



Government of Western Australia
Department of Health

SERVICES AGREEMENT

between

STATE OF WESTERN AUSTRALIA

and

**ST JOHN AMBULANCE
WESTERN AUSTRALIA LIMITED**



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Commercial
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AGREEMENT

THIS AGREEMENT is made on the 29th day of June 2015

BETWEEN

The State of Western Australia

(the **Principal**)

AND

St John Ambulance Western Australia Limited
(ABN 55 028 468 715)

(the **Provider**)

together the Parties.

RECITALS

1. The Principal and the Provider have previously entered into a Service Agreement for the supply of ambulance services similar to the Services.
2. This Agreement sets out the terms and conditions upon which the Provider will provide the Services in Western Australia.
3. The intention of the Parties in entering into this Agreement is that:
 - (a) the Western Australian community has access to timely and high quality emergency and non-emergency road based patient transport services;
 - (b) the Western Australian community has access to an effective and efficient pre-hospital care and casualty transport services in the event of a major incident; and
 - (c) the clinical outcomes of patients who require road based patient transport services to access treatment are maintained or improved.

The Parties agree in consideration of, among other things, the mutual promises contained in this Agreement:

1. DEFINED TERMS AND INTERPRETATION

1.1 Defined terms

In this Agreement:

Agreement means this agreement as amended, supplemented or varied from time to time.

Agreement Period is the period set out Schedule 1 and includes the Agreement Period as extended or varied pursuant to this Agreement.

Ambulance Distribution Model means the model for the distribution of the Provider's Patient Transport Vehicles agreed between the Principal and Provider from time to time.

Ambulance Officer means an ambulance officer as stipulated in the Service Standards.

Arrival Time means the arrival times stipulated in Schedule 3.

Arrival Time Target means the arrival time target(s) set out in Schedule 3.

Auditor General means the Auditor General for the State appointed under the *Auditor General Act 2006* (WA).

Business Day means a day other than a Saturday, Sunday or Public Holiday in Perth, Western Australia.

Business Hours has the meaning given in Schedule 1.

Change in Control of the Provider means:

- (a) a change in the identity of a person who has Control of the Provider; or
- (b) a person who did not previously have Control of the Provider subsequently acquires Control of the Provider,

whether as a result of:

- (a) a change in shareholding of the Provider or the Holding Company;
- (b) a change or alteration in the corporate structure of the Provider or the Holding Company; or
- (c) any other event or series of events,

but does not include any such change in Control:

- (a) where the Holding Company remains the same both before and after the relevant change; and
- (b) which is not a change in Control of the Holding Company.

Clinical Practice Guidelines means the clinical practice guidelines as set out in clause 5.10.

Clinical Governance Framework means the clinical governance framework set out in clause 5.9.

Community Paramedic means a community paramedic as stipulated in the Service Standards.

Confidential Information means information that is:

- (a) by its nature confidential; or
- (b) specified by the Principal to be confidential including the following:
 - (i) all information relating to the diagnosis or treatment of Patients;
 - (ii) all information relating to the identity of Patients, Patients' relatives or Patients' contacts; and
 - (iii) all data collected in the course of this Agreement,but, does not include:
- (c) information which is, or becomes part of the public domain otherwise than by breach of this Agreement by a Party;
- (d) information where a Party has authorised in writing to the other Party the disclosure of the information; or
- (e) information that is lawfully obtained by a Party from a third party unrelated to the Provider or the Principal without any restriction as to use and disclosure.

Contract IP means any and all intellectual property created or discovered by the Provider in connection with this Agreement.

Control, in relation to a relevant entity, includes:

- (a) control as defined in section 50AA of the Corporations Act;
- (b) the power (whether legally enforceable or not) to control, whether directly or indirectly:
 - (i) the composition of the board of directors of the relevant entity;
 - (ii) more than one half of the voting power of the board of directors or any class of shareholders of the relevant entity (or both); or
 - (iii) the management of the affairs of the relevant entity; or
- (c) holding more than one half of the issued share capital (either beneficially or otherwise) of the relevant entity.

Corporations Act means the *Corporations Act 2001* (Cth).

Country WA means all areas in the Service Area outside of the Metropolitan Perth Area.

Country Sub Centre means the country sub centres listed on the Country Sub Centre List in Schedule 2.

Crew means the combination of Service Staff stipulated in respect of a particular Service.

Crown means the Crown in right of the State of Western Australia.

Dispatch means the allocation of a Patient Transport Vehicle and Crew to an Incident using a structured call taking process. **Dispatched** has a corollary meaning.

Dispatch Priority means the initial priority assigned by the State Operations Centre, using a structured call taking process, to the allocation of a Patient Transport Vehicle and Crew to an Incident.

Dispatch Priority 1 means the initial priority assigned by the State Operations Centre, using a structured call taking process, to the allocation of a Patient Transport Vehicle and Crew to an emergency Incident that is time-critical.

Dispatch Priority 2 means the initial priority assigned by the State Operations Centre, using a structured call taking process, to the allocation of a Patient Transport Vehicle and Crew to an urgent Incident that is time-critical.

Dispatch Priority 3 means the initial priority assigned by the State Operations Centre, using a structured call taking process, to the allocation of a Patient Transport Vehicle and Crew to a non-emergency Incident that is time-critical.

Dispatch Priority 4 means priority assigned when a Patient Transport Vehicle and Crew are booked to arrive at a predetermined time.

Dispute means a question, difference or dispute between the Parties.

Event of Default means the occurrence of any one of the following events:

- (a) the Provider breaches a material obligation under this Agreement that cannot be remedied, provided that the Principal has given the Provider written notice of such a breach;
- (b) the Provider breaches any other material obligation under this Agreement and that breach is not remedied within 10 Business Days after the Principal gives a notice to the Provider requiring the breach to be remedied;

- (c) an act or omission by the Provider results in a breach of this Agreement that in the reasonable opinion of the Principal has such significant implications that the provision of Services ought to cease;
- (d) the Provider breaches a significant number of other obligations which may not be material in their own right, but an accumulation of them gives rise to a substandard service and the Principal has given the Provider written notice of these breaches and they have gone unremedied for a period of 60 days;
- (e) a representation or warranty made by the Provider under this Agreement is or becomes materially untrue or is breached in a material manner;
- (f) an Insolvency Event occurs in respect of the Provider;
- (g) the Provider breaches clause 12.1 or 17.2; or
- (h) if in the reasonable opinion of the Principal, the reputation of the Principal, the State or the Government of Western Australia is, or is likely to be damaged by any act or omission of the Provider, or a person having Control over the Provider,

noting that the Principal may in its sole discretion, but is not bound to, take into account matters outside the control of the Provider in assessing whether an Event of Default has occurred (including, but not limited to, overall demand trends reflecting ordinary course seasonal disease burden fluctuations, changes in care guidelines for Patient treatment, widespread illness of staff, and the standards of, access to and levels of treatment occurring at other hospitals across the State).

Force Majeure means any unavoidable event, cause or circumstances beyond the Provider's control, including but not limited to:

- (a) a cyclone, lightning, earthquake or other natural disaster;
- (b) a flood;
- (c) a fire;
- (d) an act of God;
- (e) a foreign invasion, war, terrorist act, riot, civil commotion or national emergency;
- (f) a nuclear disaster, or radioactive contamination;
- (g) a civil accident or any epidemic or quarantine;
- (h) an interruption or shortage in power supply; or

- (i) a strike or any other form of industrial action, except for a strike or any other form of industrial action by only the Provider's employees.

Government Agency means any government or any governmental, semi- governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, Minister of the Crown, agency, entity or Parliament.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hospital means all public hospitals, regional resources centres, integrated district health services and primary health care sites included in the Metropolitan and WACHS Hospital Services Matrix in the WA Health Clinical Service Framework 2014-2024.
http://www.health.wa.gov.au/hrit/docs/publications/Clinical_Framework_2014-2024.pdf

Incident means an event which State Operations Centre determines requires the attendance of a Patient Transport Vehicle and Crew.

Insolvency Event means the happening of any of these events:

- (a) an order is made, or an application is made to a court for an order, that a body corporate be wound up (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days);
- (b) except to reconstruct or amalgamate while solvent, a body corporate:
 - (i) is wound up or dissolved;
 - (ii) resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so; or
 - (iii) enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors;
- (c) a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate;

- (d) a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the Corporations Act) or similar officer is appointed, or an application is made to a court for an order (and in the case of an application it is not stayed, withdrawn or dismissed within 30 days), or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate or any asset or undertaking of a body corporate;
- (e) any step is taken to enforce security over (and it is not set aside or satisfied within 30 days), or a distress, attachment, execution or other similar process is levied, enforced or served out against any asset or undertaking of a body corporate;
- (f) the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgment or order for the payment of money or the recovery of any property (and it is not set aside or satisfied within 30 days);
- (g) a body corporate:
 - (i) takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation;
 - (ii) stops or suspends payment of all, or a class of, its debts (other than in the case of a bona fide dispute);
 - (iii) is or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:
 - (A) insolvent or unable to pay its debts when they fall due; or
 - (B) the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act; or
 - (iv) is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the Corporations Act; or
 - (v) ceases, or threatens to cease, to carry on all or a material part of its business;
- (h) a person becomes an insolvent under administration as defined in section 9 of the Corporations Act or action is taken which could result in that event; or

- (i) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Inter Hospital Patient Transport means the transport of a Patient in the Service Area from one Hospital to another or to an airfield for transport to a Hospital.

Key Performance Indicators means the key performance indicators set out in Schedule 8.

Laws means all applicable present and future laws including:

- (a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction of the State or the Commonwealth of Australia;
- (b) principles of law or equity; and
- (c) fees, rates, taxes, levies and charges payable in respect of those things referred to in items (a) and (b) of this definition,

whether or not existing at the date of execution of this Agreement.

Licence means any licence, permit, approval, qualification, registration or authority, which is or may from time to time, be required for the Provider to provide the Services, in accordance with this Agreement.

Metropolitan Perth Area means the area bound by the following coordinates (Refer Appendix A):

Point	Latitude	Longitude
A	-31.466047	115.563889
B	-31.445042	115.738480
C	-31.75178	115.908257
D	-31.705397	116.041718
E	-31.902306	116.204056
F	-32.420391	116.017654
G	-32.363941	115.908699
H	-32.578754	115.815914
I	-32.569622	115.665413

Off Stretcher means the duration from the arrival of the Patient Transport Vehicle at the receiving Hospital's emergency department to the transfer of

the Patient from the care of the Provider's Crew to the care of the Hospital staff.

Paramedic means a paramedic as stipulated in the Service Standards.

Party means a party to this Agreement.

Patient means a person who a Service has been requested for or delivered to.

Patient Care Record means the medical and clinical record(s) required to be created by the Provider in accordance with the Service Standards in the provision of Services to a Patient pursuant to this Agreement, whether written, computerised or stored by any other means, and includes the information required to be retained by the Provider under clause 3.4(a).

Patient Medical Record means all medical, clinical and other patient records relating to the provision of medical and related services by the Principal's employees, agents and contractors to Patients as part of the Principal's operations, whether written, computerised or stored by any other means.

Patient Transport Vehicle means a patient transport vehicle as stipulated in the Service Standards.

Principal means the State of Western Australia acting through the Department of Health.

Principal Officer means the principal officer for each party specified in Schedule 1.

Principal's Background IP means any and all intellectual property owned by or licensed to the Principal as at the date of this Agreement, which is made available to the Provider by the Principal in connection with this Agreement, but does not include Contract IP.

Principal's Covenants means the agreements and obligations contained or implied in this Agreement or imposed by law to be observed and performed by the Principal.

Principal's Officers means those persons listed as Principal Officers in Schedule 1.

Principal's Representative means the representative of the Principal as appointed from time to time and includes any company established by the Principal for the purpose, and if there is no Principal's Representative at any time means the Principal. At the commencement of this Agreement, the Principal's Representative is the person or corporation (if any) specified in Schedule 1.

Provider's Background IP means any and all intellectual property owned by or licensed to the Provider as at the date of this Agreement,

which is made available to the Principal by the Provider in connection with this Agreement, but does not include Contract IP.

Provider's Covenants means the covenants, agreements and obligations contained or implied in this Agreement, imposed by Law, to be observed and performed by the Provider.

Provider's Property means all items of plant and equipment and associated operating and software systems and servers (including licences) used in or ancillary to the provision of the Services.

Provider's Representative means the person so nominated from time to time by the Provider. At the commencement of this Agreement the Provider's Representative is the person specified in Schedule 1.

Public Holiday means a day other than a weekend or a Business Day.

Ramping means the length of time in excess of 20 minutes that the Provider's Patient Transport Vehicles wait at a Hospital's emergency department from the arrival at emergency department until the Patient Transport Vehicle is available to return to active service.

Records means records and information of any kind, including originals and copies of all Patient Care Records, accounts, financial statements, books, files, reports, records, correspondence, documents and other materials created for, or relating to, or used in connection with, the provision of the Services, whether or not containing Confidential Information, and however such records and information are held, stored or recorded.

Relevant Period means in respect of any Record:

- (a) a minimum of 7 years after the creation of the Record; and
- (b) any additional length of time required under any Law or by any Government Agency.

Response means attendance at an Incident by a Patient Transport Vehicle and Crew that meet the minimum standards as determined by the Provider's Clinical Services Framework. In the event that multiple Patient Transport Vehicles and Crews are assigned to the same Incident, the first to arrive at the scene shall be the time counted for the purposes of reporting.

Response Time means the response times stipulated in Schedule 3.

Response Time Target means the response time target(s) set out in Schedule 3.

Services means the services described in Schedule 2 provided to Patients by the Provider.

Service Area means the area described in Schedule 2.

Service Equipment means all plant, vehicles and equipment used by the Provider to deliver the Service and is more particularly defined in Schedule 4 of this Agreement.

Service Payment means the sums payable to the Provider in accordance with Schedule 5 to this Agreement.

Service Staff means all employees, agents, subcontractors, volunteers or consultants of the Provider used directly for the provision of the Service.

Service Standards means the Service standards described in Schedule 4 and each of them.

Specified Rate means on any day, the then applicable per annum benchmark interest rate as defined in s136(1) of the *Fringe Benefits Assessment Act 1986* (Cth).

State means the Crown in right of the State of Western Australia, any parliament, department, agency of instrumentality of the State of Western Australia, and any Minister, whether body corporate or otherwise.

State Operations Centre means the Provider's central co-ordination centre for the Services as set out in the Service Standards.

St John Ambulance Western Australia Ltd Data Extract Specification means the arrangement between the Provider and the Principal regarding the provision of, and access to, some regular generic data and reporting in relation to key the Services as set out in Appendix B (which may be amended by the Parties from time to time).

Transition Plan means the transition plan set out in Schedule 7.

Volunteer Transport Officer means a volunteer transport officer as stipulated in the Service Standards.

