

Memorandum of Understanding

Between the

Public Services Ombudsman for Wales

and the

General Medical Council

12 December 2019

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1. Introduction

The purpose of this Memorandum of Understanding (MoU) is to set out the functions of the Public Services Ombudsman for Wales (PSOW) and the General Medical Council (GMC) and to describe the arrangements for co-operation and communication between the two bodies in relation to their respective functions and handling complaints.

Each organisation will take steps to ensure that their staff are aware of what is in the MoU. They will keep staff updated about it, and about the responsibilities it places on each individual member of staff.

This MoU aims to help achieve the statutory functions, objectives and responsibilities of both organisations by:

- securing co-operation and the exchange of information between the PSOW and the GMC subject to any legal constraints, including the need to respect personal or commercial confidentiality;
- fostering mutual understanding and effective relations generally between the two bodies;
- securing consistent treatment of matters which affect them both;
- ensuring an open and transparent relationship between the organisations.

This MOU is not intended to be a contract in law and does not give rise to any contractual rights or liabilities. It does not override the signatories' statutory responsibilities or functions, nor does it infringe their autonomy or accountability.

2. Functions of the parties to this memorandum

2.1 PSOW

The PSOW has a statutory role to look into complaints about public services and independent health and social care providers in Wales. He also investigates complaints that members of local government bodies have broken their authority's code of conduct. He is independent of all government bodies. PSOW's role is:

- To consider complaints about public bodies, including family Health Service providers and privately arranged or funded healthcare (in certain circumstances) or social and palliative care services.

- To consider complaints that members of local authorities have breached the code of conduct.
- To put things right and put people back in the position they would have been in if they had not suffered an injustice and work to secure the best possible outcome where injustice has occurred.
- To work with bodies so that lessons from investigations are learned.
- To undertake “Own Initiative Investigations” into matters of wider public interest within the Ombudsman’s jurisdiction
- To promote continued improvement in the standards of public services in Wales by helping bodies to get it right first time – to work to reduce complaints by helping service providers to improve their decision making.

2.2 GMC

The GMC is an independent organisation that helps to protect patients and improve medical education and practice across the UK. The GMC’s powers and statutory functions are derived from the Medical Act 1983.

- We decide which doctors are qualified to work here and we oversee UK medical education and training
- We set the standards that doctors need to follow, and make sure that they continue to meet these standards throughout their careers.
- We take action to prevent a doctor from putting the safety of patients, or the public’s confidence in doctors, at risk
- Doctors must be registered with a licence to practise with the GMC

3. Consultation and co-operation

PSOW and GMC agree that where the functions and actions of one body affect the functions and actions of the other, they will consult and co-operate together in order to fulfil their respective functions as fully, effectively and efficiently as possible. This co-operation will include the sharing of appropriate information and maintaining effective communication where this will inform and improve the work of each party.

Within available resources, the PSOW and the GMC will invite representation from the other party to project teams, work groups etc where both parties believe there would be advantage in joint working. The two parties will encourage formal and informal contacts between their staff to raise awareness of the roles, responsibilities and methods of working of each.

4. Sharing information

Cooperation between the PSOW and GMC will often require the exchange of

information. All arrangements for collaboration and exchange of information set out in this MoU and any supplementary agreements will take account of and comply with the General Data Protection Regulation, Data Protection Act 2018, Health and Social Care Act 2008, any other relevant legislation (including, where applicable, the Public Services Ombudsman (Wales) Act 2019) and any PSOW and GMC codes of practice, frameworks or other policies relating to confidential personal information.

The PSOW and the GMC recognise that certain issues may be submitted (or may be capable of being submitted) to both organisations. In these circumstances, the bodies undertake to liaise as far as possible having due regard to the requirements on each to comply fully with relevant data protection and confidentiality obligations. The focus of such liaison will be to ensure that the wishes of the person raising the concerns is respected and that they are given the best possible advice about the options open to them. Particular care will be taken to avoid situations where concerns are not properly considered because of confusion about where to signpost an individual or whether an individual has been signposted.

This MoU is supplemented by Schedule 1: Description of the Information to be shared under this agreement and Personal Data should be transferred under this agreement in the format set out in the attachments to Schedule 1.

GMC and PSOW are subject to the Freedom of Information Act 2000. If one organisation receives a request for information that originated from the other, the receiving organisation will discuss the request with the other before responding.

5. Public information and information to other organisations

Before issuing any guidance, publicity and information to the public or other organisations about any aspect of their current or proposed functions relating to complaints, each party will consider the extent to which it would assist the other in the effective and efficient discharge of its functions if mention were made of that organisation and its functions. Where relevant and possible, each party will invite the other to participate in any conferences, seminars or workshops it organises.

6. Liaison meetings

PSOW and GMC representatives will remain in regular contact and meet as appropriate to consider matters of mutual interest arising from their respective functions.

7. Monitoring and reviewing this memorandum

PSOW and GMC will ensure that the other has been provided with appropriate named contacts to liaise as required to carry out day to day business. Either party may suggest amendments to the MoU.

Where either party identifies problems in operating this MoU, it will seek to resolve them quickly and informally. If this is not possible then the Ombudsman and the **Head of GMC Wales Office** will take responsibility for achieving a mutually acceptable resolution. Their decision will be final.

8. Key contacts and dispute resolution

Details of key contacts are set out in Appendix 1.

