Memorandum of Understanding ("Memorandum") between the Care Quality Commission of Finsbury Tower, 103-105 Bunhill Row, London, EC1Y 8TG (hereinafter known for brevity as, CQC) and the Commission for Equality and Human Rights (hereinafter referred to as, the EHRC) (and together referred to as the Parties)

Date: March 2010

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Introduction

1. The objective of this Memorandum is to agree a framework that will support the work of the Care Quality Commission (CQC) and the Equality and Human Rights Commission (EHRC), increasing the effectiveness of both organisations through the development of a strategic partnership. The CQC and the EHRC recognise that their roles are distinct, but work may cover common ground and address similar themes.

2. The CQC is the independent statutory regulator of all health and adult social care in England and regulates health and adult social care services, whether provided by the NHS, local authorities, private companies or voluntary organisations. The CQC also protects the rights of people detained under the Mental Health Act and has a wide range of enforcement powers.

3. The work of the CQC brings together independent regulation of health, mental health and adult social care. Before 1 April 2009, this work was carried out by the Healthcare Commission, the Mental Health Act Commission and the Commission for Social Care Inspection.

4. The EHRC is the independent statutory public body in respect of equalities and human rights and has regulatory powers to take legal action on behalf of individuals, to carry out formal investigations into discrimination and to enforce compliance by public authorities with their duties to promote race, disability and gender equality.

5. The EHRC also has the power to hold formal inquiries or to take judicial review proceedings regarding matters relevant to its remit including breaches of the Human Rights Act. The EHRC can also join proceedings taken by others, intervening to promote the proper interpretation of discrimination law and the Human Rights Act 1998.

6. This Memorandum takes particular account of the specific race, disability and gender equality duties. All NHS and social care providers are either public authorities or carrying out public functions, the majority of which have both general and specific race, disability and gender equality duties. The CQC is also subject to the equality duties and so it will need
to consider how those bodies it inspects meet the duties, including in their commissioning of external services.

7. The relevant statutory functions of the CQC and the EHRC are set out at Annex A and the details of those in the CQC and the EHRC responsible for the operation of this Memorandum are detailed in Annex B.

8. The objectives of this Memorandum are not targeted at the resolution of matters relating to individuals therefore the exchange of organisation level information will be sufficient and will not involve sharing person identifiable information.

Scope

9. This Memorandum defines the circumstances in which, and the processes through which, the CQC and the EHRC will co-operate when carrying out their respective functions.

10. Nothing in this Memorandum fetters or interferes with the separate statutory duties and reporting rights of either organisation, even where they have decided to work collaboratively. This Memorandum does not place additional legal and statutory obligations on either organisation, activates nor implies a transfer of responsibility from one to the other, and sharing of statutory functions. In operating within the terms of this Memorandum, each organisation will continue to work within their respective statutory framework at all times.

11. Equally, either organisation can decline a request to collaborate on a specific piece of work on the grounds of resources, efficiency or effectiveness or because to do so is deemed either not to be in the best interests of those using services or directly conflicts with either organisation’s statutory duties, polices or functions.

Principles of joint working

12. The CQC and the EHRC will work together following the principles set out below. In particular all decisions about collaborative working between the CQC and the EHRC will be subject to the following general principles:
PROTECT

- each Party will respect each other's independent status and will cooperate when necessary or appropriate;

- the working relationship will be governed by the need to deliver maximum benefits to those using health and other public services;

- the Parties will work together in undertaking their respective functions when this contributes most to improvements in health and adult social care services;

- the Parties will work together to encourage the development of consistent, high quality, accurate information and will rely on intelligent data to focus and support their work programmes;

- the Parties will be open and transparent in their decisions about when and where it is considered appropriate for them to work collaboratively.

Functions covered

13. The remaining sections of this Memorandum set out the principles and processes, which the two organisations will follow when working co-operatively.

14. Subject to the availability of resources in each organisation, such cooperation may be appropriate in some or all of the following key areas:

- Co-ordination and exchange of information
- National Studies
- Cross referral of concerns
- Seeking and giving advice
- Training and guidance
- Feedback and contribution to annual reporting
- Commissioning of research and reviews of research
- Joint external communications
15. Specific areas of work are subsequently listed with a timetable to organise proceeding activity under this Memorandum.

