SCHEDULE 4 SECTION 4.1 PART 2

MEDICAL REQUIREMENTS

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MEDICAL REQUIREMENTS

1. **GENERAL**

1.1 Medical Recruitment Standards

1.1.1 The CONTRACTOR shall ensure that it's Registered Medical Practitioners, whether employed or fee paid, are:

1.1.1.1 fully registered, without current restrictions or conditions, on the Principal List of the General Medical Council (GMC); and from November 2010, without current undertakings; and in addition

1.1.1.2 from the date on which the GMC issues licences to practice, hold a current licence to practice.

1.1.2 In addition they must have three (3) years post full registration experience as a minimum (GMC or EEA equivalent). In individual cases, solely at the discretion of the AUTHORITY's Chief Medical Adviser, the requirement that:

1.1.2.1 no restrictions, or conditions; and from November 2010, without current undertaking, attached to registration; and

1.1.2.2 Registered Medical Practitioners must have a minimum of three (3) years post-registration experience, may be waived.

1.1.3 The requirement that Registered Medical Practitioners must not have restrictions, conditions or undertakings imposed by the GMC will not apply when this relates to health or disability.

1.1.4 In individual cases, solely at the discretion of the AUTHORITY's Chief Medical Adviser, the requirement that:

1.1.4.1 no restrictions or cautions be attached to registration; and

1.1.4.2 Registered Nurses must have a minimum of three (3) years post registration experience, may be waived.

:

1.1.5 The CONTRACTOR shall ensure that its Registered Physiotherapists, whether employed or fee paid, are:

1.1.5.1 fully registered Physiotherapists without current restrictions or cautions, with the Health Professions Council (HPC).

1.1.5.2 In addition, they must have a minimum of (3) years post registration experience.

1.1.6 In individual cases, solely at the discretion of the AUTHORITY's Chief Medical Adviser, the requirement that:

1.1.6.1 no restrictions or cautions be attached to registration; and

1.1.6.2 Registered Physiotherapists must have a minimum of three (3) years post registration experience, may be waived.

1.2 That experience should feature broad based medical practice in roles that have clear relevance to a career in disability assessment medicine, unless specialist knowledge and experience are required as detailed in this Schedule 4. The CONTRACTOR shall provide the AUTHORITY with written confirmation of compliance with paragraph 1.1 by 31st March of every year.

1.3 The CONTRACTOR shall ensure that Health Care Professionals providing the Respiratory Disease Service shall be appropriately trained and assessed as being fit to provide the Services to the standards laid out in Schedule 4 Section 4.1 of this Agreement.

1.4 When providing Specialist Medical Services the CONTRACTOR shall use only a Medical specialist as defined in Schedule 1 who shall have training, qualifications and experience pertinent to the condition under consideration.

1.5 The CONTRACTOR shall ensure that all audiometric technicians have contemporary and relevant specialist qualifications.

1.6 The CONTRACTOR shall ensure that all Health Care Professionals providing or supporting the provision of Services have appropriate qualifications, experience, training and hold current registration with the relevant licensing body.

1.7 The CONTRACTOR shall ensure that all Registered Medical Practitioners have a current licence to practice issued by the General Medical Council.

1.8 Prior to use of Health Care Professionals, other than Registered Medical Practitioners, in any benefit area in which they are not currently employed, the CONTRACTOR must obtain prior approval from the AUTHORITY for the pilot and subsequent implementation.

2. MEDICAL TRAINING FOR NEWLY RECRUITED AND HEALTH CARE PROFESSIONALS

2.1 The CONTRACTOR shall provide a training programme for each benefit area in accordance with the requirements, detailed below, which will ensure that Health Care Professionals have the required level of knowledge and skills to achieve Approval. The knowledge and skills required in respect of the CONTRACTOR's Health Care Professionals shall include but not be limited to:

2.1.1 an understanding and an ability to perform the role of the disability medical analyst;

2.1.2 a knowledge of the legislative requirements for each of the benefits in which they will be required to have an input;

2.1.3 an understanding of the legislative framework in which they are working. This may include attendance as an observer at an Appeal Tribunal as part of ongoing training for the relevant benefit area;

2.1.4 an up-to-date knowledge of relevant clinical subjects, which should specifically include a knowledge of the disabling effects of musculoskeletal, mental, cardio-respiratory and any other relevant disorders identified by the AUTHORITY;

2.1.5 an awareness of the AUTHORITY's approach to Customer service and equal opportunities;

2.1.6 disability awareness; and

2.1.7 an ability to deal with potentially violent situations.

