

# 2023/2024 Customer Service Charter

between

NSW Health Pathology

and

[insert] Local Health District

## 1. Background

- A. NSW Health Pathology (**NSWHP**) is a division of the Health Administration Corporation established pursuant to the *Health Administration Act 1982* (NSW) as the preferred provider and commissioner of specialist, clinically-integrated and competitive pathology, forensics and analytical science services for the NSW Health system.
- B. [insert] Local Health District (**the LHD**) is a local health district constituted under the *Health Services Act 1997* (NSW) to facilitate the conduct of public hospitals and health institutions and the provision of health services for residents of the areas of the State in respect of which it is constituted.
- C. This Customer Service Charter (**Charter**) details how the parties will work together, and the services and support they will provide to each other, to ensure the provision of pathology, forensic and analytical science services that are consistent with the priorities of the NSW Government and NSW Health.

## 2. Term

Unless the parties agree otherwise in writing, this Charter operates for the period 1 July 2023 to 30 June 2024 (**Term**).

## 3. Collaboration

### 3.1 Principles of collaboration

NSWHP and the LHD commit to working together in a spirit of collaboration for the purposes set out in this Charter, in accordance with the following key principles:

- (a) patients will remain at the centre of the parties' focus;
- (b) NSWHP, as steward of pathology, forensic and analytical science services for the NSW Health system, has a responsibility to ensure the broader health system has access to high quality, patient-centred and value for money services;
- (c) NSWHP will collaborate with the LHD to determine the outcomes that matter most to patients, their families, carers and clinicians and other customers, and design, implement and manage a system or service model to deliver those outcomes in the most efficient, effective and sustainable way;
- (d) the services and support covered by this Charter will be provided in a manner that is consistent with:
  - (i) the CORE values (i.e. Collaboration, Openness, Respect and Empowerment) of NSW Health and the RITE values (i.e. Respect, Integrity, Teamwork and Excellence) of NSWHP; and
  - (ii) each party's strategic objectives, priorities and direction;
- (e) the services and support will be provided using a risk management approach to identify, mitigate, manage and monitor potential risks to effective service delivery;

- (f) adopting common standards, systems and business processes will assist in improving NSWHP's operational efficiency, however, this should not preclude recognising and catering for unique customer needs.
- (g) NSWHP will work with the LHD on critical results provision and delivery, and where relevant and appropriate, assistance and co-operation with investigation and resolution of clinical incidents.

### 3.2 Priority projects

Without derogating from the general support and services the parties will provide to each other as part of this Charter, the parties agree to work together during the Term to progress the following priority projects:

- a) [insert]  
In addition, NSWHP can provide benchmarking data to the LHD on request to allow LHD review of pathology test ordering patterns by location and specialty to allow LHDs to identify unwarranted variation in practice.

## 4. NSWHP responsibilities

### 4.1 Services

NSWHP will provide the services to the LHD described in Schedule 1 (**NSWHP Services**), in accordance with:

- (a) the requirements of any accreditation program applicable under the *Health Insurance Act 1973* (Cth);
- (b) the requirements of the National Association of Testing Authority (NATA) and Royal College of Pathologists of Australasia;
- (c) standards and guidelines for pathology laboratories issued by The National Pathology Accreditation Advisory Council (NPAAC); and
- (d) applicable laws, rules and regulations (including without limitation those relating to privacy and work health and safety).

### 4.2 Service levels

- (a) In providing the NSWHP Services, NSWHP will comply with the Service Levels (if any) specified in Schedule 1 (**Service Levels**).
- (b) Where NSWHP does not meet a specified Service Level, it must:
  - (i) as soon as reasonably practicable after becoming aware of the failure, investigate the cause(s) and promptly provide the LHD with a written report identifying the cause(s) and planned corrective actions;
  - (ii) use all reasonable efforts to rectify the failure and begin meeting the applicable Service Level again as soon as practicable; and

- (iii) advise the LHD upon request of the status of any corrective actions taken in response to the failure.
- (c) If the LHD is not satisfied with the corrective action taken by NSWHP in accordance with paragraph (b), the dispute resolution procedures outlined in Section 10.4 will apply.

