

MEMORANDUM OF UNDERSTANDING

in respect of

ADULT MENTAL HEALTH SERVICES

between

DENBIGHSHIRE CC

and

BETSI CADWALDR UNIVERSITY HEALTH BOARD

Dated:-

Memorandum of Understanding---Adult Mental Health Services

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Memorandum of Understanding---Adult Mental Health Services

Section 1---Parties, Date, Background, Objectives

1.1 This is a Memorandum of Understanding in respect of Adult Mental Health Services, between:-

- (i) Denbighshire CC
- (ii) Betsi Cadwaldr University Health Board

These two organisations thereafter referred to as “the Parties” or by their individual designations ie DCC and BCUHB

1.2 The Memorandum of Understanding is dated July 4th 2013 and will be reviewed annually unless either of the Parties requests this be held earlier

1.3 The Memorandum of Understanding is being established consequent upon the cessation of a Partnership Agreement between the Parties, in order to clarify respective roles, functions and responsibilities of both in the joint delivery of mental health services for the population of Denbighshire

1.4 The Memorandum of Understanding aims to set out clearly the undertakings given by each of the Parties and which will be operated in the spirit of mutual trust

1.5 The Memorandum of Understanding will be delivered within the context of Welsh Government legislation and policies, notably the Mental Health Measure and Together for Mental Health. Other relevant documents are listed in Appendix 1

1.6 The Objectives of entering into this Memorandum of Understanding are to ensure that community mental health services are delivered jointly

between the Parties through a multi-disciplinary approach which meets outcomes for both **people who use services** and organisations

1.7 The Memorandum of Understanding signifies a statement of intent to **integrate** across a broad range of areas and to work together for the benefit of **people who use services in Denbighshire** and to the mutual benefit of the Parties. The Memorandum of Understanding is not legally binding

1.8 The Memorandum of Understanding applies to people a)aged 18-65 years who are eligible for support from Mental Health Community services and b) aged 65+ years with a functional mental health illness

Section 2---Definitions/Interpretations

Hopefully most of these will come from S 33/MHM etc !

Section 3---Aims and Principles

3.1 Mental Health Services aim to be flexible, prompt and evidence based. The Service includes assessment of mental health needs and provision of a range of individual, family and group interventions which are designed to assist recovery, restore functional skills and abilities and enable social inclusion

3.2 By utilising these interventions, the independence and citizenship of **people who use services** will be maximised and they will be able to promote their own life choices

3.3 Three core principles underlie the planning and delivery of Mental Health services:-

- Care and treatment will be holistic
- Care and treatment will be co-ordinated and integrated
- **people who use services** will be involved and engaged

3.4 The Aims and Principles for Mental Health Services are set out in more detail within the County Operating Framework.

Section 4---Governance

4.1 BCUHB have the responsibility for the delivery of services within this Memorandum of Understanding. DCC will be fully engaged in the development and in the performance management of the service, through membership of the strategic service group (See 6.2)

4.2 There is an expectation that public service bodies and the individuals within them are able to demonstrate and account for:-

- Sound operational delivery which accords with national and local policy
- Robust performance management
- Proper and efficient use of public money
- High quality services

4.3 The manner in which the above will be evidenced is detailed within Sections ????? and Schedules YYYY

4.4 This evidence will be presented at Strategic service meetings to be held between the Local Authority Head of Service and BCUHB Associate Chief of Staff on a regular basis (no less than quarterly)

Section 5---Service User and Carer engagement

5.1 Engagement with service users and carers is a fundamental building block of Mental Health Services, both in respect of individual care and treatment planning, but also in the plans for service change and development

5.2 The County Operating Framework includes further detail of this commitment

5.3 In respect of Carers, staff within Mental Health Services will comply with the requirements of the Carers Measure (Wales) Strategy and the Carers Strategy

Section 6---Workforce---

6.1 As identified within the County Operating Framework, an integrated health and social care management framework is deemed to deliver the most effective, holistic services. This enables the sharing of expertise and resources to meet the changing and demanding nature of the work

6.2 In order to ensure sound operational practice, Mental Health Services will:-

- be co-located; with health and social care staff working in and from the same premises, with integrated working practices and shared objectives
- **operate within a single line of management** with appropriate supervision for the individual professions
- have a joint organisation development plan that embraces all aspects of the health and social care interface, and has shared information management and data collection protocols and processes
- have **regular** team meetings

6.3 Service Capacity and Workload

6.3.1 As identified within the County Operating Framework, service capacity will be measured utilising an **appropriate** workload management system. This will ensure that work is appropriately prioritised, staff are able to provide a quality service and a sound business case can be made, should there be need for additional resources

6.4 Roles and responsibilities

6.4.1 As agreed within the County Operating Framework, BCUHB will have responsibility for the **management** of the County teams

6.4.2 Each staff member contributes both professional and generic skills to the team. Details of the roles and responsibilities of all team members are detailed in the County Operating Framework.

6.5 Posts, numbers, service structure and work bases

6.5.1 The Structure chart is attached as Schedule Y

6.5.2 Neither party will make changes to their staffing compliment (**posts/ designation or banding**) without initial discussion with the other Party

6.5.3 Services will be based in BCUHB premises and BCUHB will not cross charge for accommodation costs; this to include telephony

6.5.4 IT equipment will be provided and maintained as within the current Partnership Agreement

6.6 AMHPs

6.6.1 These workers are members of the Adult Mental Health Teams and as such will be supported by relevant organisational policies and procedures eg Lone Working.

