



**NHS England Medical Appraisal  
Policy**

**Annex K: Appraiser role expectations**

# OFFICIAL

NHS England INFORMATION READER BOX		
<b>Directorate</b>		
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<b>Document Name</b>	Medical Appraisal Policy (v2)	
<b>Author</b>	NHS England, Medical Directorate (Revalidation)	
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<b>Target Audience</b>	Responsible Officers, Medical Appraisal Leads, Medical Appraisers	
<b>Additional Circulation List</b>	Medical Directors, Doctors with a prescribed connection to NHS England, DH, BMA, GMC, Royal College of GPs, NHS Employers, Academy of Medical Royal Colleges, Regional HR and Finance Leads, NHS England Regional Directors	
<b>Description</b>	Policy for appraisal of licensed medical practitioners who have a prescribed connection to NHS England (circa 42,000 doctors from circa 700 designated bodies). It describes the framework for appraisal, with tools to support implementation contained within the annexes.	
<b>Cross Reference</b>	The Medical Profession (Responsible Officers) Regulations, 2010/2013 and the GMC (Licence to Practice and Revalidation) Regulations 2012	
<b>Superseded Docs</b> (if applicable)	Medical Appraisal Policy (v1) published October 2013	
<b>Action Required</b>	Responsible officers to ensure that Doctors with a connection to NHS England are appraised in accordance with this policy	
<b>Timing / Deadlines</b> (if applicable)	<b>To be implemented as soon as reasonably practicable</b>	
<b>Contact Details for further information</b>	Dr Maurice Conlon england.revalidation-pmo@nhs.net <a href="http://www.england.nhs.uk/revalidation/appraisers/app-pol/">http://www.england.nhs.uk/revalidation/appraisers/app-pol/</a>	
<b>Document Status</b>		
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The NHS Commissioning Board (NHS CB) was established on 1 October 2012 as an executive non-departmental public body. Since 1 April 2013, the NHS Commissioning Board has used the name NHS England for operational purposes.

## Annex K: Appraiser role expectations

The content of this annex is based on the schedule in the NHS England Consultancy Agreement for engaging appraisers as independent contractors, which, as described in the main body of this policy, is the main method by which NHS England engages medical appraisers. For medical appraisers engaged via other models, the expectations listed in this annex provide a suitable basis for the agreement between NHS England and the appraiser. This applies most commonly to appraisers engaged via the regional appraisal offices, and in particular where an appraiser is engaged on a non-remunerated basis.

### NHS England regional medical appraiser role expectations

1. A NHS England regional medical appraiser is expected to:
  - (a) remain fully registered with the General Medical Council (the “GMC”) with a licence to practise where the Individual is a medical practitioner fully licensed with the GMC and remain included on the Medical Performers’ List where the Individual is included on the Medical Performers List. For the avoidance of doubt, if the Individual is a retired medical practitioner or non-medical appraiser then the requirements of this clause 1(a) do not apply;
  - (b) perform Services in accordance with the NHS England Medical Appraisal Policy;
  - (c) perform the Services with reasonable skill and care and to the best of their ability;
  - (d) perform such duties in relation to the provision of the Services as NHS England may reasonably request;
  - (e) provide to NHS England such written or oral advice or information regarding any of the Services as NHS England may reasonably require;
  - (f) exercise such powers as may from time to time be vested in or given to the individual by NHS England;
  - (g) not hold themselves out as an employee of NHS England or as having authority to bind NHS England;
  - (h) not incur any expenditure in the name of or for the account of NHS England;
  - (i) comply with any statutory or other reasonable rules, guidance or obligations as may be amended from time to time including but not limited to:
    - i. those relating to health and safety while providing the Services and to take all reasonable steps to safeguard their own safety and the safety of any

- other person who may be affected by the Individual's actions in performing the Services;
- ii. the requirements of data protection legislation;
  - iii. NHS England's Equal Opportunities, Discrimination and Harassment policies (when finalised and as may be amended from time to time thereafter);
  - iv. the NHS England Medical Appraisal Policy;
  - v. the GMC Principles of Good Medical Practice where applicable;
  - vi. the Seven Principles of Standards in Public Life (Nolan Principles); and
  - vii. NHS England's Information Governance Policy;
- (j) not engage in any conduct detrimental to the interests of NHS England or contrary to the instructions of NHS England;
- (k) comply with NHS England appraiser quality assurance processes, as described under the NHS England Medical Appraisal Policy and other relevant national guidance;
- (l) use an 'nhs.net' email address for all electronic communications or such other secure email address as may be authorised by NHS England from time to time;
- (m) inform the relevant appraisal officer if any material fact should arise in relation to their professional standing which could compromise their ability or credibility in relation to the performance of the Services under the terms of this Agreement (including but not limited to being the subject of a GMC investigation, having restrictions placed on their practice or receiving a criminal conviction); and
- (n) provide the Services at an appropriate location that is agreed with the Doctor or at such other premises as the parties agree from time to time are appropriate for the performance of the Services.

