



Hawkesbury City Council

Attachment 1
to
item 215

Memorandum of Understanding
Western Sydney Health Alliance

date of meeting: 26 November 2019
location: council chambers
time: 6:30 p.m.

DRAFT

Western Sydney Health Alliance

MEMORANDUM OF UNDERSTANDING

Drafted on 1 October 2019

FOR THE WESTERN SYDNEY HEALTH ALLIANCE BETWEEN:

Wollondilly Shire Council, Campbelltown City Council, Fairfield City Council, Penrith City Council, Blue Mountains City Council, Camden Council, Hawkesbury City Council, Liverpool City Council, South Western Sydney Local Health District, Nepean Blue Mountains Local Health District, South Western Sydney Primary Health Network, and the Nepean Blue Mountains Primary Health Network. Otherwise referred to herein as the 'parties' or 'Alliance members'.

1. INTRODUCTION

1.1 The three levels of government, led by eight local Councils and relevant health partners, have come together in partnership as part of the Western Sydney City Deal. The parties recognise that there are significant benefits to be gained through a collaborative approach to the coordination and effectiveness of health initiatives and services in the region to support the planning and design of healthier livable neighbourhoods through the Western Parkland City.

1.2 All members of the Alliance are signatories to the Western Sydney City Deal.

1.3 The Terms of Reference for the Steering Committee must align with and operate under this MOU. While the Terms of Reference for the Steering Committee may change, they must always be consistent with this MOU. The Terms of Reference are attached as an addendum to the MOU.

2. PURPOSE OF THE MOU

2.1 This Memorandum of Understanding (MOU) outlines the shared purpose, objectives, principles and priority areas that together form the basis of the Western Sydney Health Alliance (Alliance).

2.2 This MOU is intended to be an agreement that guides the work program of the Alliance over the next three years, at which time the purpose, objectives, principles and priority areas will require renewal and reassessment.

2.3 The Western Sydney City Deal, and the subsequent Alliance, is a twenty-year partnership.

2.4 Alliance anticipates that a new MOU with a new three-year term will be developed at the end of 2022, to guide longer-term work priorities and implementation for the region.

3. PURPOSE OF THE ALLIANCE

3.1 The core purpose of the Western Sydney Health Alliance is to support a healthy Western Sydney Parkland City through active collaboration, integration, influence, creativity and by taking a people-focused perspective.

- i. Collaboration:** Take advantage of opportunities to share knowledge to jointly own initiatives and achieve collaborative action between the parties.
- ii. Integration:** Horizontal and vertical integration of health and wellbeing management, prevention and partnerships to bring together medical and social perspectives to maximize health outcomes.
- iii. Influencers:** Advocate and champion outcomes that support a healthy environment in the aerotropolis and wider Western Parkland City, and support attraction of investment into the region which advances health and wellbeing outcomes.
- iv. Creativity:** Deliver creative responses to regional challenges and opportunities, and
- v. People focus:** Initiatives and solutions are designed and delivered in ways that preserve a primary focus on people and generating outcomes that affect real change

for peoples' health and wellbeing.

3.2 Through its operation, the Alliance offers the knowledge, expertise and collaborative capacity to support present and future health and wellbeing outcomes and management and control of preventable conditions in the Western Parkland City.

4. OBJECTIVES OF THE ALLIANCE

4.1 Over the term of this MOU the Alliance will:

- i. Deliver credible and measurable outcomes through its reporting to the Delivery Authority, and
- ii. Deliver projects and initiatives that are demonstrably scalable for different types of communities and regions.

4.2 The means by which the Alliance seeks to achieve its objectives are:

- i. Alignment of parties' existing work within the scope the MOU to achieve efficient and effective outcomes
- ii. To secure funding for coordinated programs and initiatives within the scope of the Alliance and the City Deal
- iii. Establish committed and engaged working groups, and
- iv. Achieve high levels of engagement with member agencies.

