



Royal College of
Obstetricians &
Gynaecologists

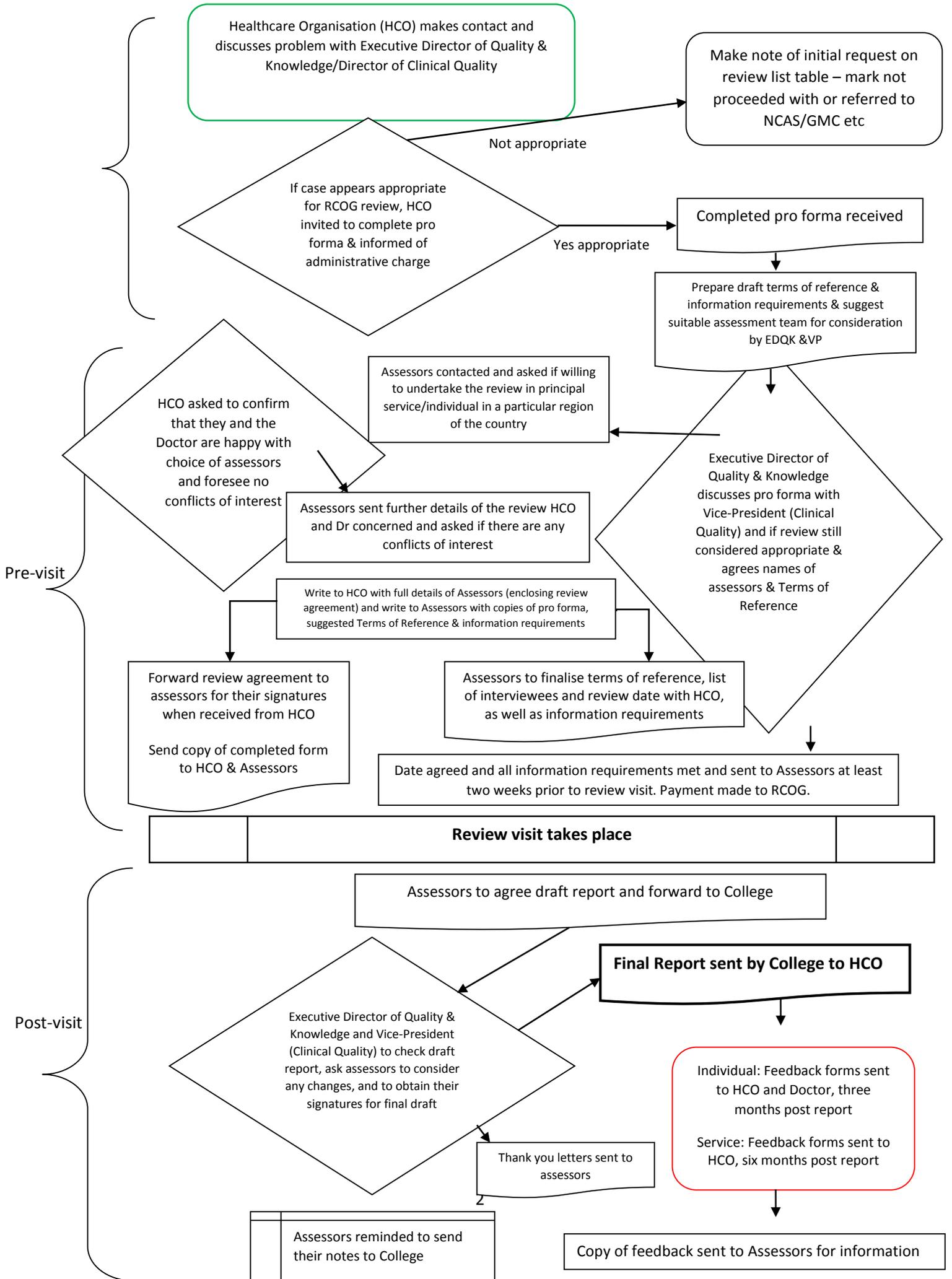
Appendices

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Appendix 1:	RCOG invited reviews process	2
Appendix 2:	External advisory and reference bodies	3
Appendix 3:	Sample pro forma – individual performance review	6
Appendix 4:	Sample pro forma – service review	7
Appendix 5:	Sample review agreement	8
Appendix 6:	Person specification for the role of an RCOG invited review assessor	23
Appendix 7:	Information for the doctor whose practice is being reviewed	26
Appendix 8:	Information for third parties	29
Appendix 9:	Record of the case note review	31
Appendix 10:	Sample interview record form (service review)	33
Appendix 11:	Sample interview record form (individual performance review)	35
Appendix 12:	Sample follow-up letter to the healthcare organisation or responsible officer	37
Appendix 13:	Academy of Medical Royal Colleges principles for the conduct and quality assurance of Invited Reviews	39

**Appendix 1
RCOG Invited Reviews Process**



Appendix 2

External advisory and reference bodies

The following organisations have an interest in performance and reviews of NHS and independent sector organisations, and individual doctors. The invited review process may include reference to their activities or systems. The geographical jurisdiction is indicated beside each title.

British Medical Association – UK

www.bma.org.uk

The British Medical Association (BMA) is the doctors' professional organisation established to look after the professional and personal needs of its members. The BMA represents doctors in all branches of medicine all over the UK. It is a voluntary association with over two-thirds of practising UK doctors in the membership and an independent trade union dedicated to protecting individual members and the collective interests of doctors. Policies are decided by elected members, mainly practising doctors, and supported by a professional staff who work with other bodies to meet its objectives. The BMA is not responsible for registering doctors, which is the responsibility of the General Medical Council (GMC), and nor does it discipline doctors, which is the province of the employer and/or the GMC.

Care Quality Commission – England

www.cqc.org.uk

As the independent regulator of all health and adult social care providers in England, the Care Quality Commission (CQC) monitors compliance with the *Regulations for Service Providers and Managers* through:

- unannounced inspections of registered providers on a regular basis and at any time in response to concerns
- maintaining a quality and risk profile for each registered provider that combines information from a range of sources to indicate where risks lie
- working in partnership and sharing information with other organisations.

When standards are not being met, CQC has powers to issue fines or warnings, stop admissions into a service, and suspend or cancel a service or location's registration.

General Medical Council – UK

www.gmc-uk.org

The General Medical Council (GMC) protects patients by making sure only those doctors with the right knowledge, skills and experience can practise medicine in the UK. The GMC measures doctors against the standards set in its core guidance, *Good Medical Practice*.¹⁵ Its fitness to practise procedures allow it to investigate and take action if they believe a doctor's ability to practise medicine safely and to these standards is in question. When investigating a complaint, the GMC may carry out a performance assessment involving third party interviews, case note reviews, tests of knowledge and direct assessment of clinical skills. The aim of the GMC's fitness to practise procedures is to protect patients, not to punish doctors. So, wherever possible, the GMC will try

to find ways to support a doctor to address the problem with their performance and to return to work. However, if a doctor is found to be a serious threat to patients, the GMC can permanently remove their right to practise medicine in the UK. This is the most serious outcome of its fitness to practise procedures. Other outcomes include restricting the circumstances in which doctors can work, asking them to work under the supervision of another doctor, or to do additional training to address a problem. The GMC has a team of regionally based employer liaison advisers (ELAs) throughout England to improve relationships with medical directors in the NHS and independent sector. This will also ensure they are properly supported in all aspects of medical regulation, particularly in relation to GMC fitness to practise work and revalidation proposals for doctors.

