

Memorandum of Understanding

Booroongen Djugun Ltd, Clarence Valley Council, Glen Innes Severn Council, Great Lakes Council, Tweed Shire Council and Uralla Shire Council.

NORTHERN COMMUNITY SUPPORT ALLIANCE

A Memorandum of Understanding between Booroongen Djugun Ltd, Clarence Valley Council, Glen Innes Severn Council, Great Lakes Council, Tweed Shire Council and Uralla Shire Council has been signed, to facilitate cooperation, collaboration and opportunities for working together including, but not limited to, Aged Care Services and Disability Services.

1. Background

The national aged and disability reform agenda is moving towards client directed care with the focus being on choice and flexibility for clients to direct their care choices to allow them to remain independent and living in the community. Responsive, adaptable and quality services that can meet various regional needs will be required to thrive in the revised aged and disability industry. Action is required now to ensure that the services provided by the parties are competitive. The organisations have the ability to cover the areas of Far North Coast, New England and Mid North Coast regions. This will make tendering and applications for funding more competitive at the regional level.

It is in this context that the nominated organisations wish to build on their long history of delivering a wide range of Community Services, jointly working together formally and informally and establishing a working relationship through an MOU. This will provide opportunities for increased resource sharing, more efficient regional coverage, and high quality service delivery with enhanced client choice, which will in turn facilitate joint submissions for funding into the future.

Signatories to this MOU are:

- Booroongen Djugun;
- Clarence Valley Council;
- Glen Innes Severn Council;
- Great Lakes Council;
- Tweed Shire Council;
- Uralla Shire Council.

This group will be known as the Northern Community Support Alliance.

2. Purpose of the Memorandum Of Understanding

The purpose of this Memorandum of Understanding is to provide a common understanding among the parties as to their agreement to enter into planning, negotiations, proposals and funding applications as a partnership arrangement. This MOU specifically covers those areas under the Community Services portfolios of each of the parties including but not limited to:

- Aged Care Services;
- Disability Services;
- Other services as agreed;

This MOU is limited to the Community Services portfolios and clearly excludes other areas of business within each of the designated areas.

The Terms (section 4) listed below outline the broad agreement of the parties with Schedules to this agreement outlining any specific areas of collaboration. Additional partnership priority areas may be added as a schedule's to this MOU at the agreement and signing of all parties.

3. Non binding Memorandum of Understanding

This Memorandum of Understanding merely constitutes a statement of the mutual intentions of the parties with respect to its contents and each party represents to the other that:

- No reliance shall be placed on it;
- It does not constitute an obligation binding on any party;
- It creates no rights in favour of either party.

4. Terms of the MOU

The parties agree to work in a collaborative manner for the further development and enhancement of Community Services across the regions where they deliver services. The parties recognise that by working together towards a shared objective there will be mutual benefits for each party including but not limited to:

- Coverage of the entire New England, Mid North Coast and Far North Coast regions, thus resulting in a more competitive position and greater regional coverage;
- Reduction in duplication of processes and resources;
- Development of shared services models to be competitive within the new reformed aged and disability services;
- Investigation of opportunities for service delivery outside the currently defined service areas.

The parties agree broadly to work in partnership in developing Community Services across the New England, Far North Coast and Mid North Coast region including but not limited to:

- Sharing of information and resources relating to Community Services portfolios;
- Consideration of the submission of joint funding applications and tenders- details of which will be added to the MOU where applicable as a schedule to clearly specify the terms and conditions;
- Development of agreed processes to improve and enhance the delivery of quality Community Services;
- Agreement for support of joint service provision through sharing of staff of each party. A method of costing, or agreed price, for sharing of staff for case management/support facilitation, direct service provision, or other staff employment, shall be agreed prior to staff commencing a project or service delivery.

Should a lead agency be required for any contract or tender processes the parties agree to enter into negotiation for this independently of this MOU. This will enable the selection of the lead agency with the expertise and experience for each tender. The lead agency agreement may be added as a schedule to this MOU or in a separate agreement as required.

