



## **MEMORANDUM OF UNDERSTANDING**

### **COOPERATION TO IMPROVE PACIFIC HEALTH OUTCOMES**

Between **TE AWAKAIRANGI HEALTH NETWORK**

and **PACIFIC HEALTH SERVICES (HUTT VALLEY)**

(together referred to as the **Parties**).

#### **1. PURPOSE**

The purpose of this Memorandum of Understanding (MoU) is to set out the intentions of the parties to work together collaboratively and openly, to improve health outcomes for the Pacific people of the Hutt Valley. It documents how the parties will work together towards this goal.

#### **2. BACKGROUND**

- 2.1 Pacific Health Services (Hutt Valley) and Te Awakairangi Health Network have worked together on a range of programme and projects over the past five years, with a strong focus on health promotion and healthy lifestyles. We partnered together to implement Pasifika Choice, an innovative programme assisting Pacific families to lay the foundations for healthy lives and reduce obesity in children and their aiga. We have also worked together to successfully implement the first cluster of Faith Led project in Wainuiomata.
- 2.2 Both parties now wish to strengthen the working relationships between our organisations, and to identify and implement a wider range of shared initiatives aimed at improving the health of Pacific people in the Hutt Valley.

#### **3. RELATIONSHIP PRINCIPLES**

- 3.1 The following values will guide the Parties to meet the objectives of the MoU:
  - a) valuing people – the Parties will put our people and patients at the centre of all our activities;
  - b) equity – the Parties will strive to achieve equitable outcomes for Pacific people and communities;
  - c) innovation – the Parties will build on their success and encourage new approaches and creative solutions to achieve positive outcomes for communities and consumers of health and disability services;
  - d) integrity – the Parties will act towards each other honestly and in good faith;
  - e) open communication – the Parties will listen, talk and engage with each other openly and promptly including clear and timely written communication;
  - f) valuing our relationship – the Parties will work in a co-operative and constructive manner recognising each other's viewpoints and respecting each other's differences;
  - g) accountability – the Parties will each recognise the accountabilities that each member has to its respective and mutual clients and stakeholders.

#### **4. GOALS OF THE RELATIONSHIP**

4.1 The goals of the relationship are to:

- a) Enhance collaboration across the Parties
- b) Improve health literacy among the Pacific population, and enhance the ability of Pacific patients and their aiga to manage their own care
- c) Improve the patient experience of care across the primary health care system
- d) Improve patient and population health outcomes for Pacific people in the Hutt Valley
- e) Reduce inequalities in access and outcomes for Pacific people in the Hutt Valley
- f) Enhance the effectiveness of the Parties by shared work to
  - i. Improve health needs assessment and data matching
  - ii. Improve service quality across our two organisations
  - iii. Improve culturally appropriate services across primary health care settings
  - iv. Evaluate acceptability and impact of our services (RBA)
  - v. Grow and develop the Pacific workforce
  - vi. Support the development of culturally relevant competencies
  - vii. Improve back-office systems (procurement, IT, human resources and related services).

[see Appendix 1 for the 2018 draft work programme].

#### **5. ROLES AND RESPONSIBILITIES OF THE PARTIES**

5.1 The Boards of the Parties will meet annually to reflect on the relationship, to review the progress that has been achieved, and to set goals and objectives for future.

5.2 The management and staff of the Parties will:

- a) Agree operational priorities arising from the partnership and develop an annual work programme to support these, for the approval of their Boards;
- b) Establish a team based approach, each contributing skilled people to the initiatives agreed in the work programme;
- c) Promote a learning culture where team members are encouraged to impart their knowledge to each other for mutual benefit;
- d) Report six monthly on progress to their Boards.

5.3 The Parties will work collaboratively in good faith to achieve the purpose and goals of the MoU.

#### **6. NATURE OF PARTNERSHIP**

6.1 The Parties acknowledge and agree that

- a) Nothing in this MoU is to be construed as establishing a contract of employment between the parties or between one of the parties and any employee of the other party;
- b) Nothing in this MoU is to be construed as a contract to provide services other than what is set out under Responsibilities and Warranties.

