

Memorandum of Understanding

Murdoch Community Hospice

St John of God Health Care Inc (**SJGHC**)

Murdoch Community Hospice Inc (**MCH**)

Memorandum of Understanding

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Details

Date

The

14th

~~31st~~

day of

September
~~October~~

2005

B.D.
O.K.



M/S

Parties

Name **St John of God Health Care Inc** ARBN 051 960 911
ABN 21 930 207 958
Short form name **SJGHC**
Notice details 2nd Floor, 12 Kings Park Road, West Perth, Western Australia

ARN 66 012 878 629

WESTERN AUSTRALIA STAMP DUTY

27/09/05 13:57

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DUP \$ ***** 5.00

O/S \$ *****20.00

Name **Murdoch Community Hospice Inc**
ABN 50 959 430 648
Short form name **MCH**
Notice details 100 Murdoch Drive, Murdoch, Western Australia

Background

A MCH has established and operates a Community Hospice providing coordinated inpatient and outpatient specialist palliative care for patients and their families, at its premises at 100 Murdoch Drive, Murdoch.

MCH defines its Specialist Palliative care program as a model of care that is coordinated, integrated and patient focussed, and includes respite and supportive services to carers. MCH's model of care is based on the Palliative Care Standards published by the Council of Palliative Care Australia. The Hospice employs a multidisciplinary team of healthcare providers who are knowledgeable and skilled in all aspects of the caring process relating to palliative care and their discipline of practice (holistic care). MCH is not limited to care for patients at the end – of – life nor those with a cancer diagnosis; rather it is available to patients and families throughout the illness (malignant and non malignant causes) and bereavement experiences.

(Specialist palliative care program)

B The Hospice is constructed on land owned by SJGHC.

- C SJGHC has established and operates a major general hospital and other health care facilities on the balance of its land in Murdoch Drive, Murdoch (**SJGHC Hospital Murdoch**).
- D SJGHC has provided substantial assistance to MCH for the establishment and operation of the Hospice and has a longstanding commitment to palliative care and hospital services for public and private patients having provided those services at its hospitals at Bunbury and Geraldton.
- E MCH and SJGHC have agreed that it would be in the current and future interests of patients and their families, the community and the future of the Hospice if MCH were to assign to SJGHC the Hospice and the ongoing responsibility for the operation of the Hospice and if SJGHC were to assume all obligation and liabilities of MCH subject to the requirement of MCH that SJGHC observes and performs the obligations on its part set out in this Agreement (**MCH Requirements**).
- F MCH requires SJGHC to agree to observe and perform the MCH Requirements:
- (a) as it believes they are in the best interest of all current and future patients and their families the community and the future operation and development of the Hospice;
 - (b) as the general community, particularly south of the Swan River, has provided financial and other support and assistance for the establishment and operation of the Hospice and MCH believes it is in the best interests of patients and their families and the future of the Hospice that such support be properly acknowledged and maintained;
 - (c) as MCH believes the objectives and philosophy adopted by MCH and outlined in its Strategic Plan 2002-2005 are in the best interests of patients and their families receiving specialist palliative care and the support for the Hospice has been largely based on those objectives and philosophy;
 - (d) as the staff of the Hospice have shown great dedication and loyalty for the work aims, objectives and philosophy of the Hospice.
- G Due to the financial and regulatory aspects of the operation of the Hospice MCH believes the objectives and philosophy of the Hospice and its specialist palliative care program can be

better achieved in the future as part of the Social Outreach and Advocacy division of SJGHC rather than as a unit of the SJGHC Murdoch Hospital, provided that these organisational arrangements shall be subject to a review to be undertaken by SJGHC at the expiration of 18 months from the Commencement Date. Such review, which MCH acknowledges and to which it agrees, shall include consultancy with the staff of the Hospice and the Community and Advisory Group referred to in clause 3 following.

H SJGHC's Social Outreach and Advocacy Division is supported by funding from its other operations.

I MCH and SJGHC wish to achieve their objectives, philosophy and specialist palliative care program referred to above in relation to the Hospice in the most appropriate and advantageous manner.

J MCH and SJGHC wish to enter into this Memorandum of Understanding to enable them to achieve the objectives, philosophy and Specialist palliative care program referred to above.

Terms of Understanding

1. Transfer of ownership

Subject to SJGHC entering into the undertakings on its part contained herein, the Constitution of MCH, the *Associations Incorporation Act* and the *Income Tax Assessment Act*, the members of MCH will cause MCH to assign and deliver to SJGHC all property and interests relating to the Hospice and the operations of the Hospice.

MCH and SJGHC agree that this Memorandum will be published on their websites.

2. Completion date

The date of assignment and delivery of the assets of MCH to SJGHC shall be the 31st day of October 2005 (herein referred to as the **Completion Date**).

