IDF Handbook

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Contents

1. Introduction .................................................................................................................... 2
2. Objects .......................................................................................................................... 2
3. History ......................................................................................................................... 3
4. IDF Handbook ............................................................................................................ 3
5. IDF Governance Structure ......................................................................................... 3
6. IDF Board of Governors ............................................................................................ 4
7. Executive Committee ................................................................................................. 5
8. IDF Committees ......................................................................................................... 6
9. Membership ................................................................................................................ 7
   i. Joining Criteria ............................................................................................................ 7
   ii. Membership Application Process ........................................................................... 8
   iii. Requirements for Ongoing Membership .............................................................. 8
   iv. Complaints Regarding IDF Employees .................................................................. 9
10. Subscriptions and IDF Account Details .................................................................. 9
11. Resignation ................................................................................................................. 10
12. Code of Conduct ...................................................................................................... 10
13. Suspension ............................................................................................................... 10
14. Breakdown of Trust .................................................................................................. 11
15. Appraisal .................................................................................................................. 11
16. Revalidation ............................................................................................................. 11
17. Patient Complaints ................................................................................................... 12
18. Responding to Concerns ......................................................................................... 12
19. Support for Doctors ................................................................................................. 13
20. General Meetings (as stated in the IDF Articles of Association) ............................ 14
21. Winding up and Dissolution (as stated in the IDF Articles of Association) ............. 16
1. **Introduction**

1.1. The Independent Doctors Federation (IDF) is the most innovative, forward thinking and active independent medical practitioner organisation in Great Britain. We are recognised as the nationwide voice of independent doctors in all matters relating to private medicine, their education and revalidation.

1.2. The IDF has close links with the British Medical Association, Care Quality Commission, Department of Health, General Medical Council, Royal Colleges and all the major private insurance companies and private hospitals. The IDF is a Designated Body with its own Responsible Officer.

1.3. The IDF offers appraisal to its members modelled on the NHS system which is recognised by the GMC. It seeks to work in a spirit of harmonious co-operation with the NHS and to offer choice to patients. Many IDF members work in both the NHS and the Independent Sector.

2. **Objects**

2.1. The objects (as stated in the IDF Articles of Association filed with Companies House (“the Articles”) for which the Company is established are:

2.1.1. 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;

2.1.2. 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;

2.1.3. 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;

2.1.4. 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;

2.1.5. 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;

2.1.6. 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;

2.1.7. 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;

2.1.8. 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;
2.1.9. to represent the view of the members and to research and report on matters of interest and concern to members;

2.1.10. to compile and maintain a database of members; and

2.1.11. 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.

3. **History**

3.1. 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.

3.2. 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.

3.3. 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*.

3.4. Membership of the IDF currently stands at approximately 1200 - these are all GMC registered doctors in Independent Practice and include both GPs and specialists. In addition there are approximately 50 corporate sponsors.

4. **IDF Handbook**

4.1. The IDF has written this Handbook for the benefit and use of its members and this should be read in conjunction with the Articles. This Handbook reflects the rules, regulations and governance of the IDF from time to time and IDF members are bound by both this Handbook and the Articles.

4.2. The Executive Committee has 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.

5. **IDF Governance Structure**

5.1. Any GMC registered doctor wishing to be considered for a position on the Board of Governors, the Executive Committee or any other IDF Committee must:

5.1.1. hold a GMC licence to practise;

5.1.2. not have any current GMC sanctions or warnings in place;

5.1.3. not be subject to any current or pending Fitness to Practise or other investigations at the time of appointment or election; and

5.1.4. not breach the disqualification criteria for the Board and the Committees which also apply to those seeking election.
5.2. The management structure of the IDF comprises a Board of Governors, an Executive Committee and as many Committees as deemed necessary by the Executive Committee.

5.3. Any member acting on behalf of the IDF with the agreement of the Executive Committee is considered to be an Honorary Officer for the purposes of this Handbook.

