

Memorandum of Understanding

Healthcare Safety Investigation Branch with Health Education England

1. Purpose

- 1.1. This memorandum of understanding (**MOU**) sets out the framework for the working relationship and co-operation between Healthcare Safety Investigation Branch (**HSIB**) and Health Education England (**HEE**) (together referred to as the "**Parties**").
- 1.2. It is intended to inform our staff and the public about how we relate to each other and will work together, and to ensure that effective channels of communication are maintained between us when information needs to be exchanged.
- 1.3. HSIB is required to agree arrangements with:
 - 1.3.1. appropriate bodies with which it has a duty to co-operate with under section 290 of the Health and Social Care Act 2012; and
 - 1.3.2. professional regulatory bodies and other investigatory bodies which have statutory powers to require information.
- 1.4. This MOU is not intended to be a contract in law and does not give rise to any contractual rights or liabilities.
- 1.5. This MOU does not override responsibilities or functions of the Parties including those derived from statute, nor does it infringe their autonomy or accountability. However, the Parties agree to adhere to the contents of this MOU as far as it is practicable to do so.

2. Roles, responsibilities and areas of co-operation

- 2.1. The roles and responsibilities of the Parties including the areas of co-operation are set out in **Appendix 1**.

3. General principles

3.1. The following general principles will underpin our working relationship – we need to:

- 3.1.1. Respect the “safe space” principle more particularly described in Paragraph 6 of The National Health Service Trust Development Authority (Healthcare Safety Investigation Branch) Directions 2016 (as may be amended or replaced from time to time);
- 3.1.2. Make independent decisions that promote public and patient safety;
- 3.1.3. Respect each other's independent status;
- 3.1.4. Recognise each other's statutory responsibilities and respect each other's independent status;
- 3.1.5. Collaborate and cooperate with each other where relevant and appropriate;
- 3.1.6. Promote public confidence in both organisations;
- 3.1.7. Be open and transparent in our communications with each other;
- 3.1.8. Use our resources efficiently and effectively;
- 3.1.9. Ensure we comply with all applicable laws and standards; and
- 3.1.10. Identify gaps and overlaps in our activities and information gathering, and discuss them with a view to agreeing how best to address them.

3.2. We will share information in accordance with the terms of this MOU and all applicable laws. There is no intent to share Personal Identifiable Data.

4. Key contacts, relationships, and dispute resolution

4.1. Details of key contacts are set out in **Appendix 2**.

4.2. The Parties will maintain regular contact through formal and informal meetings at all levels as appropriate. This will be kept under review by the key contacts with responsibility for this MOU as described in **Appendix 2**.

5. Dispute Resolution

5.1. In the event of any dispute, representatives of the Parties agree to discuss how best to resolve the issues at an appropriate level. This discussion should take place within 14 days of any dispute where possible. If this does not resolve the dispute, the issue will be referred to the Chief Executive of the HEE and the Chief Investigator of the HSIB, who shall endeavour to agree an appropriate resolution within 14 days of the matter being referred to them.

6. Governance

Each Party will, through agreed internal governance mechanism, ensure the Party's executive body is made aware of sharing that has taken place under the auspices of this agreement at least once a year.

7. Duration and review of MOU

7.1. This MOU will be effective from **[insert date]**.

7.2. This MOU is not time limited and will endure for the life of the Parties.

7.3. The appendices to this MOU may be reviewed and amended without amendment to this MOU.

7.4. The MOU and its appendices may be reviewed, terminated or otherwise amended at any time at the request of either Party.

7.5. The MOU will be reviewed regularly, with the intention that this should be every year, and the appendices can be varied as required subject to agreement by both Parties, to ensure that they remain accurate and relevant. Details of who is responsible for carrying out the review are set out in the key contacts information at **Appendix 2**.

Signed:

Signed:

Name:
Kevin Stewart
Medical Director
Healthcare Safety Investigation Branch

Date:

Signed: 

Name:
Wendy Reid
Director of Education and Quality
Health Education England

Date: 25/04/2019.....

Appendix 1: Roles, responsibilities and areas of co-operation

Health Education England (HEE)

1.1. Health Education England (HEE) exists to support the delivery of excellent healthcare and health improvement to the patients and public of England.

- providing leadership for the new education and training system.
- ensuring that the workforce has the right skills, behaviours and training, and is available in the right numbers, to support the delivery of excellent healthcare and drive improvements
- supporting healthcare providers and clinicians to take greater responsibility for planning and commissioning education and training through the development of [Local Education and Training Boards \(LETBs\)](#), which are statutory committees of HEE
- ensuring that the shape and skills of the health and public health workforce evolve with demographic and technological change

Healthcare Safety Investigation Branch (HSIB)

1.2. The aim of HSIB is to improve patient safety through effective and independent investigations that do not apportion blame or liability. This is achieved by determining the causes of clinical incidents and encouraging safety action and making safety recommendations to prevent recurrence.