WA Health means Western Australia's public health system.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a gender includes other genders;

- (d) a reference to a person includes a public authority, a public body, a company and an incorporated or unincorporated association or body of persons;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;
- (f) an agreement, representation or warranty on the part of, or in favour of, 2 or more persons binds, or is for the benefit of, them jointly and severally;
- (g) a reference to this Agreement or another instrument includes all variations and replacements of either of them despite any change of, or any change in the identity of, the Principal or the Provider;
- (h) a reference to a clause, schedule, attachment or appendix is a reference to a clause in, or a schedule, attachment or appendix to, this Agreement;
- (i) all the provisions in any schedule, attachment or appendix to this Agreement are incorporated in, and form part of, this Agreement and bind the Principal and the Provider;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) if a body, corporation, board, agency or organisation referred to in this Agreement has ceased to exist, then reference to that organisation shall be deemed a reference to the body, corporation, board, agency or organisation which has substantially the same objects, powers and functions as the body, corporation, board, agency or organisation first mentioned;
- (l) no rule of interpretation is to be applied to disadvantage a Party on the basis that it was responsible for preparing this Agreement;
- (m) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (n) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;
- (o) a reference to writing includes all means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- (p) a reference to time is to local time in Perth, Western Australia;
- (q) a reference to a month is to a calendar month;

- (r) a reference to a monetary amount means that amount in Australian currency;
- (s) a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
- (t) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (u) if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day; and
- (v) unless contrary to the sense or context, a covenant by the Provider not to do or omit to do any act or thing includes:
 - (i) a covenant not to suffer that act or thing to be done or omitted by any agent, employee, contractor or sub-contractor of the Provider; and
 - (ii) a covenant to do everything necessary to ensure that the act or thing is not done or omitted to be done.

1.3 Headings

Headings are for ease of reference only and do not affect the interpretation of this Agreement.

1.4 Civil Liability Act

Part 1F of the *Civil Liability Act 2002* (WA) does not apply to this Agreement.

2. PROVISION OF SERVICES

2.1 Services

The Provider must provide the Services in the Service Area throughout the Agreement Period to a Patient in accordance with the terms of this Agreement and all Laws.

2.2 Hours of Provision

The Services must be provided and be available 24 hours per day every day of the year.

2.3 Service Standards

In providing the Services the Provider must comply with the Service Standards as set out in Schedule 4.

2.4 Services for Country WA

The Provider must use its best endeavours to:

- (a) provide a Country Sub Centre at all locations stipulated on the Country Sub Centre List in Schedule 2; and
- (b) maintain optimum numbers of volunteers in all Country Sub Centres.

2.5 Response Time Targets and Arrival Time Targets

The Provider must ensure that the Services meet the Response Time Targets and Arrival Time Targets in Schedule 3.

2.6 Key Performance Indicators

The Services must be provided so that they meet the minimum requirements of the Key Performance Indicators as stipulated in Schedule 8.

2.7 Skill and judgment

- (a) The Provider acknowledges that the Principal is relying on the professional skill and judgment of the Provider in the performance of this Agreement.
- (b) The Provider warrants that to the best of its knowledge Service Staff have all necessary skill, training and qualifications to provide the Services in accordance with this Agreement.

2.8 Service Staff

- (a) The Provider must:
 - (i) ensure that all the Service Staff are competent and have the necessary skills, training and qualifications, including any applicable requisite registration to practise in WA; and
 - (ii) monitor and ensure ongoing licensing, accreditation and registration of the Service Staff.
- (b) The Service Staff must at all times be required to wear identification badges which are acceptable to the Principal.

2.9 Service Equipment

- (a) During the Agreement Period the Provider must provide and maintain the Service Equipment in a manner consistent with providing the Services and achieving the Service Standards.

- (b) The Provider must maintain a schedule of the Service Equipment that is available to the Principal on request (**Service Equipment Schedule**).
- (c) The Service Equipment Schedule must provide for and record:
 - (i) ongoing preventative and remedial maintenance; and
 - (ii) future Service Equipment replacement and upgrade.
- (d) The Provider maintains and repairs the Service Equipment in accordance with the manufacturer's standards and recommendations, and in accordance with any relevant regulations.
- (e) The Provider must ensure that the Service Equipment, in particular vehicles are inspected prior to commencement of a shift for any damage, and to ensure that vehicles are roadworthy at all times.

2.10 Manner of delivery

The Provider must co-operate with the Principal and the Hospital in delivering the Services in a conscientious, expeditious and professional fashion to ensure the efficient and continuous management and treatment of Patients.

2.11 Demand for Services

The Provider acknowledges and agrees that no undertaking, warranty or guarantee is given in respect of the demand for Services over the Agreement Period.

2.12 Inter Hospital Patient Transport

The Principal will use its reasonable endeavours, including where necessary, the distribution of an operational directive, to ensure that:

- (a) all Hospitals outside of the Metropolitan Perth Area listed as Department of Health services on the following website <http://www.health.wa.gov.au/services/category.cfm?Topic ID=2> which is subject to change over the Term of the Agreement, will purchase all of the Inter Hospital Patient Transport Services that they require, and are provided by the Provider through this Agreement, from the Provider. A Hospital may utilise another provider only on an occasion where the Provider declines to provide the Service; and
- (b) all Hospitals within the Metropolitan Perth Area listed as Department of Health services on the following website <http://www.health.wa.gov.au/services/category.cfm?Topic ID=2> which is subject to change over the Term of the Agreement, will purchase from the Provider all of the Inter Hospital Patient

Transport Services that they require for Patients of a higher acuity than that defined as Low or Medium acuity in the panel contract identified as 'HCNS120214'.

2.13 Emergent technology and future Services

- (a) The Provider must have the flexibility, commitment and willingness to negotiate in good faith with the Principal on the introduction of new treatments, products and technology.
- (b) The Provider must give the Principal notice of the introduction of significant changes to the Service within 30 days of the change.

2.14 Options to extend

- (a) The Agreement Period may be extended by the Principal at the Principal's absolute discretion for the period set out in Schedule 1 (**Extension Periods**) in the manner set out in this provision.
- (b) In electing to extend the Agreement, the Principal may require a review and amendment of the Schedules of the Agreement.
- (c) If the Principal elects to extend the Agreement Period, it must provide a notice of intention to extend (**Notice of Intention to Extend**) to the Provider not less than 6 months from the expiry of the original Agreement Period or subsequent period. The Notice of Intention to Extend must include an outline of the Schedules and the terms of the Agreement that the Principal requires to be reviewed.
- (d) The Notice of Intention to Extend is not binding on the parties. The parties must agree on the revision of the Schedules and Agreement as outlined in the Notice of Intention to Extend.
- (e) Each party may agree or not agree to extend this Agreement in its absolute discretion.
- (f) Once the Notice of Intention to Extend is received, and the Provider agrees with the extension request, the parties must enter into bona fide negotiations in respect of the Schedules and the terms of this Agreement in respect of the Extension Period.
- (g) A failure to provide the Notice of Intention to Extend does not preclude the parties from agreeing to extend this Agreement.

The Principal's options to extend the Agreement Period are set out in Schedule 1.

2.15 High Acuity Service

For the term of this Agreement the Principal will purchase road based patient transport services for Patients of a higher acuity than that defined

as Low or Medium acuity in the panel contract identified as 'HCNS 120214' exclusively from the Provider, except as allowed under clause 2.12(a).

3. PERFORMANCE; MANAGEMENT AND COMPLIANCE WITH LAWS

3.1 Compliance with Laws

The Provider must comply with all Laws in respect of this Agreement including Laws relating to the provision of the Services.

3.2 Compliance with State Policy

- (a) Subject to clause 3.2(b), the Provider must comply with, and ensure the Service Staff comply with, all policies enacted by the Principal or the Hospital (acting reasonably) applicable from time to time.
- (b) The Principal will provide the Provider with access to all applicable policies from time to time.

3.3 Keeping of Records

- (a) The Provider must keep proper Records in respect of this Agreement including but not limited to:
 - (i) financial transactions;
 - (ii) Patient Care Records;
 - (iii) Service Staff records;
 - (iv) Service Equipment registers;
 - (v) the amount and nature of the Services used by Hospitals, including the means of calculation of invoices to a public hospital, and any complaints made regarding the provision of the Services.
- (b) The Records must be kept, notwithstanding the expiry or termination of this Agreement for any reason, for the Relevant Period in accordance with:
 - (i) accounting principles and practices generally accepted in Australia;
 - (ii) the Australian Accounting Standards and Statement of Accounting Concepts; and
 - (iii) a request from the Principal so as to comply with obligations owed under the *State Records Act 2000* (WA), as if the Provider were a government organisation as defined by that Act.

- (c) The Provider must use all reasonable endeavours to obtain a waiver of any confidentiality obligations owed by it to third parties that may apply to any Records, where required.
- (d) The Provider must ensure that all Records created for, or relating to, or used in connection with, the provision of the Services can be made available to audit and inspection by the relevant governing bodies.

3.4 Keeping of Patient Care Records

- (a) All right, title and interest in a Patient Care Record automatically vests in and is the property of the Provider upon its creation. The Principal has no right, title or interest in or to a Patient Care Record, other than:
 - (i) subject to Laws, rights to retain copies of the Patient Care Records for the purposes of updating the Primary Medical Record, and government funding matters, this right continues after the expiry of the Agreement;
 - (ii) subject to Laws, rights to retain copies of the Patient Care Records for the purposes of providing clinical services, training, research and development, clinical trials and the advancement of medical education, providing such purposes are not for commercial gain and that the Provider is acknowledged as the source, this right continues after the expiry of the Agreement; and
 - (iii) provided the consent of the Patient is obtained, rights to retain copies of, or seek new copies from the Provider.
- (b) The Provider agrees to do all things necessary to give effect to clause 3.4(a).
- (c) The Provider must as soon as reasonably practicable following the conclusion of the Patient's transfer to a Hospital make available the Patient Care Record to the Hospital to enable the Hospital to update the Patient Medical Record in respect of the Patient and copy the Patient Care Record if required. The Parties agree to work together to provide the Patient Care Record in alternative formats such as modified electronic files.
- (d) In the event that a practical low cost and effective interface cannot be made between the Provider's patient administration system and receiving Hospital's patient administration system, the Provider must, subject to the receiving Hospital providing the Provider with access to its patient administration system, ensure that Patient Care Records for admission, discharge and transfer are available and updated within the receiving Hospital's

Principal's patient administration system as soon as reasonably practicable following the patient's admission to a Hospital.

- (e) All right, title and interest in the Patient Medical Record vests in and is the property of the Principal. The Provider has no right, title or interest in or to any Patient Medical Record.
- (f) If requested by the Provider, the Principal will, with the Patient's consent, give the Provider copies of the Patient's Patient Medical Record to perform the Services pursuant to this Agreement.

3.5 Access to Records

- (a) During the Relevant Period, the Provider must, subject to Laws, give every assistance to, and make the Records available to:
 - (i) the Principal through its employees;
 - (ii) the Principal's Representative;
 - (iii) the Auditor-General through its employees;
 - (iv) any Government Agency through its employees; and
 - (v) any other person nominated by the Principal from time to time, upon request from the Principal for any reason throughout the Term of the Agreement and from time to time.
- (b) The Provider acknowledges that the Principal, the Auditor-General and any Government Agency which receives Records under clause 3.5(a) may maintain, reproduce, destroy or transfer those Records in accordance with their obligations under the *State Records Act 2000* (WA).
- (c) The Provider acknowledges and agrees that the persons listed in clause 3.5(a) may:
 - (i) use or copy any of the Records made available under clause 3.4 or 3.5; or
 - (ii) disclose the Records made available under clause 3.4 or 3.5 or copies of the Records made available under clause 3.4 or 3.5 to any person or Government Agency for the purpose of complying with its obligations at Law.
- (d) The Parties acknowledge that nothing in this clause 3.5 is intended to operate to affect any exemption from disclosure that may be available to the Principal under the *Freedom of Information Act 1992* (WA).

3.6 Licences

The Provider must:

- (a) keep in full force and effect, throughout the Agreement Period, all Licences;
- (b) ensure that all facilities and all Service Staff have and keep in full force and effect, throughout the Agreement Period, all necessary Licences; and
- (c) comply with, and ensure the Service Staff comply with, those Licences.

3.7 Health Alert

Where the Provider must notify the State in respect of any event that occurs (including but not limited to contraction of or exposure to a potentially serious or contagious illness or disease) in relation to a Service Staff or Patients which causes, or has the potential to cause, a danger to the health or well-being of a Patient or other persons, the Provider must also notify the Principal's Representative.

3.8 Service Agreement Management

- (a) The Provider must undertake proactive Agreement management throughout the term of the Agreement. This may include, but is not limited to:
 - (i) identifying and communicating opportunities for:
 - (A) cost reduction to the Principal;
 - (B) greater efficiency of the Services;
 - (C) improved environmental outcomes;
 - (D) risk management;
 - (E) ongoing performance management;
 - (F) reporting on financial and performance data;
 - (G) continuous improvement;
 - (H) meetings with the Principal; and
 - (I) maintenance of systems/processes for resolving issues.
- (b) The Provider must allow an appropriate representative from the Principal to inspect any vehicles, equipment, vehicle and equipment certifications, and crew identity cards, to assure the

Principal that Services are being delivered in accordance with Agreement. This may include an appropriate representative from the Principal travelling as an observer. There must be compliance with any such requests as soon as is reasonably practicable.

3.9 Provider's Representative

- (a) The Provider must nominate one or more representatives as the primary contact.
- (b) The Provider's Representative will be responsible for:
 - (i) meeting with the Principal's Representative, as requested;
 - (ii) reporting on and discussing Service Agreement performance, including written reports;
 - (iii) providing updates and reports on performance against KPIs;
 - (iv) addressing and resolving any issues that arise throughout the course of the Service Agreement; and
 - (v) following up any incident reports.
- (c) The Provider's Representative must meet with the Principal's Representative on a monthly basis, or as requested, to discuss issues arising in the course of business as usual and to discuss reports.

3.10 Reporting Requirements

- (a) The Provider must ensure the content and format of all reports is as agreed with the Principal's Representative.
- (b) If requested, and subject to Laws, the Provider must allow the Principal's Representative, or delegate, to have reasonable access to, and to obtain information from, the Provider's records and Service Staff for the purposes of confirming accuracy of any report submitted.
- (c) The Principal's Representative will exercise reasonable discretion in assessing the Provider's performance and will take into account any issue raised by the Provider which was beyond the Provider's reasonable control and which fairly caused the Provider to fail to meet its responsibilities.
- (d) The Principal's Representative may review the structure and format of the reports and may (acting reasonably), during the term of the Agreement, require changes to be made to the reports provided by the Provider at the Principal's cost.

- (e) The Provider must submit Weekly, Monthly, Quarterly and Annual reports in accordance with the Reporting Requirements in Schedule 6 within 20 days of the end of each reporting period. In all reports Country Sub Centres include sub branches and Country Sub Centres with fewer than 250 cases in the previous 12 months may be grouped as "others".
- (f) The Provider must submit reports to the Principal in respect of the St John Ambulance Western Australia Limited Data Extract Specification.
- (g) The Provider must provide on a monthly basis a report to the Principal detailing occasions where the Provider was unable to provide Services as contracted in this Agreement. This may include the following:
 - (vi) occasions where the Service Staff provided Services and did not have the required skills, qualifications, or experience;
 - (vii) occasions where the Provider has identified that the Service was provided in a manner which did not align with the Clinical Practice Guidelines; or
 - (viii) occasions where the State Operations Centre was unavailable.
- (h) The Provider must provide in a timely manner:
 - (i) all available information in relation to the Services that the State requires to fulfil the Minister's obligations as Minister of the Crown including without limitation all information required to answer parliamentary questions and ministerial enquiries;
 - (ii) any other activity information the Principal reasonably considers appropriate. This may include the timely provision of an electronic download of activity data; and
 - (iii) the provision of information by the Provider is limited to information pursuant to this Agreement and that the Provider can legally provide and is not otherwise considered Confidential Information.
- (i) The Principal will direct all requests for information through the Principal's Representative.
- (j) The Provider must provide a copy of its Annual Report, Auditors Report and audited Balance Sheet for each of the financial years immediately preceding by 30 November of each year. The annual financial statements must be audited by a person who is independent of the Provider and who is a member of a recognised

professional body of accountants. The Annual Report of the Provider must include:

- (i) Whole-of-Organisation Financial Position (Balance Sheet);
 - (ii) Whole-of-Organisation Financial Performance (Income & Expenditure);
 - (iii) Whole-of-Organisation Statement of Cash Flows;
 - (iv) Notes to the Financial Statements;
 - (v) Management Board Certification Whole-of-Organisation Statement; and
 - (vi) Independent Auditor's Report Whole-of-Organisation.
- (k) The Provider and Principal must work cooperatively and in good faith to jointly develop a Transition Plan. The joint development of a Transition Plan must commence at the request of the Principal.

