



Department of Education and Skills



A N ROINN DEPARTMENT OF
OIDEACHAIS EDUCATION
AGUS SCILEANNA AND SKILLS

Memorandum of Understanding

Health Information and Quality Authority (HIQA)

and

Inspectorate,

Department of Education and Skills

1. Background

- 1.1 The Health Information and Quality Authority (HIQA) having its head office at Unit 1301 City Gate, Mahon, Cork, Ireland and the Inspectorate Division, Department of Education and Skills (DES Inspectorate) having its head office at Marlborough Street, Dublin 1 ("the Parties") wish to establish a framework for cooperation and information sharing on areas of mutual responsibility and shared interest which fall within their respective remits.
- 1.2 HIQA, having been established under the Health Act 2007 (as amended), is an independent authority which drives continuous improvements in Ireland's health and social care services. HIQA's mandate extends across the quality and safety of public, private and voluntary sector services. Its functions include setting standards for health and social services, monitoring compliance with national standards, evaluating the clinical and cost effectiveness of health technologies, assessing health information and developing recommendations for the benefit of the health and welfare of the public. HIQA also carries out statutory investigations as to the quality, safety and standards of health and social care services. The Office of the Chief Inspector of Social Services within HIQA registers and inspects designated centres against the Health Act 2007 Regulations and National Standards.
- 1.3 The DES Inspectorate, which operates in accordance with section 13 of the Education Act 1998 and other legislative provisions, is responsible for the evaluation of primary and post-primary schools and centres for education. Inspectors provide oral feedback to school communities at the end of inspections and, in the case of some types of inspections; they provide a printed report which is published on the Department of Education and Skills' website. Inspectors also provide advice on a range of educational issues to school communities, policy makers in the Department of Education and Skills and to the wider educational system.

2. Objectives

- 2.1 This Memorandum of Understanding (MOU) is intended to assist and support both HIQA and the DES Inspectorate in performing their individual functions. In particular it takes note of areas of potential cooperation and collaboration in the interest of ensuring appropriate assessment, examination and/or sharing of information by HIQA and the DES Inspectorate in relation to areas of potential overlap and sectors where both Parties have remit.

2.2 The objectives of this MOU are:

- a) To promote cooperation in areas of strategic and high level operational interest
- b) To facilitate cooperation on cross referral of information where one organisation believes that it falls within the remit of the other (or both)
- c) To facilitate the appropriate exchange between the Parties of reliable information related to inspections and investigations
- d) To share knowledge, expertise and experience
- e) To support the efficient implementation of health, welfare and education legislation and regulation for users of health, social care and education services
- f) To further the provision by both Parties of reliable information on the operation of health, social care and education systems

2.3 This MOU represents the understanding reached by the Parties, in particular:

- a) That both signatories operate under separate schemes: HIQA is concerned inter alia, with promoting safety and quality in the provision of health and social care services. DES Inspectorate is concerned with the evaluation of primary and post-primary schools and centres for education. This MOU is intended to cover areas of common interest where cooperation will lead to better services and outcomes for people using services; and
- b) That both signatories may in particular circumstances limit the scope of disclosure of information only if the disclosure is contrary to the public interest or the interests of the party concerned, is in breach of or is inconsistent with statutory obligations or requirements or other obligations and requirements imposed by law.

3. Areas of cooperation

- 3.1 The Parties undertake to communicate as appropriate on all matters of strategic mutual and operational interest. Communication will be conducted on both a formal basis through scheduled meetings and on an informal basis. All communications between the Parties pursuant to this MOU will be carried out through the contact persons set out in clause 9.

3.2 The Parties having reached the above understanding have agreed to co-operate in the following areas:

(a) Development of Standards

Both Parties develop and publish standards. In the preparation of standards, each party may consult with the other on areas of mutual interest and concern if relevant to the particular set of standards.

(b) Evaluation of the Performance of Services

Both Parties evaluate the performance of services delivered to children. In the preparation of operating protocols, each party may consult with the other on areas of mutual interest and concern.

(c) Conduct of Inspections

Both Parties have a function in relation to visiting and inspecting services involved in the delivery of health, social and educational services. In conducting inspections, both Parties will be aware and cognisant of each other's activity within that sector. Information on inspection programmes may be exchanged to enable effective planning and the delivery of each Party's activity.

While the function of each party is distinct, it is recognised that areas relevant to each party may overlap. Where issues arise through inspection, such that the requirements of one party may impact on the requirements of the other, then these may be raised through the contact persons set out in clause 9.

(d) Conduct of Investigations and Focused Inspections

Both Parties may have a requirement to investigate or follow up on certain incidents within their respective sectors.

In relation to HIQA, persons in charge of children's residential centres or special care units must notify HIQA when certain events or incidents take place. Since 1 January 2018 special care units have become 'designated centres' and certain notifications are required under the relevant regulations. While investigations under section 9 of the Health Act 2007 as amended may be initiated either by HIQA or may be required by the Minister for Children and Youth Affairs, it is generally the case that residential services for children and Oberstown Children Detention Campus are monitored through inspection. Inspectors may also carry out inspections focusing on specific issues. The DES Inspectorate may, on its own initiative or at the request of the Minister for Education and Skills,

carry out investigations and report on the operation and educational provision in schools and centres for education.

