

Service Agreement

(Abridged)

An agreement between:

Department of Health Chief Executive Officer

And

PathWest Laboratory Medicine WA

for the period

1 July 2017 – 30 June 2018

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BACKGROUND

- A. This Agreement supports the delivery of safe, quality, financially sustainable and accountable healthcare for all Western Australians by setting out the service and performance expectations and funding arrangements for PathWest Laboratory Medicine WA (PathWest).
- B. This Agreement details the health services that the Department CEO will purchase from PathWest and the services PathWest will deliver during the 2017-18 financial year.
- C. Through execution of this Agreement PathWest agrees to meet the service obligations and performance requirements as detailed in this Agreement. The Department CEO agrees to provide the funding and other support services as outlined in this Agreement.
- D. This Agreement is representative of the partnership between the Department CEO and PathWest and shared commitment to deliver on WA Government's goal of greater focus on achieving results in key service delivery areas for the benefit of all Western Australians.
- E. This Agreement is executed in accordance with part five of the *Health Services Act 2016*.

DEFINED TERMS

In this Agreement:

1. **Activity Based Funding (ABF)** means the funding framework which is used to fund public health care services delivered across Western Australia.
2. **Agreement** means this agreement and any Schedules to this agreement.
3. **Act** means the *Health Services Act 2016*.
4. **Block Funded Services** relates to those health services for which activity data is not yet available (e.g. non-admitted mental health; teaching, training and research).
5. **Chief Executive (CE)**, in relation to a Health Service Provider, means the person appointed as chief executive of the Health Service Provider under section 108(1) of the Act.
6. **Commission CEO** has the meaning given in section 43 of the Act.
7. **Department** means the Department of Health as the Department of the Public Service principally assisting the Minister in the administration of the Act.
8. **Department CEO** means the chief executive officer of the Department.
9. **Health Service** has the meaning given in section 7 of the Act.
10. **Health Service Provider (HSP)** means a Health Service Provider established by an order made under section 32(1)(b) of the Act.
11. **HSS** means the Chief Executive Governed Health Service Provider Health Support Services.
12. **MHC** means the Western Australian Mental Health Commission.
13. **OBM** means the WA health system Outcome Based Management Framework as endorsed by the Under Treasurer.
14. **OSR** means Own Source Revenue.
15. **Parties** means the Department CEO and the Health Service Provider to which this Agreement applies and "Party" means any one of them.
16. **PMP** means the Performance Management Policy.
17. **Performance Indicator** provides an 'indication' of progress towards achieving the organisation's objectives or outputs.
18. **Policy Framework** means a policy framework issued under section 26 of the Act.
19. **Schedule** means a schedule to this Agreement.
20. **Term** means the period of this agreement as detailed in clause 1 'Term of Agreement'.
21. **WA** means the State of Western Australia.
22. **WA health system** has the meaning given in section 19(1) of the Act.

1. TERM OF AGREEMENT

In accordance with section 49 of the Act the term of this agreement is for the period of 1 July 2017 to 30 June 2018.

This Agreement, pursuant to Section 46(3) of the Act, includes the health services to be provided by PathWest during the Term of this Agreement that are within the overall expense limit set by the Department CEO in accordance with the State Government's purchasing intentions.

2. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties as to the subject matter of this Agreement.

2.1 Forward Estimates Contained in this Agreement

In order to provide the NMHS with a framework in which to make future planning decisions, forward estimates that provide the financial position for the three years beyond the 2017-18 financial year have been included in the schedules contained within clause 13 of this Agreement. The funding estimates are based on and consistent with the current approved budget settings for the WA health system.

The inclusion of forward estimates, whilst they might be an indication of the base for future funding years, are in no way a representation or offer of funding by the Department CEO to PathWest.

3. AMENDMENTS TO THIS AGREEMENT

The Parties may amend this Agreement in accordance with section 50 of the Act.