### 4.3 Service level monitoring and reporting

- (a) Compliance with the Service Levels will be monitored by the Customer Reference Group established pursuant to Section 10.3.
- (b) NSWHP will prepare and submit to the Customer Reference Group regular reports on NSWHP's compliance with the Service Levels.

### 4.4 Service level improvements

- (a) NSWHP will endeavour where possible to continually improve the Service Levels (including through advances or efficiencies in technology and/or procedures).
- (b) Either party may propose a review of the Service Levels at any time during the Term, taking into account compliance with the Service Levels to date and any scope for improvement of the Service Levels.

### 4.5 Reporting

NSWHP will:

- (a) provide the LHD with monthly reports on diagnostic pathology services provided pursuant to this Charter, in a form that will enable the LHD to monitor changes in the volume of services provided month-to-month; and
- (b) provide such other information and data as may be reasonably requested by the LHD from time-to-time in relation to the nature and volume of diagnostic pathology services provided pursuant to this Charter.

### 4.6 Additional NSWHP responsibilities

NSWHP will be responsible for:

- (a) managing all aspects of the day-to-day operation and provision of the NSWHP Services;
- (b) providing clinical, scientific and technical support for all NSWHP laboratories;
- (c) ensuring that its staff maintain technical proficiency in all aspects of diagnostic pathology service administration and operation, as well as current knowledge and understanding of industry best-practice service levels.

## 5. LHD responsibilities

### 5.1 LHD support

The LHD will provide the support to NSWHP detailed in Schedule 2 (**LHD Support**), in accordance with all applicable laws, rules and regulations (including without limitation those relating to privacy and work health and safety) and as otherwise necessary to enable NSWHP to provide the NSWHP Services in accordance with this Charter.

## 5.2 Additional LHD responsibilities

The LHD will be responsible for:

- (a) processing Service payments within the required timeframes;
- (b) providing all reasonable assistance and information requested by NSWHP to enable NSWHP to provide the NSWHP Services in accordance with this Charter;
- (c) ensuring all requests for pathology services are made in accordance with Section 5.3;
- (d) ensuring, in relation to the LHD's strategic planning and decision-making processes, that the NSWHP Services are considered as an integral part of the LHD's operations;
- (e) ensuring that NSWHP is given advance notice of, and an opportunity to make representations regarding, any LHD service and/or capital planning developments that might impact on NSWHP's operations;
- (f) ensuring that NSWHP is represented in Hospital Clinical Councils; and
- (g) monitoring NSWHP staff use of the LHD electronic medical record (eMR), including carrying out audits of eMR access of NSWHP staff as reasonably required by NSWHP and notifying NSWHP of any inappropriate access as soon as possible after becoming aware of same.

## 5.3 Request forms

- (a) The LHD must ensure that requests for pathology services under this Charter are made by the treating practitioner in accordance with the requirements of the *Health Insurance Act 1973* (Cth), *Health Insurance Regulations 2018* (Cth) and the Medical Benefits Schedule, and as otherwise required to enable NSWHP to invoice Medicare and private health insurers (as applicable) in respect of pathology services provided to private inpatients and privately referred non-inpatients.
- (b) In addition, requests by the LHD for pathology services under this Charter must, at a minimum:
  - (i) specify the date on which the service was determined to be necessary;
  - (ii) be in writing (or oral, provided that the request is confirmed in writing within 14 days from the day when the oral request was made);
  - (iii) contain sufficient information to clearly identify the patient, including two identifiers (e.g. full name plus DOB, or full name plus MRN), and the patient's location;
  - (iv) provide details of the hospital status of the patient (including whether the patient has elected to be treated as a private patient);

- (v) contain sufficient information to clearly identify the requesting practitioner (including surname, initials and practice address or provider number); and
  - (vi) contain a clear description of the services requested.
- (c) In respect of private inpatients and privately referred non-inpatients, the LHD is responsible for ensuring and confirming with NSWHP that the relevant patient has elected to be treated as a private patient and (in respect of privately-referred non-inpatients) that a valid referral exists.
- (d) Where pathology requests by the LHD do not comply with the requirements set out in this Section 5.3, NSWHP will charge the LHD for the applicable pathology services at the rate applicable to public inpatients, irrespective of whether the patient is a private inpatient or privately referred non-inpatient.