In order to facilitate a co-ordinated approach to investigations or focused inspections, both Parties commit to advising the other through the contact persons set out in clause 9, where an investigation or focused inspection identifies information that is relevant to the matter under investigation or review by the other party.

(e) Exchange of Information

Where HIQA or the DES Inspectorate becomes aware of matters which are considered to be of concern to the other organisation, the two Parties will co-operate as far as is reasonably practicable to ensure that the attention of the other party is drawn to the matter in question in a timely manner. For example, each party will inform the other, through the relevant contact persons set out in clause 9, when a relevant inspection report is being published.

The two Parties will also consult in other situations where the subject matter falls within the remit of their respective roles and responsibilities.

- 3.3 Reasonable endeavours will be made to facilitate sharing of information, it is understood by both Parties that there may be occasions on which certain legal or other impediments will prevent either Party from informing the other which is set out further in clause 4.
- 3.4 A list of schools and educational facilities at Oberstown Children Detention Campus, special care units and relevant children's residential centres are outlined in the attached schedule.

4. Confidentiality

- 4.1 Before transferring any information, each party will satisfy itself that any such transfer is not in breach of its own legislative provisions regarding confidentiality and/secrecy, or in breach of any other relevant statutory provisions, including the Data Protection Acts 1988 to 2018 and the General Data Protection Regulation 2016/679. Where information can usefully be anonymised before being transferred, each party will do so. Both Parties recognise the prime importance of protecting service users and thus want to facilitate effective and timely information exchange designed to secure this outcome where appropriate
- 4.2 The sharing of confidential information shall be on the basis agreed by both Parties with particular regard to:

- (i) The best interests of health, safety and welfare of the service users concerned
 - (ii) The Data Protection Acts 1998 to 2018 and the General Data Protection Regulation 2016/679.
 - (iii) The Protected Disclosures Act 2014
- 4.3 Except as required or permitted by law, information shared between the Parties will not be provided to third parties without the written consent of the other party. The information disclosed by either party will not be used for any other purpose other than the performance of the party's statutory functions.
- 4.4 No personal data, as defined in the General Data Protection Regulation 2016/679 and the Data Protection Act 2018, will be shared by either party unless there is a lawful basis to do so under GDPR Article 6.

5. Financial arrangements

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

6. Variation

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

7. Status of Memorandum of Understanding

This MOU reflects the intentions of the Parties. Each party acknowledges it is not intended to create any legally binding obligations of any nature, save for the obligations to maintain the confidentiality of information set out in clause 4.

8. Effective date and review

- 8.1 This MOU will come into effect upon the last date of signature of both Parties and will continue in effect until its termination in accordance with clause 10.
- 8.2 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 the MOU will be reviewed to ensure that it remains relevant, fit for purpose and up to date.
- 8.3 This review, which should be conducted by both Parties, will be carried out by the person holding the position of Chief Executive Officer of HIQA and the person holding the position of Chief Inspector of DES Inspectorate. Following the review, any required variations arising therefrom will be made in accordance with clause 6.

9. Contact Persons

- 9.1 The contact persons responsible for the operation of this MOU are:

HIQA Contacts:

The person holding the position of Head of Programme/DCI – Children’s Services

A Nominated Regional Manager (to be nominated by Head of Program)

DES Inspectorate Contacts:

The person holding the position of Assistant Chief Inspector – Brendan Doody

The person holding the position of Deputy Chief Inspector – Gary Ó Donnchadha

- 9.2 Upon signing this MOU, each party will ensure that the identity and contact details (email and telephone number) of the persons referred to above will be exchanged with the other party. In the event that there is a change in the identity of a contact person referred to above during the term of this MOU, the relevant party will inform the other party of same and will forward the contact details of the replacement contact person.

10. Termination

- a) Either party may, at any time, give written notice of termination to the other party. This MOU (excepting clause 4) will terminate six months after the date of receipt of the notice of termination.

- b) 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.

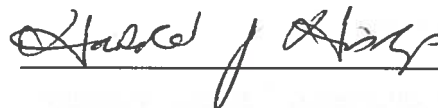


Signed by Phelim Quinn

Chief Executive Officer for and on behalf of
Health Information and Quality Authority

Date

18/6/19



Signed by Dr Harold Hislop

Chief Inspector for and on behalf of
The Inspectorate, Department of Education and

Skills

Date

6/6/2019

Schedule

List of Schools and Educational Facilities at Oberstown Children Detention Campus, Special Care Units and relevant Children's Residential Centres

Name	Patron Body	Category of provision	Authorised staffing	School Roll Number
Oberstown Detention centre Lusk, Co Dublin				
Ballydowd High Support Special School, Ballyowen, Palmerstown, Dublin 20				
Crannog Nua Special School, The High Support Unit, Portrane, Co. Dublin				
St. Canice's Special School, Coovagh House, Limerick				
Colaiste Ard Alainn, Sarsfields Court, Glanmire, Co. Cork				
St. Joseph's Special School, Ferryhouse,				

Clonmel, Co. Tipperary				
Nano Nagle Unit, Holy Trinity NS, Fethard, Co Tipperary				