

Memorandum of Understanding:  
Provision of Responsible Officer Services

Memorandum of Understanding  
Between  
**Holt Doctors Limited** (the "Employer")  
and  
**Dr. Jonathan Brooks** (the "Responsible Officer")

**1. Definitions**

1.1 The Parties to this Memorandum of Understanding (the "MOU") are:

**Holt Doctors Ltd** of 4<sup>th</sup> floor, 1 Belle Vue Square, Broughton Road, Skipton, BD23 1FJ (hereafter referred to as the "Employer"); and

**Dr Jonathan Brooks** of 52 West End, Witney, Oxfordshire, OX28 1NF (hereafter referred to as the "Responsible Officer").

1.2 The Service Level Agreement (the "SLA") forms Appendix 1, and the Service Specification (the "Specification") forms Appendix 2, and the Employment Contract (the "Employment Contract") forms Appendix 3, to this MOU.

1.3 The MOU together with the SLA, Specification and the Employment Contract, 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 responsible officer services as defined in the Regulations, to the Employer, by the Responsible Officer.

**3. Purpose of the Agreement**

3.1 The purpose of this Agreement is to confirm the allocation of responsibilities and the key deliverables for the delivery of the responsible officer services and the responsibilities of the Employer.

**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 by either Party, giving three month's notice to the other Party, or by mutual agreement of the Parties.

## **5. What the Employer will do**

5.1 The Employer will provide the support as detailed in the SLA.

## **6. What the Responsible Officer will do**

6.1 The Responsible Officer 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 responsible officer services under regular review.

## **8. Variation**

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

## **9. Dispute Resolution**

9.1 If the Parties are unable to agree a matter arising under the terms and clauses of this Agreement, they shall meet solely in order to resolve the matter in dispute. Such meeting(s) shall be chaired by a Director representing the Employer 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.

9.2 If the meetings referred to in clause 9.1 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.

## **10. Confidentiality and Freedom of Information**

10.1 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.

10.2 Schedule 1 describes the security and data protection principles underpinning this Agreement.

10.3 Each party agrees to treat as confidential all information gained during the exercise of this Agreement.

10.4 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.

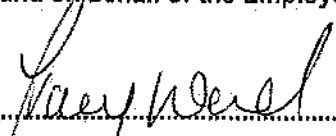
## **11. Publicity**

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



**12. Agreement**

Signed for and on behalf of the Employer – Holt Doctors Limited

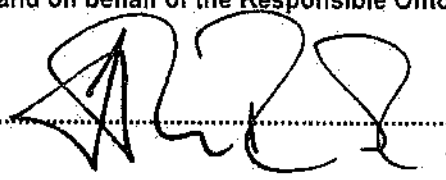
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Name: Tracy ward.

Position: MO

Date: 15<sup>th</sup> September 2016

Signed for and on behalf of the Responsible Officer – Dr Jonathan Brooks

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Name:  
Position: JH BROOKS FRCR

Date: RESPONSIBLE OFFICER  
15<sup>th</sup> September 2016

## SCHEDULE 1 SECURITY AND DATA PROTECTION

1. The Employer is the Data Controller responsible for all personal information it collects for the purposes of this Agreement. The Responsible Officer will act as Data Processor for the Employer under the terms of this Agreement.
2. The Responsible Officer has delegated responsibility from the Data Controller for all personal information it collects on behalf of the Data Controller for the purposes 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 system 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: RESPONSIBLE OFFICER SERVICES**

### **1. Status and Purpose of this Agreement**

- 1.1 This Service Level Agreement (SLA) forms part of the Agreement between the Employer and the Responsible Officer along with the corresponding Service Specification (which forms Appendix 2).

### **2. Summary**

- 2.1 In summary, this Agreement provides that:

- 2.1.1 The Employer will provide funding (as detailed in the Employment Contract between the Employer and the Responsible Officer) to the Responsible Officer to support the provision of the responsible officer services as detailed in the Service Specification.
- 2.1.2 The Responsible Officer will be responsible for delivering the responsible officer services as detailed in the Service Specification.

### **3. Financial Arrangements**

- 3.1 There will be no expectation that additional funding will be made available, except as provided for under the Employment Contract.

### **4. Agreement Period**

- 4.1 This Agreement will take effect on the date that the MOU is signed and will continue until it is terminated by one Party giving the other Party three month's notice of termination, or by mutual agreement.

### **5. Accountability of the Responsible Officer**

- 5.1 The Responsible Officer will be accountable for provision of the responsible officer services to the Employer.