## **2. Confidential Information and Property**

2.1 It is acknowledged that to enable the individual to provide the services NHS England will provide the Individual with information of a highly confidential nature which is or may be private, confidential or secret, being information or material which is the property of NHS England or which NHS England is obliged to hold confidential including, without limitation, all official secrets, information relating to the working of any project carried on or used by NHS England, research projects, strategy documents, tenders, financial information, reports, ideas and know-how, employee confidential information and patient confidential information (any and all of the foregoing being "**Confidential Information**").

2.2 The Individual agrees to adopt all such procedures as NHS England may reasonably require and to keep confidential all Confidential Information and the individual shall not (save as required by law) disclose the Confidential Information in whole or in part to anyone and agrees not to disclose the Confidential Information other than in connection with the provision of the Services.

2.3 The obligations apply to all and any Confidential Information whether the Confidential Information was in or comes into the possession of the individual such obligations shall continue for the term of the association and at all times following the termination of that agreement but shall cease to apply to information which may come into the public domain otherwise than through unauthorised disclosure by the Individual.

2.4 The individual shall not copy, retain or otherwise utilise, unless engaged upon NHS England's business, any documentation, computer disks, tapes or correspondence which relates to NHS England's business, unless specifically authorised by NHS England to do so. NHS England has strict policies and controls in relation to the movement of information and data and the individual is required to comply with NHS England's Information Governance Policy.

2.5 The individual shall not, without the express permission of NHS England, remove any property, documents, computer disks, tapes or files belonging to NHS England from NHS England's premises for any purpose.

2.6 The individual shall not disclose or permit to be disclosed any information relating to NHS England's business to a third party unless requested or authorised to do so by NHS England.

### **3 Data Protection**

3.1 NHS England may from time to time in the course of administering its activities need to process both personal data and sensitive personal data. The individual agrees and acknowledges that this information will be used and processed fairly for the operation of NHS England's activities.

3.2 NHS England is registered in accordance with the requirements of the data protection legislation. The individual shall not at any time use personal data held by NHS England for any purpose not described in its register entry or disclose such data to a third party or act otherwise in contravention of the data protection legislation.

### **4 Termination**

4.1 Either NHS England or the individual may terminate this Agreement at any time by giving to the other one month's notice in writing.

4.2 NHS England may by written notice terminate this Agreement or suspend the performance of all or any of its obligations under it immediately and without liability for compensation or damages if:

- (a) the individual is, in the reasonable opinion of NHS England, incompetent, guilty of gross misconduct and/or any serious or persistent negligence in the provision of the Services hereunder;

- (b) the individual fails after written instruction to provide the Services reasonably and properly required of him/her
- (c) the individual is guilty of fraud or dishonesty or conducts himself in any manner which, in the reasonable opinion of NHS England, brings or is likely to bring NHS England into disrepute by association or would in any way damage public or professional confidence in the appraisal process governed and operated by NHS England;
- (d) The individual is suspended, removed or resigns from the Performer's List for clinical practice save where in the event that the individual resigns from the Performer's List, but is deemed to remain fit to practise by the GMC;
- (e) The individual is suspended by the GMC;
- (f) the individual is convicted of a criminal offence (other than a road traffic offence for which he is not sentenced to imprisonment);

4.3 Where the individual is referred to the GMC for a 'fitness to practise' issue or any other issue related to the performance of the Individual's clinical duties, the individual shall immediately notify the relevant NHS England Appraisal Office in writing of such referral. In these circumstances, NHS England reserves the right to take such action as it deems reasonably necessary in relation to their engagement in the capacity of Appraiser

## **5 Notice**

5.1 Any notice to be served on any of the parties by the other shall be sent by recorded delivery or registered post or by fax or email and shall be deemed to have been received by the addressee within 48 hours of posting or 24 hours if sent by fax or email to the correct fax number or email address of the addressee.

5.2 Notices to the individual shall be sent to the address at the head of this Agreement.

5.3 Notices to NHS England shall be sent to the address of the HR Director.

## **Period of engagement**

These expectations are agreed for a maximum period of 12 months, renewable on 1 April annually, subject to satisfactory performance review.

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<b>Role expectations agreement</b>	
Appraiser's signature: Name:	Date:
Head of department's signature: Name:	Date: