



IDF Member Handbook

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1. Introduction

- 1.1. The Independent Doctors Federation (IDF) seeks to be recognised as the UK's leading independent doctors' organisation and represent our members' interests through education, networking, appraisal, revalidation, and regulatory advice.
- 1.2. The IDF has close links with the British Medical Association (BMA), Care Quality Commission (CQC), Department of Health (DH), General Medical Council (GMC), Royal Colleges and all the major private insurance companies and private hospitals.
- 1.3. The IDF is a Designated Body with its own Responsible Officer.
- 1.4. The IDF offers appraisal to all its members who undertake work in the UK which requires them to hold a GMC licence to practise; please note that for this purpose the UK is deemed to include the UK, British Overseas Territories and British Crown Dependencies. The IDF appraisal system is modelled on the NHS system and is recognised by the GMC.
- 1.5. The IDF seeks to work in a spirit of harmonious co-operation with the NHS and supports patient choice. Many IDF members work in both the NHS and the Independent Sector.

2. Equality and Diversity

The IDF welcomes the diversity of its members. Our aim is therefore to provide a safe environment where all members are treated fairly and equally and with dignity and respect. All members are entitled to an equal opportunity to take part in all IDF activities, including sitting on the IDF Committees and Executive Board, accessing the IDF's appraisal and revalidation services and attending or presenting at IDF events.

The IDF is committed to implementing its membership procedures in a way which promotes the fair and equal treatment of all members and eliminates discrimination on the grounds of race, disability, gender, gender reassignment, age, sexual orientation, religion or belief, marriage or civil partnership, pregnancy and maternity. It is the responsibility of all to ensure that they implement this policy in a manner that recognises and respects the diversity of the membership.

To this end IDF employees receive Equality and Diversity training at least once every two years.

3. Objects

- 3.1. The objects (as stated in the IDF Articles of Association filed with Companies House ("the Articles")) for which the Company is established are:
 - 3.1.1. to provide a forum for members of the medical profession wholly or partly engaged in private practice for the exchange of information and discussion on topics of mutual interest;
 - 3.1.2. to represent the interests of members of the medical profession wholly or partly engaged in private practice and to express the views of all those so engaged to governments and other official and unofficial bodies in the United Kingdom and all parts of the world;

- 3.1.3. to institute, promote, support or oppose legislative or other measures and to take all such steps as may seem prudent for altering and improving any existing laws or customs relating to private medical practice;
- 3.1.4. to cultivate and obtain reciprocal relations with kindred associations in all or any other countries of the world for the exchange of information necessary and proper for the furtherance of the objects of the Company;
- 3.1.5. to conduct or sponsor (either alone or in conjunction with any other person or body) investigations, enquiries or research into any matters affecting private medical practice and where possible to collect and circulate statistics and other information relating thereto;
- 3.1.6. to approve, conduct, hold and promote or assist in the conduct, holding or promotion of conferences and seminars relating to topics concerning private medical practice;
- 3.1.7. to provide a meeting place and bring members together that they may, by co-operation and mutual interchange of ideas, advance the interests of the members;
- 3.1.8. to receive subscriptions or donations from members and subscribers in furtherance of all or any of the objects and to provide for the expenses of the Company;
- 3.1.9. to represent the view of the members and to research and report on matters of interest and concern to members;
- 3.1.10. to compile and maintain a database of members; and
- 3.1.11. to do all such things as may be appropriate, ancillary or incidental to, or necessary or desirable in connection with, all or any of the objects mentioned in the foregoing sub-paragraphs.

4. History

- 4.1. The IDF was established in 1989 under the name Independent Doctors Forum and it incorporated as a company limited by guarantee in 1992. It was set up by a group of conscientious, like-minded and enthusiastic doctors working full time in the independent sector, who felt a platform was needed for open discussion, voicing ideas and exchanging views.
- 4.2. Since that time the IDF has grown in stature and significance and has taken on roles which far exceed the boundaries initially envisaged. This has been particularly true with the introduction of appraisal and revalidation and its implications for member doctors. It is also lobbying hard to make sure that the voice of the independent sector is heard within government, DH, GMC and CQC.
- 4.3. Although aptly describing the initial aims of the group it was felt that the word *Forum* no longer fitted with the IDF's changing role and, at a General Meeting held on 11th June 2009, members voted to change the company name from Independent Doctors *Forum* to Independent Doctors *Federation*.

5. IDF Handbook

- 5.1. The IDF has written this Handbook for the benefit and use of its members and this should be read in conjunction with the Articles of Association. This Handbook reflects the rules, regulations and governance of the IDF and IDF members are bound by both this Handbook and the Articles of Association.
- 5.2. The Executive Board has the power to amend this Handbook by a majority vote, provided that the effect of doing so would not amount to an alteration or addition to the IDF Articles which would require a special resolution.

6. IDF Governance Structure

- 6.1. Any GMC registered doctor wishing to be considered for a position on the Executive Board, or any IDF Committee must:
 - 6.1.1. hold a GMC licence to practise;
 - 6.1.2. not have any current GMC sanctions or warnings in place;
 - 6.1.3. not be subject to any current or pending Fitness to Practise or other investigations at the time of appointment or election; and
 - 6.1.4. not breach the disqualification criteria for the Executive Board and the Committees which also apply to those seeking election.
- 6.2. The management structure of the IDF comprises an Executive Board and as many Committees as deemed necessary by the Executive Board.
- 6.3. Any member acting on behalf of the IDF with the agreement of the Executive Board is considered to be an Honorary Officer for the purposes of this Handbook.
- 6.4. Any Honorary Officer who wishes to seek reimbursement from the IDF for any expenses incurred relating to their activity as an Honorary Officer must seek agreement for these expenses from the Managing Director in advance of the activity taking place.
- 6.5. Where a ballot of IDF members takes place, ballot papers will be sent by post to the correspondence address held on file for each member where a UK address is available or by email or other acceptable means of communication at the discretion of the IDF.
- 6.6. Where any section of the ballot paper is not filled in according to the instructions on the paper, it will be considered spoiled and will not count.

7. Executive Board

- 7.1.1. The Executive Board meets no fewer than six times a year. Such meetings may be conducted via video conference or conference call where necessary and this will not obviate the validity of any such meeting. Six Executive Board members must be in attendance for the meeting to be quorate.
- 7.1.2. The remit of the Executive Board is the day-to-day running of the IDF.
- 7.1.3. The Executive Board comprises the following:
 - (a) President (Chair of the Executive Board)
 - (b) President Elect (where this post is active)
 - (c) Treasurer
 - (d) Education Committee Chair
 - (e) GP Committee Chair
 - (f) Regulation Committee Chair
 - (g) Specialist Committee Chair
 - (h) Responsible Officer

- (i) Managing Director
- (j) Revalidation Director
- (k) Such additional IDF members (up to a maximum of two) may be elected to the Executive Board by a majority vote of the Executive Board. These IDF members will be in post for a 3-year term which can be renewed at the discretion of the Executive Board
- (l) A minimum of one and a maximum of two lay members who are appointed for a period of three years which can be renewed at the discretion of the Executive Board.

Committee representatives and others (e.g. Newsletter Editor) may be asked to attend meetings or sections of meetings where their input would be of assistance to the Executive Board.

7.1.4. With the exception of IDF employees all those sitting on the Executive Board, other than those listed in 7.1.3(k) and (l) above, do so as a result of another role they hold, whether by election or appointment as follows;

- (a) The President chairs the Executive Board. The President takes up the role immediately following a one-year period as President Elect.
- (b) The President Elect is elected by the Executive Board for a period of one year. In order to stand for election as President Elect, the individual must be a connected, non-connected or honorary member of the IDF who holds a GMC licence to practise. They must have held a continuous post on an IDF Committee for at least two years at the time of the election.
- (c) The Treasurer is nominated by the President and is appointed by a majority vote of the Executive Board. The Treasurer is appointed for a period of 3 years which can be renewed at the discretion of the Executive Board.
- (d) Committee Chairs must be a connected, non-connected or honorary member of the IDF who hold a GMC licence to practise. They have a seat on the Executive Board resulting from their Committee Chair role.

One person may hold more than one role on the Executive Board. Where this is the case they only have one vote.

If a vote takes place and in the event of a tie, the President will have the casting vote.

If the President is unable to attend a meeting, the Responsible Officer will chair the meeting and, if a vote takes place, will have the casting vote in the event of a tie.

7.1.5. Membership of the Executive Board will cease due to the following:

- (a) Resignation in writing
- (b) Bankruptcy in accordance with Statutory Instrument 2008 No. 2554
- (c) Ceasing to be an IDF member
- (d) Receiving a GMC warning, a constraint to practise, suspension or erasure from the GMC register by a Fitness to Practise panel
- (e) A majority of the Executive Board vote to remove an individual from their position on the Executive Board, provided this is in accordance with the removal process as follows:
 - (i) Any member of the IDF contacts the President to raise a concern regarding an Executive Board member's performance of and/or ability to perform their duties on the Executive Board. Where the concern relates to the President this should, instead, be directed to the Responsible Officer.
 - (ii) Details of the concern are circulated, by email, to all members of the Executive Board, including the subject of the concern.
 - (iii) At the beginning of the next Executive Board meeting, the subject of the concern will be invited to respond.
 - (iv) Those present at the Executive Board meeting will then vote on whether the subject of concern should be removed from their position on the Executive Board. The President, or the Responsible Officer if the concern relates to the President, will have the casting

vote should this be necessary, and the decision of the Executive Board will be final.

If a member of the Executive Board is dismissed through the above process, they automatically relinquish the role which entitled them to sit on the Executive Board. The above (7.1.5) does not apply in respect of IDF employees.

8. IDF Committees

- 8.1.1. The IDF Committees comprise:
- (a) Appraisal Committee;
 - (b) Education Committee;
 - (c) Finance Committee;
 - (d) GP Committee;
 - (e) Regulation Committee;
 - (f) Specialists' Committee; and
 - (g) Any other Committee as the Executive Board may consider appropriate.
- 8.1.2. The general Terms of Reference applicable to all Committees are as follows:
- (a) The Chair of each Committee is appointed by a majority of the Executive Board. In order to be considered for the position of Committee Chair, the individual concerned should have been a member of that Committee for at least one year at time of appointment. The Committee Chair will be appointed for a period of 3 years, which can be renewed at the discretion of the Executive Board.
 - (b) Each Committee will have no fewer than three and no more than eight members, unless otherwise approved by the Executive Board. The number of attendees for a meeting to be quorate will be included within each Committee's specific Terms of Reference.
 - (c) Committee members can either be appointed by the respective Committee Chair with the approval of the Executive Board or elected by IDF members. One position on each Committee, with the exception of the Finance and the Appraisal Committees, will be available to IDF members standing for election every year.
 - (d) Members of Committees will be in post for a 3-year term which can be renewed at the discretion of the Executive Board.
 - (e) Committees will meet at least 3 times a year.
 - (f) Committee Chairs will report back to the Executive Board to seek approval for decisions made at meetings.
- 8.1.3. Each Committee will have Committee specific Terms of Reference in addition to those listed above. These will be agreed by the Committee and approved by the Executive Board.
- 8.1.4. The Finance Committee comprises, as a minimum, the Treasurer (Chair of the Finance Committee), President, Lay Member, Managing Director, Bookkeeper and a Director who is not the President. If this does not mean that a majority of the Directors sit on the Finance Committee, then a further Director(s) should be added in order to achieve this. The President Elect will be invited to attend Finance Committee meetings for the final six months of tenure in the role but will not have voting rights during that time.
- 8.1.5. Membership of the Committees will cease due to the following:
- (a) Resignation in writing
 - (b) Insolvency or Bankruptcy as per Statutory Instrument 2008 Number 2554
 - (c) Ceasing to be an IDF member
 - (d) Receiving a GMC warning, a constraint to practise, suspension or erasure from the GMC register by a Fitness to Practise panel
 - (e) A majority of the Committee vote to remove an individual from their position on the Committee, provided this is in accordance with the removal process as follows:

- (i) Any member of the IDF contacts the Committee Chair to raise a concern regarding a Committee member's performance of and/or ability to perform their duties on the Committee. Where the concern relates to the Committee Chair this should, instead, be directed to the Executive Board.
- (ii) Details of the concern are circulated, by email, to all members of the Committee, including the subject of the concern.
- (iii) At the beginning of the next Committee meeting, the subject of the concern will be invited to respond.
- (iv) Those present at the Committee meeting will then vote on whether the subject of concern should be removed from their position on that Committee. The Committee Chair (or a representative of the Executive Board) will have the casting vote should this be necessary, and the decision of the Committee will be final.

The above (8.1.5) will not apply in respect of employees of IDF.

9. Responsible Officer Advisory Group (ROAG)

The Responsible Officer Advisory Group (ROAG) is in place in order to support the Responsible Officer in their statutory role. The group has the following members:

Responsible Officer
 Revalidation Director
 Revalidation Manager
 Patient Lay Representative

The group meets virtually three times per year to consider key items requiring decision-making to support the role of the Responsible Officer, including but not restricted to the review of a 10% audit of positive revalidation recommendations, review of non-engagement revalidation recommendations and the review of the more complex deferral recommendations made by the Responsible Officer to the General Medical Council as well as fitness to practise issues. Ad hoc meetings can be convened as required should a situation arise which would benefit from ROAG's input. The Patient Lay Representative also has a seat on the Appraisal Committee.

10. Financial Prudence

As an employer and as a designated body for revalidation, the IDF needs to hold significant reserves to protect its employees and members. The IDF needs to adopt and maintain a prudent and careful financial management system. The Finance Committee has set the prudent guidelines below to ensure that the IDF holds sufficient reserves to meet its obligations:

- (a) Cash reserves representing 3 months' expenditure to be held at all times
- (b) At least a further 3 months' expenditure held in readily accessible reserves (cash, bonds, investments etc.)
- (c) Total reserves of between 6 and 9 months' expenditure are subject to review and may be held in cash, in investments or spent for the benefit of members
- (d) Reserves in excess of 9 months' total expenditure should be held in longer term investments wherever commercially reasonable or used by the Executive Board at their discretion for the benefit of members
- (e) Total reserves not to exceed 24 months' expenditure

Budgets can only be agreed where they allow the IDF's reserves to remain within the criteria above. The IDF's position against these criteria is reviewed monthly against the annual forecast expenditure at that time and any necessary action taken.

11. Membership

i. Categories of Membership

11.1. The IDF has the following members:

- 11.1.1. Non-Connected members
- 11.1.2. Connected members
- 11.1.3. Honorary members
- 11.1.4. Retired members
- 11.1.5. Corporate members

IDF connected membership is the only category of membership which constitutes being a 'member' of the IDF as referenced in The Medical Profession (Responsible Officers) Regulations 2010 (<http://www.legislation.gov.uk/ukdsi/2010/9780111500286/contents>) as subsequently amended <http://www.legislation.gov.uk/uksi/2013/391/contents/made> and <http://www.legislation.gov.uk/uksi/2019/248/part/4/made>

ii. Non-Connected Membership

Non-connected membership is open to any GMC registered doctor whose application is approved.

- 11.2. Applications for non-connected membership can be made by those who are not already connected members of the IDF
- 11.3. All applications for non-connected membership will be processed by the IDF Membership Administrator and may be reviewed by the IDF Executive Board. The decision of the Executive Board regarding any application is final and may not be appealed.
- 11.4. When an application is approved, the new non-connected member is granted membership with an initial one-year probationary period. Successful completion of this period will be tacit; should the IDF wish to terminate a doctor's membership within the first year of joining they will advise the doctor in writing giving at least one month's notice.
- 11.5. All non-connected members of the IDF agree, as a condition of their membership, that the IDF can contact the GMC or any other appropriate body having a statutory interest in the conduct of medical practitioners about them without referral to that member.

iii. Connected Membership

- 11.6. Connected membership is open to doctors who are not already non-connected members who meet the following joining criteria and whose application is approved. To meet the joining criteria, applicants must:
 - 11.6.1. have a GMC licence to practise with no:
 - (a) current GMC sanctions to practise;
 - (b) current GMC warnings; or
 - (c) current or pending Fitness to Practise investigations of which they are the subject;
 - 11.6.2. undertake all or some of their work in the Independent Medical Sector. This means that at least one area of practice must take place outside the NHS and within the UK. Please note that if clinical work is undertaken at least one area of clinical practice must take place outside the NHS and within the UK and must include consulting with private patients. Please note that for this purpose the UK is deemed to include the UK, British Overseas Territories and British Crown Dependencies. For those doctors undertaking digital healthcare work overseas, this will be considered work in the UK if the work they undertake is for a UK based company which is CQC registered;
 - 11.6.3. practise in such a way that IDF connected membership, if granted, would establish a prescribed connection to the IDF. Applicants must also sign and return the IDF

- revalidation declaration (which covers, amongst other things, the proportion of the applicant's UK and overseas medical practice, their English language competence and countries covered by their scope of work); applicants are advised to refer to the online designated body tool on the GMC website to answer any queries regarding the designated body to which they should connect;
- 11.6.4. provide a copy of the appraisal outputs from their most recent completed appraisal. Where this is more than 15 months old an explanation for the lack of a current appraisal must be provided.
 - 11.6.5. provide information regarding their CQC registration status, if requested, as well as providing any requested information in relation to their scope of work
- 11.7. All applications for connected membership must be made online via the IDF website.
- 11.8. An application for connected membership will remain open for three months from the date of application. After this time, it will be archived. Applicants wishing to continue with their application should contact IDF Administration in the first instance; at this point the applicant will be sent a second application form which they must verify, update as necessary, and return to IDF Administration. Upon receipt of the second application form there is a period of 28 days for the application process to be completed, otherwise it will be archived for a second time. If the application is archived for a second time, the applicant may only reapply with the agreement of the IDF.
- 11.9. All applications for connected membership will be reviewed by the IDF Responsible Officer and the IDF Revalidation Team. The decision of the Responsible Officer regarding any application is final and may not be appealed. One possible outcome of an application for connected membership is that non-connected membership will be offered instead, should this be deemed more appropriate. In this circumstance the application will be reviewed in line with points 11.2 – 11.5 above.
- 11.10. Where an application for connected membership is not approved, the applicant would need to seek the agreement of the IDF Responsible Officer before submitting a further application for connected membership.
- 11.11. When an application is approved, the new connected member is granted membership with an initial one-year probationary period. Successful completion of this period will be tacit; should the IDF wish to terminate a doctor's membership within the first year of joining they will advise the doctor in writing giving at least one month's notice.
- 11.12. All connected members of the IDF agree, as a condition of their membership, that the IDF can contact the GMC or any other appropriate body having a statutory interest in the conduct of medical practitioners about them without referral to that member.
- 11.13. When connected members sign up to revalidate through the IDF they are e-mailed a designated body connection fee invoice which must be settled within 28 days; please see point 19.6 below for details of the fee structure. If no payment is received, they will be sent an invoice reminder via email giving a further 28 days for the payment to be made. If payment is not received by this date, their connected membership will be amended to non-connected membership. If payment is received within 28 days of the date of amendment, then their connected membership will be re-activated. After this time, they will need to re-apply for IDF connected membership.
- 11.14. Connected members who notify the IDF that their designated body is changing but the details have not been amended on the GMC portal, can retain their IDF connected membership as long as they update their GMC online account to show the correct

designated body within 28 days. If this has not been amended after 28 days, they will be notified that their connected membership will be amended to non-connected membership.

11.15. Connected members who advise they have retired who still hold a GMC Licence to Practise must provide to the IDF, within 28 days, confirmation from the GMC that their registration status is due to be changed. If this is not received their connected membership will be amended to non-connected membership.

iv. Non-connected members seeking to convert to IDF connected membership

Any non-connected member wishing to convert to IDF connected membership in order to benefit from IDF revalidation services is required to;

- complete, sign and return the IDF revalidation declaration (which covers, amongst other things, the proportion of the applicant's UK and overseas medical practice, their English language competence and countries covered by their scope of work); applicants are advised to refer to the online designated body tool on the GMC website to answer any queries regarding the designated body to which they should connect
- provide a copy of their previous full appraisal, if not carried out via the IDF appraisal process
- provide details of their current scope of work if it has changed since their most recent appraisal or provide written confirmation that it has not changed
- provide details of their full Designated Body history
- disclose any GMC current or pending cases and/or GMC sanctions

11.16. All non-connected member requests for conversion to connected membership must be made to the IDF Revalidation Team who will facilitate this process.

For those non-connected members who applied after 5th March 2019 there will be a £100 application fee levied for this conversion process.

11.17. All non-connected member requests for conversion to connected membership will be reviewed by the Revalidation Team. The decision of the Responsible Officer regarding any application is final and may not be appealed.

11.18. When an application is approved, the new connected member is granted membership with an initial one-year probationary period. Successful completion of this period will be tacit; should the IDF wish to terminate a doctor's membership within the first year of becoming an IDF Connected member they will advise the doctor in writing giving at least one month's notice.

11.19. All connected members of the IDF agree, as a condition of their membership, that the IDF can contact the GMC or any other appropriate body having a statutory interest in the conduct of medical practitioners about them without referral to that member.

12. Data Security

The IDF considers the security of the IDF website to be paramount. Industry standard 128 bit SSL encryption is used for all pages - this is the same technology used by banks to protect customer financial details from hackers. All member only documents are stored outside the web accessible file system and streamed through an authentication provider to ensure only authorised access. In addition, a strong password policy is implemented to

prevent guessing of passwords, passwords are stored one-way encrypted so even admins cannot view them, and an automatic lock-out system prevents repeat attempts at password hacking.

13. Complaints Regarding IDF Employees

Should a member wish to raise a complaint regarding an IDF employee this should be made in writing to the Managing Director in the first instance. If the complaint is about the Managing Director or the Responsible Officer, it should be made in writing to the IDF President.

14. Subscriptions and IDF Account Details

14.1. A non-refundable joining fee of £100 is payable at the time of applying for IDF connected membership. A conversion fee of £100 is payable at the time of applying for connected membership by non-connected members who applied to join the IDF on or after 5th March 2019.

14.2. An annual membership subscription is payable by direct debit at the following rates:

14.2.1. Connected and non-connected members practising within the M25 - £375

14.2.2. Connected and non-connected members practising wholly outside the M25 - £325

14.2.3. Retired members (those who are no longer working and who no longer hold a GMC licence to practise) - £25

14.2.4. Honorary members – Nil

or such other amount as should be determined by the Executive Board from time to time.

14.3. The annual membership subscription is non-refundable.

14.4. The IDF will only request that Bacs payments for services be made to the account listed below;

Account Name: IDF

Sortcode: 20-65-90

Account No: 93593746

15. Resignation

15.1. A member may resign at any time with immediate effect.

15.2. Members must inform the IDF of their resignation in writing either by email or by post.

15.3. Should a former member subsequently wish to take up membership again after a period of 28 days, they are required to re-apply.

16. Code of Conduct

16.1. All members of the IDF are required to abide by the GMC's core guidance for doctors *Good Medical Practice*, the IDF Articles of Association and the rules laid down in this Handbook.

16.2. There is an expectation that IDF staff and Honorary Officers should be treated politely and with respect; they should not be expected to tolerate abusive, offensive or threatening behaviour.

