MEMORANDUM OF UNDERSTANDING

Between

Agency A

And

Agency B

(List all the Agencies in the MOU)

**Date of Development:**

**Date of Review:**

Contents

[1. Background (optional) 3](#_Toc372531608)

[2. Purpose of MOU 3](#_Toc372531609)

[3. Guiding principles 3](#_Toc372531610)

[4. Roles and Responsibilities of both parties 3](#_Toc372531611)

[5. Expected Outputs/ Results 4](#_Toc372531612)

[6. A defined Time Frame and/or a Time Line 4](#_Toc372531613)

[7. Governance 4](#_Toc372531614)

[8. Engaging with people with lived experience, their families and support people. 5](#_Toc372531615)

[9. Dispute and conflict resolution 5](#_Toc372531616)

[10. Confidentiality 5](#_Toc372531617)

[11. Programme Funding 6](#_Toc372531618)

[12. Evaluations i.e. surveys 6](#_Toc372531619)

[13. Legal Implications of signing the document 7](#_Toc372531620)

Black Print : Should remain in final document unless the section is not relevant and deleted

Red Print: Is instructional text and should be removed from final document

Blue Print: Merely provides examples of text which has been used previously, and should be removed in final document

# Background (optional)

*At times it may be helpful to explain the background that prompted the MOU and the context in which the MOU is made, especially if it involves more than 2 parties.*

* **Name All Parties involved**

# Purpose of MOU

*An overarching statement about what the MOU is trying to achieve.*

*In a simple MOU this could include naming the parties involved and the background or reason for MOU under one heading. The first two headings would then be unnecessary.*

# Guiding principles

*These are the principles underpinning the MOU which all signatories agree to within.*

*The statements can be broad and guiding statements of anticipated collaboration and support.*

***Examples***

* All parties to foster a collaborative spirit and support each other in good faith.
* Each member or Agency will foster a culture of learning.
* Each Agency representative will undertake collaborative planning underpinned by a recovery approach of mental health.
* Early identification and intervention of individuals in psychological/emotional distress to access appropriate treatment for the individuals or their families.
* Work in partnership with each other to ensure a smooth transition for all families.
* This agreement does not affect any core business of each party, nor does the agreement prohibit either party from engaging or developing further partnership agreements, linkages or projects external to this agreement.

# Roles and Responsibilities of both parties

*The roles and responsibilities should be clearly articulated. These can include details such as expectations of attendance at meetings; expectations of information sharing, staff training and expectations of service delivery.*

***Examples:***

* By mid December of each year, the discharging service provider and the new service provider will liaise to discuss and agree on the handover of names and the needs of the individuals who use the service etc
* Handover notes and information will be provided to the new service provider in an (agreed) format. It is the responsibility of the discharging service provider to ensure this information is provided to the relevant new providers.
* Clear expectations eg Service Hours, After Hours cover, Relief cover
* The contact personnel for each agency can be stated here.

These can also be specified by Agency or Service. For example:

|  |  |
| --- | --- |
| Agency A agrees to: | Agency B agrees to: |
|  |  |
|  |  |

|  |
| --- |
| Expected Outputs/ Results *If there are clearly defined results which can be listed or measured in the document they can be listed here. Alternatively if the outcomes are more about what each agency will do, they may be more appropriate under ‘Roles and responsibilities’.*  ***Examples***   * All individuals on the program will be assigned an ‘allocated clinician’. * All individuals on the program will have access to peer-led recovery programs. Each new individual will be introduced to the support agency within \_\_\_weeks. * Each new individual will be accompanied to the \_\_\_\_\_\_\_ |

# A defined Time Frame and/or a Time Line

*A start date and expected end date should be clearly identified. If the agreement is ongoing then a ‘get out clause’ should be listed.*

***Examples***

* This agreement is effective (date) and continues until either party gives written notice that the MOU is no longer in effect.
* The agreement will be reviewed every six months or whenever either party requests a review.

# Governance

*A clear direction on supervision, direction and leadership should be stated in this section. Details on how the agreement will be monitored can also be included in this section.*

***Examples***

* Identify a position or person (in each agency) who is responsible to the functioning of the MOU. The person/s should be the one who can be approached if the MOU is not working as intended.
* Forming a Steering Committee is an option (the document will need to have sub headings regarding when the Committee will meet; Terms of Reference, Chair, Quorum etc)
* The process to achieve a quality service will involve the following:
* Regular supervision – at least monthly
* Weekly meetings
* Case presentations at monthly intervals
* Regular collaborative meetings between the manager of \_\_\_\_ and the manager of \_\_\_\_\_\_.
* Regular feedback requested from those who use the service ( 6 monthly survey, or ongoing feedback forms)
* Employees and organisations involved in service provision are to adhere to their own agency’s policies and procedures regarding consumer complaints, grievances and appeals.
* Group supervision will be provided monthly in each organisation.
* Managerial supervision with direct line manager will occur monthly

Supervision will be provided at least once a month for each staff member involved in direct client contact

# Engaging with people with lived experience, including carers, families and support people.

*Outline ways in which people with lived experience, their families and support people will be included in service planning and delivery, and in regular monitoring. This section may be included under ‘Roles and Responsibilities’ or ‘Governance’ and in this case, would not require a whole section.*