1.3. HSIB can only conduct a limited number of safety investigations each year. These will be selected according to a set of systemic risk criteria which consider the expected outcome impact, systemic risk and learning potential from investigating the event(s).

1.4. The objectives of HSIB can be summarised as follows:

1.4.1. To conduct thorough, independent, impartial and timely investigations into clinical incidents occurring in England;

1.4.2. To promote the “safe space” principle;

1.4.3. To engage NHS staff, other medical organisations and patients and/or relatives in the investigation process;

1.4.4. To treat the patients and relatives of incidents sympathetically and help them understand ‘what happened’ and what is being done to prevent similar events in the future;

1.4.5. To produce clearly written, thorough and concise reports with well-founded analysis and conclusions that explain the circumstances and causes of clinical incidents without attributing blame or establishing liability;

1.4.6. To make safety recommendations to improve patient safety where

- appropriate and report on any safety action planned or already taken;
- 1.4.7. To improve patient safety by promulgating the lessons learned from investigations as widely as possible;
 - 1.4.8. To encourage the development of skills used to investigate local safety incidents in the NHS;
 - 1.4.9. To act as global ambassadors for safety investigations;
 - 1.4.10. To maintain and develop excellence in its people and provide a fulfilling and safe environment in which to work.

Areas for co-operation

- 1.5. Where the HSIB or the HEE encounter concerns which, it believes may fall within the remit of the other, they will where appropriate provide the other with details of the concerns and supporting information.
- 1.6. In particular, the HSIB will, where an investigation discloses evidence of a serious risk to patient safety that involves healthcare professional learners or educational practices, provide to HEE such information and documentation as is relevant to allow HEE to conduct their own investigations, provided such disclosure is consistent with the requirements of the safe space principal described at paragraph 6 of The National Health Service Trust Development Authority (Healthcare Safety Investigation Branch) Directions 2016 and such disclosure has been approved by the Chief Investigator .
- 1.7. Where HEE has raised an issue with the Postgraduate Dean within the relevant local office that may be linked to the incident, that has implications beyond the immediate sphere of that particular case and cannot be remedied by the interventions of HEE in the course of conducting its business, it will disclose to the HSIB such documentation as is relevant to support an HSIB investigation. , Where such information discloses evidence of a serious risk to patient safety in relation to an organisation within NHS England and which may call into question the safety of the services it provides, including in particular those concerns which relate to:
 - 1.7.1. risks resulting in repeated, preventable or common occurrences of safety risks or harm to patients;
 - 1.7.2. risks indicating a systemic problem with significant impact in more than one setting;
 - 1.7.3. those involving new or novel forms of harm or new or novel risks of harm:
- 1.8. It is possible that investigations and inquiries by the Parties could coincide. Where this is the case, they will cooperate closely with each other as far as their differing remits allow. They will plan activities so that they are complementary, keep each other informed of appropriate developments, and share information within statutory limits and the terms of this MoU. They will

take care not to contaminate evidence or breach any common law or duty of confidentiality.

1.9. Other examples of how the Parties will collaborate and share information include:

1.9.1. A team meeting involving strategic and operational representatives of both Parties will meet three times a year to share relevant and appropriate information and intelligence;

1.9.2. Sharing information on strategic and policy developments which may impact on each other's work;

1.9.3. Sharing information about trends, data approaches and initiatives which may be of interest to each other; and/or

1.9.4. Collaborating on relevant external communication.

1.10. Both parties will share appropriate corporate data that supports improvements in patient safety, neither party expects to share patient sensitive data (personal sensitive data / personal identifiable data). If a situation arises that requires this type of data to be share a formal data sharing agreement must be utilised.

Appendix 2: Key Contacts

Function	Organisation	Postholder
Operational issues (National Investigations)	HSIB	Stephen Drage Director of Investigations [REDACTED]
Operational issues (Maternity Investigations)	HSIB	Sandy Lewis Director of Maternity Investigations [REDACTED]
Data security/ intelligence issues	HSIB	Kirsty Benn-Harris Associate Director of Data Compliance and Information Governance [REDACTED]
Corporate Governance/SIRO	HSIB	Lynne Spencer Director of Corporate Services [REDACTED]
Lead Postgraduate Dean	HEE	Sanjiv Ahluwalia Postgraduate Dean [REDACTED]
Patient Safety	HEE	Marie Moore Transformation and Patient Safety Lead [REDACTED]
SIRO	HEE	Lee Whitehead Director of People & Communications [REDACTED]
Information Governance Lead	HEE	Andrew Todd Information Governance Lead [REDACTED]