4.3 The Alliance will measure its success through:

- i. Progress against the milestones of an agreed work plan, which include the Implementation Plans of each working group
- ii. Increasing promotion of and public conversation about health programs, initiatives and outcomes for the Western Parkland City through use of social media and digital engagement
- iii. Ongoing stakeholder engagement and evaluation of stakeholder views and experiences of health initiatives and programs, and
- iv. An agreed evaluation framework that captures the value of outcomes generated by the Alliance.

5. PRINCIPLES OF THE WESTERN SYDNEY HEALTH ALLIANCE

5.1 The underlying principles that sustain the Alliance include:

- i. Operating under the Western Sydney City Deal
- ii. Developing programs and initiatives to achieve equitable social, health and wellbeing outcomes and which prioritise a person-focused approach to service design and delivery
- iii. Developing, managing and evaluating scalable projects through the working groups
- iv. Advancing place-based projects, both local and regional
- v. Taking a systems approach to solving public health issues
- vi. Addressing environmental (built and natural) and cultural factors influencing health and wellbeing outcomes
- vii. Addressing future considerations such as growth, technology such as AI, Telehealth, and public education around these changes, and

- viii. Producing innovative responses that can be measured and reported.

6. GOVERNANCE OF THE ALLIANCE STEERING COMMITTEE

6.1 All members of the Alliance sit on the Steering Committee and are signatories to the Western Sydney City Deal.

6.2 The Chair of the Alliance will be drawn from one of the local councils represented on the Steering Committee. A decision about the Chair will be made annually in September by members of the Alliance. The Chair will rotate between Councils that are members of the Alliance.

6.3 The Alliance Steering Committee will meet on the first Tuesday of each month, unless otherwise agreed.

6.4 Each member of the Alliance has one vote on the Steering Committee.

6.5 The Secretariat of the Alliance will be decided on an annual basis and will be provided by local government and deliver the functions specified in the Terms of Reference. The role of secretariat will support and align with any project management role that is employed by the Alliance.

6.6 Decision making:

6.6.1 All decisions by the Steering Committee will in the first instance be made by consensus, including appointment of the Chair.

6.6.2 If consensus cannot be reached a majority vote of Alliance members will be exercised.

6.6.3 Where a majority vote is required, the Chair will have a casting vote.

6.7 Appointment of Associate members of the Alliance:

6.7.1 A maximum of two NGO partners at any one time may be appointed to the Steering Committee.

6.7.2 Associate members provide in-kind support and advice to the Steering Committee and may participate in Alliance working groups.

6.7.3 Associate members do not have voting rights.

6.8 Each member organisation of the Alliance will provide a financial contribution of at least \$10,000 annually, either in cash or in-kind, with an annual review held in September.

6.9 The relationship between the Steering Committee and the working groups will be demonstrated through the following:

- i. Each working group will provide each October an annual work plan for review and

- endorsement by the Steering Committee
- ii. Working groups will provide a quarterly report to the Steering Committee and additional information upon request
- iii. The quarterly reports will align with, and form part of, the regular City Deal reporting
- iv. The Lead officer of each working group is required to attend the Steering Committee and may be an organisation's representative on the Steering Committee
- v. Only the Steering Committee has the right to make funding decisions in relation to working group activities, and

6.10 Managing probity:

6.10.1 Each member of the Alliance is bound by their own organisation's code of conduct.

6. 10.2 The parties must at all times be conscious of their roles and responsibilities. Where a party's role under this MOU creates an actual or perceived probity risk, the parties must make all reasonable efforts, whether by amendment of the MOU or otherwise, to resolve the risk as soon as reasonably practicable and to the satisfaction of the parties.

6.10.3 If the parties' efforts cannot resolve the probity risk, the Steering Committee may by written notice to all parties via the Chair, terminate this MOU. This course of action is subject to the decision-making protocols agreed in this MOU.

6.10.4 All parties also acknowledge the risks associated with direct commercial negotiations. As a result, the parties will at all times adhere to the ICAC's *Guidelines for managing risks in direct negotiations*.