2.2 Where no formal training programmes are detailed for specific benefit areas the CONTRACTOR shall liaise with the AUTHORITY to develop and implement an appropriate training programme. The CONTRACTOR shall provide all necessary information, reasonably requested by the AUTHORITY, prior to implementation of the programme.

2.3 The CONTRACTOR's Health Care Professionals shall be given a course of theoretical and practical training, which shall be developed and implemented by the CONTRACTOR in each benefit area they are to work. The CONTRACTOR shall, following such training, conduct a written and practical examination of each individual to ensure that, at the least, the minimum levels of skills and knowledge have been achieved. The CONTRACTOR shall provide the AUTHORITY with details of the satisfactory results of such testing within a reasonable period of time; thereafter the AUTHORITY will Approve the individual Health Care Professional to the appropriate role. .

2.4 The CONTRACTOR shall**,** undertake during practical training, close supervision of new Health Care Professionals as set out in the quality and training sections of the relevant guidance listed in Schedule 28 of this Agreement.

2.5 The CONTRACTOR shall ensure that Health Care Professional giving advice and conducting examinations shall be Approved by the AUTHORITY acting on behalf of the Secretary of State. Approval will be dependent on individual Health Care Professional completing, to the CONTRACTOR's satisfaction, a course of training and appraisal in the relevant benefit area.

2.6 The CONTRACTOR shall ensure that the CMA is informed of Health Care Professionals who fail to continue to meet the required quality standards in order that he may consider revoking Approval. For the avoidance of doubt, the CMA has sole discretion whether to grant or revoke Approval.

2.7 The CONTRACTOR shall ensure that all of its Health Care Professional providing Services to the AUTHORITY are accredited in accordance with the requirement to retain registration with the relevant licensing organisation.

2.8 The CONTRACTOR shall involve the AUTHORITY in the quality assurance process for the development and refinement of all requirements, outcomes and standards of medical training and Health Care Professional training courses relating to the delivery of the Services.

3. MEDICAL TRAINING PROGRAMME FOR CME FOR HEALTH CARE PROFESSIONALS

3.1 The CONTRACTOR shall develop and deliver the medical training programme for CME (the "Training Programme") and its evaluation as part of the Services.

3.2 The Training Programme shall be developed, delivered and evaluated on an annual basis in respect of each contract year from 1st September to 31st August (a "Year").

3.3 The AUTHORITY shall, by 31st March in each year, provide the CONTRACTOR with an outline stating topics that the AUTHORITY requires to be included in the Training Programme for the forthcoming Year, and if the AUTHORITY considers it appropriate, an outline of the manner in which such Training Programme shall be delivered (the "Outline").

3.4 The CONTRACTOR shall provide all of its Health Care Professionals with a personal training plan on an annual basis. The personal training plan shall contain details of the timescale for which delivery of each individual module will need to be delivered to that individual.

3.5 New entrants shall be provided with a personal training plan within three months of their formal approval/re-approval. New entrants will have the following training modules included in that personal training plan for delivery within twelve (12) months.

3.5.1 clinical skills in the assessment of musculoskeletal problems;

3.5.2 multicultural awareness; and

3.5.3 mental health training.

3.6 The CONTRACTOR shall undertake a Training Needs Analysis (TNA) that will identify areas of training needs together with priorities for implementation. Information from the personal

training plans for the year to 30th June shall be incorporated into the TNA. The TNA shall be provided to the AUTHORITY by 30th June of each year. The scope, objectives and methodology of the TNA shall be subject to prior approval by the AUTHORITY. The outcome of the TNA shall be subject to approval by the AUTHORITY (such approval not to be unreasonably withheld or delayed) prior to incorporation into the training plan.

3.7 The CONTRACTOR shall**,** within one month of agreeing the TNA outcome, provide the AUTHORITY with a plan setting out in detail the manner in which the Training Programme shall be delivered (the "Training Plan"). The Training Plan shall include as a minimum the following:

3.7.1 the name of the training module, and for each training module;

3.7.2 a timetable for delivery of each training activity;

3.7.3 the training personnel to be involved in the training activity;

3.7.4 the aims and objectives of the training;

3.7.5 the target population that includes the number of Registered Medical Practitioners to be trained at each Medical Service Centre; and

3.7.6 the proposed method and estimate of duration of that training.

3.8 The Training Plan shall be developed in co-operation with the AUTHORITY and shall be subject to approval by the AUTHORITY, such approval not to be unreasonably withheld or delayed.