#### **7. WARRANTIES**

7.1 The Parties agree that:

- a) Responsibilities set out in this MoU will be carried out in an efficient, proper and professional manner.
- b) Duties and responsibilities under this MoU will be carried out in accordance with any applicable rules or laws.

## **8. TERM**

- 8.1 The term of this Memorandum shall be from the date the Parties sign this Memorandum until terminated in accordance with the termination section below.

## **9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

- 9.1 Each Party will:

- (a) Keep the Confidential Information confidential at all times;
- (b) Not disclose any Confidential Information to any person other than its employees or third parties to whom disclosure is necessary for the purposes of carrying out its functions;
- (c) Effect and maintain adequate security measures to safeguard the Confidential Information from access or use by unauthorised persons; and
- (d) Ensure that any employees or third parties to whom it discloses Confidential Information are aware of, and comply with, the provisions of this paragraph 9.1.

- 9.2 The obligations of confidentiality in paragraph 12.1 do not apply to any disclosure of Confidential Information:

- (a) Required by law;
- (b) To the extent that such disclosure is necessary for the purposes of carrying out the functions of the Parties; or
- (c) Where such information has become public other than through a breach of the obligation of confidentiality in this paragraph 12 by one of the Parties, or its employees or authorised third parties, or was disclosed to one of the Parties on a non-confidential basis by another person.

- 9.3 Any intellectual property that is shared by both or used by one of the Parties during the course of this agreement remains the property of the original owner unless otherwise expressed in this agreement. Both Parties will ensure that it, or said staff member/s, will not use any intellectual property that belongs to both Parties for any purpose other than that set out in this Memorandum.

## **10. CONFLICT OF INTEREST**

- 10.1 Each Party (including its employees and agents) will use its best endeavours to avoid conflicts of interest, which include situations that could compromise the other Party's integrity.

- 10.2 Each Party must advise the other Party in writing of any actual or potential conflict of interest that might arise in the performance of the relevant Party's obligations and assist the other Party to address or avoid or mitigate that conflict of interest.

## **11. TERMINATION**

- 11.1 If either Party wishes to vary the terms of this Memorandum, they will give 3 months' notice in writing of the intention to vary.

- 11.2 If either Party wishes to terminate the terms of this Memorandum, they will give 6 months' notice in writing of the intention to terminate.

## **12. DISPUTE RESOLUTION**

If any dispute arises in respect of this Memorandum, the Representatives of the Parties will work together to resolve the matter as soon as possible. Every effort will be made to resolve disputes at the lowest level

as they arise. If a dispute cannot be resolved by the Representatives, it will be escalated to the Chairs of the Boards of the Parties. If the dispute remains unresolved, external mediation will be engaged.

### **13. CHANGES TO MEMORANDUM**

Any changes to this Memorandum must be made in writing, agreed by the Parties and signed by persons authorised to do so on behalf of each of the Parties and such changes shall be attached to and form part of this Memorandum.

### **14. DEFINITIONS**

In this Memorandum, the following terms have the following meanings, unless the context requires otherwise:

"**Confidential Information**" means all information (regardless of the form of disclosure or medium of storage) relating to the Parties or this Memorandum which might reasonably be expected by any member of the Parties to be confidential in nature;

"**Parties**" means the parties to this Memorandum of Understanding, as described on page 1;

"**Memorandum of Understanding**" or "**Memorandum**" means this memorandum of understanding.

### **15. REPRESENTATIVES**

#### **Te Awakairangi Health Network**

Bridget Allan, Chief Executive  
Level 4, 330 High Street  
PO Box 44-125  
Lower Hutt 5040

#### **Pacific Health Services (Hutt Valley)**

Nanai Mua'au Chief Executive  
Pacific Health Service Hutt Valley  
PO Box 35 027  
Naenae  
Lower Hutt

**EXECUTED AS A MEMORANDUM OF UNDERSTANDING**

**Signed** for and on behalf of )  
**TE AWAKAIRANGI HEALTH**  
**NETWORK** by: )  
**Joe Asghar**  
**Chair**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Print Title

**Signed** for and on behalf of )  
**PACIFIC HEALTH SERVICES**  
**(HUTT VALLEY)** by: )  
**Reverend Vaegaau (Au) Liko**  
**Chair**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Print Title