Memorandum of Understanding
for the delivery of
Victorian Forensic Paediatric Medical Services

Between

The Royal Children’s Hospital
Southern Health
Victorian Institute for Forensic Medicine

Date 2006
This Memorandum of Understanding is effective from 1 July 2006 until 30 June 2010 between members of the Victorian Forensic Paediatric Medical Service

Between

The Royal Children’s Hospital, Flemington Road, Parkville, 3052
and
Southern Health, 246 Clayton Road, Clayton 3168
and
Victorian Institute of Forensic Medicine, Kavanagh St Southbank
Contents

1. Introduction ............................................................................................................. 4
2. The Victorian Forensic Paediatric Medical Service (VFPMS)................................. 4
3. Purpose of the Memorandum of Understanding (MOU)........................................ 4
4. VFPMS Principles for Service Delivery ................................................................... 5
5. VFPMS Objectives .................................................................................................. 5
6. VFPMS Governance Arrangements .................................................................... 6
7. Dispute Resolution .................................................................................................. 8
8. Timeframe and review of the MOU ........................................................................ 8

Attachment 1: Forensic Paediatric Medical Services Coordinating Group
Terms of Reference ................................................................................................. 10

Attachment 2: Financial Guidelines ........................................................................ 11

Attachment 3: Service Plan....................................................................................... 14
1. Introduction

The redevelopment of the forensic paediatric medical services in Victoria has been undertaken as part of a broader group of reforms to address the needs of vulnerable children within the health sector. A key initiative is the development of the ‘Babies, children and young people at risk of harm: best practice framework for acute health care’ which has been developed to provide clear direction on the role of public hospitals in ensuring the safety, health and wellbeing of all Victorian babies, children, young people, their carers and families and assist health services to achieve a consistent approach to identifying and managing vulnerable children. Health services are required to develop appropriate local responses and interventions as part of the implementation of the Framework.

The presence of a strong state wide forensic paediatric medical service will provide vital support to health and child protection services and Victoria Police by providing a 24 hour service for assessment and expert advice to identify and appropriately manage children and young people suspected of having suffered sexual, physical or emotional abuse, assault or neglect.

It is intended that these initiatives will help hospitals to:

- Audit and evaluate their own systems and competencies for identifying children and young people likely to be at risk of harm;
- Improve or develop protocols and processes to reflect best practice for early intervention and prevention of sexual, physical or emotional abuse, assault or neglect of a child or young person;
- Provide support and guidance for clinicians to identify babies, children, and young people and families at risk;
- Develop a hierarchy of responses to vulnerable babies, children and young people based on their individual's needs with their best interests being paramount; and
- Improve interagency referral and collaboration to provide the most appropriate combination of services for the baby, child or young person, their carers and families, delivered in a timely, responsive and culturally sensitive manner.

2. The Victorian Forensic Paediatric Medical Service (VFPMS)

The enhanced Victorian Forensic Paediatric Medical Service (VFPMS) will provide a state wide service for the delivery of forensic paediatric medical assessments, care and referral for children and young people suspected of having suffered of sexual, physical or emotional abuse, assault or neglect. The concept of an integrated state wide service system is that nominated health services provide forensic paediatric medical services for babies, children and young people within a geographic area coordinated by a central body managed by the VFPMS Medical Director. It is envisaged that the VFPMS system will improve the delivery of forensic paediatric medical services through the development of clear documented standards and procedures, formal communication processes, referral patterns and relationships between services to meet the needs of vulnerable babies, children and young people at risk of sexual, physical or emotional abuse, assault or neglect. Services are based within public hospitals, but work closely with Child Protection, Victorian Police, sexual assault services, community based services, general practitioners, psycho-social support services and other medical services to ensure the child or young person, their family or carers receive the best combination of services to meet their needs.

3. Purpose of the Memorandum of Understanding (MOU)

The purpose of this Memorandum of Understanding (MOU) is to strengthen collaboration between providers of services in the VFPMS partnership by documenting a shared understanding of the principles, objectives and governance framework of the Victorian Forensic Paediatric Medical Service (VFPMS).

