



Oifig an Ombudsman
Office of the Ombudsman



**Health
Information
and Quality
Authority**

An tÚdarás Um Fhaisnéis
agus Cáilíocht Sláinte

Memorandum of Understanding

between the

Office of the Ombudsman

and the

**Health Information
and Quality Authority**

**Memorandum of Understanding (MoU) between
the Office of the Ombudsman and the Health Information and Quality Authority**

1. Background

1.1 The Ombudsman's Office (OO), established under the Ombudsman Act 1980, as amended, and the Health Information and Quality Authority (HIQA) established under the Health Act 2007 as amended, wish to establish a framework for cooperation and information sharing about those elements of health and social care services which fall within their respective remits, and to establish effective procedures for signposting members of the public to each other's services.

1.2 The OO examines and/or investigates complaints against certain public bodies, including all hospitals providing public health services as well as publicly provided social care services (including residential services for older persons and persons with disabilities). Bodies providing health or personal social services for or with the assistance of the HSE under Sections 38 and 39 of the Health Act 2004 are also subject to the Ombudsman's remit. The Ombudsman decides if complainants have been dealt with fairly and properly. He may recommend redress for complainants, if appropriate, and may make recommendations for systemic improvements arising from individual complaints and complaints generally.

In addition to the above, the Ombudsman's remit has been extended to enable the Ombudsman to deal with complaints relating to the administrative actions of private nursing homes whose residents are in receipt of State support or subvention. This extension of remit applies only to actions which take place on or after 24 August 2015.

1.3 HIQA's mandate extends across the quality and safety of the public, private (within its social care function) and voluntary health and social care services. Its remit

includes setting standards, monitoring compliance with standards and regulations, and carrying out investigations where there are reasonable grounds to do so. The Office of the Chief Inspector of Social Services within HIQA registers designated centres, including nursing homes and centres providing residential services to children and adults with disabilities. HIQA may also provide advice and recommendations to the Department of Health and the HSE in respect of information identified respecting the services and health and welfare of the population.

1.4 In broad terms the primary role of the OO is to examine individual complaints, provide individual redress where appropriate and use complaint outcomes to improve public administration. In the case of HIQA, the primary role is the setting of standards and the regulation of organisations rather than individual complaint handling.

1.4 While operating separate and distinct mandates the overall objectives of the two offices are to ensure that -

- members of the public are treated fairly, properly and safely in the health and social care sectors;
- the potential for risk or harm to members of the public using health and social care services is minimised;
- where mistakes are made, lessons are learned;
- appropriate standards and procedures are in place and are constantly reviewed, monitored, improved and correctly implemented;

- health and social care providers seek to operate to the highest standards possible and are engaged in continuous improvement, and
- where appropriate, information is shared quickly and effectively in the best interests of the public and users of the health and social care services.

2. The Purpose of the Memorandum

2.1 Consistent with the overall objectives set out in this MoU, this agreement is designed to:

a) promote cooperation between the two offices in areas of strategic and high level operational interest that is to the benefit of service users;

b) ensure that relevant information which becomes available to one office and which may assist the other office in the performance of its functions, is shared between the two offices;

2.2 Consistent with the overall objectives and purpose of the MoU, the following specific actions will be undertaken/considered by the two offices:

1. In accordance with the Schedule (*Practical Arrangements for Transfer of Potential Complaints from HIQA to the Office of the Ombudsman*), where HIQA is informed of a complaint which has already been dealt with at local level and may be within the Ombudsman's remit, it will transfer the complaint directly to the Ombudsman's Office, with the consent of the complainant. Where consent is not provided, HIQA will provide full contact details for the Ombudsman's Office to the complainant. HIQA staff will advise members of the public of their right to complain to the Ombudsman as and when

appropriate. If the Ombudsman's Office receives information that may be of relevance to HIQA, it will transfer this information to HIQA. The Office of the Ombudsman will also provide contact details for HIQA to members of the public, including users of health and social care services, as and when appropriate.