16.3. If the IDF becomes aware of unacceptable conduct by an IDF member or applicant, it may:

16.3.1. state when behaviour is unacceptable;

16.3.2. request that the unacceptable behaviour ceases immediately;

- 16.3.3. consider restricting the doctor's contact with IDF staff and Honorary Officers if the behaviour continues, for example, by requesting that contact be in writing only, that a named member of staff or Honorary Officer be contacted or by restricting telephone calls to specified days and times;
 - 16.3.4. consider ending contact if the unacceptable behaviour continues; and
 - 16.3.5. in extreme cases, consider reporting matters to the police if the behaviour threatens the safety and welfare of IDF staff or Honorary Officers.
- 16.4. In addition, members are advised that:
- 16.4.1. Payments must be made on time;
 - 16.4.2. Bookings should be honoured or apologies sent; and
 - 16.4.3. Correspondence should receive a reply in a timely fashion.
- 16.5. Failure to abide by this Code of Conduct may result in not granting membership to an applicant or termination of an existing membership.

17. Breakdown of Trust

In circumstances where there has been a breakdown of trust between a member and the IDF, or where the IDF Executive Board considers a member's conduct to be inconsistent with IDF values, the IDF reserves the right to terminate that doctor's membership with immediate effect.

18. Suspension

- 18.1. If a matter relating to a member comes to the attention of the Executive Board over which it has concern, the Executive Board is entitled to consider the matter and suspend the doctor's membership for a period deemed appropriate while the matter is considered.
- 18.2. Members do not have any of the privileges of membership during the suspension of their membership.
- 18.3. Members may not suspend their own membership. If a member wishes to terminate their membership, they must send written notification of their resignation to IDF Administration in accordance with Clause 14. Should a former member subsequently wish to take up membership again after a period of 28 days, they are required to re-apply.

19. Appraisal

The IDF runs an appraisal system exclusively for its members. The appraisal process is outlined in the IDF Medical Appraisal Policy. It entails completion of the IDF's bespoke online appraisal form, scanning and uploading all supporting information, followed by online completion of the appraisal outputs; the only element of the appraisal which is not carried out online is the appraisal meeting itself which normally takes place face to face. This requires a reasonable level of proficiency with e-mailing, scanning documents and the internet. The IDF is not resourced to be able to offer training in IT skills.

- 19.1. A random pairing will be made, and the member will be informed of the appraiser's name and contact details. Assuming both are happy for the pairing to continue they may meet for 3 consecutive appraisals before a new pairing will be necessary. Please note that the IDF Revalidation Team must be informed in advance of these subsequent meetings.
- 19.2. The first step in the process is to read through the IDF Medical Appraisal Policy and then to sign and return the appraisee letter contained within it. Each appraisal costs £830; the initial non-refundable £240 is paid at the outset and, once it is received, the appraisal form is activated; the remaining £590 must be paid in advance of the appraisal meeting.

19.3. All IDF appraisers have been trained and must attend update training at least once every revalidation year in order to remain on the list of IDF appraisers. The appraisal process is subject to both internal and external quality assurance.

20. Revalidation

20.1. Revalidation is a requirement for all GMC registered doctors who wish to retain their licence to practise. It should be a positive process which adds value for the doctor without being unnecessarily burdensome. Only doctors who have a licence to practise are able and required to revalidate. Revalidation aims to give extra confidence to patients that their doctor is being regularly checked by their designated body and the GMC.

20.2. Revalidation requires regular appraisals based on the GMC's core guidance for doctors, *Good Medical Practice*.

20.3. The Department of Health has set out which Responsible Officer each doctor must relate to and this can be worked through using the GMC online tool found via the following link http://www.gmc-uk.org/doctors/revalidation/designated_body_tool_landing_page.asp

20.4. IDF connected membership gives members a prescribed connection to the IDF as a designated body.

20.5. Connected members must sign and return the IDF revalidation declaration/contract which is found in the IDF Revalidation Policy. This covers, amongst other things, the proportion of the doctor's UK and overseas medical practice, English language competence and countries covered by their scope of work.

20.6. The IDF revalidation year runs from 1st April – 31st March.

The annual cost for connecting to the IDF as a designated body is £355 and is due on 1st April each year. Members who sign up for revalidation part way through a revalidation year are required to immediately pay the £355 fee for the current year. Further fees will be due at the same time for any previous years in the doctor's current revalidation cycle at the rate charged at the time of those outstanding years (£300 for the years from 2012-'13 to 2015-'16, £330 for the years 2016-'17 to 2021-'22 and £355 thereafter). This applies whether or not the doctor has been previously connected to a different designated body. This additional fee covers the work of the Revalidation Team in collating all relevant information and tracking the doctor's progress towards revalidation for each year in the doctor's current revalidation cycle. This work is required whether or not the doctor was connected to the IDF at the time and regardless of when their recommendation falls due. Without this work the IDF RO would not be fulfilling the obligations outlined in the Responsible Officer Regulations and might not be in a position to make a recommendation to the GMC at the appropriate time. Furthermore, the additional fee covers the work the IDF has to undertake in order to remain compliant as a designated body.

