

Service Agreement (Abridged)

An agreement between:
Department of Health Chief Executive Officer
and
PathWest Laboratory Medicine WA
for the period
1 July 2019 – 30 June 2020

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BACKGROUND

- A. This Agreement supports the delivery of safe, high quality, financially sustainable and accountable healthcare for all Western Australians, by setting out the service and performance expectations and funding arrangements for the PathWest Laboratory Medicine WA (PathWest).
- B. This Agreement details the health services that the Department CEO will purchase from the PathWest and the health services the PathWest will deliver during the 2019-20 financial year.
- C. Through the execution of this Agreement the 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 represents the partnership between the Department CEO and the PathWest, and the shared commitment to deliver on the WA Government goal of a greater focus on achieving results in key service delivery areas for the benefit of all Western Australians.
- E. This Agreement will be executed in accordance with Part 5 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 health services delivered across Western Australia.
2. **Agreement** means this Service Agreement and any Schedules to this Agreement.
3. **Act** means the *Health Services Act 2016*.
4. **Block Funded Health Services** relates to those health services for which activity data is not yet available (e.g. non-admitted mental health; Teaching, Training and Research (TTR)).
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. **Deed of Amendment (DOA)** means an amendment made under section 50 of the Act that becomes an addendum to the original Agreement and forms the revised basis on which the original Agreement will be conducted.
8. **Department** means the Department of Health as the Department of the Public Service principally assisting the Minister in the administration of the Act.
9. **Department CEO** means the Chief Executive Officer of the Department of Health.
10. **Financial Products** means Depreciation, Borrowing Costs, Expensed Capital, Doubtful Debts and Resources Received Free of Charge (RRFOC), other than HSS RRFOC and PathWest RRFOC.
11. **Health Service** has the meaning given in section 7 of the Act.
12. **Health Service Provider (HSP)** means a Health Service Provider established by an order made under section 32(1)(b) of the Act.
13. **HSS** means the Health Support Services, a Chief Executive Governed Health Service Provider.
14. **MHC** means the Western Australian Mental Health Commission.
15. **NHRA** means National Health Reform Agreement 2011 and its Addendum.
16. **OBM** means the WA health system Outcome Based Management Framework as endorsed by the Under Treasurer.
17. **OSR** means Own Source Revenue.
18. **Parties** means the Department CEO and the Health Service Provider to which this Agreement applies and “Party” means any one of them.
19. **PathWest** means PathWest Laboratory Medicine WA, a Chief Executive Governed Health Service Provider.
20. **PMP** means the Performance Management Policy.
21. **Performance Indicator** provides an ‘indication’ of progress towards achieving the organisation’s objectives or outputs.
22. **Policy Framework** means a policy framework issued under section 26 of the Act.
23. **Relevant Health Service Providers (HSP)** means Child and Adolescent Health Service (CAHS); East Metropolitan Health Service (EMHS); North Metropolitan Health Services (NMHS); South Metropolitan Health Service (SMHS); Western Australian Country Health Service (WACHS); and the Quadriplegic Centre.
24. **Schedule** means a schedule to this Agreement.
25. **State-wide support Health Services** means health services provided by HSS and the PathWest to or on behalf of the other HSPs as described in the HSS and the PathWest Service Agreements.

26. **Term** means the period of this agreement as detailed in clause 1 'Term of Agreement'.
27. **WA** means the State of Western Australia.
28. **WA health system** has the meaning given in section 19(1) of the Act.
29. **Critical Success Factors** means factors identified by the SHR Panel that are the necessary foundations to support sustainable change. They should be considered as essential components of all implementation efforts, and include: Culture and Leadership; Engagement and Partnership; Funding and investment; Governance; Metrics and transparency to drive change; and Invest in analytic / diagnostic capability.
30. **Enduring Strategies** means the framework which organises the SHR Panel's Final Report recommendations. The Panel's recommendations have been grouped or consolidated within the eight Enduring Strategies to identify the focus areas that will be fundamental to shift the health system and progress the sustainability agenda. Enduring Strategies 1-4 focus on key areas of service delivery, while Enduring Strategies 5-8 focus on the enablers to facilitate change. Each Enduring Strategy is informed by evidence and best practice, and reinforced by feedback received through the SHR's consultation with staff, stakeholders and the public.

