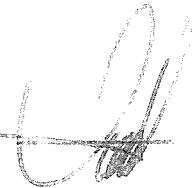




MINISTER FOR HEALTH OF WESTERN
AUSTRALIA

("WA")

AND:



NORTHERN TERRITORY OF
AUSTRALIA

("the Territory")

AGREEMENT

1 July 2011 to 30 June 2014

C05542

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement the following definitions shall apply unless the context requires otherwise:

Approved Patients means all patients who are referred to RDH for care under this Agreement by an authorised WA officer and are accepted for care by an Authorised Officer at RDH.

Authorised Officer:

- (i) For WA means a WA Health Kimberley District Medical Officer or Royal Flying Doctor Service doctor; and
- (ii) For the Territory, means a specialist consultant in the areas specified in Schedule 2.

Bed Day is the unit of measurement for the length of stay of a patient. The number of Bed Days is calculated by subtracting the date the patient is admitted from the date of separation.

DRG means Diagnostic Related Group.

Event of force majeure means any event outside a party's control including:

- (i) any act of God, lightning, earthquake, storm, fire, flood or natural disaster;
- (ii) any act of terrorism, insurrection or civil disorder;
- (iii) any determination, award or order of any court or tribunal;
- (iv) any act or omission of government or any unrelated government instrumentality; and
- (v) any industrial dispute of any kind.

Intensive Care Unit has the same meaning as "Intensive Care Unit" in the Australian Institute of Health and Welfare, National Health Data Dictionary version 15, 2010.

Party means either of WA or the Territory as the context requires and **Parties** means both of them.

RDH means the Royal Darwin Hospital which is operated by and is the responsibility of the Territory.

Term means the term of this Agreement as described in Recital F.

2. SERVICES

- A. Subject to subclause 2.B, the Territory will provide to WA access to inpatient services for 2190 Bed Days per financial year for Approved Patients.
- B. In the event of a major trauma or disaster such that RDH must fulfil its role as the National Critical Care and Trauma Response Centre (NCCTRC) and during the period that the RDH fulfils that role, the Territory's obligation under subclause 2.A shall be suspended. The Territory may accept inpatient transfers or refuse them in its absolute discretion. The Territory will credit WA for the number of days that the NCCTRC is in activation and that WA is unable to send Approved Patients.
- C. If WA seeks to transfer an Approved Patient when the Territory already has six (6) Approved Patients, the Territory may refuse to accept the transfer. However, the Territory agrees that six Approved Patients admitted at the same time is not a ceiling, and agrees that it will endeavour to accommodate a degree of flexibility in supporting more than six Approved Patients if the need arises.
- D. The Territory may, in consultation with WA, when clinically appropriate, transfer Approved Patients to a sub acute care facility or to its Katherine Hospital.
- E. The Parties acknowledge that the inpatient services that are the subject of this Agreement are outlined in the second column of the table in Schedule 1 (Included Patient Criteria List) and the inpatient services that are not intended to be the subject of this agreement are outlined in the third column of the table in Schedule 1 (Excluded Patient Criteria List).
- F. The Territory will endeavour to provide the care and treatments as provided for in the schedules, however if its ability to provide the required specialist services changes for whatever reason (either in restricting services or increasing services) the Territory will notify WA in writing of that change and on such notice being provided Schedule 1 will be taken to have been amended accordingly.
- G. Where the Territory notifies WA of an increase in its ability to provide specialist services, amendments to Schedule 1 shall only have effect on and from agreement to those amendments by WA.
- H. Where the Territory notifies WA of a decrease in its ability to provide specialist services, WA shall be entitled to a rebate of charges at the then current Bed Day rate for all affected days where that decrease in services has caused WA to be unable to utilise its full entitlement of 6 Bed Days. For the purposes of clarifying this rebate clause, WA shall only be entitled to a rebate where it had a patient who would have been able to utilise a bed for which WA had paid but for the decrease in specialist services.
- I. The payments in clause 3 are all inclusive, unless provided elsewhere in this Agreement and include payment for all goods and services associated with the care and treatment of an Approved Patient by the Territory.

