



An Roinn Oideachais
Department of Education



Memorandum of Understanding

Health Information and Quality Authority and Inspectorate, Department of Education

05 04 2022

1. The Parties

The **Health Information and Quality Authority**, having its head office at Unit 1301 City Gate, Mahon, Cork, Ireland.

And

The **Department of Education having** its office at Marlborough Street, Dublin 1.

2. Interpretation and Definitions

2.1 This Memorandum of Understanding means the clauses of and the appendices to this Memorandum of Understanding, all of which shall be read as one document.

2.2 In this Memorandum of Understanding, the following definitions shall apply:

- (i) "Children detention school" has the same meaning as set out in the Children Act 2001 (as amended)
- (ii) "DES Inspectorate" means the Inspectorate, Department of Education;
- (iii) "HIQA" means the Health Information and Quality Authority and shall include the Chief Inspector of Social Services where relevant;
- (iv) "MOU" means this Memorandum of Understanding;
- (v) "parties" means HIQA and Inspectorate, Department of Education and "party" means either of them;
- (vi) Special Care Unit has the same meaning as set out in the Child Care Act 1991 (as amended)
- (vii) "1998 Act" means the Education Act 1998
- (viii) "2007 Act" means the Health Act 2007 as amended from time to time;

3. Background

3.1 The parties wish to enter into this MOU to establish a framework for cooperation and information sharing in areas of mutual responsibility and shared interest which fall within their respective remits.

3.2 The parties agree that the MOU entered into between the parties on 10 June 2019 is hereby terminated and this MOU shall come into effect in accordance with clause 10 of this MOU.

4. Legislative Mandate

Statutory Role, Functions and Powers of HIQA

- 4.1 HIQA, having been established under the 2007 Act is an independent statutory authority established to promote safety and quality in the provision of health and social care services for the benefit of the health and welfare of the public. HIQA's mandate to date extends across a wide range of public, private and voluntary sector services. Reporting to the Minister for Health and engaging with the Minister for Children, Equality, Disability, Integration and Youth, HIQA has responsibility for:
- (a) **Setting standards for health and social care services** – Developing person-centred standards and guidance, based on evidence and international best practice, for health and social care services in Ireland.
 - (b) **Regulating social care services** – The Chief Inspector of Social Services within HIQA is responsible for registering and inspecting residential services for older people, people with a disability and children's special care units.
 - (c) **Regulating health services** – Regulating medical exposure to ionising radiation.
 - (d) **Monitoring Services** – Monitoring the safety and quality of health services and children's social services, and investigating as necessary serious concerns about the health and welfare of people who use these services.
 - (e) **Health Technology Assessment** – Evaluating the clinical and cost-effectiveness of health programmes, policies, medicines, medical equipment, diagnostic and surgical techniques, health promotion and protection activities and providing advice to enable the best use of resources and the best outcomes for people who use our health service.
 - (f) **Health Information** – Advising on the efficient and secure collection and sharing of health information, setting standards, evaluating information resources and publishing information on the delivery and performance of Ireland's health and social care services.
 - (g) **National Care Experience Programme** – Carrying out national service-user experience surveys across a range of health services, in conjunction with the Department of Health and the HSE.

- 4.2 Under Section 8(2)(b) of the 2007 Act, in carrying out its functions, HIQA shall have regard to the need to co-operate with and co-ordinate its activities with public authorities, the performance of whose functions affect or relate to the functions of HIQA, other than those functions described in section 8(1)(c), (d) and (l) of the 2007 Act. The functions described in section 8(1)(c), (d) and (l) are monitoring compliance with standards, undertaking investigations where there is a serious risk to the safety, health or welfare of a person receiving services in respect of which HIQA has set standards and advising the Minister for Children, Equality, Disability, Integration and Youth, the Health Service Executive and the Child and Family Agency as to the level of compliance by the HSE and service providers with the standards set by HIQA.
- 4.3 Under Section 38 of the 2007 Act, HIQA may, subject to any directions given by the Minister for Health under Section 29 of the 2007 Act, and on the terms and conditions HIQA sees fit to impose, give assistance to a body which performs or proposes to perform a function similar or ancillary to a function that HIQA may perform.
- 4.4 Section 8(3) of the 2007 Act provides that HIQA has all the powers as are necessary or expedient for the performance by it of its functions.

