

**Memorandum of Understanding between Ipswich
Hospital Foundation and West Moreton Hospital and
Health Service - February 2021**

Parties to the Memorandum of Understanding

This Memorandum of Understanding (the Memorandum) is between:

- Ipswich Hospital Foundation (the Foundation) and
- West Moreton Hospital and Health Service (West Moreton Health)

Background

The Memorandum supports and builds upon the unique partnership between the Foundation and West Moreton Health in achieving a whole of community approach to improving the health of people living and working in the West Moreton area. The Memorandum outlines the parameters by which each agency will work together in achieving their objectives and creating a healthier community.

The Foundation was founded in 1997, and its operations are now governed by the Hospital Foundations Act 2018 (Qld). Under s 15(1) of the Act, the foundation is to perform its functions in association with a Hospital and Health Service, in this case West Moreton Health, and under s 15(2) the foundation must have regard to any needs or priorities the foundation has been advised about by West Moreton Health.

West Moreton Health was established in July 2012 and is now one of 16 Hospital and Health Services across Queensland. West Moreton Health is responsible for the delivery of public hospital and health services including medical, surgical, emergency, obstetrics, paediatrics, specialist outpatient clinics, mental health, critical care, subacute and clinical support services to communities stretching from Ipswich in the east, to Boonah in the south, north to Esk and west to Gatton.

West Moreton Health also provides oral health care services, community mental health services for all age groups, and services for alcohol, tobacco and other drug illnesses and has a range of responsibilities for prison health services.

The vision for West Moreton Health is quality care and wellbeing provided locally for the community and West Moreton Health's purpose is to inspire, partner with and contribute to health and wellbeing for local communities and to strive to be leaders in clinical care, integration, prevention, education and research.

Purpose of the Memorandum

The Memorandum provides an outline to build on the commitment between the two organisations to work together on issues of mutual interest and projects of mutual synergy to maximise health outcomes for communities in the Ipswich and West Moreton area.

The Memorandum recognises the intent of both organisations to work in partnership to mutually benefit the realisation of the respective organisation's vision.

The Memorandum recognises the strategic linkages between the Foundation and West Moreton Health and a shared desire to work together for a common purpose to improve the health of our community.

The Memorandum articulates a set of shared principles to guide how the Foundation and West Moreton Health work together.

The Memorandum provides a general outline and a mechanism to enhance the relationship between the two parties. Except where specifically stated, it is not a legal instrument.

Principles of the Memorandum

In carrying out their respective roles and responsibilities under the Memorandum and in seeking to achieve the activities documented within the Schedule both parties shall:

- act and work together in good faith and provide full information to each other in relation to all relevant matters
- act independently but cooperate closely and work together with the other party with mutual respect and support
- treat each other with respect and ensure that agents working for either party treat each other fairly and with respect
- not unreasonably delay any action, approval, direction, determination or decision required under this Memorandum
- seek to avoid duplication and overlap of their responsibilities and functions.

In their dealings with each other the parties shall:

- agree to the roles, responsibilities and accountabilities for each item as specified within the Schedule
- engage in effective and regular communication
- engage effective communication strategies with members, consumers and other key stakeholders
- jointly decide on reporting and information tools relevant to each Schedule

Application of the Memorandum will include building appropriate mechanisms to support:

- open communication
- participation
- collaboration.

1. Consultation and open communication

1.1 Representatives of each of the parties will meet on a regular basis to discuss:

- the Schedule of Activities and any steps required to progress the activities
- the operation of the car parking facilities
- the activities of Foundation volunteers
- any other relevant matters.

1.2 In particular:

- the Chairs and Chief Executives of the parties will meet at least quarterly
- West Moreton Health is able to provide the Foundation Board updates on strategic matters upon request
- the Foundation Chief Executive Officer to continue attending West Moreton Health Executive Leadership Committee as an ex-officio member, tabling regular reports and briefs for noting/endorsement where required
- the Foundation and West Moreton Health Chief Executives and their teams to meet every two weeks (or other frequency as agreed) for a Relationship Meeting to work through operational matters
- the Chief Executives of both parties will work on an approach to joint decision making for spend of car park revenue referred to in Clause 5 (below)
- West Moreton Health and the Foundation agree to establish a joint committee to agree on the utilisation of funds received from the car park, less operating and other expenses incurred by the foundation in the car park's operation.

