

## MEMORANDUM OF UNDERSTANDING

MOU between

(1) Public Health England (Hants, Isle of Wight, Dorset) Centre and

(2) Southampton City Council

### 1. INTRODUCTION

1.1. This Memorandum of Understanding (MOU) establishes a framework for working arrangements between Public Health England (PHE) Hants, Isle of Wight, Dorset Centre and the LAs. Under the MOU, relevant joint plans describing the working arrangement, will be developed and agreed.

1.2 The MOU is not legally binding. All the parties to this agreement accept and agree that this does not hold them into any legally binding arrangement and that there are no intentions to create legal relations.

1.3 The organisations agree to endorse the objectives and principles of the MOU and to work in accordance with the practice set out in the MOU and future agreed joint plans.

1.4 The MOU and agreed joint plans should be reviewed every 2 years or earlier if requested by any of the organisations involved. This is to enable:

- monitoring of their effectiveness
- taking account of developing best practice
- allowing for changing circumstances, including opting out of the MOU.

### 2. THE ROLES AND RESPONSIBILITIES OF PHE AND THE LAs

2.1 The Hants, Isle of Wight, Dorset Centre is the local office for the national Public Health England (PHE), which draws together the expertise of a wide range of health, scientific and related staff into one organisation when responding to new and existing threats to health. The Hants, Isle of Wight, Dorset Centre's role includes local disease surveillance, the investigation and management of health protection incidents and outbreaks and the delivery and monitoring of national action plans for infectious diseases at local level. Within this role the PHE team provides assistance to the LAs and other organisations with responsibilities for protection of public health as well as acting as a gateway to the PHEs centres of specialist expertise such as the Centre for Radiation, Chemical and Environmental Hazards.

2.2 The PHE centre maintains and develops surveillance systems for communicable diseases and infection in accordance with the Health Protection (Notification) Regulations 2010.

2.3 The LAs have statutory responsibilities and powers to provide regulatory services on a diverse range of topics that impact on public health including food safety, health and safety at work, communicable disease, pollution control, housing, and licensing. Local Authorities also have duty to develop a community strategy, in consultation with partners, which sets out how they will promote the economic, social and environmental well-being within their local community. These responsibilities may be carried out through a variety of activities including advisory, enforcement,

education, licensing, health promotion and working with partner organisations; with the aim of ensuring compliance with the law and protection of public health.

2.4 As of 1<sup>st</sup> April 2013, the Public Health Directorate of the Primary Care Trust will transfer from the NHS to the Dorset County Council. The Local Authority, and the Director of Public Health acting on its behalf, have a pivotal place in protecting the health of its population. They will be required to ensure plans are in place to protect the health of their geographical population from threats ranging from relatively minor outbreaks to full scale emergencies.

2.5 Upper tier local authorities will be given a duty to ensure plans to protect the health of their populations are in place. Where the Director of Public Health identifies issues it will be his or her role to highlight them, and escalate as necessary, providing advice, challenge and advocacy to protect the local population, working with Public Health England which will provide specialist health protection services.

### **3. OBJECTIVES**

The organisations signed up to the MOU endorse the following objectives to:

- 3.1. Work together to protect the community (and all parts of the community) against infection and contamination.
- 3.2. Establish effective working arrangements based on co-operation, partnership and mutual assistance between the PHE centre and the LAs based on local arrangements.
- 3.3. Ensure effective decision-making and investigation processes whilst maintaining the independence of each of the organisations.
- 3.4. Ensure that the roles and responsibilities are clearly understood by all the organisations signed up to the MOU and their partner organisations.

### **4. PRINCIPLES**

The organisations signed up to the MOU endorse the following principles:

- 4.1. The health protection of the public is paramount.
- 4.2. Openness and partnership working with the public and with all our partnership organisations with the aim of improving protection of public health.
- 4.3 Any organisation may act immediately and independently where urgent action is required to protect public health.
- 4.4 All relevant evidence and factual information should be shared and disclosed between the PHE Centre and the LAs, except where prevented by specific legislation. Proper control should be exercised over the confidentiality of patient or business information.
- 4.5 There should be a commitment by the organisations to communicate and consult with each other at an early stage on all issues that may affect their roles and responsibilities.