An amendment made under section 50 of the Act becomes an addendum to the original Agreement and forms the revised basis on which the Agreement will be conducted.

Adjustments to the information set out in the contents of this Agreement as detailed in the schedules contained in clause 13 will be provided through separate documents, that may be issued by the Department during the term of the Agreement.

3.1 Amendment Criteria

An amendment of this Agreement will occur when there is a change to the Department CEO's purchasing intentions.

An amendment for the purposes of this Agreement is a change to funding, to deliverables or to other requirements contained within this Agreement. Further information on the amendment process is detailed within the Funding and Purchasing Guidelines issued under the Purchasing and Resource Allocation Policy Framework:

http://www.health.wa.gov.au/circularsnew/Purchasing_and_Resource_Allocation.cfm

3.2 Notice of Intention to Amend

In accordance with section 50(1) of the Act if either Party wants to amend the terms of this Agreement, notice of this intention must be provided in writing within a reasonable timeframe, before the date on which the amendment is required to take effect.

3.3 Adjustments

Adjustments are changes to funding levels and targets that do not alter the Department CEO's purchasing intentions. Further information is detailed in the Funding and Purchasing Guidelines issued under the Purchasing and Resource Allocation Policy Framework.

4. PUBLICATION OF AGREEMENT

The Department will publish an abridged version of this Agreement on the WA health system internet site, in accordance with Schedule D9 of the National Health Reform Agreement. Any subsequent amendments to this Agreement will also be published in accordance with Schedule D9 of the National Health Reform Agreement.

5. LEGISLATIVE AND POLICY CONTEXT

5.1 The Health Services Act 2016

The Act supports the WA health system's vision to deliver a safe, high quality, sustainable health system for all Western Australians including:

- to promote and protect the health status of Western Australians
- to identify and respond to opportunities to reduce inequities in the health status
- to provide access to safe, high quality, evidence-based health services
- to promote a patient-centred continuum of care in the provision of health services
- to coordinate the provision of an integrated system of health services and health policies
- to promote effectiveness, efficiency and innovation in the provision of health services and teaching, training, research and other services within the available resources
- to engage and support the health workforce in the planning and provision of health services and teaching, training, research and other services.

6. PURPOSE AND OBJECTIVES OF THIS AGREEMENT

6.1 Principal Purpose

6.2 Objectives

The objectives of this Agreement, as prescribed in section 46 of the Act, are to detail:

- a) the health services to be provided to the State by the Health Service Provider
- b) the teaching, training and research in support of the provision of health services to be provided
- c) the funding to be provided to the Health Service Provider for the provision of the services, including the way in which the funding is to be provided;
- d) the performance measures and operational targets for the provision of the services by the Health Service Provider
- e) how the evaluation and review of results in relation to the performance measures and operational targets is to be carried out
- f) the performance data and other data to be provided by the Health Service Provider to the Department CEO, including how, and how often, the data is to be provided
- g) any other matter the Department CEO considers relevant to the provision of the services by the Health Service Provider.

Where appropriate, reference will be made in the Agreement to key Policy Frameworks, issued by the Department CEO pursuant to part three, division two of the Act.

6.3 Scope

This Agreement outlines the services that the Department CEO will purchase from PathWest during the term of this Agreement.

7. SERVICE DELIVERY

7.1 Role of System Manager

The main role of the Department CEO under this Agreement is to provide the funding and performance management function to support PathWest to deliver the services in accordance with the Act.

7.2 Role of Health Service Provider

The main role of PathWest under this Agreement is to provide the services detailed in the schedules contained in clause 13. The delivery of the services must be in accordance with the performance measures and targets set by the Department CEO in accordance with section 46(3)(d),(e) and (f) of the Act.

PathWest will deliver the services in accordance with the Agreement. This includes, but is not limited to:

- delivering the services in a safe and timely and efficient manner using the standard of care and foresight expected of an experienced provider

- acting in accordance with the highest applicable professional ethics, principles and standards
- demonstrating a commitment to ethical practices and behaviours, and implementing these practices through appropriate training and monitoring.

