

Memorandum of Understanding

Health Information and Quality Authority and Dental Council

31 August 2023

1. The Parties

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

And

The **Dental Council** having its office at 57 Merrion Square, Dublin 2.

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) "2007 Act" means the Health Act 2007;
- (ii) "1985 Act" means the Dentists Act 1985;
- (iii) "Medical Exposure Regulations" means the European Union (Basic Safety Standards for Protection Against Dangers Arising from Medical Exposure to Ionising Radiation) Regulations 2018;
- (iv) "MOU" means this Memorandum of Understanding;
- (v) "HIQA" means the Health Information and Quality Authority and shall include the Chief Inspector of Social Services where relevant;
- (vi) "parties" means HIQA and Dental Council and "party" means either of them;
- (vii) "Register" means the Register of Dentists and the Register of Dental Specialists maintained by the Dental Council in accordance with the Dentists Act 1985;
- (viii) "registered dentist" means a person whose name is entered on the Register;
- (ix) Data Protection Law means all applicable laws and regulations relating to the processing of Data, including, in particular, the GDPR, the Data Protection Act 1988, the Data Sharing and Governance Act 2019 and any statutory instruments, rules, orders or regulations made thereunder as from time to time amended, extended, re-enacted, replaced or consolidated (whether before or, after the date of this Agreement).

3. Background

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.

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.
- 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 Dental Council

- 4.5 The Dental Council, having been established pursuant to the Dentists Act 1985 is an independent body with statutory responsibility for the promotion of high standards of professional education and conduct among dentists. Specifically, the Dental Council have responsibility for the following:
- (a) To establish, maintain and publish a Register of Dentists and a Register of Dental Specialists and to provide for the registration and the retention of dentists names in these registers.
 - (b) To satisfy itself as to the adequacy and suitability of the dental education and training provided in the State's dental schools and to the standards required at examinations for primary qualifications.
 - (c) To inquire into the fitness of a registered dentist to practise dentistry on the grounds of his alleged professional misconduct or his alleged unfitness to practise by reason of physical or mental disability and to take appropriate action. The Council has power, subject in some instances to confirmation by the High Court to advise, admonish, censure, suspend, attach conditions to registration or erase a dentist's name from the Register.
 - (d) To make, with the consent of the Minister, schemes for the establishment of classes of auxiliary dental workers.
 - (e) To discharge the duties assigned to the Council pursuant to the provisions of

EU Dental Directives.

- (f) To advise the dental profession and the public on all matters relating to dental ethics and professional behaviour.
- (g) To advise the Minister on all matters relating to the functions of the Council under the Act.

5. Purpose and Objectives

- 5.1 The purpose of this MOU is to provide a mechanism to enable co-operation and communication between the parties to ensure maximum effectiveness and efficiency when performing their respective statutory functions.
- 5.2 The parties recognise that there are areas where the performance of the functions of HIQA and Dental Council may affect or relate to the functions of the other party to this MOU. This MOU provides a framework for cooperation within these areas, which may include (without limitation) the performance of the parties' respective functions particularly as they relate to HIQA's monitoring, statutory investigation and regulatory functions under section 8(1)(c), (d) and (n) of the 2007 Act.
- 5.3 This MOU is intended to cover areas of common interest where cooperation will lead to improved health and social care services for the benefit of the health and welfare of people using services and in the interest of service-user safety and public protection.
- 5.4 The objectives of this MOU are:
 - a) to promote cooperation and consultation, where appropriate, on mutual areas of strategic and 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 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;

- c) to raise awareness with people who use health and social care services and the general public on the respective statutory functions of the parties and to facilitate a mechanism for the sharing of information and, where appropriate, personal data 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 Both parties are engaged in the discharge of their respective statutory functions in the public interest with particular focus on the protection and enhancement of health and social care services in the case of HIQA and on the promotion of high standards of professional education and conduct among dentists for the Dental Council. The parties agree that their respective functions will be best discharged in a spirit of mutual cooperation where their respective functions might affect or relate to the functions of the other party to this MOU. The parties recognise that they may communicate and cooperate, in particular, in relation to their respective statutory remits regarding 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.
- (b) 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.
- (c) To raise awareness with people who use health and social care services and the general public on the respective statutory functions of the parties.
- (d) To share information of concern, where appropriate, where one party believes that the information of concern falls within the statutory remit of the other.

