

MEMORANDUM OF UNDERSTANDING

BETWEEN

AUSTRALIAN MENTAL HEALTH COMMISSIONS AND THE NEW ZEALAND MENTAL HEALTH COMMISSIONER

March 2017



Australian Government
National Mental Health Commission



Mental Health Commission
of New South Wales



Queensland Government
Queensland Mental Health Commission



Government of **Western Australia**
Mental Health Commission



Health & Disability Commissioner
Te Toihou Hauora, Hauāzanga



Government of **South Australia**
SA Mental Health Commission



A. Preamble

A1. Australia and New Zealand have a long history of collaboration and commitments to mental health reform. Mental Health Commissioner roles have been established in the last decade – with different operating and reporting structures and responsibilities – but with a common purpose: to improve the mental health and wellbeing of the population.

A2. The parties to this Memorandum of Understanding

The **Office of the Health and Disability Commissioner** in New Zealand was given statutory responsibility to monitor mental health and addiction services and to advocate for improvement to those services in 2012. The Mental Health Commissioner, who is appointed to the Office by the Governor-General, has delegated responsibility for this function and for considering complaints from consumers about those services.

The Government of Western Australia set up Australia's first commission in March 2010. The **Mental Health Commission of Western Australia** provides leadership and support in a new approach to the delivery of mental health services in that state.

The **National Mental Health Commission** was established by the Australian Government as an independent executive agency in January 2012 to improve accountability and transparency through independent reports and advice and to drive positive change at the national level.

The **Mental Health Commission of New South Wales** was established in July 2012 under the *Mental Health Commission Act 2012* to monitor, review and improve the mental health system and the mental health and well-being of the people of NSW.

The **Queensland Mental Health Commission** was established on 1 July 2013 as a statutory body under the *Queensland Mental Health Commission Act 2013* to drive ongoing reform in improving mental health and minimising the impact of substance misuse in Queensland communities.

The **Mental Health Complaints Commissioner** was established in Victoria in July 2014 under the *Mental Health Act 2014* to provide an independent, specialist avenue to resolve complaints about public mental health services and to promote service and systemic improvements.

South Australian Mental Health Commission was established in October 2015 under the *SA Public Sector Act 2009*. The role of the SA Mental Health Commission is to strengthen the mental wellbeing of South Australians. Its key task is to lead the development of South Australia's Mental Health Strategic Plan.

This Memorandum of Understanding replaces the [previous memorandum](#) of May 2014.

MEMORANDUM OF UNDERSTANDING

1. Purpose

- 1.1 The parties to this memorandum of understanding:
- Recognise the parties' complementary roles and shared commitment to improving the mental health and wellbeing of the people of Australia and New Zealand.
 - Recognise the benefit of collaborative working practices.
 - Acknowledge the differences in the roles of each party.

2. Commitment

- 2.1 This MoU records the parties' commitment to:
- a) actively seek out opportunities for collaboration informed by the lived experience of those experiencing mental health issues or impacted by suicide and their families, whānau, carers and support people, as well as service providers and professional groups working in the various sectors that support people to live contributing lives
 - b) meet regularly to share knowledge of good practice, key issues, research and innovation, where appropriate, in a spirit of collaboration, to better facilitate the work that each party will continue to undertake independently
 - c) work together and lead by example to enshrine the inclusion of people with lived experience of mental health issues, their families, whānau, carers and support people in policy design, decision making, planning, implementation and service delivery
 - d) operate in a manner that encourages broader partnership with individuals and organisations that are not direct parties to this MoU
 - e) actively seek to avoid duplication of effort and to leverage the parties' respective resources, for example by accessing existing participation and engagement structures wherever practicable
 - f) communicate openly and share information, data, research, policies and reports with each other for the purposes of this MoU (having regard to privacy and other legal obligations)
 - g) utilise the MoU as a reference point for each organisation, and to signal to the broader community our efforts to work together effectively to achieve positive outcomes for our communities, and
 - h) address any competing priorities openly and constructively.