20.7. Full details of the IDF revalidation process can be found in the IDF Revalidation Policy.

20.8. All IDF members must undertake mandatory training as specified by their Responsible Officer.

21. Patient Complaints

21.1. All members should have a comprehensive written procedure for handling complaints and give clear information about the process to inform complainants' expectations. This should be updated regularly and be easily accessible to patients on members' websites (should they have one).

- 21.2. All connected members must sign up to the IDF Patient Complaints Procedure unless the terms of their employment contract or membership of a professional association require them to use an alternate complaint mechanism.
- 21.3. Any connected member who is required to use an alternative complaint mechanism must forward full details of any complaint to the IDF within 14 days of the complaint process being finalised, in order that they can be shared with ISCAS to comply with any relevant information sharing agreements.
- 21.4. Non-connected members who hold a GMC licence to practise, where at least one area of their clinical practice is not covered by a three stage complaint process ending in adjudication at ISCAS, can choose to make use of the IDF Complaint Resolution Procedure for this element(s) of their work. This requires the non-connected member to sign and return the IDF Patient Complaint Procedure Registration Form found on the member Patient Complaints Procedure page of the IDF website. This requires the member's complaint procedure to be based on the process and timescales laid out in the IDF Complaint Resolution Procedure template and for this to be made available to all their patients. The procedure must make it clear that the process comprises the steps laid out in sections 20.6.1 to 20.6.3 below.
- 21.5. In order for a complaint to be eligible for IDF review at Stage 2 and, ultimately, adjudication at Stage 3 the doctor must have been signed up to the IDF Patient Complaints Procedure at the time of the incident about which the complaint is made.
- 21.6. The IDF Patient Complaints Procedure comprises the following 3 stages:
 - 21.6.1. Stage 1 involves the doctor and the practice which is the subject of a complaint;
 - 21.6.2. At Stage 2 the Complaint Manager considers the complaint with input from the complainant and the doctor who is the subject of the complaint. The Complaint Manager may convene a Complaint Committee consisting of any party considered necessary by the Complaint Manager to assist them in Stage 2 of the process.; and
 - 21.6.3. Thereafter, unresolved complaints can move into Stage 3 with referral to the Independent Sector Complaints Advisory Service (ISCAS), an independent body.
- 21.7. Please note that participating connected and non-connected members are obliged to pay to the IDF any ISCAS fees where applicable, including the cost of any expert opinion sought as part of the adjudication process. In addition, they are obliged to abide by any alternative resolution suggested at Stage 2 and/or any award made by the ISCAS adjudicator at Stage 3 even if they resign their IDF membership during the progress of the complaint.
- 21.8. Access to the IDF complaint process is only available to IDF non-connected members who have signed up to the process and IDF connected members. Other doctors in the same practice will not automatically be covered by the IDF process and a practice may therefore be required to run two different complaint processes for their doctors simultaneously. In this situation practices may wish to consider approaching ISCAS to become an ISCAS subscriber in their own right. More information is available on the ISCAS website, accessible at: www.iscas.org.uk

22. Responding to Concerns

- 22.1. The IDF has a Responding to Concerns Policy which is available to all members. The policy details the actions that will be taken when the IDF has a concern about the professional conduct and/or clinical performance of an IDF member.
- 22.2. The policy follows the guidance and structure provided in the Revalidation Support Team publication *Supporting Doctors to Provide Safer Healthcare, (March 2013)* and draws on the National Clinical Assessment Service (NCAS) document *How to Conduct a Local Performance Investigation (January 2010)*. It aims to ensure that patient safety is maintained while

providing a supportive approach to the management of underperformance that can be remediated.

- 22.3. The purpose of the policy is to ensure that there is a robust, rigorous, clear, fair, consistent, non-discriminatory and lawful approach for handling concerns about IDF members, which adheres to relevant and appropriate national guidance and regulations regarding the identification, investigation, management and resolution of clinical underperformance, unprofessional conduct and/or doctor's health issues which put the safety of patients at risk. Whistle blowers will be protected by the provisions of The Public Interest Disclosure Act 1998.
- 22.4. The policy should be read in conjunction with the IDF Medical Appraisal Policy, IDF Revalidation Policy and details of the IDF Patient Complaints Procedure.
- 22.5. Where anyone has concerns about an IDF member these should be brought to the IDF Responsible Officer who will decide the correct course of action. This may involve liaising with the doctor's Responsible Officer where the doctor is connected elsewhere. Where the doctor is connected to the IDF the IDF Responsible Officer will decide whether to make an immediate GMC referral, to invoke the IDF Responding to Concerns Policy, to suggest the IDF Support for Doctors mechanism or whether a combination of these processes might be most appropriate.

