

Memorandum of Understanding

Between

Welsh Ambulance Service

And

NHS Wales Local Health Boards

FOR

The clarification of Duty of Care for Local Health Board patients accessing Mental Health hubs/Single Point of Access ('MHH/SPOA') via the 111 press 2 service.

1. PARTIES

The Parties to this Memorandum of Understanding (hereafter referred to as “MoU”) are:

- a) Welsh Ambulance Services NHS Trust whose Trust Headquarters are at Vantage Point House, Ty Coch Industrial estate, Ty Coch Way, Cwmbran, NP44 7HF (“WAST”);
- b) NHS Wales Local Health Boards; (Aneurin Bevan, Powys, Cwm Taf Morgannwg, Swansea Bay, Hywel Dda, Betsi Cadwaladr, Cardiff and Vale), (“Local Health Boards”)

Each a “Party” and together the “Parties”

This document (the “Agreement”) clarifies when the duty of care for any patients within Wales who use 111 press 2 to access mental health support in their Local Health Board Mental Health hub/Single Point of contact (MHH/SPOA) (the “Programme”)

2. Background

- a) WAST and the Local Health Boards have agreed to work together to fully implement the 111 service across Wales which has been fully supported by Welsh Government since October 2016. The 111 national service aligns functions that were previously delivered by NHS Direct Wales (which was a core function of WAST) with the Urgent Primary Care (Out of Hours) services provided by Local individual Health Boards. The statutory function for the delivery of mental health services continues to remain a core function of the Local Health Boards. The rollout of the 111 Press 2 Service is being managed by a National 111 Programme Team. The overall Senior Responsible Officer (SRO) accountability remains with the Programme SRO, namely the Chief Executive of ABUHB discharged to the 111 National Programme Director and the Director for Mental Health at the National Collaborative Unit. The SRO also informs the 6 Goals Board and the Crisis Care Concordat Board of progress to ensure alignment with wider Mental Health Service Improvement.
- b) ‘WAST internal oversight will occur via the Senior Operations Team, Mental Health Programme Board and Clinical Transformation Board. Organisational learning will be reported via the Patient Safety and Experience Learning and Monitoring Group’.
- c) The Parties acknowledge and agree that the hosting arrangements set out in this Agreement are intended to cover existing and, subject to agreement between parties, all future arrangements and will continue (unless otherwise provided for in this Agreement) until such time that Welsh Government and /or signed parties conclude otherwise. There will be regular reviews at 3 month intervals to reassess the arrangements as the model develops however, there is an expectation that the majority of this agreement will still remain extant and apply to a nationally recognised model.
- d) WAST shall act as the contracting authority in relation to the cloud IVR messaging i.e. the front end messaging of 111 Press 2;

- e) Local Health Boards will be responsible for providing the telephone advice/triage to all patients who “press 2” and the telephony and voice recording systems. The provision of Mental Health services remains a statutory responsibility of the Health Boards.
- f) The Parties acknowledge that for the duration of the roll out of the 111 Press 2 service, the National Programme team will be responsible for overseeing the roll out in partnership with/on behalf of WAST and health boards. This Agreement on a not-for-profit basis and that this arrangement is governed by considerations relating to promoting the public interest and fulfilling public duties.
- g) The Parties wish to record the basis upon which they will collaborate and co-operate with each other in order to deliver the Programme, and this Agreement sets out, amongst other matters: -
 - (i) The key objectives of the 111 Press 2 National Service Model
 - (ii) The principles of collaboration
 - (iii) The governance structures that the parties will continue to have in place; and
 - (iv) The respective roles and responsibilities the parties will have.
- h) This Agreement is made under the powers conferred below and all other enabling powers now vested in the Parties:
 - (i) **Article 3 (e) of the Welsh Ambulance Services National Health Service Trust (Establishment) Order 1998, as amended** – pursuant to which WAST has a statutory duty to provide (i) information about health conditions and availability of health services, and (ii) remote access health advisory, triage and referral services;
 - (ii) **Sections 41(1) and 41(2) of the National Health Service (Wales) Act 2006**– pursuant to which Health Boards have a duty to provide primary medical service or secure their provision within its area and may provide the same themselves (whether within or outside of their areas) or make arrangements with others to provide the same.
 - (iii) **Sections 41(4) of the National Health Service (Wales) Act 2006**– which places a requirement upon each Local Health Board and Primary Care Trust to co-operate with each other in discharging their respective primary medical services functions;
 - (iv) In addition to its general powers under Schedule 3 paragraphs 14 (2)(b) and 15(1) of the **National Health Service (Wales) Act 2006** , paragraph 18 of Schedule 3 permits WAST to enter into any arrangements for carrying out any of its functions jointly with, amongst other bodies, Local Health Boards;