3.9 Any changes or amendments must be submitted in writing for consideration to the AUTHORITY's Change Control manager who will have sole discretion as to whether the amendment is significant enough to require formal Change Control procedures to be instigated. Any agreement to dispense with formal Change Control action will not be valid unless written agreement is provided by the AUTHORITY's Change Control manager.

3.10 For the avoidance of doubt, the AUTHORITY's approval of a Training Plan shall not relieve the CONTRACTOR of its overriding obligation to meet the requirements and all other applicable provisions of the Agreement unless otherwise specifically agreed in writing by the AUTHORITY.

3.11 The CONTRACTOR shall provide the AUTHORITY with information in relation to training activities organised by the CONTRACTOR in a form agreed with the AUTHORITY. The CONTRACTOR shall

3.11.1 carry out surveys at the times specified, in order to evaluate the perception of training and the effectiveness of training delivery. Such surveys shall be subject to the AUTHORITY's prior approval (such approval not to be unreasonably withheld or delayed); and

3.11.2 summarised in an annual report to be provided to the AUTHORITY no later than 31st December. The report shall contain detailed analysis of surveys completed by a randomly selected sample of at least fifteen per cent (15%) of the target population for each completed trainer led and distance learning module. The report shall cover the twelve (12) month period ending 31st August in the same year

3.12 The surveys shall be completed in two stages as follows:

3.12.1 immediately upon completion of the training activity:

3.12.1.1 a reactionnaire for trainer led modules to be issued to a randomly selected sample of a minimum of fifteen per cent (15%) of the target population;

3.12.1.2 a multiple choice questionnaire for trainer led modules to be issued on occasion following agreement between the AUTHORITY and the CONTRACTOR;

3.12.1.3 a multiple choice questionnaire for distance learning modules to be issued to one hundred percent (100%) of the target population unless considered inappropriate for any specific module by both the AUTHORITY and the CONTRACTOR; and

3.12.2 six months after completion of the training activity for both trainer led and distance learning modules, a follow up Questionnaire to be sent to a randomly selected sample of a minimum of fifteen per cent (15%) of the target population. The questionnaire will:

3.12.2.1 test perception of the training; and

3.12.2.2 apply to at least fifty per cent (50%) of modules, that will include a mixture of trainer led and distance learning modules that are

considered to be relevant, subject to the AUTHORITY's prior approval (such approval not to be unreasonably withheld or delayed).

3.13 If the AUTHORITY considers it appropriate, the CONTRACTOR shall interrogate MSD for breached attributes relevant to a maximum of three (3) of the training modules undertaken in order to ascertain that the principles of training have translated into good practice.

3.13.1 the timescale and methodology of such audit to be subject to the AUTHORITY's prior approval (such approval not to be unreasonably withheld or delayed);

3.13.2 the audit to be carried out on an agreed sample size, at all Medical Services Centres, subject to a minimum of ten (10) randomly selected cases selected per Medical Services Centre for each identified module; and

3.13.3 results to be summarised in an annual report as specified in paragraph 3.11.5. The content of the report shall be subject to approval by the AUTHORITY (such approval not to be unreasonably withheld or delayed).

3.14 The CONTRACTOR shall provide the AUTHORITY with ad hoc reports on request.

3.15 The CONTRACTOR shall liaise with the AUTHORITY when defining the requirements for CME for Health Care Professionals.

4. MEDICAL PROCESS STANDARDS

4.1 General Standards

4.1.1 The CONTRACTOR shall use reasonable endeavours to ensure that a minimum of ninety nine per cent (99%) of Health Care Professional reports, in each business area, are Fit for Purpose and do not result in Rework. Health Care Professional reports shall be adjudged fit for the required purpose by the AUTHORITY's

representative (for example a Decision Maker) making use of the report against the standards defined in this Schedule.

4.1.2 The CONTRACTOR shall ensure that all medical reports and medical advice provided by Health Care Professionals shall be Fit for Purpose, that is:

4.1.2.1 fair and impartial;

4.1.2.2 legible and concise;

4.1.2.3 in accordance with relevant legislation;

4.1.2.4 comprehensive, clearly explaining the medical issues raised;

4.1.2.5 in plain English and free of medical jargon;

4.1.2.6 presented clearly;

4.1.2.7 complete, with answers to all questions relating to disability or incapacity matters raised by the AUTHORITY, free of medical abbreviations and in keeping with advice as directed, taking into account written material; e.g. the Disability Handbook;

4.1.2.8 fully detailed where necessary and consistent, fully clarifying any contradictions in medical evidence; and

4.1.2.9 capable of comprehensively answering questions posed by the AUTHORITY without compromising any subsequent decision making.