Healthcare Improvement Scotland – Scotland

www.healthcareimprovementscotland.org

Healthcare Improvement Scotland supports healthcare providers by providing:

- evidence for improvement (advice, guidance and standards)
- support to put that evidence into practice (implementation and improvement support to bring about measurable improvements in care)
- scrutiny of services (providing public assurance about service quality and safety by making their findings public); this scrutiny currently includes inspections of hospital cleanliness (through its subsidiary the Healthcare Environment Inspectorate) and the care of older people in acute hospitals.

Healthcare Inspectorate Wales – Wales

www.hiw.org.uk

Part of the role of Healthcare Inspectorate Wales (HIW) is to review and inspect NHS and independent healthcare organisations. Services are reviewed against a range of published standards, policies, guidance and regulations. If necessary, HIW will undertake special reviews and investigations where there appear to be systematic failures in delivering healthcare services.

Independent Reconfiguration Panel – England

www.irpanel.org.uk

The Independent Reconfiguration Panel (IRP) is the independent expert on NHS service change. Set up in 2003, the IRP advises the Secretary of State for Health on contested proposals for health service change in England. The IRP also offers informal support and guidance to the NHS and other organisations on achieving successful change. The IRP is made up of experienced clinicians, managers and lay members who have wide-ranging expertise in clinical health care, NHS management, involving the public and patients, and handling and delivering successful changes to the NHS. The panel is led by the IRP Chair and supported by the Secretariat.

Monitor – England

www.monitor-nhsft.gov.uk

Monitor assesses NHS trusts for foundation trust status and ensures that foundation trusts are well led, in terms of quality and finances. It licenses foundation trusts (other eligible providers of NHS services will be licensed from April 2014) and:

- sets prices for NHS-funded care in partnership with the NHS Commissioning Board
- enables integrated care

- safeguards choice and prevents anticompetitive behaviour which is against the interests of patients
- supports commissioners to protect essential health services for patients if a provider gets into financial difficulties.

It works closely with its partners to help ensure that the providers of NHS-funded services, and the commissioners of those services, are able to make sure that the best possible care is delivered for patients.

National Clinical Assessment Service – England, Wales, Northern Ireland

www.ncas.nhs.uk

The National Clinical Assessment Service (NCAS) was established in 2001 to assist healthcare organisations by providing confidential support on how to deal with situations where the performance of individual practitioners gives cause for concern. The support that NCAS provides ranges from telephone advice through to more detailed support and full assessment of the practitioner's performance involving health, behavioural and clinical performance. The on-site clinical assessment will normally include direct observation of practice, review of clinical records, review of the work environment, collection and consideration of views from colleagues and patients, assessment of clinical decision making, review of information provided by the practitioner and the employing/contracting body and an interview with the practitioner. It also has *The Back on Track Framework for Further Training: Restoring Practitioners to Safe and Valued Practice*¹⁶ for practitioners requiring further training and remediation.

Regulation and Quality Improvement Authority – Northern Ireland

www.rqia.org.uk

The Regulation and Quality Improvement Authority (RQIA) in Northern Ireland registers, regulates and inspects health and social care providers, including independent healthcare organisations. It does not have jurisdiction over NHS organisations, which are planned by the Department of Health, Social Services and Public Safety (DHSSPS) and delivered by Health and Social Care in Northern Ireland.

NHS Employers – UK

www.nhsemployers.org

NHS Employers provides guidance to support employers to implement and develop policies and procedures that are targeted at enabling NHS staff to report concerns about patient safety, or other issues, appropriately. It works closely with the *Whistleblowing Helpline*¹⁷ that was launched in December 2011 and which provides free and independent advice and support to staff within the NHS and social care.

Appendix 3

Individual Performance Review Pro forma

Name of healthcare organisation:	
Name of doctor:	
Nature of the problem	
What triggered the request? Please provide brief details.	
What local action has been taken?	
Please indicate any other agencies involved	
Any other relevant information	
How would you wish the College to proceed? To mobilise an RCOG invited review team (please tick the appropriate statement):	<input type="checkbox"/> to review the doctors clinical practice <input type="checkbox"/> to review their gynaecological practice <input type="checkbox"/> to review their obstetric practice
Name and designation of the lead for this review. Please include address, email and telephone contact details.	
Name of PA/Secretary, email and telephone contact details.	

Appendix 4

Service Review Pro forma

Name of healthcare organisation:	
Name of service:	
Nature of the problem	
What triggered the request? Please provide brief details.	
What local action has been taken? Please include any plans for reorganisation of services	
Please indicate any other agencies involved	
Any other relevant information	
How would you wish the College to proceed?	
To mobilise an RCOG invited review team (please tick the appropriate statement):	<input type="checkbox"/> to review the obstetric practice <input type="checkbox"/> to review the gynaecological practice <input type="checkbox"/> to review the obstetric and gynaecological practice
Name and designation of the lead for this review. Please include address, email and telephone contact details.	
Name of PA/Secretary, email and telephone contact details.	

Appendix 5

Sample form Review Agreement

REVIEW AGREEMENT

PARTICULARS

	ITEM	DETAILS
1.	Date of Agreement	
2.	Assessor(s)	Lead Assessor: Co Assessor:
3.	Client	
4.	Review	
5.	Fee	
6.	Honorarium	(a) Lead Assessor: Daily rate (b) Co-Assessor: Daily rate
7.	The College's address and e-mail for notices	Name: Royal College of Obstetricians and Gynaecologists Address: 27 Sussex Place, Regent's Park E-mail:
8.	The NHS Organisation's address and e-mail for notices	Name: Address: E-mail:
9.	Assessor(s)'s address and e-mail for notices	Name: Address: E-mail:

TERMS & CONDITIONS

BETWEEN:

- (1) Royal College of Obstetricians and Gynaecologists, a Royal Charter body with registration number RC000792 and registered charity number 213280, whose registered office is at 27 Sussex Place, Regent's Park, London NW1 4RG ("**College**");
- (2) The individual or individuals described in item 2 of the Particulars ("**Assessor(s)**"); and
- (3) The company, entity, NHS Organisation or individual described in item 3 of the Particulars ("**Client**").

BACKGROUND

The Client has invited the College and the Assessor(s) to undertake the Review. The College and the Assessor(s) have agreed to undertake the Review in consideration for the Fee and the Honorarium. The parties have agreed that the Review shall be undertaken on the terms and conditions of this Agreement.