Levels of co-operation

16. Quarterly meetings will be scheduled between the respective leads for the Memorandum. Prior to each meeting, the information agreed to be shared per the Information Sharing Agreement dated 11 March 2010 will be exchanged for discussion at the meeting together with any issues relating to equality and human rights arising over the previous quarter.

17. The working relationship between the CQC and the EHRC will be characterised by regular contact and open exchange of information, which is not exempt information under the Freedom of Information Act pursuant to s6 Equality Act 2006, including formal and informal meetings at all levels. The relevant officials at the CQC and the EHRC will keep this working relationship under review.

Sharing procedures

18. The two organisations will develop joint procedures where to do so is in the interests of the efficient and effective discharge of their functions. Decisions about the provision of resources for joint work will be resolved prior to the work being undertaken, and may be by pooling of staff or other resources by both organisations subject to joint agreement of both organisations and proper accountability being maintained for their use.

19. Each organisation will disclose and enable use by the other of any procedure developed where this is in the interests of the efficient and effective discharge of their respective functions. Any such sharing of procedures will be subject to a prior decision on resourcing.

Potential areas for collaboration between the CQC and the EHRC

Coordination and exchange of information
20. Provided that the Parties comply with all relevant law, and any restrictions on disclosure, the Parties may, where it is likely to assist in the functions of either or both, exchange information (other than Person Identifiable Information) including data, reports, information about complaints and incidents, and relating to methodology and initiatives.

21. The Parties may quote any such exchanged information (except that which identifies individuals) in any publication or report of its own, unless specifically requested not to do so by the source organisation, provided that the source is acknowledged. Similarly each organisation will observe any agreed restrictions on the circulation or use to be made of the exchanged information.

22. Information will be shared in accordance with the provisions of the Information Sharing Agreement at Annex C.

National Studies

23. Each organisation will share relevant respective proposed programmes of national studies or individual work at an early stage and may consult on how each could contribute to the other’s programme. The CQC and the EHRC may by agreement collaborate on studies.

Cross referral of concerns

24. Where officials of either organisation encounter significant concerns or receive information about concerns that fall within the remit of the other organisation, the relevant organisation will convey those concerns to a person with relevant responsibility in the other organisation and at an appropriate time. However this will be subject to any legal restrictions on disclosure, affecting this Memorandum and any applicable code of practice in relation to personal data and such concerns might include reports and disclosures, which are protected under the Public Interest Disclosure Act 1998.

25. Each organisation will, subject to resources and appropriate timing, provide further information and
assistance as is reasonable to the other in following up such referrals.

Seeking and giving advice

26. Each organisation will, on request, provide advice to the other on matters within its competence, subject to the availability of resources and the absence of conflict with the functions of the organisation requested to provide that advice. Such advice would not obviate the need of Parties to seek their own legal opinion or undertake equality impact assessments of its own policies and reports where necessary. The advice provided by one organisation to another will not constitute legal advice.

Training and guidance

27. Each organisation will, on request, provide material relating to training or guidance to the other on matters within its remit or competence, subject to the availability of resources and the absence of conflict with its own functions or policies.

28. The CQC and the EHRC may carry out joint training, or issue joint guidance, where to do so is in the interests of each organisation and users of services. Joint training may be developed and/or delivered together as appropriate.

Feedback and contribution to annual reporting

29. Each organisation will, on request, contribute material to the other's annual or other reports, subject to availability of resources and absence of any conflict with the statutory remit and policies of each organisation.

30. The CQC and the EHRC may produce a joint report on any matter where this is in the interests of the efficient and effective discharge of the functions of each organisation.

Commissioning of research and reviews of research

31. The CQC and the EHRC may work together on, share information relevant to, or conduct jointly, any research or
review of research, subject to availability of resources and absence of conflict with the functions and policy of either organisation.

32. An official of either the CQC or EHRC may contribute to any research or review of research conducted by the other, on request and with the agreement of both organisations, subject to the availability of resources and absence of any conflict with the functions and policy of either organisation.