3.11 Provision of Information by the Principal

The Principal must provide to the Provider sufficient information (where that information is available to the Principal and able to be provided) about a Patient to enable the Provider to render an invoice to that Patient for any Service(s) provided.

4. MAJOR INCIDENT PLANNING AND PREPAREDNESS

- (a) The Provider has specific responsibilities for major incident planning and preparedness assigned through the State Emergency Management Committee (SEMC). The Provider must maintain a robust level of emergency management capability in order to fulfil its obligations.
- (b) The Provider must maintain disaster management and response plans that fulfil the Provider's responsibilities under the Emergency Management Act 2005 and Emergency Management Regulations 2006, as outlined in the relevant State Emergency Management Plan – WESTPLANS, and are interoperable with the Department of Health;
- (c) The Provider must develop an emergency management capability development plan with an estimated value of no less than \$850,000/annum.
 - (i) The plan must be developed in collaboration with the Department of Health Disaster Management Preparedness and Management Unit. Collaboration is

expected to ensure that the plan meets the expectations of the Principal and SEMC objectives.

- (ii) The plan must contain:
 - (A) disaster management training to be provided to appropriate Service Staff as determined by the Provider;
 - (B) at least one Provider initiated multiple/mass casualty exercise;
 - (C) Provider participation in at least one state level interagency field exercise each year; and
 - (D) other services, staff, and/or equipment that enables the Provider to fulfil its specific responsibilities for major incident planning and preparedness;
- (iii) The plan must not contain services, staff, or equipment that do not have a direct link to the building and maintaining of emergency management capability for the Provider; and
- (iv) The plan must include project timeframes, costs and completion dates.
- (d) The Provider must provide a final copy of the plan to the Principal's Representative and key contact at the Department of Health Disaster Management Preparedness and Management Unit by 30 June annually.
- (e) The Provider must provide the Principal's Representative and key contact at the Department of Health Disaster Management Preparedness and Management Unit with a quarterly activity report of progress against one of the of the emergency management capability development plan.

5. FURTHER OBLIGATIONS OF PROVIDER

5.1 Working with children

If the Services involve "child-related work" (as that term is defined in section 6 of the *Working with Children (Criminal Record Checking) Act 2004* (WA)) ("**the Working with Children Act**") then:

- (a) all Service Staff who will undertake "child-related work" must provide to the Principal an assessment notice under section 12 of the Working with Children Act before they commence work under this Agreement; and

- (b) the Provider must otherwise at all times comply, and ensure that those Service Staff comply, with the provisions of the Working with Children Act.

5.2 Police clearance

- (a) The Principal may request the Provider, throughout the Term of the Agreement and from time to time, to obtain and provide to the Principal an Australia-wide police clearance in respect of the Service Staff who will be required to, or are likely to perform the Services in contact with the community.
- (b) The Provider must comply with the Principal's request within thirty (30) Business Days of such a request.
- (c) If any police clearance evidences that any of the Service Staff has been convicted of a criminal offence punishable by imprisonment or detention not being a spent conviction within the meaning of the *Spent Convictions Act 1988* (WA), then the Principal may, without prejudice to the Principal's other rights under this Agreement, request the Provider to promptly remove that personnel from involvement in the provision of the Services.
- (d) If the Provider is requested to remove any of its personnel under this clause 5.2, the Provider must, at its own cost, promptly remove that personnel from all involvement in the provision of Services and arrange for a replacement of that personnel.

5.3 State's smoke free policy

- (a) Pursuant to the Principal's smoke free policy all of the Principal's facilities including hospitals, grounds, buildings, car parks and vehicles are required to be completely smoke free.
- (b) Under this policy, visitors, patients, employees and contractors are not permitted to smoke on any of the Principal's owned or leased buildings, grounds or vehicles.
- (c) The Provider must ensure that the Service Staff are aware of, and comply with this policy in respect of all premises and vehicles used for the provision of the Services.

5.4 Meeting

- (a) The Provider's Representative must be available to attend monthly contract management meetings in relation to this Agreement.
- (b) The Parties agree that at the first monthly meeting terms of reference and a timetable for the monthly meetings will be established and agreed upon by the parties.

- (c) The Principal Officers or their appointed delegate must be available to attend the monthly meeting that follows the submission of the quarterly report by the Provider.

5.5 Occupational Safety And Health

- (a) The Provider agrees that for the purposes of the *Occupational Safety and Health Act 1984* (WA) ("**the OSH Act**") the Provider has control of the vehicles used for the Services.
- (b) The Provider releases and will indemnify and keep indemnified the Principal from and against all actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Principal shall or may be or become liable by reason of the OSH Act in respect of the vehicles or their use.
- (c) The Provider must comply and must ensure the Service Staff comply with the OSH Act, any Code of Practice approved under that Act, the Occupational Safety and Health Regulations 1996 (WA).
- (d) The Provider must:
 - (i) have an appropriate Occupational Health and Safety (OH&S) Management System which is comprehensive and appropriate to the size and nature of their operations; and
 - (ii) be able to verify its implementation in practice.
- (e) The Provider must demonstrate the following through the OH&S Management System:
 - (i) compliance with OH&S legislative requirements;
 - (ii) the completion and documenting of Risk Assessments as required;
 - (iii) its manual handling training processes;
 - (iv) evidence of OH&S performance and incident reporting; and
 - (v) evidence of a recording and action system for noncompliance.
- (f) The Provider must ensure appropriate and adequate equipment is supplied and utilised by the Service Staff.

5.6 Risk Management

- (a) The Provider must have in place risk management processes, which are comprehensive and appropriate to the size and nature of its operations.
- (b) The risk management processes must consider the elements of the Service that may represent a commercial, environmental, workplace, or health risk affecting continuation of the Services or otherwise impacting WA Health or Patients.
- (c) The risk management processes must be compliant with any applicable Australian Standard relating to risk management plans, and must adequately address all identifiable risks, including staffing, telecommunications, Service Equipment and Service continuity and patient and which at a minimum covers:
 - (i) staffing;
 - (ii) Service Equipment;
 - (iii) Service continuity;
 - (iv) patient transfers; and
 - (v) all Services.

and which is to be provided to the Principal within five Business Days of a written request.

5.7 Quality Assurance and Governance

- (a) The Provider must maintain ISO9001 compliance for the provision of the Service in the Metropolitan Perth Area.
- (b) The Provider must use its best endeavours to apply the principles of ISO9001 to the Service in Country WA.
- (c) The Provider must have a corporate and clinical governance framework that addresses the structures, systems and processes that assure the quality, accountability and proper management of a Provider's operation and delivery of the Service.

5.8 Environmental Management

- (a) The Provider must have an environmental management system that is appropriate to the size and nature of their operations.
- (b) The environmental management system must consider the environmental aspects relating to the supply of the Services, and how negative impacts will be minimised or improved.

Environmental aspects include use of resources, and emissions to air, land and water.

5.9 Clinical Governance Framework

- (a) The Provider must maintain a Clinical Governance Framework that aligns, where practicable, with the Principal's Clinical Governance Framework as provided to the Provider from time to time.
- (b) The Provider must provide to the Principal a current version of its Clinical Governance Framework. The parties acknowledge that the Clinical Governance Framework is Confidential Information and contains commercial in confidence content.
- (c) The Provider's Clinical Governance Framework must include policies, procedures and training activities that ensure a systematic approach to maintaining and improving the quality of the Services. This must include:
 - (i) education, training and supervision;
 - (ii) clinical protocols and procedures; and
 - (iii) clinical audit.
- (d) Unless agreed with the Principal's Representative in writing, the Clinical Governance Framework must be overseen by the Medical Policy Committee which is supported by the Clinical Quality and Safety Committee and the Clinical Governance Operational Group.
- (e) The Provider must inform the Principal's Representative within twenty (20) Business Days of any changes to terms of reference for Medical Policy Committee, Clinical Quality and Safety Committee, or Clinical Governance Operational Group.
- (f) The Provider must allow an appropriate representative from the Principal to audit the Provider's Clinical Governance Framework, including all supporting documentation, annually.
- (g) The Provider must allow an appropriate representative from the Principal to attend all Medical Policy Committee meetings.
- (h) The Provider must review all policies and procedures annually (at a minimum) in light of evidenced based data and inform the Principal's Representative at the next monthly meeting from when the review(s) has occurred and if any changes are necessary, including changes to the relationship between clinical governance and the organisational structure.

5.10 Clinical Practice Guidelines

- (a) The Provider must:

- (i) maintain evidence based Clinical Practice Guidelines. The Clinical Practice Guidelines must define the appropriate health care practiced by the Provider for specific clinical circumstances;
 - (ii) review the Clinical Practice Guidelines at least once throughout the Term of the Agreement, and update it as required;
 - (iii) ensure all changes to the Clinical Practice Guidelines are approved by the Medical Policy Committee; and
 - (iv) inform the Principal's Representative at the next monthly meeting of any material changes to the Clinical Practice Guidelines.
- (b) The Provider must provide to the Principal a current version of the Clinical Practice Guidelines. The parties acknowledge that the Clinical Practice Guidelines is Confidential Information and contains commercial in confidence content.

5.11 Incident and Complaints Management

- (a) The Provider must ensure that complaints and patient safety and quality incidents are recognised, reported and analysed, and this information is used to improve safety systems. To enable this the Provider must ensure:
- (i) processes are in place to support the workforce recognition and reporting of incidents and near misses;
 - (ii) systems are in place to analyse and report on incidents;
 - (iii) feedback on the analysis of reported incidents is provided to the workforce;
 - (iv) action is taken to reduce risks to Patients identified through the incident management system; and
 - (v) incidents and analysis of incidents are reviewed at the highest level of governance in the organisation.
- (b) The Provider must:
- (i) maintain a complaints and issues register for all written complaints received about the Service (excluding any complaints in respect of the cost of the Service), and issues registered;
 - (ii) ensure that the complaints and issues register contains the following information, at a minimum:

- (A) the name and relationship of the complainant;
 - (B) the nature of the complaint or issue;
 - (C) the date the complaint or issue is received;
 - (D) details of any investigation of the complaint or issue;
 - (E) the outcome of any investigation of the complaint or issue; and
 - (F) any action taken;
- (iii) acknowledge all complaints received in writing within five (5) Business Days of submission; and
 - (iv) respond to all complaints within thirty (30) Business Days of submission. At a minimum, this response must include a proposed resolution or proposed actions and next steps.
- (c) The Provider must report all Severity Assessment Code (SAC) 1 clinical incidents (as described at http://ww2.health.wa.gov.au/Corporate/Articles/S_T/Severity-assessment-codes) resulting in serious harm or death of a Patient. This includes all sentinel events (categories 1-8) which will now be reported as a SAC 1 clinical incident to the patient Safety Surveillance Unit (PSSU).
 - (d) The Provider must comply with WA Health's Clinical Incident Management Policy 2014 with respect to the notification of all SAC 1 clinical incidents. Specifically, the Provider must:
 - (i) notify the PSSU of all SAC 1 clinical incidents (including sentinel events) within seven (7) working days of the event's occurrence;
 - (ii) initiate appropriate investigations of all SAC 1 clinical incidents;
 - (iii) meet any other statutory reporting requirements;
 - (iv) report SAC 1 investigation findings to the PSSU within 28 working days of the event notification;
 - (v) implement and evaluate recommendations from clinical incident investigations within six (6) months of completing the investigation report;
 - (vi) provide report updates to the PSSU on completed and evaluated SAC 1 clinical incident recommendations every six months; and

- (vii) work collaboratively to investigate clinical incidents with other hospital/health providers/organisations when incidents occur across health service boundaries.

5.12 Safety and Quality Improvement

- (a) The Provider must recognise the necessity for, and commit itself to, a philosophy of continuous improvement in quality of Service and professional standards.
- (b) The Provider must:
 - (i) conduct regular safety and quality audits as required for the organisation to be aware of safety and quality performance;
 - (ii) provide feedback on the analysis of the audits to the Service Staff;
 - (iii) ensure continuous improvement actions are taken based on audit results; and
 - (iv) ensure patient safety risks and audit results are reviewed at the highest level of governance in the organisation.
- (c) The Principal reserves the right to request changes to the audit and improvement processes, and information on audits conducted, audit results and continuous improvement activities as deemed required.

6. SERVICE PAYMENT

6.1 Service Payment to be paid by the Principal to the Provider

Subject to the Provider providing the Services in relation with this Agreement, the Principal must pay the component of the Service Payment properly payable in respect of the provision of Services as described in Schedule 5.

6.2 Payment of Service Payment by Principal

The Provider shall invoice the Principal in accordance with the provisions set out in Schedule 5.

6.3 Service Payment for Service

The Provider has the right to charge:

- (a) a Patient for any service, including Services pursuant to this Agreement; and
- (b) a Hospital for any service.

7. INSURANCES

7.1 Provision of insurances

The Provider must provide:

(a) Professional Indemnity Insurance

Professional Indemnity Insurance (including medical treatment) covering any breach of duty owed in a professional capacity by the Provider, the Service Staff on behalf of the Provider in respect of the Services and must be maintained for at least six (6) years after the termination of this Agreement for an amount of no less than \$20 million for any one claim with a provision of one automatic reinstatement of the full sum insured in any one period of insurance.

(b) Public Liability Insurance

Public and Products Liability Insurance covering the legal liability of the Provider, and the Service Staff arising out of the Services for an amount of no less than \$20 million for any one occurrence, and in the aggregate for Products Liability; and unlimited in the number of occurrences happening in the period of insurance for Public Liability. The State must be noted as a principal under the policy.

The insurance must include a cross liability clause in which the Insurer agrees to waive all rights of subrogation they may acquire against any of the Parties comprising the Insured, and the Insurer accepts the term "Insured" as applying to each of the Parties comprising the Insured as if a separate policy of insurance had been issued to each of them, subject to the overall sum insured not being increased thereby.

(c) Comprehensive Motor Vehicle Insurance

Comprehensive Motor Vehicle Insurance covering all motor vehicles used in connection with the Services provided in the Agreement for an amount of not less than its market or agreed value (as agreed between the Provider and the Insurer) as determined by the Provider, including third party liability insurance covering legal liability against property damage and bodily injury to or death of persons (including bodily injury gap protection) caused by such motor vehicles for an amount of not less than \$20 million for any one occurrence.

(d) Workers' Compensation Insurance

Workers' Compensation Insurance in accordance with the provisions of the Workers' Compensation and Rehabilitation Act 1981 (WA), including cover for common law liability for an amount

of not less than \$50 million for any one occurrence in respect of the Service Staff where employed by the Provider.

To the extent permitted by law, the insurance must be extended to indemnify the State as Principal for claims and liability under section 175 of the Workers' Compensation and Rehabilitation Act 1981 (WA).

(e) Personal Accident cover for volunteers

Personal Accident insurance covering Service Staff engaged by the Provider on a voluntary basis for an amount equal to the current Prescribed Amount under the Workers' Compensation and Injury Management Act 1981 (WA).

