



MEMORANDUM OF UNDERSTANDING

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Between

Aged Care Quality and Safety Commission

ABN 80 246 994 451

and

Older Persons Advocacy Network

ABN 81 618 261 859

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MEMORANDUM OF UNDERSTANDING – GENERAL AGREEMENT

1. PARTIES

This MOU is made between:

A. Aged Care Quality and Safety Commission (Commission)

ABN 80 246 994 451

PO Box 773 Parramatta NSW 2124

B. Older Persons Advocacy Network (OPAN)

ABN 81 618 261 859

The Commission and OPAN may be referred to as a 'Party' or 'the Parties' in this MOU.

2. DATE OF COMMENCEMENT

- 2.1. This Memorandum of Understanding (MOU) commences on the day that it is signed by both Parties.

3. CONTEXT

3.1. Introduction

- 3.1.1. The Commission and OPAN have roles and responsibilities in relation to aged care service delivery. These roles and responsibilities include informing and educating consumers, and the aged care sector, to promote effective complaints handling and support consumer rights.
- 3.1.2. The primary role of the Commission is to protect and enhance the safety, health, well-being and quality of life of people receiving aged care.
- 3.1.3. The roles of the Commission are governed by a range of legislation including the *Aged Care Act 1997* (Cth) ('Aged Care Act'), the *Aged Care Quality and Safety Commission Act 2018* (Cth) ('Commission Act') and associated legislative rules and instruments.
- 3.1.4. OPAN is funded by the Australian Government Department of Health to deliver the National Aged Care Advocacy Program (the Program) and aims to provide a national voice for aged care advocacy and promote excellence and national consistency in the delivery of advocacy services under the Program.
- 3.1.5. OPAN's Service Delivery Organisations (SDOs) are individual advocacy services which support older people across the nation to raise their service and system-related concerns while navigating the many reforms occurring within the aged care sector. OPAN has consulted with its SDOs in the preparation of this MOU and is party to it on their behalf.
- 3.1.6. The Commission and OPAN agree that they share functions relating to consumers of Commonwealth funded aged care, and subsequent consumer advocacy, and agree to operate under applicable administrative arrangements.
- 3.1.7. The Commission and OPAN further agree that this MOU builds on informal arrangements which commenced in 2019 and resulted in liaison and information exchanges between the parties.

3.2. Objectives

- 3.2.1. The key objective of the MOU is to support ongoing mutual engagement between the Commission and OPAN.
- 3.2.2. The following objectives will be achieved through the operation of this MOU:
- to clarify and enhance the relationship between the Commission and OPAN and their respective roles and responsibilities;
 - to encourage and facilitate information exchange as and when appropriate;
 - to establish processes (including agreed promotion and education activities) which support the Commission, OPAN and its SDOs to undertake their respective functions; and
 - to support regular engagement and liaison between the Commission and OPAN and SDOs at the appropriate levels.

3.3. Structure of MOU

- 3.3.1. This MOU consists of:
- a. The **General Agreement** which includes the objectives of the MOU, the principles that govern its operation, as well as arrangements for management of the MOU.
 - b. **Addendum A** which contains a schedule (or schedules) to the General Agreement (Schedules) which form part of the MOU and support particular functions and responsibilities of the Parties.

3.4. Not legally binding

- 3.4.1. The Parties agree that this MOU is not intended to create legal obligations between them, and that its sole purpose is to set out the basis upon which the linked functions and responsibilities of the Parties will be performed. However, the Parties will act and cooperate in good faith in accordance with the terms of this MOU.
- 3.4.2. Nothing in this MOU affects each party's existing obligations to comply with applicable Commonwealth, State or Territory policies and legislation.

3.5. No partnership

- 3.5.1. Nothing in this MOU makes either party a partner or agent of the other party nor does either party have the power or authority to bind the other party.

4. ROLES AND RESPONSIBILITIES

4.1. The Commission and OPAN

- 4.1.1. The Australian Government is the primary funder and regulator of aged care in Australia.
- 4.1.2. The Commission and OPAN both have roles and responsibilities with regard to:
- information provision and education for consumers who receive services through Commonwealth-funded aged care;
 - supporting consumers regarding adverse events (such as emergency and catastrophic events) and high profile and sensitive events; and

- assisting consumers to resolve concerns about Commonwealth-funded aged care services.