Statutory Role, Functions and Powers of the Inspectorate of the Department of Education

- 4.5 The Inspectorate is the division within the Department of Education responsible for the evaluation of primary and post-primary schools, centres for education and early year's settings and operates in accordance with Section 13 of the Education Act 1998 and other legislative provisions. The Inspectorate consisting of a Chief Inspectorate and Inspectors, is appointed by the Minister for Education. Inspectors provide oral feedback to school communities at the end of inspections and, in the case of all whole-school types of inspections, they provide a printed report which is published on the Department's website. Inspectors also provide advice on a range of educational issues to school communities, policy makers in the Department and to the wider educational system.
- 4.6 Reporting to the Minister for Education the Inspectorate has responsibility for:
- a) **Providing assurance of quality and public accountability in the education system.**

- b) **Supporting and advising schools and centres for education** – The Inspectorate visit recognised schools and centres for education and, following consultation with the board, patron, parents of students and teachers, as appropriate, may evaluate the organisation and operation of those schools and centres and the quality and effectiveness of the education provided in those schools or centres, including the quality of teaching and effectiveness of individual teachers and evaluate the education standards in such schools or centres.
- c) **Evaluating the quality and effectiveness of the provision of education in the State** – evaluations may include comparison with relevant international practice and standards.
- d) **Promoting best practice and school improvement** – The Inspectorate advise teachers, principals and boards of management in schools in respect of the performance of their duties, and, in particular, assist teachers in employing improved methods of teaching and conducting classes.
- e) **Publishing inspection reports** – reporting on individual schools and centres for education in accordance with S.I. No. 153/2015 - Education Act 1998 (Publication of Inspection Reports on Schools and Centres for Education) Regulations 2015.
- f) **Researching and reporting on the educational system** – providing support in the formulation of policy and curriculum provision, teaching, learning and assessment generally in the educational system.
- g) **Promoting the Irish language** – evaluating the effectiveness of the teaching, development, promotion and use of Irish in schools and centres for education.

5. Purpose and Objectives

- 5.1 The purpose of this MOU is to provide a framework for co-operation and communication between the parties to ensure maximum effectiveness and efficiency when performing their respective statutory functions. The parties recognise that there are areas where the performance of the functions of HIQA and the Inspectorate may overlap.
- 5.2 This MOU is intended to cover areas of common interest where cooperation will lead to improved health, social care and educational services for the benefit of the health and welfare of people using services and in the interest of people using services safety and public protection.

5.3 The objectives of this MOU are:

- a) to promote cooperation and consultation, where appropriate, on mutual areas of strategic and high level operational interest in order to promote a common understanding of the statutory responsibilities, working procedures and legal powers and constraints of each of the parties;
- b) to share knowledge, expertise and experience and to facilitate the exchange of information related to inspections and investigations and the operation of health, social care and education systems in order to promote mutual support and assistance in performing the parties' respective statutory functions;
- c) to examine or pursue opportunities, and where appropriate, to collaborate on initiatives within each parties' statutory remit, where it is deemed by the parties to be in the interests of promoting the safety and quality of health and social care services for the benefit of people using services;
- d) to facilitate and provide the necessary safeguards for the cross referral of information and information of concern, where one party believes that the information falls within the statutory remit of the other or both. Both parties will respect, maintain and adhere to all requirements of relevant legislation.

6. Primary Areas of Cooperation

6.1 The parties agree that they may communicate and cooperate, in particular, in relation to the following matters (without limitation):

- (a) To consider, consult and collaborate on joint projects or initiatives, where appropriate and where it is within both parties' statutory remit. Such projects or initiatives may include but are not limited to collaborating on: the development of standards and associated implementation support tools in order to promote improvements in services for the benefit of people using services.
- (b) To promote consultation and the sharing of operational information where appropriate in relation to visiting, monitoring and inspecting health, social and educational services in order to enable effective planning and the delivery of each party's statutory functions.

In order to facilitate a co-ordinated approach to investigations and inspections, the parties will advise the other where an investigation or inspection identifies information that is relevant to a matter under investigation or subject to monitoring by the other party. The parties' primary overlap of responsibility is in relation to visiting, monitoring and inspecting of special care units, residential services for children and children's detention centres which are regulated by HIQA and that have an associated educational facility under the remit of the DES Inspectorate.

