

Service Agreement Mid-Year Review Deed of Amendment (Abridged)

An agreement between:

Department of Health Chief Executive Officer

And

Child and Adolescent Health Service

for the period

1 July 2018 – 30 June 2019

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BACKGROUND

- A. On 1 July 2018, pursuant to section 46 of the *Health Services Act 2016* (the Act) the Parties entered into a Service Agreement. Section 46(4) of the Act provides that the Service Agreement is binding on the Parties.
- B. The Service Agreement details the health services that the Department CEO will purchase from the Child and Adolescent Health Service (CAHS) and the health services CAHS will deliver during the 2018-19 financial year.
- C. The State Mid-Year Review handed down on 20 December 2018 changes the funding set out in the Service Agreement and an amendment to these is required.
- D. Section 50 of the Act stipulates that a Party that wants to amend the terms of the Service Agreement must provide written notice of the proposed amendment to the other party. This was provided to CAHS on 19 December 2018.
- E. This Deed is executed in accordance with section 41 of the Act.

DEFINED TERMS

In this Deed:

1. **Deed** means this Deed of Amendment
2. **Parties** means the parties to the Service Agreement and to the Deed and “Party” means any one of them
3. **Relevant Health Service Providers (HSP)** means East Metropolitan Health Service (EMHS); North Metropolitan Health Service (NMHS); South Metropolitan Health Service (SMHS); WA Country Health Service (WACHS); PathWest Laboratory Medicine WA (PathWest) and Quadriplegic Centre.
4. **Service Agreement** means the Health Service Provider Service Agreement 2018–19 between the Parties and as amended from time-to-time including all schedules and annexures
5. **Schedule** means a schedule to the Service Agreement.

1. OPERATION OF AMENDMENTS

The Service Agreement will be read and construed subject to this Deed, and in all other respects the provisions of the Service Agreement are confirmed, and subject to the terms of the amendments contained in this Deed and the Service Agreement will continue in full force and effect in accordance with its terms.

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by any other Party to give effect to this Deed.

This Deed is governed by and will be construed according to the laws in force in Western Australia.

2. ENTIRE AGREEMENT

This Deed together with the Service Agreement constitutes the entire agreement between the Parties and supersedes any previous agreement between the Parties as to the subject matter of this Deed.

3. AMENDMENTS TO SERVICE AGREEMENT

With effect from the date of this Deed the Parties agree that the Service Agreement is varied so that:

- (a) Clause 7.5 at page 11 of the Service Agreement is deleted and replaced. This amendment is attached hereto and marked as Annexure 1.
- (b) The Schedule B: Summary of Activity and Funding table at page 21 of the Service Agreement is amended. This amendment is attached hereto and marked as Annexure 2.
- (c) The Schedule 1: Public Hospital Admitted Services table at page 22 of the Service Agreement is amended. This amendment is attached hereto and marked as Annexure 3.
- (d) The Schedule 2: Public Hospital Emergency Services table at page 23 of the Service Agreement is amended. This amendment is attached hereto and marked as Annexure 4.
- (e) The Schedule 3: Public Hospital Non-admitted Services table at page 24 of the Service Agreement is amended. This amendment is attached hereto and marked as Annexure 5.
- (f) The Schedule 4: Mental Health Services table at page 25 of the Service Agreement is amended. This amendment is attached hereto and marked as Annexure 6.

- (g) The Schedule 5: Aged and Continuing Care Services table at page 26 of the Service Agreement is amended. This amendment is attached hereto and marked as Annexure 7.
- (h) The Schedule 6: Public and Community Health Services table at page 27 of the Service Agreement is amended. This amendment is attached hereto and marked as Annexure 8.
- (i) The Schedule C: System Manager Initiatives table at page 32 of the Service Agreement is amended. This amendment is attached hereto and marked as Annexure 9.

4. PUBLICATION OF DEED

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

Parties to the Agreement:

Executed as a Deed of Amendment in the state of Western Australia.

Parties to the Agreement:

Department CEO

Angela Kelly
A/Director General
Department of Health

Date: 1/4/19

Signed: 

The Common Seal of the
Child and Adolescent Health Service
was hereunto affixed in the presence of:

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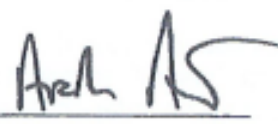
Ms Deborah Karasinski
Board Chair
Child and Adolescent Health Service

Date: 25th Jan 2019

Signed: 

Dr Aresh Anwar
Chief Executive
Child and Adolescent Health Service

Date: 25th Jan 2019

Signed: 

Annexure 1

7.5 Agreements with other Health Service Providers

For the purpose of section 48(1)(b) of the Act, CAHS may agree with:

