MEMORANDUM OF UNDERSTANDING [MoU]

(between the NCAHS, Dorrigo Multi-Purpose Service and the Mid North Coast Division of General Practice – Rural Palliative Care Project

Provision of a trial of providing the Palliative Care After-Hours Telephone Support Service (AHTSS)

1. Parties to the Memorandum of Understanding

This Memorandum of Understanding is between the North Coast Area Health Service's Dorrigo Multi-Purpose Service (MPS) (henceforth called the 'NCAHS') and the Mid North Coast Division of General Practice – Rural Palliative Care Project (henceforth called the 'Funding Provider').

2. Term of the Memorandum of Understanding

This Memorandum of Understanding (henceforth called the MoU) between the NCAHS and the Funding Provider shall be for the trial period commencing 1/01/07 and ending on 31/12/07.

3. Purpose

3.1. For the purpose of this MoU, "after-hours" is defined as occurring everyday between the hours of 1700 and 0800.

3.2. This MoU between the NCAHS and the Funding Provider is for the subsidised continuation of the after-hours telephone support service (AHTSS) for all palliative care patients known to the NCAHS Palliative Care Team based at Coffs Harbour Health Campus.

3.3. Promote the NCAHS AHTTS as a model of best practice for replication by other Rural Palliative Care initiatives throughout Australia, including response to inquiries from the Australian General Practice Network.

4. Scope

4.1. This MoU outlines the responsibilities to be applied between the NCAHS and the Funding Provider.

4.2. This MoU is to be interpreted as a written statement detailing the intention of the two parties with regard to how the purpose of the MoU will be achieved.

5. Responsibilities of the Mid North Coast Area Health Service

5.1. To ensure that the Registered Nurse on duty is available each shift to provide the after-hour telephone support service to palliative care patients and/or their nominated next of kin, as documented in the Palliative Care Clinical Information System (PalCIS) between the hours of 1700 and 0800, every day of the year.

5.2 In the event of unforeseen circumstances such as inpatient medical emergencies, staffing shortages, high priority clinical presentations to the Emergency Department, the service may elect to postpone the provision of the telephone support service to a more

suitable time that will be identified to the caller, as outlined in the AHTSS Procedure Manual.

5.3 Respond to inquiries from the Australian General Practice Network relating to the operations of the AHTSS with reference to relevant documentation and manuals posted onto the Mid North Coast Rural Palliative Care Website. Responsibility in this area is limited to a reasonable workload with consideration to the amount of funding subsidy provided and is subject to review according to actual demand placed upon the NCAHS staff.

5.4 To ensure that Registered Nurses providing AHTSS at Dorrigo MPS have access to timely and accurate palliative care patient information via:

5.4.1 The Palliative Care Clinical Information System (PalCIS) on the NCAHS intranet; or

5.4.2 Faxed patient information from Coffs Harbour Home Nursing Service, regarding Department of Veterans Affairs, palliative care patients being cared for in the community by this private nursing service.

5.4.3 Organisational support to facilitate staff attendance at PalCIS training and appropriate palliative care and telephone consultation skills education sessions.

5.4.4 A designated quiet area on the Ward at Dorrigo MPS for dealing with telephone enquires with access to a desktop computer and relevant resource material.

6. Responsibilities of the Funding Provider

6.1. Provide an allocation of $2,000 (GST exclusive) per annum for the 2007 calendar year to subsidise the provision of an after-hours palliative care telephone support service at Dorrigo MPS. That this be paid on a six monthly basis commencing in March 2007.

6.2. To cover the connection fee and monthly line rental for the establishment and maintenance of the Telstra 1300 number and the cost of all calls.

6.3. Post the relevant Palliative Care AHTSS manual on the Mid North Coast Division of General Practice – Mid North Coast Rural Palliative Care website so that it may be readily available for download or reference for inquiries from the Australian General Practice Network.

7. Maintenance of Confidentiality, Integrity and Availability Principles

At all times, all parties are bound by the Policies and Procedures of the NCAHS.

At all times, all parties are bound to the NSW *Health Records and Information Privacy Act 2002* and are required to maintain:

Confidentiality – in the context of access or disclosure of the information without authority

Integrity – in the context of completeness, accuracy and resistance to unauthorised modification or destruction

Availability in the context of continuity and the business processes and for recoverability in the event of a disruption

8. Code of Conduct

8.1. NCAHS employees are bound by the NCAHS Code of Conduct that requires probity in all dealings including those with MNCDGP. The NCAHS has adopted this Code to ensure that functions are undertaken efficiently, impartially and with integrity.

8.2. The MNCDGP conniving and/or inducing a breach of this Code may constitute grounds for termination of this MoU.

9. Information

It is acknowledged that the NCAHS may be privy to sensitive information, both verbal and written. Such information is subject to the confidentiality policies and procedures of the MNCDGP and relevant funding agencies.

It is acknowledged that the MNCDGP may be privy to sensitive information, both verbal and written. Such information is subject to the confidentiality policies and procedures of the NCAHS.

It is acknowledged that these information obligations survive the expiry or termination of this MoU.

10. Dispute Resolution

In the event that the parties to the MoU cannot agree then in the first instance the matter is to be referred to the Nurse Manager of the Dorrigo Multi Purpose Service responsible for this initiative and the Executive Officer of the MNCDGP,

If an agreement cannot be achieved, then the matter is to be referred to the Executive Officer/ Director of Nursing for the Bellingen and Dorrigo Health Campuses and the Chief Executive Officer of the MNCDGP for resolution.

In the event that a compromise cannot be reached then the matter is to be referred to an arbitrator as appointed by the Institute of Arbitrators Australia with the costs of, and incidental to, the arbitration being awarded at the discretion of the arbitrator.

11. Signatories

For the North Coast Area Health Service:

(being an authorised agent of the North Coast Area Health Service with delegated authority to enter into contractual arrangements)

Signature	**Name of Signatory**
Position/Title Signatory	**Date**

For the Mid North Coast Division of General Practitioners

(Being an authorised representative(s) of the Mid North Coast Division of General Practitioners with the authority to enter into contractual arrangements)

Signature	**Name of Signatory**
Position/Title Signatory	**Date**