

Service Agreement (Interim) (Abridged)

An agreement between:
Department of Health Chief Executive Officer
and
Health Support Services
for the period
1 July 2020 – 30 June 2021

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BACKGROUND

- A. This Agreement is for 2020-21 and is interim in nature. It has been developed to reflect the delay in the 2020-21 State budget due to the COVID-19 health pandemic.
- B. 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 Health Support Services (HSS).
- C. This Agreement details the health services that the Department CEO will purchase from the HSS and the health services the HSS will deliver during the 2020-21 financial year.
- D. Through the execution of this Agreement the HSS 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.
- E. This Agreement represents the partnership between the Department CEO and the HSS, 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.
- F. This Agreement will be executed in accordance with Part 5 of the *Health Services Act 2016*.

DEFINED TERMS

In this Agreement:

1. **Act** means the *Health Services Act 2016*.
2. **Activity Based Funding (ABF)** means the funding framework which is used to fund public health care health services delivered across Western Australia.
3. **Agreement** means this Service Agreement and any Schedules to this Agreement.
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 Chief Executive Officer (CEO)** has the meaning given in section 43 of the Act.
7. **Critical Success Factors** means factors identified by the Sustainable Health Review (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.
8. **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.
9. **Department** means the Department of Health as the Department of the Public Service principally assisting the Minister in the administration of the Act.
10. **Department CEO** means the Chief Executive Officer of the Department of Health.
11. **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.
12. **Financial Products** means Depreciation, Borrowing Costs, Expensed Capital, Doubtful Debts and Resources Received Free of Charge (RRFOC), other than HSS RRFOC and PathWest RRFOC.
13. **Health Service** has the meaning given in section 7 of the Act.
14. **Health Service Provider (HSP)** means a Health Service Provider established by an order made under section 32(1)(b) of the Act.
15. **HSS** means the Health Support Services.
16. **MHC** means the Western Australian Mental Health Commission.
17. **NHRA** means National Health Reform Agreement 2011 and its Addendum.
18. **OBM** means the WA health system Outcome Based Management Framework as endorsed by the Under Treasurer.
19. **OSR** means Own Source Revenue.
20. **Parties** means the Department CEO and the Health Service Provider to which this Agreement applies and "Party" means any one of them.
21. **PathWest** means PathWest Laboratory Medicine WA.

22. **Performance Indicator** provides an 'indication' of progress towards achieving the organisation's objectives or outputs.
23. **PMP** means the Performance Management Policy.
24. **Policy Framework** means a policy framework issued under section 26 of the Act.
25. **Schedule** means a schedule to this Agreement.
26. **State-wide support Health Services** means health services provided by HSS and PathWest to or on behalf of the other HSPs as described in the HSS and PathWest Service Agreements.
27. **Term** means the period of this agreement as detailed in clause 1 'Term of Agreement'.
28. **WA** means the State of Western Australia.
29. **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 2020 to 30 June 2021.

This Agreement, pursuant to section 46(3) of the Act, includes the health services to be provided by the HSS 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

For this interim Agreement, no forward estimates have been provided. The financial position for the three years beyond the 2020-21 financial year will be included in the schedules to the amendment to this Agreement (the forthcoming 2020-21 Deed of Amendment). The funding estimates will be based on and be consistent with the approved budget settings for the WA health system.

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.

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.

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 HSS.

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 HSS to deliver the health services in accordance with the Act.

7.2 Role of Health Service Provider

The main role of the HSS 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 HSS 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 HSS 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 HSS 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 HSS 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 HSS.

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

7.4 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 HSS will provide the Department CEO with data to validate the HSS’ 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 HSS for the purpose of assessing compliance with the Act (see s.175 of the Act). The HSS will aid this process whenever and wherever such powers are utilised by the Department CEO.

8. STATE-WIDE SUPPORT SERVICES

8.1 Health Support Services

Health Support Services (HSS) provides state-wide support services to Health Service Providers. HSS must execute a Service Level Agreement (SLA) with each Health Service Provider for the state-wide support services that are provided by the HSS for the Term of this Agreement by 31 July 2020. The SLAs will be developed by HSS with input from Health Service Providers and the Department CEO.