- (v) Section 7 of the **National Health Service (Wales) Act 2006** – relating to NHS contracts;
 - (vi) Section 72 of the National Health Services Act 2006 which places a general duty on all NHS bodies to co-operate with each other in exercising their functions.
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- i) The Parties are committed to better integration of their statutory obligations and discretionary powers in relation to their primary medical care functions and wish to enter into the arrangements under this Agreement.
 - j) Each of the Parties has received the necessary authority to enter into this Agreement by the Welsh Government, their designated officers and SRO for the National Programme.
 - k) The Parties acknowledge that delivery of the service set out in this MOU has a direct impact on the reputation of the 111 system as a whole

3. Key Objectives

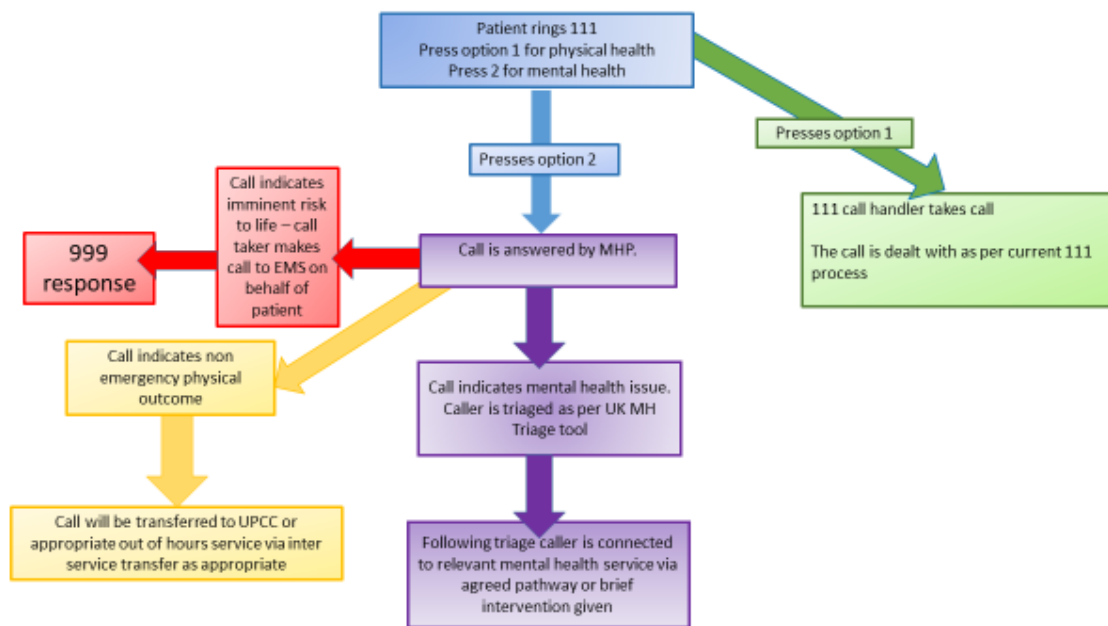
- a) The Parties agree that in carrying out their respective roles (and subject to the other demands and priorities that each Party may face) they will use their reasonable endeavours to achieve the following key objectives namely: -
 - (i) To implement a new service model that will link services delivered by NHS 111 Press 2 option with Local Health Board Mental Health Services.
 - (ii) To provide timely access to robust assessment, intervention and/or signposting for anyone with a self-defined mental health need in Wales
 - (iii) To provide timely access to information and advice for professionals on behalf of people who have a mental health need

4. The Model

- a) WAST are responsible for providing a consistent front end and robust 111 telephony service that is delivered via a Cloud IVR platform for 111 Wales. WAST will act as the 'contracting authority' on behalf of NHS Wales for that direct supplier arrangement with a 3rd party supplier.
- b) The Mental Health Hubs/Single point of access ('MHH/SPOA') reside within each Local Health Board and is accessed via an Interactive Voice Response telephone option when patients dial 111 and select option 2.

