



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 Office of the Ombudsman, established under the Ombudsman Act 1980, as amended, and the Health Information and Quality Authority (HIQA) established under the Health Act 2007 as amended (“the Parties”), 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 Ombudsman 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) and private nursing homes whose residents are in receipt of state support or subvention. 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.
- 1.3 HIQA 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 of Ireland, HIQA has responsibility for setting standards for health and social services, regulating social care services (Office of the Chief Inspector within HIQA is responsible for registering and inspecting residential services for older people, people with a disability and children's special care units), regulating health services (medical exposure to ionising radiation), monitoring health services, international protection accommodation service centres and children's social services, evaluating the clinical and cost effectiveness of health technologies, advising on the efficient and secure collection and sharing of health information and carrying out national services-user experience surveys in conjunction with the Department of Health and the HSE through the National Care Experience Programme.

- 1.4 In broad terms, the primary role of the Ombudsman 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 to drive high quality and safe care for people using health and social care services rather than the investigation of individual complaints.

2. Objectives

This memorandum of understanding (MOU) is intended to assist and support both the Ombudsman and HIQA in performing their individual functions. In particular it takes note of areas of potential cooperation and collaboration in the interest of ensuring appropriate assessment and/or examination of information by the Office of the Ombudsman and protection of the health and welfare of the public who use health and social services. 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).

This MOU represents the understanding reached by the Office of the Ombudsman and HIQA in particular:

- That both signatories operate under separate schemes: the Ombudsman is concerned with examining and/or investigating complaints against certain public bodies, including all hospitals providing public health services as well as publicly provided social care services and private nursing homes, provide individual redress where appropriate and use complaint outcomes to improve public administration; HIQA is concerned, inter alia, with governance and all other factors affecting the public who use health or social care services. This MOU is intended to cover areas of common interest where cooperation will lead to better services and better outcomes for members of the public using services; and
- 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 interest of the participant concerns, 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 Office of the Ombudsman and HIQA having reached the above understanding will:

- a) Undertake to communicate as appropriate on all matters of strategic mutual and operational interest.
- b) Facilitate cooperation on cross-referral of information where one organisation

believes that it falls within the remit of the other (or both) and where there are concerns in relation to health and social care services provided to the public. In the conduct of this activity both organisations will respect, maintain and adhere to all requirements of the relevant legislation.

- For HIQA this includes but is not limited to HIQA's statutory role under the Health Act 2007 as amended and other relevant legislation governing HIQA's remit.
- For the Office of the Ombudsman this includes but is not limited to the Ombudsman's statutory function under the Ombudsman Act 1980 as amended.
- A protocol governing the means by which the cross referral of relevant concerns received by HIQA to the Office of the Ombudsman in accordance with the attached schedule to this MOU.

3.2 In accordance with the Schedule (Operating Protocol for the Transfer of Relevant Information), where HIQA is informed of a complaint which is within HIQA's remit and has already been dealt with by the relevant service provider and may be within the Ombudsman's remit, it will, provided consent from the service user has been received, share information in respect of the relevant concerns. HIQA will also provide the full contact details for the Office of the Ombudsman, even where consent has not been provided, to the service user and or their family member so that a complaint can be made directly to the Ombudsman. HIQA staff will advise members of the public of their right to complain to the Ombudsman as and when appropriate.

3.3 If the Office of the Ombudsman receives information that may be of relevance to HIQA, it will share this information to HIQA, as it deems appropriate. The Office of the Ombudsman will also provide contact details

for HIQA to members of the public, including users of health and social services, as and when appropriate.

4. Confidentiality

4.1 Before transferring any information or personal data, each party 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 to 2018, Data Sharing and Governance Act, 2019, the General Data Protection Regulation 2016/679 (GDPR) and the Protected Disclosures Act 2014, as amended. Where information can usefully be anonymised before being transferred, each party will take steps to anonymise the information being shared. Both parties recognise the importance of protecting service users and thus want to facilitate effective and timely information exchange designed to secure this outcome where appropriate.

a) The Office of the Ombudsman

- I. Nothing in this MOU requires the Office of the Ombudsman to release confidential information to HIQA except in accordance with the law.
- II. Unless otherwise required by law, the Office of the Ombudsman will not disclose any information received by HIQA under this MOU, except with the written consent of HIQA. If disclosure is required by law, the Office of the Ombudsman will take all reasonable measures to ensure that the information received from HIQA will be disclosed in a manner that protects the information from any disclosure that is not required or authorised by law.
- III. Unless otherwise required by law, the Office of the Ombudsman will not use the information disclosed to it under this MOU for any other purposes

other than the performance of its regulatory activities/statutory functions.

b) Health Information and Quality Authority

- I. Nothing in this MOU requires HIQA to release confidential information to the Office of the Ombudsman except in accordance with the law.
- II. Unless otherwise required by law, HIQA will not disclose any information received by the Office of the Ombudsman under this MOU, except with the written consent of the Office of the Ombudsman. If disclosure is required by law, HIQA will take all reasonable measures to ensure that the information received from the Office of the Ombudsman will be disclosed in a manner that protects the information from any disclosure that is not required or authorised by law.
- III. Unless otherwise required by law, HIQA will not use the information disclosed to it under this MOU for any other purposes other than the performance of its regulatory activities/statutory functions.

