



MEMORANDUM OF UNDERSTANDING CONCERNING COOPERATION IN THE PROVISION OF HEALTH AND PERSONAL SOCIAL SERVICES AND THE REGULATION OF THE PRACTISE OF MEDICINE IN IRELAND

1. BACKGROUND

The **MEDICAL COUNCIL** established by the Medical Practitioners Act 1978 which was repealed and replaced by the Medical Practitioners Act 2007 (MPA 2007) having its offices at Kingram House, Kingram Place, Dublin 2, Ireland; and the Health Services Executive **HSE** established by the Health Act 2004, having its offices at Dr Steevens' Hospital, Dublin 8 hereby wish to establish a framework for cooperation in the area of the provision of health and social care in Ireland and the regulation of the practise of medicine in Ireland via a Memorandum of Understanding (MOU).

The objective of the Medical Council is to protect the public and to deliver improvements in patient safety by promoting and better ensuring high standards of professional conduct and professional education, training and competence among registered medical practitioners. The (HSE) is a statutory body, established by the Health Act 2004 with responsibility for the management and delivery of health and personal social services in Ireland. As outlined in the Health Act 2004 the objective of the Executive is: *"to improve, promote and protect the health and welfare of the public"* by using *"the resources available to it in the most beneficial, effective and efficient manner"*.

2. OBJECTIVES

This Memorandum of Understanding ('MOU') is intended to assist and support both the Medical Council and the HSE in performing their individual functions. In particular it takes note of areas of potential co-operation and collaboration in the interest of service user safety and public protection. The objectives of this MOU are:

- a) To promote co-operation on areas of strategic and high-level operational interest;
- b) To facilitate co-operation on cross-referral of concerns where one organisation believes that it falls within the remit of the other;
- c) To collaborate on communication and information sharing activities
- d) To collaborate on a shared agenda to improve the quality and safety of patient care.

This MOU represents the understanding reached by the Medical Council and HSE, in particular:

- that both signatories have jurisdiction over different areas of activity. This MOU is intended to cover areas of common interest or where co-operation will lead to improved service user safety and public protection and better informed regulation; and
- that both signatories may in particular circumstances, limit the scope of disclosure of information only if the disclosure is contrary to the public interest or 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. GOVERNING LEGISLATION

The MPA 2007 conferred on the Medical Council an increased number of statutory functions that include responsibility for establishing standards for undergraduate education and postgraduate training of registered medical practitioners. The principal functions of the Medical Council under the MPA 2007 include:

- The establishment and maintenance of the Register of Medical Practitioners

- The setting and monitoring of standards for undergraduate and postgraduate education and training
- Specifying and review of, standards required for the maintenance of professional competence of registered medical practitioners

Specifying standards of practice for registered medical practitioners and provision of guidance on all matters relating to professional conduct and ethics

- The Conduct of disciplinary procedures

The Health Service Executive (HSE) was established under the Health Act 2004 as the single body with statutory responsibility for the management and delivery of health and personal social services in the Republic of Ireland. As outlined in the Health Act, 2004 the objective of the Executive is to use the resources available to it in the most beneficial, effective and efficient manner to improve, promote and protect the health and welfare of the public.

4. AREA OF COOPERATION

The Medical Council and HSE having reached the above understanding will:

1. Undertake to communicate as appropriate on all matters of strategic mutual and high level operational interest. Communication will be conducted on both a formal basis through scheduled meetings and informally on an ad hoc basis.
2. Facilitate co-operation on cross-referral of concerns where one organisation believes that it falls within the remit of the other and where there are concerns in relation to the health and/or welfare of service users. In the conduct of this activity both organisations will respect, maintain and adhere to all requirements of the relevant legislation.
 - a. For the Medical Council this includes but is not limited to: circumstances where the Medical Council, through its statutory complaints and inquiry processes, performance assessment procedures, process for quality assurance of medical education and training becomes aware of information regarding potential deficits in the safety, quality and standard of the service or context of care
 - b. For the HSE this includes but is not limited to: circumstances where HSE through its statutory processes becomes aware of concerns regarding a registered medical practitioner's conduct, competence or performance that may lead to a risk to the safety of service users; circumstances where HSE through its statutory processes becomes aware of concerns regarding the suitability of supervisory and other relevant arrangements for registered medical practitioners registered in the Supervised Division, or as a learning environment for medical students or registered medical practitioners at any stage in training; circumstances where HSE through its statutory processes becomes aware of concerns regarding an employer's facilitation of registered medical practitioners' maintenance of professional competence.

