



Memorandum of understanding
between

HMI Prisons and Care Quality Commission

May 2026

The Parties

- 1) His Majesty's Inspectorate of Prisons (HMI Prisons) of 10 South Colonnade Canary Wharf London E14 4PU (HMIP)
- 2) Care Quality Commission of Citygate, Gallowgate, Newcastle upon Tyne NE1 4PA (CQC)

Together known as "The Parties".

Introduction

- 1) This Memorandum of Understanding (MoU) sets out the framework to support the relationship between the Parties as they work to safeguard the wellbeing of people receiving health and social care while detained or imprisoned in a custodial setting in England.
- 2) All previous Memorandums of Understanding or other agreements between the Parties are superseded by this MoU.
- 3) The working relationship between the Parties is part of a regulatory system for health and adult social care in England that promotes patient safety and high-quality care.
- 4) CQC is the independent regulator of health and adult social care in England. The statutory responsibility of HMIP is to inspect and report on the treatment of detainees and the conditions in establishments in England and Wales. The responsibilities and functions of the Parties are set out in more detail in Annex A. Both organisations have a role ensuring the quality and safety of health and care services in custodial settings.
- 5) This MoU does not override the respective statutory responsibilities and functions of the Parties and is not enforceable in law. However, the Parties are committed to working in ways that are consistent with the principles of this MoU.

Principles of Co-operation

- 6) This MoU sets out the principles which support the Parties' focus on promoting patient and public safety and wellbeing.
 - a) **Effective Inspection and regulation to promote safe and high-quality health and social care outcomes:**
 - i) Both Parties are committed to undertaking a high-quality inspection and regulation programme in accordance with the "Key principles for inspection and assessment of healthcare providers" as set out in Annex B.
 - ii) Using/ the principles of good regulation of proportionality, accountability, consistency, transparency and targeted focus, the Parties will work jointly to enable improved efficiency for both organisations.
 - b) **Respect for each organisation's independent status:**
 - i) Joint working and co-ordination must be in the context of the Parties' differing remits and statutory functions. Each party retains its own system of accountability and strategic priorities.

c) The need to maintain public and professional confidence in the two organisations and the regulatory process:

- i) All staff of the Parties will maintain exemplary behaviour in line with both organisations' commitment to integrity, honesty, objectivity, and impartiality.
- ii) Both Parties will adhere to their individual codes of professional conduct. Registered clinicians will adhere to their respective professional codes of ethics and practice.

d) The need to use resources effectively and efficiently:

- i) Both Parties agree to be respectful of each other's time and resources and to consider efficiencies in line with improving inspection practice. This includes considerations of partners' priorities when identifying that a collaborative approach would enable better patient outcomes, effectiveness, efficiencies or quality assurance.
- ii) Both Parties agree to collaborate and co-operate to establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered, and actions taken as required.
- iii) Both Parties agree to be accountable: to take on, manage and account to each other for performance of their respective roles and responsibilities set out in this MoU.
- iv) Both Parties agree to be open: to communicate openly about major concerns, issues or opportunities when working in accordance with this MoU.
- v) Both Parties will pool knowledge and expertise as appropriate.
- vi) The Parties agree to learn, develop, and seek to achieve full potential, to share information, experience, materials and skills to learn from each other and develop effective working practices.
- vii) Both Parties agree to work collaboratively, to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost.
- viii) Both Parties agree to deploy appropriate resources, ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU, including sickness absence.
- ix) Each Party agrees to authorise the other to use its findings when required or necessary.

e) Addressing overlaps and gaps in the Inspection and regulatory frameworks:

- i) Both Parties agree to review inspection methods, evidence-based practice and national health guidance regularly to promote quality, efficiency and contemporary working practices.
- ii) Both Parties agree to timely consultation when priorities, strategic direction and business objectives change and have the potential to impact either organisation.