7.2 General

- (a) The professional indemnity insurance required under clause 7.1(a) must be extended to include:

 - (i) fraud, dishonesty, defamation, breach of confidentiality, infringement of patent, copyright, design, trade mark or circuit layout rights;
 - (ii) loss of or damage to documents and data; and
 - (iii) claims made under Schedule 2 (The Australian Consumer Law) section 18 of the Competition and Consumer Act 2010 (Cth), the corresponding section of the Fair Trading Act 2010 (WA) and any similar legislation in any other State or Territory in so far as they relate to the provision of Services provided in connection with the Agreement.
- (b) Any policy of insurance taken out by the Provider must be taken out with a reputable and solvent insurer acceptable to the Principal which carries on business in Australia and is authorised by the Australian Prudential Regulation Authority.
- (c) The Provider must, as soon as practicable, inform the Principal's Representative in writing of any occurrence (resulting from the delivery of the Service) which may give rise to a claim under any insurance required under clause 7.1 (except for claims in respect of insurances required under clause 7.1(c) and 7.1(d) unless those claims involve the State) and must keep the Principal's Representative informed of subsequent developments concerning the claim.

7.3 Maintenance of insurance

The Provider must:

- (a) punctually pay all premiums and amounts necessary for effecting and keeping current the insurance required under clause 7.1;
- (b) not vary or cancel any insurance required under clause 7.1 or allow it to lapse during the Agreement Period or otherwise do or allow to be done anything which may vitiate, invalidate, prejudice or render ineffective the insurance or entitle the insurer to refuse a claim; and
- (c) without limiting clause 7.3(b) promptly reinstate any insurance required under clause 7.1 if it lapses or if cover is exhausted.

7.4 Evidence of insurance

The Provider must produce or cause to be produced to the Principal sufficient evidence of the insurances required under clauses 7.1 and 7.2 namely certificates of currency for the relevant policies of insurance.

7.5 Territorial application of policies

The policies must respond to claims lodged and processed in an Australian jurisdiction.

7.6 Not to commence Service

The Provider must not begin to deliver the Services until it has complied with this clause 7 and failure of the Provider to comply with this clause 7 in its entirety will be an Event of Default that entitles the Principal to terminate this Agreement immediately.

8. INDEMNITY

8.1 Interpretation

In this clause, a reference to the Principal includes a reference to the State as well as the Principal, and to officers, employees and agents under the supervision of the Principal or the State.

8.2 Nature of indemnity

- (a) The Provider releases and indemnifies the Principal from and against all actions, proceedings, claims, demands, losses, damages, reasonable costs and expenses, including the costs of defending or settling any action, proceeding, claim or demand, which may at any time be brought or maintained against the Principal in respect of:
 - (i) the death of or illness or injury to any person; and
 - (ii) the loss of or damage to the property of any person,

directly or indirectly caused by or arising:

- (iii) out of any negligent act or omission on the part of the Provider or the Service Staff; or
- (iv) by reason of any breach by the Provider of the Provider's Covenants,

except to the extent caused or contributed to by the Principal or a Hospital provided that the Principal must not settle any claim, demand, action or proceeding without first consulting with the Provider for its opinion.

- (b) The Principal releases and indemnifies the Provider and the Service Staff from and against all actions, proceedings, claims, demands, losses, damages, reasonable costs and expenses, including the costs of defending or settling any action, proceeding, claim or demand, which may at any time be brought or maintained against the Provider in respect of:

- (i) the death of or illness or injury to any person; and
- (ii) the loss of or damage to the property of any person,

directly or indirectly caused by or arising:

- (iii) out of any negligent act or omission on the part of the Principal or its employees, agents or sub-contractors; or
- (iv) by reason of any breach by the Principal of the Principal's Covenants,

except to the extent caused or contributed to by the Provider or a Hospital, provided that the Provider must not settle any claim, demand, action or proceeding without first consulting with the Principal for its opinion.

8.3 Continuing indemnity

The indemnities contained in this clause 8 are continuing obligations on the part of the Provider and Principal, separate and independent of any other obligation on the part of the Provider, and will survive the termination or expiry of this Agreement.

9. FORCE MAJEURE

9.1 Notice of Force Majeure

If the Provider is unable to carry out its obligations under this Agreement by reason of a Force Majeure, it must give the Principal prompt written notice of the Force Majeure with reasonably full particulars concerning it.

9.2 Obligations suspended during Force Majeure

In the event of Force Majeure, the Provider's obligations, so far as they are affected by the Force Majeure, are suspended during the continuance of the Force Majeure.

9.3 Removal of Force Majeure

The Provider must use its best efforts to mitigate and remove the effects of the Force Majeure as quickly as possible.

10. DEFAULT, TERMINATION AND EXPIRY

10.1 Termination by Principal

- (a) If an Event of Default occurs the Principal may at its election by written notice to the Provider terminate this Agreement by giving 6 months notice, provided that such notice is given within 6 months of the date of the last event constituting the Event of Default in question.
- (b) If the Principal terminates this Agreement pursuant to this clause 10.1, any money owing to the Provider at the date of termination (being the Service Payment (General) payable for 6 months) will, subject to the terms of this Agreement, be payable to the Provider at termination.
- (c) If the Principal terminates this Agreement, the Principal may at its absolute discretion require the Provider to cease operations immediately or at a date stipulated by the Principal in the notice notwithstanding that the Provider is entitled to the Service Fee (General) for the duration of the 6 months notice period.

10.2 Termination by Provider

- (a) If the Principal is in breach of any of the Principal's Covenants for 20 Business Days after written notice of breach has been given to the Principal, the Provider may at any time by notice terminate this Agreement.
- (b) If the Provider terminates this Agreement pursuant to this clause 10.2, any money owing to the Principal at the date of termination will, subject to the terms of this Agreement, be payable to the Principal at termination.

10.3 Transition upon termination

- (a) In the event that a Party terminates by giving written notice under clause 10.1 or 10.2 (the Termination Notice), the Parties agree to work together in good faith to transition the provision of the

Services to the Principal or a third party nominated by the Principal.

- (b) The period of transition shall commence on and from the date of the Termination Notice given under either clause 10.1 or 10.2 and conclude on the date nominated by the Party issuing the Termination Notice provided that such date must not be more than 3 months after the commencement period (the Transition Period).
- (c) The terms of this Agreement shall continue to apply during the Transition Period.

10.4 Transition upon expiry of this Agreement

- (a) In the event that the Agreement expires the Parties agree to work together in good faith to transition the provision of the Services to the Principal or a third party nominated by the Principal.
- (b) The period of transition shall commence within 1 month of the date of expiry and conclude not more than 2 months after the date of expiry (the Transition Period).
- (c) The terms of this Agreement shall continue to apply during the Transition Period.

10.5 Consequences of termination

- (a) The expiration or termination of this Agreement does not affect any rights, liabilities or obligations of the Parties as a result of anything occurring before the expiration or termination.
- (b) The Provider must:
 - (i) on termination of this Agreement or prior to the conclusion of the Transition Period (if any), deliver to the Principal's Representative all Records as required by the Principal's Representative;
 - (ii) on termination of this Agreement not represent that the Provider is in any way connected to the Principal;
 - (iii) on termination of this Agreement or prior to the end of the Transition Period (if any), return all of the Principal's Confidential Information to the Principal's Representative; and
 - (iv) on termination of this Agreement in every other respect co-operate with the Principal's Representative as reasonably required by the Principal's Representative in order to minimise any loss, damage or inconvenience to the Principal resulting from the termination of this Agreement.

- (c) On expiry of this Agreement, the Provider must:
 - (i) deliver to the Principal's Representative copies of all Records as required by the Principal's Representative;
 - (ii) not represent that the Provider is in any way connected to the Principal;
 - (iii) return all of the Principal's Confidential Information to the Principal's Representative; and
 - (iv) in every other respect co-operate with the Principal's Representative as reasonably required by the Principal's Representative in order to minimise any loss, damage or inconvenience to the Principal resulting from the termination or expiry of this Agreement.
- (d) On termination or expiry of this Agreement, the Provider may, subject to Law, retain copies of any Records delivered to the Principal's Representative necessary for the Provider to prepare tax and other returns required by Law, to comply with any other applicable Law and for clinical purposes.
- (e) On expiry of this Agreement, the Principal must return all of the Provider's Confidential Information to the Provider's Representative.

11. ASSIGNMENT

11.1 Prior written consent of other Party

Neither Party may assign this Agreement or any right arising under it to another person without the prior written consent of the other Party, which consent may not be unreasonably withheld.

11.2 Assignment to a Government Agency

Notwithstanding clause 11.1 the Principal may, without the consent of the Provider, assign this Agreement to any Government Agency. The Principal will give the Provider reasonable notice of any proposed assignment.

12. CHANGE IN CONTROL

12.1 Consent not unreasonably withheld

No Change in Control of the Provider shall be permitted without the prior written consent of the Principal. The Principal may only withhold its consent where:

- (a) such Change in Control may in the reasonable opinion of the Principal have a material detrimental impact on the provision of the Services; or
- (b) the person acquiring Control is an entity which, in the reasonable opinion of the Principal:
 - (i) is not reputable;
 - (ii) is not solvent (as defined in section 95A(1) of the Corporations Act);
 - (iii) has an interest which conflicts in a material way with the interests of the Principal or is involved in a business or activity which is incompatible with, or inappropriate in relation to, the provision of the Services;
 - (iv) does not have a sufficient level of financial or technical capacity to provide the Services; or
 - (v) the Change in Control event would result in the change or replacement of more than half of the Service Staff.

12.2 Information to be given by the Provider

If the Provider seeks the Principal's approval to a Change in Control under clause 12.1:

- (a) the request for approval must be accompanied by accurate, comprehensive and contemporaneous:
 - (i) general purpose financial statements relating to the person proposed to acquire Control;
 - (ii) descriptions of the businesses or activities undertaken by the person proposed to acquire Control; and
 - (iii) details of any change or alteration in the proposed corporate structure of the Provider or Holding Company;
- (b) the Provider must promptly provide such further information or documentation as the Principal may reasonably require in exercising its discretion under clause 12.1; and
- (c) the Principal must respond to the request within 10 Business Days, failure to do so shall deem the Principal's consent to be given.

13. RESOLUTION OF DISPUTES

13.1 Principles

- (a) The Parties are committed to the principle of referring any matters in Dispute between them that are not resolved in accordance with the provisions of clause 13, to mediation in the first instance.
- (b) The Parties agree that unless and until a Party has complied with the formal requirements of this clause 13 (regardless of the level or levels on which the subject matter of the Dispute has previously been considered) that Party shall not commence any court proceedings or arbitration in respect of any Dispute under this Agreement except where:
 - (i) that Party seeks urgent interlocutory, injunctive or declaratory relief; or
 - (ii) the other Party has failed to observe the requirements of this clause, in respect of the Dispute.

13.2 Procedure

Each Party may, at any time that there exists a Dispute under this Agreement, give a notice ("**dispute notice**") to the other party initiating the following formal dispute resolution process:

- (a) The Dispute notice shall:
 - (i) state that the notice is given under this clause 13.2;
 - (ii) describe the nature of the Dispute; and
 - (iii) nominate a representative who is authorised to negotiate and settle the Dispute on that Party's behalf.
- (b) The other Party must within 7 days after receipt of the Dispute notice nominate by notice in writing to the other its representative who is authorised to negotiate and settle the Dispute on its behalf.
- (c) The Parties' representatives must negotiate in good faith with a view to resolving the Dispute within 21 days after the receipt of the dispute notice, failing which the Dispute shall be immediately referred to mediation in accordance with clause 13.2(d).
- (d) Mediation of the Dispute shall:
 - (i) be conducted by the person or body agreed on by the Parties or, failing agreement within 28 days after receipt of the dispute notice, as nominated by the Australian Commercial Disputes Centre Limited at the request in writing of either Party;

- (ii) be conducted in Perth in accordance with such rules as may be agreed to by the Parties or failing agreement within 28 days after receipt of the dispute notice as nominated by the person or body agreed or nominated to conduct the mediation;
 - (iii) be at the cost and expense of the Parties equally (except that each Party shall pay its own advisers, consultants and legal fees and expenses) unless the Parties otherwise agree; and
 - (iv) if not earlier resolved, be continued in good faith for a period expiring on the date being 28 days after the nomination of the mediator (or such other period as the Parties may agree) after which the Parties must each refer the matter to their Principal Officers.
- (e) The Principal Officers shall negotiate in good faith with a view to resolving the Dispute within 14 days of the Dispute being referred to them, failing which either Party may at any time after that date commence court proceedings in respect of the Dispute unless, within a further 14 days, the Parties both elect to refer the Dispute to arbitration under clause 13.3.

13.3 Conduct of Arbitration

If a Dispute is referred to arbitration in accordance with clause 13.2 the arbitration must be conducted by a single arbitrator to be appointed, in the absence of Agreement between the Parties within 5 Business Days of the Dispute being referred to arbitration, by the President for the time being of the Institute of Arbitrators and Mediators Australia (W.A Chapter) on the application of a Party, in the following manner:

- (a) the arbitrator appointed under clause 13.3 must conduct the proceedings in accordance with the Rules for the Conduct of Commercial Arbitrations issued by the Institute of Arbitrators Australia;
- (b) each Party is entitled to be represented by duly qualified legal practitioners and the arbitrator will not have the power to order the Parties to a Dispute to take any steps to achieve settlement (excluding the necessary steps to have the Dispute arbitrated, including attendance at a conference conducted by the arbitrator); and
- (c) the decision of the arbitrator will be final and binding on the Parties.

13.4 Use of a mediator, facilitator or technical expert

At any time during the processes set out in clauses 13.1 or 13.2, the Parties may agree to use a mediator, a facilitator, or a technical expert to assist in the resolution of any Dispute.

13.5 Continuation of Service

Neither:

- (a) the existence of a Dispute; nor
- (b) the application of the Dispute resolution procedures contained in this clause 13,

will entitle the Provider to suspend the provision of the Services, without the consent in writing of the Principal.

13.6 Continuation of payment

Neither:

- (a) the existence of a Dispute; nor
- (b) the application of the Dispute resolution procedures contained in this clause 13,

will entitle the Principal to suspend or defer the payment of any money due for properly performed Services without the consent in writing of the Provider.

14. ACT BY AGENT

All acts and things which the Principal is required or empowered to do under this Agreement may be done by the Principal Officer or any person having the proper written authority of the Principal.

15. REPRESENTATIVES

- (a) The Principal:
 - (i) must ensure that at all times there is a Principal's Representative;
 - (ii) may change the Principal's Representative from time to time by the Principal's Representative providing notice to the Provider of such change; and
 - (iii) may exercise any of its rights or perform any of its obligations under this Agreement through the Principal's Representative. The Principal's Representative is the

Principal's agent for the purposes of this Agreement and must act under this Agreement.

- (b) The Provider:
 - (i) must ensure that at all times there is a Provider's Representative;
 - (ii) may change the Provider's Representative from time to time by the Provider's Representative providing notice to the Principal of such change; and
 - (iii) may exercise any of its rights or perform any of its obligations under this Agreement through the Provider's Representative. The Provider's Representative is the Provider's agent for the purposes of this Agreement and must act under this Agreement.

16. OWNERSHIP OF INTELLECTUAL PROPERTY

- (a) Unless the Principal and the Provider agree otherwise in writing, any and all Provider's Background IP vests in and is the property of the Provider. The Principal has no right, title or interest in or to any Provider's Background IP.
- (b) Any and all Principal's Background IP vests in and is the property of the Principal. The Provider has no right, title or interest in or to any Principal's Background IP.
- (c) For the purposes of this Agreement only, the Provider grants to the Principal an irrevocable royalty free licence to use the Contract IP that exists in Records of the Provider that the Provider provides to the Principal pursuant to this Agreement.
- (d) For the avoidance of doubt, clause 16(c) is limited to the use of Patient Care Records and does not extend to IP vested in systems, processes or guidelines developed by the Provider.).