5.4. 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.

5.5. 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.

6. IDF Board of Governors

6.1.1. The Board of Governors meets not less than 3 times a year. 4 Board members must be in attendance for the meeting to be quorate.

6.1.2. The remit of the Board is:
(a) oversight of the overall governance, strategy, finance, progress of Committees, staffing and remuneration of the IDF and its members; and
(b) delegating matters relating to professional and public policy and matters which support members to the Executive Committee.

In furtherance of the above, members of the Executive Committee, Chairmen of Committees created by the Board and others may be invited to attend Board meetings to the extent that such attendance is relevant to the agenda of the meeting.

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

6.1.3. The Board comprises the following:
(a) 2 lay members
(b) Treasurer
(c) Responsible Officer
(d) CEO
(e) 3 IDF members
(f) President
(g) President Elect

6.1.4. Appointment to the Board is as follows:
(a) Lay members are appointed by the Executive Committee for a term of 2 years after which time they shall be eligible for reappointment by the same process
(b) The Chairman is appointed by the Board of Governors
(c) One of the IDF members is appointed by the Executive Committee and the 2 remaining IDF members are elected by a ballot of IDF members. The IDF members’ tenure on the Board is 3 years which can be renewed for such further period or periods of 3 years, in any event not exceeding 9 years in total following which such member may not stand for election until 3 years following their appointment. If fewer than 2 IDF members stand for election then the place(s) are filled by appointment by the Executive Committee.

6.1.5. Membership of the 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 (this does not apply to the lay members)
(d) Receiving a GMC warning, a constraint to practise, suspension or erasure from the GMC register.

(e) A majority of the Board of Governors vote to remove an individual from their position on the Board, provided this is in accordance with the removal process as follows:
(i) Any member of the IDF contacts the Chairman of the Board to raise a concern regarding a Board member’s performance of and/or ability to perform their duties on the Board. Where the concern relates to the Chairman, this should, instead, be directed to the other lay member on the Board.

(ii) Details of the concern are circulated, by email, to all members of the Board, including the subject of the concern.

(iii) At the beginning of the next Board meeting, the subject of the concern will be invited to respond.

(iv) Those present at the Board meeting will then vote on whether the subject of concern should be removed from their position on the Board. The Chairman (or the other lay member if the concern relates to the Chairman has the casting vote should this be necessary and the decision of the Board will be final.

The above will not apply in respect of employees of IDF.

7. **Executive Committee**

7.1.1. The Executive Committee meets no less than 6 times a year. Such meetings may be conducted via conference call where necessary and this will not obviate the validity of any such meeting. 4 Exec members must be in attendance for the meeting to be quorate.

7.1.2. Chairmen of Committees and such other persons may be invited to attend Executive Committee meetings or sections of such meetings to the extent that such attendance is relevant to the agenda of the meeting.

7.1.3. The remit of the Executive Committee is the day-to-day running of the IDF.

7.1.4. The Executive Committee comprises the following:

(a) President (Chairman of the Committee)
(b) President Elect
(c) Treasurer
(d) GP Committee Chairman
(e) Specialist Committee Chairman
(f) Regulation Committee Chairman
(g) Responsible Officer
(h) CEO
(i) Revalidation Director

Committee representatives and others (e.g. IDFET Chairman, Newsletter Editor, and Corporate Representative to Council) may be asked to attend meetings or sections of meetings where their input would be of assistance to the Executive Committee.

7.1.5. All those sitting on the Executive Committee do so as a result of other roles they hold, whether by election or appointment as follows:

(a) The President chairs the Executive Committee. The President takes up the role immediately following a 2 year period as President Elect, with the approval of the Board of Governors. The Executive Committee Chairman is appointed for a period of 2 years.

(b) The President Elect is elected by the Executive Committee for a period of 2 years. In order to stand for election as President Elect, the individual must be a member of the Executive Committee or must have held a continuous post on any other IDF Committee or as an IDFET Trustee for at least 2 years at the time of the election.