Areas of Cooperation

- 7) The working relationship between the Parties involves cooperation in the following areas:
 - a) Regulation and Inspection
 - b) Thematic reviews, studies and reports
 - c) Advice and information to Ministers, Parliament, service providers, the National Preventive mechanism (NPM) and the public
 - d) Promoting our findings to our wider partners and professional bodies to encourage improvement in patient outcomes.
- 8) When working together the Parties will agree on a lead body, so that it is always clear which statutory powers they are acting under:
 - a) When undertaking a scheduled full HMIP inspection, HMIP lead health inspectors will co-ordinate the inspection and be responsible for the submission of the final joint report for publication by HMIP.
 - b) CQC will be accountable for any actions as a result of regulatory breaches from an inspection and will submit any action plan requests to HMIP in advance of publication. Both Parties will ensure that reporting is aligned, and findings are consistent. CQC will utilise their inspection methodology for comprehensive or focused inspections, and lead and report separately.
 - c) For HMIP Independent Reviews of Progress (IRPs), CQC will be invited to attend if the recommendations under review include health and social care concerns. During an IRP, the HMIP lead health inspector will be responsible for submitting the joint report within 36 hours of completion of the review with support from CQC inspectors.
 - d) Both Parties will endeavour to coordinate the timing of IRPs and any required CQC follow up inspections to minimise the burden of inspection on establishments. If an IRP is carried out alongside a CQC follow up inspection, CQC will utilise the single Framework assessment and report separately.
- 9) Both Parties have extensive knowledge of the health and justice sectors; each also has additional expertise in regulation and the criminal justice system. HMIP will share prison-related information with CQC pertinent to its regulatory responsibilities in health and social care of detainees; and the Parties reciprocally will share clinical information in confidence. This will not be shared further within or beyond CQC or HMIP unless public safety or the best interests of the detainee necessitate disclosure.

Data processing

- 10) Both Parties recognise that all processing of personal data, including the sharing of personal data, must be carried out in accordance with the Data Protection Act 2018 and in accordance with the UK General Data Protection

Regulation. CQC will follow its statutory Code of Practice on Confidential Personal Information. The Parties agree that the sharing of personal data will be carried out in a manner consistent with the Data Sharing Code of Practice published by the Information Commissioner's Office and in line with the Information Sharing Protocol found at Annex C of this MoU.

- 11) Both organisations recognise their responsibilities under the Freedom of Information Act 2000. Where either organisation receives a request under the Act for information received from the other, both organisations agree to take reasonable steps to consult on the proposed disclosure and the application of exemptions but recognise that the responsibility for disclosure lies with the organisation that received the request.
- 12) HMIP will retain any information provided by CQC for the periods set out in its [Records Retention and Disposal Schedule – HM Inspectorate of Prisons \(justiceinspectorates.gov.uk\)](https://www.justiceinspectorates.gov.uk).
- 13) CQC will retain information provided by HMIP in accordance with its Retention and Disposal Schedule (www.cqc.org.uk/privacy).

Intellectual property rights

- 14) For the purposes of this MoU the term “Intellectual Property Right” shall have the following meaning:
 - 15) patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other Intellectual Property Rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
 - 16) The Parties intend that any Intellectual Property Rights created in the course of this MoU shall vest in the party whose employee created them (or in the case of any Intellectual Property Rights created jointly by employees of both Parties in the Party that is lead party noted in clause 3.2 above for the part of the project that the Intellectual Property Rights relates to).
 - 17) Where any Intellectual Property Rights vests in either party in accordance with the intention set out in clause 5.2 above, that party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the joint working under this MoU.

Resolution of disagreement

- 18) The Parties shall attempt in good faith to resolve any dispute between them arising out of or in connection with this MoU through the “Relationship Leads” (as defined below at clause 7.4) within 10 (ten) working days of either party notifying the other of the dispute.