17. CONFIDENTIALITY

17.1 Disclosure of Agreement particulars

- (a) The Principal may publicly disclose:
 - (i) the identity of the Provider;
 - (ii) the value of this Agreement; and
 - (iii) a general description of the Services under this Agreement.

- (b) The Provider agrees that:
 - (i) this Agreement; and
 - (ii) documents and other information held or compiled by the Principal or the State in relation to this Agreement and the Services supplied under this Agreement.

are subject to the *Freedom of Information Act 1992* (WA), subject always to any rights of the Provider thereunder, the tabling of documents in Parliament or under a Court order.

17.2 Confidentiality

A Party may only use Confidential Information of another Party to the extent necessary for the purposes of this Agreement and subject to clause 17.1, must keep the terms of this Agreement and any Confidential Information of another Party confidential. The Parties must not use or disclose to any person the Confidential Information of another Party except:

- (a) in accordance with the terms of this Agreement;
- (b) where necessary for the purpose of performing the Services;
- (c) as authorised in writing by the other Party;
- (d) as required by applicable Laws or the rules of any stock exchange on which its shares or the shares of any of its related bodies corporate are listed or are proposed to be listed;
- (e) where disclosure is made to Ministers of the Crown, the Auditor-General, the Department of Treasury and Finance, any judicial or parliamentary body or Government Agency; or
- (f) where required (and only to the extent required) to a Party's professional advisers, and the Parties must ensure that such professional advisers are bound by the confidentiality obligations imposed on the Parties under this clause 17.2.

17.3 Publicity and disclosure

- (a) Unless the Principal gives its prior written consent or the Provider is required by law to do so, the Provider must not:
 - (i) use the Principal's name or logo; or
 - (ii) refer to the Provider's association with the State or the Government of Western Australia which results from this Agreement;

in any public disclosure document, publication, advertisement or media release. Consent may not be unreasonably withheld.

- (b) The Principal may use the fact of this Agreement and the Provider's name and logo for reasonable promotional or publicity purposes at the Principal's discretion, but if the Principal uses this Agreement or the Provider's name or logo for such purposes, then the Principal must acknowledge the role of the Provider to the extent that is reasonable in the circumstances.

18. INTEREST

If a Party fails to pay any sum due under this Agreement within the time provided for its payment, that sum, or so much of it as is from time to time outstanding, will bear interest:

- (a) payable on demand;
- (b) at the Specified Rate; and
- (c) accruing for each day from the day or last day provided for payment of the sum until it is actually paid.

19. GST

- (a) In this clause 19, the expressions "consideration", "GST", "input tax credits", "recipient", "supply", "tax invoice" and "taxable supply" have the meanings given to those expressions in the GST Act.
- (b) All sums payable, or consideration to be provided, under this Agreement are expressed exclusive of GST.
- (c) If GST is imposed on any supply made by a Party (the supplier) under this Agreement, the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply.
- (d) Subject to clause 19(e), the amount referred to in clause 19(c) must be paid in addition to, and at the same time as, payment of the consideration for the taxable supply is required to be made by the recipient to the supplier under this Agreement.
- (e) Payment by the recipient to the supplier of the amount referred to in clause 19(c) is subject to the supplier providing the recipient with a tax invoice (unless a recipient created tax invoice agreement applies).
- (f) If the amount of GST payable by the supplier on any supply made under this Agreement differs from the amount paid by the recipient to the supplier as a result of the operation of clause 19(c), then the amount paid by the recipient to the supplier will be adjusted

accordingly by a further payment by the recipient to the supplier or the supplier to the recipient, as the case requires.

- (g) If a payment to a Party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that Party, then the amount of the payment required to be made to that Party will be reduced by the amount of any input tax credit to which that Party is entitled for that loss, cost or expense.

20. NOTICES AND OTHER COMMUNICATIONS

Each notice or other communication given under this Agreement:

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be hand delivered or sent by prepaid post to the address of the recipient specified in this Agreement;

and is taken to be received:

- (c) in the case of hand delivery, on the date of delivery;
- (d) in the case of post, on the third Business Day after posting; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

21. GENERAL

21.1 Waiver

- (a) Any waiver by a Party must be in writing and signed by the Party waiving the right.
- (b) Any waiver by a Party does not affect its rights in respect of any other breach of this Agreement by another Party.
- (c) A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy.

21.2 Entire agreement

This Agreement supersedes all prior negotiations, understandings and agreements between the Parties relating to the matters covered by this agreement and constitutes the full and complete agreement between the Parties relating to the matters covered by this agreement.

21.3 Rights are cumulative

Unless otherwise stated the rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

21.4 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

21.5 Auditor General

- (a) The powers and duties of the Auditor General are not limited or otherwise affected by the terms and conditions of this Agreement.
- (b) The Provider must allow the Auditor General, or an authorised representative of the Auditor General, to have access to and examine the Records concerning this Agreement.

21.6 Consent

Whenever the consent of the Principal is required under this Agreement:

- (a) that consent may be given or withheld by the Principal in the Principal's absolute discretion and may be given subject to such conditions as the Principal may determine; and
- (b) the Provider agrees that any failure by it to comply with or perform a condition imposed under clause 21.6(a) will constitute a breach of a condition by the Provider under this Agreement.

21.7 No fettering

The Provider acknowledges and agrees that nothing contained or implied in this Agreement will be construed or interpreted as unlawfully restricting or otherwise unlawfully affecting the unfettered discretion of the State to exercise any of its executive or statutory powers or functions under any Law.

21.8 Further assurance

The Parties must do everything reasonably necessary, including signing further documents, to give full effect to this Agreement as the case requires.

21.9 Right of set off

The Principal may set off or deduct any amount claimed by the Principal from any amount owing by the Principal to the Provider under this Agreement.

21.10 Costs

- (a) Unless otherwise stated, the Provider must comply with all obligations of the Provider at the Provider's cost and the Principal must comply with all obligations of the Principal at the Principal's cost.
- (b) The Parties must pay their own legal and other costs in connection with the preparation and signing of this Agreement.
- (c) The Provider must pay any duty on this Agreement payable under the *Duties Act 2008* (WA).

21.11 Variation of Agreement

This Agreement may only be varied in writing signed by each Party.

21.12 No reliance on oral representations

Each Party acknowledges that it has not relied on any oral statement, representation, undertaking, covenant or agreement made before the date of this Agreement relating to the subject matter of this Agreement and not contained in this Agreement.

21.13 Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.

21.14 Relationship

Except where this Agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the Parties.

21.15 Law and jurisdiction

The laws of Western Australia apply to this Agreement and the Parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

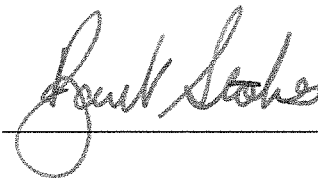
22. PRIORITY

Unless a contrary intention is expressly stated, the order of precedence of this Agreement is as follows:

- (a) the Schedules to this Agreement,
- (b) clauses 1 – 22 of this Agreement, and
- (c) the Appendices.

EXECUTED as an Agreement

Signed by **PROFESSOR BRYANT STOKES,**)
A/DIRECTOR GENERAL OF THE WESTERN)
AUSTRALIA DEPARTMENT OF HEALTH)
for the State of Western Australia)



In the presence of:



Witness sign

LEANNA WILSON

Print Full Name

C/- WA HEALTH

Address

CORRESPONDENCE COORDINATOR

Occupation

THE COMMON SEAL of **ST JOHN**
AMBULANCE WESTERN AUSTRALIA
LIMITED (ABN 55 028 468 715) was
hereunto affixed in accordance with its
Constitution



Director

GERARD ARTHUR KING

Print Full Name



Chief Executive Officer

ANTHONY JOHN AHERN

Print Full Name

SCHEDULE 1 – GENERAL INFORMATION

1. AGREEMENT PERIOD

From 1 July 2015 expiring 30 June 2018 unless terminated earlier in which case the Agreement period expires on the date of termination.

2. EXTENSION PERIOD

NONE

3. BUSINESS HOURS

8.00am to 5.00pm on Business Days

4. PRINCIPAL'S REPRESENTATIVE AND ADDRESS FOR NOTICE

Brendon Linney

Senior Portfolio Officer

Level 2, C Block, 189 Royal St, East Perth,
WA 6004

5. PROVIDER'S REPRESENTATIVE AND ADDRESS FOR NOTICE

Antony Smithson

Finance and Administration Director

209 Great Eastern Highway, Belmont,
WA 6104

6. PRINCIPAL OFFICERS

(a) The Director General of Health for Western Australia is the Principal Officer of the Principal; and

(b) The Chief Executive Officer of St John Ambulance Western Australia Limited is the Principal Officer of the Provider;

as applicable.

SCHEDULE 2 – SERVICES

1. SERVICES

Subject to clause 2, **Service** means:

- (a) all road based patient transport services provided by the Provider throughout the Service Area; and
- (b) the provision of the State Operations Centre and all ancillary services that are required for the delivery of the patient transport service in subclause (a) above..

2. EXCEPTIONS TO SERVICE

The Service excludes all services provided by the Provider under the panel contract HCNS120214 for the provision of Non-Emergency Inter Hospital Patient Transport in Metropolitan Perth.

3. SERVICE AREA

The Service Area is the area within the State of Western Australia excluding the areas known as Halls Creek, Fitzroy Crossing, and Derby.

COUNTRY SUB CENTRE LIST

Albany	Harvey	Norseman
Augusta	Hedland	Northam
Australind	Irwin Districts	Northcliffe
Beverley	Jerramungup	Northampton
Boddington	Jurien Bay	North Midlands
Boyup Brook	Kalbarri	Nyabing
Bridgetown	Kalgoorlie	Onslow
Brookton	Kambalda	Pemberton
Broome	Karratha	Perenjori
Bruce Rock	Katanning	Pingelly
Brunswick	Kellerberrin	Pingrup
Bullsbrook	Kojonup	Pinjarra
Bunbury	Kondinin	Port Gregory
Busselton	Kulin	Quairading
Capel	Kununoppin	Ravensthorpe
Carnarvon	Kununurra	Rocky Gully
Chapman Valley	Lake Grace	Roebourne
Chittering Gingin	Lake King	Sandstone
Collie	Lancelin	Shark Bay
Coolgardie	Laverton	Southern Cross
Corrigin	Leeman Greenhead	Tambellup
Cranbrook	Leinster	Tom Price
Cue	Leonora	Toodyay
Cunderdin	Manjimup	Varley
Dalwallinu	Margaret River	Victoria Plains
Dawesville	Meekatharra	Wagin
Dandaragan	Menzies	Walpole
Darkan	Merredin	Waroona
Denmark	Moora	Wickepin
Donnybrook	Morawa	Wickham
Dowerin	Mt Barker	Williams
Dumbleyung	Mt Magnet	Wiluna
Dunsborough	Mullewa	Wongan Hills
Esperance	Nannup	Wundowie
Exmouth	Narembreen	Wyalkatchem
Geraldton	Narrogin	Wyndham
Gnowangerup	Newdegate	Yalgoo
Goomalling	Newman	York

SCHEDULE 3 – RESPONSE TIME TARGETS AND ARRIVAL TIME TARGETS

1. METROPOLITAN RESPONSE AND ARRIVAL TIME TARGETS (EXCLUDING INTER HOSPITAL PATIENT TRANSPORT)

Dispatch Priority 1	Target
Calls responded to within 15 minutes (%)	90
90 th Percentile Response Times (min)	15
Average Response Times (min)	10

Dispatch Priority 2	Target
Percentage of calls responded to within 25 minutes	90
90 th Percentile Response Times (min)	25
Average Response Times (min)	15

Dispatch Priority 3	Target
Calls responded to within 60 minutes (%)	90
90 th Percentile Response Times (min)	60
Average Response Times (min)	40

Dispatch Priority 4	Target
On time arrival (<+10 minutes) (%)	90
90 th Percentile Arrival Times	N/A
Average Arrival Times (min)	N/A

2. JANDAKOT COORDINATION ARRIVAL TIME TARGETS

Jandakot or Belmont Airport	Target
On time arrival (<+10 minutes) (%)	90
90 th Percentile Arrival Time	N/A
Average Arrival Time (min)	N/A

**3. COUNTRY SUB CENTRE RESPONSE AND ARRIVAL TIME TARGETS
(WITHIN 10KM OF THE TOWN CENTRE AND EXCLUDING INTER
HOSPITAL PATIENT TRANSPORT)**

Dispatch Priority 1			
Career Paramedic Country Sub Centre	Calls responded to within 15 minutes (%)	90 th Percentile Response Times (min)	Average Response Times (min)
Albany	83	17.5	11
Australind	80	19	12
Broome	90	15	10
Bunbury	82	18	11
Busseton	86	17	10
Collie	86	17	10
Geraldton	84	19	11
Headland	84	17.5	11
Kalgoorlie	80	23	12
Karratha	52	25	15.5
Kununurra	60	23	14.5
Northam	75	19	12.5

Dispatch Priority 2			
Career Paramedic Country Sub Centre	Calls responded to within 25 minutes (%)	90 th Percentile Response Times (min)	Average Response Times (min)
Albany	90	25	15
Australind	86	29	17
Broome	90	25	15
Bunbury	90	25	15
Busseton	90	25	15
Collie	85	31	16
Geraldton	85	30	16
Headland	90	25	15
Kalgoorlie	85	29	16
Karratha	85	32	20
Kununurra	85	28	17
Northam	80	50	21

Dispatch Priority 3	Target
Calls responded to within 60 minutes (%)	90
90 th Percentile Response Times (min)	60
Average Response Times (min)	40

Dispatch Priority 4	Target
On time arrival (<+10 minute)(%)	80
90 th Percentile Arrival Times	N/A
Average Arrival Times (min)	N/A

4. INTER HOSPITAL PATIENT TRANSPORT RESPONSE AND ARRIVAL TIME TARGETS

Booking Time		Target
Dispatch Priority 1		As per the appropriate Dispatch Priority 1 target
Dispatch Priority 2		As per the appropriate Dispatch Priority 2 target
Dispatch Priority 4	Metropolitan Perth Area	Arrives at 90% of Inter Hospital Patient Transport Services within +10 minutes of the confirmed pick up time
	Career country sub-centre (within 10km of the town centre)	Arrives at 80% of Inter Hospital Patient Transport Services within +10 minutes of the confirmed pick up time

SCHEDULE 4 – SERVICE STANDARDS

GENERAL

1. OPERATION

The Provider must provide, and be available to provide, the Services during the Hours of Provision.

2. PATIENT CENTRED CARE

The Provider must use all reasonable endeavours to:

- (a) ensure that the Services are provided to provide optimal patient outcomes;
- (b) ensure the environment and patterns of patient care respect the ethnic, cultural and religious rights, views, values and expectations of all peoples;
- (c) ensure that all treatment and procedures conform to legislation, licensing regulation and policies and clinical protocols and guidelines;
- (d) ensure that all patients are informed of any incidents relating to their care or treatment;
- (e) establish a peer review process for audits of charts, clinical practice and treatments;
- (f) ensure that the management of clinical data is planned, systematic and supports clinical audit, clinical trials and outcome analysis;
- (g) ensure that the technical quality of care and patient outcome is evaluated, compared to benchmarks for best practice and acted upon accordingly; and
- (h) provide activity data in order to assist the Principal with service planning.