In the event of any dispute, representatives of the signatories agree to discuss how best to resolve the issues at an appropriate level. This discussion should take place as soon as reasonably practicable. If this does not resolve the dispute, the issue will be referred to the Head of GMC Wales Office and the Ombudsman, who shall endeavour to agree an appropriate resolution.

9. Duration and review

This MOU will be effective from **1 December 2019**. It is not time limited and will continue until varied or otherwise as agreed by the signatories. This MOU will however be reviewed every two years to ensure that it takes account of any prevailing regulatory or legislative developments.

Signatures to the Memorandum

Signed: 

Name: Nick Bennett

Public Services Ombudsman
For Wales

Date: 12 December 2019

Signed:

Name: Katie Laugharne

General Medical Council

Date:

Appendix 1: Key Contacts

1. Contact details

Public Services Ombudsman for Wales	General Medical Council
<p>Chris Vinestock Chief Operating Officer and Director of Improvement Office of the Public Services Ombudsman for Wales 1 Ffordd yr Hen Gae Pencoed CF35 5LJ</p> <p>Direct Email: Chris.Vinestock@ombudsman.wales</p> <p>Telephone: 01656 641173 www.ombudsman.wales</p>	<p>Katie Laugharne Head of Wales Office General Medical Council 4th Floor Caspian Point 2 Caspian Way Cardiff Bay CF10 4DQ</p> <p>Direct Email: Katie.Laugharne@gmc-uk.org</p> <p>Telephone: 02920 494948</p> <p>https://www.gmc-uk.org/about/how-we-work/who-we-work-with/wales</p>

2. Named contacts between PSOW and GMC are as follows:

MOU Management	
<p>Geraint Jones Assistant Investigation Manager Email: Geraint.Jones@ombudsman.wales</p> <p>Telephone: 01656 641185</p>	<p>Manel Tippett Policy and External Affairs Manager Email: manel.tippett@gmc-uk.org</p>

SCHEDULE 1: DESCRIPTION OF THE INFORMATION TO BE SHARED

This schedule should be read in conjunction with the Memorandum of Understanding in place between the Public Services Ombudsman for Wales (PSOW) and the General Medical Council (GMC) agreed on 29 November 2019.

The schedule has been formulated to facilitate the exchange of information between the parties. Any information being shared must be proportionate and no more than necessary for the purpose for which it is being shared. When sharing information we acknowledge each other's statutory responsibilities.

The attached information sharing forms should be used when sharing or requesting information.

1. Information which the General Medical Council (GMC) may share with Public Services Ombudsman for Wales (PSOW) is:

1.1 Personal data and special category data including:

- a) name;
- b) date of birth;
- c) registered address;
- d) GMC registration number;
- e) registration status;
- f) contact details and/or email address;
- g) details of complaints/concerns raised;
- h) details of on-going investigations;
- i) details of offences alleged to have been committed;
- j) details of convictions;
- k) fitness to Practise (FTP) history;
- l) employment details;

1.2. Any other information that the GMC is able to furnish or produce which GMC considers is necessary for an investigation by PSOW.

2. Information, including personal data and special category data, which PSOW has obtained for the purposes of an investigation by PSOW, that PSOW may share with the GMC is:

2.1 Any information which PSOW considers necessary, for the health or safety of patients and the public, to share with the GMC for the purposes of an investigation by the GMC.

2.2 Complaints that were made to PSOW but which may be better dealt with by the GMC and information related to such complaints, where the person making the complaint has consented to the complaint and related information being shared with the GMC.

2.3 Any information which indicates a person is likely to be a threat to the health or safety of patients which is disclosed to the GMC in the interests of the health and safety of patients.

2.4 Reports of investigations by PSOW and statements of reasons not to investigate complaints made to PSOW which PSOW considers it appropriate to send to the GMC when the requirements set out in paragraph 2.3 are met.

3. Information, including personal data and special category data, which PSOW has not obtained for the purposes of an investigation by PSOW, that PSOW may share with the GMC is:

3.1 Any information the GMC considers relevant to the discharge of its statutory functions.

Information Sharing Form

We believe the following information may be of interest to your organisation:

Name of organisation sharing the information:	
Name of organisation* receiving the information: *Please include the name of the key contact.	
Name and position of person sharing the information:	
Information supplied, including, where relevant: - Registrant's name; - Registration number; and - Registered/practice address.	
Source of information:	
Reason(s) for disclosure:	
Follow up action, if any:	
List of documents provided, if any:	
Is the individual concerned aware that this information has been shared:	
Any specific arrangements regarding retention/deletion of information:	
Any other relevant information:	
Date of disclosure:	
Name and position of person completing this form:	
Signed:	
Dated:	

Information Sharing Request Form

Name of organisation requesting the information:	
Name of organisation* the information is requested from: <i>*Please include name of key contact</i>	
Name and position of person requesting information:	
Information requested:	
Reference to information sharing agreement:	
Purpose:	
Date required by:	
Any specific arrangements regarding retention/deletion of information:	
Date of request:	
Any other relevant information:	
Signed:	
Dated:	

Information Sharing Decision Form

Name of organisation sharing the information:	
Name of organisation* receiving the information: <i>*Please include the name of the key contact</i>	
Date request received:	
Information requested:	
Purpose:	
DPA factors/conditions	
Decision:	
Information supplied:	
Reason(s) for disclosure or non-disclosure:	
List of documents provided, if any:	
Any specific arrangements regarding retention/deletion of information provided:	
Any other relevant information:	
Decision taken by (name and position):	
Name and position of person completing this form, if different from above:	
Date of disclosure:	
Signed:	
Date:	