#### 5.4 Medicare audits

- (a) NSWHP may at any time undertake its own audit or review of Medicare benefits claimed or paid for pathology services provided to patients of the LHD.
- (b) In the event that NSWHP undertakes an audit or review under Section 5.4(a), or is the subject of a compliance audit or review by the Commonwealth Department of Health, the LHD must provide all information and assistance reasonably requested by NSWHP in relation to such audit or review.
- (c) Where, as a result of an audit or review undertaken by NSWHP or the Commonwealth Department of Health, NSWHP is required to repay a benefit or pay a penalty in respect of a non-compliant claim caused by incorrect or incomplete information provided by the LHD, the LHD will reimburse NSWHP the amount of such repayment or penalty.
- (d) The LHD is only required to reimburse NSWHP to the extent the incorrect or incomplete information provided by the LHD caused the benefit to be repaid or the penalty to be paid.
- (e) Where NSWHP determines that the LHD is required to reimburse NSWHP an amount in accordance with clause 5.4(c), NSWHP will:
  - (i) Provide to the LHD all relevant documents, data, files, etc. (the audit information) relating to the audit or review to enable the LHD to validate the findings of the audit or review.
  - (ii) Review and take into reasonable consideration any feedback or additional information provided by the LHD after it has had at least two weeks to assess the audit information.

#### 5.5 Patient consent

The LHD must ensure that each patient who is the subject of a request for pathology services under this Charter has a clear understanding of the potential risks and benefits of the services, and provides informed consent (including financial consent where applicable) to those services.

## 6. Payments

## 6.1 Charges and payment

- (a) The LHD will be invoiced monthly for the NSWHP Services (based on service volumes and usage in the relevant invoice period) in accordance with the Pricing Booklet at Schedule 3 of this Charter.
- (b) The LHD will pay invoices in accordance with standard NSW Ministry of Health payment terms.
- (c) If the LHD disputes an invoice it will:
  - (iii) notify NSWHP no later than five days after the invoice date of the disputed amount and reasons why it is disputed; and
  - (iv) pay the portion of the invoice not in dispute.
- (d) NSWHP will review the disputed amount and notify the LHD of the outcome of the review within 14 days. Unresolved disputes between the parties in relation to an invoice will be handled in accordance with the dispute resolution process in Section 10.4.

## 6.2 Goods and Services Tax

- (a) In this Section, words and expressions which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as in that Act.
- (b) All amounts payable under this Charter are exclusive of GST. If GST is payable by a supplier on any supply made under this Charter, the recipient, upon receiving a tax invoice from the supplier, will pay to the supplier an amount equal to the GST payable on the supply. This amount will be paid in addition to, and at the same time as, the consideration for the supply.

## 7. Clinical incidents and Complaints

- (a) Each party must notify the other as soon as practicable after becoming aware of a clinical incident or complaint involving, or that might involve, the other party, and provide details of the incident or complaint and any preliminary findings.
- (b) The parties will work together in good faith through all stages of the management of the clinical incident or complaint, recognising that both parties may need to be involved when there are issues relevant to both parties.
- (c) Without limiting paragraph (b), the party with agreed primary responsibility for managing the incident or complaint will ensure that the other party is kept informed in a timely way of, and given a reasonable opportunity to participate in, all relevant steps in the incident or complaint management process, including membership of serious incident investigation (SIIR) (including root cause analysis (**RCA**)) teams and participation in open disclosure.
- (d) For clinical incidents or complaints involving both parties that are subject to a SIIR or a Severity Assessment Code (SAC) or Clinical Harm Score of 1 or 2, in accordance with the NSW Health Policy Directive 2020\_020 'Incident Management Policy':

- (i) the Director of Clinical Governance for each party will be the key point of contact between the Parties and have responsibility for overseeing the management of the incident;
  - (ii) RCA reports and any recommendations from the investigations are subject to approval by the Chief Executive of each party.
- (e) For complaints involving both parties that are referred to the Health Care Complaints Commission, the key point of contact between the parties will be:
- (i) For NSWHP - the Director of Clinical Governance via NSWPATH-imsplus@health.nsw.gov.au; and
  - (ii) For the LHD – Executive accountable for HCCC complaint management.