2. Participation in management activities

2.1 Each party will allow the other appropriate access to its senior management team and staff.

2.2 Each party will take reasonable steps to inform itself regarding, and where appropriate, participate in, the management processes of the other.

2.3 West Moreton Health has representation on the Foundation Board.

3 Volunteers

3.1 West Moreton Health acknowledges the contribution made by Foundation volunteers. West Moreton will treat volunteers fairly and appropriately and take all reasonable steps to provide a safe work environment.

3.2 The Foundation will take reasonable steps to ensure that its volunteers:-

- Follow relevant West Moreton Health policies and directions; and
- Maintain confidentiality of information obtained in the course of their volunteering activities.

4 Funding Requests

4.1 The parties will establish and document a formal process for requests for funding from the Foundation by West Moreton Health. West Moreton Health will ensure that its employees follow the agreed process when seeking funding from the Foundation.

- 4.2 Funding requests will be assessed against the Foundation's purpose and the Schedule of Activities.
- 4.3 The Foundation will routinely provide West Moreton Health with documentation of supported donation and funding requests.
- 4.4 The Foundation shall have consideration to the strategic objections as advised by West Moreton Health;
- 4.5 Funding Requests will be considered through a system with pre approval from the West Moreton Health Chief Executive prior to lodgement with the Foundation. Requests for equipment, professional development, training and research will be considered in accordance with the objectives and this memorandum of understanding.

5 Car parking operations

- 5.1 West Moreton Health and the Foundation have separately entered into a licence agreement whereby the Foundation operates car parking facilities owned by West Moreton Health. Queensland Health policies restrict the way in which West Moreton Health may operate the car parking facilities, and particularly the fees that may be charged. These restrictions are reflected in the licence agreement.
- 5.2 Appropriate representatives of West Moreton Health and the Foundation will meet on a regular basis to discuss and agree:
- Rules for the operation of the public car parks, including any fee changes.
 - Any change to the car parks to be allocated to the Foundation
 - Any car parks to be made available to West Moreton Health without charge (Permitted car parks)
 - Any inappropriate use of the car parks by West Moreton Health staff
- 5.3 If the representatives cannot agree on the appropriate approach to these matters, the relevant matter will be referred for resolution to their respective Chief Executives.
- 5.4 The joint committee as referred to in clause 1.2 shall:
- collaborate and make strategic decisions for the benefit of both the parties; and
 - make strategic decisions for the spend of the net car park revenue.
- 5.5 The Foundation will keep and maintain all records and accounts necessary to provide a complete and detailed record of its performance of this MOU. All accounts will comply with the accounting principles applied to government and commercial practice and as required by law.

6 Publications

- 6.1 The Foundation and West Moreton Health are encouraged to publish information and/or evidence in relation to the Memorandum, acknowledging the contribution of all relevant partners, stakeholders and funding contributors.
- 6.2 The Parties shall only use the name of the other Party, in connection with any public announcement, advertising publication or promotion, with the prior written permission of the other Party.

6.3 Appropriate representatives of the Parties will meet to agree on a process to maximise the benefit of joint media opportunities while avoiding unnecessary duplication of work and promoting the work of both organisations with shared messaging.

7 Co-branding and Acknowledgement

7.1 The Foundation and West Moreton Health must acknowledge each other's contribution in any publications, promotional material, activities, advertisements or press releases concerning matters arising under the Memorandum and joint activities.

8 Event management

8.1 Appropriate representatives of the Parties will meet to agree on a general protocol to be followed when the Foundation organises events that take place on West Moreton Health premises. This will balance the clear benefits that such events bring with logistical and clinical care considerations.

8.2 A mutually beneficial shared approach to event scheduling will be established between the two organisations.

9 Implementation and Review

9.1 The term of the Memorandum commences on the date of execution and ends upon written advice from either party. An annual report on the activities and issues managed through this relationship will be completed no later than 30 April each year. Progress updates will be provided to the Foundation and West Moreton Health Boards as outlined in the schedule.