5. Values

The agreed values of the parties are based on a person-centred philosophy in providing support, choice and re-ablement for the well-being of consumers and their families. All organisations and individuals involved with the work outlined under this MOU adhere and agree to these values and at all times work to ensure these are being met in the delivery of support services. Specifically the underlying principles are:

- Consumer directed care –consumers are at the centre of coordinating and directing their supports;
- Communicate and work in a collaborative, cooperative and transparent way, sharing information, research, opinions and ideas;
- Recognise and respect the differing skills, expertise and values of each other;
- Actively foster a culture of learning;
- Active participation in development of shared work including attendance at meetings, contribution to planning and development of shared documentation;
- Respect for the diversity and needs of each region, culture and individual needs;
- Promotion of community inclusion in all practices;
- Ensure services are offered that promote wellness and re-ablement.

6. Contributions of each Party

Each partner agrees to have a key contact within their organisation who has seniority to effectively contribute to the decision making process and development of agreed priority areas. The parties agree to a close working relationship including attendance at regular meetings as determined by need.

Each party agrees to adhere to National Privacy Principles and other privacy legislation as required under NSW legislation in relation to the sharing of information.

7. Conflict of interest and confidentiality

Each party will strive to avoid any conflict of interest between the interests of the Organization on the one hand, and personal, professional, and business interests on the other. This includes avoiding actual conflicts of interest as well as the perception of conflicts of interest.

Each party will ensure their representatives for each tender will complete a Declaration of Conflict of Interest and note this in the minutes of planning meetings.

8. Review of MOU

This MOU will be reviewed annually in line with the date signed.

Signature to Memorandum of Understanding (General Managers)

Council	Signature	Date
Booroongen Djugun Ltd		
Clarence Valley Council		
Glen Innes Shire Council		
Great Lakes Council		
Tweed Shire Council		
Uralla Shire Council		

Schedule A - Tendering for Regional Assessment Service RFT 70004342

Agreement - The parties agree to work collaboratively in making a tender application for the Regional Assessment Service RFT 70003432.

Introduction - The Commonwealth Government has determined a new system for aged care service assessment which includes My Aged Care Gateway, ACAT assessments and a new Regional Assessment Service which includes assessments for aged care services and a short term linking service. This includes reassessments and reviews. Funding for case management for those over 65 years will cease from 1 July 2015 when the Regional Assessment Services will commence across NSW.

Terms of Agreement:

The parties agree to submit a joint application for funding under the Regional Assessment Services RFT 70003432

- All parties will equally contribute to:
 - The development, supply of information and resources required for this tender which closes on 19 December 2014;
 - Supporting the use of a consultant if required that meets the needs of the organisations and tender process;
 - o Supporting and attending any meetings required to complete the tender;
 - Costs of the tender process which will be agreed upon by the members to ensure equity and consistency.
- If the outcome of the tender is successful the parties will develop an additional agreement to ensure the services are delivered and operational by 1 July 2015.

Key Contacts

Booroongen Djugun	Robyn Sealey	acops@booroongendjugun.com.au
Clarence Valley Council	Kerry Little	Kerry.little@clarence.nsw.gov.au
Glen Innes Severn Council	Janine Johnson	jjohnson@gisc.nsw.gov.au
Great Lakes Council	Jo Newman	Jo.newman@greatlakes.nsw.gov.au
Tweed Shire Council	Jo Watters	joannew@tweed.nsw.gov.au
Uralla Shire Council	Olivia Wood	owood@uralla.nsw.gov.au

Lead agency

An organisation to be determined to take on the role of lead agency and be able to be a signatory to the Deed of Agreement with the Commonwealth and meet all reporting and legal requirements of the agreement.

Subcontractors

All other organisations agree to be subcontractors in the partnership as outlined in the tender documents and support the Lead Agency as required.