The members of the Victorian Forensic Paediatric Service are committed to work together to improve the quality of care and outcomes for babies, children and young people who have experienced or who are at risk of sexual, physical or emotional abuse, assault or neglect, through service system collaboration and reform. In the spirit of cooperation and collaboration, each member will be respectful of the philosophy, priorities, knowledge and experience of other members and stakeholder groups.

Members specifically undertake that:

- Member agencies and their staff will work collaboratively to achieve the VFPMS outcomes.
Each member will be responsible for being fully informed about the VFPMS Service Plan and the strategies and partnerships their organisation may need to develop to implement the Service Plan.

Each signatory to this MOU will appoint a representative with sufficient experience and authority to make decisions on behalf of the participating health service he or she represents.

4. VFPMS Principles for Service Delivery

VFPMS delivery service is underpinned by the following principles. These principles need to be promoted and supported by VPMS governance arrangements. The VFPMS is committed to a service that:

1. Promotes child protection as everyone’s business – with all services working with families sharing responsibility for and contributing to the wellbeing and safety of babies, children and young people.

2. Places the best interest of babies, children and young people at the heart of all decision-making and service delivery across the service system.

3. Acts together with health and other services to form an integrated, cohesive and coordinated service system so that babies, children, young people and their families receive the best combination of services.

4. Delivers appropriate services, which are sensitive to the culture, disability, gender, language, religion and of the baby, child or young person, their family and caregivers.

5. Promotes health service professionals understanding of the functions of the Criminal Justice and Child Protection systems and the importance of their own evidentiary role in case decision making to protect vulnerable babies, children and young people and ensure their safety, health and well being.

5. VFPMS Objectives

The overall intent of the VFPMS is to promote the development of a cohesive, coordinated, multidisciplinary approach to the provision of forensic paediatric medical services which draws on the best available evidence and provides the best mix of services for each baby, child or young person and their family or carers.

Specifically the VFPMS aims to improve outcomes for vulnerable children presenting at hospitals by:

- Providing a 24-hour service for assessing and appropriately caring for vulnerable babies, children and young people suspected of having experienced sexual, physical or emotional abuse, assault or neglect;
- Developing and disseminating state-wide best practice, evidenced based policies for all aspects of forensic paediatric medical care including: identification of clinical presentations of physical, sexual and emotional abuse, assault and neglect in babies, children and young people, forensic assessments, report writing and giving evidence in court;
- Providing education and support for health services, Child Protection and Victoria Police in the area of physical, sexual and emotional abuse, assault and neglect;
- Undertaking research to support evidence based practice in identifying and caring for vulnerable babies, children and young people at risk of physical, sexual and emotional abuse, assault and neglect;
- Promoting and advocating on behalf of vulnerable babies children and young people;
- Developing and managing service systems to ensure that resources are provided, coordinated and managed to meet the needs of vulnerable babies children and young people and expectations of funding agencies to the best extent possible;
- Providing data and regular reports on all aspects of VFPMS service provision and agreed performance indicators, including client complaints;
- Undertaking annual evaluation of the service and re-align with current evidence based practice and client needs.

Outcomes nominated for the VFPMS are included within the Service Plan in Attachment 2.
6. VFPMS Governance Arrangements

The purpose of VFPMS governance arrangements are to provide clear guidance for the way in which the service provider partners, funding body and key referring agencies work together in the planning and provision of VFPMS services, including the areas of quality and performance monitoring.

It is not proposed to develop new legal entities but rather to outline the principles and protocols by which health services will work together within existing organisational structures. These principles and protocols should be flexible enough to be able to be adapted to suit the different needs and circumstances of each of the service partners.

Governance arrangements aim to support:

**Leadership** to promote and develop a shared vision for service improvement, in the context of a child and young person focused service delivery model, separate legal health service entities, and a mixed public/private service system.

**Authority** to implement change, including the development of services in line with agreed standards, service plans and strategic direction.