10 Communication

10.1 The nominated relationship manager from the Foundation for the purpose of the Memorandum is the Chief Executive Officer. This person is the first contact for any issues concerning the Memorandum.

10.2 The nominated relationship manager from West Moreton Health for the purpose of the Memorandum is the Chief Executive. This person is the first contact for any issues concerning the Memorandum.

11 Memorandum Variations

11.1 Either party to the Memorandum may vary the terms with the written approval of the other party. Such variations will become effective on the date of the agreed change of terms between the parties.

11.2 The Memorandum will be reviewed on the first anniversary of its execution. Thereafter the Memorandum will be reviewed every two years.

11.3 The Schedule will be reviewed and updated annually.

12 Dispute Resolution

12.1 The Foundation and West Moreton Health agree to resolve any dispute in relation to the Memorandum in the spirit of good will and compromise.

13 Governance

13.1 The Memorandum will be made publicly available by both the Foundation and West Moreton Health and published in way that is easily accessible by members of the public.

14 Confidentiality

14.1 In this clause 14:

Disclosing Party means the Party disclosing Confidential Information to the other Party.

Confidential Information of a Disclosing Party means all information disclosed by or on behalf of the Disclosing Party to the Receiving Party, or acquired or created by or on behalf of the Receiving Party in connection with this MOU, that:

- (a) is by its nature confidential to the Disclosing Party;
- (b) the Disclosing Party designates as confidential; or
- (c) the Receiving Party knows or ought to know is confidential to the Disclosing Party, and includes:
 - (d) information which relates to Intellectual Property Rights of the Disclosing Party and the Disclosing Party's Personnel;
 - (e) in the case of West Moreton Health:
 - (i) information concerning clinical processes, policies, commercial operations, financial arrangements, information technology systems and programs or other affairs of Queensland Health;
 - (ii) information that is defined as 'confidential information' by Queensland Health portfolio legislation, including the Hospital and Health Boards Act 2011 (Qld) and Public Health Act 2005 (Qld); and
 - (iii) Personal Information; and

whether existing or disclosed to the Receiving Party before or after execution of this MOU, and includes any information produced by the Receiving Party or any other person derived from or containing any of the Confidential Information, but does not include any information which:

- (f) is or becomes public other than through breach of a confidentiality obligation; or
- (g) was:
 - (i) already in the Receiving Party's possession before receipt from the Disclosing Party;
 - (ii) independently developed by the Receiving Party; or
 - (iii) received by the Receiving Party from a third party on a non-confidential basis.

Receiving Party means the Party receiving Confidential Information from the other Party.

- 14.2 The Receiving Party must not, and must ensure that its Personnel do not, use or disclose any of the Disclosing Party's Confidential Information without the Disclosing Party's consent, other than in accordance with this clause.
- 14.3 The Receiving Party must keep confidential all of the Disclosing Party's Confidential Information and not disclose it unless the disclosure is:
- required or authorised by law
 - to the Receiving Party's Personnel to the extent needed for the purposes of exercising the Receiving Party's rights and performing the Receiving Party's obligations under this Agreement or the Fellowship Agreement
 - with the Disclosing Party's consent
 - to the extent required or authorised by law; or
 - to the Receiving Party's legal or financial advisors.
- 14.4 The Receiving Party must not use the Disclosing Party's Confidential Information for any purpose other than performing the Receiving Party's obligations under this MOU, except to the extent required or authorised by law
- 14.4 The Receiving Party must not (without limitation):
- exploit the Disclosing Party's Confidential Information; or
 - use the Disclosing Party's Confidential Information for the Receiving Party's own business purposes,
- without the Disclosing Party's consent.
- 14.5 The Receiving Party must:
- take all steps reasonably necessary to protect the Disclosing Party's Confidential Information from misuse, loss and unauthorised access, modification or disclosure; and
 - comply with all applicable legislative confidentiality obligations while performing the Receiving Party's obligations under this MOU.
- 14.6 Where the Receiving Party discloses any of the Disclosing Party's Confidential Information to a third party, the Receiving Party must inform the third party of the confidential nature of the Confidential Information.
- 14.7 The Receiving Party will be responsible for all use and disclosure of the Disclosing Party's Confidential Information by the Receiving Party's Personnel and legal or financial advisors, and warrants that the Receiving Party's Personnel are bound by obligations of confidentiality consistent with and equivalent to this clause.
- 14.8 On the termination or expiration of this MOU (or earlier if requested by the Disclosing Party during the term of this MOU) the Receiving Party must deliver or destroy (as directed by the Disclosing Party) all documents, records or files in the Receiving Party's possession or control which contain any of the Disclosing Party's Confidential Information in accordance with the Disclosing Party's instructions, and will notify the Disclosing Party when this has been done.
- 14.9 The Receiving Party may retain a copy of the Disclosing Party's Confidential Information to the extent required or authorised by law.

