

**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

THE DEPARTMENT OF HEALTH (VICTORIA)

AND

MUNICIPAL ASSOCIATION OF VICTOIRA

2022 – 2025

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MoU)

Made on the _____ day of _____ 2022

BETWEEN

THE STATE OF VICTORIA AS REPRESENTED BY THE DEPARTMENT OF HEALTH (VICTORIA) (ABN 74 410 330 756) of 50 Lonsdale Street Melbourne, Victoria 3000 (**the Department**)

AND

MUNICIPAL ASSOCIATION OF VICTORIA as a signatory on behalf of local government (**ABN 24 236 561 315**) of 60 Collins Street, Melbourne Victoria 3000 (MAV)

(collectively the **Parties**)

PREAMBLE

- A** The Department of Health (DH) and the Municipal Association of Victoria (MAV) acknowledge a shared commitment for the delivery of high quality and safe maternal and child health services to support the health and wellbeing of Victorian families and children.
- B** This Memorandum of Understanding (MOU) is between DH and the MAV on behalf of local government Maternal and Child Health (MCH) services in Victoria.
- C** Parties to this MOU are committed to working in the spirit of shared responsibility and partnership, and acknowledge that high quality and safe MCH services are achieved by:
 - a. positive working relationships underpinned by mutual trust and respect;
 - b. open communication and shared planning for delivery, monitoring, review and improvement of MCH services;
 - c. a clear and shared understanding of roles, responsibilities, funding arrangements, financial arrangements, and accountabilities at all levels
 - d. a commitment to continuous evidenced based policy and program improvement.
- D** The MOU supports related agreements between the parties including the Victorian State-Local Government Agreement 2014 and the Partnership Agreement between DHHS and MAV 2018-23 and Supporting Children and Families in the Early Years; A Compact between DET, DHHS and local government (represented by MAV) 2017-2027.
- E** This MOU acknowledges that universal MCH services are supported by a shared contribution by state and local government, and that DH funding is provided to support a MAV MCH Policy Adviser position.
- F** This MOU acknowledges that service agreements, renewed annually, provide the detailed funding and performance requirements between DH and MAV.

RECORDS the following:

1. Parties and Roles

In this MOU, unless the contrary intention appears, the following definitions of the parties and associated roles will apply:

Department of Health (DH)

The Department of Health delivers policies, programs and services that support and enhance the health and wellbeing of all Victorians. The department has a number of administrative offices including Safer Care Victoria, which includes the Office of the Clinical Chiefs incorporating the Principal Maternal and Child Health Nurse Advisor

Local Government Maternal and Child Health (MCH) Services

MCH services are funded by DH and delivered directly by or on behalf of local government.

Local Government has a statutory and social responsibility for planning for its local community. It supports the health and wellbeing of Victorian children and families through determining policy at a local level. It takes a place-based approach to planning, funding, and infrastructure, as well as the coordination and delivery of services for children and families.

Councils are responsible for the delivery and monitoring of the universal and enhanced MCH Service either through direct service delivery or by contracting the service. MCH Nurses, and other health/early years professionals, are directly employed by the council and they operate under the control of the council or the organisations to which councils' contract.

Municipal Association of Victoria (MAV)

The Municipal Association of Victoria has the statutory responsibility to promote the interests of local government and represents all councils, including local government's contribution to the state-wide policy direction for the MCH Service.

2. PURPOSE

The purpose of this MOU is to agree the following shared MCH program principles underpin service delivery:

- Universal access
- Victorian Aboriginal communities' cultural safety
- Equitable and inclusive
- Diversity responsiveness
- Health promotion, prevention, and early intervention
- Collaboration and partnerships
- Quality and safety
- Evidence informed

- Reflective practice and continuous improvement
- outline the partnership principles for the delivery of high quality and safe MCH services
- agree that a shared and transparent cost methodology will be established to determine the cost of universal MCH service delivery.