6.6.2 Joint agency responsibilities for AMHPs are specified within the Mental Health Act 2007 Code of Practice

6.6.3 Section 4 of the above clarifies the responsibility of DCC to ensure there are sufficient AMHPs available to carry out their roles under the Mental Health Act

6.7 Community Support Service

6.7.1 At the outset of the Memorandum of Understanding, current arrangements in respect of the Community Support Service will remain.

6.7.2 A review of the current service model will be undertaken between CCBC, DCC and BCUHB

6.8 Recruitment—

6.8.1 Each Party will recruit staff according to their own procedures, but where appropriate the Panel will include representation from the other Party

6.9 Supervision and Appraisal—

6.9.1 The process by which Supervision and Appraisal is undertaken, is detailed in the County Operating Framework

6.9.2 Staff members will be subject to the policies and procedures of their employing body

6.10 Training and Development

6.10.1 Training and Development will be actioned as detailed within the County operating Framework

6.10.2 The full range of training opportunities within each organisation will be open to all staff

6.11 Grievance and disciplinary procedures

6.11.1 In respect of Grievances, the policies and procedures of the employing body of the staff member who lodges the grievance will be utilised

6.11.2 Where a member of staff of one Party is the subject of a grievance from staff of the other Party, a joint process with support from Personnel officers from each Party will be formally agreed

6.11.3 In respect of a disciplinary matter, the policies and procedures of the employing body of the person under investigation will be utilised.

6.11.4 The Parties will ensure that early warning is given to each other where disciplinary action is being considered

6.12 Health and Safety

6.12.1 Each Party has a duty of care to ensure that there are in place proper arrangements for the health and safety of their employees.

6.12.2 The Parties recognise the need to have in place policies to maximise the safety of staff with unpredictable service users or those known to be violent and abusive. The Parties agree to disclose any material evidence and facts relevant to the health and safety of staff and to share all risk assessments.

6.12.3 BCUHB as having responsibility for the management of the service will ensure that respective policies are in place consistently across the service and that internal processes of notification and record keeping are complied with

6.12.4 Responsibility for premises and associated health and safety requirements and liabilities remain with the Party owning the property

Section 7---Concerns, Complaints and Compliments

7.1 Both Parties will ensure that service users and carers are informed of their rights to complain if they are not satisfied.

7.2 In respect of a Complaint concerning the Service, the procedures of BCUHB will pertain

If the outcome of the investigation leads to a staff member being disciplined, S 6.11 above, will pertain

7.4 Where a Complaint is formally investigated by one of the Parties, the other will provide all necessary assistance with the investigation

Section 8---Performance and Data

8.1 Data sets agreed by both parties for the monitoring of service quality are attached as Schedule ? and will be considered at the **strategic** service meetings

8.2 The responsibility for the collation of data required by each Party lies with the County Manager

Section 9---Information sharing

9.1 The Parties **will develop** an information sharing protocol. This allows for the sharing of information regarding **people who use services**, in order to ensure the effective functioning of the service and to comply with relevant legislation

Section 10---Finance and Resources

10.1 Both Parties will share information re current budget and expenditure for Mental Health Services

10.2 No significant change to budgets will be made by either Party, without discussion with the other

Section 11---Case Recording and Service Reporting, include Risk management

11.1 The County Operating Framework contains detail of the operational practices for Mental Health Services

11.2 **NB I have not commented on the different use of systems (Paris/ Myrddyn etc)—is this necessary**

Section 12---Liability and Insurance

Not sure if this needed—Janet Hughes to advise

Section 13---Events prior to MoU

13.1 The Parties will indemnify and keep each other indemnified against all liabilities arising directly or indirectly from any events, acts or omissions in

related to respective statutory functions prior to the date of the Memorandum of Understanding

I lifted this from the Agreement—thought we needed to say something and again will ask Janet Hughes to advise

Section 14—Operational and Governance Issues

14.1 Both Parties will comply and ensure their staff comply with all statutory requirements, national and local; this to include guidance on conduct and probity

14.2 Both Parties are committed to an approach to equality and equal opportunities, as evidenced in their respective policies

14.3 Provision of services in Welsh, will be as agreed within Section 8 of the Mental Health Measure.

Section 15---Review of Service

15.1 The Parties agree to carry out an annual review of the Service, to which Local Authority Head of Service and BCUHB Associate Chief of Staff shall be invited to attend. This to be held no later than YYY and will include:-

- evaluation of performance against agreed measures
- review of targets and priorities for the forthcoming year
- service changes proposed
- response to, and preparation for, legislative changes

Section 16---Confidentiality

16.1—Except as required by law each of the Parties will keep confidential all documents and papers which it receives in connection with the other and which are marked to indicate that they should not be disclosed. This clause relates specifically to issues pertaining to the organisation and should not impact on the rights of staff under employment legislation

Section 17---Public Relations/ Media engagement

17.1 The Parties will co-operate and consult with each other in far as is reasonably practicable, having regard to the nature and urgency of the matter in the public domain.

17.2 Where one of the Parties is considering a change to service delivery this will be discussed with the other at an early stage, to ensure debate prior to the matter being made public

Section 18—Entire MoU

18.1 No change will be made to the Memorandum of Understanding unless in writing and signed by authorised officers of both Parties

Schedules/Appendices/Reference Documents

To include—

- **Data set**
- **Structure chart**
- **NSF—Together for Health**
- **MHM statement and Code of Practice**
- **County Operating Framework**
- **Carer’s Measure Strategy**
- **List of other relevant WG docs—to include forthcoming Social Services and Wales (Wellbeing) Bill**

Signatories