On dialling 111, Patients have two routes to access Mental Health services:

- (i) On dialling 111 and being connected to the Cloud IVR the patient will be presented with the option to select number 2 if they have a mental health issue and they will be automatically connected to their local MHH/SPOA.
- (ii) In doing so they will bypass the 111 non-clinical assessment which would have been otherwise carried out by the 111 call handler; or
- (iii) Where a patient does not select 2 they will be connected to the 111 service in the normal manner.
- (iv) If it transpires that the call relates to a mental health issue, the call will still be dealt with by the general 111 Service,
- (v) Where a patient inadvertently presses 2 during the “in-hours” period but requires general physical advice/consultation they will either be
 - (i) Referred to a local Urgent Primary Care Centre following assessment or
 - (ii) Referred into the normal 111 pathway.
- (vi) If the Hub is approaching closure time and callers remain in the queue at the hub, the hub will remain in operation to respond to all waiting callers.
- (vii) Where a patient inadvertently presses 2 during the “out of hours” period but requires general physical advice/consultation they will either be
 - (i) Referred to the respective Urgent Primary Care (GPOOH) service or
 - (ii) Referred into the normal 111 pathway.
 - (iii) The 111 Clinical Support Hub clinicians may also be used to provide clinical advice during the hub operating hours (Mon to Fri 18:30 – 23:00 and weekends/Bank holidays 08:00 to 18:00).
- (viii) If the Mental Health Hub is closed for any reason (planned or unplanned) and unable to take calls, the Health Board will ensure that the caller is provided an opportunity to speak to a health advisor by offering to connect the caller to 111. This will be through a dedicated telephone line into the WAST 111 IVR, provided by WAST. The responsibility of this message and routing lies with the Health Board.
- (ix) If the Hub is busy and callers are waiting to be answered for any length of time, the Health Board will manage the caller's wait themselves and will not offer to transfer the caller to the 111 service to be answered instead.



5. Principles of Collaboration

- a) From the effective roll-out dates and /or date of signing of this Agreement, the Parties shall collaborate and co-operate with each other in order to implement the 111 Press 2 service model both locally and nationally.

The Parties agree to adopt the following principles when collaborating to deliver the 111 Press 2 service:

- (i) Collaborate and cooperate – establish and adhere to the governance structure set out in this Agreement to ensure that activities are delivered and actions taken in a timely and effective manner.
- (ii) Be Accountable – take on, manage and account to each other for delivery, leadership and performance of specific roles and functions as detailed within the Agreement.
- (iii) Be Open – communicate openly and constructively together about any major concerns, issues or opportunities relating to local service issues.
- (iv) In accordance with the 111 DPIA share experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort mitigate risk and reduce costs to maximise user experience.
- (v) Adopt a positive outlook – behave in a positive, proactive and consistent manner.

- (vi) Adhere to statutory requirements and best practice and comply with applicable laws and standards including procurement regulations, data protection and freedom of information legislation.
- (vii) Act in a timely manner to recognise the urgency of the 111 Press 2 service and respond accordingly.
- (viii) Engage and manage stakeholders effectively and work with stakeholders to achieve the overall project objectives and goals.
- (ix) Act in good faith and in the spirit of co-operation to support achievement of the key objectives and compliance with these Principles.
- (x) Will grant each other's employees and servants and agents access to and egress from any relevant premises which may be used in connection with the arrangements under this Agreement.

6. Arrangements

The governance structure set out describes those that the Local Health Boards will sign up to and support during implementation of 111 Press 2 and following service launch in their respective Health Boards. This is the overarching National 111 Service governance.

- a) The Parties acknowledge and agree to the following: -
 - (i) The Accountable Officer responsible for the Vodafone Contract and therefore delivery of the 111 press 2 IVR messaging service arrangements under this Agreement shall be the Chief Executive of WAST ("WAST's Accountable Officer");
 - (ii) The Accountable Officer (s) responsible for delivery of the Mental Health Hubs/Single Points of Contact in Local Health Boards under this Agreement will be the designated Executive Lead of the Local Health Board (Health Board Accountable Officer)
- b) In relation to the overarching 111 National Programme whilst implementation is ongoing will be: -
 - (i) Overall Senior Responsible Officer (SRO) accountability remains with the Programme SRO, namely the Chief Executive of Aneurin Bevan University Health Board discharged to the 111 National Programme Director and the Clinical Director for Collaborative Commissioning.
 - (ii) If the National 111 Programme were to conclude then this function for oversight would transfer to whatever successor entity /organisation took its place.
 - (iii) The Parties acknowledge and agree to comply with the process and procedure for managing concerns and incidents in accordance with the provisions of Part 2 of Schedule 1

d) Guiding Principles

Without prejudice to the principles of collaboration set out in section 5 of this Agreement, the Parties agree to comply with the following guiding principles.