Joint external communications

33. Each organisation will involve the other in meetings, conferences and other public discussions relating to collaborative and other relevant work.

34. Where appropriate, and where it is in the interests of both the CQC and the EHRC, each organisation will issue joint press releases or public statements on any matters or cases substantially within the remit of both the CQC and the EHRC. In other circumstances and as appropriate, either organisation will notify or copy to the other in advance of issue any press release or public statement on any matter or case which has some bearing on the other organisation.

35. Each organisation will also as necessary brief the press office of the other on current issues likely to be of interest to the public. No joint press release will be published without the agreement of both Parties.

36. Each organisation will include on its website relevant links to the website of the other.

37. Each press office will provide an advanced timetable to the other of planned media activities.

Sharing resources

38. The CQC and EHRC will, where appropriate, actively seek opportunities to share resources on diverse aspects of their functions.
Specific Areas of Work and Information to be Shared

39. The following priority areas have been identified as specific areas of work which the CQC and EHRC will take during 2010. The Parties will review progress in August 2010 and agree further joint action necessary to continue the programme of improvement.

A Develop equality and human rights indicators for the inspection framework;

B Joint work on producing guidance for providers on embedding equality and human rights practice (including material that looks at the new duties that will come in with the single equality act)

C Joint work on producing guidance for inspectors on how to inspect equalities and human rights in the health and adult social care sectors;

D Train inspectors on the work set out above and;

E Share information to help the Parties to discharge their statutory duties within the Health and Social Care sectors.

Objectives and milestones for 2010

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Milestones</th>
<th>Responsible person</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Develop equality and human rights indicators for the inspection framework;</td>
<td>CQC authorisation criteria (March 2010)</td>
<td>Sam Pryke (EHRC)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Nigel Thompson (CQC)</td>
</tr>
</tbody>
</table>
| B | Joint work on producing guidance for providers on embedding equality and human rights practice (including material that looks at the new duties that will come in with the single equality act) | Guidance for providers (September 2010) | Sam Pryke (EHRC)  
Nigel Thompson (CQC) |
| C | Joint work on producing guidance for inspectors on how to inspect equalities and human rights in the health and adult social care sectors; | Guidance for inspectors (September 2010) | Sam Pryke (EHRC)  
Nigel Thompson (CQC) |
### PROTECT

| D Train inspectors on (C) | Training sessions designed and delivered (Autumn 2010) | Sam Pryke (EHRC)  
<table>
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<tr>
<th></th>
<th></th>
<th>Nigel Thompson (CQC)</th>
</tr>
</thead>
</table>
| E Share information to help the Parties to discharge their statutory duties within the Health and Social Care sectors. | | Sam Pryke (EHRC)  
|                          |                              | Nigel Thompson (CQC) |

#### Confidentiality

40. All arrangements for collaboration and exchange of information, set out in this Memorandum, will comply with all relevant legislation, including the Data Protection Act.
1998, this Memorandum and any Code of Practice on Confidential Personal Information.

Reconciliation of disagreement

41. Any disagreement between the organisations regarding the Information Sharing Agreement or this Memorandum will normally be resolved at working level between the relevant officials. If this is not possible, it may be referred upward through those responsible for operating this Memorandum up to and including the Chief Executive Officers of both organisations, who will jointly be responsible for ensuring a mutually satisfactory resolution.

Review of this Memorandum of Understanding

42. This Memorandum will be reviewed and renewed in writing signed by both Parties as needed but annually as a minimum.

Signed: ........................................

Date: 11/2/10

Chief Executive Officer, Care Quality Commission

Signed: ........................................

Date: 11/3/10

Chief Executive Officer, Commission for Equality and Human Rights
Statutory Functions

Care Quality Commission

The powers and functions of the CQC are set out in the Health and Social Act 2008.

Objectives

The Commission’s main objective is to “…to protect and promote the health, safety and welfare of people who use health and social care services.”