When delivering the services, PathWest is required to comply with (among other things):

- all standards as gazetted under applicable Acts and standards endorsed by the Department CEO
- all applicable Department Policy Frameworks
- performance targets (as referred to in clause 9 of this Agreement)
- laws including those related to fire protection, industrial relations, employment, health, general safety and taxation.

7.3 Accreditation and registration requirements

PathWest must deliver the services purchased by the Department CEO in the Agreement in accordance with the Clinical Governance, Safety and Quality Policy Framework which specifies the clinical governance, safety and quality requirements that all Health Service Providers must comply with in order to ensure effective and consistent clinical care across the WA health system.

7.4 Notification and provision of information

PathWest must brief the Department CEO about all matters that the Department CEO should reasonably be made aware of. This may include, an incident involving a person receiving a service, or an issue that impacts on the delivery or sustainability of service, or the ability of PathWest to meet its obligations under this Agreement. Certain applicable Department policies may also deal with certain matters that the Department must be made aware of or certain information that must be provided to the Department by PathWest.

The Department will provide PathWest with access to all applicable Department policies and standards. The Department must brief PathWest about matters that PathWest should reasonably be made aware of in order to undertake the services in accordance with the terms of this Agreement.

7.5 Agreements with other Health Service Providers

In accordance with section 48(2) of the Act, PathWest may agree with any Health Service Provider for that Health Service Provider to provide services for PathWest according to PathWest's business needs.

The terms of an agreement made pursuant to section 48(2) of the Act do not limit PathWest's obligations under this Agreement, including the performance standards provided for in this Agreement.

8. FUNDING TO DELIVER SERVICES

8.1 Funding

The Department CEO will fund PathWest to meet its service delivery obligations under this Agreement in accordance with the schedules contained in clause 13 of this Agreement. A summary of the funding to be paid to PathWest is set out in the Schedule titled PathWest Summary of Activity and Funding.

PathWest is to use the funding provided by the Department only for the delivery of services specified under the Agreement. The funding will include direct service costs and the cost of overheads that the Department considers inherent in the delivery of the services.

8.2 Election commitments

The funding to be provided during the Term of this Agreement also includes election commitments that will be reflected in the 2017-18 Budget.

Progress on implementation of election commitments will be reviewed and monitored on a regular basis.

9. SERVICE STANDARDS - THE PERFORMANCE POLICY FRAMEWORK

The performance reporting, monitoring, evaluation and management of PathWest in relation to the terms of this Agreement is as prescribed in the Performance Policy Framework: <http://www.health.wa.gov.au/circularsnew/Performance.cfm>.

9.1 Performance Measures and Operational Targets

The performance indicators, targets and thresholds that support the delivery of the service agreement operational targets are listed in the PMP. The PMP details the performance management and intervention processes as well as the performance reporting, monitoring and evaluation processes.

9.2 Evaluation and Review of Performance Results

The PMP is based on a responsive regulation intervention model. The model is a collaborative approach that enables accountability through agreed mechanisms that are responsive when performance issues have been identified. The performance management components of the PMP comprise:

- on-going review of Health Service Provider performance
- identifying a performance concern and determining the appropriate response and agreed timeframe to address the concern
- deciding when a performance recovery plan is required and the timeframe it is required
- determining the level of intervention when required and when the performance intervention needs to be escalated or de-escalated.

Regular performance review meetings will be held between the Department CEO and PathWest, or representatives of either Party. The performance reports that enable the Department CEO to monitor and evaluate PathWest's performance are

listed in the PMP. Issues advised to the Department CEO by other Health Service Providers utilising the services provided by PathWest will be raised within the performance review meetings for response by PathWest. The performance reports are an important part of the performance review meetings. The frequency of the meetings is based on PathWest's performance and is determined by the Department CEO.

