



Oifig an Ombudsman
Office of the Ombudsman



Comhairle na nDochtúirí Leighis
Medical Council

Memorandum of Understanding

between the

Office of the Ombudsman

and the

Medical Council

Memorandum of Understanding (MoU)
concerning co-operation in the public interest between
the Office of the Ombudsman and the Medical Council

1. Background

1.1 The Office of the Ombudsman, established under the Ombudsman Act 1980, as amended, and the Medical Council, established under the Medical Practitioners Act 1978 (repealed and replaced by the Medical Practitioners Act 2007), wish to establish a framework for cooperation and information sharing about those elements of health care services which fall within their respective remits, and to establish effective procedures for signposting members of the public to each other's services.

1.2 The Office of the Ombudsman examines and/or investigates complaints against certain public service providers, including all public hospitals providing health services and public and private nursing homes. Bodies providing health services for or with the assistance of the HSE under Sections 38 and 39 of the Health Act 2004 are also subject to the Ombudsman's remit. The Ombudsman decides if complainants have been dealt with fairly and properly. He may recommend redress for complainants, if appropriate, and may make recommendations for systemic improvements arising from individual complaints and complaints generally. In examining complaints against the HSE or private nursing homes the Ombudsman is legally prevented from examining complaints which, in the opinion of the Ombudsman, relate to clinical judgement.

1.3 The principal functions of the Medical Council are to establish and maintain the register of medical practitioners; approve and review programmes of education and training necessary for the purposes of registration and continued registration; specify and review the standards required for the maintenance of the professional competence of registered medical practitioners; specify standards of practice for registered medical practitioners including providing guidance on all matters related to professional conduct and ethics; and conduct disciplinary procedures.

1.4 In broad terms the primary role of the Office of the Ombudsman is to examine individual complaints, provide individual redress where appropriate and use complaint outcomes to improve public administration. In the case of the Medical Council, the primary role is to promote and ensure high standards of professional conduct and professional education, training and competence amongst registered medical practitioners.

1.5 While operating separate and distinct mandates, the two offices act in the public interest to ensure that -

- members of the public are treated fairly, properly and safely in the health sector;
- the potential for risk or harm to members of the public using health services is minimised;
- where mistakes are made, lessons are learned;
- appropriate standards and procedures are in place and are constantly reviewed, monitored, improved and correctly implemented;
- health care providers and practitioners operate to the highest standards possible, and
- where appropriate, information is shared effectively in the best interests of the public and the health care sector.

2. The Purpose of the Memorandum

Consistent with the overall objectives set out in this MoU, this agreement is designed:

- a) to promote cooperation between the two offices in areas of strategic and high level operational interest
- b) to facilitate co-operation on cross referral of concerns where one organisation believes it falls within the remit of the other;
- c) to collaborate on communication and information sharing activities

This MOU represents the understanding reached by the Medical Council and the Office of the Ombudsman, in particular:

- That both signatories have jurisdiction over different areas of public interest matters. This MOU is intended to cover areas of common interest or where co-operation will lead to better informed regulation and complaints redress; and

- That both signatories/offices may in particular circumstances, limit the scope of disclosure of information only if the disclosure is contrary to the public interest or in the interests of the participant concerned, would be in breach or inconsistent with statutory obligations or requirements or other obligations and requirements imposed by law.

3 Areas of Co-Operation

Consistent with the overall objectives and purpose of the MoU, the following specific actions will be undertaken/considered by the two offices:

- A. Where the Medical Council is informed of a complaint which has already been dealt with at local level and may be more appropriate to the Office of the Ombudsman, it will, where possible, further to the determination of the matter by the Preliminary Proceedings Committee (PPC) direct the complainant directly to the Office of the Ombudsman.
- B. If, during the course of an examination or investigation of a complaint, the Office of the Ombudsman receives information that may be of relevance to the Medical Council, it will transfer the complaint (or elements of the complaint, where applicable) to the Medical Council with the consent of the complainant, where applicable. Where consent is not provided, the Office of the Ombudsman will provide, to the complainant, full contact details for the Medical Council.
- C. The content of each office's website dealing with the respective roles of each office and how each office may be of service to prospective complainants/ service users / members of the public will be agreed and links will be provided to facilitate members of the public;
- D. The wording to be used when signposting individuals who contact either office and who may more appropriately, at a later stage, have their concerns/complaints dealt with by the other office will be agreed;
- E. Joint training initiatives for staff of each office may be considered;
- F. Joint initiatives such as projects, research and presentations to relevant bodies on improving the quality and safety of patient care may be considered;

- G. Formal arrangements may be put in place, where practicable, for the sharing of investigation reports, complaint data and statistical information or other relevant information produced by each office in the interests of improving patient safety.

4 Confidentiality

- 4.1 Nothing in this MoU requires either party to this agreement to release confidential information to the Office of the Ombudsman except in accordance with law.
- 4.2 Unless otherwise required by law, the parties will not disclose any information received from the other under this MoU, except with the written consent of the other party. If disclosure is required by law, each party will take all reasonable measures to ensure that the information received from the other will be disclosed in a manner that protects the information from any disclosure that is not required or authorised by law.
- 4.3 Unless otherwise required by law, neither party will use the information disclosed to it under this MoU for any other purpose than the performance of its regulatory activities/statutory functions.
- 4.4 Before transferring any information, each office will satisfy itself that any such transfer is not in breach of its own legislative provisions regarding confidentiality and/or secrecy, or in breach of any other relevant statutory provisions. Both offices shall also have regard to protecting the source of the information (as may be necessary) and the best interests of public health and patient safety.
- 4.5 Each office will respect the confidentiality and/or secrecy of information exchanged under this MoU and which has been obtained under the statutory powers of the other office.

5. Consultation and Liaison between the Offices

5.1 Senior officials from the two Offices shall meet at least once annually to discuss issues arising from the operation of this MoU.

5.2 Officials from the two Offices will meet from time to time, possibly twice yearly or as necessary at the request of either office, to discuss trends, individual case-related or other operational matters.

5.3 Each Office will nominate two liaison persons at an appropriate grade in their respective Offices to operate and monitor the cooperative arrangements entered into under the MoU.

5.4 The Office of the Ombudsman will inform the Medical Council of any concerns arising from the consideration of complaints which may need to be taken into account in any future activity of the Medical Council.

6. FINANCIAL ARRANGEMENTS

Each Participant/Party will be solely responsible for the administration and expenditure of its own resources associated with activities conducted under this MoU.

7. VARIATION

Any provision of this MoU may be amended at any time by the mutual consent in writing of the Participants via the respective signatories.

8. Operative Date and Review

8.1 The provisions of this MoU will take effect from the date of signing.

8.2 The MoU will be reviewed by the two offices after 12 months or otherwise as requested by the Ombudsman or the Chief Executive.

9 . AGENCY CONTACT

The liaison officers responsible for the administration of this MoU are:

9.1 for the Medical Council, the persons holding the position of Chief Executive and Director of Regulation.

9.2 for the Office of the Ombudsman, the Ombudsman will nominate two liaison persons of at least investigator level.

10. TERMINATION

10.1. Either Participant may, at any time, give written notice of termination to the other Participant. This MoU (excepting clause 4 Re Confidentiality) will terminate six months after the date of receipt of the notice of termination.

10.2 The termination of this MOU will not affect the confidentiality undertakings expressed by the Participants in this MoU and any commitments given under or as a consequence of

this MOU in respect of any arrangement or action taken during the period before the termination takes effect.

Signed this day of 2017.

Peter Tyndall
Ombudsman

Bill Prasifka
Chief Executive / Registrar

Professor Freddie Wood
President