3. Structures for collaboration and communication

- 3.1 In addition to the broad commitment to open communication at all levels of each organisation, the following mechanisms will further strengthen collaboration between the parties:
- a) Collaborating on relevant national or inter-jurisdictional reforms.
 - b) An annual meeting of Commission chief executives and the New Zealand Mental Health Commissioner in a host jurisdiction.

The Annual meeting will consider specific areas and activities of shared interest, noting that some but not all parties have an explicit responsibility to include consideration of the impact of problematic use of alcohol and other drugs.

Outcomes of these meetings will be documented and available on the websites of all parties.

4. Resourcing and Financial relationship

- 4.1 This MoU does not create any financial commitments for any party.
- 4.2 Costs associated with meeting for the purposes of this MoU, including travel, will be met by each respective party, unless agreed otherwise.
- 4.3 The parties will agree and rotate each year responsibility for organising and providing secretariat support to the annual meeting of the signatories of each party.

5. Legal effect

- 5.1 This MoU is not legally binding and does not create a legal relationship between the parties.
- 5.2 The commitments of this MOU do not substitute or interfere with any legal responsibilities and obligations of an individual party or between parties. It does not require any party to act in any way contrary to their statutory responsibilities or contractual obligations with other third parties.

6. Non-exclusive Relationship

- 6.1 The parties' acknowledge that this MoU does not constitute an exclusive relationship and any party may develop other relationships as appropriate.

7. Representations

- 7.1 Each party agrees that they will not make any statement on the others' behalf to a third party without the express authorisation of the relevant party or parties.

8. Disclosure of information

- 8.1 A party shall not disclose to any person other than personnel of that party any confidential information or material relating to another party unless it has received prior written approval from the other party. The parties' shall agree in writing to the terms of any such release.
- 8.2 Each party agrees that for corporate governance requirements, the other party may report details of this MoU on its website and in its annual report.

9. Ownership of existing material

- 9.1 Ownership of any existing material, including Intellectual Property rights in the existing material, of any party will not be affected by virtue of the existence of this MOU.

10. Dispute Resolution

- 10.1 The parties' will act at all times in good faith and with the goal of preserving their relationship. However, in the event of a dispute the parties agree to the following process:
- a) in the first instance the agreed representatives of the parties will meet and attempt to resolve the dispute
 - b) if following 10.1(a) the dispute is not resolved, the parties will engage in mediation through an agreed process.


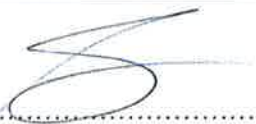

11. Term

- 11.1 This MoU:
- a) commences upon signing by all parties
 - b) is valid for a period of three years, after which it will end; a new MOU may be entered after this period
 - c) may be terminated by the mutual agreement of all parties.
- 11.2 A party may withdraw from the MOU by giving three months' written notice to the other parties.

12. Review and Variation

- 12.1 The parties' will review this MoU every three years, or otherwise as mutually agreed.
- 12.2 The parties' may at any time, by mutual agreement, vary this MoU and/or the Schedule(s) to this MoU.
- 12.3 Additional signatories may be included with the consent of all parties.

SIGNED as a Memorandum of Understanding:

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|  <p>..... Mr John Feneley Commissioner Mental Health Commission of New South Wales</p> <p>Date: 4 / 3 / 2017</p> |  <p>..... Mr Chris Burns Commissioner Mental Health Commission South Australia</p> <p>Date: 4 / 3 / 2017</p> |
|  <p>..... Mr Timothy Marney Commissioner Mental Health Commission of Western Australia</p> <p>Date: 4 / 3 / 2017</p> |  <p>..... Dr Lynne Coulson Barr Commissioner Mental Health Complaints Commissioner Victoria</p> <p>Date: 4 / 3 / 2017</p> |
|  <p>..... Dr Peggy Brown Chief Executive Officer and Commissioner (ex-officio) National Mental Health Commission</p> <p>Date: 4 / 3 / 2017</p> |  <p>..... Dr Lesley van Schoubroeck Commissioner Queensland Mental Health Commission</p> <p>Date: 4 / 3 / 2017</p> |
|  <p>..... Mr Kevin Allan New Zealand Mental Health Commissioner Office of the Health and Disability Commissioner</p> <p>Date: 6 / 3 / 2017</p> | |