- the Commission is to perform its functions for the general purpose of encouraging:
  - the improvement of health and social care services
  - the provision of health and social care services in a way that focuses on the needs and experiences of people who use those services, and
  - the efficient and effective use of resources in the provision of health and social care services

- In working towards these objectives, CQC is required to have regard to:
  - the views of the public and people
  - experiences of people who use regulated services
  - the need to protect and promote people’s rights, especially those of children, detained patients and people deprived of liberty
  - proportionality to risk, best regulatory practice, evidence relating to effective regulation, and the government’s principles of good regulation.

- CQC must also issue a statement (and report annually) as to how it will:
  - promote awareness of its functions among people who use regulated services and their carers;
  - involve them in how it carries out its functions; and
  - ensure that their views are fully taken into account.
Main regulatory functions

The main regulatory functions of CQC include:

- Register all public and independent providers and strengthened enforcement powers
  - Introduce a single system of registration which covers all publicly and privately funded health and social care services, including NHS providers for the first time. This system will start on April 2010.
  - Act makes it an offence for a person to carry on a "regulated activity" without being registered. Regulations defined in secondary legislation will set out what is a "regulated activity".
  - Enforcement powers across all providers will include issuing a warning notice, imposing or vary conditions of registration, prosecution for an offence under the Act, cancel or suspending registration and issuing a penalty notice.

- Periodic reviews
  - Replace CSCI’s annual assessments of councils and Health Care Commission’s NHS Annual Health Check.
  - Reviews of provision of NHS health care and public funded adult social care (the Secretary of State may extend to other "regulated activities").
  - Activity is an assessment (not a rating) of performance and the publishing of a report
  - CQC to declare how frequent the reviews will be and what period they relate to
  - CQC must publish a statement of method after Department of Health approval

- Special reviews & investigations
  - Into the provision of NHS care, adult social services and the functions of an English Health Authority (includes Strategic Health Authorities).
PROTECT

- Must publish a report and can recommend special measures for English local authorities or give advice to the Secretary of State about English NHS care.

- Value-for-money studies
  
  - May undertake or promote comparative or other studies to make recommendations on improving the economy, efficiency, effectiveness and management of provision and commissioning by local authorities, provision of NHS providers, commissioning by PCTs.
  - These activities can be exercised by the Audit Commission if they and CQC so agree.

- Co-ordination of regulation
  
  - Must promote the effective co-ordination of reviews and assessments which includes inspections and the provision of information.
  - Power to require a person who plans to inspect an organisation not to inspect, or not to carry out an inspection in a particular way if CQC judged that this would impose an unreasonable burden on the organisation to be to be regulated.
  - Regulations will specify the inspectors and organisations concerned.
  - Secretary of State may publish guidance about steps regulatory authorities may take to avoid unreasonable burdens from inspection or requiring the provision of information.

- Transfer of Mental Health Act Commission functions
  
  - Transfers powers to CQC for England that ensure rights of people detained under the Mental Health Act 1983 are protected.

Commission for Equality and Human Rights

The Commission's statutory duties, set out in the Equality Act 2006, are to:
PROTECT

- promote understanding of the importance of equality and diversity
- encourage good practice in relation to equality and diversity
- promote equality of opportunity
- promote awareness and understanding of rights under the equality enactments
- enforce the equality enactments
- work towards the elimination of unlawful discrimination
- work towards the elimination of unlawful harassment
- encourage good practice in relation to human rights
- promote awareness, understanding and protection of human rights
- promote good relations among and between groups and others, where groups include a group or class of persons who share a common attribute in respect of any of the protected grounds
- monitor the effectiveness of laws relating to equality and human rights, and monitor and report progress towards identified desired outcomes, and
- encourage public authorities to comply with section 6 of the Human Rights Act 1998 (compliance with convention rights).

We also work closely with our colleagues in the Scottish Commission for Human Rights which has been established by the Scottish parliament to work on human rights matters specific to Scotland.

The Commission’s statutory powers under the Equality Act 2006 include the following powers relevant to its legal work:

- To advise the government about the effectiveness of any of the equality and human rights enactments and to recommend amendment, repeal, consolidation, etc of any of the equality and human rights enactments.
• To advise central or devolved government about the effect of an enactment and the likely effect of a proposed change of law.

