Partnership Protocol

between

Metro South Hospital and Health Service

and

Brisbane South PHN

1. INTRODUCTION

This protocol is established in line with the requirements of the *Hospital and Health Boards Act 2011*, and the *Hospital and Health Boards Regulation 2012*, and builds on the existing relationship between Metro South Hospital and Health Service (MSH) and the Brisbane South PHN (BSPHN) hereafter referred to as 'the Parties'.

The Parties recognise they have a shared responsibility for the health and wellbeing of the communities residing the Brisbane South catchment and have a joint desire to partner in the planning and delivery of healthcare services that are accountable and responsive to the local needs.

This document is not a legal instrument. It articulates a set of shared goals, values and principles to guide working relationships in 'how we work together'. This document provides a general framework and a mechanism to enhance the relationship between the two sectors.

Nothing in this Protocol confers a partnership, agency, employment or other relationship between the Parties.

2. PURPOSE

The purpose of the Protocol is to:

a. Enable the Parties to partner in the planning and delivery of health services.
b. Provide context and guidance to a range of initiatives that continue to be developed between the Parties.
c. Promote a joint approach to maximising opportunities (State and Federal) which aim to improve access to services and health outcomes of the Brisbane South community.

3. OBJECTIVES

This Protocol actively contributes to the organisational objectives of both Parties by providing equitable access to care, further developing the healthcare workforce, collaborating for innovation, service improvement and high value care that is based on the best available evidence.

Through this Protocol the Parties will specifically work towards the following objectives:

a. Identify and prioritise local health needs (including a supportive, diverse and available workforce) for the protection and promotion of the health of individuals within our community.
b. Inform joint planning and policy imperatives to ensure areas of high priority are jointly progressed.
c. Enhance service access, co-ordination and integration across the health continuum.

d. Leverage available resources to respond to key priorities.
e. Influence and re-focus those areas of the health system for which the Parties have responsibility.

In responding to the above stated Objectives, the Parties will ensure priorities align with relevant strategy documents including but not limited to the Parties strategic plans and State and Commonwealth strategies, policies, agreements and standards.

4. TERM OF PROTOCOL

a. The term of this Protocol commences on the date of execution and will be subject to review within three years, or prior to this date with written agreement from both Parties.
b. Either party to the Protocol may propose to vary the Terms. Any variation will occur 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.

5. GUIDING PRINCIPLES

5.1 Collaboration Principles

In carrying out their respective roles and responsibilities under this Protocol and in seeking to respond to agreed priorities, the Parties shall:

a. Act and work together in good faith and provide full information where possible to each other in relation to all relevant matters.

b. Act independently but co-operate closely and work together with the other party with unity of purpose, mutual respect and support.

c. Not unreasonably delay any action, approval, direction, determination or decision indicated under this Protocol.

d. Seek to avoid duplication and overlap of their responsibilities and functions.

e. Operate within the Partnership Framework developed by the Partnership Brokers Association when partnering with each other and with other entities who deliver health and other services to the community.

5.2 Business Principles

In their dealings with each other the Parties shall:

a. Engage in effective and regular communication.
b. Implement effective external communication strategies with members, consumers, and other key stakeholders.
c. Jointly develop activities, agreeing on the roles, responsibilities, and accountabilities, including reporting and information tools.
d. Jointly identify recommendations for sustainability, continuous improvements, and key learnings from investments.

e. Respect Parties' respective strengths and limitations.
f. Mutually commit to the Protocol.
g. Share data and other information in a variety of forms with respect to the confidentially and privacy requirements of the respective Parties.

5.3 Service Delivery Principles

In designing, delivering, and managing health services, the Parties shall commit to care that is:

a. Person/patient centred.
b. Delivered safety including culturally.
c. Delivered by the right team in the right place at the right time to the right clients.
d. High value.

6 Governance

To achieve the objectives stated in this Partnership Protocol, close collaboration and relationship meetings will take place at multiple levels of both organisations for the purpose of sharing information and progressing initiatives (attachment 1). At a minimum, the following governance arrangements will be implemented:

a. Combined Board Meetings
   - Annual Joint Meeting between the Boards to support shared strategic vision for the planning and delivery of healthcare services.

b. Joint Chief Executive Meetings
   - Responsible for providing leadership and governance to the partnership ensuring obligations are fulfilled, including adherence to legislation, promotion of joint work and removal of barriers to ensure priorities are met (Monthly or as needed)

c. Leadership Team Meetings
   - Responsible for identifying and delivering on agreed priorities, monitoring progress of agreed priorities and ensuring KPIs are met and reported to both Metro South Health and Brisbane South PHN CEOs and Boards (bi-monthly).

d. Operational Working Groups
   - Integrated collaborative teams that plan, design, and deliver on agreed priorities through identified work packages.

e. Partnership Support
   - Each Party is to nominate a key contact person for matters related to this Protocol. The named person will act as a single point of reference and coordination. Proposed initiatives and queries should be communicated to this representative prior to implementation and for the sake of resolution.
   - The key contact person will be responsible for:
     - Coordinating their Party's involvement in the Protocol.