1. TERM OF AGREEMENT

In accordance with section 49 of the Act, the term of this Agreement is for the period of 1 July 2019 to 30 June 2020.

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 PathWest with a framework in which to make future planning decisions, forward estimates that provide the financial position for the three years beyond the 2019-20 financial year have been included in the schedules to this Agreement. The funding estimates are based on and are consistent with the current approved budget settings for the WA health system.

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

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 this Agreement will be conducted.

Adjustments to the information set out in the original contents of this Agreement as detailed in the schedules, will be provided through separate documents that may be issued by the Department during the term of this 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 *WA Health 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 Material Adjustments and Corrective Measures

Material adjustments and corrective measures are changes to funding levels and targets that do not alter the Department CEO's purchasing intentions. Further information is detailed in the *WA Health Funding and Purchasing Guidelines*.

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 NHRA. Any subsequent amendments to this Agreement will also be published in accordance with Schedule D9 of the NHRA.

5. LEGISLATIVE AND POLICY CONTEXT

5.1 The Health Services Act 2016

The Act supports the WA health system 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 health status in the WA community
- 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 TTR and other services within the available resources
- to engage and support the health workforce in the planning and provision of health services and TTR and other services.

6. PURPOSE AND SCOPE OF THIS AGREEMENT

6.1 Purpose

The principal purpose of this Agreement is to detail the Department CEO's purchasing intentions and arrangements from the Health Service Provider including performance and accountability measures.

The Schedules to this Agreement outline the health services to be purchased and the associated funding provided by the Department CEO for the delivery of these health services. Further schedules outline Financial Products and other financial mechanisms necessary for the appropriate funding and implementation of the required health services by the Department CEO from the PathWest.

6.2 Scope

The scope of this Agreement is as prescribed in section 46 of the Act:

- a) the health services to be provided to the State by the Health Service Provider
- b) the TTR 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 health services, including the way in which the funding is to be provided
- d) the performance measures and operational targets for the provision of the health 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 health services by the Health Service Provider.

Where appropriate, reference will be made in this Agreement to Policy Frameworks issued by the Department CEO pursuant to Part 3, Division 2 of the Act.

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 parameters, to support the PathWest to deliver the health services in accordance with the Act.

7.2 Role of Health Service Provider

The main role of the PathWest under this Agreement is to provide the health services detailed in the schedules. The delivery of the health 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.

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

- delivering the health services in a safe, 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 health services, the 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 10 of this Agreement)
- laws including those related to fire protection, industrial relations, employment, health, general safety, and taxation.

7.3 Notification and provision of information

The 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 the 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 particular information that must be provided to the Department by the PathWest.

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

7.4 Agreements with other Health Service Providers

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

- (1) any HSP for that HSP to provide services for the PathWest according to the PathWest business needs.
- (2) The relevant HSPs for those HSPs to provide clinical incident investigation services including Root Cause Analysis (RCA), for the PathWest 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 the PathWest but the PathWest 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 the PathWest obligations under this Agreement, including the performance standards provided for in this Agreement.

7.5 Compliance and Assurance

The Department CEO has responsibility for overall management of the WA health system, that is, the “system manager role” (s.19 (2) of the Act).

To assist the Department CEO to fulfil this responsibility, the PathWest will provide the Department CEO with data to validate PathWest’s compliance with relevant Policy Frameworks and this Agreement. Any additional data requirements will be stipulated via invocation of the relevant section of the Act by the Department CEO.

Further, the Department CEO will conduct assurance activities consistent with the Department CEO’s identified strategic objectives. The Department CEO may audit, inspect or investigate the PathWest for the purpose of assessing compliance with the Act (see s.175 of the Act). the PathWest will aid this process whenever and wherever such powers are utilised by the Department CEO.

