Victoria's end of life and palliative care framework

Palliative care consortium memorandum of understanding

between

Service A

and

Service B

and

Service C

and

Service D

Date ……

This memorandum of understanding is effective from XXXXXXXXXXX until XXXXXXXXXXX

between

SERVICE A, of street address, city, postcode

and

SERVICE B, of street address, city, postcode

and

SERVICE C, of street address, city, postcode

and

SERVICE D, of street address, city, postcode.

1. Background

Palliative care consortia (consortia) were established in 2004 in all Victorian departmental regions:

- Barwon-South Western
- Eastern Metropolitan
- Hume
- Gippsland
- Grampians
- Loddon Mallee
- North & West Metropolitan
- Southern Metropolitan.

Victoria's end of life and palliative care framework guides the work of consortia. The actions outlined in the policy framework will equip palliative care services in Victoria to meet growing demand for palliative care.

The role of the consortia is to:

- undertake regional planning in line with departmental directions
- coordinate palliative care service provision in each region
- advise the department about regional priorities for future service development and funding
- implement the service delivery framework in conjunction with the Palliative Care Clinical Network (PCCN), and undertake communication, capacity-building and clinical service improvement initiatives.

Consortia comprise voting members from all palliative care services funded by the Department of Health and Human Services Palliative Care program in each departmental region. Other stakeholders from health, community and aged care providers may attend meetings in either a voting or ex-officio capacity. Other government stakeholders may attend meetings in an ex-officio capacity.

2. Purpose of the memorandum of understanding

The purpose of the memorandum of understanding (MOU) is to provide a common understanding and commitment between the member agencies that are forming the consortium.

All members agree to form and operate the MOU as a partnership for the purposes of providing palliative care services in the nominated departmental region.

3. Vision

The signatories to the MOU are committed to working with each other, governments and the community so all Victorians with a life-threatening illness and their families and carers will have access to a high-quality palliative care service system that fosters innovation and provides coordinated care and support that is responsive to their needs.

4. Principles

Principles underpinning this MOU include:

- Signatories will communicate and work in a collaborative, cooperative and transparent way, sharing information, research, opinions and ideas.
- Signatories will recognise and respect each others' differing skills, expertise, opinions and values.
- Signatories will support consumer and carer participation in service development, delivery and evaluation.
- Signatories will work closely with all relevant stakeholders to ensure the best possible input and consultation.
- Signatories will actively foster a culture of learning.

- Each participating agency or service provider is to be viewed as an equal partner.
- Signatories will undertake collaborative planning underpinned by a social model of health.
- Signatories will recognise previous efforts in planning and build on existing work.
- Planning activities will be consistent with, and support, other planning activities undertaken by the departmental region, including federal and local government initiatives.
- Signatories will ensure continuity of membership and attendance at 75 per cent of relevant meetings (for example, executive committee meetings and working group meetings) excluding annual leave or absence due to other paid or planned leave.
- Information gained through participating in this initiative will not be used for commercial or competitive advantage.
- Each member agency will be totally responsible for its own personnel engaged in the MOU.

These developments provide additional impetus and opportunity for signatories to build on and enhance working relationships and the role of palliative care in the departmental region more broadly.

5. Governance structure

The member representative from the funded palliative care providers will be the chief executive officer (CEO) of the agency or have written delegated authority granted by the CEO. It is anticipated that members will hold a management or senior clinical role in their agency.

Individual signatories will not be jointly and/or singly liable for the acts or omissions of the other members. Each member agency acknowledges that its acts and omissions and those of its staff or agents will be the subject of its own professional indemnity and other insurance arrangements.

6. Membership of the consortium

At a minimum, each consortium will contain:

- one representative from each of the funded palliative care services in the region – inpatient, community and consultancy services (it is recommended that there is one vote per organisation)
- representation of any public hospital that has a major role within the region but does not receive palliative care funding
- a representative from the relevant departmental regional office (ex officio)
- one consortium manager (ex officio).

Consideration could also be given to:

- including in the consortium other services that have a significant palliative care involvement in the region (for example, Medicare Locals, Integrated Cancer Services, Primary Care Partnerships)
- having each service provider or agency nominate a clinical representative who will attend the consortium meetings but not have voting rights, in addition to the voting representative.