(c) The Treasurer is nominated by the CEO and is appointed by a majority vote of the Board of Governors with the approval of the Executive Committee. The Treasurer is appointed for a period of 3 years which can be renewed at the discretion of the Executive Committee.
(d) Any remaining member of the Executive Committee is in post by virtue of their role as a chairman of an IDF Committee or their status as an IDF employee.

One person may hold more than one role on the Executive Committee. If a vote takes place and in the event of a tie, the Committee Chairman will have the casting vote.

7.1.6. Membership of the Executive Committee 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 Committee vote to remove an individual from their position on the Executive Committee, 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 Committee member’s performance of and/or ability to perform their duties on the Executive Committee. Where the concern relates to the President this should, instead, be directed to the President Elect.
   (ii) Details of the concern are circulated, by email, to all members of the Executive Committee, including the subject of the concern.
   (iii) At the beginning of the next Executive Committee meeting, the subject of the concern will be invited to respond.
   (iv) Those present at the Executive Committee meeting will then vote on whether the subject of concern should be removed from their position on the Executive Committee. The President, or the President Elect if the concern relates to the President, will have the casting vote should this be necessary and the decision of the Executive Committee will be final.

The above will not apply in respect of employees of IDF.

8. IDF Committees

8.1.1. The IDF Committees comprise:
(a) Events & Networking Committee;
(b) Finance Committee;
(c) GP Committee;
(d) Regulation Committee;
(e) Revalidation, Appraisal & clinical Governance Committee (RAG);
(f) Specialists' Committee; and
(g) Any other Committee as the Board of Governors may consider appropriate.

8.1.2. The general Terms of Reference applicable to all Committees are as follows:
(a) The Chairman of each Committee is appointed by a majority of the Executive Committee. In order to be considered for the position of Committee Chairman, the individual concerned should have been a member of that Committee for at least 1 year at time of appointment. The Committee Chairman will be appointed for a period of 3 years, which can be renewed at the discretion of the Executive Committee.
(b) Each Committee will have no less than 3 and no more than 8 members, unless otherwise approved by the Executive Committee. 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 Chairman with the approval of the Executive Committee or elected by IDF members. At least 2 positions on each Committee will be available to IDF members standing for election.
Members of Committees will be in post for a 3 year term which can be renewed at the discretion of the Executive Committee.

Committees will meet in person at least 3 times a year.

Committee Chairmen will report back to the Executive Committee to seek approval for decisions made at meetings.

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 Committee.

Committees will meet in person at least 3 times a year.

Committee Chairmen will report back to the Executive Committee to seek approval for decisions made at meetings.

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 Chairman 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 Chairman this should, instead, be directed to the Executive Committee.

   (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 Chairman (or a representative of the Executive Committee) will have the casting vote should this be necessary and the decision of the Committee will be final.

The above will not apply in respect of employees of IDF.

Membership

Joining Criteria

The IDF has the following members:

9.1.1. members

9.1.2. honorary members

9.1.3. retired members

9.1.4. corporate sponsors

Membership is open to doctors who fulfil the following joining criteria and whose application is approved by the Executive Committee. To fulfil the joining criteria, applicants must:

9.2.1. 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;

9.2.2. undertake all or some of their work in the Independent Medical Sector such that at least one area of practice takes place wholly outside the NHS; if the applicant undertakes clinical work at least one area of their clinical practice must take place outside the NHS;
9.2.3. have the correct prescribed connection for revalidation registered with the GMC at the time of applying or practise in such a way that IDF membership, if granted, would establish a prescribed connection to the IDF; if IDF membership would establish a prescribed connection, 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 relate;

9.2.4. provide details of two professional referees; if the applicant undertakes clinical work at least one of the referees must be a GMC registered doctor with a licence to practise, who does not have any current GMC sanctions or warnings in place and who has knowledge of the applicant’s clinical practice within the last year;

9.2.5. submit a short CV; and

9.2.6. 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 current appraisal must be provided.