19) If the Relationship Leads are for any reason unable to resolve the dispute within ten (10) working days of notice of the dispute by either party, it shall be referred to the Parties' senior personnel below who shall attempt to settle it:

HMIP: Elizabeth Barker, Head of Secretariat

CQC: Lucy Harte, Deputy Director Multiagency Operations, National Operations

20) If the matter is not resolved by the Parties' senior personnel named in clause 6.2 within thirty (30) working days of the dispute being referred to them, it shall be escalated in accordance with the following for resolution:

To HMIP's: Martin Lomas, Deputy Chief Inspector of Prisons

To CQC's: Chris Gendall, Director of National Operations

Duration and review

21) This MoU shall be effective for a total duration of 24 months from the date of signing.

22) This MoU will be reviewed every 24 months but may be reviewed at any time at the request of either party. Any alterations to the MoU will, however, require both Parties to agree.

23) Either party may terminate this MoU by giving at least three months' notice in writing to the other party at any time.

24) Both Parties have identified a person responsible for the management of this MoU (known as 'Relationship Leads') and their contact details are set out in Annex D Relationship Leads will liaise as required to ensure that:

a) This MoU is kept up to date.

b) They identify any emerging issues in the working relationship between the Parties.

c) They resolve any questions that arise regarding the interpretation of this MoU.

Variation

25) This MoU, including its Annexes, may only be varied by written agreement of the Parties.

Charges and liabilities

26) Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

27) Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither Party intends that the other Party shall be liable for any loss it suffers as a result of this MoU.

Status

28) This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MoU. The Parties enter into the MoU intending to honour all their obligations.

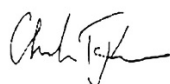
29) Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

Governing law and jurisdiction

30) This MoU shall be governed by and construed in accordance with English law and, without affecting the dispute resolution procedure set out in Clause 6 of this MoU, each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signatories

Signed for and on behalf of HMI Prisons:



Charlie Taylor, HM Chief Inspector of Prisons

12 January 2026

Signed for and on behalf of the Care Quality Commission:



Professor Bola Owolabi (CBE), CQC Chief Inspector of Primary Care and Community Health Services

12 May 2026

Contact points

For HMIP:

Name: Tania Osborne

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For CQC:

Name: Lucy Harte

Office Address: Citygate, Gallowgate, Newcastle Upon Tyne, NE1 4PA

Email Address: lucy.harte@cqc.org.uk

Annex A: Responsibilities and functions of CQC and HMIP

HMIP

HM Inspectorate of Prisons (HMI Prisons) is an independent inspectorate whose Chief Inspector is a Crown appointment. HM Chief Inspector of Prisons' responsibilities are set out in sections 5A and 43 of the Prison Act 1952 (as amended). The Chief Inspector reports to the Secretary of State on the treatment of and conditions for those in prison, young offender institutions, court custody suites in England and Wales and immigration detention facilities in the United Kingdom. HMI Prisons also inspects secure training centres (jointly with Ofsted and the Care Quality Commission). By invitation, HMI Prisons inspects some military detention facilities as well as prisons in Northern Ireland and in other jurisdictions with links to the UK such as the Isle of Man. HMI Prisons promotes the concept of “healthy establishments” in which staff work effectively to support prisoners and detained people to reduce reoffending and achieve positive outcomes for those detained and for the public.

Details of HMIP’s framework, approach and general methodology can be found at: <https://hmiprisons.justiceinspectorates.gov.uk/how-we-inspect/>

Care Quality Commission (CQC)

CQC was established under the Health and Social Care Act 2008 as the independent regulator of health and adult social care in England. Its purpose is to make sure health and care services provide people with safe, effective, compassionate, high-quality care and to encourage them to improve.

CQC does this by registering, monitoring, inspecting, and regulating hospitals, adult social care services, dental and general practices and other care services in England, to make sure they meet fundamental standards of quality and safety. CQC sets out what good and outstanding care looks like, and we make sure services meet these standards which care must never fall below.