• To issue or revise a code of practice in connection with a matter addressed in the equality enactments.

• To give advice or guidance (about the effect or operation of an enact mentor otherwise).

• To publish or otherwise disseminate ideas or information.

• To undertake research.

• To cooperate with persons interested in human rights within the UK or elsewhere.

• To make, cooperate with, or assist in arrangements for monitoring crime affecting certain groups.

Actions by the Commission in its own name

• To conduct an inquiry into any matter related to equality and diversity, human rights or good relations between protected groups and report on its findings.

• To conduct an investigation where it suspects that the person has committed an act that is unlawful under one of the equality enactments, and to serve an unlawful act notice.

• To enter into an enforceable agreement to stop acts of discrimination or breach of public sector equality duty in lieu of an investigation, unlawful act notice or compliance notice.

• To conduct an assessment of compliance with public sector equality duties.

• To serve a compliance notice for breach of public sector equality duties (for breach of general duties only after an assessment).

• For the purposes of an inquiry, investigation or assessment, to require any person to provide information, produce documents or give oral evidence.
PROTECT

- To apply for an injunction to restrain/interdict to prohibit commission of an unlawful act.

- To bring proceedings in relation to discriminatory advertisements, instructions or pressure to discriminate.

- To bring own-name proceedings, including judicial review proceedings, and/or to intervene in proceedings relevant to its equality or human rights functions.

Action to assist victims of discrimination

- To assist an individual in proceedings that relate wholly or partly to an alleged breach of one of the equality enactments, where the individual alleges that they have been the victim of the alleged breach, including providing legal advice, legal representation, facilities for settlement or any other form of assistance.

- To assist an individual in proceedings concerning a landlord’s refusal to consent to an improvement in a dwelling to facilitate the enjoyment of the premises by a disabled tenant or other lawful occupier.

- To make arrangements for the provision of conciliation services for disputes which could otherwise be litigated under one of the equality enactments.
Annex B

Details of persons in each organisation responsible for the operation of this Memorandum of Understanding

Care Quality Commission:

Nigel Thompson
Head of Equalities
Nigel.Thompson2@cqc.org.uk

Commission for Equality and Human Rights:

Sam Pryke
Policy Manager – Health and Social Care
Sam.Pryke@equalityhumanrights.com
Annex C

Information Sharing Agreement
(For information other than Person Identifiable Information)

March 2010

INTERPRETATION

The words below shall have the following meaning:

Agreement, means this Information Sharing Agreement and its accompanying Annexes.

CQC, means the Care Quality Commission established under section 1(1) of the Health and Social Care Act 2008.


Information Consumer, means the party who receives the information.

Information Provider, means the party who provides the information.

Person Identifiable Information, means information that relates to individuals, (whether living or deceased), who can be identified from that information or that information and other information which is in the possession of, or likely to come into the possession of, the Information Provider. The obtaining, handling, use and disclosure of such information is governed principally by the Data Protection Act 1998 and the common law duty of confidence, respectively.

PARTIES TO THE AGREEMENT

1. The Parties to this Agreement are the CQC and the EHRC.

PURPOSE OF THE AGREEMENT
2. The Parties have entered into this Agreement for the purpose of sharing information to enable both organisations to fulfil their respective statutory duties under the Health and Social Care Act 2008 and the Equality Act 2006, in particular, to increase the effectiveness of regulation and drive improvement in the health and social care sectors.

3. This Agreement supports the Memorandum of Understanding dated 11 March 2010 and signed by the Parties to this Agreement and has been drafted in light of the relevant requirements of Her Majesty's Government Security Policy Framework.

4. This Agreement defines the principles and procedures that the Parties shall adhere to whenever they need to share information and the responsibilities each organisation owes in respect of the other.

5. This Agreement is not intended to cover Person Identifiable Information. Proposals to share such information must be in writing and directed to the contact of the Information Provider identified in Annex 2 who shall consider the request on a case-by-case basis.

INFORMATION TO BE SHARED

6. Annex 1 shall set out the nature and extent of the information to be shared, the individuals responsible for daily management of this Agreement and any other relevant details.