4.2. **Commission**

4.2.1. The Commission is an independent statutory agency established under the Commission Act.

4.2.2. A number of functions are conferred on the Commissioner including:

- protecting and enhancing the safety, health, well-being and quality of life of aged care consumers;
- approving providers of aged care;
- imposing sanctions on approved providers and lifting sanctions;
- ensuring compliance with the aged care responsibilities of approved providers and provisions of the Commission Act and the Aged Care Act;
- promoting the provision of quality care and services by approved providers of aged care services and service providers of Commonwealth-funded aged care services; and
- consumer engagement, complaints, regulatory and education functions.

4.3. **OPAN**

4.3.1. OPAN is the peak body for individual aged care advocacy support in Australia.

4.3.2. OPAN is a national network of nine state and territory SDOs that deliver advocacy, information and education services to older people in metropolitan, regional, rural and remote Australia.

4.3.3. OPAN services support older people and their representatives to effectively access and interact with Commonwealth-funded aged care services to address their issues and have their rights protected.

5. **GENERAL AGREEMENT PRINCIPLES**

5.1. **Relationship Principles**

5.1.1. The key objective of this MOU is to support the Commission and OPAN to undertake their linked functions and their respective roles and responsibilities.

5.1.2. The Commission and OPAN agree to:

- share information and insights about trends and issues in the aged care sector;
- work together to promote consumer awareness, confidence and access to advocacy and complaints resolution services provided by OPAN and the Commission;
- cooperate to support resolution of complaints and ensure that consumers have access to advocates during management of incidents and compliance action in aged care services;
- work in partnership during major incidents and sensitive events to support consumers and their families;

- provide a channel for consumer input into Commission programs and resources, and share data and relevant regulatory intelligence where possible and reasonable to inform each other's work.
- 5.1.3 This MOU is not intended to affect the ability of each Party to perform its specific responsibilities or to prohibit either Party from developing or entering into further agreements with each other or other organisations in relation to the aged care sector or matters outside the scope of this MOU.

6. COMMUNICATION AND COLLABORATION

6.1. Communication

- 6.1.1. The MOU supports timely and ongoing communication between the Commission and OPAN to optimise consumer outcomes.
- 6.1.2. A national approach will be taken to strategic engagement and communication between the Commission, OPAN and its SDOs. Each organisation will be responsible for contributing to the agenda for any meetings and disseminating the outcomes across their organisations.
- 6.1.3. Communication between organisations will occur:
- nationally at a strategic level to discuss issues, exchange information of mutual interest and report on trends and emerging issues (three meetings per year, or as required);
 - at the regional, State or Territory level with OPAN SDOs to discuss emerging issues and trends in complaints, and to otherwise facilitate, engagement and information exchange (quarterly, or as required); and
 - operationally as required to facilitate immediate exchange of information and resolution of complaints to support consumers and their representatives.

6.2. Data and Information Exchange

- 6.2.1. The Commission and OPAN agree to maintain data and information exchange to support both organisations to undertake their responsibilities where this is operationally necessary and reasonable and within legislative requirements with regard to disclosure of protected information and personal information (for example, legislative requirements under the Commission Act and *Privacy Act 1988* (Cth)).
- 6.2.2. The Commission and OPAN will look for opportunities to work to develop protocols and processes to streamline referrals and information exchange between the two organisations. Without limiting what may be included in the protocols, they may contain information management procedures, and processes for sharing the analysis of systemic issues, to inform joint or separate communications in support of consumers.
- 6.2.3. Data and information exchange will be consistent with the applicable laws or policies pertaining to information-handling, secrecy, confidentiality and privacy.
- 6.2.4. Where either party is, or becomes, aware of a conflict of interest or a reason not to disclose information, they will advise each other of this issue.

7. MOU MANAGEMENT

7.1. Schedules

- 7.1.1. Addendum A contains the Schedules.
- 7.1.2. The Schedules support particular functions regarding complaints management and information sharing between the Commission and OPAN.
- 7.1.3. Existing Schedules may be amended and additional Schedules can be developed and mutually agreed in writing and signed by the Commission and OPAN, following advice and agreement from the MOU Managers (the MOU Managers are specified at clause 7.6.3).
- 7.1.4. The Schedules will be reviewed by the Parties in conjunction with any review of the MOU.