9.3. All applications for membership must be made online via the IDF website.

9.4. All applications must be presented to the IDF Executive Committee for consideration. The decision of the Executive Committee regarding any application is final and may not be appealed.

9.5. All 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 practice or medical practitioners without referral to that member.

ii. Membership Application Process

9.6. Where incomplete, a membership application 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 not re-apply for membership for a period of six months and is only able to do so with the agreement of the IDF Executive Committee.

iii. Requirements for Ongoing Membership

9.7. Requirements for ongoing membership are as follows:

9.7.1. Members who hold a GMC licence to practise must maintain a connection to a designated body and have this registered with the GMC at all times via their GMC online account;

9.7.2. Members who are trying to connect to the correct designated body, but the designated body will not accept them, can retain their IDF membership as long as they provide evidence of annual appraisal and that they are trying to connect to the correct designated body for revalidation;

9.7.3. Members whose designated body is changing or has changed but the details have not been amended on the GMC connect system, can retain their IDF 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 the 28 days they will be given a further 28 days and notified that their membership will be terminated if the change has not been made. If the change is made within 28 days of the date of termination, their membership will be re-activated;
9.7.4. Members who arrange a suitable person cannot remain as IDF members. Those members who wish to arrange a suitable person will be given 28 days to make the arrangements or make the correct connection, whether this should be the IDF or another designated body. If this is not achieved their membership will be terminated;

9.7.5. Members who should be connected to the IDF but will not sign up to the IDF process will be given 28 days to sign the IDF documentation after which point their membership will be terminated. If they return the paperwork within 28 days of the date of termination their membership will be re-activated;

9.7.6. Members who advise they have retired who still hold a GMC Licence to Practise must provide to the IDF, within 28 days, a copy of the letter sent to the GMC or confirmation from the GMC that their registration status is due to be changed. If this is not received they will be given 28 days to make the correct connection, whether to the IDF or another designated body, or their membership will be terminated;

9.7.7. When members sign up to revalidate with the IDF they are e-mailed an invoice which must be settled within 28 days. If no payment is received, they will be sent an invoice reminder via email giving a further 28 days. If payment is not received by this date, membership will be terminated. If payment is received within 28 days of the date of termination then their membership will be re-activated. After this time they will need to re-apply for IDF membership.

iv. Complaints Regarding IDF Employees

9.8. Should a member wish to raise a complaint regarding an IDF employee this should be made in writing to the CEO. If the complaint relates to the CEO it should be made in writing to the IDF President.

10. Subscriptions and IDF Account Details

10.1. A non-refundable joining fee of £100 is payable at the time of applying for IDF membership.

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

10.2.1. Those practising within the M25 - £325
10.2.2. Those practising outside the M25 - £225
10.2.3. Retired members (those who are no longer working and who no longer hold a licence to practise) - £25
10.2.4. Honorary members – Nil
or such other amount as should be determined by the Executive Committee from time to time.

10.3. The annual subscription is non-refundable.

10.4. The IDF will only request that Bacs payment for services be made to one of the accounts listed below;

10.4.1. Account Name: IDF
Sortcode: 20-65-90
Account No: 93593746

10.4.2. Account Name: IDF Appraisal & Revalidation
Sortcode: 20-65-90
Account No: 03004503

10.4.3. Account Name: IDF Education Trust
Sortcode: 20-65-90
Account No: 73833518
11. **Resignation**

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

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

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

12. **Code of Conduct**

12.1. 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.

12.2. 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.

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

12.3.1. state when behaviour is unacceptable;

12.3.2. request that the unacceptable behaviour ceases immediately;

12.3.3. 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 to be contacted or by restricting telephone calls to specified days and times;

12.3.4. consider ending contact if the unacceptable behaviour continues; and

12.3.5. in extreme cases, consider reporting matters to the police if the behaviour threatens the safety and welfare of IDF staff or Honorary Officers.