For HIQA this includes but is not limited to: circumstances where HIQA 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.

For the Dental Council, this includes but is not limited to: circumstances where the Dental Council through its registration, or monitoring functions or through its investigations or compliance 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.

- (e) 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 legislation to which the parties are subject, including but not limited to Data Protection Law, the 2007 Act, the 1985 Act, the Medical Exposure Regulations and the Protected Disclosures Act 2014 and any amendments to this legislation.
- 7.2 The parties will only share personal data where proportionate and lawful to do so, and will, where appropriate, anonymise information or personal data before it is transferred to the other party. Both parties acknowledge that there are circumstances where it is necessary to share personal data. For example, the Dental Council requires the name of a person whose name is entered on the Register in order to properly exercise its function to inquire into the fitness to practice of a registered dentist.
- 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 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.
- 7.5 The parties may enter into a Data Sharing Agreement which will set out the legal basis for the sharing of 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.
- 7.6 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.

7.7 Without prejudice to any obligations under the Freedom of Information Act 2014, Data Protection Law 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.

7.8 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.

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 The parties undertake to communicate as appropriate on all matters of mutual concern, to act in good faith and to exchange information relevant to this MOU in a timely manner. Communication will be conducted between designated contact persons on a formal basis through scheduled meetings and informally as and when required.

8.5 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.

8.6 Each party may decide to publish this MOU on their respective websites.

9. Miscellaneous Matters

Legal Status of MOU

9.1. 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

9.2 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

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

Review

9.4. This MOU will be subject to a formal review every three 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.

Cost and Expenditure

9.5 Each party will be solely responsible for the administration of, and any expenditure associated with the activities carried out by it under this MOU.

Termination

9.6 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

9.7 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. The parties have the option to execute this MOU by means of a simple electronic signature which shall be considered as an original signature and shall have the same validity, enforceability and permissibility as the original signature for the purpose of this MOU.

No Disclosure if prohibited

9.8 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.

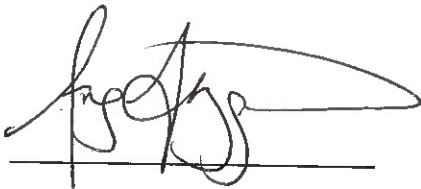
Exceptional cases

9.9 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

9.10 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.

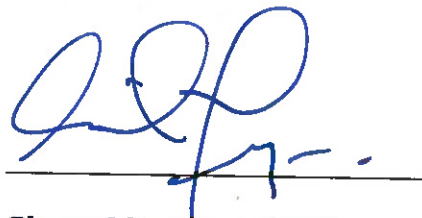
IN WITNESS where of this *Memorandum of Understanding* has been entered into on the DD MM YEAR.



Signed by Angela Fitzgerald

Chief Executive Officer

Health Information and Quality Authority



Signed by David O'Flynn

Registrar

Dental Council

Date: 31 Aug 23.

Date: 31 Aug 2023.



Appendix 1 - Designated Contact Persons

[Amend/Delete as appropriate]

Area of Liaison and Communication	HIQA	Dental Council
Regulation pursuant to Medical Exposure Regulations	Regional Manager(Ionising Radiation) / Head of Healthcare	Head of Education
Investigation and Monitoring	Head of Healthcare	Registrar
Data Protection	Data Protection Officer	Registrar
Freedom of Information	Freedom of Information Officer	Registrar
Dispute Resolution	Chief Executive Officer	Registrar

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Appendix 2

Form for the Sharing of Information

Confidential

FROM	Dental Council 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:	Dental Council 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"/>

Name and Address of Service/Undertaking

Date: [refers to date form is completed]	