2. The content of each office's website dealing with the respective roles of each office and how each office may be of service to prospective complainants/ service users / members of the public will be agreed and links will be provided to facilitate members of the public;
3. The wording to be used when signposting individuals who contact either office and who may more appropriately, at a later stage, have their concerns/complaints dealt with by the other office will be agreed;
4. Joint training initiatives for staff of each office will be developed and delivered;
5. Joint initiatives such as projects, research, presentations to public bodies, or investigations will be considered;
6. Formal arrangements will be put in place for sharing inspection and investigation reports, complaint data and statistical information and trends or other relevant information produced by each office.

3. Consultation and Liaison between the Offices

3.1 Before transferring any information, each office will satisfy itself that any such transfer is not in breach of its own legislative provisions regarding confidentiality and/or secrecy, or in breach of any other relevant statutory provisions, including the Data Protection Acts 1988 and 2003. Where information can usefully be anonymised before being transferred, each office will do that. Both offices recognise the prime importance of protecting service users and thus want to facilitate effective and timely information exchange designed to secure this outcome.

3.2 Each office will, to the greatest extent possible, respect the confidentiality and/or secrecy of information exchanged under this MoU and which has been obtained under the statutory powers of the other office.

3.3 Senior officials from the two Offices shall meet at least once annually to discuss issues arising from the operation of this MoU.

3.4 Officials from the two Offices will meet from time to time, possibly twice yearly or as necessary at the request of either office, to discuss trends, individual caserelated or other operational matters.

3.5 Each Office will nominate two liaison persons at an appropriate grade in their respective Offices to operate and monitor the cooperative arrangements entered into under the MoU.

3.6 Arrangements will be developed to ensure that Ombudsman Investigators can be made aware of any concerns arising from HIQA regulation and inspection activity when considering complaints.

3.7 Ombudsman staff will promptly inform HIQA of any concerns arising from the consideration of complaints which may need to be taken into account in future inspection or regulation programmes.

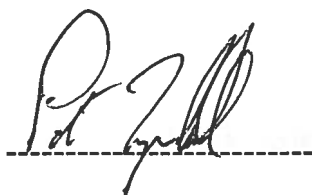
3.8 Where appropriate, HIQA will check whether Ombudsman recommendations are being complied with and whether they are proving effective in achieving their intended outcomes and will feed this back to the OO.

3.9 Each office acknowledges that this MoU is not intended to create any binding legal obligations, save for the obligations to maintain the confidentiality of information set out above.

4. Operative Date and Review

4.1 The provisions of this MoU will take effect from the date of signing.

4.2 The MoU will be reviewed by the two offices after 12 months or otherwise as requested by the Ombudsman or the Chief Executive Officer.



Peter Tyndall

Ombudsman

2 July 2015



Phelim Quinn

Chief Executive Officer

Health Information and Quality Authority

2 July 2015

Schedule

Practical Arrangements for Transfer of Potential Complaints from HIQA to the Office of the Ombudsman

In cases where HIQA is in receipt of a complaint (either verbally or in writing) which may be appropriate for examination by the OO (see section 1.2 of this Memorandum of Understanding in relation to the Ombudsman's remit) and HIQA believes the complainant has exhausted the local complaints mechanism the following procedure will be followed.

1. HIQA shall seek the consent of the complainant (in writing or verbally as the case may be) to transfer the complaint to OO.

2. If consent is forthcoming HIQA will explain to the complainant that it is entirely a matter for OO to decide in any given case if it is proper for it to pursue the complaint with the public body in question.

3. HIQA will transfer any information it has received to OO together with confirmation of consent and the full contact details for the complainant in the following format (or as close as is reasonably possible):

Name

Postal address

One telephone number (mobile or fixed, as the complainant decides)

One email address (if available)

4. OO will provide the direct contact details for two of its staff members to HIQA who will be designated to receive such material from HIQA on an on-going basis. These staff will arrange normal screening of any potential complaints.

5. Following the normal screening processes OO will inform HIQA if the complaint is being pursued in whole or in part and if the complaint or elements of the complaint are not being pursued, HIQA will be informed as to the reasons.

6. Nothing in this arrangement shall prevent HIQA from using the complaint information in furtherance of its own regulatory role.