NOW IT IS AGREED:

I. DEFINITIONS

I.1 In this Agreement, the following words and phrases have the following meanings:

"Agreement"	this agreement and its schedule;
"Commencement Date"	the date set out in the ToR;
"Confidential Information"	any and all information, data and material of any nature, however conveyed or presented belonging to a party, which another party may receive or obtain in connection with this Agreement which is Personal Data or Sensitive Personal Data, or all other information of a confidential nature, information specifically designated as confidential, any information supplied by any third party in relation to which a duty of confidentiality is owed or arises, and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing party, which may become known to a party;
"Data Protection Regulations"	any Regulations relating to the processing, privacy or use of Personal Data; and " Data Controller ", " Data Processor " and " Personal Data " shall have the meanings given to them in the relevant Regulations with Personal Data including sensitive personal data;

“Document”	includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;
“Fee”	the fee set out in the Particulars;
“Honorarium”	the honorarium set out in the Particulars;
“Indemnity”	has the meaning given to it in clause 11.4;
“In-put Material”	all Documents, information and materials provided by the Client relating to the Review, including computer programs, data, reports and specifications;
“Insolvency Event”	in relation to a party, it, he or she: (a) is unable to pay its debts or becomes insolvent or bankrupt; (b) is the subject of an order made or a resolution passed for its administration, winding-up or dissolution; (c) is subject to any proceedings for the appointment of an administrative or other receiver, manager, trustee, liquidator, administrator, trust special administrator or similar officer over all or any substantial part of its assets; (d) proposes or enters into any composition or arrangement with its creditors generally (except for the purposes of a bona fide solvent amalgamation, reconstruction or re-organisation (provided this does not materially reduce the assets of a party)); or (e) is subject to an analogous event to the foregoing in any jurisdiction;
“Intellectual Property Rights”	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Notification Events”	a prospective: (a) Insolvency Event; or (b) authorisation, de-authorisation, acquisition, merger, demerger, dissolution or any other analogous action taken by a Regulatory Authority under any applicable Regulations affecting the Client; in each case which has not yet occurred but which is anticipated or likely to occur;
“Particulars”	the specific commercial terms and other contractual details set out in the Particulars of this Agreement;
“Pre-existing Materials”	all Documents, information and materials provided by the College and/or the Assessor(s) relating to the Review which existed prior to the date of this Agreement, including computer programs, data, reports and specifications;
“Regulations”	any law, enactment or regulation, any regulatory policy, guideline, order, direction, requirement or industry code of any Regulatory Authority (including good practice codes) applicable to the Client, the College or the Assessor(s);
“Regulatory Authority”	any person having governmental, regulatory, supervisory or other competent authority under any applicable Regulations or otherwise over the Client, the College or the Assessor(s);
“Report”	all Documents, products and materials developed by the College and/or the Assessor(s) or their agents, subcontractors, consultants and employees in relation to the ToR and the Review in any form, including computer programs, data, reports and specifications (including drafts);
“Review”	the review detailed in the Particulars, to be coordinated by the College and to be undertaken by the Assessor(s) in accordance with the ToR, together with any other services which the College provides or agrees to provide to the Client;
“Successor Body”	the body (or Secretary of State, as applicable) which, as a result of the Client suffering an Insolvency Event or the authorisation, de-authorisation, acquisition, merger, demerger or dissolution of the Client, performs any of the functions that previously had been performed by the Client;
“ToR”	the detailed terms of reference setting out the estimated timetable and responsibilities for the provision of the Review agreed in accordance with clause 3; and

“ Trigger Event ”	in relation to the Client, it is subject to investigation by any Regulatory Authority; and
“ VAT ”	value added tax chargeable under English law for the time being and any similar additional tax.

- I.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- I.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns.
- I.4 The schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement.
- I.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- I.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- I.7 A reference to any party shall include that party’s personal representatives, successors and permitted assigns.
- I.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- I.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- I.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. **COMMENCEMENT AND DURATION**

The Review shall begin on the Commencement Date and continue until completion in accordance with the ToR, unless this Agreement is terminated in accordance with *clause 13*.

3. **TERMS OF REFERENCE**

- 3.1 The ToR shall be agreed in the following manner:
 - 3.1.1 the Client shall provide the College and the Assessor(s) with a request for the ToR, setting out the requirements and specifications of the Review which it is requesting from the College and/or the Assessor(s), including a description of what work is to be

done, dates by which it is requested to be started and finished, the Report, In-put Materials and such other information as the College and/or the Assessor(s) may request to prepare the draft ToR;

3.1.2 the College and/or the Assessor(s) shall, as soon as reasonably practicable, provide the Client with the draft ToR; and

3.1.3 the College, the Assessor(s) and the Client shall discuss and agree the draft ToR and when it has been agreed, they shall both sign a copy of it and it shall become a schedule to and subject to this Agreement.

3.2 Once the ToR have been agreed and signed in accordance with clause 3.1.3, no amendment shall be made to it except in accordance with clause 3.4 and clause 15.4.

3.3 Where a party seeks to change the scope or execution of the ToR, it shall submit details of the requested change to the others in writing.

3.4 If a party requests a change to the scope or execution of the ToR, the College and/or the Assessor(s) shall, within a reasonable time, provide a written estimate to the Client of:

3.4.1 the likely time required to implement the change;

3.4.2 any necessary variations to the Fees or the Honorarium arising from the change; and

3.4.3 any other impact of the change on this Agreement.

3.5 If the Client wishes the College and/or the Assessor(s) to proceed with the change, the College and/or the Assessor(s) has no obligation to do so unless and until the parties have agreed the necessary variations to the ToR and any other relevant terms of this Agreement to take account of the change and this Agreement has been varied in accordance with clause 15.4.

3.6 In the event of any inconsistency between the ToR and the terms of this Agreement, the latter shall prevail.

4. OBLIGATIONS OF THE COLLEGE AND THE ASSESSOR(S)

4.1 The College shall:

4.1.1 co-ordinate the provision of the Review;

4.1.2 check the contents and format of the Report solely for the purpose of ensuring the Report meets the ToR and checking clerical accuracy and grammatical sense; and

4.1.3 deliver the Report to the Client.

4.2 The Assessor(s) shall:

4.2.1 undertake the Review; and

4.2.2 deliver the draft Report to the College;

in accordance with the ToR in all material respects.

- 4.3 The Review shall be undertaken in accordance with the latest version of the “Invited Reviews – a guide”. For the avoidance of doubt, in the event of any inconsistency between the guide and this Agreement, the latter shall prevail.
- 4.4 The College and/or the Assessor(s) (as applicable) shall use reasonable endeavours to meet any performance dates, but any such dates shall be estimates only and time for performance by the College and/or the Assessor(s) (as applicable) shall not be of the essence of this Agreement.

5. THE CLIENT’S OBLIGATIONS

- 5.1 The Client shall:
- 5.1.1 co-operate with the College and/or the Assessor(s) (as applicable) in all matters relating to the Review and appoint an individual in relation to the Review, who shall have the authority to contractually bind the Client on matters relating to the Review;
 - 5.1.2 provide, for the College and/or the Assessor(s) (as applicable), its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client’s premises (including the provision of sufficient car parking), office accommodation, data and other facilities as required;
 - 5.1.3 provide, in a timely manner, such In-put Material and other information as the College and/or the Assessor(s) may require, and ensure that it is accurate in all material respects;
 - 5.1.4 be responsible (at its own cost) for preparing and maintaining the relevant premises for the provision of the Review;
 - 5.1.5 inform the College and/or the Assessor(s) of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client’s premises; and
 - 5.1.6 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Review, the use of In-put Material, in all cases before the Commencement Date.
- 5.2 If the College and/or the Assessor(s)’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the College and/or the Assessor(s) shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
- 5.3 The Client shall be liable to pay to the College and/or the Assessor(s), on demand, all reasonable costs, charges or losses sustained or incurred by the College and/or the Assessor(s) (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client’s fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement, subject to the College and/or the Assessor(s) confirming such costs, charges and losses to the Client in writing.

