

Critical Gap Closure Consensus Agreement & Memorandum of Understanding Between the Nursing Care Quality Assurance Commission and WA Center for Nursing

I. OVERVIEW

Intent: Partnership to Manage the Critical Gaps Initiative

It is the intent of the Nursing Care Quality Assurance (NCQAC) and the Washington Center for Nursing (WCN) (referred to as “the parties”) to enter into a mutually beneficial Consensus Agreement (CA) and Memorandum of Understanding (MOU) to promote efficiency, respect, and best practices as they collaboratively lead the Critical Gaps Initiative (CGI). They are interested in creating a mutually beneficial operational model that identifies opportunities to work together as equals in a collaborative manner.

Anything not addressed in this agreement shall be guided by other agreements, legislative authority, or other binding regulations already in place between the parties with respect to their standard operations. This agreement is intended only to outline roles and responsibilities with respect to the operations and conduct of the CGI. It shall in no way revise or override any other legal and/or statutory agreements between the parties with respect to their normal operations. The WCN is responsible for reporting to its own Board of Directors and Nursing Commission representatives to report to NCQAC with respect to any work related to this Agreement.

Good Faith

Both parties pledge to employ good faith and best efforts to maintain a cooperative and collaborative working relationship, to avoid duplicative work, to meet regularly as needed to manage the CGI and to fully cooperate with each other to ensure a smooth process to achieve goals of the Critical Gap Initiative.

Effective Date and Amendments

This CA/MOU shall become effective when signed by both parties and shall remain in force for the duration of the CGI work. Any amendments must be in writing and agreed to by both parties.

Authority to Speak for Their Organization

By signing this CA/MOU, each party represents that they have the full authority to represent their organizational decision-making body’s approval of and commitment to the obligations of the CA/MOU.

II. PURPOSE OF THIS CONSENSUS AGREEMENT

A consensus based decision-making process is an effort to reach agreement on a course of action through a process in which the parties work together to find a mutually acceptable solution. Key principles are outlined below and both the NCQAC and the WCN agree to apply these principles as they collaborate to lead the CGI:

- **Consensus Decision-Making Participants** make decisions by agreement rather than by majority vote.
- **Inclusiveness:** Seek, t all necessary interests, or, at a minimum, approve of the decision.
- **Accountability:** Participants represent stakeholder groups or interests. They are accountable both to their board, commission, constituents and to the process.
- **Facilitation:** The person facilitating CGI meetings will serve as an impartial facilitator, ensure that ground rules are followed, and maintain a productive climate for communication and problem solving.
- **Flexibility:** The parties will design processes and address issues in a manner they determine most suitable to the situation.
- **Shared Control/Ground Rules:** The parties will share the responsibility for setting and maintaining the ground rules for a process and for creating outcomes.
- **Elements of Consensus:** The following principles will apply to decisions:
 - Both parties agree with the proposed decisions and shall support carrying out its obligations
 - Neither party will unreasonably block, delay or obstruct any decision or its implementation, and,
 - Both parties will support the decision and its implementation

III. PLANNING, LEADERSHIP, and STEERING COMMITTEE OPERATIONS

Meeting Planning

The parties will work together to determine meeting dates, times, ground rules and set meeting agendas.

Roles and Responsibilities of the Parties

The parties agree to the following roles and responsibilities:

- [Planning Committee members commit financial resources to support the overall operations of the Critical Gaps Initiative. As of the writing of this MOU, the planning committee includes the Nursing Care Quality Assurance Commission and the WA Center for Nursing. Their roles include convening meetings of the Steering Committee and Leadership Team. Other organizations engaged in the Critical Gaps workgroups may decide to commit resources to activities or projects they identify as key to accomplishing Critical Gaps Initiative goals.](#)
- **Budget:**
 - **Operational Costs of the Critical Gaps Initiative:** The parties will agree on a budget for Critical Gaps Initiative operations. Allocation of costs will be consistent with the party’s statutory, contractual, and budgetary restrictions.

Formatted: Indent: Left: 1", No bullets or numbering

- **Extraordinary Costs:** Any expenses outside of the normal operations of the CGI will be shared as agreed to by both parties on a case by case basis. These expenditures may include, but are not limited to, consulting fees, technology expenses outside of normal operations, event planning, and required capital expenditures.