- Ensuring proposed joint initiatives match agreed strategic direction and priorities.
- Establishing new initiatives under the Protocol and ascertaining the type of working arrangement that will support it.
- Consolidated activity reporting.

6.1 Scope and Priority of Initiatives

a. A variety of initiatives will be addressed under the Protocol ranging from funded contract arrangements through to collaborative endeavours based on the requirements of each Party's Strategic and Operational Plans.
b. A joint Workplan will be developed and delivered by the Parties and attached to this Protocol (as per Attachment 2).
c. New opportunities for joint activities may be added, as agreed in writing, and signed by both Parties, as they arise.

6.2 Endorsement and Evaluation of Initiatives

a. All initiatives undertaken between the Parties are to take place within the context of this Protocol. Activities which occur outside this process will not be formally recognised or necessarily supported.
b. Initiatives will be monitored on an ongoing basis and evaluated at least upon completion of project activity. Frequency and methods of evaluation for specific initiatives and projects will be agreed upon mutually.
c. Human research ethics committee advice and/or approval for an evaluation activity will be sought when required.
d. Results will inform improvements in service delivery, collaborative working arrangements and research outcomes as appropriate. Outcomes will be escalated via the Parties existing internal governance arrangements and jointly to relevant external entities for consideration.

6.3 Indicators of Success

a. Measuring healthcare outcomes are an essential part of health service provision. No single outcome measure is sufficient to comprehensively capture any aspect of healthcare
b. A key outcome of this Protocol is the development of Indicators of Success noting that the indicators will align to the MSH Performance and Accountability Framework and the BSPHN Performance and Outcomes Framework.
c. Indicators of Success should be Specific, Measurable, and Timely
d. Evidence that this Protocol has achieved its purpose and objectives will be demonstrated through annual reporting to the respective Boards on the outcomes achieved.
e. Individual joint initiatives/project plans will detail reporting requirements and outcome measures and will be reported in line with agreed parameters.

6.4 Dispute Resolution

The Parties agree to resolve any dispute on this Protocol in the spirit of good will and compromise. In the event a resolution or agreement cannot be reached, a mediator can be used for the purpose of reaching an agreed outcome or position between the Parties.

7 GENERAL CONSIDERATIONS

7.1 Engagement and Cooperative Arrangements

a. Incorporation of feedback derived via various engagement mechanisms and cooperative arrangements is essential in providing an inclusive and responsive health service. All joint initiatives will be informed via input from clinicians, consumer, stakeholders and community engagement. The Parties respective Clinician and Consumer Engagement Strategies shall inform engagement approaches and other requirements.

b. To ensure strong connections between the Parties with respect to consumer and clinician feedback, the BPSHN will invite MSH to provide a representative/s on its Consumer and Clinical Councils.

c. Additional informed input will be sought from cooperative arrangements with other entities as needed.

7.2 Intellectual Property

a. Intellectual Property developed as part of this Protocol will be owned by the HHS unless otherwise agreed. The HHS will grant the PHN a permanent, irrevocable, royalty-free licence to use, produce, adapt or exploit that Intellectual Property for any non-commercial purpose. For the avoidance of doubt, the ownership of Intellectual Property arising out of any initiative, activity or program arising from this Protocol but documented as a separate agreement will be separately negotiated by the parties and in such cases, any specific agreement in relation to Intellectual Property will prevail over this protocol.

7.3 Publication

a. The Parties are encouraged to publish information and/or evidence in relation to this Protocol, acknowledging the contribution of all relevant partners, stakeholders and funding contributors.

b. 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, and in accordance with the relevant parties' corporate publication protocols.

c. Subject to any requirements of confidentiality and no adverse effect on the registration of any intellectual property rights of either of the Parties, the Parties may publish papers describing any part of the research carried out as part of this Protocol, or outcomes of that research, provided that the prior written approval of the other Party is obtained. Such prior written approval must not be unreasonably withheld.