- 5.4 The Client acknowledges and confirms that it has had an opportunity to carry out a thorough due diligence exercise in relation to each of the Assessor(s) (including, but not limited to ensuring that, each of the Assessor(s) is suitably qualified, has the necessary experience and there are no conflicts of interest preventing the appointment of each of the Assessor(s)) and this Agreement, including asking questions it considers are relevant, receiving information and considering information and making its own enquiries to satisfy itself as to the accuracy and completeness of any information received, and has raised all relevant due diligence questions with the College before the date of this Agreement and has agreed to the appointment of each of the Assessor(s) and entered into this Agreement in reliance on its own due diligence.

6. CHARGES AND PAYMENT

- 6.1 In consideration of the provision of the Review by the College and the Assessor(s), the Client shall pay the:
- 6.1.1 Fee (plus VAT) to the College; and
 - 6.1.2 Honorarium to each of the Assessor(s).
- 6.2 The College shall invoice the Client for the Fee in advance of the Commencement Date. The Client shall pay the invoice submitted to it by the College, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the College.
- 6.3 On delivery of the Report, each of the Assessor(s) shall invoice the Client for the Honorarium, together with expenses. The Client shall pay each of the invoice(s) submitted to it by each of the Assessor(s), in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Assessor(s). For the avoidance of doubt, the College shall not be responsible for payment of the Honorarium under any circumstances.
- 6.4 The Honorarium excludes the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the Assessor(s). Such expenses shall be invoiced with the Honorarium by each of the Assessor(s).
- 6.5 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the College and/or the Assessor(s) on the due date:
- 6.5.1 the Client shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount; and
 - 6.5.2 the College and/or the Assessor(s) may suspend the Review and/or delivery of the Report until payment has been made in full.
- 6.6 All sums payable to the College and/or the Assessor(s) under this Agreement shall become due immediately on its termination, despite any other provision. This clause 6.6 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.
- 6.7 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights and all other rights in the Pre-existing Materials shall be owned by the College and/or the Assessor(s) (as applicable). Subject to clause 7.2, the College and/or the Assessor(s) (as applicable) licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Report.
- 7.2 The Client acknowledges that, where the College and/or the Assessor(s) (as applicable) do not own any of the Pre-existing Materials, the Client's use of rights in Pre-existing Materials is conditional on the College and/or the Assessor(s) (as applicable) obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the College and/or the Assessor(s) (as applicable) to license such rights to the Client.
- 7.3 The College and/or the Assessor(s) (as applicable) assign to the Client, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the Report.
- 7.4 The Client hereby grants to the College and the Assessor(s) a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, transferable, sub-licensable licence to use the Intellectual Property Rights in the Report for any purpose.

8. DATA PROTECTION

- 8.1 Each party shall comply at all times with the Data Protection Regulations in respect of any Personal Data processed by it pursuant to this Agreement.
- 8.2 The parties agree that for Personal Data received or otherwise obtained by the College and/or the Assessor(s) in connection with this Agreement, the Client shall be the Data Controller.
- 8.3 The parties agree that the College and the Assessor(s) shall use the Personal Data solely for the purpose of performing their obligations under this Agreement and may retain Personal Data for up to 6 months after delivery of the Report to the Client. At the end of such period, the College and/or the Assessor(s) shall return all Personal Data to the Client or at the request of the Client shall destroy the Personal Data, save that the College may retain one hard copy and one electronic copy of the Report for archive and research purposes, which may contain Personal Data.
- 8.4 The Client:
- 8.4.1 warrants to the College and/or the Assessor(s) that it has made all necessary registrations of its particulars where required, in accordance with the Data Protection Regulations; and
- 8.4.2 shall indemnify and keep indemnified, the College and/or the Assessor(s) against any and all losses, liabilities, claims and costs suffered or incurred by the College and/or the Assessor(s) in connection with any breach by the Client and/or any of its personnel of Data Protection Regulations.

9. CONFIDENTIAL INFORMATION

- 9.1 The parties shall ensure that only those of its officers, agents and employees directly concerned with the carrying out of this Agreement have access to Confidential Information

and provided that each party secures from each of its officers, agents and employees that it engages (in accordance with the terms of this Agreement) enforceable undertakings to keep the Confidential Information confidential in terms at least as extensive and binding as the terms of this Agreement. Each party undertakes to treat as strictly confidential and not to disclose to any third party any Confidential Information of any party, save where disclosure is required by law or in order to perform its obligations under this Agreement. The party required to make the disclosure shall inform the other within a reasonable time prior to being required to make the disclosure, of the requirement to disclose and the information required to be disclosed. Each party undertakes not to make use of any Confidential Information of the any other party, other than in accordance with this Agreement, without the prior written consent of the relevant party.

9.2 The obligations of confidentiality set out in this clause 9 shall not apply to Confidential Information which is:

9.2.1 published or becomes generally available to the public other than as a result of a breach of the undertakings hereunder by the receiving party;

9.2.2 in the possession of the receiving party prior to its receipt from the disclosing party, as evidenced by contemporaneous written evidence, and is not subject to a duty of confidentiality;

9.2.3 independently developed by the receiving party and is not subject to a duty of confidentiality; and/or

9.2.4 obtained by the receiving party from a third party not subject to a duty of confidentiality.

9.3 In the event of a party visiting any premises or operations of the any other party, the visiting party undertakes that any further Confidential Information which may come to the visiting party's knowledge as a result of any such visit shall be treated as Confidential Information in accordance with this clause 9.

9.4 Notwithstanding this clause 9, the College reserves to itself the right to disclose in the public interest but still in confidence to any Regulatory Authority or any other appropriate recipient the results of the investigation and/or any advice or recommendation made by the College to the Client (including any Confidential Information). **The Report Disclaimer shall be interpreted accordingly.**

9.5 This clause 9 shall remain in force for a period of 5 years after the termination or expiry of this Agreement.

10. FREEDOM OF INFORMATION

10.1 The College and/or the Assessor(s) acknowledge that the Client is subject to the Freedom of Information Act 2000 ("**FOIA**") and the Codes of Practice issued under the FOIA as may be amended, updated or replaced from time to time.

10.2 If the Client receives a request under the FOIA to disclose any information relating to this Agreement, which belongs to the College and/or the Assessor(s), or which is Confidential Information it will notify the College and/or the Assessor(s) (as applicable) as soon as is reasonably practicable, in any event, not later than five (5) working days after receiving the

request and will consult with the College and/or the Assessor(s) (as applicable) in accordance with all applicable guidance.

10.3 The parties acknowledge and agree that where the Client is managing a request referred to in clause 10.2, the College and/or the Assessor(s) (as applicable) shall co-operate with the Client and shall use its reasonable endeavours to respond within ten (10) working days of the Client's request for assistance in determining whether or not an exemption to the FOIA applies.

10.4 Where the Client determines that it will disclose the Confidential Information of the College and/or the Assessor(s) (as applicable), notwithstanding any of its objections, it will notify the College and/or the Assessor(s) (as applicable) in writing, giving at least two (2) working days' notice of its intended disclosure.