9.3 Performance Data

In accordance with section 34(2)(n) of the Act the PathWest is required to provide performance data for the monthly production of the performance reports as required by the Department CEO, in accordance with the Information Management Policy Framework.

9.4 Link to Annual Reporting

Annual Reporting is required under the *Financial Management Act 2006*. The key performance indicators (KPIs) within the Annual Report for Health Service Providers are approved by the Under Treasurer and are auditable by the Office of the Attorney General.

Efficiency KPI targets are set on a system-wide level through the Government Budget Statements. The Department of Health will determine PathWest specific targets through a rigorous modelling process that utilises the 2017-18 Service Agreement and other relevant data, as appropriate.

Effectiveness KPI targets are set at a Health Service Provider level by the Department of Health.

The Department will notify PathWest on the Efficiency and Effectiveness KPI targets for Annual Reporting.

10. STRATEGIC CONTEXT

This Agreement is informed by a wider strategic context related to the delivery of safe, quality, financially sustainable and accountable healthcare for all Western Australians. The delivery of services within the following strategic context is the mutual responsibility of both Parties, whether with reference to supporting information and guidelines or mandatory policy requirements.

10.1 WA Health System Strategic Intent 2015-2020

The Strategic Intent defines the WA health system's overarching vision, values and priorities. The WA health system's vision is delivering a safe, high quality, sustainable health system for all Western Australians.

The WA health system's strategic priorities are focused on a continuum of care to support and guide health care through integrated service delivery from prevention and health promotion, early intervention, primary care through to diagnosis, treatment, rehabilitation and palliation, ensuring all Western Australians receive safe, high quality and accessible health care.

10.2 WA Aboriginal Health and Wellbeing Framework 2015-2030

In recognition of the WA health system's commitment to improving the health of Aboriginal people, in 2017-18, it is expected that the Health Service Providers will develop an ongoing dialogue with the Department to progress and report against the key initiatives and health service measures.

The Aboriginal Health Framework's six strategic directions are:

1. promote good health across the life-course
2. prevention and early intervention
3. a culturally respectful and non-discriminatory health system
4. individual, family and community wellbeing
5. a strong, skilled and growing Aboriginal health workforce
6. equitable and timely access to the best quality and safe care.

The Aboriginal Health Framework bases its context within the WA health system Strategic Intent 2015-2020 which commits the WA health system to strengthen and embed the approach to improve the health and wellbeing of Aboriginal people living in WA.

10.3 Additional Policy Considerations

This Agreement is informed by, but not limited to, the following frameworks, policies, guidelines and plans:

- Clinical Services Framework 2014-2024
- Purchasing and Resource Allocation Policy Framework
- Performance Policy Framework
- Outcome Based Management Policy Framework
- Clinical Governance, Safety and Quality Policy Framework
- Research Policy Framework
- Clinical Teaching and Training Policy Framework
- ICT Policy Framework

11. WA HEALTH SYSTEM OUTCOME BASED MANAGEMENT FRAMEWORK

The WA health system operates under an Outcome Based Management (OBM) Framework, pursuant to its legislative obligation as a WA Government Agency under section 61 of the *Financial Management Act 2006* and Treasurer's Instruction 904.

The ten OBM services as captured in the WA health system's budget papers are detailed below:

1. Public Hospital Admitted Services
2. Public Hospital Emergency Services
3. Public Hospital Non-Admitted Services
4. Mental Health Services
5. Aged and Continuing Care Services
6. Public and Community Health Services
7. Community Dental Health Services
8. Small Rural Hospital Services

- 9. Health System Management – Policy and Corporate Services
- 10. Health Support Services

The funding within this Agreement is allocated within the ten OBM services, as reflected in the schedules contained in clause 13. There is also an additional funding schedule termed System Manager Initiatives included as part of this Agreement which do not fall within the WA health system OBM Framework services listed above.

The Department CEO is responsible as the system purchaser to purchase services one through to eight from Health Service Providers and detail this purchasing service delivery arrangement in the Service Agreements issued in accordance with the Act.