## 8. Credentialling

- (a) The parties acknowledge their respective rights and obligations under the Memorandum of Understanding between them in relation to the credentialling and clinical privileges for pathology services in NSW Health, including the circumstances in which each party will rely on the credentialling process of the other in respect of variations of existing clinical privileges or new appointments made after the date the Memorandum of Understanding commenced.
- (b) The parties agree to work together to ensure the smooth implementation and ongoing support of the Memorandum of Understanding referred to in paragraph (a).

## 9. Variations

Either party may propose variations to this Charter (including without limitation in relation to the NSWHP Services, LHD Support or Pricing Booklet). Any proposed variations will not take effect until they are mutually agreed by the parties in writing.

## 10. Relationship management

### 10.1 NSWHP Manager

NSWHP's Manager for the purposes of this Charter is [insert]. The NSWHP Manager will have the following roles and responsibilities:

- (a) liaising with the LHD Manager for the purposes of this Charter;
- (b) facilitating the negotiation of any changes to the Service Levels;
- (c) seeking performance feedback from the LHD and monitoring customer satisfaction levels;
- (d) regularly analysing, reviewing and reporting on NSWHP's performance against the agreed Service Levels; and
- (e) initiating any action required to meet and maintain the Service Levels.

### 10.2 LHD Manager



The LHD's Manager for the purposes of this Agreement is [insert]. The LHD Manager will have the following roles and responsibilities:

- (a) liaising with the NSWHP Manager for the purposes of this Charter;
- (b) working with NSWHP and other LHD stakeholders to identify and implement opportunities to reduce costs and improve services and health outcomes;
- (c) communicating any Service performance issues raised by LHD staff to NSWHP and providing appropriate agreed responses after consultation with NSWHP;
- (d) regularly analysing, reviewing and reporting on NSWHP's performance against the agreed Service Levels; and
- (e) ensuring continuity and clarity of the LHD Support provided to NSWHP in accordance with this Charter.

### 10.3 Customer Reference Group

- (a) As soon as reasonably practicable after the commencement of the Term, the parties will convene a Customer Reference Group made up of the following representatives:
  - LHD Attendees
    - [insert]
  - NSWHP
    - [insert]
- (b) The Customer Reference Group will be responsible for:
  - (i) monitoring the provision of the NSWHP Services and LHD Support in accordance with this Charter;
  - (ii) acting as a forum for the parties to discuss their respective service planning and delivery and operational requirements (and any proposed changes thereto); and
  - (iii) seeking to resolve disputes in accordance with Section 10.4(c).
- (c) The Customer Reference Group will meet in person or via teleconference, at such frequency as is necessary to enable it to perform its responsibilities under this Charter.
- (d) Unless the parties agree otherwise in writing, decisions of the Customer Reference Group will be by consensus.

### 10.4 Dispute resolution

- (a) In the event of a dispute arising between the parties in relation to this Charter (except for a dispute referred to in paragraph (e)), the parties will first attempt to resolve the dispute by good faith, informal discussions between the relevant internal stakeholders, failing which the dispute will be resolved in accordance with the procedure set out in paragraphs (b) to (d).
- (b) If the parties are unable to resolve a dispute in accordance with paragraph (a), the dispute will be escalated to the NSWHP Manager and LHD Manager identified in Sections 10.1 and 10.2 (respectively). The Managers will meet within seven days of being notified of the dispute and endeavour in good faith to resolve the dispute.