### **6. The Responsible Officer's Work Programme**

- 6.1 Service provision: the Responsible Officer undertakes to provide the responsible officer services in accordance with the Specification.
- 6.2 Timelines: the Responsible Officer acknowledges the timelines in the Specification and undertakes to manage delivery to those timelines. Any change to timelines must be agreed with the Employer.
- 6.3 Key performance indicators: the Responsible Officer undertakes to meet the key performance indicators as set out in the Service Specification (Appendix 2).
- 6.4 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 Responsible Officer undertakes to manage risks to delivery and escalate as required to the Employer for support in resolution.

### **7. Payment**

- 7.1 The Employer will make payments to the Responsible Officer in accordance with the terms of the Employment Contract.

## **8. Unlawful Discrimination**

- 8.1 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.

## **9. Assets**

- 9.1 It is not envisaged that any equipment or other tangible property will be purchased in connection with the delivery of the responsible officer services or that there will be any capital assets purchased in the course of this Agreement., other than the supply of a mobile phone and laptop, which will be returned to the Employer on termination of the Agreement.

## **10. Support from the Employer**

- 10.1 The Responsible Officer will manage and operate its processes and governance arrangements in a way which assures the Employer that:
- 10.1.1 All relevant parties are engaged and signed up to proposed courses of action;
  - 10.1.2 Clear communication links are maintained between the Parties.
- 10.2 Day-to-day requests for information, and other joint working between the Parties will be managed directly by Responsible Officer and Employer staff concerned.



## APPENDIX 2: SERVICE SPECIFICATION: RESPONSIBLE OFFICER SERVICES

### 1. Status and Purpose of this Service Specification

- 1.1 This Service Specification forms part of the Agreement between the Employer and the Responsible Officer along with corresponding Service Level Agreement (which forms Appendix 1) and the Employment Contract.

### 2. Background

- 2.1 The Employer is entering into this Agreement for the provision of responsible officer services in order that the Responsible Officer fulfils the role of responsible officer as described in the Regulations and any additional requirements as set out in this Service Specification, and the current Holt Doctors Appraisal, Revalidation and Management Procedure (HD016) as provided by the Employer.

### 3. The Requirements of the Responsible Officer

- 3.1 The Responsible Officer will fulfil the role of the responsible officer in relation to the doctors as forwarded by the Employer from time to time under the terms of this Agreement, and accepted by the Responsible Officer to receive such responsible officer services.
- 3.2 Under this Agreement, from the date at which this MOU is signed, the role of the responsible officer can only be fulfilled by: Dr Jonathan Brooks and GMC number: 1624612.
- 3.3 The Responsible Officer will ensure that:
- 3.3.1 He satisfies and will continue to satisfy all of the qualifying conditions described in the Regulations.
  - 3.3.2 He notifies the Employer immediately if any conflict of interest arises as regards a doctor put forward by the Employer under this Agreement.
  - 3.3.3 He has the capacity and sufficient administrative support to carry out his responsibilities under the Regulations.
  - 3.3.4 No conflict of interest is likely to arise as a result of the responsible officer performing these duties for more than one designated body.
  - 3.3.5 He will inform the Employer in a timely manner of any concerns raised about himself throughout the Agreement period.
- 3.4 In relation to those doctors defined in clause 3.1 above, the Responsible Officer will work closely with the Employer to ensure that appropriate and accurate records are kept by:
- 3.4.1 Establishing and maintaining appropriate records for all doctors in a format agreed with the Employer.
  - 3.4.2 Ensuring information governance and information sharing principles and protocols are adhered to.
  - 3.4.3 Ensuring that the Employer is informed when a doctor no longer has a prescribed connection with the Employer and if requested, references and any other relevant information are provided.
- 3.5 The Responsible Officer will monitor conduct and performance by:
- 3.5.1 Reviewing regularly the general performance and quality information held by the Employer on the doctors defined in clause 3.1 above, including:
    - 3.5.1.1 routine performance data, quality indicators;
    - 3.5.1.2 complaints;
    - 3.5.1.3 significant events or significant untoward incidents (SUIs);
    - 3.5.1.4 audit; and

