MedCo Policies Document

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Owner: MedCo Registration Solutions

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MedCo's Articles of Association permit MedCo to:

"do all such other things as are incidental or conducive to the attainment of the [Company's] *objects or any of them."*

MedCo operates in accordance with policy decisions made by the government. In order to deliver against the government's policy objectives MedCo has made its own policy decisions to ensure the efficient operation of MedCo and to improve the quality of medico-legal reporting.

This policy document sets out those policies that have been made to date and will be kept under review and updated as necessary. All Medical Reporting Organisations (MROs), Direct Medical Experts (DME), Authorised Users (AU) and Indirect Medical Experts (IME) should familiarise themselves with MedCo's policies.

Contents

Definitions

''Accreditation Training''	means the training MedCo requires an Expert to undertake to attain the status of being accredited by MedCo and which can only be maintained by completing further training as and when required by MedCo. This includes, but not limited to, Continuous Professional Development (CPD) training;
"Authorised User"	a third party authorised by MedCo to access and use the Database and obtain and use the Database Data to carry out searches on the Database;
"Case Data"	the data items added to the Database by the MRO or DME after completing a medico-legal report as more particularly detailed in the MedCo Data Validation Rules;
"Charges"	as set out in the MedCo charging policy which can be found on the MedCo website: www.medco.org.uk;
"Civil Procedure Rules"	means the rules of court governing the practice and procedure to be followed in civil litigation proceedings in England and Wales as established by the Civil Procedure Act 1997 and updated periodically by the Civil Procedure Rule Committee. For the purposes of this Agreement, any reference to the Civil Procedure Rules incorporates reference to the relevant Practice Directions and pre-action protocols relating to pre-issue conduct, as made and approved from time to time by the Head of Civil Justice;
"Core Functions"	means the core functions of a MRO which are considered as a minimum to be those covered by QC 1.1, 1.8, 1.10 (Responsible Officer only), 1.13, 1.16 and 2.2 as outlined in the guidance to the MoJ QC;
"Database"	as defined in the User Agreement;
"Database Data"	the Expert Data and Case Data provided by MROs and Experts and other data as determined by MedCo from time to time;
"Direct Medical Expert"	as defined in the User Agreement;
"Ethics Policy"	the MedCo Ethics Policy attached as a schedule the User Agreement as amended from time to time by MedCo;

"Expert Data"	means the full name, contact details and GMC number (or equivalent) / HCPC number of medical experts within the MedCo Database;
"Experts"	means IMES and/or DMEs;
"Indirect Medical Expert"	means a medical expert who will only accept instructions to complete a relevant medico-legal report from an MRO and will not provide a report on direct instruction;
"MedCo Data Validation Rules"	the document containing the Rules for the supply of Data set out at www.medco.org.uk (as amended by MedCo from time to time);
"MedCo Rules"	rules made by the MedCo Board from time to time and notified to the User on reasonable notice in accordance with their powers as defined by the MedCo Articles of Association;
"MedCo Sourced Report"	a medical report required to be sourced via MedCo in accordance with any Civil Procedure Rules;
"Medical Reporting Organisations"	a Medical Reporting Organisation that meets the definition of an MRO and the other minimum qualifying criteria as outlined in the "Qualifying Criteria for Medical Reporting Organisations" document published by the Ministry of Justice ("MoJ") on www.medco.org.uk (or as otherwise stipulated by MoJ from time to time);
"Peer Review"	means a peer review assessment, by a panel of medical experts appointed by MedCo, of the Expert's medico-legal reports;
"Practicing Addresses"	the addresses an Expert regularly practices from and has notified to MedCo;
"Qualifying Criteria"	the criteria set by the MoJ (as amended from time to time);
"Service Level Standards"	are the standards prescribed by MedCo (as amended from time to time) that Users are expected to meet;
"User''	includes AUs, MROs, Experts and/or any third party granted access to the Database by MedCo (as relevant); and
"User Agreement''	the agreement between MedCo and a User setting out the parties' respective obligations. The agreements, as amended from time to time, can be found on the MedCo website: www.medco.org.uk.

Qualifying Criteria

1. MedCo will determine how the Qualifying Criteria ('QC') are to be applied and specifically which parts are to be considered the Core Functions which will be taken into account in its decisions related to overall levels of compliance with the QC.

2. Should any of the Core Functions not be met either in part or whole then it will be determined that the QC have not been complied with.

3. MedCo considers the individual criteria in the QC to be part of an overlapping, coherent and consistent whole, such that it is not appropriate for each individual QC to be assessed in isolation from the others. As a consequence, the wording of each QC will be interpreted in light of the wording used in each of the other QC. For instance, 1.8 (Ethical Policy) makes no explicit reference to Users operating in a way "contradictory to the Government's stated policy objectives", but as this phrase is used in 1.1 (Definition of a MRO) MedCo considers it to be implicitly in the scope of the Ethics Policy.

4. When evaluating compliance with any one QC, unless explicitly stated otherwise, MedCo will normally consider evidence from the previous two years and forward projections up to 12 months. If a MRO commenced trading within two years, the start point will be from its date of commencement of trading as a MRO but only in respect of Table 1 of the QC.

5. It is possible that a User may fail to meet one or more numerical targets specified directly in the QC or by MedCo. Therefore, when assessing compliance with any numerical targets specified directly in the QC or by MedCo, MedCo will apply a tolerance range of 10% to any of the stated targets to determine whether it was achieved or not, provided that the total number of numerical targets met by the User use of the tolerance level is required on no more than 2 occasions per audit. For example, each minimum service level (e.g. overall case lifecycle) would count as one occasion as would each numerical target mentioned in any individual QC (e.g. 250 accredited Experts).