4.1.3 Any cases supplied to the AUTHORITY's representatives and deemed as being not Fit for Purpose will be Reworked at the CONTRACTOR's expense.

4.1.4 The AUTHORITY will have sole discretion on determining whether medical advice or medical examination reports are Fit for Purpose.

4.1.5 The AUTHORITY will specify the reason for cases being returned as not Fit for Purpose.

4.1.6 The CONTRACTOR shall accept Rework Referrals in accordance with the Fit for Purpose criteria which will be specified by the AUTHORITY.

4.1.7 The CONTRACTOR shall use all reasonable endeavours to ensure that any issues, with regard to Rework Referrals, are dealt with and resolved locally at an operational level, in the most timeous and efficient manner.

4.1.8 The CONTRACTOR shall collect data and provide Management Information relating to Rework on the reports detailed in Schedule 16 of this Agreement.

4.1.9 The CONTRACTOR shall ensure that all Referrals relating to the Terminally Ill, or potentially Terminally Ill, are handled with priority and dealt with in a way that minimises inconvenience and distress to the Claimant. For the avoidance of doubt, if potentially Terminally Ill or Special Rules cases require examination, the CONTRACTOR shall comply with the relevant statutory notice of appointment.

4.1.10 The CONTRACTOR shall ensure that the following persons are excluded from examining a Claimant or providing advice:

4.1.10.1 anyone directly affected by the case in question;

4.1.10.2 any Health Care Professional who has regularly attended the Claimant or practises at a surgery where the claimant is or has been registered'.

;

4.1.10.3 any Health Care Professional attending, who has attended, or who is anticipated to attend the Claimant at some time in the future for the purposes of providing reports in respect of commercial matters;

4.1.10.4 any Health Care Professional providing, who has provided, or who is anticipated to provide services at some time in the future to the Claimant's employer;

4.1.10.5 anyone known to have been previously involved in advising or examining on a claim that has resulted in an appeal, in relation to this Claimant;

4.1.10.6 anyone identified as unsuitable by the AUTHORITY;

4.1.10.7 anyone who has attended an examination as a witness in relation to this Claimant;

4.1.10.8 anyone who is an employer of the Claimant, or employed by the Claimant, or is employed by the Claimant's employer;

4.1.10.9 anyone not appropriately qualified or Approved; and

4.1.10.10 friends or relatives of the Claimant.

4.1.10.11 any Healthcare Care Professional who the Claimant has made a complaint about.

4.2 Where the Claimant in question is an employee of the CONTRACTOR, the exclusion at 4.1.11.8 above shall not apply and the Referral shall be processed in accordance with the relevant documentation in Schedule 28 of this Agreement. However, the CONTRACTOR shall apply all the other criteria listed.

4.3 The CONTRACTOR shall not comment upon or offer advice to Claimants about any aspect of the Claimant's medical care, or the potential decision on the claim to benefit or pension.

4.4 Where an Appeal Tribunal has raised an issue with the quality of a medical report, the CONTRACTOR shall provide to the AUTHORITY the total number of Referrals that have been received from the Tribunals Service by the CONTRACTOR every six (6) months.

4.5 Basis of Medical Advice

4.5.1 The CONTRACTOR shall ensure that wherever possible all medical reports and medical advice:

4.5.1.1 is evidence based, that is, there is a consensus of critically evaluated, published medical evidence in support of the advice provided by the CONTRACTOR;

4.5.1.2 where no such consensus exists, the CONTRACTOR shall explain the reason for the advice in clear terms demonstrating why no other reasonable interpretation of the medical situation could apply given the onus of proof required for that particular Referral;

4.5.1.3 is fully justified, particularly when any advice is at variance with other evidence including the Claimant's statement or a medical report;

4.5.1.4 addresses, explains or refutes, any variation of the Claimant's condition from the expected manifestation and progress of the condition within

the same statistically predictable group (in general, that group of the same age and sex);

4.5.1.5 is based only on documents that are consistent with one another as to the evidence they contain; inconsistent evidence shall be indicated and the inconsistency explained when providing advice to the AUTHORITY. The CONTRACTOR's advice supporting claimed disablement and activities reported by the Claimant, shall only be given if the activities and disablement are consistent with each other and in keeping with the diagnosis and the likely disabling effects;

4.5.1.6 takes full account of variations in the relevant medical condition(s) that shall be described and the advice shall reflect the degree of the Claimant's disability and it's effects which are present most of the time;