**Accountability** for service delivery in accordance with best practice, and against agreed targets and performance indicators

**Sustainability** of the VFPMS through effective and efficient management of a high quality service for vulnerable children and young people

**Key Components of VFPMS Governance Structure**

The governance arrangements for VFPMS will guide the roles of, and the relationships between, the following:

- VFPMS Medical Director
- VFPMS Coordinating Group
- VFPMS Coordinating Group Chair
- VFPMS Executive Sponsors (Chief of Medicine, RCH and Medical Director Women’s and Children’s Program MMC) please note that this relates to the operational reporting lines at each site and is separate to the Executive Sponsor appointed to the coordinating body

Individual signatories shall not be liable for the acts of omissions of the other parties and each of the parties hereby acknowledge that its acts and omissions and those of its staff or agents shall be the subject of its own professional indemnity and other insurance arrangements.

Membership of the Coordinating Group will comprise:

- At least one representative from senior management with responsibility for the service area at each site
- Representation from clinical staff at each site
- Finance representative from fund holder agency
- Director of the VFPMS
- Representative from Department of Human Services Office for Children and Programs Branch, Metropolitan health Aged Care Services
- Representatives for Victoria Police contract management and SOCA Coordination Unit

The Governance Group will have the power to co-opt members from time to time as necessary.

**Role of the Chair of the Coordinating Group**

The Coordinating group shall elect a chairperson from the nominated representatives, or an appropriate independent professional with experience in the area of child protection whose role will include:

- To act in the best interests of all members of the MOU
Memorandum of Understanding – Victorian Forensic Paediatric Medical Services

- To convene Coordinating Group meetings and agree the agenda in conjunction with the Director VFPMS
- Report to DHS on performance

Role of the Coordinating Group

The Coordinating Group will be responsible for setting strategic direction and management of the service. Performance reporting against agreed indicators and outcome measures.

From July 1 2006 the coordinating group will meet on a monthly basis for the first six months. After that time the Coordinating Group will meet at least quarterly and more regularly if required.

Terms of reference for the VFPMS coordinating Group is included (Attachment 1) these should be reviewed on an annual basis.

Role of the fund holder agency

The fund holder agency shall receive and account to the VFPMS Coordinating Group and DHS for all VFPMS funds. The fund holder agency, in collaboration with the VFPMS Medical Director, will prepare budgets based on predicted expenditure, all budgets to be approved by the Coordinating Group and DHS. Financial reports will be provided to the Coordinating Group on a monthly basis, 1 week prior to the Coordinating Group Meetings and to DHS on a deliverable for payment of funding installments to be on quarterly basis in the 2006-7 financial year.

Role of the Director VFPMS

The Director VFPMS will be responsible for the day-to-day operations of the state wide service including:

Management of both clinical and administrative staff

In recognition of the principle of multiple sites/one service the VFPMS Medical Director will divide their time between the two key metropolitan sites of Monash Medical Centre and Royal Children’s Hospital as agreed with the Chief of Medicine, RCH and Medical Director Women’s and Children’s Program MMC.

Staff meetings should be rotated between sites and service development and management activities such as team meetings, peer review should be held jointly with staff working at RCH and MMC. Where possible staff should work across sites.

A minimum of biennial visits to all key regional and rural centers to promote the statewide service and build relationships with key stakeholders in each of the regions to be undertaken by the Medical Director.

Data Collection and Reporting

All service performance data should be available through a central data collection system. Where this is not possible MMC and VIFM will be responsible for providing their performance data on a regular (weekly/monthly) basis to the Director or delegate to enable data for the service to be collated and analysed. Performance reports should be provided on a monthly basis to the Coordinating Group and to the DHS contract manager at least 1 week prior to Coordinating Group meetings.

The Medical Director VFPMS and the Coordinating Group should prepare an Annual Report on the activities of the VFPMS for the preceding year for DHS and public release. The report should include VFPMS plans and progress, achievements, outcomes and data/quality reports as well as a financial report from the funding agency.