- (c) To promote consultation, where appropriate, in relation to the implementation of mandated Government policy in so far as it relates to areas of mutual interest and responsibility of each party.
- (d) On cross referral of information including information of concern, where appropriate, where one party believes that the information of concern falls within the remit of the other. In this regard both parties will respect, maintain and adhere to all requirements of the relevant legislation;
- (e) For HIQA this includes but is not limited to: circumstances where HIQA becomes aware of information of concern which may relate to the quality and effectiveness of the education provided in schools and educational centres;
- (f) For the DES Inspectorate this includes but is not limited to: circumstances where the DES Inspectorate, through its inspection function or through its investigation or reporting processes becomes aware of information of concern which may relate to potential deficits in the safety, quality and standard of services regulated or monitored by HIQA; this may include concerns regarding the provision of a service that may lead to a risk to the safety of people using services.
- (g) To consult each other in relation to any significant new strategic or policy proposals likely to affect the other party and to provide such relevant information or advice as necessary.
- (h) To engage in joint training or knowledge sharing exercises involving their respective employees where doing so would support the purposes of the MOU;
- (i) Any other matter in respect of which the parties agree their cooperation would be in keeping with the spirit of this MOU or desirable in the public interest.

7. Exchange of Information

- 7.1 The parties will ensure that any disclosure of information under the terms this MOU is carried out in a manner that is prompt, efficient, proportionate and fully in compliance with the law, including in particular the Data Protection Acts 1988 to 2018, the General Data Protection Regulation 2016/679, the Data Sharing Governance Act 2019, the 2007 Act, the 1998 Act and the Protected Disclosures Act 2014 and any amendments to this legislation.
- 7.2 The parties will, where appropriate, anonymise information or personal data before it is transferred to the other party.
- 7.3 Any sharing of information or personal data undertaken between the parties will be appropriately documented and will be subject to strict access and security controls and will ensure secure disposal of shared data.
- 7.4 The parties may enter a Data Sharing Agreement which will set out the legal basis for the sharing of any personal data pursuant to this MOU. No personal data shall be shared by the parties unless there is a lawful basis and it is necessary and proportionate to do so.
- 7.5 The parties agree not to use any information or personal data disclosed under this MOU for any purpose other than the purpose of performing its statutory obligations.
- 7.6 Without prejudice to any obligations under the Freedom of Information Act 2014, the Data Protection Acts 1998- 2018, the Data Sharing and Governance Act 2019 or any other statutory obligations that either party may have, the parties will not disclose any information received under the terms of this MOU to any third party without first obtaining the consent of the party that provided such information.
- 7.7 Nothing in this MOU requires the parties to disclose personal data or confidential information except in accordance with law.

8. Liaison and Communication

- 8.1 The parties agree to meet once every calendar year and more regularly where necessary to review the effectiveness of this MOU and identify any issues that require

to be addressed. Strategic, policy and operational meetings will be arranged as required and as agreed between designated contact persons.

- 8.2 All communication between the parties pursuant to this MOU will be carried out via the designated contact persons as set out in Appendix 1 of this MOU. This is in order to ensure that matters are dealt with by the appropriate person.
- 8.3 Upon signing of this MOU, each party will ensure that the identity and contact details (name, email and telephone number) of the designated contact person as set out in Appendix 1 of this MOU will be exchanged with the other party. In the event that there is a change in the identity of a designated contact person during the term of this MOU, the relevant party will inform the other party of same and will forward the identity and contact details of the appropriate designated contact.
- 8.4 Communication will be conducted between designated contact persons on a formal basis through scheduled meetings and informally as and when required.
- 8.5 The parties agree to use the pro forma form as set out in Appendix 2 of this MOU, to exchange any concerns or report any incidents except in the case of an emergency where information can be exchanged orally. In the case of an emergency, where information has been exchanged orally, the disclosing party agrees to use the pro forma form to record the exchange and will share it with the receiving party within a reasonable timeframe.
- 8.6 Each party will, before publishing any materials, statements, reports or press releases on a joint partnership, project or initiative notify the other party in advance of the publication and provide sufficient detail to the other party on the proposed publication.
- 8.7 The parties may publish this MOU on their respective websites.

9. Miscellaneous Matters

Legal Status of MOU

- 10.1. Each party acknowledges that this MOU does not create any legally binding obligations of any nature on either party. This MOU reflects the intentions of the parties who will in good faith observe and give due respect to the agreed terms of the MOU.

Variation

- 10.2 Any provision of this MOU may be amended at any time by the mutual consent in writing of the parties via the respective signatories.