- J. The Territory will ensure that for each Approved Patient discharged, RDH provides sufficient information for the Hospital Inpatient Summary Form (HA22) as per Schedule 4, including completed clinical coding in accordance with WA Coding Standards and in accordance with ICD-10-AM, International Classification of Disease - 10th Edition - Australian Modification 7th Edition. In addition to elements on the HA22 the Territory will report the number of hours an Approved Patient receives continuous mechanical ventilation when this treatment is given. The information will be provided on a monthly basis, to be received within 14 days of the end of the month in which the Approved Patient has been discharged.
- K. The WA Kimberley Health Information Manager will notify the RDH Clinical Information Services Manager of any coding errors. The Territory will be responsible for correcting any coding errors arising from quality of clinical coding or non compliance with the WA Coding Standards. The corrected clinical coding must be returned to WA within 14 days of the Territory being notified of an error.
- L. WA shall notify RDH of its contact officer to review monthly reconciliations of patients recorded as eligible under this agreement.
- M. The Territory shall notify WA of its contact officer at RDH to confirm patient admission, ward status, discharge dates, patient repatriation arrangements and dispatch of medical records as required.

3. FUNDING

- A. In relation to the services referred to in clause 2, for the 2011/12 financial year, WA agrees to pay the Territory an amount of \$3,720,810 (the 2010/11 amount) adjusted in accordance with subclause 3H. In 2010/11 this equated to a Bed Day rate of \$1699. For subsequent financial years the payment amount will be determined in accordance with subclause 3H. This does not include any additional loading for Intensive Care Unit Bed Days.
- B. Payments are to be made quarterly in advance, subject to the receipt of the information referred to in subclause 2J.
- C. Payments will be made in the relevant quarter on receipt of a tax invoice including GST.
- D. Bed Days in excess of 2190 Bed Days per annum will be invoiced additionally at a daily rate determined by the relevant annual contract price of this agreement divided by 2190 Bed Days. In 2010/11 the rate was \$1,699.00 per Bed Day. For 2011/12 and subsequent financial years the additional Bed Day rate will be determined in accordance with subclause 3H.
- E. Bed Days in excess of 2190 Bed Days per annum will be invoiced after 30 June each year, when the agreed number of Bed Days has been determined.
- F. WA agrees to pay the Territory an additional loading for Intensive Care Unit Bed Days provided in RDH. In 2010/11 the rate for the additional loading was \$2,939 per Bed Day. For 2011/12 and subsequent

financial years the loading will be determined in accordance with subclause 3H.

- G. The Territory will invoice WA quarterly in arrears for the additional loading for Intensive Care Unit Bed Days provided in the previous quarter. The agreed number of Bed Days spent in a designated Intensive Care Unit bed will be obtained from the RDH Morbidity Data System.
- H. The annual and Bed Day payment rates specified in the Agreement shall be adjusted annually by reference to the Australian Government Department of Health and Ageing *National Hospital Cost Data Collection: Public Sector* as follows:
 - (i) For 2011/12 the payment amounts or rates are to be determined by adjusting the relevant 2010/11 amounts or rates by the percentage movement in the *National Estimated Average Cost per Weighted Separation: Public Sector* from Round 13(08/09) to Round 14 (09/10),
 - (ii) For 2012/13 the payment amounts or rates are to be determined by adjusting the relevant 2011/12 amounts or rates by the percentage movement in the *National Estimated Average Cost per Weighted Separation: Public Sector* from Round 14 (09/10) to Round 15 (10/11); and
 - (iii) For 2013/14 the payment amounts or rates are to be determined by adjusting the relevant 2012/13 amounts or rates by the percentage movement in the *National Estimated Average Cost per Weighted Separation: Public Sector* from Round 15 (10/11) to Round 16 (11/12);

If the data are not available on July 1, the increase will be backdated to the start of the relevant financial year once the information is published.

- I. The inpatient capacity not used by WA shall be available for use by Northern Territory patients without any adjustment to the amount payable by WA under this Agreement with the exception of times when the NCCTRC is activated as per subclause 2B above.
- J. An Approved Patient who elects to be a private patient will have the revenue offset credited against the Agreement if cared for at RDH. All costs related to the return of the patient to WA are the responsibility of WA.