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

The SLA must state:

- Description of health 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 TO DELIVER HEALTH SERVICES

9.1 Funding

The Department CEO will fund the HSS 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 HSS is set out in the *Schedule B: HSS Summary of Activity and Funding*.

The HSS 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 HSS 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 HSS, or representatives of either Party. The performance reports that enable the Department CEO to monitor and evaluate the HSS 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 HSS 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 HSS specific targets through a rigorous modelling process that aligns with the 2020-21 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 the HSS 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*, HSS 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 2020-21.

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 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. Pathology Services
8. Community Dental Health Services
9. Small Rural Hospital Services
10. Health System Management – Policy and Corporate 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 HSS under the terms of this Agreement is provided in the schedules to this Agreement which establish:

- the services purchased by the Department CEO
- the funding provided for delivery of the purchased services
- 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 HSS is provided in Table 1.

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

OBM Goals and Outcomes
B. HSS 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 the HSS pursuant to the terms of this Agreement. Government Corrective Measures (GCM) and Health Allocation Adjustments (HAA) are identified separately.
1. Public Hospital Admitted Services – Not applicable to the terms of this Agreement.
2. Public Hospital Emergency Services – Not applicable to the terms of this Agreement.
3. Public Hospital Non-Admitted Services – Not applicable to the terms of this Agreement.
4. Mental Health Services – Not applicable to the terms of this Agreement.
5. Aged and Continuing Care Services – Not applicable to the terms of this Agreement.
6. Public and Community Health Services – Not applicable to the terms of this Agreement.
7. Pathology Services – Not applicable to the terms of this Agreement.
8. Community Dental Health Services – Not applicable to the terms of this Agreement.
9. Small Rural Hospital Services – Not applicable to the terms of this Agreement.
10. Health System Management – Policy and Corporate Services – Not applicable to the terms of this Agreement.
11. Health Support Services – Outlines the strategic leadership, policy and planning health services, system performance management and purchasing linked to the state-wide planning, budgeting and regulation processes provided by the Health Support Services. This Schedule also includes Financial Products.
C. Government Corrective Measures – Outlines the funding for specific initiatives or required savings and corrective measures that are set by Government and the Department of Treasury.
D. Health Allocation Adjustments – Outlines the hospital and non-hospital service program initiatives that are applicable across two or more OBM service categories and are supported by the System Manager.
E. ICT Health Services – outlines the type of ICT health services HSS will deliver to WA health agencies.

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: 6/7/20

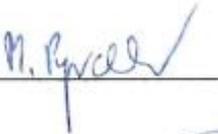
Signed: 

The Common Seal of the
Health Support Services
was hereunto affixed in the presence of:)
)
)



Ms Margaret Pyrchla
Deputy Board Chair
Health Support Services

Date: 01/07/2020

Signed: 

Mr Robert Toms
Chief Executive
Health Support Services

Date: 01/07/2020

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 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 health services that help Western Australians to live healthy and safe lives	5. Aged and Continuing Care Services
			6. Public and Community Health Services
			7. Pathology Services
			8. Community Dental Health Services
			9. Small Rural Hospital Services
		Sustainable Finances: Responsible financial management and better service delivery	
11. Health Support Services			

B. HSS Summary of Activity and Funding

	2019-20	2020-21	2021-22	2022-23	2023-24
OBM Service	Mid-Year Review DOA	Service Agreement (Interim)			
	\$'000	\$'000	\$'000	\$'000	\$'000
01 Public Hospital Admitted Services	—	—	NOT APPLICABLE		
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	—	—			
08 Community Dental Health Services	—	—			
09 Small Rural Hospital Services	—	—			
10 Health System Management - Policy and Corporate Services	—	—			
11 Health Support Services	289,436	277,003			
Government Corrective Measures (GCM)	(27,212)	(26,839)			
Health Allocation Adjustments (HAA)	(9,588)	8,327			
Total	252,636	258,491			

Notes

a. Estimates for 2021-22 onwards are not provided in this Agreement and will be incorporated in the 2020-21 Budget Deed of Amendment