CUSTOMER

- 5.1 As set out at regulation 14 of the Regulations, a statutory requirement is placed upon the Customer to provide the Service Provider with sufficient funds and resources necessary to enable the responsible officer to discharge their responsibilities under the Regulations.
- 5.2 [Where clause (3) of regulation 14 of the Regulations applies to the Customer's statutory obligations as a designated body, the Customer and not the responsible officer shall be responsible for obtaining from such doctors sufficient funds necessary to enable the responsible officer to discharge his/her responsibilities under regulation 11 of the Regulations.]
- 5.3 The Customer must, at all times, be fully co-operative with doctors preparing for their appraisal and facilitate the gathering of information that the doctor requires. The Customer has the responsibility to provide certain information to the doctor for the purposes of appraisal and revalidation, specifically those described in clause 4.2 of this Service Specification.

## 6. PROCESSES AND RESPONSIBILITIES

- 6.1 The Customer will support the Service Provider to deliver the Service Specification. This will include:
  - a) Appointing a Customer representative and to liaise with / report to the Service Provider's representative;
  - b) Providing the agreed financial resources;
  - c) Organising and participating in monthly [or insert alternative frequency] progress review meetings, at which the Parties will plan, co-ordinate, and review and quality assure delivery of their respective requirements;
  - d) [Provide the responsible officer with premises and facilities including desk, telephone and IT support and equipment to deliver the requirements of the responsible officer as set out at clause 4 above]; and
  - e) [Ensuring that such support services e.g. secretarial/administrative as are reasonably required to enable the Service Provider to deliver the requirements of the Service Provider (clause 3 above) and the requirements of the responsible officer (clause 4) are at all times accessible to the Service Provider]
- 6.3 Key performance indicators: the key performance indicators for this Agreement shall include:
  - a) All doctors have an annual appraisal unless there is a valid reason for it to be delayed or postponed
  - b) All doctors have revalidation recommendations within the timescale set by the GMC
  - c) All requested ORSA reports are submitted on time
  - d) The designated body remains in compliance with agreed ORSA indicators



- e) Agreed action plans are completed in agreed timescales
- f) [representing the Customer in a professional manner at all times];
- g) [supporting the overriding principles and purpose of revalidation at all times];
- h) [effective and constructive team working with colleagues within the Customer's organisation];
- i) [accurate and timely reporting as required for monitoring purposes outlined below; and]
- j) [accurate and timely monthly [or alternative frequency] invoicing].
- k) [any others as required by the Customer.]

6.4 The Service Provider will deliver the Service Specification. In doing so they commit also to:

- a) monitor the quality of the service provision and report progress to the Customer; [organisations may want to stipulate the frequency and type of reporting here];
- b) manage the funding provided by the Customer, and make available accounts as required.