6.11 Dispute resolution: The Alliance is committed to resolving disputes between the parties in a non-arbitrary manner. A relationship framework will be developed and formally approved by the participant local councils. Alliance members are also bound by of their own organisations' respective codes of conduct.

6.12 Intellectual Property will be determined with regard to conditions imposed by the funding source and considering the following:

6.12.1 Pre-existing Intellectual Property

Each party will retain exclusive interest in and ownership of its Intellectual Property existing prior to this agreement or developed outside the scope of this agreement.

6.12.2 Jointly Developed Intellectual Property

In the event that the parties jointly develop Intellectual Property, the parties shall engage in good faith negotiations to establish their respective rights. If the parties cannot agree on the respective rights applying to jointly developed property, each

party will have equal ownership and rights in such Intellectual Property, without further obligation and without a duty to account to the other party.

6.13 Confidentiality and Privacy All discussions at the Steering Committee and communications and documents related to the Steering Committee's function should be treated as confidential. All Alliance members further agree that they will cooperate to uphold respective privacy obligations at law.

7. STATUS OF THIS DOCUMENT

7.1 This document is a statement of intent only and is not intended to operate as a binding legal document on the parties or to create legal relationships between them.

7.2 This document may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

7.3 It is anticipated that this document will be updated or replaced at three years from the date of signing to reflect a renewed purpose and program of work.

7.4 This MOU may be terminated by majority vote of Alliance members.

7.5 Associate members may leave the Alliance if they so choose or by decision of the parties. In this case, Associate members will not be reimbursed or compensated for any funds or in-kind contribution allocated to the Alliance.

7.6 Alliance members must withdraw from the MOU if they cease to be a member of the City Deal. Such an occurrence is subject to the governance of the City Deals Delivery Office.

7.7 Alliance members are not able to withdraw from the MOU unless they also withdraw from the City Deal.

7.8 Alliance members will not be reimbursed or compensated for any funds or in-kind contribution allocated to the Alliance.

8. COMMUNICATION

8.1 Information shared within the Alliance shall be considered confidential unless released by the owner of the information for public distribution or agreed for public release by the Steering Committee.

8.2 All communications on behalf of the Alliance Steering Committee require the consent of each partner. Where consensus cannot be reached, a majority approval will be required, with the Chair providing a casting approval.

8.3 The authorised spokesperson for the Alliance in the first instance is the Chair of the

Steering Committee. In the absence of the Chair another member of the Alliance may act as spokesperson as agreed by the Steering Committee.

8.4 Representation of the Alliance at meetings with Mayors, Ministers or senior government officers (Secretary or Deputy Secretary level) requires the:


- i. Presence of representatives from a minimum of 3 Alliance members
- ii. Main Alliance contact for the meeting to circulate information to all members prior to the meeting that includes the purpose of the meeting, and
- iii. Main Alliance contact for the meeting to circulate the outcome of the meeting, in writing, to all Alliance members.







9. WORK PLAN

9.1 Over the three year term of this MOU the Steering Committee will:

- i. Develop an Alliance work plan that reflects the Implementation Plans of each of the working groups:
 - Livability and connections
 - Getting people active
 - Access to services, andPromoting healthy food access and choice
- ii. Develop and adopt a framework for how Health Opportunity Assessments can be applied to project's in the Western Parkland City through the City Deal
- iii. Develop a Health Impact Assessment for the Western Parkland City in relation to a major City Deal project such as the Common Planning Assumptions and Engineering Standards or other agreed project
- iv. Undertake Primary Health modelling to determine the future requirements of the health workforce in the Western Parkland City and to establish baseline health workforce data
- v. Design and deliver an annual stakeholder engagement survey for internal and external stakeholders, and
- vi. Report on the progress of initiatives being delivered by each working group to the City Deals Delivery Office, against common metrics.

Western Sydney Health Alliance signatories

		
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