7.2. Term of MOU

- 7.2.1. The MOU comes into effect when it is signed by the Commission and OPAN.
- 7.2.2. The MOU will remain in effect for a maximum period of three years. The MOU may come to end sooner if terminated (see clause 7.5.1) or a new MOU is made between the Parties.

7.3. Variation and Review

- 7.3.1. The MOU is subject to changes in response to operational requirements and strategic needs at any given time, with the written and signed agreement of both Parties.
- 7.3.2. The MOU will be formally reviewed every three years or sooner at the request of either organisation. Any variation to the MOU arising from a review will be done in accordance with this clause.
- 7.3.3. Variations to the MOU (including the creation or variation of a Schedule) may be made through agreement between the Parties in writing, documenting the variation, and signed by the Commission at Executive Director level (or above) and OPAN at CEO level.
- 7.3.4. Any variation to, or creation of, a Schedule is to have considered any risk, impact or change, which may affect the General Agreement or any other Schedule.
- 7.3.5. When requested, the parties will provide each other with the contact details of individuals from time to time occupying positions listed in the Schedule or representing SDOs listed in the Schedule.

7.4. Issues Resolution

- 7.4.1. Early and constructive resolution of issues is expected between staff within the Commission and OPAN. If the issue cannot be resolved effectively and efficiently, it will be escalated by taking the following steps:
 - issues should, wherever possible, be resolved at the local level between relevant Directors within the Commission and OPAN officers. These parties will discuss the matter to resolve the issue;

- where the issue is appropriate for discussion in a relevant State/Territory or National Level meeting, such a governance forum could be considered as a mechanism for constructive problem solving; and
- if the matter remains unresolved, it is to be referred to a relevant Executive Director of the Commission and equivalent level of OPAN, if appropriate.

7.4.2 Each Party will make an appropriate record of any issues that may pose significant risk and the corresponding resolution.

7.5. **Termination by notice**

7.5.1 This MOU may be terminated at any time by mutual agreement or by either Party giving the other Party 30 days written notice.

7.6. **Key Contacts**

7.6.1 The MOU Managers for the Commission and OPAN will be the primary point of contact in relation to matters for this MOU.

7.6.2 The Commission's MOU Manager is:

Sally Ross

Executive Director

02 8366 3705

7.6.3 OPAN's MOU Manager is:

Craig Gear

Chief Executive Officer

0410 695 659

7.6.4 Either Party may change its MOU Manager by giving written notice to the other Party.

Signed as a Memorandum of Understanding

Signatures

SIGNED for and on behalf of
Aged Care Quality and Safety
Commission
ABN: 80 246 994 451 by:

Janet Anderson, Aged Care
Quality and Safety Commissioner

J. M. Anderson
Signature

31-8-21

In the presence of:

Renee Ruhen
Name of witness

[Signature]
Signature of witness

SIGNED for and on behalf of
Older Persons Advocacy Network
ABN: 81 618 261 859 by:

Craig Gear, Chief Executive
Officer, Older Persons Advocacy
Network

[Signature]
Signature

In the presence of:

Amanda Beezley

Name of witness

A. Beezley
Signature of witness

Schedules

Schedule 1: Key Contacts

Aged Care Quality and Safety Commission

Sally Ross
Executive Director, Intake and Complaints Resolution Group
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Commission Regional Intake and Complaints Resolution Directors

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08 8432 1503 / 0419 274 676

Older Persons Advocacy Network

Craig Gear
Chief Executive Officer
0410 695 659

OPAN Service Delivery Organisations

Service Name	Region	Contact details
Senior Rights Service	NSW	1800 424 079 info@seniorsrightsservice.org.au
Elder Rights Advocacy	VIC	1800 700 600 era@era.asn.au
Aged and Disability Advocacy Australia	QLD	1800 818 338 info@adaaustralia.com.au
Advocare	WA	1800 655 566 rights@advocare.org.au
Aged Rights Advocacy Service	SA	1800 700 600 aras@agedrights.asn.au
Advocacy Tasmania	TAS	1800 005131 contact@yoursaytas.org
ACT Disability Aged and Carers Advocacy Service	ACT	02 6242 5060 adacas@adacas.org.au
Darwin Community Legal Service	NT Top End	1800 812 953 rachael@dcls.org.au
CatholicCare NT	NT Central	(08) 8958 2400 alicesprings@catholiccarent.org.au