7. Key responsibilities of the consortium

As per the ‘palliative care consortium’ role statement, the consortium will be responsible for:

- developing terms of reference
- nominating an organisation as fundholder (consortia are not legal entities and cannot hold money)
- representing and making decisions on behalf of the agency or service provider the member represents (the consortium could consider whether they include the possibility of proxy if the agency representative is unable to attend the meetings)
- coordinating and implementing relevant aspects of *Victoria’s end of life and palliative care framework,* including consulting with stakeholders (for example, clinicians, people with life-threatening illnesses, their families and carers, and the community) as required

- developing, implementing and monitoring the direction and effectiveness of the regional plan, including how the regional plan is to be evaluated
- monitoring the work plan and key performance indicators as agreed by the consortium
- directing the tasks of any working group or subcommittees established and receiving reports and recommendations from these
- developing and implementing policies and procedures as required
- facilitating effective communication processes between key stakeholders
- nominating a representative for the Palliative Care Clinical Network
- providing the Department of Health and Human Services with an annual report that includes reporting against key priorities, activity against the initiatives identified in *Victoria's end of life and palliative care framework*, financial accountability statement, and regional priorities for the upcoming financial year. The report will be submitted to the department in September each year.

The consortium will elect a chairperson from the nominated representatives. The chairperson's role is detailed in the 'palliative care consortium chair' role statement.

The consortium will appoint a consortium manager. The consortium manager's role is detailed in the 'palliative care consortium manager' role statement.

The roles and responsibilities of consortium members are detailed in the 'palliative care consortium individual members – voting' and the 'palliative care consortium individual members – non-voting' role statements.

8. Operation of the consortium meetings

- All members have equal rights of participation and decision making in the meetings.
- Meetings are held at a frequency and location to be determined by the consortium and according to the role statements.
- The consortium will aim to operate by consensus. Where consensus cannot be reached, a majority decision will be reached, with the majority consisting of votes from the number of representatives eligible to vote. Where members do not agree with this process, conflict-resolution processes such as external mediation will be employed.
- Members will raise issues of concern prior to committing to final decisions.
- Members will declare any conflict, potential conflict or apparent conflict that may arise as part of consortium business. Members will abstain from any related decision should any conflict appear to compromise the member or the decision-making process.
- Members will ensure that any information acquired or created through participating in the consortium is only used for performing their duties as a consortium member. Members will not use their knowledge of confidential consortium issues for the benefit, gain or advantage of any individual, private or public organisation or group.
- Meetings will be conducted on the assumption that members have read and discussed the materials prior to the meeting.
- A quorum (to be decided by the consortium) is necessary for any decision made at the consortium meetings. If no quorum is present within half an hour of the time of the appointed meeting time, the meeting will continue and decisions will be ratified at the next meeting or as per an electronic decision-making process.
- All decisions endorsed by a quorum meeting of the consortium for which five days' notice has been given will be considered a decision of the whole consortium.
- The consortium may agree on an electronic decision-making process for business decisions between scheduled meetings and where there are no other opportunities to schedule an extraordinary meeting or hold over the decision.
- Decisions made at consortium meetings will be final, based on the assumption that all members have sufficient notification to ensure representation at the meeting and the opportunity to raise issues of concern to enable them to be addressed.

9. Budget guidelines and fundholder

The consortium will nominate the fundholder for the consortium. The nominated fundholder will assume the role of banker. Consortium funds will be held in accordance with the *Victorian health policy and funding guidelines* business rule for consortia (Attachment 1).

Each fundholder in every departmental region will receive recurrent funding for core business and other initiatives agreed by the department and consortium.

The fundholder will be expected to complete an annual financial accountability statement, which will be included in the consortium's annual report to the department.

The consortium will look to minimise administrative overheads to maximise allocated funds.

Unexpended consortium funds may be subject to re-call by the department and will depend on the outcomes achieved by the consortium.

Unless otherwise agreed by the consortium, each member agency will be responsible for its own costs and expenses incurred in connection with the entry into and the operation of the MOU.