4.5.1.7 takes full account of and records the effects of pain, fatigue and medication on the Claimant's functional capacity or care needs;

4.5.1.8 is appropriate to the questions raised by the AUTHORITY and shall comprehensively answer the questions posed by the AUTHORITY;

4.5.1.9 is legible, presented to the AUTHORITY in the English language and understandable to those without medical qualifications. The CONTRACTOR shall ensure that medical jargon and abbreviations are not used in advice to the AUTHORITY and that medical terminology is explained unless the terms have passed into every day use;

4.5.1.10 accounts for all conditions claimed to be relevant by the Claimant;

4.5.1.11 documents conditions which may be less tangible, such as claimed mental health problems. These shall be fully explored and their effects, or lack of effect, on disablement of the Claimant, shall be documented and carefully explained; and

4.5.1.12 takes full account of the guidance in respect of each benefit, where appropriate, in respect of the use of aids, prostheses and medication.

4.6 The CONTRACTOR shall ensure that if an examination is required then it shall be performed in such a way that it gathers all the evidence required to present the appropriate advice and provide the factual information in the manner required by the AUTHORITY. Any additional questions to be answered, or particular areas of difficulty that require explicit clarification, will be communicated to the CONTRACTOR by the AUTHORITY.

4.7 Medical Process Outcome Standards

4.7.1 The CONTRACTOR shall use reasonable endeavours to ensure that the advice given shall be consistent in that, where possible, the Medical Process outcome advised falls within a range of results related to the mean of all the CONTRACTOR's Medical Process outcomes advised as a result of that process.

4.7.2 The CONTRACTOR acknowledges that the Medical Process outcomes information provided shall be reviewed and refined from time to time when necessary to reflect the AUTHORITY's requirements and to reflect the CONTRACTOR's processing initiatives.

4.7.3 The ranges shall apply at individual unit and individual Health Care Professional level. It should be noted that there may be great inter-unit variation due to demographic and other factors. Therefore consistency of the results over a period of time at both individual unit and individual Health Care Professional level is of greatest relevance.

4.7.4 In the event that any of these outcomes fall without the agreed range the CONTRACTOR shall provide written explanation to the AUTHORITY The CONTRACTOR shall describe how the Outcome will be brought back within range or initiate Change Control Procedures.

4.7.5 Any business process revision or any other change that will cause any of these Medical Process outcomes to fall outside the agreed range shall be subject to Change Control Procedures.

4.7.6 In the event that any such Change Control Procedure is approved by the AUTHORITY, the AUTHORITY shall revise the range accordingly.

4.7 Unexpected Findings

4.8.1 If, during the examination of the Claimant, the CONTRACTOR's findings indicate or suggest the existence of a disease or medical disorder that may not be apparent to the Claimant or the Claimant's medical carer, the CONTRACTOR shall provide an explanation to the Claimant and obtain the Claimant's consent to pass on the information unless there are circumstances in which failure to obtain consent can be justified. The CONTRACTOR shall use reasonable endeavours to communicate those findings to the Claimant's Medical Practitioner or other appropriate medical carer within twenty four (24) hours. If the CONTRACTOR's findings are communicated by telephone and are Clinically Urgent, reasonable endeavours shall be made to communicate the findings in writing, within twenty four (24) hours, by the CONTRACTOR. The CONTRACTOR shall advise the Claimant to consult their Medical Practitioner, in a manner that does not give rise to undue concern to the Claimant. In the case of International Pension Centre (IPC) the CONTRACTOR shall, if the Claimant does not have a UK based Medical Practitioner, advise the Claimant that he should seek medical attention; the CONTRACTOR shall provide the Claimant with a letter detailing the clinical findings.

4.8.2 If, during review of the file of the Claimant for the purpose of provision of advice to the AUTHORITY, the CONTRACTOR's findings indicate or suggest the existence of a disease or medical disorder that may not be apparent to the Claimant or the Claimant's medical carer, then the CONTRACTOR shall provide an explanation to the Claimant and obtain the Claimant's consent to pass on the information unless there are circumstances in which failure to obtain consent can be justified. The CONTRACTOR shall use reasonable endeavours to communicate those findings to the Claimant's Medical Practitioner or other appropriate medical carer within twenty four (24) hours following confirmation that the Claimant consents to release of the information.

4.8 Customer Service

4.9.1 The CONTRACTOR shall use reasonable endeavours to ensure that any Specialist examination required shall be performed in such a way that it gathers all the evidence required to form accurate advice and to provide the factual information required by the AUTHORITY. If there are additional questions to be answered or particular areas of difficulty that require explicit clarification, these will be communicated by the AUTHORITY to the CONTRACTOR with the Referral documentation.

