

Memorandum of Understanding

**Between the Parliamentary and Health Service
Ombudsman and the General Dental Council**

10 November 2016

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1. Introduction

The purpose of this Memorandum of Understanding (MoU) is to set out the functions of the Parliamentary and Health Service Ombudsman (PHSO) and the General Dental Council (GDC) 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 PHSO and the GDC 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 PHSO

PHSO has a statutory responsibility under the Health Service Commissioners Act 1993 to consider a complaint that someone has sustained injustice or hardship as a consequence of: failure in services provided by a health service body in England; failure to provide a service which it was a function of the body to provide; and/or maladministration connected with any other action (other than the provision of, or a failure to provide, a service) taken by or on behalf of such a body.

The Health Service Commissioners Act 1993 section 15 prevents PHSO from disclosing any information obtained in the course of, or for the purposes of, an investigation, except in specified limited circumstances, some of which include:

“for the purposes of the investigation and any report to be made in respect of it” (s15(1)(a)) or

“where the information is to the effect that any person is likely to constitute a threat to the health or safety of patients” (s15(1)(e)).

PHSO can consider complaints from members of the public who claim to have sustained injustice or hardship as a result of maladministration or service failure by an authority within the PHSO's jurisdiction. Complaints to PHSO need to first have been made to the listed authority concerned and have completed their complaints process.

As set out above, PHSO is only able to disclose information obtained for the purposes of an investigation (such as complaints to PHSO and supporting information sent with complaints) in limited circumstances. If PHSO receives a complaint that might be more appropriately considered by the GDC, then enquiries to, and sharing information with, the GDC about the complaint would be part of the work needed to decide whether or not PHSO should investigate a complaint and would, therefore, be for the purposes of an investigation (which includes deciding whether or not to investigate). Consequently, PHSO would legally be able to share information with the GDC about specific complaints PHSO had received which might be more appropriately considered by the GDC. However, best practice dictates that consent should be obtained from the person who made the complaint before any information was shared with the GDC. The need for consent will be decided on a case by case basis.

2.2 GDC

The GDC is the independent statutory body with responsibility for regulating dental professionals in the United Kingdom.

The GDC's purpose is to protect the public by regulating dental professionals. It does this by:

- Registering qualified dental professionals;
- Setting and enforcing standards of dental practice and conduct;
- Protecting the public from illegal practice;
- Assuring the quality of dental pre-registration education and training;
- Ensuring that dental professionals keep their knowledge and skills up to date;
- Investigating and acting upon complaints received about the fitness to practise of registered dental professionals;
- Helping patients and the profession to resolve complaints about private dentistry.

Effective regulation of dental professionals enhances public safety, improves the quality of dental care, and helps ensure public confidence in the dental professions and dental regulation.

The GDC aims to regulate in a way that is proportionate, accountable, transparent, consistent, targeted, and responsive to changing demands, risks and priorities.

3. Consultation and co-operation

PHSO and GDC 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, PHSO and GDC 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

PHSO and GDC 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 Schedule 1.

5. Liaison meetings

PHSO and GDC representatives will meet as appropriate to consider matters of mutual interest arising from their respective functions.

7. Monitoring and reviewing this memorandum

PHSO and GDC 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 Chief Executive of GDC 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 Chief Executives of the signatories, who shall endeavour to agree an appropriate resolution.

9. Duration and review

This MOU will be effective from 10 November 2016. It is not time limited and will continue until varied or otherwise as agreed by the signatories.

Signatures to the Memorandum

Signed:



Name: Amanda Campbell

Chief Executive
Parliamentary and Health Service
Ombudsman

Date:

30/11/16

Signed:



Name: Ian Brack

Chief Executive
General Dental Council

Date:

5/11/16

Appendix 1: Key Contacts

1. Contact details

Parliamentary and Health Service Ombudsman	General Dental Council
Amanda Campbell Chief Executive Email: Amanda.Campbell@ombudsman.org.uk Parliamentary and Health Service Ombudsman Millbank Tower, Millbank London SW1P 4QP Telephone: 0345 015 4033 www.ombudsman.org.uk	Ian Brack Chief Executive and Registrar Email: lbrack@gdc-uk.org General Dental Council 37 Wimpole Street London W1G 8DQ Telephone: 020 7167 6365 www.gdc-uk.org

2. Named contacts between PHSO and GDC are as follows:

MOU Management	
Hannah Burling Information & Records Manager datasharing@ombudsman.org.uk	Jonathan Green Director of FTP Fitness to Practise Department Fitnessstopractise@gdc-uk.org Telephone: 020 7167 6209

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 Parliamentary and Health Service Ombudsman (PHSO) and the General Dental Council (GDC) agreed on 10 November 2016.

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 Dental Council (GDC) may share with Parliamentary and Health Service Ombudsman (PHSO) is:

1.1 Personal data and sensitive personal data including:

- a) name;
- b) date of birth;
- c) registered address;
- d) GDC registration number;
- e) registration status;
- f) contact details and/or email address;
- g) ethnicity/nationality;
- h) details of complaints/concerns raised;
- i) details of on-going investigations;
- j) details of offences alleged to have been committed;
- k) details of convictions;
- l) fitness to Practise (FTP) history;
- m) employment details;
- n) details of any health or self-declaration obtained/received;
- o) details of any declaration provided by a character or identity referee received;
- p) indemnity/indemnity declaration status; and
- q) photographic identity/evidence documentation received.

1.2. Any other information that the GDC is able to furnish or produce which PHSO considers is relevant to an investigation by PHSO.

2. Information, including personal data and sensitive personal data, which PHSO has obtained for the purposes of an investigation by PHSO, that PHSO may share with the GDC is:

2.1 Any information which it is necessary for PHSO to share with the GDC for the purposes of an investigation by the GDC.

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

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

2.4 Reports of investigations by PHSO and statements of reasons not to investigate complaints made to PHSO which PHSO considers it appropriate to send to the GDC.

3. Information, including personal data and sensitive personal data, which PHSO has not obtained for the purposes of an investigation by PHSO, that PHSO may share with the GDC is:

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