Data collected and held on the VFPMS central data system will be jointly owned by the RCH, MMC and VIFM. Data security and integrity of data is of paramount importance. The RCH hospital as the IT manager for the VFPMS IT system will be responsible for appropriate security measures to ensure the privacy and confidentiality of patient information will be maintained. All VFPMS staff has a responsibility for maintaining accurate and complete patient information and ensuring unauthorized personnel do not obtain access to this information.

In relation to access to patient records within the service the health records of patients remain the property of health service where the patient is treated. Patient health information will only be provided to another health
service on the specific request of a clinician at that health service for the purposes of providing treatment to that patient. Member agencies will deal with confidential health information in accordance with the principles of section 141 of the Health services Act 1988 and the Health Records Act 2001.

Financial Arrangements

Funding will be cash flowed to Royal Children’s Hospital as the fund holder agency except where specific fixed amounts are otherwise agreed with the DHS and the coordinating group.

Arrangements for the allocation and payment of costs relating to the delivery of service for the VFPMS are detailed in the Funding Guidelines in Appendix 3.

The VFPMS Medical Director has discretionary spending to the value of $5,000 providing expenses are within the agreed overall budget allocation

7. Dispute Resolution

- The VFPMS recognises and values the diversity of its members and seeks to anticipate and resolve differences in this spirit.
- The VFPMS will operate a forum in which members are encouraged to openly express and discuss their concerns aiming for consensus as part of the over all decision-making process.
- In the event of a dispute or grievance arising within the MOU, it will be addressed by negotiation at the Coordinating Group meetings, or failing that, through discussion at the more senior levels of the MOU organisations.
- If a dispute cannot be resolved via the above process on significant issues conflict-resolution will be sought through the DHS contract manager as an independent mediator.

8. Timeframe and Review of the MOU

This Memorandum of Understanding (MOU) is valid from 1 July 2006 until 30 June 2010.

The MOU may be amended at any time by an agreement in writing between ALL the signatories.

The amended MOU will be circulated to all members for signing.

This MOU does not vary existing rights and obligations under existing agreements between partners and their agencies.

Legal Status

This Memorandum of Understanding is not legally binding.

SIGNED for and on behalf of

SERVICE A

By ..................................................) ...................................................(Name of Officer) (Signature of Officer)

an Officer duly authorised to sign on its behalf)

in the presence of: ..................................) ..................................................(Name of Witness) (Signature of Witness)

SIGNED for and on behalf of

SERVICE B

By ..................................................) ..................................................
Memorandum of Understanding – Victorian Forensic Paediatric Medical Services

(Name of Officer)          (Signature of Officer)

an Officer duly authorised to sign on its behalf

in the presence of:          
(Name of Witness)          (Signature of Witness)

SIGNED for and on behalf of

SERVICE C

By                          
(Name of Officer)          (Signature of Officer)

an Officer duly authorised to sign on its behalf

in the presence of:          
(Name of Witness)          (Signature of Witness)
Attachment 1: Forensic Paediatric Medical Services Coordinating Group
Terms of Reference

The role of the Forensic Paediatric Medical Services (VFPM) Coordinating Group is to:

- Coordinate the connections between the Royal Children’s Hospital, Southern Health and Victorian Institute for Forensic Medicine in the provision of forensic paediatric medical services across Victoria. In particular, service planning, quality improvement, consistent clinical practice and maintenance of professional expertise across the VFPM partnership;
- Ensure an appropriate communication and reporting process is established with the Boards and CEOs of Royal Children’s Hospital, Southern Health, Victorian Institute of Forensic Medicine, the Department of Human Services and Victoria Police;
- Work with the Department of Human Services to implement the VFPM governance arrangements and service plan for the VFPM;
- Ensure a clear and transparent process for access and accountability of VFPM funds;
- Develop a strategy for engaging with regional and rural services, to identify their needs and ensure the development of an appropriate outreach program;
- Develop a strategy for engaging with consumers and community groups;
- Oversee the appointment of VFPM staff;
- Facilitate an enhanced multidisciplinary, multi campus approach to the provision of forensic paediatric medical services for vulnerable children and young people in Victoria;
- Take responsibility for the development, implementation and monitoring of a strategic plan for VFPM including the development of a Service Plan and Business Case to ensure funding beyond the period for which current funds have been allocated (2007/8).