- (i) Provide strategic direction and oversight and set out who is accountable for what and by when
- (ii) Be based on clearly defined roles and responsibilities at organisational, group and where necessary at an individual level
- (iii) Align decision making authority with the criticality of the decisions required
- (iv) Be aligned with operational needs (and may therefore require changes over time)
- (v) Leverage existing organisational, group and user interfaces to achieve the overall objectives and goals
- (vi) Provide coherent, timely and efficient decision making
- (vii) Ensure careful consideration and robust arrangements are in place to identify and manage/mitigate risk, provide assurance and monitor and manage performance
- (viii) Correspond with the key features of the governance arrangements as set out in this Agreement
- (ix) Comply with national governance requirements as set out within NHS Wales including information governance standards, ICT and security standards
- (x) Comply with professional guidelines and nationally recognised best practice

e) Statutory Requirements

- (i) Each party will also comply with all Health and Safety legislation and regulation including compliance with the Health and Safety at Work Act 1974. All Parties will ensure that policies, procedures and risk assessments are in place to address all relevant Health and Safety requirements.

- (ii) The Parties shall comply with legislation and regulations under the Fire Regulations and Fire Precaution Act 1971 and ensure training is given to staff.
- (iii) The Parties shall comply with all legislation and regulations relating Information Governance, ensure training is given to staff, and are able to provide assurance relating to any data processing activities of third party providers.
- (iv) The Parties will ensure adequate and appropriate staffing levels in accordance with the Care Standards Act 2000.
- (v) The Parties' staff shall follow a system of accident recording in accordance with each Party's reporting procedures including accident reporting procedures and this will include bringing matters to attention of appropriate officers within the Parties' respective organisations.
- (vi) The Parties staff shall be trained to recognise situations which involve an actual or potential hazard including:
 - (a) Danger of personal injury to any person engaged in the performance of their duties within the 111 service, and
 - (b) Where possible, without personal risk, make safe any such situation; or
 - (c) Report any such situation to the Authorised Officer or their nominated representative;
 - (d) Fire risks and fire precautions and procedures including attendance at fire lectures/drills in accordance with the Host's policies;
 - (e) Security, including data;
 - (f) Risk management;
 - (g) Major incident

7. ROLES & RESPONSIBILITIES

7.1 WAST Responsibility

- a) WAST is responsible for:
 - (i) The provision of IVR messaging to support the 111 Press 2 option and the contract with the provider.

- (ii) The duty of care for a patient who does not select option 2 and is connected to a 111 call handler, who then carries out a full assessment with the Patient. There is an existing MOU in place for the management of all patients accessing 111 via this route and existing roles /responsibilities remain extant

7.2 Local Health Board Responsibility

a) Local Health Boards will remain responsible for the delivery of core Mental Health Services including:

- (i) Establishing mental Health Hubs/Single Points of Contact to act as the “front door” and triage patients requiring mental health support
- (ii) Establishing and maintaining the telephony and voice recording system for patients who use 111 press 2
- (iii) Establishing and maintaining the professional line
- (iv) Monitoring and constantly improving the quality of the service, service user outcomes and experience, service user safety
- (v) Monitoring demand and responding to, what can be rapid changes in the demand profile of the service
- (vi) Ensuring that calls are not dead-ended and that there is a provider of last resort available when a health board is unable to respond
- (vii) Responding to and resolving all complaints, concerns, redress, litigation, political concerns, FOIs and any other matter related to the provision of the service

7.3 111 Clinical Support Hub

a) During the operating hours of the Clinical Support Hub (Mon to Fri 18:30 – 23:00 and weekends/Bank holidays 08:00 to 18:00) the mental health teams may seek general physical health advice should they not be able to access their local GP OOH service. The hub clinicians may also refer patients to the mental health single point of contacts/hubs following a patient consultation should it be deemed appropriate.

8. SCOPE

a) All Parties shall adhere to their respective roles and responsibilities in order to make the arrangements a success. In particular, and in simple terms, this will include the provision of the following roles and responsibilities:

- (i) Provision of 111 Press 2 IVR messaging will be the responsibility of WAST; and management of the 3rd party supplier contract (currently delivered by VODAFONE)

- (ii) Provision of mental health hubs/single points of access and the telephony systems and voice recording facilities will be the responsibility of the respective Local Health Board;
- (iii) Routing /signposting of callers who call 111 and Press 2 to the most appropriate services that meets their needs which will be the responsibility of health Boards.
- (iv) Provision and maintenance of a Directory of Service (“DOS”) to enable information on local services to be easily accessible to the public, patients, professionals and those working within and out with the 111 service. For the purposes of the 111 Service this will be held by WAST however work will be enacted and supported by all organisations to support and help define the requirements for a wider All Wales DOS and the content within particularly pertaining to mental health services across Health and Social Care, third sector.