3. INFECTION PREVENTION AND MANAGEMENT

The Provider must:

- (a) maintain a current infection prevention and management plan that has been based on the Australian Guidelines for the Prevention and Control of Infection in Healthcare (2010). The plan at a minimum must:

- (i) identify all possible areas where there is a risk of transmission of infection;
 - (ii) identify areas that require ongoing infection control education;
 - (iii) identify the mechanism by which compliance with the infection prevention and management plan will be monitored;
 - (iv) monitor, review and record any exposure and advise the relevant stakeholders, including the Principal, of the same;
 - (v) follow-up with staff that may be affected and provide appropriate protection and advice, should the Principal become aware of potential hazards and inform the Provider; and
 - (vi) align with relevant sections of the National Hand Hygiene Initiative in Western Australian Healthcare facilities Operational Directive OD 0429/13.
- (b) take reasonable steps to ensure that the Service Staff adhere to the transmission based precautions for each Patient, based on the Provider's infection prevention and management plan; and
 - (c) take reasonable steps to ensure that the Service Staff adhere to routine environmental cleaning requirements, based on the Provider's infection prevention and management plan.

4. ESCALATION PROCEDURES

- (a) The Provider must:
 - (i) ensure that appropriate clinical deterioration identification, and associated escalation processes, are in place; and
 - (ii) ensure that their policies and procedures for identification of deterioration and escalation are based on the principles of the WA Health Clinical deterioration Policy Operational Directive OD 0501/14.

5. CLINICAL HANDOVER

- (a) The Provider must:
 - (i) maintain an organisational system for structured clinical handover including documented policy, procedures and/or protocols and agreed tools and guidelines to ensure there is timely, relevant and structured clinical handover that supports safe Patient care; and
 - (ii) ensure that there is effective handover for each occasion of transport where handover is required, and that this handover is supported by an auditable record in a format that is capable of being printed.

- (b) The Provider must adhere to the iSoBAR (identify-situation-observations-background-agreed plan-read back) structure for handovers, and principles for inter-facility handover outlined in the WA Clinical Handover Policy Operational Directive OD 0484/14 when handing patient care over to WA Health staff in a Hospital.

6. PATIENT CARE RECORDS

- (a) The Provider must provide an appropriate Patient Care Record template that supports best practice clinical care at handover of a Patient to the relevant recipient of that Patient.
- (b) The Provider must ensure that a Patient Care Record is completed for every occasion to which a Service is provided to a Patient.

7. PATIENT RIGHTS AND FEEDBACK

- (a) The Provider must produce an information brochure that must be provided to a Patient or an escort transported by the Provider at the request of the Patient or escort. The information brochure must include:
 - (i) the Patient's rights when using the Service;
 - (ii) the Provider's complaints procedure, including:
 - (A) contact details of the Provider;
 - (B) how a complaint about the Service will be managed and the associated time frames; and
 - (C) alternative avenues for making a complaint about the Service.
- (b) The Provider must monitor customer satisfaction by:
 - (i) conducting customer satisfaction audits or surveys regularly enough for the Provider to be aware of its customer satisfaction levels;
 - (ii) providing feedback on the audit/survey results to the workforce;
 - (iii) implementing actions as required to improve customer satisfaction; and
 - (iv) providing audit and survey results to the highest level of governance in the organisation, and to a consumer representative.
- (c) The Principal reserves the right to request changes to the survey/audit process, audit/survey results, and activities as deemed required.

8. INTER HOSPITAL PATIENT TRANSPORT SERVICE

- (a) Hospitals will place a booking for an occasion of transport directly with the Provider.
- (b) A booking for an occasion of transport may be placed on the same day of the transport, or an earlier day.
- (c) The Provider must:
 - (i) provide the Hospital with an estimated time of arrival to the pickup location;
 - (ii) take reasonable steps to avoid and minimise delays;
 - (iii) notify the relevant Hospital via phone, as soon as practicable, if the Provider experiences delays in arriving to the pickup location; and
 - (iv) notify the relevant Hospital via phone, as soon as practicable, if the Provider experiences an incident en-route to a destination (e.g. there is an accident, or the Patient's condition deteriorates).
- (d) The Provider may expect that if a Hospital has decided it does not require the occasion of transport it notifies the Provider of this as soon as practicable. Where a Hospital notifies the Provider:
 - (i) prior to dispatch of the vehicle – the Hospital is not required to pay any charge; or
 - (ii) after dispatch of the vehicle – the Hospital must pay the relevant cancellation fee.
- (e) The Provider must not charge a fee to a Hospital if the Hospital has cancelled a booking due, in whole or in part, to the fact that the booked vehicle has not arrived at the pickup location within 10 minutes of the agreed arrival time, or the Provider has advised that they are unable to arrive at the pickup location by the agreed time.
- (f) The Provider must notify the Hospital as soon as practicable where a Provider has confirmed the booking but becomes aware that it cannot provide the occasion of transport.

PATIENT TRANSPORT STAFF

9. PATIENT TRANSPORT STAFF ALLOCATION

- (a) The Provider must ensure that the composition and distribution of Service Staff enables Response Time Targets and Arrival Time Targets to be met by Crews and vehicles in accordance with the requirements of the Service Agreement and the Provider's Clinical Governance Framework.

- (b) The Provider will use the Country Sub Centre Model in this Schedule as the basis for review of resource allocations in Country Sub Centres whilst also considering:
 - (i) specific characteristics of the location and the opportunity to provide innovative health delivery; and
 - (ii) the capacity to fund increased resources.
- (c) The Principal and Provider will mutually agree the allocation of Community Paramedics in Country Sub Centres on an annual basis.

10. PATIENT TRANSPORT STAFF PERFORMANCE

- (a) The Provider must ensure that all of the Provider's patient transport Service Staff:
 - (i) have the necessary training, qualifications, knowledge, skills and experience to undertake transport of the patients within their scope of practice and in accordance with the Provider's Clinical Guidelines;
 - (ii) hold a driver's licence, if they will be driving a vehicle, appropriate to the category of vehicle being driven;
 - (iii) meet or exceed the qualifications and experience specified in this Schedule;
 - (iv) are trained to operate all vehicles and equipment in a safe and reasonable manner, and in a manner that is also consistent with manufacturer's recommendations, relevant standards, procedures, legislation and policies;
 - (v) wear an appropriate and clean uniform and display personal identification while performing any duties in relation to the delivery of the Services;
 - (vi) can clearly and effectively communicate with Patients and their carers and have the ability to fluently read and write English; and
 - (vii) understand patient rights and feedback mechanisms.
- (b) The Provider must take all reasonable steps to ensure that the patient transport Service Staff uphold the following standards at all times:
 - (i) be courteous and responsible at all times;
 - (ii) behave honestly and with integrity;
 - (iii) act with care and diligence;
 - (iv) treat everyone with respect and without harassment, victimisation or discrimination;

- (v) maintain confidentiality;
- (vi) comply with the Provider's driver fatigue management guidelines;
- (vii) are medically fit to provide the Services;
- (viii) avoid or otherwise disclose any conflict of interest;
- (ix) adhere to road rules and safe driving practices, within the context of the Services delivered;
- (x) do not knowingly provide false or misleading information; and
- (xi) do not make improper use of any information gained in the course of their employment or seek to gain a gift, benefit or advantage.

11. STAFF QUALIFICATIONS AND EXPERIENCE

The Provider must ensure that the relevant Service Staff are suitably qualified and have the qualifications and experience as set out in Schedule 9.

12. PATIENT TRANSPORT CREW

- (a) The Provider must ensure that:
 - (i) the Crew providing an occasion of Service is determined using appropriate clinical judgement and is in accordance with the Provider's Clinical Governance Framework; and
 - (ii) Metropolitan Perth Area Crews consist of two Paramedics, one Paramedic and one Ambulance Officer, or two patient Transport Officers, except in exceptional circumstances or as amended through the Clinical Governance Framework.

SERVICE EQUIPMENT: PATIENT TRANSPORT VEHICLES AND EQUIPMENT

13. PATIENT TRANSPORT VEHICLES AND EQUIPMENT

- (a) The Principal acknowledges that the Provider may occasionally undertake specialist transport, such as the recovery of Patients in locations only accessible to 4WD vehicles, in vehicles that do not meet the vehicle and equipment requirements specified in Section 14.
- (b) The Provider may introduce more appropriate types of vehicles and/or equipment throughout the term of the Service Agreement provided the introduction of such types vehicles or equipment is in accordance with Provider's Clinical Governance Framework. The Provider must notify the Principal's Representative at least three (3) weeks prior to the introduction of different vehicles and/or equipment, where practicable.

14. PATIENT TRANSPORT VEHICLE REQUIREMENTS

- (a) The Provider must ensure that the allocation and distribution of vehicles enables Response Time Targets and Arrival Time Targets to be met by Crews in accordance with the requirements of the Service Agreement and the Provider's Clinical Governance Framework.
- (b) The Provider must ensure that within their patient transport vehicle fleet in Metropolitan Perth Area there are Patient Transport Vehicles with the capacity to move Patients above 159kg or 68cm wide.
- (c) The Provider must ensure their patient transport vehicle fleet has the capacity to transport Patients with guide and assistance dogs.
- (d) The Provider must ensure that all Patient Transport Vehicles are fit for purpose, and:
 - (i) comply with relevant Australian Standards, legislation and the Motor Vehicle Standards Act 1989, and all statutory requirements and relevant standards for such vehicles in Western Australia;
 - (ii) have auxiliary battery for powering equipment;
 - (iii) are kept in a clean and hygienic condition;
 - (iv) have adequate room between stretchers (if present) and seats that are sufficient to facilitate efficient patient care;
 - (v) have seating for all persons travelling in the vehicle;
 - (vi) allow the patient(s) to be viewed at all times by staff in the vehicle working in an operational role;
 - (vii) have heating and air-conditioning sufficient to ensure patient comfort within the vehicle;
 - (viii) have an extraction/ventilation system for the efficient extraction of medicated fumes;

- (ix) have window tinting, to a degree which is legally acceptable, to maintain patient privacy where appropriate;
- (x) have smooth, impermeable, seamless materials for the surface of floors and walls in accordance with the infection prevention and management guidelines;
- (xi) have adequate restraint devices compliant with AS/NZS 4535:1999 to allow for the restraint of equipment within the vehicle, and that all equipment contained within vehicles is appropriately secured;
- (xii) have adequate restraints in all stretcher and seating positions within a vehicle as defined in AS/NZS 4535:1999;
- (xiii) have adequate child restraint devices in vehicles in which children are being transported as defined in the Australia/New Zealand Standard on Child restraint systems for use in motor vehicles, AS/NZS 1754:2000 incorporating Amendment No.1, published jointly by Standards Australia International and Standards New Zealand in April 2001;
- (xiv) have emergency sirens and beacons and high visibility reflective signage;
- (xv) display the Provider's branding (i.e. logo and/or name) on the exterior of the vehicle and be prominently marked "Ambulance" or "Patient Transport"; and
- (xvi) have a mobile data terminal with GPS tracking and satellite navigation.

15. EQUIPMENT REQUIREMENTS

- (a) The Provider must ensure that:
 - (i) all patient transport vehicles contain appropriate equipment as determined by patient acuity, width, and weight. This may include:
 - (A) collapsible leg stretcher(s);
 - (B) scoop stretcher(s);
 - (C) defibrillator and monitor with 12 lead transmission capability or automated external defibrillator;
 - (D) portable oxygen delivery;
 - (E) oxygen delivery system; and
 - (F) airway management equipment;

- (ii) all equipment is tested, maintained, repaired and provided such that it meets the relevant Australian Standard(s);
- (iii) supply levels of all equipment are maintained; and
- (iv) all medical devices used in all vehicles are included on the Australian Register of Therapeutic Goods (ARTG). The Provider must make current ARTG certification for all items of equipment, available to the Principal within three (3) Business Days of any request.

16. VEHICLE COMMUNICATION REQUIREMENTS

The Provider must ensure that there are adequate communication devices in all the vehicles to enable the Crew to maintain contact with relevant parties, such as the Provider, hospitals, nursing posts, WA Police, the Department of Fire and Emergency Services, and the Triple Zero line wherever possible. This may include private 2 way encrypted voice radio system, mobile phones, and Radio Over Internet Protocol in country locations.

JANDAKOT COORDINATION SERVICE

17. JANDAKOT COORDINATION SERVICE

The Provider must:

- (a) coordinate the road based patient transport of patients arriving at Jandakot airport and/or Belmont airport by aeromedical transfer;
- (b) provide an on-site coordination function at Jandakot airport seven (7) days a week, 12 hours a day. General hours of operation must be 10am to 10pm; and
- (c) ensure that the Services meet the relevant Response Time Target in Schedule 3.

STATE OPERATIONS CENTRE SERVICES

18. STATE OPERATIONS CENTRE SERVICE

- (a) The Provider must maintain a State Operations Centre that is capable of answering and tasking calls received from the "Triple Zero" line as efficiently as possible. This includes:
 - (i) receiving all calls for an ambulance from Triple Zero;

- (ii) answering a least 90% of calls received from Triple Zero within 10 seconds, and in an average of no more than 5 seconds;
 - (iii) conducting a clinical assessment via a structured call taking process;
 - (iv) identifying callers who require a Service and directing other callers more clinically appropriate Services such as healthdirect;
 - (v) assigning a Dispatch Priority to calls requiring a Service; and
 - (vi) dispatching an appropriate vehicle and Crew in accordance with the Providers Clinical Governance Framework, and with the support of a Computer Aided Dispatch system and Automatic Vehicle Location system.
- (b) The Principal will ensure that the distribution of Triple Zero calls for an ambulance service in Western Australian is restricted to the Provider for the duration of the Agreement.
- (c) The Provider must transfer all clinically appropriate calls to healthdirect for secondary triage. The target percentage of Dispatch Priority 3 callers transferred to healthdirect is 8%.
- (d) The Provider must actively manage Patient Transport Vehicle attendance at hospitals in Metropolitan Perth Area, and distribute Patient Transport Vehicles in accordance with the Ambulance Distribution Model.
- (e) The Provider must ensure that the Computer Aided Dispatch system has functionality equivalent to commercially available systems.
- (f) The Provider must conduct a quality audit of a 2% sample of calls to the State Operations Centre annually.

19. DIRECT BOOKING SERVICE

- (a) The Provider must provide a direct booking service to accept requests for bookings, and enquiries relating to their patient transport Services.
- (b) The direct booking service must be telephone based, and may also be internet based. If the booking service is internet based, it must be compatible with MS Internet Explorer 9 (compatibility with later versions of Internet Explorer is highly desirable).
- (c) The Provider must provide a booking service capable of:
 - (i) receiving telephone bookings 24 hours a day;

- (ii) providing a booking confirmation, and confirmation of the arrival time at the pickup address; and
- (iii) providing a quote for an occasion of patient transport, on request.
- (d) A booking for an occasion of transport may be placed on the same day of the transport, or a later day.
- (e) The Provider must ensure that the correct and medically appropriate form of transport is dispatched based upon the information communicated to the Provider.

20. STATE OPERATIONS CENTRE SERVICE STAFF

- (a) The Provider must ensure that all of the Provider's State Operations Centre Service Staff:
 - (i) have the necessary training, qualifications, knowledge, skills and experience to undertake their duties;
 - (ii) meet or exceed the qualifications specified in the table below set out in section 12 of this Schedule;
 - (iii) undertake a performance review annually;
 - (iv) can clearly and effectively communicate with callers and have the ability to fluently read and write English; and
 - (v) understand caller's rights and feedback mechanisms.
- (b) The Provider must take all reasonable steps to ensure that the Provider's State Operations Centre Service Staff uphold the following standards at all times:
 - (i) be courteous and responsible at all times;
 - (ii) behave honestly and with integrity;
 - (iii) act with care and diligence;
 - (iv) treat everyone with respect and without harassment, victimisation or discrimination;
 - (v) maintain confidentiality;
 - (vi) are medically fit to provide these Services;
 - (vii) avoid or otherwise disclose any conflict of interest;
 - (viii) do not knowingly provide false or misleading information; and
 - (ix) do not make improper use of any information gained in the course of their employment or seek to gain a gift, benefit or advantage.