4. NOT INCLUDED IN OTHER CROSS BORDER ARRANGEMENTS

The Parties agree that:

- A. Approved Patients transferred from WA to the Territory under the arrangements in this Agreement shall not be included for the purposes of any other cross border arrangements between the Territory and WA; and
- B. Under-utilisation of inpatient capacity under this Agreement will not be offset against any other cross border funding arrangements, it being the

intention of the Parties that the arrangements set out in this Agreement are stand-alone arrangements.

5. PATIENT TRANSFER AND HANDLING PROTOCOLS

The Parties agree to adopt the patient handling and transfer protocols set out in Schedule 2 as varied from time to time in writing by the Parties.

6. REVIEW AND CONSULTATION

- A. The Parties agree to consult on any matters relating to the operation or performance of this Agreement.
- B. The Parties will undertake an annual review of this Agreement and its operation. Each Party will bear its own costs of the review, unless agreed otherwise in writing.

7. CONFIDENTIALITY

- A. Each Party agrees that it will only use Confidential Information for the purposes of this Agreement and that it will keep secret and confidential and not disclose:
 - (i) any Confidential Information pertaining to the services provided under this Agreement; or
 - (ii) any Confidential Information owned or supplied by any other Party to any person other than such of its officers, employees, servants, contractors, sub-contractors and agents who reasonably require access to that Confidential Information for the purposes of this Agreement and who have been informed of and have agreed to be bound by the obligations of that Party pursuant to this Agreement.
- B. The obligations imposed upon a Party by this clause shall not apply where:
 - (i) That Party has received the prior written permission of the other Party with respect to the disclosure of that Confidential Information;
 - (ii) The Confidential Information is disclosed pursuant to Parliamentary obligations; or
 - (iii) The Confidential Information is disclosed as required by law provided that the disclosing Party disclose the minimum Confidential Information required and immediately inform the other Party or Parties of such disclosure.
- C. For the purposes of this Agreement, 'Confidential Information' means, and includes, any information that by its nature is confidential, is designated by a Party as confidential or the recipient Party knows or ought to know is confidential but does not include information which:
 - (i) is trivial or obvious;

- (ii) is or becomes public knowledge other than by breach of this Agreement;
 - (iii) was known by the recipient as at the date of this Agreement; or
 - (iv) has been independently developed or acquired by the recipient,
- where the burden of establishing either of the exceptions referred to in (iii) or (iv) shall be upon the Party which has received the information in question from the Party which is claiming that the information is Confidential Information.
- D. This clause shall survive the expiration or earlier termination of this Agreement.

8. PRIVACY

A. In this clause:

Act means the *Information Act (NT)*

Privacy Laws means:

- (i) the Act; and
- (ii) the Information Privacy Principles set out in the Act or any 'code of practice' approved under the Act that applies the parties to this Agreement.

Personal Information means all information about a person that is "personal information" as defined in the Act, which is collected and/or handled by the parties in connection with this Agreement.

- B. The Parties agree to deal with all Personal Information in a manner, which is consistent with the Privacy Laws and any other relevant privacy law.
- C. The Parties are to collect, use, disclose or otherwise deal with Personal Information only for the purposes of fulfilling their obligations under this Agreement.
- D. The disclosure of Personal Information is to be in accordance with the Privacy Laws.
- E. The Parties are to immediately notify each other where it becomes aware that a disclosure of Personal Information may be required by law.
- F. The Parties must ensure that any employee or agent, or any other person who may have access to Personal Information held by the Parties, is aware of the obligations of the Parties under this Agreement and undertakes not to collect, access, use, disclose or otherwise deal with Personal Information except in performing their duties of employment or engagement and in accordance with the Agreement.
- G. The Parties acknowledge that individuals have the right to request access to, or correction of, the Personal Information held about them.
- H. Personal Information must not be transferred out of state or territory without the prior approval of the patient.

- I. A Party must immediately notify the other Party where the first Party becomes aware of a breach of this clause or the Privacy Laws.
- J. When this Agreement expires or is terminated, both Parties must:
 - (i) return all records containing Personal Information; or
 - (ii) retain any material containing Personal Information in a secure manner as approved by the Parties.

This subclause will survive the expiration or termination of this Agreement

9. TERMINATION

Either party may terminate this Agreement by giving six (6) months' notice in writing on the other party of its intention to terminate this Agreement, in which case this Agreement shall terminate with effect from the expiry of such six (6) month period.

