

**AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
FOR THE
NATIONAL CARE EXPERIENCE PROGRAMME 2025-2027**

**Health Information and Quality Authority
AND
Department of Health
AND
Health Service Executive
AND
Sage Advocacy CLG
AND
National Advocacy Service for People with Disabilities CLG
AND
Mental Health Commission**

Whereas:

- A. This document constitutes an Amendment to the National Care Experience Programme Memorandum of Understanding (MOU) 2025-2027 dated 24 March 2025.
- B. Clause 12.2 of the MOU provides any provision of the MOU may be amended at any time by the mutual consent in writing of the Parties via the respective signatories.
- C. The Parties have agreed to amend the MOU to include the Mental Health Commission in the NCEP Partnership. The MOU is attached at Appendix 1.

It is agreed as follows:

1. Interpretation and Definitions

- 1.1 Unless otherwise provided, the definitions and rules of interpretation of the MOU shall apply to this Amendment.
- 1.2 Except as otherwise set out herein, the MOU shall remain in full force and effect and the terms and conditions of the MOU are hereby affirmed and confirmed.

The Memorandum of Understanding is hereby amended as follows:

2. The Amendment

- 2.1 Clause 1 is deleted in its entirety and replaced by the following:

"The Parties

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

Department of Health having its principal office at Block 1, Miesian Plaza, 50 – 58 Lower Baggot Street, D02 XW14

Health Service Executive having its principal office at Dr. Steeven's Hospital, Steeven's Lane, Dublin 8, D08 W2A8

Sage Advocacy CLG having its principal office at 24-26 Upper Ormond Quay, Dublin D07 DAV9

National Advocacy Service for People with Disabilities CLG having its principal office at Level 3 Rear Unit, Marshalsea Court, Merchant's Quay, Dublin 8

Mental Health Commission having its principal office at Waterloo Exchange, Waterloo Road, Dublin 4”.

2.2 Clause 2 is deleted in its entirety and replaced by the following:

"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) "2004 Act" means the Health Act 2004 as amended from time to time;*
- (ii) "2007 Act" means the Health Act 2007 as amended from time to time;*
- (iii) "2001 Act" means the Mental Health Acts 2001–2018 as amended;*
- (iv) "2015 Act" means the Assisted Decision Making (Capacity) Act 2015 as amended*
- (v) "Data Protection Law" means all applicable laws and regulations relating to the processing of personal data, including, in particular, the GDPR, the Data Protection Acts 1988 to 2018, 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);*
- (vi) "Department" means the Department of Health;*
- (vii) "Funding Principles" means the Funding Principles for the National Care Experience Strategy 2025-2027 as agreed between the Partners. The Funding Principles reflect the commitment of the Partners to funding the delivery of the National Care Experience Programme;*

- (viii) *"Health and Social Care Services" means services provided within the meaning of Section 8(1) of the Health Act 2007 as amended and services provided by the HSE under the Mental Health Act 1945 to 2009;*
- (ix) *"HIQA" means the Health Information and Quality Authority, a statutory body established under the Health Act 2007 and the NCEP Lead Partner;*
- (x) *"HSE" means the Health Service Executive, a statutory body established under the Health Act 2004;*
- (xi) *"MHC" means the Mental Health Commission, a statutory body established under the Mental Health Act 2001 to 2018;*
- (xii) *"MOU" means this Memorandum of Understanding;*
- (xiii) *"National Advocacy Service" means National Advocacy Service for People with Disabilities CLG and includes the Patient Advocacy Service which is provided by the National Advocacy Service;*
- (xiv) *"NCEP" means the National Care Experience Programme, a joint initiative between HIQA, the Health Service Executive and the Department of Health, which conducts surveys of survey participants in the Irish health and social care system with the aim of improving the quality of health and social care services by asking people about their experiences of care;*
- (xv) *"NCEP Strategy" means the National Care Experience Programme Strategy 2025-2027 a copy of which is attached to Appendix 2 of this Memorandum of Understanding;*
- (xvi) *"NCEP Team" means HIQA's Director of Health Information and Standards and National Care Experience Programme and the Deputy Director of the National Care Experience Programme in HIQA and people working in HIQA on the delivery of the National Care Experience Programme Strategy 2025 - 2027 and who report to the persons holding those positions;*
- (xvii) *"Partners" means the Health Information and Quality Authority, the Department of Health, the Health Service Executive and the Mental Health Commission and "Partner" means any of them;*
- (xviii) *"Parties" means the Health Information and Quality Authority, the Department of Health, the Health Service Executive, Sage Advocacy, the National Advocacy Service and the Mental Health Commission and "Party" means any of them;*
- (xix) *"Personal Data" has the meaning set out under Data Protection Law;*
- (xx) *"Sage Advocacy" means Sage Advocacy CLG;*

(xxi) *"the surveys" means the surveys conducted by the National Care Experience Programme".*

2.3 Clause 3.2 is deleted in its entirety and replaced by the following sentence:

"The NCEP is a partnership between the Department, HIQA, the HSE and the MHC."