CQC reports publicly on what it finds locally, to help people choose care and encourage providers to improve. It also reports annually to Parliament on the overall state of health and adult social care in England.

Where appropriate CQC will pursue civil and/or criminal enforcement action against registered persons who provide health and social care services for breaches under the Health and Social Care Act 2008 and its associated regulations, the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 (RAR 2014), and the Care Quality Commission (Registration) Regulations 2009.

Since 1 April 2015, CQC has assumed enforcement responsibility for health and safety related serious incidents where service users have sustained avoidable harm including death or have been exposed to a significant risk of avoidable

harm, as a result of a failure by the Registered Person. A Registered Person may be the Registered Service Provider and/or the Registered Manager.

Criminal enforcement can be brought against registered providers, registered managers and individual office holders or members of corporate providers. Prosecutions can arise from single specific incidents where the incident and resulting harm provides sufficient evidence of a serious breach of a prosecutable regulation by the Registered Person. Under Regulation 22(2) RAR 2014, a registered person commits an offence where they fail to comply with the following regulations and that failure also results in avoidable harm to a service user or a service user being exposed to a significant risk of avoidable harm:

Regulation 12(1) RAR 2014 safe care and treatment.

Regulation 13(1) to (4) RAR 2014 safeguarding from abuse and improper treatment

Regulation 14(1) RAR 2014 meeting nutritional and hydration need.

Optional Protocol to the UN Convention Against Torture (OPCAT) and The National Preventative mechanism (NPM)

The inspections and monitoring carried out by HMIP and CQC are part of the mechanism by which the UK fulfils its obligations as party to the Optional Protocol to the UN Convention Against Torture and other cruel and in-human and Degrading Treatment or Punishment (OPCAT). OPCAT acknowledges that detained persons are particularly vulnerable to ill-treatment and that efforts to stop ill treatment should be focused on prevention through a system of regular independent visits to places of detention. When the UK ratified OPCAT in 2003 it accepted a state responsibility to:

“Set up, designate or maintain at domestic level, one or several visiting bodies for the prevention of torture and other inhuman or degrading treatment or punishment”.

The Domestic visiting bodies which discharge those obligations from the UK’s National Preventive Mechanism. Both HMIP and CQC have been designated as members of the NPM.

At a minimum, OPCAT requires that NPMs:

- are functionally independent with independent personnel
- have sufficient expertise, a gender balance and adequate representation of ethnic and other minorities
- are provided with the necessary resources
- and have the powers to:
- regularly examine the treatment of persons deprived of their liberty in places of detention
- make recommendations to the relevant authorities with the aim of improving the treatment and conditions of detainees (the State is required to examine such recommendations and enter into dialogue with the NPM with regard to implementation)
- submit proposals and observations concerning existing or draft legislation

- access all information concerning the number, location and treatment of all persons deprived of their liberty
- access all places of detention
- have private interviews with all persons deprived of their liberty as well as any other person who may supply relevant information
- choose the places they want to visit and the persons they want to interview
- contact the Subcommittee on Prevention of Torture (the international body established by OPCAT to carry out visits to places of detention and to engage with NPMs)
- have information collected by it regarded as privileged.

Annex B: Key principles for inspection and assessment of health and social care providers

Wherever possible, the Parties' inspectors will jointly inspect places of detention. When additional visits are required, for example during registration or focused inspections, information will be shared between the two organisations in advance of these activities.

Only suitably trained and experienced inspectors will participate in the programme.

All inspectors will have Disclosure and Barring Service (DBS) and Counter Terrorist Check (CTC) clearance and work independently on site, have a good understanding of jail craft and have undertaken training in breakaway techniques every three years or in accordance with the employer's requirements. Inspectors will understand the key elements of conditioning and corruptions prevention and know whom to contact with concerns under PREVENT.