11. LIABILITIES AND INDEMNITY

11.1 Nothing in this clause 11 shall operate so as to restrict or exclude the liability of any party in relation to death or personal injury caused by the negligence of that party or to restrict or exclude any other liability of a party which cannot be so restricted or excluded in law.

11.2 The Client agrees that the College:

11.2.1 assumes no responsibility for the conduct of the Review by the Assessor(s) nor the content of any of the Report(s), including any clinical and/or professional judgments contained therein, and shall not be liable for loss or damage that may arise from the conduct of the Review or the Client's use or disclosure of the Report;

11.2.2 is not liable for any claim in relation to the suitability of the appointment of any of the Assessor(s); and

11.2.3 excludes, to the maximum extent permitted by law, all representations, warranties, conditions and other terms (including the conditions implied by law and the use of reasonable care and skill which, but for this clause 11.2, might have effect in relation to this Agreement) in respect of the Assessor(s), the Review and the Report.

11.3 Subject to this Agreement, in no other circumstances shall any party be liable to any other party in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising or whatever the cause thereof, for:

11.3.1 any loss of profit;

11.3.2 business;

11.3.3 reputation;

11.3.4 contracts;

11.3.5 revenues or anticipated savings; or

11.3.6 for any special, indirect or consequential damage of any nature.

11.4 Subject to clause 11.5, the Client hereby unconditionally and irrevocably agrees to on demand hold harmless and indemnify and keep indemnified the College and the Assessor(s) from and

against all and any claims, losses, charges, civil liability, damages, fines, financial impositions, compensation or costs (including legal costs) suffered or incurred by the College and/or the Assessor(s) as a consequence of any claim made or threatened or action taken by any party claiming to be affected, prejudiced or damaged:

11.4.1 by any course of action taken by the Client as a result of advice or recommendations made to the Client by the College and/or the Assessor(s); or

11.4.2 as a result of any evidence, oral or written, given by the College and/or the Assessor(s) to any court, tribunal or other body to which the College and/or the Assessor(s) may be required to give evidence.

11.5 The Indemnity applies to any claim for defamation or wrongful or constructive dismissal taken by any clinician who is the subject of any action taken based upon any advice or recommendation made to the Client by the College and/or the Assessor(s).

11.6 The Indemnity does not apply to any dishonest, fraudulent, criminal or malicious act, statement or evidence of the College or its Assessor(s) which arises in any setting.

11.7 The Indemnity shall survive termination of this Agreement.

12. NOTIFICATION EVENTS

12.1 If, at any time and for any reason, a Notification Event has occurred, the Client shall, as soon as reasonably practicable but no later than 30 days from its occurrence, notify the College in writing of the Notification Event, the date on which it occurred and the effect of the Notification Event on its ability to perform any of its obligations under this Agreement.

12.2 The Client shall provide, in a timely manner, such information as the College may reasonably request in relation to a Notification Event.

12.3 The Client shall use its best endeavours to mitigate the effect of the event anticipated by the Notification Event on the performance of its obligations under this Agreement including, but not limited to, procuring the novation of its obligations under this Agreement to a Successor Body.

13. TERMINATION

13.1 Subject to clause 13.3, any party may terminate this Agreement (or part thereof) at any time for convenience on not less than 4 weeks' written notice to the other parties.

13.2 Subject to clause 13.3, any party may terminate this Agreement (or any part thereof) with immediate effect by notifying the other parties in writing if:

13.2.1 there is an Insolvency Event of any party;

13.2.2 a party has committed a material breach of this Agreement which is irremediable or a material breach which is capable of remedy and the defaulting party has failed to remedy the breach within 20 days of receiving notice; or

13.2.3 a party commits a series of breaches of this Agreement and collectively the breaches constitute a material breach of this Agreement.

13.3 In the event that:

13.3.1 the Assessor(s) seek to terminate this Agreement by virtue of clause 13.1; or

13.3.2 the Client or the College seek to terminate this Agreement pursuant to clause 13.2 where the defaulting party is the Assessor(s);

the Client and the College shall use reasonable endeavours to reallocate the obligations of the Assessor(s) under this Agreement to a third party acceptable to the Client and the College within 30 days of a party giving notice of its intention.

13.4 If:

13.4.1 the Client and the College agree a suitable third party, this Agreement shall continue in effect as between the Client and the College (“**the Continuing Parties**”). The third party shall sign a letter of adherence to this Agreement with the Continuing Parties. The Agreement shall terminate as between the Continuing Parties and the Assessor(s);

13.4.2 the Client and the College cannot agree a suitable third party, any party may terminate in accordance with this Agreement.

13.5 The College may terminate this Agreement (or any part thereof) with immediate effect by notifying the other parties in writing if the Client suffers a Trigger Event.

13.6 On expiry or termination of this Agreement for any reason whatsoever:

13.6.1 the relationship of the parties shall cease save as (and to the extent) expressly provided for in this Agreement;

13.6.2 any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect (including this clause 13);

13.6.3 the parties shall take reasonable steps to mitigate any costs which a party incurs as a result of termination or expiry of this Agreement;

13.6.4 the parties shall promptly return to the supplying party or securely dispose at the instruction of the supply party all Confidential Information and other data and documents and copies of them disclosed or supplied pursuant to or in relation to this Agreement;

13.6.5 the parties shall co-operate and provide such assistance to the as may be reasonably requested by any party in respect of the termination of the Review.

13.7 Save where the Agreement is terminated by the College under clause 13.1 (in which case the College and/or the Assessor(s) shall refund pro-rata to the expenses incurred to the date of termination), neither the College nor the Assessor(s) shall be obliged to refund all or part of the Fee or the Honorarium on expiry or termination of this Agreement for any reason whatsoever.

13.8 Expiry or termination of this Agreement shall not affect a party’s accrued rights and obligations at the time of expiry or termination.

13.9 If any part of this Agreement terminates, the provisions relating to expiry or termination in this agreement shall apply, with the necessary changes having been made to the relevant part.

14. DISPUTE RESOLUTION

- 14.1 In the event of any complaint or dispute arising between any party to this Agreement in relation to this Agreement, the matter should first be referred for resolution to an individual nominated by each party.
- 14.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the nominated individuals, either party may refer the matter to the Chief Executive or equivalent of each party with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by each party.
- 14.3 In the absence of agreement under clause 14.2, the parties shall seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by the disputing parties). Unless otherwise agreed, the parties shall bear their own expenses and the costs and expenses of the mediation shall be borne equally between the parties.