12.4. In addition, members are advised that:

12.4.1. Payments must be made on time;

12.4.2. Bookings should be honoured or apologies sent; and

12.4.3. Correspondence should receive a reply in a timely fashion.

12.5. Failure to abide by this Code of Conduct may result in not granting membership to an applicant or termination of an existing membership.

13. **Suspension**

13.1. If a matter relating to a member comes to the attention of the Executive Committee over which it has concern, the Executive Committee is entitled to consider the matter and suspend the doctor’s membership for a period deemed appropriate while the matter is considered.

13.2. Members do not have any of the privileges of membership during the suspension of their membership.

13.3. 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 8. Should a former member subsequently wish to take up membership again after a period of 28 days, they are required to re-apply.
14. **Breakdown of Trust**

In circumstances where there has been a breakdown of trust between a member and the IDF, the IDF reserves the right to terminate the membership of the member with immediate effect.

15. **Appraisal**

The IDF runs an appraisal system exclusively for its members. The way in which the process works is outlined in the IDF Medical Appraisal Policy document and involves the use of the IDF’s bespoke online appraisal form. The appraisal process entails completing an online form, scanning and uploading all supporting information followed by online completion of the appraisal outputs; the only element of the appraisal which is not online is the appraisal meeting itself which is 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.

15.1. 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.

15.2. 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 £770; the initial non-refundable £220 is paid at the outset and activates the appraisal form and the remaining £550 must be paid in advance of the appraisal meeting.

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

16. **Revalidation**

16.1. 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 will need to revalidate. Revalidation aims to give extra confidence to patients that their doctor is being regularly checked by their designated body and the GMC.

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

16.3. 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](http://www.gmc-uk.org/doctors/revalidation/designated_body_tool_landing_page.asp).

16.4. IDF membership gives members a prescribed connection to the IDF as a designated body if they do not have a higher connection.

16.5. Those members connecting to the IDF as their designated body 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.

16.6. The IDF revalidation year runs from 1st April – 31st March.
16.7. The annual designated body connection fee is £330 as amended from time to time which will become due and payable on 1st April each year. For those members who sign up for revalidation part way through a revalidation year the £330 fee for the current year is due immediately. A further fee of £300 per year which will become due and payable at the same time for any previous years in the doctor’s current revalidation cycle.

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

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

17. **Patient Complaints**

17.1. All areas of a member’s work must be covered by a 3 stage complaint process ending in adjudication at ISCAS. All members must display information about their complaints procedure and make documentation available to patients on request.

17.2. All doctors connected to the IDF for revalidation must sign up to the IDF Patient Complaints Procedure and this forms part of the revalidation declaration.

17.3. Members not connected to the IDF where at least one area of their practice is not covered by a 3 stage complaint process ending in adjudication at ISCAS, must adhere to the IDF Complaint Resolution Procedure. This requires the member’s practice complaint procedure to be based on the process and timescales laid out in the IDF practice complaint 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 17.4.1 to 17.4.3 below.

17.4. The IDF Patient Complaints Procedure comprises the following 3 stages:

17.4.1. Stage 1 involves the doctor and the practice which is the subject of a complaint;

17.4.2. At Stage 2 the CEO considers the complaint with input from the complainant and the doctor who is the subject of the complaint; and

17.4.3. Thereafter, unresolved complaints move into Stage 3 with referral to the Independent Sector Complaints Advisory Service (ISCAS), an independent body.

17.5. Please note that participating 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.

18. **Responding to Concerns**

18.1. 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 invoke the Responding to Concerns Policy, to suggest the IDF Support for Doctors mechanism or whether a combination of these processes might be most appropriate.

18.2. 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.

18.3. 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.

18.4. 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.

18.5. The policy should be read in conjunction with the IDF Medical Appraisal Policy, IDF Revalidation Policy and details of the IDF Patients Complaint Procedure.