- (c) Where a dispute is unable to be resolved by the Managers in accordance with paragraph (b), the dispute will be referred to the Customer Reference Group for resolution.
- (d) Where a dispute is unable to be resolved by the Customer Reference Group in accordance with paragraph (c), the dispute will be referred to the respective Chief Executive of each party for resolution.
- (e) Disputes relating to compliance with NSW Government or NSW Ministry of Health policy will be referred for resolution to the NSW Ministry of Health.
- (f) Each party will, to the extent reasonably practicable, continue to honour its commitments under this Charter (except for any commitments which are the subject of the dispute) while a dispute remains unresolved.

## Schedule 1 – NSWHP Services

### A. Description of NSWHP Services and Service Levels

Services	Description of Services	Service Levels (e.g. Operational reliability, response times, quality, KPIs, performance review. Insert 'N/A' if not applicable)
<p><b>Diagnostic Services</b></p>	<p><b>Service overview:</b></p> <ul style="list-style-type: none"> <li>NSWHP will provide specialist pathology services to the LHD</li> <li>NSWHP will continue to provide the equipment, clinical, technical, nursing and clerical staff required to provide the existing level of pathology services.</li> <li>Available services are contained in the NSW Health Pathology <a href="https://catalogue.pathology.health.nsw.gov.au/home">Statewide Test Catalogue</a> (at <a href="https://catalogue.pathology.health.nsw.gov.au/home">https://catalogue.pathology.health.nsw.gov.au/home</a>) along with key contacts in relation to testing.</li> <li>Category B laboratories perform services on-site which are time critical for the host hospital. More specialised testing is transferred to Category GY and GX laboratories where appropriate. Tertiary-level GX laboratories provide a comprehensive range of services and expertise.</li> </ul> <p><b>Urgent requests:</b></p> <ul style="list-style-type: none"> <li>Requirements for requesting urgent tests are described in the test directory (Pathology Collection/Test Handbook) available to the</li> </ul>	<ul style="list-style-type: none"> <li><b>Routine tests</b> are those where results are not required urgently/critically</li> <li><b>Urgent tests</b> are those where results are required sooner than routine as indicated by a clinician</li> </ul> <p><b>Target turn-around times (TATs)</b> for result availability of routine and urgent pathology tests and expected percentage compliance with TATs are detailed in the Statewide Test Catalogue.</p>



	<p>LHD. These may include the use of coloured specimen bags or the need to phone requests through to the relevant NSWHP laboratory. Where appropriate, work from specific wards is always deemed urgent, e.g. ICU, ED.</p> <ul style="list-style-type: none"> <li>Results of urgent tests will be reported by NSWHP in accordance with the process detailed below in this table in relation to High risk results:</li> </ul>	
<p><b>Pre-Analytical Services</b></p>	<p><b>Collection Services:</b></p> <ul style="list-style-type: none"> <li>An online Test Catalogue is available at <a href="https://catalogue.pathology.health.nsw.gov.au/home">https://catalogue.pathology.health.nsw.gov.au/home</a> to assist with pathology collection protocol. Hard copy collection information will be made available for patients.</li> <li>The table at Section C of this Schedule details the outpatient, inpatient and home collection services (including operating hours) that NSWHP will provide.</li> </ul> <p>Any changes to collection requirements (such as additional locations, hours or expanded services) are subject to agreement by both parties, and will include a review of pricing by NSWHP.</p> <p><b>Provision of Collection Material:</b></p> <p>NSWHP will provide collection equipment where indicated in Schedule 2. NSWHP will provide all staff necessary to undertake the collection services to be undertaken by NSWHP (as specified in the table at Section C). All NSWHP staff will abide by relevant LHD Clinical guidelines (e.g. hand hygiene, patient-centered care, and patient identification processes).</p>	