10. DISPUTE RESOLUTION

- A. If a dispute arises between the Parties in relation to this Agreement, it shall be referred to the following persons in order, commencing with the persons in subclause (i) to negotiate a resolution:
 - (i) Regional Director WA Country Health Service Kimberley and Executive Director Top End Hospital Network.
 - (ii) Chief Executive Officer WA Country Health Service and Executive Director Top End Hospital Network.
 - (iii) Director General Department of Health of Western Australia and Chief Executive NT Department of Health.
 - (iv) An Independent Expert
- B. If a dispute cannot be resolved between the Parties in relation to this Agreement, the Parties may agree to the identity of an independent expert to determine the dispute.
- C. If the Parties fail to agree to the identity of an independent expert within five (5) business days of one party nominating an independent expert, then either or both of the Parties may refer the matter to the President for the time being of the Law Society of the Northern Territory who will nominate an independent expert to determine the dispute.
- D. The decision of the independent expert will be absolute and final and binding on the Parties and this Agreement will be deemed to be amended to incorporate the terms of the independent expert's decision.
- E. The independent expert is deemed to be acting in making any decision as an expert and not an arbitrator.
- F. The Parties will bear the costs of such a determination equally.

- G. The Parties must make available to the independent expert all materials requested by it and will furnish it with all other materials that are relevant to the dispute or determination.

11. NOTICES

- A. All notices or other communications ("notices") required or permitted to be given under this Agreement must be in writing and served:
- (i) personally;
 - (ii) by prepaid registered post; or
 - (iii) by facsimile transmission, at the address of the party set out below or at such other address as the party may give in written notice to the other.
- B. A notice is deemed to be given by the sender and received by the addressee, if:
- (i) delivered personally, when delivered to the addressee;
 - (ii) sent by mail, on the second business day from and including the date of posting; or
 - (iii) sent by facsimile, on receipt of complete and correct transmission report by the sender and if received by the addressee before 4:00pm on a business day on that day otherwise it is deemed to be received at 9:00am on the next following business day in the place of receipt.

For the purposes of this Agreement the address for service of each party is as follows:

For WA:

Chief Executive Officer	189 Wellington Street
WA Country Health Service	Perth WA 6000
	Fax: (08) 9223 8598

For the Territory:

Chief Executive Officer	Health House
Department of Health	87 Mitchell Street
	Darwin NT 0801
	Fax: 08 89992439

12. GOODS AND SERVICES TAX

- A. For the purposes of this Clause unless the context otherwise requires:-
- (i) **Act** means the *A New Tax System (Goods and Services Tax) Act 1999*;
 - (ii) **GST** means any tax imposed on Supply by or through the Act;
 - (iii) **GST Rate** means the percentage amount of GST payable determined under section 9-70 of the Act as amended from time to time; and
 - (iv) **Input Tax Credit, Supply and Taxable Supply** have the meaning they bear in the Act.
- B. All amounts specified in this Agreement which are payable by a party are shown exclusive of any GST.
- C. If a party makes a Taxable Supply to the other under this Agreement, the recipient of the Taxable Supply must, in addition to the consideration or amount payable in respect of such Taxable Supply, and at the same time, pay to the supplier an additional amount equal to the GST payable on or for the Taxable Supply.
- D. The supplier shall provide the recipient with a tax invoice and/or adjustment notes in relation to the Supply prior to an amount being paid under this Agreement and shall do all things reasonably necessary to assist the recipient to enable it to claim and obtain any Input Tax Credit available to it in respect of a Supply

13. FORCE MAJEURE

- A. If the Territory is, by reason of the occurrence of an event of Force Majeure, unable to perform any obligation on its part, it must:
- (i) notify WA when the event of Force Majeure occurs;
 - (ii) use reasonable diligence and employ all reasonable means to abate and overcome the consequences of that Force Majeure event;
 - (iii) resume performance of each affected obligation as quickly as reasonably possible after the termination of the event of Force Majeure or the Force Majeure event has abated to an extent which permits the resumption of performance;
 - (iv) notify WA when resumption of performance is likely to occur; and
 - (v) notify WA when resumption of performance actually occurs.

