



Comhairle na nDochtúirí Leighis
Medical Council



Health
Information
and Quality
Authority
An tÚdarás Um Fhairsnéis
agus Cáilíocht Sláinte
Safer Better Care

MEMORANDUM OF UNDERSTANDING CONCERNING CO-OPERATION IN THE REGULATION 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 (updated in 2007) having its offices at Kingram House, Kingram Place, Dublin 2, Ireland; and **Health Information and Quality Authority (“HIQA”)** established under the Health Act 2007 as amended and having its head office at Unit 1301 City Gate, Mahon, Cork, Ireland wish to establish a framework for co-operation in the area of the regulation of the provision of health and social care in Ireland and the regulation of the practise of medicine in Ireland.

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 Health Information and Quality Authority is the independent authority established to drive continuous improvements in Ireland’s health and social care services. HIQA’s mandate extends across the quality and safety of the public, private (within its social care function) and voluntary sectors with the exception of mental health services that are regulated by the Mental Health Commission.

2. OBJECTIVES

This Memorandum of Understanding (‘MOU’) is intended to assist and support both the Medical Council and HIQA 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

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

- that both signatories have jurisdiction over different areas of regulation. This MOU is intended to cover areas of common interest or where co-operation will lead to 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 Medical Council was established by the Medical Practitioners Act, 1978 which was updated in 2007 (MPA 2007). This updated Act has conferred the Medical Council with an increased number of statutory functions that include responsibility for establishing standards for undergraduate education and postgraduate training of doctors. The principal functions of the Medical Council under the MPA 2007 include:

- Establish and maintain the Register of Medical Practitioners
- Set and monitor standards for undergraduate and postgraduate education and training

- Specify and review standards required for the maintenance of professional competence of registered doctors
- Specify standards of practice for registered doctors and to provide guidance on all matters relating to professional conduct and ethics
- Conduct disciplinary procedures

The Health Information and Quality Authority was established by the Health Act, 2007 with the object to “promote safety and quality in the provision of health and personal social services for the benefit of the health and welfare of the public” (section 8, Health Act, 2007, as amended). The principal functions under the Health Act 2007 include:

- To set standards on safety and quality in relation to services provided by the Health Service Executive (HSE) or a service provider in accordance with
 - the Health Acts 1947 to 2007, except for services under the Mental Health Acts 1945 to 2001 that, under the Health Act 2005, are provided by the HSE,
 - the Child Care Acts 1991 and 2001,
 - the Children Act 2001, and
 - services provided by a nursing home as defined in section 2 of the Health (Nursing Homes) Act 1990
- to monitor compliance with standards and to advise the Minister and HSE accordingly;
- to undertake investigations as to the safety, quality and standards of services ;
- to evaluate the clinical and cost effectiveness of health technologies including drugs and provide advice arising out of the evaluation to the Minister and the HSE;
- to evaluate available information respecting the services and the health and welfare of the population;
- to operate such other schemes aimed at ensuring safety and quality in the provision of the services.

The Health Act, 2007, in Part 7, also established the Office of the Chief Inspector of Social Services. The functions of the Chief Inspector are carried out by the staff of the Authority’s Regulation Directorate with the Director of Regulation being appointed by the Authority to the statutory post of Chief Inspector. The principal statutory functions for which the Chief Inspector is currently commenced is:

- the registration and inspection of designated centres – currently this extends to residential care services for dependent persons, principally older people.

The Chief Inspector also, on behalf of the Minister for Children and Youth affairs and under s.69 of the Child Care Act, 1991, as amended, inspects children residential centres, special care units and foster care services provided by the HSE.

4. AREA OF CO-OPERATION

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

- 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.
- 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.
 - 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

- For the HIQA this includes but is not limited to: circumstances where HIQA through its statutory investigation, monitoring and registration processes becomes aware of concerns regarding a doctor's conduct, competence or performance that may lead to a risk to the safety of service users; circumstances where HIQA through its statutory investigation, monitoring and registration processes becomes aware of concerns regarding an organisation's suitability as a setting for supervision of doctors registered in the Supervised Division, or as a learning environment for medical students or doctors at any stage in training; circumstances where HIQA through its statutory investigation, monitoring and registration processes becomes aware of concerns regarding an employer's facilitation of doctors' maintenance of professional competence.
 - A protocol governing the means by which the cross-referral outlined above will take place will be developed jointly by the Medical Council and HIQA as part of this MOU.
- c) 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 regulation and 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.

5. CONFIDENTIALITY

a. Medical Council

- i. Nothing in this MOU requires the Medical Council to release confidential information to the HIQA except in accordance with law.
- ii. Unless otherwise required by law, the Medical Council will not disclose any information received from the HIQA under this MOU, except with the written consent of HIQA. If disclosure is required by law, the Medical Council will take all reasonable measures to ensure that the information received from HIQA 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. Health Information and Quality Authority

- i. Nothing in this MOU requires HIQA to release confidential information to the Medical Council, except in accordance with law.
- ii. Unless otherwise required by law, HIQA 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, HIQA 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, HIQA 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 2007 Act.

6. FINANCIAL ARRANGEMENTS

Each Participant 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. STATUS OF MEMORANDUM OF UNDERSTANDING

This MOU reflects the intentions of the Participants. It is not intended to create legal obligations of any nature, either in domestic or international law. The Participants will however observe and give due respect to the confidentiality undertakings which they have expressed in this MOU.

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 persons holding the position of President and Chief Executive.
- b. for HIQA, the persons holding the position of Chief Executive and Chairperson.

11. TERMINATION

- a. Either Participant may, at any time, give written notice of termination to the other Participant. This MOU (excepting clause 5) will 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.

Signed in *Kingram House* on April 24th 2013 on behalf of HIQA

Ms. Tracey Cooper

Mr. Pat Mc Grath,

and on behalf of the Medical Council

Professor Kieran Murphy

Ms. Caroline Spillane