8. STATE-WIDE SUPPORT SERVICES

8.1 PathWest

PathWest provides State-wide support services to Health Service Providers. PathWest must execute a Service Level Agreement (SLA) with each Health Service Provider for the State-wide support services that are provided by the PathWest for the Term of this Agreement by 31 July 2019. The SLAs will be developed by PathWest with input from Health Service Providers and Department CEO.

Copies of the executed SLAs are to be provided to the Department CEO.

Each SLA must state:

- Description of services
- Roles and responsibilities
- Authority and accountability
- Service standards
- Service reporting
- Value of service, including price schedules as appropriate
- Review and change processes
- Dispute resolution and escalation processes.

8.2 Health Support Services

Health Support Services (HSS) provide State-wide support services to Health Service Providers. PathWest must execute a Service Level Agreement (SLA) with HSS for the provision of State-wide support services by HSS to PathWest for the Term of this Agreement by 31 July 2019. The SLAs will be developed by HSS with input from PathWest and the Department CEO.

Each SLA must state:

- Description of services
- Roles and responsibilities
- Authority and accountability
- Service standards
- Service reporting
- Value of service, including price schedules as appropriate
- Review and change processes
- Dispute resolution and escalation processes.

9. FUNDING AND PURCHASED ACTIVITY TO DELIVER HEALTH SERVICES

9.1 Funding

The Department CEO will fund the PathWest to meet its service delivery obligations under this Agreement in accordance with the schedules to this Agreement.

A summary of the funding to be paid to the PathWest is set out in the *Schedule: The PathWest Summary of Activity and Funding*.

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

10. SERVICE STANDARDS - THE PERFORMANCE POLICY FRAMEWORK

The performance reporting, monitoring, evaluation and management of the PathWest in relation to the terms of this Agreement is as prescribed in the Performance Policy Framework and PMP.

See: <http://www.health.wa.gov.au/circularsnew/Performance.cfm>.

10.1 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.

10.2 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 the PathWest, or representatives of either Party. The performance reports that enable the Department CEO to monitor and evaluate the PathWest performance are listed in the PMP. The performance reports are an important part of the performance review meetings. The frequency of the meetings is determined by the Department CEO, and may be increased if performance issues occur.

10.3 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.

10.4 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 Auditor General.

Efficiency KPI targets are established on a system-wide level, and published in the Government Budget Statements. The Department will determine the PathWest specific targets through a rigorous modelling process that aligns with the 2019-20 Service Agreement, and other relevant data as appropriate.

Effectiveness KPI targets are set at a Health Service Provider level by the Department. The Department will notify the PathWest on the Efficiency and Effectiveness KPI targets for Annual Reporting.

11. 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 health 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.

11.1 WA Health System Strategic Intent 2015-2020

The Strategic Intent defines the WA health system 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.

11.2 WA Aboriginal Health and Wellbeing Framework 2015-2030

The *WA Aboriginal Health and Wellbeing Framework 2015-2030* (the Framework) outlines a set of strategic directions to improve the health and wellbeing of Aboriginal people in WA.

Supported by the *Implementation Guide for the WA Aboriginal Health and Wellbeing Framework 2015-2030*, the PathWest is required to progress the six strategic directions of the Framework:

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.

11.3 Additional Policy Considerations

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

- WA Disability Health Framework 2015-2025
- Clinical Health 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
- Purchasing Intentions 2019-20.

11.4 Sustainable Health Review

The Sustainable Health Review has identified eight Enduring Strategies and 30 Recommendations to progress the sustainability agenda. HSPs are required to support implementation of the eight Enduring Strategies and 30 Recommendations, which should be based on detailed planning and assessment of prioritisation, sequencing, key partners, new and existing work, emerging evidence and issues, and development of specific measures to track progress and outcomes.

12. WA HEALTH SYSTEM OUTCOME BASED MANAGEMENT FRAMEWORK

The WA health system operates under an Outcome Based Management (OBM) Framework to ensure accountability to the WA Parliament, and is 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 OBM service categories applicable to the WA health system, as identified in the WA State Budget Papers are:

1. Public Hospital Admitted Health Services
2. Public Hospital Emergency Health Services
3. Public Hospital Non-Admitted Health Services
4. Mental Health Services
5. Aged and Continuing Care Health Services
6. Public and Community Health Services
7. Pathology Services
8. Community Dental Health Services
9. Small Rural Hospital Health Services
10. Health System Management – Policy and Corporate Health Services
11. Health Support Services.