4.9.2 If the behaviour of the Claimant is abnormal, due to a medical condition, (for example chronic alcoholism or mental health problems), the CONTRACTOR shall use reasonable endeavours to ensure that the examination is completed to the extent that allows advice to be given on the questions posed by the Decision Maker without causing distress to the Claimant.

4.9.3 If, during the course of providing the Services, it becomes apparent to the CONTRACTOR that the Claimant may be in receipt of a benefit that is unsupported

by the contemporary evidence, the CONTRACTOR shall record this separately to the Referral under consideration and advise the AUTHORITY by returning the record with the Referral.

4.9 Medical Certificates and Medical Reports

4.11 In respect of medical certificates and medical reports the CONTRACTOR shall:

4.12.2 maintain existing local arrangements whereby Registered Medical Practitioners provide training and guidance to Health Care Professionals at educational or professional meetings;

4.12.3 liaise with the author of reports or certificates which are frequently completed to a poor standard, with a view to improving the author's understanding of the requirements to the AUTHORITY, and his own responsibilities under the terms and conditions of service;

4.12.4 subsequently notify the AUTHORITY's CMA of any such Registered Medical Practitioners who continues to fail to comply with his terms and conditions of service in this respect;

4.12.5 immediately notify the AUTHORITY's CMA of any Registered Medical Practitioners who provides a certificate or report that is, or may be, fraudulent; and

4.12.6 ensure that all advice is consistent with the requirements of the AUTHORITY.

4.12 In the event that the CONTRACTOR notifies the AUTHORITY's CMA, the AUTHORITY's CMA shall be provided with a copy of the report(s) or certificate(s), if one exists, and copies of all relevant evidence, correspondence and telephone conversation records.

4.13 The CONTRACTOR shall not take any action or correspond directly with local or National Health Authorities in respect of medical certificates or reports.

4.14 The CONTRACTOR shall develop administrative systems and training that will meet the contractual requirements.

4.15 Sensitive Information

4.16.1 The CONTRACTOR shall ensure that all written medical reports and advice are phrased with the expectation that they will be seen by the Claimant, therefore sensitive information shall be handled as set out in the quality and training sections of the relevant Documentation detailed in Schedule 28 of this Agreement. The CONTRACTOR acknowledges that sensitive information includes, but is not limited to:

4.16.1.1 harmful Information;
4.16.1.2 embarrassing information; and
4.16.1.3 confidential information.

4.16 The CONTRACTOR shall ensure that potentially Harmful Information apparent at Scrutiny or examination is identified to the Decision Maker as set out in the quality and training sections of the Documentation detailed in Schedule 28 of this Agreement, so that it can be withheld from the Claimant if the Decision Maker so directs.

4.17 The CONTRACTOR shall provide to the AUTHORITY as requested written advice and identification where necessary in respect of any Harmful Information contained within the Referral documentation.

4.18 Further Medical Evidence

4.19.1 When obtaining Further Medical Evidence, the CONTRACTOR shall make it clear to the author of that evidence that all evidence may be given to the Claimant and that the only information that can legally be withheld from the Claimant is that which may be harmful to the Claimant's health.

4.19.2 The CONTRACTOR shall use reasonable endeavours to provide advice based upon the evidence provided by the AUTHORITY. Where this is not possible because the existing evidence does not materially support the Claimant's stated incapacity or disablement the CONTRACTOR shall use reasonable endeavours to ensure that the evidence it seeks to gather, which may include examining the Claimant, will materially contribute to the advice given to the AUTHORITY.

4.19 Posthumous Claims

4.20.1 The CONTRACTOR acknowledges that a new claim can be made, or an existing one may continue to be processed, following the death of a Claimant. In such cases a representative acts for the estate of the deceased and shall give consent in the same circumstances as a living Claimant, to progress the claim. The CONTRACTOR shall use reasonable endeavours to progress the claim on the documentary evidence held or obtained. The CONTRACTOR acknowledges that in these circumstances the representative has the same legal rights as the deceased Claimant.

4.20 Health Care Professional Standards

4.21.1 At all examinations the CONTRACTOR shall adhere to the standards of conduct required by the AUTHORITY that includes but is not limited to the following:

4.21.1.1 allow the Claimant sufficient time to give their relevant medical history, disability or loss of faculty;

4.21.1.2 maintain a non-adversarial manner;

4.21.1.3 explain the purpose of the examination and what it entails;

4.21.1.4 perform the examination in a manner that avoids unnecessary discomfort to the Claimant; and

4.21.1.5 answer any appropriate relevant medical questions posed by the Claimant, without giving an opinion on the outcome of the claim or medical condition.