# Dispute and conflict resolution

*Outline a simple process and a timeline for resolution in case of a dispute between parties.*

***Examples:***

* Any dispute between the parties will be identified and acted upon at the earliest possible opportunity. Disputes will in the first instance be dealt with by the designated manager from each agency, who will meet with the aim of reaching a resolution. If the matter cannot be resolved an independent mediator may be engaged by either party to resolve the matter. The cost of the mediator will be divided equally between the parties.
* Or ..in the even of a dispute or grievance arising which is not able to be resolved between the managers of each agency, \_\_\_\_\_\_\_shall resolve the issue and direct the Agencies accordingly.

|  |
| --- |
|  |

# Confidentiality

*Outline any confidential boundaries that need to be upheld while undertaking the tasks carried out by this MOU.*

***Examples:***

* All MOU signatories agree not to use, apply, disclose, publish or release any information marked ‘Confidential’ without the prior express approval of the other signatories, which will not be unreasonably withheld.
* Nothing in this clause restricts a signatory disclosing Confidential Information if compelled to do so by law.
* All signatories will adhere to the confidentiality and privacy policy of their organisations.

# Programme Funding

*Outline any funding arrangements clearly. It may be also be worthwhile clearly stating if there is no funding attached to the MOU arrangements.*

***Examples :***

* Each agency has their own funding arrangements for the program through DoH (for example). The purpose of the program is the provision of an innovative integrated community based biopsychosocial support service to people living within the ----- catchment area, who have their first experience of psychosis.
* \_\_\_\_\_agree to bear their own respective costs of and incidental to this MOU all related and subsequently required documentation.

*In the case of funding being provided, make this as clear as possible*:

* Provide funding for the extension of service by 7.5 Hours per week (five counselling sessions per day over 50 weeks per year) based on salary rate of $34.07 per hour plus 15 % to cover salary on costs. Annually, this will total   
  $14 782.56 and quarterly this will be $3695.50.

# Evaluations i.e. surveys

*The outcomes or impacts of the MOU on service delivery, client satisfaction etc should be evaluated at regular intervals. Alternatively, if the MOU is for a defined period – towards the end of the Agreement. For example:*

***Examples :***

* Qualitative evaluation including: satisfaction surveys of people with lived experience, including carers, families and support people who use the service.
* Performance Indicators: Number of meetings, number of reviews, programs/services provided within a time frame etc
* Stakeholders are to undertake initial review of the MOU one year following sign off. Subsequent reviews will be determined following this initial review.
* The scope of the review will include:
* Evaluation of progress towards meeting the MOUs guiding principles
* Effectiveness of relationships between signatory agencies
* Satisfaction survey of joint clients regarding the effectiveness of the partnership

# Legal Implications of signing the document

***Examples:***

* Upon execution, the Consortium, its members and signatories covenant and agree that this memorandum of understanding will become legally binding.

**OR**

* This MOU is not legally binding and does not confer any rights or impose any obligations on the signatories and agencies signed in this agreement.
* This MOU does not create legally enforceable obligations on the signatories involved.
* Staff will remain employees of their own organisation at all times and all signatories will remain responsible for the insurance for staff, including whilst on each other’s premises in the line of their duties.

**ADDENDUM**

**The Importance of Words and Language**

When compiling your template, it is very important to remember the impact of the language that you use and the underlying messages that those words convey. The language needs to be mutually acceptable and reflect an ethos of recovery, hope and respect.

The important of language is succinctly described in the National Framework for Recovery-Oriented Mental Health Services (Australian Health Ministers’ Advisory Council, 2013, p28):

**Words and language are critically important in the mental health field where discrimination, disempowerment and loss of self-esteem can cause people to battle with self-stigma.**

Language powerfully shapes sense of self by influencing how people describe themselves and are described by others (Slade 2009b). Language also shapes possibilities, and promotes positivity and strengths more generally. It helps people to break with the past, transform the present and usher in the future they wish to see. In changing language, people are able to ‘be the change [they] wish to see’ (Mahatma Gandhi).

Recovery paradigms increasingly advocate the adoption of such ‘people-first’ language descriptors as: ‘person in recovery’, ‘person who is expert by training’ or ‘person with lived experience’ rather than descriptions that focus on deficits or relationships to services (Recovery Devon 2012).

The national framework adopts a similar approach. Consistent with the language of recovery, the terms ‘person’, ‘people with lived experience’, ‘lived expertise’ and ‘experts by experience’ are used wherever possible rather than ‘clients’, ‘service users’ or ‘patients’. Family and support include family members, partners, friends or anyone whose primary relationship with the person concerned is a personal, supportive and caring one. The terms ‘lived experience’ and ‘experts by experience’ may also apply to family members, partners and friends.

Many people find a depth of personal meaning in the terms ‘consumers’ and ‘carers’. These terms are acknowledged and used throughout the framework.

To further reflect language consistent with recovery paradigms, the terms ‘mental health issues’, ‘challenges’ and ‘emotional distress’ are used in place of, and at times alongside, the term ‘mental illness’.

References

Slade, M 2009b, *Rethink recovery series*, vol. 1, *100 ways to support recovery: A guide for mental health professionals*, Rethink, London.

Recovery Devon 2012, ‘Language and mental health’, Recovery Devon, (www.recoverydevon. co.uk/index.php/recovery-in-action/162-language-and-mental-health).