Inspector training schedules should be proportionate and part of an agreed induction program that includes super-numeric participation in inspections. Inspectors should be competent to cover all elements of health and social care provision inspection areas. Each body will also be responsible for ensuring its inspectors understand the specific requirements of working within a secure custodial environment.

Both Parties will be mindful of the burden of inspection on providers and keep inspector numbers to a minimum. All inspectors will be suitably prepared to inspect sites and arrive promptly. HMIP will co-ordinate and lead the inspection. Allocations will be democratic, equitable and based on intelligence, regulatory concerns, key skills and expertise. Each organisation will work to its own statutory remit and cover Key Lines of Enquiry (KLOE) and Expectations, but they will work closely and collaboratively and agree feedback structures for consistency.

Where HMIP and CQC find that a health or social care provider is not meeting the requirements of current legislation, or there are concerns for individuals' safety, they will communicate this to the registered provider at the earliest opportunity to ensure that improvements are promptly made. At the same time inspectors will share this information with their inspecting partners.

Where regulatory concerns arise, CQC will monitor and assess any risks to the quality and safety of services and where appropriate may take criminal and/or civil enforcement action.

HMIP inspections cover all aspects of the prison, including health and social care, for which the prison Governor/Director is accountable. HMIP do not have regulatory powers but do have a statutory requirement to inspect health and social care and the wider enablement issues. This includes ensuring prisoners can get to health appointments, comment on the commissioning arrangements and report if the environment is suitable to deliver care, amongst other things.

CQC Inspections are carried out for the purposes of its regulatory functions and assess whether the health and social care provider(s) are meeting the requirements of regulations made under s20 of the Health and Social Care Act 2008 and any other enactment which appears to CQC to be relevant. CQC inspection findings will be included in the joint inspection report. Where appropriate the CQC will embed its Action Plan Requests within the joint report.

Annex C: Information sharing protocol

The purpose of sharing information is to enable the Parties to handle information effectively, to have adequate information to be fully informed, to prevent duplication and to reduce the burden on regulated bodies and places of inspection. The actions set out in this protocol will be met in accordance with law, duties and codes of practice. Nothing in this agreement overrides individual organisational obligations to respect confidential information; similarly, nothing in this protocol should prevent either body from providing information to other parties where appropriate to safeguard detainees, visitors, staff or the public or for other lawful and legitimate reasons.

1. Systematic sharing of information

The Parties will routinely share information relating to prison healthcare services in the following ways:

- 1.1 HMIP will provide CQC with its programme of inspection and Independent Reviews of Progress (IRP) in advance to allow time for CQC to allocate inspectors to these inspections. This will be updated monthly. CQC will inform HMIP of the allocation of CQC inspectors in line with the above. This will include both standard inspections and Independent Reviews of Progress. CQC will share information about registration and regulation of providers with HMIP both during inspection and outside the inspection programme, particularly where regulatory issues or concerns arise from wider organisations.
- 1.2 HMIP and CQC lead inspectors will both promptly send any pre-inspection information received from providers and commissioners to inform key lines of enquiry.
- 1.3 Inspectors will share their findings during the inspection and co-ordinate their written reports. CQC's approach to regulating health and social care provisions in prisons, young offender institutions and immigration removal centres is set out in its handbook (How CQC regulates health and social care in prisons and young offender institutions, and health care in immigration removal centres).
- 1.4 CQC and HMIP will produce a joint report of the inspection to ensure that the key points and issues identified are reported coherently to the Prison Service and the individual health and social care providers. Where appropriate, CQC will embed its action plan requests within the joint report, whilst simultaneously notifying the registered provider of the requirements.
- 1.5 CQC will contact HMIP when it intends to undertake an inspection of a place of detention. This will be done through the lead CQC Inspector and will enable HMIP to input to the process agreed in each case.
- 1.6 HMIP will promptly inform CQC if it intends to serve an Urgent Notification (UN) following an inspection.