	<p><b>Test/Collection Information:</b></p> <p>NSWHP will provide appropriate information on types of tests and collection requirements, via web-based channels or documented procedures.</p>	
<p><b>Post-Analytical Results</b></p>	<p><b>Processes for reporting routine results:</b></p> <p>Results will be made available electronically once authorized within the system (OMNI-Lab). Results will for LHD patients will be sent to the eMR/Cerner Millennium Powerchart System.</p> <p><b>High risk results:</b></p> <ul style="list-style-type: none"> <li>NSWHP will tailor its operating practices to cater for high risk result reporting, in accordance with the NSWHP High Risk (Critical) Laboratory Results Policy NSWHP_PD_010 and the NSWHP High Risk Results Alerts List, both of which are available for download at: <a href="https://www.pathology.health.nsw.gov.au/about-us/our-policies">https://www.pathology.health.nsw.gov.au/about-us/our-policies</a>).</li> </ul>	<p>Some pathology tests are always deemed <b>critical or high risk</b>, e.g. frozen section. Other results may be deemed critical due to circumstances.</p> <p><b>Critical or high risk results</b> are always personally communicated immediately once available. NSWHP will work with the LHD to agree on a process for the reporting of critical or high risk results, including:</p> <ul style="list-style-type: none"> <li>acceptable mode(s) for the transmission of results;</li> <li>clinical staff who are authorised to receive results and an escalation procedure for when the nominated recipient cannot be reached in a clinically appropriate timeframe; and</li> <li>acceptable mode(s) for acknowledgement of the receipt of results by clinicians.</li> </ul> <p>Failures of the high risk results notification process will be recorded and form part of the performance indicator reports to the LHD.</p>
<p><b>Transportation of Samples</b></p>	<p>Pathology specimens are transported between hospital sites within the LHD by a combination of NSWHP couriers and LHD couriers. Within the hospital sites, a combination of foot couriers and pneumatic tube systems are employed for specimen transport.</p>	

	<p>For sites that do not have a pneumatic tube, NSWHP will be responsible for the transport of samples:</p> <ul style="list-style-type: none"> <li>• collected by NSWHP staff; and</li> <li>• collected by LHD staff where the collection point is immediately adjacent to the NSWHP laboratory,</li> </ul> <p>to the NSWHP laboratory for testing. The LHD will be responsible for transporting all other samples collected by LHD staff to the laboratory. Specimens will be transported in accordance with NSW Health PD2023_001 Transport of Pathology Specimens to Laboratories (available for download at <a href="https://www1.health.nsw.gov.au/pds/Pages/doc.aspx?dn=PD2023_001">https://www1.health.nsw.gov.au/pds/Pages/doc.aspx?dn=PD2023_001</a>)</p>	
<p><b>Point of Care testing (POCT)</b></p>	<p><b>1. Supported Devices and Tests</b></p> <ol style="list-style-type: none"> <li>NSW Health PD2018_028 Managed Point of Care Testing (PoCT) Service applies to POCT services provided by NSWHP.</li> <li>An up-to-date catalogue of PoCT devices (and associated tests) that are supported by NSWHP Managed PoCT Service is available on request.</li> <li>The LHD may also request a list of managed devices.</li> <li>Applications by the LHD to introduce new devices or tests or make changes to the list of existing devices or tests are subject to LHD internal approvals and must also be submitted to NSWHP for agreement in accordance with PD2018_028 and NSW Health Pathology PoCT Application Process</li> <li>New devices or tests or changes to the list of existing devices or tests will be implemented only upon formal approval of the Application Form by NSWHP and an LHD Executive, and subject always to adequate numbers of Operators having been trained</li> </ol>	