The fundholder's role is detailed in the 'palliative care consortium fundholder' role statement.

Unless otherwise directed, all funding for palliative care service provision under the department's Palliative Care program will be paid directly by the department to palliative care providers.

10. Dispute resolution

Each consortium recognises and values the diversity of its members and seeks to anticipate and resolve differences in this spirit. The consortium will operate a forum in which members are encouraged to openly express and discuss their concerns and hesitations, seeking consensus and agreement as part of the overall decision-making process.

In the event of a dispute or grievance arising within the consortium, it will be addressed by negotiation at the consortium meetings with the aim of consensus or, failing that, a majority decision.

If a dispute cannot be resolved via this process, an independent mediator, agreeable to relevant parties, will be appointed to facilitate a resolution. The consortium will determine the process and financial implications.

11. Statement of limitation

The consortium will not:

- act in a manner that undermines or contradicts the purpose or brief of specific organisations
- build a costly infrastructure that duplicates the role of bureaucracy or agency management and leads to transferring resources away from service delivery to management
- be responsible for altering, changing or modifying any existing funding arrangements for signatory agencies unless otherwise agreed by all parties and the department.

12. Statewide services

Each consortium should consult with statewide services where appropriate. These services include:

- Motor Neurone Disease Association (MNDA) Victoria
- Palliative Care Victoria
- Statewide Specialist Bereavement Service (operated by the Australian Centre for Grief and Bereavement)
- The Centre for Palliative Care
- Very Special Kids (VSK)

- Victorian Paediatric Palliative Care Program (VPPCP).

Consortia can access advice through the scheduled meetings of the consortium, which the statewide services are invited to attend, or through a direct approach to the specific agency at the time of the need for advice.

13. Term, review and amendment of the MOU

- The MOU exists until xxxxxxxxxx.
- The MOU can be amended at any time by an agreement in writing between a three-quarters majority of all signatories.
- The amended MOU will be circulated to *all* members for signing.
- This MOU does not vary or affect existing rights and obligations under existing agreements between the partners and their agencies.

14. Legal status

This MOU is not legally binding.

Attachment 1:

Palliative care consortia and Victorian Paediatric Palliative Care Program (VPPCP) business rule

This relates to funding for:

- consortia to undertake regional planning, coordinate service provision, determine regional priorities for future service development, and implement palliative care initiatives (the following business rules should be read in conjunction with the *Consortia role statement*)
- the VPPCP to provide statewide consultation and liaison for children requiring paediatric palliative care, to build the capacity of health professionals to provide paediatric palliative care and to manage the paediatric palliative care flexible funds.

1. Funding received by the fundholders should be treated as revenue in accordance with AASB 1004.

2. Funding distributed to consortia members / VPPCP members should be recorded under '22091-22100 Grant received on behalf of and paid to other agencies' in the fundholders' books. Likewise consortia members / VPPCP members are to recognise the distributions as revenue.

3. Expenses incurred by fundholders and consortia members / VPPCP members on this program are to be reported as salaries and wages and non-salary costs accordingly.

4. Unspent funding, being a tied fund, is to be retained for use in the same program in the following year.

5. Consortia and the VPPCP are required to disclose any unspent funding in its special purpose financial statement to the department.

SIGNED for and on behalf of
……
SERVICE A

By……
……
(Name of officer) (Signature of officer)
an officer duly authorised to sign on its behalf

in the presence of……
……
(Name of witness) (Signature of witness)

Date……

SIGNED for and on behalf of
……
SERVICE B

By……
……
(Name of officer) (Signature of officer)
an officer duly authorised to sign on its behalf

in the presence of……
……
(Name of witness) (Signature of witness)

Date……

SIGNED for and on behalf of
……
SERVICE C

By……
……
(Name of officer) (Signature of officer)
an officer duly authorised to sign on its behalf

in the presence of……
……
(Name of witness) (Signature of witness)

Date……

SIGNED for and on behalf of
……
SERVICE D

By……
……
(Name of officer) (Signature of officer)
an officer duly authorised to sign on its behalf

in the presence of……
……
(Name of witness) (Signature of witness)

Date……