- B. If the Territory is, by reason of the occurrence of an event of Force Majeure, unable to perform any obligation on its part, the obligation of WA to make payments in respect of that obligation over the period during which the Force Majeure applies is suspended.
- C. WA shall be entitled to a rebate of any moneys paid in respect of any period during which services are not available due to an event of Force Majeure.
- D. If an event of Force Majeure causes the Territory to be unable to meet its obligations for a period of greater than 90 days, either party may terminate this Agreement on 14 days notice.

14. MISCELLANEOUS

- A. The Parties may vary any of the terms of this Agreement but any variation shall be effective only if evidenced in writing and signed by both Parties.
- B. No omission by either party to require the performance by the other of any of the terms and conditions of the Agreement nor any forbearance or indulgence shown by a party to the other will in any manner affect or prejudice the rights of a party at any time to require strict and full performance by the other party of any or all of the terms and conditions of the Agreement.
- C. If a court determines that a provision in this Agreement is unenforceable, illegal or void then it shall be severed, if practicable and the other provisions of the Agreement shall remain operative.
- D. This Agreement is to be governed by and construed in accordance with the law of the Northern Territory of Australia and the Parties submit to the jurisdiction of the Supreme Court of the Northern Territory at Darwin in respect of all matters arising under this Agreement.
- E. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes any previous Agreement between the Parties in relation to the matters in this Agreement.
- F. This Agreement may be signed in any number of counterparts and all counterparts when taken together are to constitute one instrument.

SCHEDULE 1

(Column 1) Specialties	(Column 2) Included Patient Criteria List MAY be transferred	(Column 3) Excluded Patient Criteria List <u>NOT</u> to be transferred
1. Neonate	Special Care Nursery with high dependency patients and provision of medium-long term mechanical ventilation and full life support. Neonatal surgery for routine conditions.	Neonates likely to require surgical cardiac intervention.
2. Emergency		<p>Neurosurgery – No Neurosurgery service in Darwin</p> <p>(a) Subarachnoid haemorrhage, if suspected, should go straight to Perth</p> <p>Excepting that:</p> <p>Acute neurotrauma / subdural & extradural are managed at RDH by experienced general surgeons (and are not excluded from transfer from WA to the Territory) but may need secondary transfer to Perth if Neurosurgeon intervention required</p> <p>(b) All elective neurosurgery is excluded and must be transferred to Perth (although in regards trauma RDH will provide CT radiography and have the capability to deal with traumatic intracranial haematoma)</p>
		Acute surgical decompression of the spinal cord
	General Surgery	
	Neurology	
	Respiratory Medicine that can be managed	

(Column 1) Specialties	(Column 2) Included Patient Criteria List MAY be transferred	(Column 3) Excluded Patient Criteria List <u>NOT</u> to be transferred
	by a general physician	
	Cardiology	Invasive cardiac investigations i.e. coronary bypass, angioplasty
	Gastroenterology	
	General Medicine	
	Orthopaedics	Bone bank dependent orthopaedic procedures
	Urology that can be managed by a general surgeon	Pelvic / complex urological surgery
	Plastics & burns to 30%.	Burns to more than 30% of the body or involving hands or involving children. NOTE: Burns patients that are unstable and require stabilisation, can be accepted at RDH, but will be transferred to Perth once stabilised.
3. Urgent		
	Termination of pregnancy	Those excluded by NT legislation (<i>s11 Medical Services Act</i>)
	High risk obstetrics cases	
	Orthopaedics	Bone bank dependent orthopaedic procedures

SCHEDULE 2

PATIENT TRANSFER AND HANDLING PROTOCOLS

1. Notification Processes

WA liaises with RDH prior to aircraft take off to advise of any pending transfers to ensure RDH is capable of receiving the patient and to provide appropriate clinical liaison prior to the patient transfer.

The WA Case clinician contacts RDH switchboard and identifies themselves to be from the Kimberley Region (RDH switchboard staff will have been trained to recognise and respond to Kimberly calls) and asks for one of three pathways:

1. ED access line :
 - a. Trauma
 - b. Maternity
 - c. All other referrals except Critical Care and Paediatrics
2. Senior paediatrician on call – Paediatrics
3. ICU consultant – Critical care (non trauma) – ICU and HDU

Only the Authorised Officers, the Medical Superintendent and General Manager at RDH have power to accept the transfer of patients under the arrangements between WA and the Territory.

WA is aware of RDH's limited neonatal facilities and equipment, and must consider these limitations when seeking to transfer neonates for care.