These services will enable:

- a) All calls made to the 111 Press 2 telephone number to be answered in a time sensitive manner in accordance with the National Standards (underpinned by clear operational and clinical standards) by appropriately skilled and trained mental health practitioners who will use the National Mental Health UK Triage tool to either offer brief interventions, advice and information, signposting to other services or route callers to the most appropriate professional. The mental Health Practitioners will assess the risk of harm to self and others, the risk of self-neglect and exploitation and other relevant risks.

9. ESCALATION

There is an already agreed 111 /urgent primary care pathway between WAST and Local Health Boards as contained in the National Collaborative agreement as follows:

- a) If any Party has any issues, concerns or complaints about the arrangements, or any matter relating to this Agreement that Party shall notify the other Party/Parties and the Parties shall then seek to resolve the issue by a process of consultation by way of a local resolution. If the issues cannot be resolved within a reasonable period of time (ideally within 14 days), the matter shall be escalated to each Party’s respective Operational Officers in the first instance and then to

the Accountable Executive Officers for 111 as denoted in this Agreement. If this fails to resolve the issue, then each respective party can refer to the Local Health Board's/WAST Senior Responsible Officers (SROs).

In the event that, having followed the procedure set out under this Clause 9, the matter remains unresolved, the matter shall be referred to the Welsh Ministers for determination.

- b) If any Party receives ("Receiving Party") any formal inquiry, complaints, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to this Agreement, the matter shall be promptly referred by the Receiving Party to all relevant Parties for agreement on the handling of such inquiries. No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the 111 Press 2 service without the prior written approval of the relevant Parties, such approval is not to be unreasonably withheld, delayed or conditioned. Notwithstanding the preceding provisions of this clause, the Parties agree that nothing within this Clause shall require a Party to take or refrain from taking any action that may prejudice its insurance cover from time to time.

- b) If the Receiving Party receives notification of a formal inspection or other intervention by an external body which could include, but not limited to, Health Inspectorate Wales, Welsh Audit Office or the Community Health Council (or successor body or bodies), the Receiving Party shall inform all relevant Parties and ensure that full details are shared appropriately and in a timely manner to enable the relevant Parties to consider the impact on its own service delivery.

10. INTELLECTUAL PROPERTY

- a) The Parties agree that all Intellectual Property Rights whatsoever owned by any Party before the Commencement Date shall remain the property of that Party ("Pre-existing Intellectual Property Rights")
- b) Where any Pre-existing Intellectual Property Rights vest in the Local Health Boards and/or WAST, as the context requires that Party shall grant an irrevocable royalty free licence to the other Party and/or Parties to use that Party's Pre-existing Intellectual Property Rights for the purposes and duration of the Agreement.

11. COMMENCEMENT, TERM AND TERMINATION

- a) This Agreement between Parties shall commence on the effective roll-out dates and shall continue until terminated.
- b) Each of the Parties acknowledges and agrees that the arrangements set out in this Agreement intended to be part of the national 111 Press 2 service but could be subject to national changes as directed by the NHS Executive function or NHS Wales /Welsh Government priorities. Accordingly, the Parties agree that this Agreement shall continue until such time as any one of the following grounds occur: -

11.1 Where a Party ("the Defaulting Party"): -

- a) commits a material breach of any of its obligations under this Agreement and the same is not capable of remedy: or
- b) commits a material breach of any of its obligations under this Agreement which is capable of remedy but has not been remedied within twenty-eight (28) days of receipt of written notice from one or more of the non-defaulting Parties and no alternative form of Phase 2 is agreed between the Parties then one or more of the non-defaulting Parties may terminate their participation in this Agreement by serving seven (7) days written notice.

11.2 If this Agreement is terminated by any of the non-defaulting Parties pursuant to Clause 11.1(a) or 11.1(b) then:-

- 11.2(a) The costs occasioned to the non-defaulting Party/Parties due to termination by the non-defaulting Party/parties shall be met by the Defaulting Party and the Defaulting Party shall indemnify the non-defaulting Party/Parties against any such losses or costs which the non-defaulting Parties suffer as a result of such termination.

11.3 Any Party ("the Terminating Party") may terminate this Agreement at any time by giving at least (three (3) months) written notice to the other Parties insofar as it relates to the Terminating Party if: -

- a) As a result of any change in law or legislation it is unable to fulfil its obligations under this Agreement:
- b) The fulfilment of its obligations under this Agreement would be in contravention of any guidance issued by Welsh Government or the UK government after this Agreement comes into force; or

- c) The fulfilment of its obligations under this Agreement would be ultra vires;
AND the Parties are unable to agree a modification or variation to this Agreement so as to enable the Terminating Party to remedy any circumstances.