APPROVAL AND DISSEMINATION OF AGREEMENT

7. The Parties shall ensure that this Agreement is formally approved and adopted before any information sharing takes place. The Parties shall ensure that the Agreement is disseminated to key staff, particularly any field staff who may be required to share information with other organisations.

RESPONSIBILITIES

Data Quality
8. The Information Provider shall ensure the information it provides is of sufficient quality, namely:
   - adequate,
   - relevant,
   - not excessive in relation to the purposes for which it is required, and
   - accurate

Prohibition on Further Use

9. The Information Consumer shall ensure the information provided by the Information Provider is used exclusively for the specified purposes and shall not further use the information in any manner incompatible with that purpose or purposes without the prior written consent of the Information Provider or as provided by law.

Security Arrangements

10. The Information Provider shall exercise reasonable judgement and choose and apply the appropriate protective mark (set out in Annex 3) to the information and prior to its onward transmission to the Information Consumer.

11. The protective mark shall determine the security measures to be employed to protect the information against unauthorised or unlawful access, accidental loss or destruction and damage.

12. The Information Consumer may increase the level of protection afforded to the information but may not decrease it without the prior written consent of the Information Provider.

13. The Parties agree to maintain the appropriate security measures throughout the lifecycle of the information, in particular, during storage, transmission and destruction.

14. The Parties agree to inform each other immediately of any breach of security involving the information that is the subject of this Agreement.
15. Details of the breach shall be communicated in writing unless it is impractical or inexpedient, in which case, written confirmation should be provided as soon as possible thereafter.

16. The Parties shall maintain, and keep up-to-date, a list of contacts responsible for managing information security incidents for their organisation in Annex 2 to this Agreement.

Access to Information Requests

17. The Parties being public bodies are subject to access to information legislation such as, but not limited to, the Freedom of Information Act 2000, which confers a general right of access to copies of recorded information held by a public authority.

18. The Parties acknowledge that the information that is the subject of this Agreement, and the Agreement itself, may therefore be disclosable under such legislation.

19. On receipt of a fully compliant request in relation to information provided by the Information Provider, the Information Consumer shall:

   - in writing, inform the Information Provider of the nature and extent of the request as soon as reasonably practicable,

   - afford the Information Provider a reasonable opportunity to comment on the request, and should the Information Provider object to disclosure, consider those objections carefully in light of current guidance and case law,

   - in writing, notify the Information Provider of its decision as soon as reasonably practicable, but in any event, before the expiry of the statutory deadline, and

   - keep the Information Provider informed of any subsequent developments relating to the request, including complaints and appeals.

20. The Information Provider shall:
- respond to the Information Consumer's written notification as soon as reasonably practicable setting out its view on disclosure;

- should it object to disclosure, set out its detailed reasons in writing (including, where relevant, the competing public interest arguments) and communicate it to the Information Consumer as soon as reasonably practicable but in sufficient time to enable the Information Consumer to consider its comments and prepare a formal written response to the applicant,

- afford reasonable advice and assistance to the Information Consumer, as necessary, to ensure the request is handled in accordance with the governing legislation and within the statutory deadlines.

21. In all instances, the decision as to whether the information should or should not be disclosed rests solely with the Information Consumer as the holder of the information and the recipient of the request.

22. The Information Consumer shall not disclose the identity of the applicant to the Information Provider unless it is necessary to discharge its responsibilities under this part of the Agreement and/or justifiable under the Data Protection Act 1998.

23. Complaints arising from an access to information request shall be handled under the Information Consumer's policy of the same.

24. The Parties shall maintain, and keep up-to-date, a list of contacts responsible for handling access to information requests, (or qualified to take decisions in respect of these requests) for their organisation in Annex 2 to this Agreement.

Retention Periods

25. The information shall be stored in accordance with the Information Consumer's records retention and disposal schedule.
26. In the absence of a records retention and disposal schedule, or a statutory retention period, the information shall not be retained for longer than is necessary to fulfil the specified purpose or purposes; such period to be reviewed annually.

27. The review shall be recorded in writing.

ADMINISTRATION OF THIS AGREEMENT

28. The Parties shall review this Agreement annually or more frequently where necessary by prior written agreement of both Parties.