- 1.7 CQC will promptly notify HMIP when it decides to take an enforcement action against a relevant registered provider. It will be evident to both Parties at the end of each inspection, if a site fits the criteria for CQC “Follow Up” (where any health concerns or enforcement action taken at the full joint inspection require further inspection by CQC) or for a HMIP Independent Review of Progress (IRP) based on key concerns and any breaches of regulation. Consultation will take place between the Parties once a decision has been made on the future actions to be taken.

2. Ad hoc sharing of information

- 2.1 HM Chief Inspector of Prisons and CQC Chief Inspector of Healthcare or individuals nominated on their behalf will meet yearly to ensure oversight and strategic alignment.
- 2.2 HMIP Head of Health and Social Care and CQC Health and Justice Operations Manager or individuals nominated on their behalf will meet every month to provide regular updates and share information. This information will be on inspection practice, provider and prison information and work strands.
- 2.3 CQC and HMIP will promptly share the content of complaints or other concerning information that may warrant consideration of an urgent inspection. For adult prisons, partners will work proactively to ensure that any safeguarding concerns are received by the prison and acted upon.

3. Collaboration

- 3.1 Information and data may be shared to produce a thematic review or publication. Out of courtesy, submissions to Ministers, Select Committees or press releases that refer to our joint working practices should be shared in advance of submission. This process does not assume editing rights unless a joint submission has been agreed.

4. Data protection and confidentiality

- 4.1 Each party is data controller for any personal data that they hold. Where one party shares personal data with the other, the recipient will become data controller for their own copy of that data.
- 4.2 Both Parties are separately responsible for ensuring that they process personal data in accordance with the requirements of UK GDPR and the Data Protection Act 2018.
- 4.3 Personal data and special category personal data will only be shared between the Parties where relevant lawful bases under Articles 6 and 9 of UK GDPR are engaged.
- 4.4 Each party will ensure that they apply appropriate technological and organisational security measures to protect personal data, including for data in transit.

- 4.5 Section 76 of the Health and Social Care Act 2008 (“the 2008 Act”) makes it an offence to disclose confidential personal information (personal data obtained by CQC on terms or in circumstances requiring it to be held in confidence) during the lifetime of the data subject. CQC will only disclose confidential personal information where a defence under section 77 of the 2008 Act is engaged. HMIP are responsible for ensuring that a section 77 defence is engaged for any onward disclosure of confidential personal information that has been obtained from CQC.

5. Data subject rights and freedom of information

- 5.1 The Parties will give each other reasonable and timely support, where necessary, to support each other in meeting their responsibilities under Chapter 3 of UK GDPR (data subject rights) and under the Freedom of Information Act 2000 (FOIA).
- 5.2 Each party will be responsible for determining what information they are required to disclose to meet their responsibilities under the above legislation but will inform and consult the other party in the event that they receive a request to disclose information that has been shared or created under the terms of this agreement.

Annex D: Contact details for the Parties

Care Quality Commission

City Gate
Gallowgate
Newcastle Upon Tyne
NE1 4PA

HMI Prisons

10 South Colonnade
Canary Wharf
London E14 4PU

Named contacts between CQC and HMIP are as follows:

Relationship leads

(First points of contact for any specific matters relating to this MoU.)

Care Quality Commission

Lucy Harte, Deputy Director, Multiagency Operations
lucy.harte@cqc.org.uk

HMI Prisons

Tania Osborne, Head of Health and Social Care Inspection
tania.osborne@hmiprisons.gov.uk

Chief Executives

(Internal escalating policies should be followed before referral to Chief Executives)

Care Quality Commission

Arun Chopra, Interim Chief Executive

HMI Prisons

Charlie Taylor, HM Chief Inspector of Prisons

Other useful contacts

Care Quality Commission

Stephen Clarke, Senior Media Officer
stephen.clark@cqc.org.uk

HM Inspectorate of Prisons

Tamsin Williamson, Head of Communications and Publications
tamsin.williamson@hmiprisons.gov.uk