2. Transfer Protocol

Hand-over of the patient will take place when the patient arrives at the RDH Emergency Department, at which time RDH will have full clinical responsibility for Approved Patients transferred from WA.

If an Approved Patient's condition deteriorates beyond RDH's clinical capabilities, the Approved Patient may be transferred to another State or Territory. The first priority destination of transfer is Perth, and the first preferred transport provider is to be Careflight or as otherwise nominated by WA from time to time (where the transfer is to Perth). However, if the Approved Patient needs to be transported to another location; WA agrees the transfer may take place without its prior approval. WA is then to be advised of the justification for not utilising Perth. Inter hospital transfers from RDH to another hospital outside the Northern Territory will be at the expense of WA and are not included in the price paid under this Agreement.

If RDH accepts an Approved Patient and after accepting the Approved Patient, informs WA that RDH will not accept the Approved Patient, for any reason, RDH will be responsible for any costs incurred by RDH or WA above

the costs that would have been incurred if the Approved Patient had not been accepted by RDH.

Inter hospital transfers between WA and the Northern Territory will be at the expense of WA and are not included in the price paid under this Agreement.

Inter hospital transfers within the Northern Territory, referred to in clause 2D of this Agreement, are at the expense of the Territory and are included in the price paid under this Agreement.

The costs of ambulance transport to and from Darwin Airport will be at the expense of WA and are not included in the price paid under this Agreement

3. Discharge Obligations

If an Approved Patient has completed their acute episode of care and is ready for discharge but WA is unable to arrange timely return transfer, WA will be liable for the cost of any step down accommodation that needs to be purchased to appropriately accommodate the patient.

All discharged Approved Patients will be provided with a copy of their discharge summary, a fitness to fly form and appropriate Patient Assisted Travel Scheme Form (WA standard) where necessary.

4. Tarmac Protocols

WA will be responsible for all costs and arrangements associated with the timely transfer of patients to and from RDH.

This will include, but is not limited to, costs and arrangements relating to:

- landing fees;
- refuelling;
- maintenance;
- hanger arrangements, if needed; and
- ambulance transport costs.

5. Other Modes of Transport

If WA elects to transport patients by means other than air, then WA will arrange such transport and meet the full costs of doing so.

6. Medical Records

WA must ensure that appropriate clinical records are transmitted to RDH in advance of, or accompanying, all patient transfers.

RDH must provide appropriate copies of documentation on patient care undertaken at RDH together with the HA22 record and return such records to the Medical Records Department of the referring WA facility. For Approved Patients being transferred back to a WA facility, these documents are to accompany the patient. For discharged patients these documents are to be sent within 7 days of discharge via registered mail, consistent with clinical requirements.

Transfer of clinical information must be consistent with State or Federal legislation relating to information privacy e.g. Information Privacy Principle 9.1 (d), (e) and (f).

Any issues arising from the transfer of clinical records to RDH or back to WA will be resolved between the parties nominated in subclause 2L and 2M.

7. Authorised Officers

Authorised Officers for the Territory are those persons who are specialist consultants at RDH in the areas of:

- a. Trauma
- b. Critical Care
- c. Obstetrics
- d. Neonatology
- e. Paediatrics
- f. General Surgery
- g. Orthopaedics
- h. Plastics and Burns
- i. General Medicine
- j. Neurology
- k. Cardiology
- l. Renal Medicine

SCHEDULE 3

The Parties agree to reciprocal sharing of any agreed national safety and quality indicators once relevant legislation is enacted. The Territory agrees to work with WA to develop additional agreed indicators at a facility and approved patient level.

1. PERFORMANCE AND QUALITY INDICATORS – FACILITY LEVEL

The Territory agrees to provide the following data by 31 December each year for the previous financial year;

- 1.1 Hospital standardised mortality ratios
- 1.2 Death in low mortality DRGs
- 1.3 Hospital planned readmission rates.
- 1.4 Unplanned hospital re-admissions of patients discharged
- 1.5 Healthcare associated *staphylococcus aureus* (including MRSA) bacteraemia

2. PERFORMANCE AND QUALITY INDICATORS – APPROVED PATIENTS

The Territory agrees to provide the following data by 31 December each year for the previous financial year;

- 2.1 Planned re-admission to a facility within the Kimberley Region of WA.