11.4 Should this MoU be superseded by the Parties entering into a replacement agreement in relation to their statutory obligations referred to under the Background section of this Agreement (as may be amended) and/or joint working arrangements in relation to their statutory functions, this Agreement shall terminate upon the commencement date of the said replacement agreement.

11.5 The Parties acknowledge and agree that if a Party/Parties are considering whether to exercise a right to terminate under this Agreement (and prior to exercising such a right), the Parties shall exhaust all reasonable avenues to rectify matters, including a right for a non-defaulting Party to refer the matter to the appropriate Accountable Officers for consideration.

12. VARIATION

- a) This Agreement including the Annexes, can only be varied by written agreement of the Parties.

13. CHARGES AND LIABILITIES

- a) Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.
- b) Each party shall remain liable for any losses or liabilities incurred due to their own or their employee's or contractor's actions and none of the parties intend that the other parties shall be liable for any loss it suffers as a result of this Agreement. This clause applies to any claims arising from clinical negligence including the initial liability outside of any agreed cover provided by the Welsh Risk Pool.
- c) Nothing in this Agreement shall limit or exclude a Party's liability:
 - (i) For death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - (ii) For fraud or fraudulent misrepresentation;
 - (iii) For any other act, omission, or liability which may not be limited or excluded by law

- d) All staff, both clinical and non-clinical, who hold contracts of employment with Local Health Boards in respect of their engagement on the 111 Press 2 work will be entitled to all the benefits and protection of their employed status. The employing body will normally be vicariously responsible for any acts or omissions for which the employee is responsible and redress for any harm caused will be the responsibility of the employer.

14. DATA PROTECTION AND INFORMATION SHARING

- a) Each Party shall, at its own expense, ensure that it complies with and assists the other Parties to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including all Data Protection Legislation. Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 203/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party.;
- b) UK GDPR means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (EU GDPR) as it forms part of the law of England, Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419)
- c) Notwithstanding the generality of this Clause 14, each Party agrees to enter into Data Disclosure Agreement and undertake a Data Privacy Impact Assessment specific to their organisation.

15. FREEDOM OF INFORMATION

- a) The Parties acknowledge that each is subject to the requirements of FOIA and the EIR, and shall assist and co-operate with one another to enable each Party to comply with these information disclosure requirements, where necessary.

16 CONFIDENTIALITY

- a) Each Party ("Covenanter") shall, both during the term of this Agreement and at all times following its termination or expiry, keep private and confidential and shall not use or disclose other than as set out specifically in this Agreement (whether for its own benefit or that of any third party) any Confidential Information belonging to the other Parties to this Agreement which has come to its attention as a result of or in connection with this Agreement. This clause is not intended to prohibit the co-operation anticipated between the Parties in relation to the Programme.

The obligation set out in this Clause 16 shall not relate to information which: -

- a) comes into the public domain or is subsequently disclosed to the public (other than through default on the part of the Covenanter or any other person to whom the Covenanter is permitted to disclose such information under this Agreement);
- b) Is required to be disclosed by law;
- c) was already in the possession of the Covenanter (without restrictions as to its use) on the date of receipt;
- d) is required or recommended by the rules of any governmental or regulatory authority including any guidance from time to time as to openness and disclosure of information by public bodies; or
- e) Is necessary to be disclosed to provide relevant information to any insurer or insurance broker in connection with obtaining any insurance required by this agreement.

17 STATUS

- a) This Agreement is intended to provide a broad governance and accountability framework to which all parties are joint signatories. It is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this Agreement. The parties enter into the Agreement intending to honour all their obligations.
- b) Although this Agreement is not legally binding, obligations with regards to confidentiality, freedom of information and GDPR remain statutorily binding for each party within this agreement.
- c) Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party as the agent of the other Parties, nor authorise any of the Parties to make or enter into any commitments for or on behalf of the other parties.

- d) No Party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from a Force Majeure Event as defined below. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.
- e) “Force Majeure Event” means one or more of the following to the extent that it is not attributable to a Party or that Party’s employees: war, civil war (whether declared or undeclared), riot or armed conflict; radioactive, chemical or biological contamination; pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed; acts of terrorism; explosion; fire; flood; extraordinarily severe weather conditions which are both unforeseen and for which precautions are not customarily taken by prudent organisations so as to avoid or mitigate the impact thereof; pestilence; pandemic; epidemic; the actions (other than the giving of notice under Article 50 of the Treaty on the European Union and related actions agreeing the terms on which the UK may leave the EU or the terms on which the UK may trade with the EU or any one or more of its Member States after the UK’s departure) of governmental authorities to the extent that such actions are implemented either pursuant to emergency powers or otherwise outside the usual course of governmental business ; or act of God, or other event which is beyond the reasonable control of the affected Party in question and could not have been avoided or mitigated by the exercise of all reasonable care by that Party and further provided that such event materially affects the ability of the Party seeking to rely upon it to perform its obligations under this Agreement. Force Majeure may not be relied upon by the affected Party where the event would have been avoided through the successful implementation of the affected Party’s Business Continuity / Disaster Management Plan.
- f) Each Party will have a Business Continuity / Disaster Management Plan which will be made available to any Party on request.