RESOLUTION OF DISAGreements

29. The Parties agree to resolve any disagreement arising from this Agreement informally and promptly, in the first instance, by the officers who have operational responsibility for this Agreement.

30. The disagreement shall be escalated to senior officers, up to, and including the Chief Executive Officers, if it cannot be resolved informally. The Chief Executive Officers shall be jointly responsible for ensuring a mutually satisfactory resolution.

Signed: 

Date: 11.3.10

Chief Executive Officer, Care Quality Commission

Signed: 

Date: 11/03/10

Chief Executive Officer, Commission for Equality and Human Rights
## INFORMATION TO BE SHARED

Information to be provided by the EHRC

<table>
<thead>
<tr>
<th>Category</th>
<th>Detail</th>
<th>Lead</th>
<th>Frequency/Timescales</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equality Duties</td>
<td>Information relating to equality duties issues; and provide information on its enforcement work where appropriate</td>
<td>PSD team – Jonathan Timbers</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Individual applications</td>
<td>1. the number of such cases in which the EHRC’s Legal Committee have made final decisions in the previous quarter</td>
<td>EHRC Legal – Brenda Parkes</td>
<td>Quarterly</td>
</tr>
<tr>
<td>for assistance</td>
<td>(Note this information is PROTECT) 2. the names of the Respondents in cases in which the EHRC’s Legal Committee have made final decisions in the previous quarter <em>but only when these are in the public domain</em></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>3. the decision made in each case by the EHRC’s Legal Committee</td>
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</tr>
<tr>
<td></td>
<td>4. the type of case for which application for assistance was made (i.e. employment or non-employment).</td>
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**PROTECT**

| Notable Practice | Where in EHRC's view organisations have developed policies and practices, which are exemplary for the sector in a particular area of activity. | Health & social care policy team - Sam Pryke | Quarterly |

**Information to be provided by the CQC**

<table>
<thead>
<tr>
<th>Category</th>
<th>Detail</th>
<th>Lead</th>
<th>Frequency/ Timescales</th>
</tr>
</thead>
</table>
| General   | 1. The CQC will inform the EHRC of its timetables for those investigations, inspections, national studies and reviews (including improvement reviews) that are of mutual interest and responsibility. When CQC begins any of the above activities, it will, as part of the pre-assessment process, inform EHRC of such intended action, at the point of trigger, where such activities have equality and human rights dimensions.  
2. CQC will advise EHRC of relevant work planned or in progress on equality and human rights classifications and indicators and liaise with the relevant EHRC officials.                                                                                   |      | Ongoing               |
| Complaints| 1. Information or themes from complaints that relate to                                                                                                                                                                                                                                                                                                                                                                     |      | Quarterly             |
### PROTECT

<table>
<thead>
<tr>
<th>(Note this information is PROTECT)</th>
<th>equality and human rights issues.</th>
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<tr>
<td>2. Individual complaints – where the CQC, in the course of investigating a complaint, considers that an organisation may not be meeting equality and human rights issues and supplies the EHRC with the relevant data.</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Notable Practice</td>
<td>NHS organisations that have developed policies and practices, which are exemplary for the sector in a particular area of activity.</td>
</tr>
<tr>
<td></td>
<td>Notable practice to be advised to EHRC and CQC to consider:</td>
</tr>
<tr>
<td></td>
<td>1. featuring the information in any public report of the inspection</td>
</tr>
<tr>
<td></td>
<td>2. publishing or otherwise disseminating case study material</td>
</tr>
<tr>
<td></td>
<td>3. including the information in thematic reports</td>
</tr>
<tr>
<td>NHS Staff Surveys</td>
<td>Data relating to equality and human rights issues to be provided to the EHRC</td>
</tr>
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<td></td>
<td>In advance of publication</td>
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</tbody>
</table>
## ANNEX 2