6. An applicant seeking to register with MedCo will not pass a new registration audit if it only intends to start designing and developing its processes once it has been set to 'live' status.

7. MedCo may apply a tolerance limit to the requirements for non-numerical evidence in respect of part of any one QC provided that in all other respects the User meets all the other applicable QC. The circumstances where MedCo may consider applying a tolerance level are where a User:

    a. lacks all the required evidence to demonstrate that it meets one particular QC; or

    b. is unable to provide the requisite evidence for valid reasons that were not taken into account in the QC.

Financial obligations

8. MedCo does not consider that money deposited in solicitors' client accounts complies with the QC requirement 1.4 in table 1 of the QC.

9. Where an MRO withdraws from MedCo, ceases to trade or moves its bond to another provider, it must ensure that a minimum 18-month run-off period is in place, such that no Expert is disadvantaged by the MRO's decision to exit MedCo or change bond provider.

10. MedCo interprets the words failure of an MRO widely and so as to mean any failure leading to an inability to meet its debts.

11. All Charges paid by Users to MedCo are non-refundable.

12. If a User has been suspended for failing to pay any Charges, MedCo may write to the User giving them 28 days' notice of MedCo's intention to terminate their User Agreement.

13. If a User fails to pay the annual Charges on the date specified by MedCo but subsequently pays the annual Charges prior to termination, the payment shall run from the date when the annual Charges fell due and shall not run 12 months from the date paid. This shall apply even if the User is suspended on the date the annual Charges are due.

Quality assessment and Peer Review

14. MedCo will keep the quality of Experts' reports under review, such review will include: issues of conduct, via assessment ("Quality Assessment") of the Case Data provided by the Expert and where appropriate by considering anonymised copies of medical reports; or conducting Peer Review in order to establish and ensure that the quality of the medical reports is of the highest quality.

15. Peer Review and Quality Assessment will be arranged through the Expert Audit and Peer Review (EAPR) sub-committee. MedCo may conclude that reports are not of an appropriate quality and can take action if required in the circumstances in accordance with the User Agreement.

Accreditation Training

16. Experts must complete the Accreditation Training within 9 months of MedCo notifying the Expert that they have approval to undertake the Accreditation Training.

17. MedCo will stipulate on an annual basis the number of hours of CPD training that an Expert must complete in the following year in order to satisfy the Accreditation Training requirements.

18. The MedCo CPD year will run from 1 June to 31 May. If an Expert fails to complete the required number of hours of CPD training within the CPD year they will have to complete the outstanding CPD training within 12 months of the previous CPD year ending. An Expert who fails to complete the CPD training within that time period will have failed to maintain their Accreditation Training.

Examinations

19. Experts must carry out a medical examination for a MedCo Sourced Report at a Practicing Address deemed to be used regularly. The expectation is that a Practicing Address will usually be used at least once quarterly for it to be considered "regular" use. However, it will depend on the number of examinations that are carried out annually and the location of the Practicing Address. By way of example, an urban based expert, doing over 1,000 reports annually, will need to use the Practicing Address more frequently than quarterly, if it is to be deemed regular use. Whereas quarterly may be appropriate for an expert doing a hundred or so reports annually in a rural location.

Audits

20. An MRO will have a pre-registration audit before it can be determined whether it will be eligible to become operational on the MedCo system as per the applicable audit guide.

21. MROs will be audited against compliance with the QC (as interpreted through the QC guidance), the User Agreement, Service Level Standards and MedCo Rules and for this purpose the MedCo Board has set up a sub-committee who arrange such audits.

22. AUs will be audited against compliance with the User Agreement and MedCo Rules and for this purpose the MedCo Board has set up a sub-committee who arrange such audits.

23. Experts will be audited against compliance with the User Agreement and MedCo Rules and for this purpose the MedCo Board has set up a sub-committee who arrange such audits.

24. MedCo will consider whether the information provided by the User in advance of an audit satisfies Medco's request for such information and that it is sufficient to undertake an audit. If MedCo determine that the information provided does not comply with the request, MedCo may decide to suspend or terminate the User dependent upon the extent of the failure.

25. When making its decisions, MedCo considers the extent to which a User that fails to meet one or more of their contractual obligations in part or whole can provide evidence of having fully addressed the applicable issues prior to the decision being made.

26. Failure to fully co-operate during an audit may lead to MedCo suspending or terminating the User Agreement. This includes, but is not limited to, comprehensively responding to

MedCo's requests in a timely manner and not deferring audit visits without reasonable explanation.

Suspension/Termination

27. If a User is suspended due to an unsuccessful audit outcome, there will be a minimum suspension period of three months and the User will require a re-audit before the suspension can be lifted. If following a re-audit the outcome is not successful and the suspension remains in place, there will be a further minimum period of suspension of six months.

28. Experts failing to maintain their Accreditation Training shall be suspended until they have completed the outstanding hours of CPD training from the previous CPD year. If an Expert fails to complete the outstanding hours of CPD training within the next CPD year MedCo may terminate the User Agreement.

29. If Users are suspended for any other reason MedCo shall determine the minimum suspension period on a case by case basis.

30. If MedCo terminates its User Agreement with any User, that User will require the permission of the Board should they wish to re-register with MedCo. The Board may determine that they will not consider any such request during a stated period that they will stipulate based on the reason for the termination. That period could be indefinitely.