**Memorandum of Understanding**

Between

**The Parliamentary and Health Service Ombudsman (PHSO)**

And

**The Scottish Public Services Ombudsman, Public Services Ombudsman for Wales, Northern Ireland Public Services Ombudsman, and Gibraltar Public Services Ombudsman (hereafter referred to as: Colleague Ombudsmen)**

This Memorandum of Understanding (MOU) sets out the terms and understanding between the PHSO and Colleague Ombudsmen in relation to co-operation on the sourcing of Clinical Advice. It is a formal agreement between the parties but is not legally binding.

**Background**

Following consultation we have set up collaborative arrangements for sharing information about potential sources of clinical advice. PHSO maintains a substantial database of external clinical advisers to service its own requirements. Colleague Ombudsmen have smaller resources and requirements but now have access to the PHSO database.

**Purpose**

This MOU sets out the principles for collaboration on the area of sourcing Clinical Advice and the responsibilities of each Ombudsman in relation to delivering that collaboration.

There are three key areas of collaboration:

1. **Clinical Adviser Database**

All parties to the MOU are registered on PHSO’s ShareFile system. On the final working day of each month the up-to-date Clinical Adviser Database will be exported by PHSO to ShareFile and will be accessible to all parties to the MOU.

PHSO will give 12 months’ notice of any intention to cease sharing the Clinical Adviser Database.

Where new Clinical Advisers are obtained by Colleague Ombudsmen (for example, where there is a gap on the existing Clinical Adviser database), their details will be shared with PHSO for addition to the database as long as permission has been sought from that individual to share their details.

1. **Costs, Risk and Information Governance**

All information within the Clinical Adviser Database is subject to the provisions of the Data Protection Act (1998) and will be treated as strictly confidential.

No party is permitted to download any part of the Clinical Adviser Database to external IT systems unless there is an agreement between a specific Ombudsman service and an individual Clinical Adviser.

All parties agree that the information held within the Clinical Adviser Database is only available for the stated reasons of providing clinical advice and should not be used for any other purpose.

Colleague Ombudsmen agree to inform PHSO immediately should any breach of Clinical Adviser details occur.

Should any party become aware of any inaccuracy in the information within the Clinical Adviser Database they will notify PHSO immediately so steps can be taken to amend it.

All parties agree to share any significant concerns regarding the suitability to provide clinical advice of any Clinical Adviser on the PHSO ShareFile with the Partner Representatives at the earliest opportunity. All parties agree that any cost incurred as a result of any Clinical Adviser being deemed unsuitable to provide advice, and providing all Partner Representatives were informed as soon as any concern arose, will be borne by the Ombudsman seeking the advice.

1. **Support for transition**

Mutual support and sign-posting will continue between senior Clinical Advice colleagues at PHSO and Colleague Ombudsmen to enable Colleague Ombudsmen staff to become familiar with the database and methods of identifying suitable Clinical Advisers. Colleague Ombudsmen are encouraged to refer to existing Briefing Guidance provided by PHSO for the procurement of Clinical Advisers.

**Ongoing arrangements**

The parties to the MOU will participate in the following ongoing arrangements:

* Regular learning and feedback meetings which will occur on a minimum annual basis; and
* Sharing of intelligence and information regarding the use and efficacy of clinical advice arrangements.

**Duration**

This MOU is at-will and may be modified by mutual consent of authorised staff from PHSO and Colleague Ombudsmen. This MOU shall become effective upon signature by the authorised staff from the PHSO and Colleague Ombudsmen. In the absence of mutual agreement by the authorised staff to modify or terminate, this MOU shall remain in effect until it is reviewed in March 2019.

Feedback from learning and feedback meetings will inform the review.

Further review will occur every two years by written agreement of the parties.

**Reporting**

We will review the effectiveness of the arrangements as part of the collaborative arrangements referred to above.

**Contact Information**

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