Membership of the Group:
- At least one representative from senior management with responsibility for the service area at each site
- Representation from clinical staff at each site
- Finance representative from fund holder agency
- Medical Director of the VFPM
- Representative from Department of Human Services Office for Children and Programs Branch, Metropolitan health Aged Care Services
- Representatives for Victoria Police contract management and SOCA Coordination Unit
- Representative from regional and rural services
- A Chair to be elected from the representatives.
- The Director when appointed will be a member.
- The Coordinating Group will have the power to co-opt members from time to time as necessary.
- The Coordinating Group will report to each of the participating Health Service Boards through the Chief Executive of each Health Service.
- Meetings will be held monthly for the first six months of the program.
- A quorum requires at least one representative of each organisation to be present.

Updated 30/5/06
Attachment 2: Financial Guidelines

Overview
The Royal Children's Hospital, as appointed fund holder for the VFPMS, is responsible for the financial management of the service and receives the contracted payment from DHS on behalf of the service. However, as staff and/or facilities are also provided by Southern Health, VIFM, and regional hospitals, guidelines are required to ensure that all service providers are fully reimbursed for all costs incurred. These reimbursements must cover staff, goods and services, equipment and other capital expenditure, and infrastructure costs incurred by all service providers. This document outlines proposed guidelines for how this could occur.

Cost Centres
The VFPMS has a separate cost centre (CO W0070) within the RCH financial system. All funding provided for the service must be accounted for within this cost centre. All expenses incurred in providing the service (either directly by RCH or as invoiced from other service providers) must also be recorded in this cost centre. Expenses not related to the service cannot be charged to the cost centre. Separate cost centres will also be identified for use within MMC and VIFM for costs relating to the VFPMS (These still are still to be provided).

Capital expenditure will be recorded through the RCH capital budgeting process.

Budgeting
A draft budget for the VFPMS will be developed in April each year by the VFPMS Director in conjunction with the RCH Finance department. As part of developing the budget, input from Southern Health, VIFM and regional hospitals will be required for those cost component that are incurred by each service provider.

The financial budget and proposed staffing profile must be presented to the Steering Group prior to the start of the financial year to ensure that the proposed budget will enable the VFPMS to provide the services outlined in the agreed service plan.

Ongoing staff costs
A staffing profile for the service, including the work location and employing organisation of staff, will be included in the VFPMS budget. Ongoing staffing costs included in the budget will include:
- Base salary (based on the relevant awards)
- On-call, re-call and other allowances (based on the relevant awards and the on-call roster)
- Salary on-costs, including superannuation, long service leave, workcover and leave loading

An annual invoice for on-going staff costs incurred by each service should be sent to RCH finance at the beginning of the financial year. RCH will pay this invoice in twelve equal installments, with each installment being electronically transferred to the service within five working days of RCH receiving the monthly funding from DHS.

Any adjustments to the staffing during the year can be accommodated by sending an adjusting invoice to RCH finance with the approval of the VFPMS Director.

On-call and re-call costs invoiced should be based on the proposed on-call roster and budget. At the end of the financial year, costs actually incurred by all parties should be reconciled with those budgeted and any correcting payments made.

Current on-costs by each employing organisation are:

<table>
<thead>
<tr>
<th>On-cost</th>
<th>RCH</th>
<th>Southern Health</th>
<th>VIFM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superannuation</td>
<td>9.0%</td>
<td>X%</td>
<td>X%</td>
</tr>
<tr>
<td>Long Service Leave</td>
<td>1.7%</td>
<td>X%</td>
<td>X%</td>
</tr>
<tr>
<td>Workcover</td>
<td>2.4%</td>
<td>X%</td>
<td>X%</td>
</tr>
<tr>
<td>Leave Loading</td>
<td>1.4%</td>
<td>X%</td>
<td>X%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>14.5%</td>
<td>X%</td>
<td>X%</td>
</tr>
</tbody>
</table>

One-off staff costs
From time-to-time staff may be employed on a non-permanent basis (for example for a research project or to cover long service leave). These costs should be approved by the Director prior to appointment and invoiced to
RCH (with the Director’s sign-off) once they have been incurred. Payment will be made by RCH finance within 10 working days of receipt of invoice.