18 COUNTERPARTS

- a) This agreement may be executed in counterparts each one of which shall constitute an original but which, when taken together, shall constitute one instrument.

19 GOVERNING LAW AND JURISDICTION

- a) This Agreement shall be governed by and construed in accordance with the laws of England and Wales as applicable in Wales. Should any disputes between the Parties arise under this Agreement, the same shall be dealt with in accordance with the provisions of clause 9 (Escalation).

20 GO LIVE

- a. It is recognised by both parties that this is go-live version of the MOU which will require further review by either or both parties
- b. A further version of this MOU may follow if required, with amendments from either or both parties

21 SIGNATORIES

Signed for and on behalf of Aneurin Bevan University Health Board

Signature.....

Name.....

Position.....

Date.....

Signed for and on behalf of Welsh Ambulance Services NHS Trust

Signature.....

Name.....

Position.....

Date.....

Signed for and on behalf of Swansea Bay University Health Board

Signature.....

Name.....

Position.....

Date.....

Signed for and on behalf of Hywel Dda University Health Board

Signature.....

Name.....

Position.....

Date.....

Signed for and on behalf of Powys Local Health Board

Signature.....

Name.....

Position.....

Date.....

Signed for and on behalf of Cwm Taf Morgannwg University Health Board

Signature

Name.....Paul Mears.....

Position.....Chief Executive.....

Date.....6 April 2023.....

Signed for and on behalf of Cardiff and Vale University Health Board (when live) *

Signature.....

Name.....

Position.....

Date.....

Signed for and on behalf of Betsi Cadwaladr University Health Board (when live *)

Signature.....

Name.....

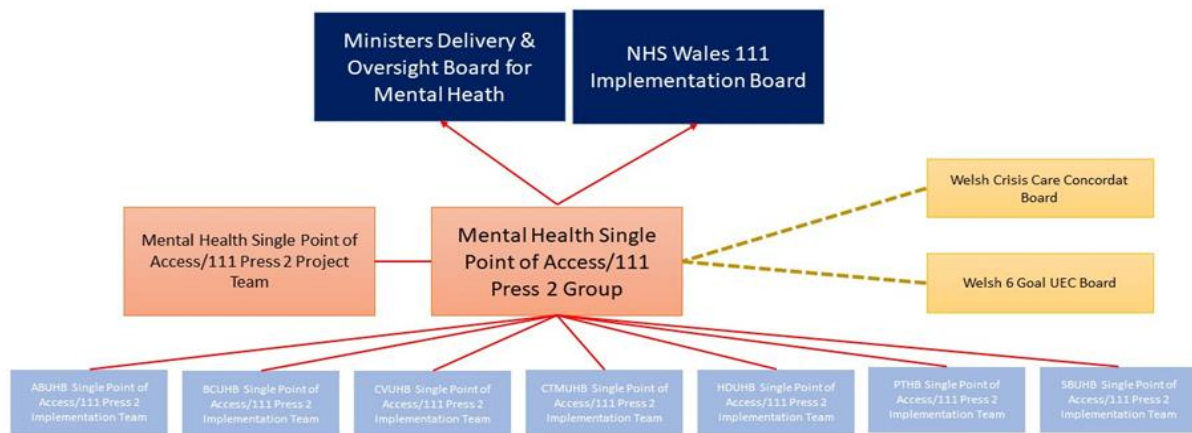
Position.....

Date.....

20. GOVERNANCE ARRANGEMENTS

Overview

The diagram (Figure 1) detailed below highlights the governance structure for the delivery of the 111 National Programme and rollout and its wider strategic links to the National Unscheduled Care and Primary Care Boards and through them to Welsh Government.



111 Implementation Board

- a) Provides the strategic direction and leadership for the implementation of a new 24/7 urgent care advice and information service, including:
- b) Implement the strategic and operational delivery plan to improve and simplify patient access /flow into an integrated urgent care service.
- c) Implement the 111 Press 2 national roll-out programme across NHS Wales supported by a number of operational, technical, workforce and clinical work-streams to ensure the long term stability of a national 111 service.
- d) Lead on national priorities /initiatives as directed by the SRO (on behalf of NHS Wales) and Welsh Government, which simplify or standardise clinical pathways and access into services.
- e) Effectively engage, facilitate and /or lead the above programmes to ensure that the expertise from local clinicians and operational staff and the public shape a sustainable service based on prudent healthcare principles.