3. CLINICAL INCIDENT AND SENTINEL EVENT REPORTS

A clinical incident is any event or circumstances that could have or did cause unplanned harm, suffering, loss or damage to patients or visitors.

3.1 Clinical Incidents

The Territory agrees to report clinical incidents related to care provided to Approved Patients by WA Health and or RDH, and any matter of healthcare including those related to the assessment, prioritisation, preparation and transport of Approved Patients being transferred to or from RDH.

The report must be provided as soon as practically possible, preferably within one (1) week of the incident, via the Kimberley Regional Medical Director or Nurse Director; by email or telephone.

Sufficient details must be provided in the email or telephone call to enable the case to be reviewed,

3.2 Sentinel Events

The Territory agrees to report **sentinel events** as listed in the WACHS Sentinel Event & Mental Health "Unexpected Deaths" Notification Form related to care provided to Approved Patients by WA Health and or RDH, and any matter of healthcare including those related to the assessment, prioritisation, preparation and transport of Approved Patients being transferred to or from RDH.

The report must to be provided as soon as practically possible, preferably within two (2) days of the event via the Kimberley Regional Medical Director or Regional Nurse; Director by email or telephone.

The report must to be provided using the WACHS Sentinel Event & Mental Health "Unexpected Deaths" Notification Form.

SCHEDULE 4

HOSPITAL INPATIENT SUMMARY FORM (HA22)