5. Financial Arrangements

Each party 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 mutual consent in writing by each office via the respective signatories.

7. Status of Memorandum of Understanding

This MOU reflects the intentions of the Parties. It is not intended to create 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 date of signature of both signatories and will continue in effect until its termination in accordance with clause 10.
- 8.2 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.
- 8.3 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 the MOU will be reviewed to ensure that it remains relevant, fit for purpose and up to date.
- 8.4 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 the Ombudsman. 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 **Director of Healthcare Regulation**

The person holding the position of **Deputy Chief Inspector of Social Services–
Older Persons Services**

The person holding the position of **Deputy Chief Inspector of Social Services – Disability Services**

Office of the Ombudsman Contacts

The persons holding the position of **Senior Investigator in the Office of the Ombudsman Casework Units**

- 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 in clause 9.1 will be exchanged with the other party. In the event 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 office. This MOU (save for clause 4) will terminate six months after the date of receipt of the notice of termination.

- c) The termination of this MOU will not affect the confidentiality undertakings expressed by each office 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.

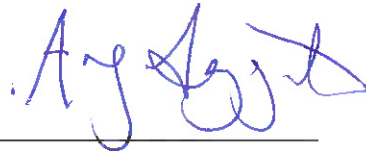
Date: 5th December 2024



Ger Deering

Ombudsman

Date: 5th December 2024



Angela Fitzgerald

Chief Executive Officer

Health Information and Quality

Authority

Schedule

Operating Protocol for the Transfer of Relevant Information

In cases where HIQA is in receipt of a concern, by telephone or in person, which is within HIQA's remit and which may be appropriate for examination by the Ombudsman (see section 1.2 of the MOU) and HIQA believes the concerned person has exhausted the relevant service provider's complaints mechanism, the following procedure will be followed:

1. HIQA, through its Information Handling Centre, shall seek the verbal consent of the concerned person (in person or over the phone) to transfer the complaint to the Office of the Ombudsman.
2. If consent is given, HIQA will explain to the concerned person that it is entirely a matter for the Office of the Ombudsman to decide in any given case if it is proper for it to pursue their complaint with the body in question.
3. HIQA will transfer the following details in respect of relevant concerns to the Office of the Ombudsman:

Name of person raising the concern
Brief summary of the concern provided
Contact details of person raising the concern (address/email address/ telephone number)
Confirmation that consent has been given to transfer contact details.
Confirmation they are the service user or otherwise
If not a service user, the relationship with the service user
Name of designated centre/institution

Brief summary of concern provided

4. On a monthly basis, the above concerns information will be compiled and sent electronically by a contact person in HIQA's Information Handling Centre, to an Office of the Ombudsman contact person identified in clause 9 of the MOU.
5. In the event that there are no concerns/information to be transferred to the Office of the Ombudsman in any given month, a NIL return will be made following the same steps as outlined in point 4 above.
6. The Office of the Ombudsman will be responsible for screening any potential concerns received from HIQA.
7. Further to point 4 above, following the normal Office of the Ombudsman screening process, the Office of the Ombudsman will inform HIQA (by emailing concerns@hiqa.ie) if an investigation is being carried out by the Office of the Ombudsman in respect of the designated centre or institution that may fall within HIQA's remit. This information will then be escalated to the relevant case-holder within HIQA.
8. If an Ombudsman report is due to be published following such an investigation, a copy of this report should be provided to HIQA (by emailing concerns@hiqa.ie) in advance of its publication. This information will then be escalated to the relevant case-holder within HIQA.
9. In cases where the Office of the Ombudsman is in receipt of information or a complaint, which raises immediate concern, in relation to potential deficits in the safety, quality and/or standard of services in a health and social care facility, this concern will be brought to the attention of HIQA at the earliest opportunity, by telephone call and/or email in accordance with the terms of the MOU.
10. Where the Office of the Ombudsman, identifies a significant concern, trend or systemic issue during the course of an investigation, which it believes may be of relevance to HIQA's statutory remit, this information will be referred to HIQA through a designated data-sharing platform, following completion of the

Ombudsman investigation.

11. The Office of the Ombudsman will transfer the following data in respect of relevant concerns to HIQA using a designated data sharing platform:

Name and location of service provider/designated centre
Brief summary of the concern provided
Contact details of person raising the concern (address/email address/ telephone number) if relevant
Confirmation that written consent has been received to provide the details of the person raising the concern and copies of the correspondence requesting / providing such consent