Further detail on the WA health system’s OBM Framework can be viewed at <http://ww2.health.wa.gov.au/Our-performance> (linked to be established on 1 July 2017).

12. FUNDING INFORMATION CONTAINED IN SCHEDULES

The funding provided to PathWest under the terms of this Agreement is provided in the schedules contained in clause 13, which set out:

- the activity purchased by the Department CEO
- the funding provided for delivery of the purchased activity
- an overview of the purchased services which is required to be provided throughout the Term of this Agreement.

13. SUMMARY OF SCHEDULES

A high level summary of the funding Schedules that form part of this Agreement for PathWest is provided in Table 1 below.

Table 1: Summary of the Schedules which form part of the Agreement

A.	Summary of Activity and Funding – An overarching summary of the activity and funding purchased by the Department CEO and delivered by PathWest pursuant to the terms of this Agreement.
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Parties to the Agreement:

Executed as a Service Agreement in the state of Western Australia.

Parties to the Agreement:

Department CEO

Dr David J Russell-Weisz
Director General
Department of Health

Date: 30/6/17

Signed: 

The Common Seal of the
North Metropolitan Health Service
was hereunto affixed in the presence of:)
)
)



Professor Bryant Stokes AM
Board Chair
North Metropolitan Health Service

Date: 30 June 2017

Signed: 

Mr Wayne Salvage
Chief Executive
North Metropolitan Health Service

Date: 30. 6. 17

Signed: 

Outcome Based Resource Allocation

Government Goal	WA Health System Agency Goal	Desired Outcome	Services
Greater focus on achieving results in key service delivery areas for the benefit of Western Australians	Delivery of safe, quality, financially sustainable and accountable healthcare for all Western Australians	Outcome 1: Public hospital based services that enable effective treatment and restorative health care for Western Australians	<ol style="list-style-type: none"> 1. Public Hospital Admitted Services 2. Public Hospital Emergency Services 3. Public Hospital Non-Admitted Services 4. Mental Health Services
		Outcome 2: Prevention, health promotion and aged and continuing care services that help Western Australians to live healthy and safe lives	<ol style="list-style-type: none"> 5. Aged and Continuing Care Services 6. Public and Community Health Services 7. Community Dental Health Services 8. Small Rural Hospital Services
		Outcome 3: Strategic leadership, planning and support services that enable a safe, high quality and sustainable WA health system	<ol style="list-style-type: none"> 9. Health System Management - Policy and Corporate Services 10. Health Support Services

A. PathWest Summary of Activity and Funding

OBM Sub-Service	2016-17	2016-17	2017-18	2018-19	2019-20	2020-21
	Service Agreement	Deed of Amendment	Service Agreement	Forward Estimate	Forward Estimate	Forward Estimate
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
1 Public Hospital Admitted Services	-	-	-	-	-	-
2 Public Hospital Emergency Services	-	-	-	-	-	-
3 Public Hospital Non-Admitted Services	-	-	-	-	-	-
4 Mental Health Services	-	-	-	-	-	-
5 Aged and Continuing Care Services	-	-	-	-	-	-
6 Public and Community Health Services	304,845	305,517	327,642	341,728	345,713	350,876
7 Community Dental Health Services	-	-	-	-	-	-
8 Small Rural Hospital Services	-	-	-	-	-	-
9 Health System Management - Policy and Corporate Services	-	-	-	-	-	-
10 Health Support Services	-	-	-	-	-	-
System Manager Initiatives	(2,212)	1,416	(6,226)	(6,959)	(3,544)	(3,597)
<i>Expense Transfer</i>	-	-	-	-	-	-
<i>Carry-over</i>	-	-	-	-	-	-
Total Expense Limit	302,633	306,933	321,417	334,769	342,169	347,279

Notes

a. The figures in all schedules include an allocation for Financial Products and HSS Resources Received Free of Charge. These may be subject to change due to changes in the budget.