23. Support for Doctors

- 23.1. The IDF has offered support to its members since its inception. Networking, and the resulting collegiate support this brings, remain a fundamental part of the IDF's ethos.
- 23.2. The IDF has established a Psychiatric Support Network for members who feel they have a mental health issue. Details of the network can be found by members when logged in to the IDF website.
- 23.3. In addition, the IDF has a role in signposting members to external confidential support for doctors. Details of available services can be found by members when logged in to the IDF website.

24. General Meetings (as stated in the IDF Articles of Association)

24.1. Attendance and speaking at general meetings

- 24.1.1. *A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.*
- 24.1.2. *A person is able to exercise the right to vote at a general meeting when—*
- (a) *that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and*
 - (b) *that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.*
- 24.1.3. *The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.*

24.2. Quorum for general meetings

No business other than the appointment of the Chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. Fifteen qualifying persons present in person or by proxy are a quorum.

24.3. Chairing general meetings

- 24.3.1. *If the directors have appointed a Chair, the Chair shall chair general meetings if present and willing to do so.*
- 24.3.2. *If the directors have not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start—*
- (a) *the directors present, or*
 - (b) *(if no directors are present), the meeting, must appoint a director or member to chair the meeting, and the appointment of the Chair of the meeting must be the first business of the meeting.*
- 24.3.3. *The person chairing a meeting in accordance with this article is referred to as “the Chair of the meeting”.*

24.4. Attendance and speaking by directors and non-members

- 24.4.1. *Directors may attend and speak at general meetings, whether or not they are members.*
- 24.4.2. *The Chair of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.*

24.5. Adjournment

- 24.5.1. *If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chair of the meeting must adjourn it.*
- 24.5.2. *(2) The Chair of the meeting may adjourn a general meeting at which a quorum is present if—*
- (a) *(a) the meeting consents to an adjournment, or*
 - (b) *(b) it appears to the Chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.*
- 24.5.3. *(3) The Chair of the meeting must adjourn a general meeting if directed to do so by the meeting.*
- 24.5.4. *When adjourning a general meeting, the Chair of the meeting must—*
- (a) *either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and*
 - (b) *have regard to any directions as to the time and place of any adjournment which have been given by the meeting.*
- 24.5.5. *If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days’ notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)—*
- (a) *to the same persons to whom notice of the company’s general meetings is required to be given, and*
 - (b) *containing the same information which such notice is required to contain.*
- 24.5.6. *No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.*

24.6. Voting: general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

24.7. Errors and disputes

- 24.7.1. *No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.*
- 24.7.2. *Any such objection must be referred to the Chair of the meeting whose decision is final.*

24.8. Poll votes

- 24.8.1. *A poll on a resolution may be demanded—*
 - (a) *in advance of the general meeting where it is to be put to the vote, or*
 - (b) *at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.*
- 24.8.2. *A poll may be demanded by—*
 - (a) *the Chair of the meeting;*
 - (b) *the directors;*
 - (c) *two or more persons having the right to vote on the resolution; or*
 - (d) *a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.*
- 24.8.3. *A demand for a poll may be withdrawn if—*
 - (a) *the poll has not yet been taken, and*
 - (b) *the Chair of the meeting consents to the withdrawal.*
- 24.8.4. *Polls must be taken immediately and in such manner as the Chair of the meeting directs.*

24.9. Content of proxy notices

- 24.9.1. *Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—*
 - (a) *states the name and address of the member appointing the proxy;*
 - (b) *identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;*
 - (c) *is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and*
 - (d) *is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.*
- 24.9.2. *The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.*
- 24.9.3. *Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.*
- 24.9.4. *Unless a proxy notice indicates otherwise, it must be treated as—*
 - (a) *allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and*
 - (b) *appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.*

24.10. Delivery of proxy notices

- 24.10.1. *A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person.*
- 24.10.2. *An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.*
- 24.10.3. *A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.*

24.10.4. *If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.*

24.11. Amendments to resolutions

24.11.1. *An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—*

- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chair of the meeting may determine), and*
- (b) the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.*

24.11.2. *A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—*

- (a) the Chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and*
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.*

24.11.3. *If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair's error does not invalidate the vote on that resolution.*

25. Winding up and Dissolution (as stated in the IDF Articles of Association)

25.1.1. *Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company, contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributions among themselves, such amount as may be required not exceeding one pound (£1).*

25.1.2. *If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid or distributed among the members of the Company.*