4.21 Conduct of Specialists

4.22.1 The CONTRACTOR shall use reasonable endeavours to ensure that the conduct of Specialists engaged by the CONTRACTOR, is to the same standard as the CONTRACTOR's Health Care Professionals.

4.22 Miscellaneous Medical Requirements

4.23.1 Where no medical training or procedural guidance exists for the provision of a Service the CONTRACTOR shall ensure that relevant Documentation is created which meets the requirements of the AUTHORITY.

4.23.2 The CONTRACTOR shall contribute towards training and any necessary training material required for the AUTHORITY'S personnel when specified by the Authority.

5 MEDICAL QUALITY ASSURANCE

5.1 Systems for recording and reporting information relating to recruitment, training and monitoring

5.1.1 The CONTRACTOR shall maintain databases that collect and report information in relation to recruitment, training, monitoring, Approval and revocation of Approval.

5.1.2 The information that is required to be captured includes but is not limited to the following details:

5.1.2.1 Recruitment:

5.1.2.1.1 employment history;
5.1.2.1.2 qualifications; and
5.1.2.1.3 professional Registration.

5.1.2.2 Training:

5.1.2.2.1 training undertaken to support Approval; and
5.1.2.2.2 Continuing Professional and Medical Education.

5.2.2.3 Monitoring:

5.2.2.3.1 audit;
5.2.2.3.2 complaints;
5.2.2.3.3 rework; and
5.2.2.3.4 feedback including appraisal.

5.2.2.4 Approval and revocation of Approval.

5.2.2.5 Revalidation.

5.1.3 In relation to training the information that is required includes, but is not limited to the following:

5.1.3.1 dates and training module completed for:

5.1.3.1.1 disability analysis;
5.1.3.1.2 disability awareness;
5.1.3.1.3 professional standards;
5.1.3.1.4 legislation and policy intent;
5.1.3.1.5 customer requirements and service;
5.1.3.1.6 equal opportunities; and
5.1.3.1.7 potentially aggressive situations.

5.1.3.2 dates, assessment modules completed and outcomes for:

5.1.3.2.1 all written tests of training content; and

5.1.3.2.2 all practical tests of training content including benefit type, number and extent of satisfactory performance and number and extent of unsatisfactory performance.

5.2 The CONTRACTOR shall record and maintain, separately, for Health Care Professionals, data for each benefit area in which those personnel work, that shall include, but not be limited to:

5.2.1 the number passing the written assessment the first time;
5.2.2 the number passing the written assessment at resitting;
5.2.3 the number passing the practical assessment the first time;
5.2.4 the number passing the practical assessment at resitting; and
5.2.5 the number dropping out of training for any other reason.

5.3 The CONTRACTOR shall provide a Medical Quality Monitoring report as detailed in Schedule 16 of this Contract. The Medical Quality Monitoring Report shall, as a minimum, report on and analyse the following:

5.3.1 IB process outcoomes;
5.3.2 ESA process outcomes;
5.3.3 Percentage over threshold for ESA;
5.3.4 Rework;
5.3.5 Complaints
5.3.6 Delivery of training;
5.3.7 Quality Report – performance against quality targets (
5.3.8 Mitigation (level of detail dependent upon the performance against targets);
5.3.9 Actual versus Expected Audit Sample size
5.3.10 HCP Capability - annual

5.4 The CONTRACTOR shall report additional information pertaining to recruitment, training, monitoring, remedial action, Approval and revocation of Approval and revalidation in an agreed format periodically, as required by the AUTHORITY.

5.5 The CONTRACTOR shall:

5.5.1 take account of complaints about the conduct, manner or behaviour of it's Health Care Professionals; and

5.5.2 ensure the ongoing good conduct, manner and behaviour of its Health Care Professionals.

5.6 Health Care Professional Capability Measure

5.6.1 The skill and competence of all Health Care Professionals employed by the CONTRACTOR shall be measured against the following five (5) criteria:

5.6.1.1 fully registered with the GMC (Registered Medical Practitioners only), NMC (Nurses only) and validated by the CONTRACTOR;

5.6.1.2 validation portfolio up to date (Registered Medical Practitioners only);

5.6.1.3 technical training relating to specialism completed;

5.6.1.4 continuing Medical Education complete; and

5.7.1.5 approved for benefit work by Chief Medical Adviser.