Regional cases
Patients seen in regional areas by non-VFPMS employed clinicians will be paid on a fee-for-service. The fee will be based on the current rate (as agreed with VIFM) as an interim arrangement until appropriate consultation has been undertaken with regional and rural health services and medical staff. RCH should be invoiced for the fee after the Director has signed off that all requirements have been met (including submission of a completed report). Payment will be made by RCH finance within 10 working days of receipt of invoice.

Goods and services
For the first six months service providers should invoice RCH monthly or quarterly for goods and services costs incurred. This is to enable the Director to get an understanding of costs incurred in running the service and develop a more detailed budget. Once a detailed budget can be developed, goods and services costs can be invoiced in the same manner as ongoing salary costs.

Equipment and capital
It is proposed the equipment and other capital items remain the property of the service in which they are located. For example, equipment located at the Monash Medical Centre will be recorded on the asset register of Southern Health and depreciated by Southern Health.

Purchased equipment needs to be budgeted in the VFPMS budget. Payment for the purchase of capital items will be paid on invoice to RCH with the approval of the Director.

Approved maintenance costs should be budgeted and invoiced under goods and services.

Infrastructure
The DHS grant must cover all costs incurred in running the service, including infrastructure costs. These are the costs of running the service that are not directly charged to the service cost centre such as payroll, HR (incl. quality and credentialing processes), IT, finance, facilities, and executive management.

It is proposed that a 20% infrastructure fee be applied, to be distributed to service providers in the following manner:

<table>
<thead>
<tr>
<th>Infrastructure</th>
<th>Infra. as % of Grant</th>
<th>Basis for allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll and HR</td>
<td>4%</td>
<td>Split by no. VFPMS staff employed by each organisation</td>
</tr>
<tr>
<td>IT</td>
<td>4%</td>
<td>75% RCH, 25% MMC</td>
</tr>
<tr>
<td>Finance</td>
<td>4%</td>
<td>100% RCH</td>
</tr>
<tr>
<td>Facilities</td>
<td>4%</td>
<td>50% RCH, 50% MMC</td>
</tr>
<tr>
<td>Executive Management</td>
<td>4%</td>
<td>100% RCH</td>
</tr>
<tr>
<td>TOTAL</td>
<td>20%</td>
<td></td>
</tr>
</tbody>
</table>

Infrastructure fees will be paid to service providers in the same manner as the ongoing staff costs.

Medical staff on-call rates
An important part of the VFPMS is providing 24-hour coverage. It is estimated that 2-3 children per week (100-150 per year) are seen outside of ordinary hours. (Ordinary hours are defined as 7 am till 6 pm, Monday to Friday)

The on-call rate for VFPMS medical staff will be at the “consultative on-call” rate (see below) with the expectation that they will make themselves available within 2 hours to attend an urgent case.

Re-call costs are on top of these on-call expenses and are paid at 1.5 times the normal hourly rate for the time worked plus up to 60 minutes for travel.
AMA Women’s And Children’s Health Senior Medical Specialists, Certified Agreement

SECTION 3 FRACTIONAL SPECIALISTS

48. ON-CALL PAYMENTS

48.2 “Consultative on-call” means a period of on-call where the Visiting Specialist is required by the Health Service to be available for telephone consultations and be prepared if available in regard to other commitments, including on-call to other institutions, to return to a specified campus. The pay per on-call period is one hours pay at the Specialist’s hourly rate.

48.3 In relation to 48.1 and 48.2 the lower amount shall automatically be paid unless recorded otherwise by the Department Head or Divisional Director.

48.4 Each weeknight shall constitute one on-call period. Each weekend shall be four on-call periods. Each public holiday shall be two on-call periods.
Attachment 3: Service Plan