15. GENERAL

- 15.1 No person who is not party to this Agreement shall have any right to enforce any term of this Agreement.
- 15.2 Nothing in this Agreement shall create or evidence a partnership between the parties and no party shall have any authority to bind any other party in any way.
- 15.3 No delay, single or partial exercise or omission of any party in exercising any right under this Agreement shall operate to impair or waive any such right.
- 15.4 No variation to this Agreement shall be effective unless it is agreed in writing and signed by or on behalf of each party.
- 15.5 This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding or undertaking (in each case whether written or oral) given or made before the date of this Agreement by or on behalf of the parties and relating to its subject matter.
- 15.6 Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by the College in respect of any information which is provided to the Client by the College and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 15.7 Subject to the Client's rights for breach of any express representation, warranty or condition of the College in this Agreement, the Client shall not be entitled to recover any additional costs or be relieved of performance of its obligations, if it alleges the information provided by the College is inaccurate or incomplete.
- 15.8 The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the other provisions and the Agreement shall be given effect as if the invalid, illegal or unenforceable provision had been deleted and replaced with a provision with a similar economic effect to that intended by the parties if this can be achieved by another clause.
- 15.9 Any notice required to be given under this Agreement shall be in writing and shall be personally delivered, or sent by post to the address of the other parties as set out in the Particulars (or such other address as may have been notified by that party for such purposes)

or sent by e-mail to the e-mail address notified in writing for the purpose. Any personally delivered or e-mailed notice (where there is no bounce-back indicating non-receipt) shall be deemed received on the day it was delivered or sent, if it was delivered or sent on a working day before 5.00 pm and otherwise on the next working day. A correctly addressed notice sent by post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

15.10 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute a single agreement. Transmission of an executed counterpart of this Agreement by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

15.11 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

15.12 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

AS WITNESS the signatures of the parties or their duly authorised representatives on the date first above written.

Signed by _____ for and on behalf of **ROYAL
COLLEGE OF OBSTETRICIANS AND
GYNAECOLOGISTS**

Signed by
(Assessor)

Signed by
(Assessor)

Signed by Dr
and on behalf of

Appendix 6

Person specification for the role of an RCOG invited review assessor

Background

Issues of clinical governance, patient safety, reconfiguration, appraisal and revalidation, as well as legitimate public concern and awareness of healthcare performance, are resulting in an increasing number of requests to the RCOG from organisations for assistance. The College recognises that it has a role to assist trusts in these circumstances to:

- evaluate a service or an individual's performance where concerns have been raised
- discover whether problems do exist and, if so, in which areas
- provide a source of advice and 'signposting' for assistance where the College cannot itself directly respond to the request.

The College service review and individual performance review process is recruiting experienced consultant obstetricians and gynaecologists to join the bank of existing assessors already involved in providing this professional service to healthcare organisations across the UK.

Using their experience and knowledge, coupled with fluency in application of relevant standards, regulations and guidance, RCOG assessors provide clinicians and managers in obstetric and gynaecology services with an independent evaluation, report and recommendations or options for resolution of the issues raised.

The review process focuses on services and teams as well as individual performance and behaviours. Skills acquired for example as a National Clinical Assessment Service (NCAS) or General Medical Council (GMC) or reviewer would also be valuable in this role.

RCOG assessors may be asked to contribute to service and individual performance reviews led by other organisations (for example, other Royal Colleges or the Care Quality Commission (CQC)).

Role purpose and responsibilities

The credibility of an RCOG service or individual performance review visit is dependent upon the skills of the members of the review team.

Assessors are required to work on a self-employed or seconded basis on behalf of the RCOG in conducting interviews, reviewing evidence and providing evaluation reports to organisations on identified areas of concern as part of a service or individual performance review team.

Effective assessors will ensure that they put interviewees at ease, extract all the information they need to be able to interpret information to make a fair assessment, and deliver constructive and useful feedback. They will also ensure that the written review report provides the healthcare organisation with the information it needs to make changes and improvements.

The review process may involve teamworking over a number of days and the team will need to make potentially difficult decisions. It is therefore imperative that the members of the review team can exercise these skills and are trained and equipped to do so.

Period of office and training requirements

The period of office of an assessor is not restricted to any maximum period of time but reviewers would normally serve for at least three years to ensure development of expertise.

Assessors should undertake RCOG approved training.

Assessors who are no longer able to fulfil their commitments may resign from their role via formal notification to the Vice President, Clinical Quality. Ideally, a notice period of six months will be required to allow sufficient time to recruit and train a replacement assessor.

Accountability

Assessors are accountable to the Vice President, Clinical Quality. In the case of a non-RCOG review, assessors are accountable to the appropriate authority in the organisation that leads the review.

Experience, skills and knowledge requirements

Assessors must:

- be a GMC Registered Medical Practitioner
- be in active clinical practice within health care or retired within the previous three years (with current GMC registration)
- be up to date with continuing professional development
- have contemporary experience of the current political and managerial constraints within the NHS and/or service arrangement being reviewed (such as independent sector or community-based services)
- demonstrate detailed knowledge of RCOG service standards and publications and their application
- have the necessary commitment and time to take part in the full review process
- possess excellent communication skills in order to gather and evaluate information from sensitively conducted interviews, and ensure informative feedback
- have good teamworking skills
- be able to remain impartial, non-judgemental and objective
- be able to assimilate large amounts of information and weigh evidence from more than one source in order to substantiate or refute criticisms or complaints made
- demonstrate empathy, tact and discretion, and maintain confidentiality
- provide comment on the draft report prepared by the lead assessor within the timescale given
- have undergone training for the role of reviewer, for example College-specific reviewer training or NCAS reviewer training
- be prepared to travel outside their local area; review team members are usually assigned to review visits outside their own region
- be Members or Fellows of the College normally resident in the UK or Republic of Ireland.

Time commitments

Each review visit will usually consist of one or two full days, on occasions working into the evenings including overnight stays where required. An additional day or half day will be required for preparation before the review visit, for example for reading documents, in addition to travelling time. Arrangements for non-RCOG reviews may vary.

If an assessor is a lead assessor, they will also be responsible for drafting the final report and making any amendments following College review, for which additional time will be required.

Conflicts of interest

When invited to take part in a review visit, an individual should declare any investigation or medico-legal complaint against him- or herself in which he or she is involved. Review team members are required to disclose any involvement with the trust or the doctor that could lead to a conflict of interest, such as having worked previously with or supervised any individuals under review in the service.

Confidentiality

Assessors shall not release confidential information gained as a result of their involvement to any external third party.

Support provided from the College

Assessors will be supported in their responsibilities by the lead assessors, the Invited Reviews Manager, Director of Clinical Quality and the Vice President, Clinical Quality. In the case of non-RCOG reviews, assessors will be supported by the relevant authority in the organisation that leads the review.

Assessors or their employing organisations will be reimbursed on receipt of invoice/claim by the healthcare organisation being reviewed for their time spent on reviews and for expenses incurred on travel and subsistence. Assessors participating in non-RCOG reviews may be reimbursed directly by the organisation that led the review.

Process

Applications must be supported by a brief CV and statement of no more than 250 words outlining relevant experience and reasons for applying for the post. Applications will be considered by the Vice President, Clinical Quality, the Executive Director of Quality and Knowledge and the Director of Clinical Quality. Any enquiries should be directed to the Director of Clinical Quality.

In accordance with College policy, all candidates should be up to date with their membership subscription and in good standing with the College.

Appendix 7

Information for the doctor whose practice is being reviewed

Your responsible officer or healthcare organisation has requested an RCOG invited review, as there is a particular issue that is proving difficult to resolve or on which they require independent advice. Please see the completed pro forma that forms the basis of the remit for the review. If you have any comments on the pro forma, please contact the College and your responsible officer, medical director or whoever is responsible for organising the review.