A written protocol to guide this process will be developed under this MOU.

3. Collaborate on communication and information sharing activities. The purpose of which will be to establish communication mechanisms to facilitate an understanding of the respective fields of operation of both organisations; and to examine and pursue opportunities to collaborate on initiatives in areas where it is deemed by both organisations to be in the best interest of public protection and patient and service user safety.
4. Share the outcomes of any relevant analysis arising out of respective work programmes. The purpose of which will be to better inform actions undertaken by both parties either individually or collectively in the interests of improving patient safety.

5. CONFIDENTIALITY

a. Medical Council

- i. Nothing in this MOU requires the Medical Council to release confidential information to the HSE except in accordance with law.

- ii. Unless otherwise required by law, the Medical Council will not disclose any information received from the HSE under this MOU, except with the written consent of HSE . If disclosure is required by law, the Medical Council will take all reasonable measures to ensure that the information received from HSE will be disclosed in a manner that protects the information from any disclosure that is not required or authorised by law.
- iii. Unless otherwise required by law, the Medical Council will not use the information disclosed to it under this MOU for any other purpose than the performance of its regulatory activities/statutory functions.

b. HSE

- i. Nothing in this MOU requires HSE to release confidential information to the Medical Council, except in accordance with law.
- ii. Unless otherwise required by law, HSE will not disclose any information received from the Medical Council under this MOU, except with the written consent of the Medical Council. If disclosure is required by law, HSE will take all reasonable measures to ensure that the information received from the Medical Council will be disclosed in a manner that protects the information from any disclosure that is not required or authorised by law.
- iii. Unless otherwise required by law, HSE will not use the information disclosed to it under this MOU for any other purpose than for the purposes of giving effect to the provisions of the MPA 2007

6. FINANCIAL ARRANGEMENTS

Each party to this MOU 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 HSE and the Medical Council via the respective signatories.

8. STATUS OF MEMORANDUM OF UNDERSTANDING

This MOU reflects the intentions of the HSE and the Medical Council . It is not intended to create legal obligations of any nature, either in domestic or international law. The HSE and the Medical Council will comply with the confidentiality undertakings which they have expressed in this MOU to the extent permitted under law. Nothing in this MOU is intended to, or shall be deemed to establish any joint venture or partnership between the HSE and the Medical Council, nor shall it authorise either of them to enter into commitments on behalf of the other.

9. EFFECTIVE DATE

This MOU will come into effect upon the date of signature of both signatories and will continue in effect until terminated in accordance with clause 11.

10. AGENCY CONTACT

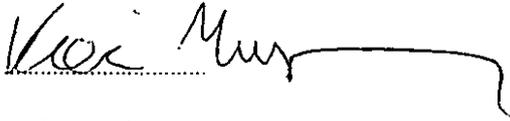
The liaison officers responsible for the administration of this MOU are:

- a. for the Medical Council, the person holding the position of **CEO Medical Council**; and
- b. for HSE, the person holding the position of **Director of Quality & Patient Safety**

11. TERMINATION

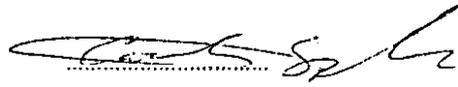
- a. Either the HSE or the Medical Council may, at any time, give written notice of termination to the other. This MOU (excepting clause 5) will then terminate six months after the date of receipt of the notice of termination.

- b. 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.

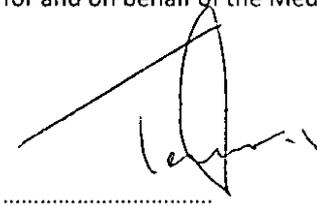


Professor Kieran Murphy

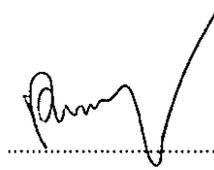
for and on behalf of the Medical Council



Ms Caroline Spillane



Mr Tony O'Brien



Dr Philip Crowley

for and on behalf of the HSE