19. **Support for Doctors**

19.1. The IDF has offered support to its members since its inception and networking, and the resulting collegiate support this brings, remains a fundamental part of the IDF’s ethos.

19.2. In addition, the IDF has a role in signposting members to confidential support for doctors which is available through the following services:

**Practitioner Health Programme**
The NHS Practitioner Health Programme has evolved to offer a comprehensive free service to London based doctors that includes assessment, specialist referral, rehabilitation and follow up. Doctors from outside the London area can also get help from the project, but have to pay to do so.

[www.php.nhs.uk](http://www.php.nhs.uk)
Tel: 020 3049 4505

**The Doctors’ Support Network**
The Doctors’ Support Network is a warm, friendly self-help group for doctors with mental health concerns, providing an informal service for Doctors with a 24 hour Doctors’ Support Line and regular meetings.

[www.dsn.org.uk](http://www.dsn.org.uk)
Tel: 08703 953 010

**BMA Counselling and Doctor Advisor Service**
BMA Counselling Doctor Advisor Service provides counselling for personal, emotional or work related problems

[www.bma.org.uk/doctorsfordoctors](http://www.bma.org.uk/doctorsfordoctors)
Tel: 08459 200 169

**The Royal Medical Benevolent Fund**
The Royal Medical Benevolent Fund helps hundreds of doctors, medical students and their dependents. Their help ranges from financial assistance in the form or grants and loans to a telephone befriending scheme for those who may be isolated and in need of support.

[www.rmbf.org](http://www.rmbf.org)
Tel: 020 8540 9194

**DocHealth**
DocHealth is a confidential, not for profit, psychotherapeutic consultation service for all doctors. Although located in London the service is open to all doctors in the UK.

Tel: 020 7383 6533
20. **General Meetings (as stated in the IDF Articles of Association)**

20.1. **Attendance and speaking at general meetings**

20.1.1. 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.

20.1.2. 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.

20.1.3. 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.

20.2. **Quorum for general meetings**

No business other than the appointment of the chairman 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.

20.3. **Chairing general meetings**

20.3.1. If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

20.3.2. If the directors have not appointed a chairman, or if the chairman 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 chairman of the meeting must be the first business of the meeting.

20.3.3. The person chairing a meeting in accordance with this article is referred to as “the chairman of the meeting”.

20.4. **Attendance and speaking by directors and non-members**

20.4.1. Directors may attend and speak at general meetings, whether or not they are members.

20.4.2. The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting.

20.5. **Adjournment**

20.5.1. 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 chairman of the meeting must adjourn it.

20.5.2. (2) The chairman of the meeting may adjourn a general meeting at which a quorum is present if—

(a) the meeting consents to an adjournment, or

(b) it appears to the chairman 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.

20.5.3. (3) The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

20.5.4. When adjourning a general meeting, the chairman of the meeting must—
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.

20.5.5. 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.

20.5.6. 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.

20.6. 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.

20.7. Errors and disputes

20.7.1. 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.

20.7.2. Any such objection must be referred to the chairman of the meeting whose decision is final.

20.8. Poll votes

20.8.1. 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.

20.8.2. A poll may be demanded by—

(a) the chairman 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.

20.8.3. A demand for a poll may be withdrawn if—

(a) the poll has not yet been taken, and

(b) the chairman of the meeting consents to the withdrawal.

20.8.4. Polls must be taken immediately and in such manner as the chairman of the meeting directs.

20.9. Content of proxy notices

20.9.1. 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.
20.9.2. The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

20.9.3. 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.

20.9.4. 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.

20.10. **Delivery of proxy notices**

20.10.1. 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.

20.10.2. 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.

20.10.3. 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.

20.10.4. 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.

20.11. **Amendments to resolutions**

20.11.1. 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 chairman of the meeting may determine), and
(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

20.11.2. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if—
(a) the chairman 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.

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

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

21.1.1. 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).

21.1.2. 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.