14.10 If The Foundation collects or has access to any Personal Information in order to perform its obligations under this MOU, the Foundation must:

- comply with Parts 2 and 3 of Chapter 2 of the Information Privacy Act 2009 (Qld) (Information Privacy Act) in relation to the discharge of the Foundation's obligations under this MOU as if the Foundation was West Moreton Health;
- ensure that the Personal Information is protected against misuse, loss and unauthorised access, modification or disclosure;
- not use the Personal Information other than for the purposes of the performance of this MOU, unless required or authorised by law;
- not disclose the Personal Information without the consent of West Moreton Health, unless required or authorised by law;
- not transfer the Personal Information outside of Australia without West Moreton Health's consent;
- immediately notify West Moreton Health if the Foundation becomes aware that a disclosure of any of the Personal Information obtained under this MOU is, or may be, required or authorised by law;
- ensure that access to the Personal Information is restricted to the Foundation's Personnel who require access in order to perform this MOU;
- ensure that the Foundation's Personnel do not access, use or disclose the Personal Information other than in the performance of this MOU;
- ensure that the Foundation's subcontractors with access to or use of the Personal Information comply with obligations the same as those imposed on the Foundation under this clause and that relevant subcontracts include obligations in relation to the Personal Information consistent with and equivalent to this clause;
- fully cooperate with West Moreton Health to enable West Moreton Health to respond to applications for access to, or amendment of, a document containing any of the Personal Information, and to privacy complaints; and
- comply with such other privacy and security measures as West Moreton Health reasonably advises the Other Party in writing from time to time.

14.11 The Receiving Party must immediately notify the Disclosing Party on becoming aware:

- of any breach of this clause or of any deed executed by the Other Party's Personnel required by this clause; or
- that a disclosure or use of any of the Disclosing Party's Confidential Information is required or authorised by law, before such disclosure or use is made (if reasonably possible).

14.12 The Foundation acknowledges that:

- the Right to Information Act 2009 (Qld) (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government Bodies, subject to specified exemptions under the RTI Act;
- information relating to this MOU is potentially subject to disclosure under the RTI Act; and
- it should indicate any relevant concerns to West Moreton Health at the time of disclosing the information to West Moreton Health.

14.13 Despite anything else in this MOU, West Moreton Health may disclose any information:

- to Ministers and their advisors, which is relevant to the Minister's role and responsibilities; and
- as required under the RTI Act or the Information Privacy Act.

15 Clauses that are legally binding

Clauses 5 and 14 are legally binding.

Signed

For and on behalf of the Ipswich Hospital Foundation Prof. Geraldine Mackenzie, Chairperson

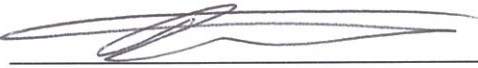


(Signature)

11/3/21

(Date)

Mr James Sturges, Chief Executive Officer

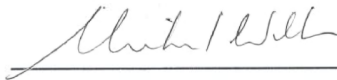


(Signature)

10/3/21 ~~11/3/21~~

(Date)

For and on behalf of West Moreton Hospital and Health Service, Mr Michael Willis, Board Chair




(Signature)

13.05.2021

(Date)

Dr Kerrie Freeman, Chief Executive



(Signature)

13.05.2021

(Date)