- (1) any HSP for that HSP to provide services for CAHS according to CAHS business needs.
- (2) The relevant HSPs for those HSPs to provide clinical incident investigation services including Root Cause Analysis (RCA), for CAHS in the following circumstances:
 - a. Where the patient, who is the subject of the clinical incident investigation, has received health services from multiple HSPs and those HSPs agree that a joint review of the multi-site clinical incident is to be undertaken by more than one of the HSPs that treated the patient;
 - b. Where the patient, who is the subject of the clinical incident investigation, has received health services from multiple HSPs and those HSPs agree that a multi-site clinical incident investigation is to be undertaken by one of the HSPs that treated the patient;
 - c. Where the patient, who is the subject of the clinical incident investigation, has received health services from multiple health service providers and those HSPs agree that an independent multi-site clinical incident investigation is to be undertaken by a HSP with no involvement in the patient's care; or
 - d. Where the patient, who is the subject of the clinical incident investigation, has only received health services at CAHS but CAHS determines that an independent clinical incident investigation, undertaken by a HSP with no involvement in the patient's care, is necessary.

All clinical incident investigation services must be performed in accordance with the Clinical Incident Management Policy issued by the Department CEO under the Clinical Governance, Safety and Quality Policy Framework.

The terms of an agreement made pursuant to section 48(1)(b) of the Act do not limit CAHS obligations under this Agreement, including the performance standards provided for in this Agreement.

Annexure 2

B: CAHS Summary of Activity and Funding

OBM Service	2017-18		2018-19		2018-19		2019-20		2020-21		2021-22	
	Final Advice		Service Agreement		Mid-Year Review DOA		Forward Estimate		Forward Estimate		Forward Estimate	
	WALs	\$'000	WALs	\$'000	WALs	\$'000	WALs	\$'000	WALs	\$'000	WALs	\$'000
01 Public Hospital Admitted Services	34,633	271,412	35,396	279,743	35,738	280,898	35,672	278,820	35,916	278,436	35,218	273,448
02 Public Hospital Emergency Services	6,747	48,447	7,126	56,118	7,126	55,992	7,302	56,574	7,491	57,708	7,479	57,456
03 Public Hospital Non-Admitted Services	11,169	79,035	12,922	97,693	12,922	97,591	13,221	97,447	13,541	98,658	13,889	100,931
04 Mental Health Services	2,185	66,026	2,448	69,033	2,448	68,916	2,477	19,102	2,501	19,241	2,459	18,964
05 Aged and Continuing Care Services	—	7,711	—	1,411	—	1,560	—	911	—	910	—	931
06 Public and Community Health Services	—	200,583	—	143,984	—	166,091	—	142,148	—	139,814	—	138,379
07 Community Dental Health Services	—	—	—	—	—	—	—	—	—	—	—	—
08 Small Rural Hospital Services	—	—	—	—	—	—	—	—	—	—	—	—
09 Health System Management - Policy and Corporate Services	—	—	—	—	—	—	—	—	—	—	—	—
10 Health Support Services	—	—	—	—	—	—	—	—	—	—	—	—
Total	54,734	673,216	57,892	647,983	58,234	671,048	58,672	595,001	59,449	594,767	59,045	590,109

Notes

- The figures in all schedules include an allocation for Financial Products, HSS-RRFOC, PathWest-RRFOC and System Manager Initiatives. These may be subject to change.
- Mid-Year Review Deed of Amendment (MYR Deed) reflects adjustments endorsed by the WA State Government through the 2018-19 Mid-Year Review process as well as all other approved adjustments that have occurred since the release of the Service Agreement 2018-19 on 1 July 2018.

CAHS Commonwealth Specific Purpose Payment Activity and Funding

ABF Service group	National Efficient Price (NEP \$) (as set by IHPA)	Total Expected NWAUs (#)	Commonwealth	
			Funding Rate (%)	Contribution (\$)
Acute Admitted	5,012	33,304	42.7	71,262,349
Admitted Mental Health	5,012	2,602	36.8	4,802,579
Sub-Acute	5,012	122	34.4	210,898
Emergency Department	5,012	6,345	40.9	13,000,524
Non Admitted	5,012	12,400	49.9	31,036,567
ABF Total	5,012	54,773	42.7	120,312,917

Non-ABF Service group	Total Contribution (\$)	Commonwealth		State Contribution (\$)
		Contribution (\$)	Funding Rate (%)	
Non Admitted Mental Health	1,959,340	581,121	29.7	1,378,219
Other "In scope" Program Services	8,766,486	3,944,919	45.0	4,821,567
Rural CSO sites	—	—	—	—
Teaching, Training and Research	21,757,600	8,325,203	38.3	13,432,397
Total Block Funding	32,483,426	12,851,243	39.6	19,632,183

Notes:

1. This schedule relates to Commonwealth "in-scope" activity only and is a subset of the Summary of Activity and Funding Schedule
2. Other "In scope" Program Services includes Home Ventilation