3. PRINCIPLES OF WORKING TOGETHER

The following guiding principles and behaviours will underpin the partnership between the parties to this MOU:

- 1) A **relationship** built on partnership and trust that celebrates success and addresses challenges for the delivery of high quality and safe MCH services.
- 2) **Engage** in a timely, cooperative, and meaningful consultation on the development of policies which affect the other party and agree to negotiate on issues of mutual concern.
- 3) **Respect and understanding** for each party's autonomy, specific legislative and electoral mandates and responsibilities
- 4) **Collaboration** and shared responsibility regarding priority issues of mutual benefit or concern which will inform the parties respective resource allocation decisions
- 5) **Open communication** on decisions by one party that will impact on the other and a commitment to provide clear and constructive feedback to support respective and productive working relationships.
- 6) **Transparency and Accountability** through appropriate information and data sharing to inform strategic and program/service planning
- 7) **Joint leadership** including shared agenda setting and participation on common governance structures.

4. Governance

The parties commit to:

- 1) Supporting the principles of the VSLGA 2014, the Partnership Agreement between DHHS and MAV 2018-2023 and the Early Years Compact between Det, DHHS and local government (represented by MAV) 2017-2027
- 2) meeting regularly and maintain a relationship guided by the shared principles.
- 3) participating in shared governance structures that support the MOU principles and shared vision.

5. TERM OF MOU

This MoU shall commence on 1 January 2022 through to 30 June 2025, unless terminated earlier by either Party giving written notice of termination. After this period, the Parties may enter a further MoU upon terms and conditions mutually acceptable to both parties.

6. NON-BINDING

This MOU does not create a legal partnership or joint venture between the parties and neither of the parties can commit the others financially, or otherwise, to third parties.

This MOU is not intended to create legal relations or constitute a legally binding agreement between the parties but is intended to support positive working relationships between the parties and expresses the goodwill and intentions of the Parties towards one another.

7. FORMALISING AGREEMENTS

Any agreement for cooperation in relation to specific activities will be documented in separate and formal agreements negotiated and executed by the Parties to this MoU in accordance with their respective policies and procedures.

8. VARIATION OR AMENDMENT

No variation or amendment of this MoU is binding unless it is agreed in writing between the Parties.

9. COUNTERPARTS

This MoU may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

10. COSTS

Each Party will pay its own legal costs and other expenses for and incidental to the preparation, negotiation and completion of this MoU.

11. TIME TO ACT

If the time for a Party to do something is not specified in this MoU, the Party will do what is required within a reasonable time.

12. COMPLIANCE WITH LAWS

Each Party must comply with all Laws affecting this MoU.

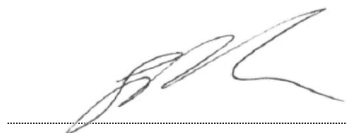
13. APPLICABLE LAW

The laws of the State of Victoria govern this MoU.

EXECUTED as a Memorandum of Understanding

Signature for Municipal Association of Victoria

SIGNED for **MUNICIPAL ASSOCIATION OF VICTORIA** in the presence of



Signature of witness

GRETTA ROSA

Name of witness (print)

EXECUTIVE ASSISTANT TO CEO & PRESIDENT

Position

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)
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Signature

KERRY THOMPSON

Name (print)

CHIEF EXECUTIVE OFFICER

Position (print)

24 FEBRUARY 2022

Date signed

Signature for Department of Health

SIGNED for **THE STATE OF VICTORIA AS REPRESENTED BY THE DEPARTMENT OF HEALTH** in the presence of



Signature of witness

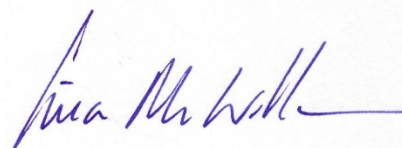
VICTOR VELLA

Name of witness (print)

EXECUTIVE BRIEFING OFFICER

Position

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)
)



Signature

PROFESSOR EUAN M WALLACE AM

Name (print).

SECRETARY

Position (print)

27 JANUARY 2022

Date signed