5.6.2 The number of Health Care Professionals who fail to fulfil all the five (5) criteria specified for the Health Care Professional capability measure shall not exceed zero (0).

5.6.3 Any Health Care Professional shall, for the first twelve (12) months of his/her employment by the CONTRACTOR, be measured against the Health Care Professional Capability Measure but will not have that measure applied to him/her.

5.7 Multiple Complaints Against Health Care Professionals

5.7.1 The definition of multiple complaints is more than three complaints received within a three-month period – More information is provided in KPI 15 as listed in Schedule 16.

5.8 Only the AUTHORITY may remove Approval from any of the CONTRACTOR's Health Care Professionals.

5.9 Revalidation

5.9.1 **The CONTRACTOR shall provide all Registered Medical Practitioners working for and on behalf of the CONTRACTOR with any available evidence required for GMC revalidation from the first date for presentation of annual revalidation evidence after**

implementation of the GMC revalidation legislation

5.10 Diploma in Disability Assessment Medicine

5.10.1 The CONTRACTOR shall provide, to the AUTHORITY by 31st March of each year, a proposal that meets the requirements of the AUTHORITY, which includes details of the number of Registered Medical Practitioners who will be sponsored by the CONTRACTOR to sit the Diploma in Disability Assessment Medicine.

6. POLICY ADVICE AND ADVISORY BODIES

6.1 The CONTRACTOR shall attend in order to give evidence to bodies as required, which shall include but not be limited to the following: any government committee, statutory body or judicial AUTHORITY as required by the AUTHORITY.

6.2 The CONTRACTOR shall use reasonable endeavours to attend other fora as invited guests as required by the AUTHORITY which shall include but shall not be limited to:

6.2.1 policy research;

6.2.2 policy development and maintenance;

6.2.3 development of benefits for sick and disabled people;

6.2.4 evaluation of provision of medical services to the AUTHORITY; and

6.2.5 promoting Social Security medically related issues to GPs and other interested groups by way of presentations to courses.

6.3 The CONTRACTOR shall comply with any invitation to attend or provide representation on the council of the European Union of Medicine in Assurance and Social Security (EUMASS).

6.4 The CONTRACTOR shall provide the AUTHORITY with advice, guidance and support on any issues relating to the provision of Services, when reasonably requested to do so.

6.5 The CONTRACTOR shall take positive action to share with the AUTHORITY any proposals or views and initiatives which could bring about improvement in the Services.

6.6 The CONTRACTOR shall provide information to the AUTHORITY as reasonably required, to assist in the monitoring and evaluation of the likely effect of any proposed policy development on the Services.

7. APPEALS

7.1 Should the AUTHORITY decide to implement mechanisms for improved feedback on the outcome of Appeals at local levels, the CONTRACTOR shall fully cooperate with the AUTHORITY in that implementation, at all times complying with agreed timescales.

8. PROVISION OF TRAINING TO REGISTERED MEDICAL PRACTITIONERS IN THE ISLE OF MAN

8.1 The CONTRACTOR shall confirm that it is willing to provide training to Registered Medical Practitioners in the Isle of Man Department of Health and Social Security.

9. MEDICAL REPORTS – MISCELLANEOUS REQUIREMENTS

9.1 The CONTRACTOR shall work collaboratively with the AUTHORITY to implement the national rollout of electronically generated, evidence based medical reports for individual benefits that includes but may not be limited to:

- AA/DLA
- IIDB; and
- Service Personnel & Veterans Agency

9.2 Should the AUTHORITY require it, the CONTRACTOR shall work collaboratively with the AUTHORITY to progress the production of reports via a single medical examination.

10. ENHANCEMENT OF THE MEDICAL SCRUTINY PROCESS

10.1 The CONTRACTOR shall provide full cooperation to the AUTHORITY in the provision and analysis of Personal Capability Assessment data and provide full cooperation in any revisions to the Scrutiny process whether on a national or pilot basis that might arise from that analysis.

11. MENTAL FUNCTION CHAMPIONS AND TRAINING

11.1 The CONTRACTOR shall ensure that Mental Function Champions are available to provide advice and support to HCPs.

11.2 The CONTRACTOR shall ensure that its Mental Function Champions have experience in clinical work that involves the treatment of patients with Mental Health problems, Learning Disability or Cognitive Impairment.

11.3 The CONTRAC TOR shall at the request of the Authority, provide information on the availability and number of Mental Function Champions.

11.4 The CONTRACTOR shall ensure that all of its HCPs receive annual training on Mental Health, Learning Disability and Cognitive Impairment.