### KEY CONTACTS

#### The CQC

<table>
<thead>
<tr>
<th>Area of Responsibility</th>
<th>Job Title and/or Name</th>
<th>Contact Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Lead officer/individual with operational responsibility for this Agreement.</td>
<td>Head of Equalities</td>
<td><a href="mailto:Nigel.Thompson2@cqc.org.uk">Nigel.Thompson2@cqc.org.uk</a></td>
</tr>
<tr>
<td>• Requests for Person Identifiable Information.</td>
<td>Information Governance Manager</td>
<td><a href="mailto:Information.access@cqc.org.uk">Information.access@cqc.org.uk</a></td>
</tr>
<tr>
<td>• Access to information requests.</td>
<td>Security and Compliance Manager</td>
<td><a href="mailto:security@cqc.org.uk">security@cqc.org.uk</a></td>
</tr>
</tbody>
</table>

#### The EHRC

<table>
<thead>
<tr>
<th>Area of Responsibility</th>
<th>Job Title and/or Name</th>
<th>Contact Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Lead officer/individual with operational responsibility for this Agreement.</td>
<td>Policy Manager</td>
<td><a href="mailto:Sam.Pryke@equalityhumanrights.com">Sam.Pryke@equalityhumanrights.com</a></td>
</tr>
<tr>
<td>• Requests for Person Identifiable Information.</td>
<td>Policy Manager</td>
<td><a href="mailto:Sam.Pryke@equalityhumanrights.com">Sam.Pryke@equalityhumanrights.com</a></td>
</tr>
<tr>
<td>• Access to information requests.</td>
<td>Policy Manager</td>
<td><a href="mailto:Sam.Pryke@equalityhumanrights.com">Sam.Pryke@equalityhumanrights.com</a></td>
</tr>
<tr>
<td>PROTECT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ICT Infrastructure Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:Lee.Blinkhorn@equalityhumanrights.com">Lee.Blinkhorn@equalityhumanrights.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Information security incidents/matters
## Annex 3

### Protective Markings

**One of the following protective marks must be applied to a prominent part of the information (preferably in block capitals and in the header or subject heading of the document); in descending order of significance:**

- **Restrict**
- **Protect**
- **Not protectively marked** (means the information is disclosable to the world at large)

The appropriate protective mark is the one that best describes the level of harm that might arise in the event the information is unlawfully or accidentally accessed, disclosed, lost, destroyed, or damaged.

Reasonable care and judgement must be exercised when choosing the relevant protective mark because the protective mark determines the security measures to be employed.

Please read both columns in their entirety before choosing a protective mark.

<table>
<thead>
<tr>
<th>Protective Mark</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Restrict</strong></td>
<td>• cause distress to individuals;</td>
</tr>
<tr>
<td><strong>Protect</strong></td>
<td>• undermine the process by which the Parties publish information;</td>
</tr>
<tr>
<td>PROTECT</td>
<td></td>
</tr>
<tr>
<td>------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>• unfair advantage for individuals or companies;</td>
<td>• breach proper undertakings to maintain the confidence of information;</td>
</tr>
<tr>
<td></td>
<td>• prejudice investigations and proceedings or facilitate the commission of crime;</td>
</tr>
<tr>
<td></td>
<td>• disadvantage the Commission or third parties in commercial or policy negotiations with others;</td>
</tr>
<tr>
<td></td>
<td>• to breach statutory restrictions on disclosure of information;</td>
</tr>
<tr>
<td></td>
<td>• cause financial loss or loss of earning potential or to facilitate improper gain or advantage for individuals or companies;</td>
</tr>
<tr>
<td></td>
<td>• impede the effective development or operation of government policies;</td>
</tr>
<tr>
<td></td>
<td>• undermine the proper management of the public sector and its operations.</td>
</tr>
</tbody>
</table>
### SECURITY ARRANGEMENTS

<table>
<thead>
<tr>
<th>Activity</th>
<th>Protect Manual</th>
<th>Protect Electronic</th>
<th>Restricted Manual</th>
<th>Restricted Electronic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Storage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Does not include portable media devices or removable media, such as hard drives; USB keys and DVD/CD-ROMs - reference should be made to the &quot;Transmission&quot; section immediately below)</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Transmission</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>(Applies whenever information is transferred, including transfers between systems and locations of one party).</td>
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<td></td>
<td></td>
<td></td>
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</tbody>
</table>