20. Arrangements for Managing Concerns, Complaints and Serious Incidents

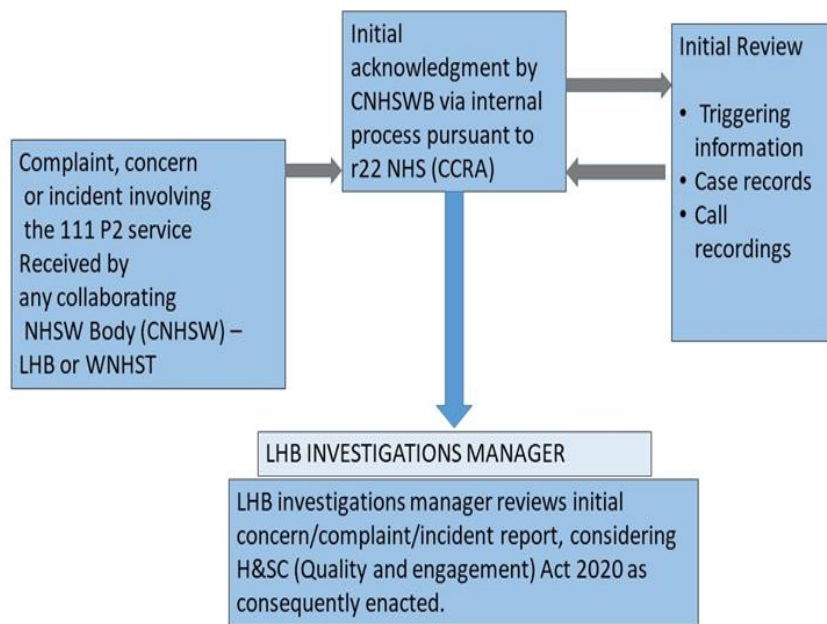
- a) Concerns, Complaints and Serious Incidents

All concerns, complaints and serious incidents are the responsibility of the respective Local Health Board that dealt with the patient concerned and any complaints that may be received by WAST should be forward on to the relevant Local Health Board.

Following the receipt of any concern, complaint or incident report involving the 111 Press 2 service, the respective Local Health Board will acknowledge such a concern, complaint or incident within the time-frames stipulated by current Putting Things Right (PTR) guidance, or any successor guidance, pursuant to the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011 and the Health and Social Care (Quality and Engagement) (Wales) Act 2020 as consequently enacted.

If a patient has been referred from the general 111 service i.e. initially pressed 1 but requires mental health support then the provisions of the 111 Service Collaborative agreement in respect of concerns, complaints and serious incidents will apply namely the designated WAST Investigations Manager, who, in collaboration with designated points-of-contact within any CNHSWB, will perform an initial review of the triggering information and related documentation to establish whether the Local Health Board /WAST are involved in the event, following which, the WAST Investigations Manager will allocate the further management and processing of the event. In this instance WAST will determine which other must respond to the event with any offer of redress pursuant to the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011 and the Health and Social Care (Quality and Engagement) (Wales) Act 2020, communicate and collaborate with any such CNHSWB on offering such redress, and facilitate the sharing of any joint learning generated by the event and its investigation.

The details of this process is summarised in the diagram below:



b) Compliments

Compliments will be logged as per the usual organisational arrangements.

c) Correspondence from Members of the Senedd/members of Parliament.

Correspondence from MS/MPs will be handled as per local organisational arrangements

Any patient specific queries (via an MS /MP) should be dealt with as per the concerns section above, so that an appropriate investigation can be undertaken and to ensure that concerns and appropriately recorded.

Specific issues pertinent with the service and /or any general issues or questions will also be copied to the 111 National Programme Director – richard.bowen@wales.nhs.uk

d) Patient Experience

This will be assessed initially through the formal evaluation.

e) Escalation

All Parties will follow their agreed organisational escalation processes; however, it is recognised that in the event of more complex issues (such as serious incidents, or potential claims or redress issues) early discussion at a senior level may be required.

f) Inquests and Coroner Proceedings

Each Party will respond to requests to attend inquests and coroner proceedings. Where attendance is required at a case hearing that relates to the delivery of 111 Press 2 services each Party will notify each other to ensure that there is effective communication.

g) Risk Management

All Parties will have their own process for assessing and managing risk. The management of risk should be a standard agenda item at the Joint Operational and Performance Group.