- **Leadership Team**

- The Leadership Team is advisory to the Steering Committee and provides assistance and guidance to the Steering Committee to meet overarching goals of the Critical Gaps Initiative. Leadership Team members are who, through their state and national networks can identify policy opportunities or have expertise that apply across the Critical Gaps Initiative.
- The current Leadership Committee includes four organizational representatives, however, only the parties to this agreement share the operational responsibilities of the Leadership Committee.
- If at any time in the future, either the NCQAC or the WCN would like to add and/or amend the membership of the LC, the parties will meet to discuss these potential changes and come to a consensus regarding new members and any role they might play on the LC.

Formatted

- **Management of Steering Committee and Subcommittees:**

- The parties will identify the reporting structure for each of the subcommittees/workgroups, as well as the Steering Committee (SC) including scope of work, timelines, convening the groups, and work product. The Steering Committee consists of the Chairs of the Workgroups of the Critical Gaps Initiative. They share the work and progress of their respective workgroups and seek collaboration with other workgroups when overlapping goals or activities are identified. Workgroups are subject matter experts. They identify goals and related activities to address issues they identify within the Critical Gaps work. They document and track their work for the purpose of updating and collaborating with other organizations in the Critical Gaps Initiative.
- The parties will also provide needed advice or assistance for SC and subcommittees to support their work.
- Each subcommittee shall have the authority to make decisions with respect to the area of work, however, when such decisions are discussed by the Steering Committee, in the spirit of good faith, any issues that might impact other committee work should be properly evaluated to avoid duplication of efforts, promote project alignment and prioritization.

Formatted: List Paragraph, Bulleted + Level: 2 + Aligned at: 1.25" + Indent at: 1.5"

- Both parties will receive copies of all reports, documents, etc. produced by all the subcommittees, SC and Leadership Team.
- **Confidential Information:**
 - Each party may be requested to obtain information for the SC or subcommittees.
 - If any such information is deemed “confidential” by the party who is being asked to provide the information, the information can be withheld until the NCQAC and the WCN are able to discuss the request.
 - If the parties cannot agree with respect to the disclosure, the decision regarding confidentiality shall rest solely with the party seeking to protect the information, however, this assertion of confidentiality should be made in good faith.
- All data sharing will be completed according to the Data Sharing Agreement between the Center for Nursing and the Nursing Commission/Department of Health.

IV. WORK PRODUCT

Definition of Work Product: Work product shall be defined as any report, recommendations or other written, online, or other publication materials created by any of the sub-committees, consultants or others attached to the Critical Gaps project.

Design & Distribution: The parties shall meet to determine the format of any final work product and/or recommendations, including how, when, and to whom the information will be distributed.

Ownership: Unless otherwise mutually agreed to, all work product shall be owned equally by both parties and each shall have the right to use, display or disseminate such information in any way consistent with its normal practices, including public disclosure of documents. Each party may use the information as part of securing additional work, grants, or other resources as they see fit and make an effort to discuss their use or share in any financial gain with the other party.

Citation of Work Product: The NCQAC and the WCN shall mutually agree to a standard format for citing any Work Product that shall include identifying the parties as equal co-authors. All work products shall identify funding sources.

V. MEDIA RELATIONS AND PUBLIC COMMUNICATION

Media presentations, or other similar dissemination of the work product of the Critical Gaps Initiative, the findings, or other related information shall be mutually agreed upon by the parties with respect to what is being disseminated, how, to whom, and, when.

VI. DISAGREEMENTS

In the rare case where the parties are unable to come to a consensus on an issue related to the work of the Critical Gaps Initiative, the Steering Committee, its subcommittees, or the Leadership Team,

including but not limited to, budgetary obligations, work product requirements and distribution, or other decisions about the Critical Gaps Process, the following process will be used:

- Within 5 business days of the parties' inability to achieve consensus, each party will identify a member of their Board of Directors/Commission to participate in the decision making.
- Within the next 10 business days, the issue will be discussed at a meeting between the parties and the two Board/Commission members.
- Within 5 business days after the meeting to discuss the issue, if a consensus can still not be reached the two Board/Commission members will together pick a neutral third party to assist with making a decision.
- The neutral party must be someone familiar with both the NCCAC and WCN. The parties agree to financially support the expenses related to working with a third party to resolve a disagreement.

Signed:

Sofia Aragon
Executive Director
Washington Center for Nursing
1101 Andover Park West
Suite 105
Tukwila, WA 98188-3911

Paula R. Meyer, MSN, RN, FRE,
Executive Director
Nursing Care Quality Assurance Commission
PO Box 47864
Olympia WA 98504-7864