4.6 There should be a commitment by the organisations to work towards achieving a common position on health protection issues and when communicating health protection messages. Wherever possible, each organisation's communications and media teams should work closely together when dealing with the media.

4.7 During specific incidents there should be an agreement on the communication strategy being used and the key messages for any public statements. This must include the sharing of media releases and briefings in advance of publication to allow time for discussion and understanding of the issues. Each organisation must consider the impact of the release of information which could be seen as commercially sensitive/damaging or confidential.

4.8 Where there is a dispute between organisations, attempts should be made to resolve the dispute at the appropriate management level as quickly as possible, this may include gaining further legal advice on the roles, responsibilities, duties or powers of either party. Where disputes cannot be resolved quickly they should be escalated to higher levels of management within the organisations. The reasons for any differing views as well as any decisions should be recorded.

## **5. PRACTICE FOR WORKING ARRANGEMENTS**

The organisations signed up to the MOU endorse the following practice for working arrangements:

5.1 Each organisation should nominate named officers to coordinate their activities in implementing the MOU.

5.2 Meetings to develop, discuss, agree, and / or review the MOU and / or joint plans should be through the established liaison groups such as the Dorset Health Protection Committee or the Heads of Regulatory Service meeting. It is recommended that they should be held at least twice a year. Special liaison meetings may be called if required.

5.3 Roles and responsibilities should be clearly identified in local plans and appropriate arrangements should be agreed to cover the public health investigation and management of individual cases of infection or contamination that have implications for the local population.

5.4 Roles and responsibilities should be clearly identified in local plans and appropriate arrangements should be agreed for the investigation and management of suspected communicable disease control incidents affecting the community, including outbreaks of infection. Investigation and management should be led by either the PHE Centre or one or more of the LAs depending on the nature of the incident or outbreak.

5.5 Each organisation should ensure that there are adequate arrangements to provide a continuous responsive service (24 hours) to deal with urgently arising problems.

5.6 All relevant staff within the respective organisations should be informed of the contents of the MOU and any agreed joint plans.

5.7 Each organisation should ensure that staff engaged on health protection duties are suitably qualified and competent and are properly authorised where this is required.

5.8 Each organisation should ensure that there are robust emergency planning, resilience and response arrangements in place, which may involve arrangements for mutual aid between LAs and access to surge capacity across PHE centres. This may be part of the organisation's wider emergency planning services.

5.9 Arrangements should be in place for regular liaison between the organisations for routine purposes as well as during investigations of infection and contamination cases.

5.10 Opportunities to provide joint training and awareness-raising programmes for staff should be established.

5.11 Appropriate exercises should be designed and undertaken to test whether the local arrangements are working.

5.12 Local plans (as appropriate) should be developed, agreed and implemented, establishing practical working arrangements that support continual co- operation to achieve the objectives and principles of the MOU.

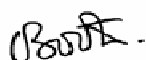
5.13. The joint plans should include the following elements:

- Clarification of roles and responsibilities
- Enforcement activity and authority
- Surveillance, incident recognition and alerting
- Liaison arrangements, for regular routine purposes as well as during incidents and outbreaks
- Operational arrangements, including the handover arrangements within each organisation
- Outbreak investigation and management
- Agreement on sharing of information
- Protocol for the agreement of any media releases
- Maintenance of up to date staff and operational contacts.

## 6. SIGNATURES

The signatures of the proper officers of the PHE Hants, Isle of Wight, Dorset Centre and the LAs who are parties to the MOU have been added below. These signatures demonstrate our willingness to work together in accordance with the objectives, principles and practices set out in the MOU but without an intention to create any legally binding relationship by so signing.

Authority/Organisation	Name	Date
PHE Wessex Centre	Dr Linda Booth	August 2013

 -