3. MCH Requirements – Community Advisory Group

The Chief Executive Officer of Murdoch Community Hospice, in his or her discretion and the normal course of consultation with his or her superiors in SJGHC , may from time to time establish a Community Advisory Group (CAG) for the Hospice, for a fixed or indefinite duration, to assist him or her and advise on specific or general issues of interest or concerning the community and the Hospice. The composition, membership, duration, and terms of reference of such a CAG shall be determined by the CEO of MCH but generally shall be in keeping with the current practices of SJGHC.

4. Obligations of SJGHC

SJGHC will as and from the Date of Completion:

- (a) assume all actual and contingent obligations and liabilities of MCH, the members of its Board and its employees in relation to the Hospice and its operations on the Completion Date and thereafter, save and except for wilful negligence and criminal acts, indemnify and keep indemnified all such parties in respect of all such obligations liabilities and operations;
- (b) enter into all such agreements and execute all such documents as may be required for the transfer and assumption of obligations, liabilities and operations in accordance with sub clause (a);
- (c) maintain the name 'St John of God Murdoch Community Hospice' for the Hospice and all purposes related to the Hospice until 5 June 2018;
- (d) maintain the logo of MCH in conjunction with the logo for SJGHC for all purposes relating to the Hospice until 5 June 2018;
- (e) use its best endeavours to preserve and develop the identity and public and private image of the Hospice according to the Palliative Care Standards allowing only such changes as

may be appropriate from time to time in the best interest of the Hospice , its patients and their families or as may be necessary to ensure that its practices do not conflict with the Codes of Ethical Standards published by Catholic Health Australia;

- (f) use its best endeavours to ensure the Government of Western Australia and the Australian Government maintain a level of contribution which enables MCH to provide an optimal level of palliative care based on need and irrespective of the ability of the patient and the patient's family to pay for such care and make such applications and do all things necessary to take up additional government funding for existing or additional patient beds and services for specialist palliative care at the Hospice to achieve such objectives;
- (g) from the Completion Date, operate the Hospice as part of its Social Outreach and Advocacy Division provided that SJGHC will review this operational arrangement in conjunction with the Chief Executive Officer of the Hospice at the expiration of 18 months from the Commencement Date and determine the operational arrangements and model to apply from that review;
- (h) ensure that for the period of 12 months from the Completion Date all employees of MCH continue in employment with SJGHC in the same roles and positions provided that thereafter SJGHC may make any subsequent changes to those roles and positions in accordance with its then current operational requirements, which provision MCH acknowledges and to which it agrees;
- (i) ensure that on and after the Completion Date all employees of MCH continue in employment on terms and conditions no less advantageous, taken overall, to those terms and conditions which those employees enjoy immediately preceding the Completion Date including without limiting the generality compensation for loss of any benefits they may have received as a result of the Hospice currently not being required to pay Fringe Benefits Tax which they may lose as a result of SJGHC becoming their employer;

- (j) ensure all donations directed to the Hospice are applied for the purposes of the Hospice and that fundraising events are encouraged and can be continued by the employees and supporters of the Hospice separately from the fundraising activities of SJGHC;
- (k) the Hospice will continue to accept patients without regard to their religious beliefs, if any, and will retain a non-denominational chapel and offer spiritual support as required;
- (l) continue all insurances carried by MCH in relation to the Hospice;
- (m) not require the employees of the Hospice to wear uniforms to assist in retaining the homely atmosphere of the Hospice and ensure employee name badges or other forms of identification are specific to the Hospice;

5. Obligations of MCH

MCH will:

- (a) until the Completion Date operate and maintain the Hospice in the manner and to the standard now applying;
- (b) on the Completion Date MCH shall assign and deliver to SJGHC all property and interests held by MCH in relation to the Hospice; and
- (c) without limiting the generality aforesaid, on the Complete Date execute all such documents and do all such things as shall be necessary to:
 - (i) transfer all bank accounts of MCH related to the Hospice and the operation of the Hospice to SJGHC;
 - (ii) enable SJGHC to collect on all invoices issued by MCH prior to the Completion Date or thereafter in respect of services performed at the Hospice prior to the Completion Date;
 - (iii) assist SJGHC to obtain the benefits of all donations, bequests and gifts generally and all government and other allocations made by any governmental or other body or person in favour of MCH;

- (iv) ensure the volunteer and patients' amenity fund continues to be applied for the purposes of the Hospice.

Signing

DATED THE

14th

day of

September

2005.

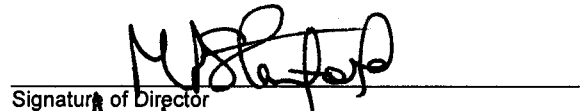
Executed as a Deed.



The Common Seal of St John of God Health Care Inc is fixed to this document in accordance with its constitution in the presence of


Signature of director

ANTHONY J HAWORTH
Name of director (print)



Signature of Director

Dr Michael STANFORD
Name of director (print)

The Common Seal of Murdoch Community Hospice Inc was hereunto affixed by authority of its Members in the presence of


Deputy Chairman of Murdoch Community Hospice Inc




A Member authorised by Murdoch Community Hospice Inc