The funding within this Agreement is allocated within the eleven OBM service categories, as reflected in the schedules.

The Department CEO is responsible, as the System Manager, to purchase Health Services one through to nine 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>.

13. FUNDING INFORMATION CONTAINED IN SCHEDULES

The funding provided to the PathWest under the terms of this Agreement is provided in the schedules to this Agreement which establish:

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

14. SUMMARY OF SCHEDULES

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

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

A. OBM Goals and Outcomes
B. Summary of Activity and Funding – An overarching summary of the activity and funding purchased by the Department CEO for each OBM service category and delivered by PathWest pursuant to the terms of this Agreement. Government Corrective Measures (GCM) and Health Allocation Adjustments (HAA) are identified separately.

Parties to this Agreement:

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

Parties to this Agreement:

Department CEO

Dr David J Russell-Weisz
Director General
Department of Health

Date: 3/7/19

Signed: 

The Common Seal of the
The PathWest Laboratory Medicine WA
was hereunto affixed in the presence of:)
)
)



Mr Joseph Boyle
Chief Executive
The PathWest Laboratory Medicine WA

Date: 2-7-19

Signed: 

A. Outcome Based Resource Allocation

Government Goal	WA Health System Agency Goal	Desired Outcome	Health Services
Strong Communities: Safe communities and supported families.	Delivery of safe, quality, financially sustainable and accountable healthcare for all Western Australians	Outcome 1: Public hospital based health services that enable effective treatment and restorative health care for Western Australians	1. Public Hospital Admitted Health Services
			2. Public Hospital Emergency Health Services
			3. Public Hospital Non-Admitted Health Services
			4. Mental Health Services
		Outcome 2: Prevention, health promotion and aged and continuing care health services that help Western Australians to live healthy and safe lives	5. Aged and Continuing Care Health Services
			6. Public and Community Health Services
			7. Pathology Services
			8. Community Dental Health Services
			9. Small Rural Hospital Health Services
Sustainable Finances: Responsible financial management and better service delivery		Outcome 3: Strategic leadership, planning and support health services that enable a safe, high quality and sustainable WA health system.	10. Health System Management - Policy and Corporate Health Services
			11. Health Support Services

B. PathWest Summary of Activity and Funding

OBM Service	2018-19 Mid-Year Review DOA \$'000	2019-20 Service Agreement \$'000	2020-21 Forward Estimate \$'000	2021-22 Forward Estimate \$'000	2022-23 Forward Estimate \$'000
01 Public Hospital Admitted Services	—	—	—	—	—
02 Public Hospital Emergency Services	—	—	—	—	—
03 Public Hospital Non-Admitted Services	—	—	—	—	—
04 Mental Health Services	—	—	—	—	—
05 Aged and Continuing Care Services	—	—	—	—	—
06 Public and Community Health Services	—	—	—	—	—
07 Pathology Services	228,701	224,243	230,868	229,990	229,046
08 Community Dental Health Services	—	—	—	—	—
09 Small Rural Hospital Services	—	—	—	—	—
10 Health System Management - Policy and Corporate Services	—	—	—	—	—
11 Health Support Services	—	—	—	—	—
Government Corrective Measures (GCM)	(17,112)	(12,416)	(13,006)	(13,013)	(13,013)
Health Allocation Adjustments (HAA)	107,752	109,620	112,265	115,145	118,263
Total	319,341	321,447	330,127	332,122	334,297

Notes

- a. For the 2019-20 Service Agreement, Government Corrective Measures (GCM) and Health Allocation Adjustments (HAA) are shown separately therefore the figures in all schedules exclude GCM and HAA. The 2018-19 Mid-year Review Deed of Amendment previously showed System Manager Initiatives; these have been reclassified to GCM and HAA to enable comparison.