7.4 Acknowledgement and Co-Branding

a. Unless otherwise agreed, the Parties must acknowledge, in accordance with the relevant parties' corporation publication protocols, the contribution of both Parties in any form of publications, presentations, promotional material, activities, advertisements or press releases concerning matters arising under this Protocol and the joint activities contained within. This would include use of any intellectual property developed or the use of the Government logo and the branding of both Parties.

7.5 Public Reporting

a. This Protocol and any revision will be published on the website of each party for public access.
b. If one of the Parties wishes to issue media statements about a particular project or service which is the subject of this Protocol (or an appendix thereof), they are to first consult with the other party.
c. Performance outcomes associated with this Protocol will be mutually agreed and publicly reported annually.
d. MSH will provide a summary of the key issues discussed and decisions made in each Board meeting to be made publicly available, subject to the Board's obligations relating to confidentiality and privacy.

7.6 Media

a. Media statements relating to joint initiatives under this Protocol will be agreed to by both Parties prior to issue.

7.7 Separate Agreement

a. Initiatives, activities, or programs referred to in this Protocol are indicative only. Any initiative, activity or program which is intended to create legally binding obligations or financial commitments for either party will be managed under the MSH/ BSPHN Umbrella Agreement (attachment 3).

7.8 Conflict of Interest

a. A conflict of interest involves a conflict between official duties and private interests which could improperly influence the performance of official duties and responsibilities.
b. A conflict of interest may be actual, perceived, or potential. It can be pecuniary (involving financial gain or loss), or non-pecuniary (based on enmity or amity) and can arise from avoiding personal losses as well as gaining personal advantage, financial or otherwise.
c. Conflict of interest includes conflict of commitment (where an individual has multiple and incompatible public duties).
d. Both Parties are responsible for:
    - assessing their own private and personal interests and whether they conflict or have the potential to conflict;
    - disclosing and managing any actual, perceived, or potential conflicts of interest, including reviewing disclosed conflicts on at least an annual basis to ensure that the information remains correct and that the management responses continue to be appropriate and effective; and
    - not making decisions or seeking to influence the decisions of others in matters relating to an individual's private interest.

7.9 Confidentiality

Both Parties shall respect confidentiality of MSH and the BSPHN business.

8.0 IMPLEMENTING THE PROTOCOL

8.1 Implementation of the Protocol shall be driven via the governance arrangement stated in *Section 6.0 Governance* and outlined in Attachment 1.

8.2 Where viable the Parties shall provide the relevant staffing and other resourcing to support implementation of the priorities.

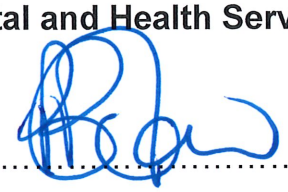
8.3 Information and data will be shared in a variety of formats with respect to the Parties confidentiality and privacy requirements.

8.4 Staff will be trained in the systems required to implement the priorities they are working on e.g. Health Pathways.

EXECUTED BY THE PARTIES

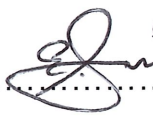
For and on behalf of Metro South Hospital and Health Service by:

Dr Peter Bristow

Health Service Chief Executive ..... 

Signature

Date ..... 28 MARCH 2022

Witnessed By: Elvin Singh ..... 

Name Signature

Date ..... 28 MARCH 2022

For and on behalf of the Brisbane South PHN Ltd by:

Mr Michael Bosel

Chief Executive ..... Michael Bosel

Signature

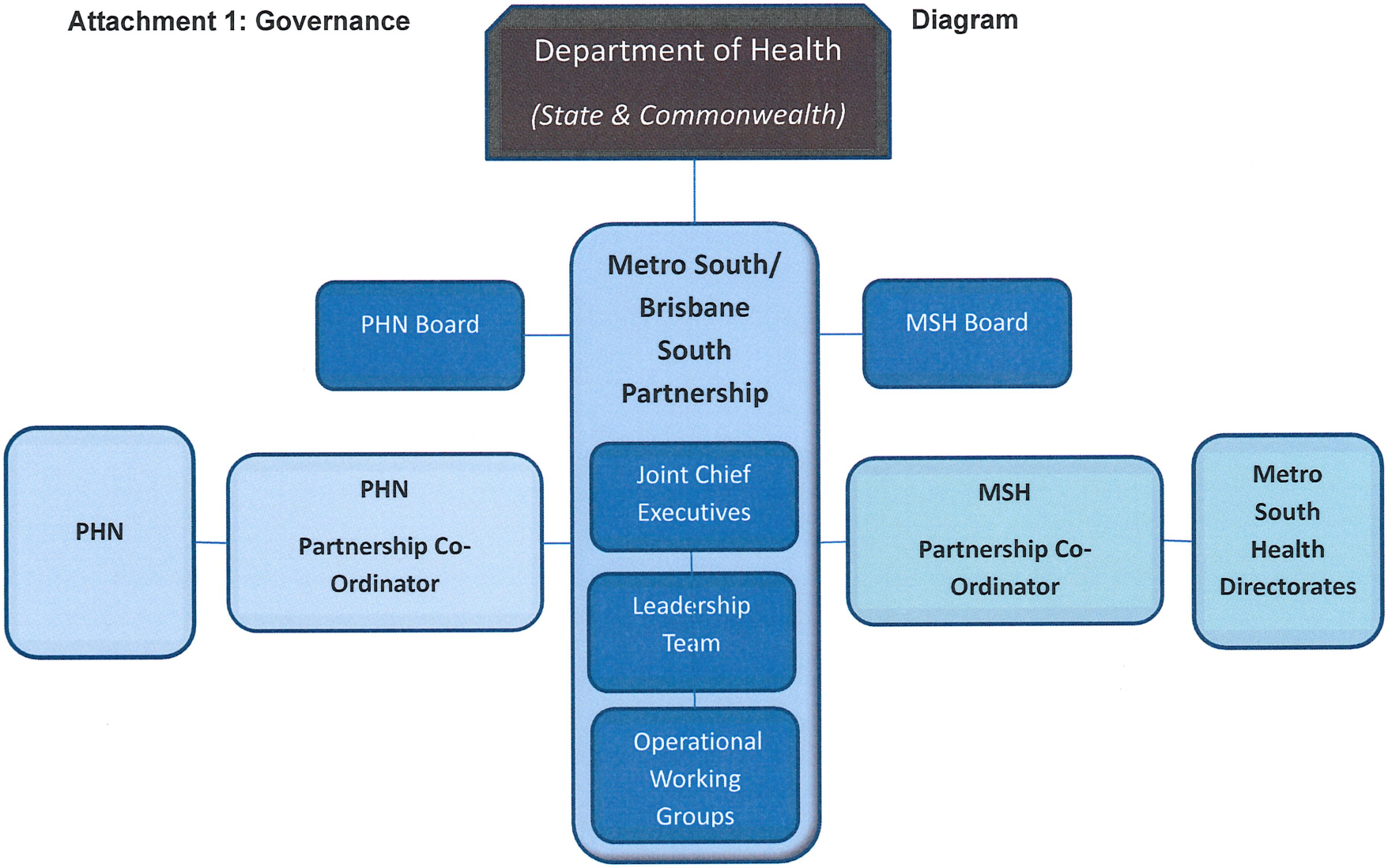
Date ..... 8 March 2022

Witnessed By: Lynette Dunn ..... LDunn .....

Name Signature

Date ..... 8 March 2022

Attachment 1: Governance Diagram



Attachment 2: Three Year Workplan (2021-24)

For the purposes of this workplan the following MSH staff shall represent MSH on the BSPHN committees noted below:

- BSPHN Clinical Council: CARE-PACT Clinical Lead, Staff Specialist Emergency Medicine
- BSPHN Community Council: Director Strategic Partnerships MSH

Priority	Organisational Lead	Work Program
Mental Health	MSH: ED Addiction and Mental Health BSPHN: Deputy CEO	• As per Mental Health Workplan
Hospital Avoidance	MSH: Director Partnerships BSPHN: GM Primary Health	• HealthPathways • GPLO Program • Smart Referrals • CPC • Connecting Care/ Integration • ED Avoidance Campaigns
Health Equity	MSH: Director Partnerships, and Director Aboriginal and Torres Strait Islander Health BSPHN: TBC	• Aboriginal and Torres Strait Islander Health • Multicultural Health • Disability • LGBTIQ+
Older Persons Health	MSH: ED Community and Oral Health BSPHN: Deputy CEO	• Older Persons Strategy
COVID Response	MSH: MSH Incident Controller BSPHN: TBC	• Vaccination • Screening • Marketing and Communication
Workforce	MSH: Director Partnerships ED Human Resources or delegate BSPHN: GM Primary Health	• Diversity • Development
Supporting Infrastructure	MSH: Director Partnerships BSPHN: TBC	• Meadowbrook Precinct • Satellite Hospitals

Attachment 3: MSH/ BSPHN Umbrella Agreement

Umbrella Agreement MSH_sig