

## MEMORANDUM OF UNDERSTANDING

**Between**

**NHS Tayside** ( "NHST") having their principle offices at [Ninewells Hospital and Medical School DUNDEE DD1 9SY](#)

**and**

**Angus Integration Joint Board** ("Angus IJB") having their principle offices at [xxxxxx](#)

**Dundee integration Joint Board** ("Dundee IJB") having their principle offices at [xxxxx](#)

**Perth and Kinross Integration Joint Board** ("Perth & Kinross IJB") having their principle offices at 2 High Street Perth PH1 5PH

### WHEREAS

NHST is responsible for the protection and improvement of their population's health and for the delivery of high quality frontline mental health services reflective of Scottish Governments objectives and priorities;

the Public Bodies (Joint Working) (Scotland) Act 2014 delegated certain health and social care functions to the Integration Joint Boards of Angus, Dundee and Perth & Kinross ("the IJBs") as set out in their respective statutory Integration Schemes (2the integrated functions");

in respect of some of those integrated functions, the IJBs have hosting arrangements in place as set out in their respective statutory Integration Schemes;

the Parties recognise that responsibility for the delivery of mental health services in Tayside is spread across various agencies and subsystems of health and social care;

the Parties acknowledge their respective statutory responsibilities in relation to the strategic planning, commissioning, operational management and delivery of mental health and social care services for the population;

the Parties are committed to transforming mental health services to ensure that the people of Tayside will receive the best possible mental health and wellbeing, care and treatment; and

the Parties understand that, in order to transform mental health and care services to deliver better outcomes for the people of Tayside, they need to work together to optimise existing resources, capacity and capability to effect change which will benefit the whole system.

**NOW THEREFORE THE PARTIES AGREE TO WORK TOEGTHER AS FOLLOWS:**

**1. Scope**

- 1.1 The services within the scope of this agreement relate to mental health care and treatment services across Tayside including inpatient, community, outpatient, crisis, mental health and learning disability services (both adult and children transitioning from children to adult).
- 1.2 Services relating to Psychiatry of Old Age are not within the scope of this agreement

**2. Purpose**

- 2.1 To establish the Tayside Mental Health Alliance (“TMHA”), to act as a key enabler for the Parties to enable them to work collaboratively to develop a whole system, 3 year strategy for mental health care and treatment across Tayside
- 2.2 To agree the terms of reference for the TMHA, which are attached at Appendix 1

**3. Conditions**

- 3.1 the work of TMHA will be to identify strategic opportunities for improvement in relation to both integrated and non-integrated functions insofar as they relate to mental health care and treatment;
- 3.2 the work done by the TMHA shall feed into the strategic planning framework of the 3 Integration Joint Boards insofar as it relates to the relevant integrated functions as set out in their Integration Schemes;
- 3.3 the IJBs shall take into account the work done by the TMHA in the preparation their respective Strategic Plans for the delivery of the integrated functions;
- 3.4 the IJBs shall take account of the work done by the TMHA in redesigning or designing any new operational service delivery models for the relevant integrated functions insofar as the relate to the provision of mental health care and treatment across Tayside;

- 3.5 for those mental health services which are not functions delegated to the IJBs, the TMHA shall have delegated authority from NHST through the Chief Executive of NHS Tayside to redesign and design operational service delivery models for mental health services which are reflective of the agreed strategy;
- 3.6 progress in relation to the work undertaken by the TMHA in developing the whole system strategy shall be regularly reported to the respective IJBs through the Chief Officers;
- 3.7 the IJBs may require attendance or input from other members of the TMHA or request presentations as they consider necessary, from time to time; and
- 3.8 progress in relation to the work undertaken by the TMHA in developing the whole system strategy shall be regularly reported to the respective the Board of NHST through the NHS Transforming Tayside Governance Framework

#### **4. Roles and Responsibilities**

- 4.1 The terms of this Memorandum of Understanding do not alter or diminish in any way, the Parties' existing statutory powers, duties and responsibilities.

#### **5. Confidentiality**

- 5.1 The Parties acknowledge that by virtue of entering into this Agreement they may, at times, have access to confidential information regarding each other's operations as insofar as these are within scope. All Parties agree that they will not disclose confidential information and/or material without the consent of the other party, unless such disclosure is authorized by this Agreement or required under law.
- 5.2 Any and all personal information shall be processed in accordance with the requirement of the Data Protection Act 2018.

#### **6. Amendments**

This Agreement may be amended only with the mutual consent of the all Parties

**7. Certification of authority to sign agreement**

The persons signing this Agreement on behalf of Parties) hereto certify by said signatures that they are duly authorized to sign this Agreement.

**For the Board of NHS Tayside**

Name :

Designation :

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**For the Angus Integration Joint Board**

Name :

Designation :

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**For the Dundee Integatrion Joint Board**

Name :

Designation :

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**For the Perth and Kinross Integration Joint Board**

Name :

Designation :

Signed: \_\_\_\_\_

Date: \_\_\_\_\_