21. COUNTRY SUB CENTRE MODEL

Category	Cases in previous Financial Year	Model	Paramedic Staff	Crew
Category 1	>3000	Career Paramedic	9 Paramedics. 8 Paramedics working a 2:2:4 roster and 1 relief officer.	2 ambulances with a Crew of one Paramedic and one Volunteer Ambulance Officer 24 hours per day.
Category 2	2000 – 3000	Career Paramedic	7 Paramedics. 4 Paramedics working a 2:2:4 rosters, 2 Paramedics working 4 days on, 4 day offs 11 hour per day roster, and 1 relief officer.	1 ambulance with a Crew of one Paramedic and one Volunteer Ambulance Officer 24 hours per day. 1 ambulance with a Crew of one Paramedic and one Volunteer Ambulance Officer working 12 hours per day.
Category 3	1500 – 2000	Career Paramedic	4 Paramedics. 4 Paramedics working a 2:2:4 rosters.	1 ambulance with Crew of one Paramedic and one Volunteer Ambulance Officer 24 hours per day.
Category 4	1000 – 1500	Career Paramedic	2 Paramedics. 2 Paramedics working 4 days on 4 days off 12 hour day roster.	1 ambulance with a Crew of one Paramedic and one Volunteer Ambulance Officer working 12 hours per day. 1 ambulance with a Crew of two Volunteer Ambulance Officers working 12 hours per day.
Category 5	250 – 1000	Community Paramedic	Support of a Community Paramedic.	1 ambulance with a Crew of two Volunteer Ambulance Officers working 24 hours per day.

Category 6	0 – 250	Volunteer		1 ambulance with a Crew of two Volunteer Ambulance Officers working 24 hours per day.
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22. AGED PENSIONERS AND SENIORS DATA SET

The Provider must provide the following data in respect of Aged Pensioners and Seniors:

- (a) Demographic data to include:
 - (i) patient date of birth;
 - (ii) Age of patient when transported;
 - (iii) Gender; and
 - (iv) Date and time of transport;
- (b) Scene of Emergency;
- (c) Referring/Sending Hospital;
- (d) Town/city of referring Hospital; and
- (e) Receiving Hospital/other Health Service.

23. SERVICE DATA SET

FIELD NAME	DATA TYPE	DESCRIPTION
Case	Number	Unique Case identifier
Case Date	Date/Time	Date when case started
Crew	Text	Identifier for crew, the first digits are probably the base
Recd Time	Date/Time	When call was received
Transport Type	Code	Whether service is for inter-hospital transport or individual service
Depart Time	Date/Time	When the ambulance left its current position
Point of Departure	Date/Time	Point of departure of the ambulance when it receives a call
Arrive Time	Date/Time	When the ambulance arrived at the scene
Depart Scene Time	Date/Time	When the ambulance departed from the scene

Arrive Hosp Time	Date/Time	When the ambulance arrived at the hospital
Clear Time	Date/Time	When the ambulance was cleared for the next job
From_Hosp Code	Text	Code of the hospital from which the ambulance left – often blank or nursing home codes
From addr1	Text	Address from which the ambulance left – first part
From addr2	Text	Address of the destination – second part
To Postcode	Number	Postcode from which ambulance left
Patient DOB	Date/Time	Patient Date of Birth, If Known
Age	Number	Calculated from DOB
Priority	Number	Priority as allocated when the ambulance was called
Dispatch Code	Number	
Problem Code	Number	List of codes indicating source of injury or nature, or both
Condition	Number	Condition of patient as assigned by the paramedic. 1-5
Category	Number	Billing Category
Priority Change	Number	Priority as allocated following further assessment

SCHEDULE 5 – SERVICE PAYMENT

1. SERVICE PAYMENT

1.1 SERVICE PAYMENT

The Principal agrees to pay the Service Payment to the Provider in accordance with this Schedule.

The Service Payment is made up of two components:

- (a) **(Service Payment (General))** the general component of the Service Payment which is the fee for the provision of the Service generally; and
- (b) **(Service Payment (Concession))** the additional concession payment payable in respect of the provision of Services to Patients over 65 years old in accordance with the State policy from time to time.

The Principal is not liable for the payment of any 'fee for service' other than as part of the Service Payment (Concession) set out in this Agreement.

1.2 TIMING OF INVOICES

(a) Service Payment (General)

The Provider must submit an invoice quarterly in advance from 1 July 2015 for the Service Payment (General).

(b) Service Payment (Concession)

The Provider must submit an invoice monthly from 1 July 2015 separated into Metropolitan Perth Area and each country region for concessions for Patients over 65 years old.

1.3 INVOICES

An invoice given by the Provider to the Principal must be set out in a manner that clearly identifies the Services provided.

The Provider and the Principal may enter into a Recipient Created Tax Invoice (RCTI) agreement where the Principal will be responsible for creation of the invoice for the Service Payment (General).

2. PRICE VOLUME RISK

- (a) Any action taken by the Provider in anticipation of volume of Services is taken entirely at the Provider's own risk.
- (b) The Principal makes no representation or warranty as to the volume of Services.

3. PAYMENT OF INVOICES

The Principal must pay the amount specified in an invoice within 30 days after the date the invoice is received if the amount claimed in the invoice is:

- (a) properly payable; and
- (b) correctly calculated in accordance with the Agreement.

4. METHOD OF PAYMENT

The Principal may pay the amount specified by electronic funds transfer to the account with a financial institution nominated by the Provider.

4.1 RIGHT TO REQUEST FURTHER DETAILS

If the Principal requests, the Provider must promptly provide information and documentation sufficient to confirm that the amount specified in an invoice is calculated in accordance with the Agreement.

5. COST OF SERVICES

Service Payment (General)

The Service Payment (General) is set out below:

Service Financial Year	Service Payment (General)
2015/2016	\$89,416,005
2016/2017	\$93,220,730
2017/2018	\$97,196,665

Fee for Service

The Provider has the right to charge a third party a 'fee for service' for each Service provided to a Patient.

Service Payment (Concession)

The Principal will provide a 50% concession to the fee for service for medically necessary transport provided to a Patient over the age of 65 who is a permanent resident of Western Australia. The Principal will pay this concession to the Provider.

The Provider will provide a 50% concession to the fee for service for medically necessary transport provided to a Patient over the age of 65 who is a permanent resident of Western Australia and in receipt of a Pensioner Concession Card.

The State Government policy in respect of the Service Payment (Concession) may be reviewed by the State at any time during the term of the Agreement. The Parties agree to adjust the Agreement as necessary to reflect any changes to the policy.

Fee for Service – Inter Hospital Patient Transport

The 'fee for service' charged to and payable by Hospitals in the year 2015/2016 for Inter Hospital Patient Transport services provided to a Hospital pursuant this Agreement is accordance with the table set out in this Schedule.

The Provider may adjust the 'fee for service' payable by the Hospitals annually at the commencement of each year to an amount that is reasonable in the circumstances and agreed to by the Principal. The Principal's agreement will not be unreasonably withheld.

Inter Hospital Patient Transport for Hospitals in the Perth Metropolitan Area

Dispatch Priority	Flag Fall	Included Km	Excess Km charge rate
Dispatch Priority 1 and 2	\$916	Perth Metropolitan Area	N/A
Dispatch Priority 4 - Weekday	\$245	25	\$3
Dispatch Priority 4 - Weekend	\$280	25	\$3

Inter Hospital Patient Transport for Hospitals in Country WA

	Volunteer Crew		Career Paramedic		Airstrip Transfer	
	South Tropic of Capricorn	North Tropic of Capricorn	South Tropic of Capricorn	North Tropic of Capricorn	South Tropic of Capricorn	North Tropic of Capricorn
Flag Fall	\$230	\$255	\$916	\$916	\$230	\$255
Included Km	10	10	50	50	20	20
Excess Km charge rate	\$9.48	\$11.64	\$9.48	\$11.65	\$9.48	\$11.65

- The included Km is based on the distance between the Hospitals.
- If a specialist Patient Transport Vehicle is required for a Service for a Patient above 159kg or 68cm wide in the Perth Metropolitan Area the charges double.
- If a specialist Patient Transport Vehicle is required for a Service for a Patient above 159kg or 68cm wide in Country WA the Provider will provide a quote on a case by case basis.
- Services requiring overnight stays will incur an addition \$600 charge.

SCHEDULE 6 – REPORTING REQUIREMENTS

Weekly Report		
WA Health Data	Hours of Patient Transport Vehicle Ramping per week	Information
	% of Patients Off Stretcher within 20 minutes and within 30 minutes	Information
State Operations Centre	Proportion of Patient Transport Vehicles at each of the Hospitals included in the Ambulance Distribution Model	Information
	Patient Transport Vehicle attendances each hour against the thresholds in the Ambulance Distribution Model	Information
Monthly Report		
Patient Transport	Monthly Activity by Distribution Priority for Metropolitan Perth and each Country Sub Centre, including year to date and comparison to the previous year	Information
	Monthly Response and Arrival Time performance by Distribution Priority against Response and Arrival Targets for Metropolitan Perth and each Country Sub Centre, including year to date and comparison to the previous year	Information and KPI
	Number of cases outside of the 90 th percentile Target by Distribution Priority for the following increments: 5 minutes; 5-10 minutes, 10-15 minutes, 15-20 minutes, >20 minutes for the Metropolitan Perth and each Country Sub Centre, including year to date and comparison to the previous year.	Information
	Copies of each invoice submitted to a Hospital	Information
Call Centre	Percentage of Dispatch Priority 3 calls transferred to healthdirect	KPI
Jandakot Coordination	Total number of cases (separated by 10am-10pm and other times)	Information
	% of cases responded to on-time (excluding services attended to by the newborn emergency transport service)	KPI
	Number of cases not on time for the following increments: <5 minutes; 5-10 minutes, 10-15 minutes, 15-20 minutes, >20 minutes including year to date and comparison to the previous year	Information

Quarterly Report		
Patient Transport	Number of seniors and aged pensioners receiving medically necessary transport, by Metropolitan Perth and each Country Sub Centre, and number as a percent of total of all patient transport (excluding all Inter-Hospital Patient Transport)	Information
	Transactional sales reports for services provided for each Hospital	Information and Target
Patient Transport Staff	Number of training courses provided during the quarter by each Country Sub Centre	Information
	Number of volunteers completing a training course provided during quarter by each Country Sub Centre	Information
Major Incident Planning and Preparedness	A quarterly activity report of progress against the of the disaster management capability building project plan	Information
Governance	A report which details the number of complaints received, by theme, and number resolved (with access to the register if requested)	KPI
Annual Report		
Patient Transport	A quantitative and qualitative assessment of the Community Paramedic Model as it is being delivered in Country Sub Centers, including: location of Community Paramedic, volunteer numbers, training and education, roster coverage, external stakeholder engagement, clinical governance	Information
	An spreadsheet of all activity (in a format that can be manipulated e.g. .xsl or .csv). The fields to be included are outlined in Schedule 4 clause 23	Information
	An spreadsheet of all Aged Pensioner and Seniors activity (in a format that can be manipulated e.g. .xsl or .csv). The fields to be included are defined in Schedule 4 clause 22	Information
	Results of the Patient satisfaction survey	KPI
Patient Transport Staff	% of Patient Transport Staff who have completed required annual training and have completed, or are on track to complete, the requirements of the 24 month Continuing Education Program cycle	KPI
	Staffing profiles at each Country Sub Centre with a comparison to the Country Sub Centre Model	Information
Patient Transport Vehicles and Equipment	Number of fully equipped ambulances in Metropolitan Perth and by each Country Sub Centre	Information

Call Centre Services	Percentage of calls received from Triple Zero answered within 10 seconds	KPI
	Number of calls not answered within 10 seconds, and number as a percent of all calls for the following increments: 10-20 seconds; 20-30 minutes, 30-60 minutes, >60 seconds	Information
	Number of calls at the State Operations Centre subject to a quality audit	KPI
	Percentage of call center operators subject to an annual performance review	KPI
	Number of calls received by Triple Zero and non Triple Zero lines.	Information
	Number of State Operations Centre operators	Information
Governance	An updated risk management plan for the Service	Information
	Certificates of Currency for all insurances required under this Services Agreement	Information
	Details of continuous improvement initiatives undertaken in the last year, and planned for the next year	Information

SCHEDULE 7 – TRANSITION PLAN

1. TRANSITION PLAN

The content of the Transition Plan will be agreed at least nine (9) months before the Agreement Period end date, or within twelve (12) weeks of the Provider being advised in writing of the Agreement's termination.

Upon expiry or termination of the Agreement Period, the Provider agrees to do all things reasonably required by the Principal to ensure the smooth and orderly transfer of responsibility for providing the Services to the Principal, including:

- (a) meeting with the Principal, and any other persons notified by the Principal, not less than six months prior to the Transition Period, or upon the commencement of a Transition Period, to agree arrangements associated with the handover of the Services;
- (b) permitting the Principal to observe the delivery of the Services and the performance of any of the Provider's other obligations under this Agreement;
- (c) providing sufficient information as is required to ensure the safety and quality of patient care; and
- (d) for the avoidance of doubt:
 - (i) all facilities and/or Equipment used by the Provider in the provision of the Services pursuant to this Agreement will remain the property of the Provider and will not be transferred to the Principal upon handover of the Services; and
 - (ii) the Provider reserves its rights to continue to provide services similar to the Services within this Agreement.

SCHEDULE 8 – KEY PERFORMANCE INDICATORS

1. KEY PERFORMANCE INDICATORS AND PERFORMANCE REGIME

- (a) The Parties may agree to include, amend or delete individual Key Performance Indicators (KPI's), during the term of the Agreement. Should a KPI be introduced, the timeframe for implementation will be negotiated with the Provider and a variation will be issued.
- (b) All KPI's must be reviewed at the monthly contract management meeting. Performance outside of targets must be discussed and an action plan for remediation agreed.
- (c) The following escalation will apply to response and arrival time KPI's:

	Escalation Tolerance Level	Consecutive Months Outside Tolerance	
		Stage 1	Stage 2
Tier 1	2%	3 Months	6 Months
Tier 2	3%	3 Months	6 Months
Tier 3	5%	6 Months	9 Months
Tier 4	10%	6 Months	12 Months

Stage 1 escalation committee will be led by at least 2 Executives of the Provider and the Assistant Director General – System Policy & Planning WA Health.

Stage 2 escalation committee will consist of the Director General of the Principal and the CEO of the Provider.

- (d) Performance outside of target for non-response time KPI's can be escalated to the above committee at the discretion of the Principal.