Effective date

- 10.3 This MOU will come into effect upon the date of signature of both parties and will continue in effect until its termination.

Formal Review

- 10.4. This MOU will be subject to a formal review every two years from the date of its signing or otherwise as requested by a party to this MOU. The content of this MOU will be reviewed to ensure that it remains relevant, fit for purpose and up to date.

Termination

- 10.5 Each party may at any time give written notice of termination of this MOU to the other party. This MOU will terminate three months after the date of receipt of the notice of termination. The termination of this MOU will not affect the confidentiality undertakings expressed by the parties in this MOU or any commitments given under, or as a consequence of, this MOU in respect of any arrangements or action taken during the period before the termination takes effect.

Execution

- 10.6 This MOU may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

No Disclosure if prohibited

- 10.7 This MOU does not operate to require either party to disclose information to the other party if the disclosure of that information by the party concerned is prohibited by law.

Exceptional cases

- 10.8 While it is intended that the arrangements in this MOU should apply generally, it is recognised that some circumstances will require special handling. Nothing in this MOU prevents the making of arrangements to meet specific exceptional circumstances.

Disputes

- 10.9 The designated contact persons agree to act in good faith and to make efforts resolve any dispute arising on foot of this MOU amicably. In the event, that the designated contact persons cannot resolve the matter, it will be referred to the Chief Executive Officer or person with equivalent title of each party who will endeavour to resolve the matter.

Financial Arrangements

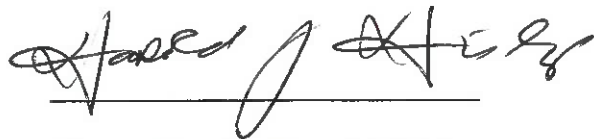
- 10.10 Each party to this MOU shall be solely responsible for the administration and expenditure of its own resources associated with its activities conducted under this MOU.

IN WITNESS where of this **Memorandum of Understanding** has been entered into on the 05 04 2022.



Signed by Angela Fitzgerald

Chief Executive Officer
Health Information and Quality Authority



Signed by Dr Harold Hislop

Chief Inspector for and on behalf of the
Department of Education

Date: 5 April 2022

Date: 3 May 2022



An Roinn Oideachais
Department of Education



**Health
Information
and Quality
Authority**

An tÚdarás Um Fhaisnéis
agus Cáilíocht Sláinte

Appendix 1 - Designated Contact Persons

Area of Liaison and Communication	HIQA	Inspectorate, Department of Education
Regulation/Monitoring/Inspection	Head of Programme, Children's Services	Deputy Chief Inspector
Standards	Head of Standards	Deputy Chief Inspector
Data Protection	Data Protection Officer	Deputy Chief Inspector
Freedom of Information	Freedom of Information Liaison Officer	Deputy Chief Inspector
Dispute Resolution	Chief Executive Officer	Chief Inspector



Appendix 2

Form for the Sharing of Information

Confidential

FROM	Inspectorate, Department of Education Name: Position: Email Address: Phone Number:	Please Tick Appropriate Box <input type="checkbox"/>
	OR [delete as appropriate]	
	Health Information and Quality Authority Name: Position: Email Address: Phone Number:	<input type="checkbox"/>

TO:	Inspectorate, Department of Education Name: Position: Email Address: Phone Number:	<input type="checkbox"/>
	OR [delete as appropriate]	
	Health Information and Quality Authority Name: Position: Email Address: Phone Number:	<input type="checkbox"/>

1	Type of Service	Please Tick Appropriate Box
	Children Detention School as defined in the Children Act 2001 (as amended)	<input type="checkbox"/>
	Education Facility as defined in the Education and Training Boards Act 2013 (as amended)	<input type="checkbox"/>
	Centre for Education as defined in the Education Act 1998 (as amended)	<input type="checkbox"/>
	Special Care Unit as defined in the Child Care Act 1991 (as amended)	<input type="checkbox"/>
	Other	<input type="checkbox"/>
Name and Address of Centre/Unit/Facility:		

Date of Concern/ Incident:	
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Date HIQA Inspectorate, Department of Education were on notice of Concern/ Incident:	
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Description of Incident/Concern
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¹ Insert all relevant services to both parties

[Note: All personal data should be anonymised where possible. No personal data should be shared by HIQA/ Inspectorate, Department of Education unless there is a lawful basis and it is necessary and proportionate to do so]

Please use additional pages if necessary

Date:
[refers to date form is completed]