The College acts independently of other authorities and is able to offer advice and recommendations in an environment of trust. A great deal of assessment is undertaken in the NHS and this does not necessarily mean that there is a problem. An RCOG invited review provides an opportunity for a responsible officer or healthcare organisation to deal with any issues at an early stage and can avoid referral to the National Clinical Assessment Service (NCAS) or the General Medical Council (GMC).

The invited review team consists of a lead assessor and at least one other senior obstetrician or gynaecologist. These are individuals who have been selected for their expertise in a particular specialty or field of obstetrics or gynaecology and/or for their assessment experience.

Before the visit, the assessors will ask the responsible officer or healthcare organisation for information that they consider relevant to the review. This will depend on the nature of the review but it might include the following:

- any deposition you wish them to consider
- job plans, job descriptions, CVs, personal development plans, records of continuing professional development and appraisal records
- records of any previous reviews in the last five years
- audit data (such as returns to theatre within 24 hours and unscheduled admissions to intensive care or high dependency)
- blood transfusion rates during or following surgery
- case mix and referral pattern information
- length of stay
- readmission rates
- records of complaints, litigation records and incident reports
- workload statistics
- comparative information for consultant colleagues where appropriate.

What happens during an invited review interview?

You will be interviewed at the beginning and again at the end of the review process. The initial interview will allow you to explain your perception of the issues under consideration and help to provide context for the information that will be received during the review. The assessors will try to put you at ease and explain that this is a fact-finding exercise and not a witch-hunt. The final

interview gives an opportunity for the assessors to explain the information they have received and allows you to challenge any aspect of it.

As part of the review, several of your professional colleagues will also be interviewed to allow the review team to gather information on the issues concerned and to be able make a thorough and fair assessment. Normally between 11 and 13 of your colleagues will be interviewed, including three chosen by yourself. The interviewees must be able to comment on your professional performance and not simply be character witnesses.

Interviews are confidential. You will be interviewed individually but you may request to be accompanied by a friend or colleague (who does not take part in the discussions). If any of your colleagues are inadvertently unavailable for interview at the time of the review, they will be asked to submit a written comment to the review team.

The review team is there to establish the facts in relation to the individual or service issues which are proving difficult to resolve and to make recommendations to improve patient care. You are encouraged to talk openly to the review team and to view this process as an opportunity to make improvements.

You will probably be anxious to get the review team's opinion and seek their views before they depart. The verbal feedback at the end of the review will allow the team to provide a brief overview of their preliminary findings but at this point feedback will be kept in general terms and will not be specific. Further discussion between the assessors will be required before a final decision on the findings can be given, which will appear in the final report.

What are the possible outcomes of the review?

The purpose of an invited review is to analyse the situation concerning individuals and/or services, and to issue a considered report with recommendations. There are a number of possible outcomes of such a review, which include:

- that there is no evidence to proceed further
- that concerns are justified, with recommendations to achieve correction
- that further evidence is required before making a decision as to how to progress
- in the interests of patient safety, a recommendation that consideration be given to limiting clinical practice.

However, in exceptional cases where patient safety is an issue, the responsible officer or healthcare organisation may be advised to make a referral to NCAS or to the GMC.

What happens after the review?

Within a few weeks of their visit, the invited review team will produce a report, which will detail their findings and recommendations.

If you are not satisfied that the assessors have incorporated your comments correctly, you may ask them to include them in a separate appendix.

Once the report has been finalised and sent to the responsible officer or healthcare organisation, it becomes their property. Your responsible officer or healthcare organisation should discuss the report sensitively and fully with you. The entire report should be shared, except in the most exceptional circumstances. Who else sees the report will be at the discretion of your healthcare organisation.

The College will write to the HCO approximately three months after the report has been submitted to the healthcare organisation to enquire about your progress in meeting the recommendations.

The College hopes that this invited review will be helpful and that you will find the review a productive experience. The College is grateful for your cooperation.

The College recognises that being asked to undergo a review is stressful but the purpose is to identify issues concerning your practice and performance, if present, and recommend ways to resolve them appropriately in the majority of instances.

Appendix 8

Information for third parties

Responsible officers or healthcare organisation leaders (chief executive or medical director) may request an invited review when there is a particular issue that is proving difficult to resolve or on which they require independent advice. This may be in respect of:

- clinical practice of individuals or teams
- clinical governance
- service delivery
- technical services
- concerns over patient safety
- workplace issues.

The College acts independently of other authorities and is able to offer advice and recommendations in an environment of trust. A great deal of assessment is undertaken in the NHS and this does not necessarily mean that there is a problem. An RCOG invited review visit provides an opportunity for a responsible officer or healthcare organisation to deal with any issues at an early stage and can avoid the need to approach the National Clinical Assessment Service (NCAS), the General Medical Council (GMC) or the Care Quality Commission (CQC).

The purpose of an invited review is to analyse the situation concerning individuals and/or services, and issue a considered report with recommendations.

The invited review team consists of a lead assessor and at least one other senior obstetrician or gynaecologist. These are individuals who have been selected for their expertise in a particular specialty or field of obstetrics or gynaecology and/or for their assessment experience.

What happens during an invited review interview?

As part of the review visit, you will be interviewed to allow the review team to gather information on the issues concerned, in order for them to make a thorough and fair assessment.

Interviews are confidential and individuals are usually interviewed on their own but you may request to be accompanied by a friend or colleague (who does not take part in the discussions). If you are inadvertently unavailable for interview at the time of the review visit, you will be asked to submit a written comment to the review team for that date.

The review team is there to establish facts in relation to an individual or service review and to make recommendations to improve patient care. You are encouraged to talk openly to the review team and to view this process as an opportunity to make improvements.

What happens after the review visit?

Within a few weeks of the review, the review team will produce a report, which will detail their findings and recommendations.

Once the report has been finalised and sent to the healthcare organisation, it becomes their property. It is for them to decide how the report should be used and who should see the report.

While the report will not attribute comments to interviewees, a record of the interview will be kept and the College may be required by law to disclose it.

The College hopes that this invited review visit will be helpful. The College is grateful for your time and assistance.

Appendix 9

Record of the case note review

<p>Case number:</p> <p>Name of doctor:</p> <p>Date of invited review visit:</p>
<p>Brief summary of case including dates when the patient was seen and her age</p>
<p>Findings from case notes (give examples in each section)</p>
<p>General quality of the notes and records (must be legible and include signature, date and all essential information)</p> <p>Entirely satisfactory <input type="checkbox"/> Satisfactory with room for improvement <input type="checkbox"/> Unsatisfactory (major concerns) <input type="checkbox"/></p> <p>Examples:</p>
<p>Any indications about the doctor's diagnostic skills/use of resources/investigations</p> <p>Entirely satisfactory <input type="checkbox"/> Satisfactory with room for improvement <input type="checkbox"/> Unsatisfactory (major concerns) <input type="checkbox"/></p> <p>Examples:</p>

Any indications about the doctor's clinical management skills

Entirely satisfactory Satisfactory with room for improvement Unsatisfactory (major concerns)

Examples:

Any indications about the doctor's technical/clinical/operative skills

Entirely satisfactory Satisfactory with room for improvement Unsatisfactory (major concerns)

Examples:

Any indications about the doctor's communication with the patient/GP/trainees/other healthcare professionals

Entirely satisfactory Satisfactory with room for improvement Unsatisfactory (major concerns)

Examples:

Any other conclusions which might be drawn from the notes and records

Signed (assessor):

Date:

Appendix 10

Sample interview record form (service review)

Name of department:	
Name and job title of interviewee:	
Date of interview:	
Time interview commenced:	Time interview ended:
In what capacity and for how long has the interviewee worked at the organisation?	
How did the interviewee describe the department's standard of practice, supported by examples?	
How well does the interviewee think that the department keeps up to date?	
How effectively does the department use national guidelines in the management of patients?	
How well do the doctors communicate with patients, each other and other colleagues?	
How well does the department work as a team, using formal and informal mechanisms?	