2.4 Clause 4 is amended to include Clause 4.6 after Clause 4.5 and before Clause 5:

"Mental Health Commission

The MHC is an independent statutory body established under the provisions of the Mental Health Acts 2001–2018. The remit of the MHC was extended by the Assisted Decision Making (Capacity) Act 2015 (as amended). The operative provisions of the 2001 Act came into effect on 1 November 2006 and it is expected that there will be further legislative changes in the next few years. The operative provisions of the 2015 Act shall come to come into effect in April 2023. This is the Board of the Commission's (the Board) seventh Strategic Plan and the priorities set out in the Plan cover the period 2023–2027.

The MHC's principal functions are as set out below. Mental Health Acts 2001–2018:

- Registration of approved centres;*
- Regulation of approved centres (monitoring and enforcement);*
- Inspection of all mental health facilities;*
- The establishment and operation of mental health tribunals for those involuntarily detained in approved centres; and*
- The development of standards for mental health services.*

Under the Assisted Decision Making (Capacity) Act 2015 (as amended):

- Promote public awareness and confidence in the 2015 Act and provide information to persons who require or may shortly require assistance in exercising their capacity and decision supports;*
- Provide information and guidance to organisations and bodies about their interaction with persons who require or may shortly require assistance in exercising their capacity and decision supports;*
- Register decision support arrangements and supervise the actions of decision supporters to include receiving and investigating complaints;*

- *Establish and maintain panels of suitable persons to assist in the delivery of statutory functions; and*
- *Act as the Central Authority for matters relating to the Hague Convention on the International Protection of Adults. Upholding human rights in relation to mental health services and people who may need support with decision-making for the people of Ireland is the foundation for the fulfilment of our mandate.”*

2.5 Clause 7 is amended to include Clause 7.6 after Clause 7.5 and before Clause 8:

"Mental Health Commission

7.6 The role of the Mental Health Commission shall be to -

- *participate in any governance matters, advisory group meetings and focus group meetings,*
- *advise the other members in relation to issues relating to approved centres,*
- *share knowledge and experience of working with those in approved centres,*
- *support delivery of the NCEP Strategy in relation to the NMHES,*
- *provide all other assistance as is required by the Parties,*
- *consider the outputs of the NMHES for use in accordance with its functions.*

2.6 Appendix 1 of the MOU is deleted in its entirety and replaced by the contents of Appendix 2 hereto.

3. Miscellaneous

Clause 12 of the MOU shall apply mutatis mutandis to this Amendment.

4. Form and Effective Date of Execution




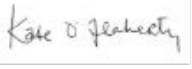

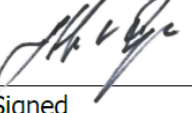

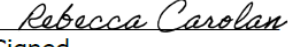

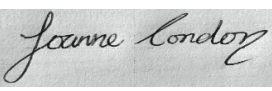


The Parties acknowledge and agree that:

- 4.1 This Amendment may be executed by any form of electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature; and
- 4.2 Transmission of an executed counterpart of this Amendment (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other

agreed format) shall take effect as delivery of an executed counterpart of this Amendment. No counterpart shall be effective until each Party has executed and delivered at least one counterpart; and

- 4.3 This Amendment shall come into effect as of the date of signature of the Parties and will continue in effect until its termination.

In witness where of this Amendment to the MOU has been entered into on the DD MONTH
YEAR

	For and on behalf of	Signed by	Position	Signature
	Health Information and Quality Authority	Angela Fitzgerald	Chief Executive Officer	 Signed Angela Fitzgerald Date 17 April 2026
	Department of Health	Kate O'Flaherty	Director of the National Patient Safety Office	 Signed Kate o'Flaherty Date 3rd of March 2026
	Health Service Executive	Joe Ryan	National Director Public Involvement, Culture and Risk	 Signed Date 04/03/2026
	Sage Advocacy	Rebecca Carolan	Regional Advocate North East	 Signed Date 2nd March 2026
	National Advocacy Service	Joanne Condon	National Manager	 Signed Date 11 March 2026
	Mental Health Commission	John Farrelly	Chief Executive	 Signed John Farrelly Date 16 February 2026

APPENDIX 1

National Care Experience Programme Memorandum of Understanding (MOU) 2025-2027



MOU between
HIQA and National C

APPENDIX 2

Designated Contact Persons

<p>Rachel Flynn Director of Health Information and Standards for and on behalf of Health Information and Quality Authority</p>	<p>Elaine Newell Operations Manager for and on behalf of the Health Service Executive</p>
<p>Madeline Meade Assistant Principal Officer for and on behalf of the Department of Health</p>	<p>Rebecca Carolan Regional Advocate North East for and on behalf of SAGE Advocacy</p>
<p>Joanne Condon National Manager for and on behalf of National Advocacy Service</p>	<p>Georgina Cruise National Manager for and on behalf of Patient Advocacy Service</p>
<p>Orla Keane General Counsel for the MHC (DSS) for and on behalf of the Mental Health Commission</p>	