(New values: bold & italics) July 2007

<p>Account Adm No. <input type="text"/></p> <p>Episode of Care <input type="text"/></p> <p>Client Identifier (URN) <input type="text"/></p> <p>Mother's Identifier (URN) (Baby's form only) <input type="text"/></p> <p>Admission Date/Time <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>Separation Date/Time <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p>		<p>(Hospital) Establishment <input type="text"/></p> <p>Surname <input type="text"/></p> <p>First Forename <input type="text"/></p> <p>Second Forename <input type="text"/></p> <p>Residential Address (No. Street) <input type="text"/></p> <p>(Suburb) <input type="text"/> State/Territory of Residence <input type="text"/></p> <p>Postcode <input type="text"/> Admission Age <input type="text"/></p>	
<p>D.O.B. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p>Sex <input type="text"/></p> <p>Indigenous Status: 1. Aboriginal not TSI 2. TSI not Abn 3. Abn and TSI 4. Other <input type="text"/></p> <p>Marital Status: 1. Never Married 2. Widow 3. Divorced 4. Separated 5. Married Deceased 6. Unknown Not Stated <input type="text"/></p> <p>Employment Status: 1. Child not at School 2. Student 3. Employed 4. Unemployed 5. Home Duties 6. Retired 7. Pensioner 8. Other <input type="text"/></p> <p>Interpreter Service 1. Yes 2. No <input type="text"/></p> <p>Language <input type="text"/></p> <p>Country/State of Birth <input type="text"/></p> <p>Admitted From (Establishment) <input type="text"/></p> <p>Source of Referral/Location: 1. Home 2. Residential Aged Care Service 3. Other Health Care Accommodation 4. Acute Hospital 5. Psychiatric Hospital 6. Prison 7. Other <input type="text"/></p> <p>Source of Referral/Professional: 1. Gen Practitioner 2. Specialist Clinician 3. Outpatient Dept Clinician 4. Emergency Dept Clinician 5. Hospital Clinician (Residence) 6. Community Health Clinician 7. Structured Admission Type Change 8. Other <input type="text"/></p> <p>Source of Referral/Transport: 1. Private Public Transport 2. Hospital - Patient Transport 3. Ambulance - Emergency 4. Royal Flying Doctor Service 5. Helicopter 6. Other <input type="text"/></p> <p>Intended Length of Stay: 1. Intended Same-Day Stay 2. Intended Overnight Stay <input type="text"/></p> <p>Accommodation Occupied: 1. Single Room 2. Shared Room <input type="text"/></p>		<p>Ward / Location <input type="text"/></p> <p>Specialty of Clinician On Admission <input type="text"/></p> <p>Clinician on Admission (MBRN) <input type="text"/></p> <p>Admission Status: 3. Elective - Waitlist 4. Elective - Not Waitlist 5. Emergency <input type="text"/></p> <p>Readmission Status: 1. Planned 2. Unplanned <input type="text"/></p> <p>Unplanned Return to Theatre 1. Yes 2. No <input type="text"/></p> <p>Infant Weight - Neonate (Grams) <input type="text"/></p> <p>Funding Source for Hospital Patient: 21. Australian Health Care Agreement 22. Private Health Insurance 23. Self-Funded 24. Worker's Compensation 25. Motor Vehicle Third Party Personal Claim 26. Other Compensation 27. DVA 28. Department of Defence 29. Correctional Facility 30. Reciprocal Health Care Agreement 31. Ineligible 32. Other 33. Ambulatory Surgery Unit <input type="text"/></p> <p>Insurance Status (Health) 1. Yes 2. No <input type="text"/></p> <p>Veterans Card Colour: 1. Gold 2. White <input type="text"/></p> <p>DVA Card (File) Number <input type="text"/></p> <p>DVA Authorization Number <input type="text"/></p> <p>DVA Date of Authorization <input type="text"/></p> <p>Care Type: 21. Acute Care 22. Rehabilitation Care (Sub-Acute) 23. Palliative Care (Sub-Acute) 24. Psychogeriatric Care (Acute) 25. Maintenance Care (Non-Acute) 26. Newborn 27. Organ Procurement 28. Bedside 29. Geriatric Evaluation and Management 30. Aged Care 31. Flexible Care (GPS sites only) <input type="text"/></p>	
<p>Client Status: 6. Funding Hospital 1. Qualified Newborn 2. Unqualified Newborn 3. Boarder 4. Nursing Home Type 5. Connected Service 6. Admitted Client 7. Organ Procurement 8. Resident <input type="text"/></p> <p>Contracting / Funding Establishment <input type="text"/></p> <p>Total Leave Days: <input type="text"/></p> <p>Number of Leave Period: <input type="text"/></p> <p>Days of Psychiatric Care <input type="text"/></p> <p>Mental Health Legal Status: 1. Involuntary 2. Voluntary <input type="text"/></p> <p>Days of Qualified Newborn Care <input type="text"/></p> <p>Days in ICU - Whole Days: <input type="text"/></p> <p>Hours CVS - Whole Hours: <input type="text"/></p> <p>Days of Hospital in the Home Care <input type="text"/></p> <p>Discharged To (Establishment) <input type="text"/></p> <p>Mode of Separation: 1. Transfer to Acute Hospital 2. Transfer to Residential Aged Care Service 3. Transfer to Psychiatric Hospital 4. Transfer to Other Health Care Accommodation 5. Structured Type Change 6. Left Against Medical Advice 7. Discharge from Leave 8. Deceased 9. Other Home <input type="text"/></p> <p>Specialty of Clinician On Separation <input type="text"/></p> <p>Clinician on Separation (MBRN) <input type="text"/></p>			
<p>CLINICAL DETAILS (Using Australian Coding Standards)</p> <p>Principal Diagnosis <input type="text"/></p> <p>Co-Diagnosis (Asterisk Code Also) <input type="text"/></p> <p>Additional Diagnoses And related codes - Including Morphology, External Cause, Place of Occurrence and Accuracy Codes: <input type="text"/></p> <p>ICD-10-AM Code <input type="text"/></p> <p>ICD-10-AM Code <input type="text"/></p> <p>ACHS Code <input type="text"/></p> <p>Principal Procedure <input type="text"/></p> <p>Additional Procedure(s) <input type="text"/></p> <p>Doctor's Name <input type="text"/></p> <p>Code ID <input type="text"/></p>			

EXECUTED by the Parties as an Agreement.

SIGNED by)
Dr David Russell-Weisz)
A/DIRECTOR GENERAL FOR)
DEPARTMENT OF HEALTH OF)
WESTERN AUSTRALIA in the presence)
of:)

.....
Signature

.....
Signature of Witness

.....
Name of Witness

SIGNED by)
Jeffrey Moffet)
for and on behalf of the NORTHERN)
TERRITORY OF AUSTRALIA care of its)
agency the Department of Health)
pursuant to a delegation under the)
Contracts Act)
on the5.....day ofAugust.....)
2011 in the presence of:)

.....
Signature

.....
Signature of Witness

.....
Name of Witness