In the interviewee's experience, how well does the department respond in an emergency?

What, in the interviewee's opinion, are the department's strengths, supported by examples of good practice and good patient care?

What, in the interviewee's opinion, are the department's weaknesses, again supported by examples?

In the interviewee's view, are there any organisational issues that might contribute to the way in which the department performs?

What changes (if any) does the interviewee think would be appropriate to resolve the issue(s) under consideration?

Any other relevant comments that the interviewee wishes to make

Signed (assessor):

Date:

Appendix II

Sample interview record form (individual performance review)

Name of doctor:	
Name and job title of interviewee:	
Date of interview:	
Time interview commenced:	Time interview ended:
Does the interviewee work directly with the doctor? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, in what capacity and for how long?	
How did the interviewee describe the doctor's standard of practice and how does it compare with the standard of his or her colleagues?	
How well does the interviewee think that the doctor keeps up to date?	
How effectively does the doctor use resources and investigations in the management of his or her patients? How does this compare with his or her colleagues?	
How well does the doctor communicate with patients and colleagues?	

How well does the doctor work in a team?

What, in the interviewee's opinion, are the doctor's strengths, supported by examples of good practice and good patient care?

What, in the interviewee's opinion, are the doctor's weaknesses, again supported by examples?

In the interviewee's view, are there any organisational issues that might contribute to the way in which the doctor practices?

What changes (if any) does the interviewee think would be appropriate to resolve the issue(s) under consideration?

Any other relevant comments that the interviewee wishes to make

Signed (assessor):

Date:

Appendix 12

Sample follow-up letter to the healthcare organisation or responsible officer

IN CONFIDENCE

Dear

Re:

I refer to the College review to assess [name of organisation or doctor] that reported in [month and year of report]. I am writing to enquire as to what progress has been made in implementing the recommendations made by the assessors from the review in [month and year of review]. To help you to do this, I have attached an action plan, where you can describe what progress you have made in implementing the recommendations of the RCOG invited review team's report. If you have been unable to implement any of the recommendations, or you have decided against implementation, please give your reasons.

We very much hope that the report recommendations were helpful in improving the issues that led to the review becoming necessary, and we are keen to learn what progress has been made in implementing the recommendations and would therefore be grateful if you could complete and return the enclosed follow-up form. This not only provides useful feedback for evaluating the value of such a service, but also serves to reassure the College about the healthcare organisation's ability to provide a safe service.

We look forward to hearing from you.

Yours sincerely

Director of Clinical Quality

	Recommendation	Action taken
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

How successful has the review been in helping to resolve the problems which you identified?

Overall, how would you describe the value of the review and recommendations? Please explain if the review did not meet your expectations.

Has the report been shared with the CQC or any other regulatory organisation?

The College reserves to itself the right to disclose in the public interest in confidence to the Department of Health, the General Medical Council or any other appropriate regulatory body the results of any investigation and/or of any advice or recommendation made by the College or the assessors to the healthcare organisation.

Appendix 13

Academy of Medical Royal Colleges principles for the conduct and quality assurance of invited reviews

One of the objectives of Royal Colleges is to translate advances in knowledge and technology into evidence-based standards of practice which facilitate high quality, safe care for patients. Although Royal Colleges are not responsible for regulating standards in health care, healthcare providers may sometimes require external specialty advice in order to make an appropriate response to adverse events, complaints or concerns about standards of clinical practice. Invited reviews can provide an independent, fair and professional perspective where local investigatory mechanisms are felt to lack the necessary expertise or independence.

Some Colleges and Faculties do not currently offer invited reviews because other mechanisms for the provision of external advice in these specialty areas already exist and have stood the test of time.

The following broad principles should be followed when commissioning, conducting and following up invited reviews.

1. The overriding aim of invited reviews is to promote patient safety and to support healthcare organisations to take positive action to improve standards of care where this is required.
2. Where a College believes that a request for an invited review is not likely to be the best way of investigating and resolving a concern, it should assist the enquirer by signposting to more appropriate sources of advice.
3. Invited reviews should aim to verify as objectively as possible whether or not a genuine concern exists, and if so, the level of risk it poses to the safety of patients.
4. Invited reviews and any recommendations which result from them should reference relevant published standards and guidelines where these exist.
5. The invited review mechanism should be promoted as a means of assisting organisations to resolve concerns at an early stage and recommendations should be structured to drive improvement in the quality of the clinical service. If a College invited review is delayed until a situation has become adversarial and other attempts to achieve change have failed, the prospects for a clear resolution diminish.
6. Although College invited reviews normally provide advice on a confidential basis to the organisation that commissions the review, learning points and recommendations should, where possible be structured so that they can be shared within the clinical service to facilitate a team-based approach to quality improvement.
7. If, during the course of an invited review, serious concerns emerge about the safety of patients, or if there is an overriding public duty to do so, the College reserves the right to communicate the findings of the review to the relevant regulatory authority. Colleges will not enter into a legal arrangement which limits their ability to disclose to regulatory authorities any urgent or serious patient safety concerns.

8. Concerns which arise about standards of practice or clinical outcomes may relate to a clinical service as a whole, or may appear to relate to the practice of an individual doctor. Some Colleges may at their discretion agree to accept requests for an invited review of the work of an individual doctor. Other Colleges may only offer an invited review of a clinical service. Either way if an invited review identifies variations in practice or outcomes that fall outside nationally accepted norms, this finding will be notified to the organisation which commissions the review for action.
9. If, during the course of an invited review, concerns emerge about the conduct or health or fitness to practise of a doctor, the College will draw these to the attention of the organisation commissioning the review, so that the appropriate mechanisms for investigating and resolving them can be put into action.
10. Three to six months after the final report has been issued the College will contact the healthcare organisation to discuss the outcome of the review visit and implementation of suggested recommendations. Feedback will also be sought in confidence on the conduct of the review to assist in continuous improvement in service.
11. The College has no statutory authority to require action following a performance or service review and can only give recommendations and advice to a healthcare organisation. Any action taken following a performance or service review is the responsibility of the requesting organisation, but where concerns are raised about patient safety, the College would expect the healthcare organisation to address these in a timescale appropriate to the magnitude of the risk, taking advice from the regulators as appropriate. In the event that the healthcare organisation concerned does not take the College's recommended action within a reasonable timescale, the College concerned will reserve the right to contact the regulator directly.
12. Colleges will maintain records of invited reviews in line with data protection (and other relevant) legislation and following the advice provided to them by their legal advisers as appropriate.



Royal College of
Obstetricians &
Gynaecologists

Contact the RCOG Invited Review Office at:



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