2. MONTHLY KEY PERFORMANCE INDICATORS

#	Key Performance Indicator	Minimum Target	Measurement and Reporting	Tier
1	Monthly Report is submitted on time and data within the report is accurate	100%	The Principal's Representative to log the date of receipt and provide feedback as to completeness of data	N/A
2	Compliance with all relevant legislation and regulations, professional standards, health industry standards	100% compliance	Provider to provide report to relevant regulatory authority where appropriate and a copy provided to the State Party's Representative including plan to address non-compliance	N/A
3	Compliance with the Service Providers Clinical Practice Guidelines	90% compliance based on sample of cases audited	Compliance % based on audited cases. Compliance outside of tolerance to be managed through the monthly contract meeting	N/A
4	Number of Dispatch Priority 3 calls transferred to healthdirect	8%	Provider to track performance against target and include in Monthly Report	N/A
5	Patient Transport services are available 24 hours a day	100% of the time	Provider to include exception report in monthly report	N/A
6	Call Centre services are available 24 hours a day	100% of the time	Provider to include exception report in monthly report	N/A
7	Metropolitan Dispatch Priority 1 Response Time (not Inter Hospital Patient Transport (IHPT))	90% of calls responded to within 15 minutes	Provider to track performance against target and include in Monthly Report	1
8	Metropolitan Dispatch Priority 2 Response Time (not IHPT)	90% of calls responded to within 25 minutes	Provider to track performance against target and include in Monthly Report	2
9	Metropolitan Dispatch Priority 3 Response Time (not IHPT)	90% of calls responded to within 60 minutes	Provider to track performance against target and include in Monthly Report	2
10	Metropolitan Dispatch Priority 4 Response Time (not IHPT)	90% on time arrival (<+10 Min)	Provider to track performance against target and include in Monthly Report	3
11	Jandakot Coordination Service	90% on time arrival (<+10 Min)	Provider to track performance against target and include in Monthly Report	3

#	Key Performance Indicator	Minimum Target	Measurement and Reporting	Tier
12	Perth Metropolitan IHPT – Dispatch Priority 1	90% of calls responded to within 15 minutes	Provider to track performance against target and include in Monthly Report	1
13	Perth Metropolitan IHPT – Dispatch Priority 2	90% of calls responded to within 25 minutes	Provider to track performance against target and include in Monthly Report	2
14	Perth Metropolitan IHPT – Dispatch Priority 4	90% of arrivals within + 10 minutes of the confirmed pick up time	Provider to track performance against target and include in Monthly Report	3
15	Career Paramedic Country Sub Centres IHPT – Dispatch Priority 1	See Schedule 3	Provider to track performance against target and include in Monthly Report	2
16	Career Paramedic Country Sub Centres IHPT – Dispatch Priority 2	See Schedule 3	Provider to track performance against target and include in Monthly Report	3
17	Career Paramedic Country Sub Centres IHPT – Dispatch Priority 4	80% of arrivals within +10 minutes of the confirmed pick up time	Provider to track performance against target and include in Monthly Report	4
18	Career Paramedic Country Sub Centres Dispatch Priority 1 Response Times	See Schedule 3	Provider to track performance against target and include in Monthly Report	2
19	Career Paramedic Country Sub Centres Dispatch Priority 2 Response Times	See Schedule 3	Provider to track performance against target and include in Monthly Report	3
20	Career Paramedic Country Sub Centres Dispatch Priority 3 Response Times	See Schedule 3	Provider to track performance against target and include in Monthly Report	3
21	Career Paramedic Country Sub Centres Dispatch Priority 4 Response Times	See Schedule 3	Provider to track performance against target and include in Monthly Report	4

3. QUARTERLY KEY PERFORMANCE INDICATORS

#	Key Performance Indicator	Minimum Target	Measurement and Reporting	Tier
22	Quarterly Report is submitted on time and data within the report is accurate	100%	The Principal's Representative to log the date of receipt and provide feedback as to completeness of data	NA
23	Provisions of transactional sales reports for services to public hospitals	100% of reports received by the State Party's Representative are in full and on time	Provider to submit transactional sale reports in format prescribed the State Party's Representative quarterly. The State Party's Representative to log the date of receipt and provide feedback as to completeness of data.	NA
24	Complaints Resolution	100% of complaints are acknowledged within 5 day of submission and respond to all complaints within 30 Business Days. At a minimum, this response must include a proposed resolution or proposed actions and next steps	Provider maintain Complaints and Issues Register, track performance against target, and include in Quarterly Report	NA
26	Monthly meetings are attended by the nominated Provider Representative(s) (a meeting will be deemed to be missed if it is rescheduled within 24 hours, or rescheduled more than twice)	No monthly meetings are rescheduled by the Provider	Principal's Representative to track submission of reports and attendance at monthly meetings	NA

4. ANNUAL KEY PERFORMANCE INDICATORS

#	Key Performance Indicator	Minimum Target	Measurement System Reporting	Tier
25	Annual Report is submitted on time and data within the report is accurate	100%	The Principal's Representative to log the date of receipt and provide feedback as to completeness of data	NA
26	Percentage of calls received from Triple Zero answered within 10 seconds	90%	Provider to track performance against target and include in Annual Report	NA
27	Number of call centre call subject to a quality audit	2%	Provider to track performance against target and include in Annual Report	NA
28	Percentage of call centre operators subject to an annual performance review	100%	Provider to track performance against target and include in Annual Report	NA
29	Professional Development and Training	100%	Provider to track performance against target and include in Annual Report	NA
30	Patient satisfaction with Provider	90% rating of "satisfactory" or above	Provider to track performance against target and include in Annual Report	NA

SCHEDULE 9 – SERVICE STAFF QUALIFICATIONS AND EXPERIENCE TABLE

Operational Descriptor	Scope of Practice /Skills Matrix	Qualification *	Experience
Student Ambulance Officer	Under supervision of a Paramedic assist or perform procedures as per the Clinical Practice Guidelines (CPG's)	First year of Degree (Paramedical Science / Health Science)	St John Ambulance WA selection process. 12 week Induction course
Level I Ambulance Officer	Under supervision of a Paramedic assist or perform procedures as per CPG's	Successful completion of second year of degree	Minimum of 24 weeks of on road experience
Level II Ambulance Officer	Under supervision of a Paramedic assist or perform procedures as per CPG's	Successful completion of all third year units of the Undergraduate Degree	Minimum of 18 months on road clinical experience at an equivalent scope of practice
Ambulance Paramedic	Perform procedures as per CPG's	Advanced Diploma or Undergraduate Degree in Paramedical Science	Minimum experience at an equivalent scope of practice to St John Ambulance WA paramedics at graduation - 28 months
Volunteer Ambulance Officer	Perform procedures as per CPG's	Provide First Aid course Plus: LEVEL 1 Introduction Patient Assessment Ambulance Equipment Ambulance Driving Awareness Oxygen & Equipment CPR & Defibrillation Spinal Care Awareness Basic Medication Awareness Introduction to Triage then: LEVEL 2 Secondary and CNS Survey Module 2 Airway Management Module 3a Medical Conditions Medication Administration Shock Trauma	Annual Continuing Education Program (CEP) and assessment

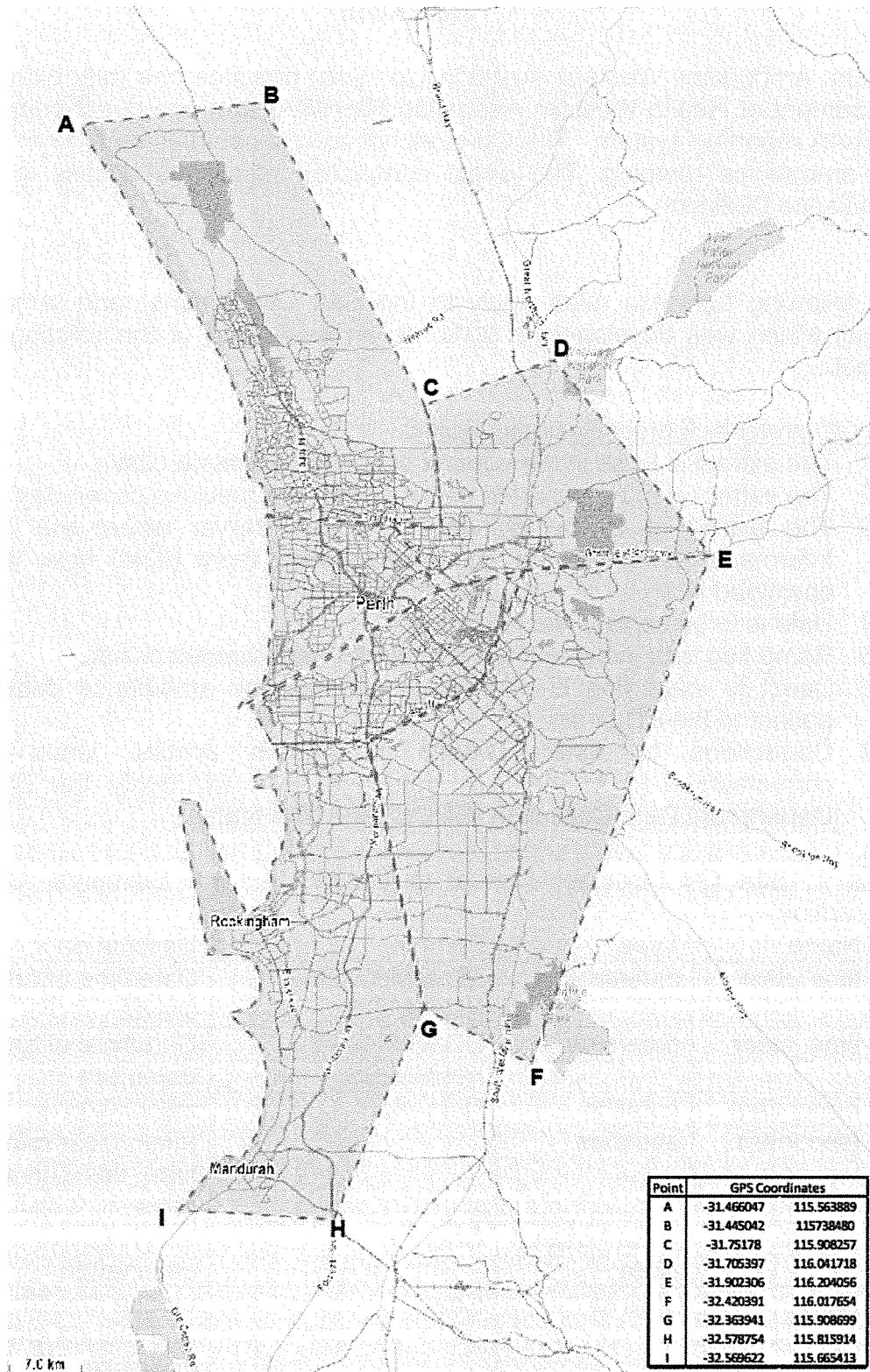
Operational Descriptor	Scope of Practice /Skills Matrix	Qualification *	Experience
		Disturbed and Abnormal Behaviour Documentation and Communication Time Critical and Deceased Disaster and Triage Environment Emergency Childbirth Mentoring	
Patient Transport Officer	Perform procedures as per CPG's	Equivalent to VAO Driver training – transport non-emergency clients under operational conditions	Annual CEP
State Operations Centre Operatives	Perform procedures as per Operational Guidelines	7 weeks training plus 8 weeks mentoring Dispatch – 2-3 weeks additional training with a minimum of 100 hours mentoring Advanced Emergency Medical Dispatcher (for ProQA) Basic Life Support	Annual CEP Requalification every two years. Note: The qualifying body is the International Academy of Emergency Medical Dispatch, based in the US.

* Equivalent qualifications for direct entry recruits will be assessed against St John Ambulance Western Australia Ltd equivalency skills requirements as updated.

Continuing Education Program

- Employees must successfully complete training as required by the Provider as part of the Continuing Education Program.
- Training will be scheduled by St John and employees will be required to attend a minimum of 4 days over a period of 24 months.
- Where possible training will be scheduled during normal working hours or as otherwise agreed between St John and the employee.
- Training content will be developed to ensure that relevant skills and knowledge are maintained and / or enhanced as determined by St John.
- The length of each training session will be 10 hours.
- Training will be tailored to ensure that relevant skills and knowledge are refreshed. To assist in this process, St John will seek information from a range of staff and areas, including:
 - Ambulance Officers/Paramedics/Patient Transport Officers/Communication Officers/Ambulance Network Coordinators;
 - The Collage of Pre Hospital Care;
 - Clinical Services Director; and
 - Ambulance Service Director.
- It is the intention that the training will achieve the following:
 - maintain knowledge and skills to an optimum level;
 - update staff on new skills and practices;
 - update staff on Clinical Practice Guidelines and skill manual changes; and
 - give an opportunity for staff to make training suggestions, and discuss any concerns they have in their role.

APPENDIX A – METROPOLITAN PERTH AREA



APPENDIX B – ST JOHN AMBULANCE WESTERN AUSTRALIA LTD DATA EXTRACT SPECIFICATION

June 2015

St John Ambulance Western Australia Ltd (SJA) provides one data extract to the Department of Health Western Australian (DoHWA) and one direct connection to an SJAA reporting system. The Off stretcher extract contains data on off stretcher and ambulance ramping. The direct connection allows us access to data on Ambulance Diversion.

The following business rules apply to the SJA Off stretcher and ramping data extract which was developed in 2012 as an expansion of the existing ramping extract.

SJA Off stretcher Extract Business Rules

1. The extract is to be in the comma delimited format i.e. .csv.
2. The extract is to be provided every day for the previous seven day's data.
3. The extract is to be placed on a SJA server where the DoHWA's Information Development and Management team (IDM) have access to download it.
4. Data is to be correct and complete.
5. Ramp flag is to indicate if the ambulance was ramped or not.
6. Direct to ward flag is to indicate whether the ambulance delivered the patient to the ED or not.
7. Corrections to data: Though it seldom occurs, when data is corrected/alterd in the SJA database, SJA will notify the Emergency Department Data Collection (EDDC) and IDM teams.

Table 1: SJA Off Stretcher Extract to DoHWA - Data Elements, Order and Description

#	Name	Type	Format	Description
1	time_dest	date/time	DD/MM/YYYY HH:MM:SS	Date/time of ambulance arrival
2	time_clear	date/time	DD/MM/YYYY HH:MM:SS	Date/time of ambulance departure
3	ramp_time (seconds)	count in seconds	Numeric	calculation is (time_clear minus time_dest) minus 20 mins
4	dest_code	initial hospital code	Char	initial hospital code destination
5	crew	crew id	Char	unique identifier for crew and thence ambulance to determine more than one patient in an ambulance (duplicates)
6	ramp flag	ramp flag	Char	Yes/No: to identify if

#	Name	Type	Format	Description
				ambulance is ramped
7	DTW flag	DTW flag	Char	Yes/No: to identify if ambulance is direct to ward i.e. bypasses ED
8	off stretcher time	date/time	DD/MM/YYYY HH:MM:SS AMPM	Date/time of handover to ED staff
9	to_location	actual hospital code	Char	actual hospital code location

SJA Ambulance Diversion Extract Business Rules

1. Ambulance diversion data from SJA is used to automatically populate the DoHWA's historical Ambulance Diversion Reporting System database.
2. The extract is provided every day for the previous seven day's data.
3. The IDM team have direct access to ambulance diversion data from the ADRS database.
4. IDM have limited access to three data tables: Diversion, Hospital, and Diversion Reason, from which the data elements Hospital, Diversion ID, Diversion Start Date and Diversion End Time are downloaded and used to calculate daily diversion by hospital.

Table 2: Table 1: SJA Ambulance Diversion Extract to DoHWA - Data Elements, Order and Description

#	Name	Type	Format	Description
1	Hospital	Hospital code	Char	Hospital code location
2	Diversion ID	ID to identify each episode of ambulance diversion	Num	unique identifier for each episode of ambulance diversion.
3	Diversion Start Date	Start Time	DD/MM/YYYY HH:MM:SS (24 hour clock)	The date and time that the emergency department commenced ambulance diversion
4	Diversion End Date	End Time	DD/MM/YYYY HH:MM:SS (24 hour clock)	The date and time that the emergency department concluded ambulance diversion
5	Reason	Reason for diversion	Char	Reason why emergency department was placed on ambulance diversion by ED Head of Department (or authorised proxy)