- 3.5.2 Identifying any issues arising from that information reviewed under 3.5.1, such as variations in individual performance.
- 3.5.3 Ensuring relevant information relating to all the doctor's roles is available for monitoring fitness to practise and appraisal.
- 3.5.4 Maintaining records of all fitness to practise evaluations, including appraisals, investigations and assessments;
- 3.5.5 Establishing and maintaining a system for tracking completion of structured patient and colleague feedback exercise by doctors in compliance with GMC requirements; and
- 3.5.6 Using reasonable endeavours to ensure that the Employer takes steps to address any conduct or performance issues
- 3.6 In relation to appraisal the Responsible Officer will:
  - 3.6.1 Work closely with the Employer to ensure that the appraisal system in the designated body complies with national guidance and requirements, and meets the current requirements of the Regulations, ORSA and the GMC guidance.
  - 3.6.2 Ensure that doctors undertake annual appraisals.
- 3.7 The Responsible Office will respond to concerns by:
  - 3.7.1 Responding appropriately when variation in individual practice is identified.
  - 3.7.2 Taking any steps necessary to protect patients.
  - 3.7.3 Establishing procedures to investigate concerns about the conduct, performance or fitness to practise of a doctor, liaising as appropriate with human resources colleagues, GMC employer liaison advisors, NCAS advisors, royal college advisors, and other relevant individuals.
  - 3.7.4 Initiating investigations with appropriately qualified investigators and ensuring that all relevant information is considered.
  - 3.7.5 Recommending to the Employer where appropriate that the doctor should be suspended or have conditions or restrictions placed on their practice.
  - 3.7.6 Following the current Holt Doctors Complaints Procedure (HD004) as provided by the Employer.
  - 3.7.7 Ensuring that appropriate measures are taken to address, which include but are not limited to:
    - 3.7.7.1 requiring the doctor to undergo training or retraining;
    - 3.7.7.2 offering rehabilitation services;
    - 3.7.7.3 providing opportunities to increase the doctor's work experience; and
    - 3.7.7.4 addressing any systemic issues within the designated body which may contribute to the concerns identified.
  - 3.7.8 Ensuring that any necessary further monitoring of the doctor's conduct, performance or fitness to practise is carried out.
  - 3.7.9 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
  - 3.7.10 Maintaining accurate records of all steps taken in responding to concerns.
- 3.8 The Responsible Officer will communicate appropriately with the GMC by:
  - 3.8.1 Co-operating with the GMC to enable it to carry out its responsibilities.
  - 3.8.2 Making recommendations to the GMC about doctors' fitness to practise taking all relevant information into account.
  - 3.8.3 Where appropriate, referring concerns about the doctor to the GMC.
  - 3.8.4 Monitoring a doctor's compliance with conditions imposed by or undertakings agreed with the GMC.
- 3.9 The Responsible Officer will provide other, general responsibilities as reasonably required, which include but are not limited to:
  - 3.9.1 Reporting responsibilities:





3.9.1.1 The provision of information and reports as required to enable the Employer to fulfil the obligations set out in the Regulations or as the Employer 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.

3.9.2 Engagement and support:

3.9.2.1 Training and other personal development activities -- to maintain fitness to practise in the role of responsible officer.

3.9.3 Location:

3.9.3.1 The Responsible Officer will work remotely.

#### **4. The Requirements of the Employer**

4.1 As set out in Regulation 14 of the Regulations, a statutory requirement is placed upon the Employer to provide the Responsible Officer with sufficient funds and resources necessary to enable the responsible officer to discharge their responsibilities under the Regulations.

4.2 Where clause (3) of Regulation 14 of the Regulations applies to the Employer's statutory obligations as a designated body, the Employer 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.

4.3 The Employer 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 Employer 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.

#### **5. Processes and Responsibilities**

5.1 The Employer will support the Responsible Officer to deliver the Service Specification. This will include:

5.1.1 Appointing an Employer Representative to liaise with the Responsible Officer.

5.1.2 Providing the agreed financial resources.

5.1.3 Organising and participating in quarterly progress review meetings, at which the Parties will plan, co-ordinate, and review and quality assure delivery of their respective requirements.

5.1.4 Ensuring that such support services e.g. secretarial/administrative as are reasonably required to enable the Responsible Officer to deliver the requirements of the Responsible Officer (clause 3 above) and the requirements of the responsible officer (clause 4) are at all times accessible to the Responsible Officer.

5.2 Key performance indicators: the key performance indicators for this Agreement shall include:

5.2.1 All doctors have an annual appraisal unless there is a valid reason for it to be delayed or postponed.

5.2.2 All doctors have revalidation recommendations within the timescales set by GMC.

5.2.3 All requested OAO reports are submitted on time.

5.2.4 The designated body remains in compliance with OAO indicators.

5.2.5 Agreed action plans are completed in agreed timescales.

5.2.6 Representing the Employer in a professional manner at all times.

5.2.7 Supporting the overriding principles and purpose of revalidation at all times.

5.2.8 Accurate and timely reporting as required for monitoring purposes outlined below.

5.2.9 Accurate and timely monthly [or alternative frequency] invoicing.

5.3 The Responsible Officer will deliver the Service Specification. In doing so they commit also to:

5.3.1 Monitor the quality of the service provision and report progress to the Employer.

5.3.2 Manage the funding provided by the Employer, and make available accounts as required.

A handwritten signature in black ink, consisting of several overlapping loops and a final downward stroke.A handwritten signature in black ink, consisting of a large loop at the top and a final downward stroke.