	<p>and assessed as competent in the use of the new devices/tests by NSWHP, in accordance with PD2018_028 and d) above.</p> <p>f) PoCT devices supplied by NSWHP will remain the property of NSWHP.</p> <p><b>2. Use of Devices by LHD Staff</b></p> <p>a) The LHD must ensure that use of the devices by its staff is compliant with NSWHP-PoCT_INFO_0112 and NSWHP-POCT_INFO_0113, including performance of quality checks in accordance with the schedule and requirements specified by NSWHP.</p> <p>b) NSWHP will coordinate training for operators, including the training of local super users. The LHD must ensure all operators of PoCT equipment are appropriately trained and participate in retraining activities where required.</p> <p>c) NSWHP may revoke access of Operators who do not comply with training requirements and the LHD will support NSWHP to do so.</p> <p>d) The LHD will ensure NSWHP is notified immediately of any incident, issue or concern regarding the performance, accuracy or reliability of the devices.</p> <p>e) NSW Health Pathology reserves the right to suspend use of a device if it fails to meet National Pathology Accreditation requirements for operations but will only do so after extensive investigation, interventions and discussions with the site and it's operators</p> <p>f) The LHD acknowledges that responsibility for clinical interpretation and application of results generated through use of a supported device is the responsibility of the treating</p>	
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	<p>clinician. The LHD must have appropriate clinical governance measures in place to ensure use of PoCT devices and associated results are ordered and reviewed by appropriately skilled staff and escalation procedures are in place for critical or unexpected results.</p> <p><b>3. Withdrawing Service</b></p> <p>Requests to withdraw or cease a Managed PoCT Service (or a particular device or test) may be initiated by either party. A service shall not be removed unless agreed in writing, having outlined the reasons, by both parties by authorised representatives (this may be the Director of the relevant department, Hospital General Manager or LHD representative on the part of the LHD and PoCT Director on the part of NSWHP).</p>	
<p><b>Clinical Governance and Pathology Services</b></p>	<p>NSWHP will:</p> <ul style="list-style-type: none"> <li>Establish and maintain a close professional working relationships with clinical and non-clinical staff and LHD management, and provide reasonable assistance as required;</li> <li>Work collaboratively with the LHD for the purposes of achieving the public health objectives as mandated by the <i>Health Services Act 1997</i>; and</li> <li>Assist the LHD where possible with its compliance with the Australian Commission on Safety and Quality in Healthcare (ACSQHC) National Safety &amp; Quality Health Service (NSQHS) Standards.</li> </ul>	
<p><b>Participation in hospital activities</b></p>	<p>NSWHP will participate in the clinical, educational and professional review activities of the LHD including:</p> <ul style="list-style-type: none"> <li>Attend as a member of the Medical Staff Council (including any</li> </ul>	



	<p>divisional meetings of the Medical Staff Council) and Clinical Council;</p> <ul style="list-style-type: none"> <li>• Attend Clinical Speciality Craft meetings (: e.g. Multi-disciplinary team (MDT) meetings) as agreed in Schedule 4;</li> <li>• As requested, attend Grand Rounds;</li> <li>• As requested, attend and participate in meetings of relevant hospital committees (including quality assurance, clinical governance, infection control, Blood Transfusion, workplace health and safety, radiological safety and clinical services committees);</li> <li>• provide advice on policies, procedures and guidelines in relation to antibiotic stewardship;</li> <li>• As requested, attend department and department head meetings;</li> <li>• Ensure that NSWHP's designated participant in all meetings is suitably qualified and experienced to assist in achieving the objectives of the meeting.</li> </ul>	
<p><b>Educational and consultative process</b></p>	<p>NSWHP will:</p> <ul style="list-style-type: none"> <li>• Provide pathology orientation, education and training for all LHD staff and Junior Medical Officers seconded roster intakes;</li> <li>• Meet all reasonable requests to participate in additional education and training of LHD staff focused on raising the level of skill and knowledge of LHD staff in general or improving patient care or relations between LHD staff and NSWHP staff.</li> <li>• Provide a commitment and level of regular education sessions for LHD staff.</li> </ul>	
<p><b>Mortuary and forensic services</b></p>	<p>Coronial post-mortem examinations and related testing are carried out by NSWHP Forensic Medicine at the request and direction of the Coroner in the event of an unexplained or unexpected death. These are conducted at dedicated facilities in Newcastle, Sydney and Wollongong.</p>	

	<p>Non-coronial post-mortem examinations may be undertaken by NSWHP local Anatomical Pathologists where available and appropriate, at the request of the LHD's local Director Medical Services in accordance with the Non-Coronial Post Mortems Policy PD2013_051 and the Designated Officer Policy PD2023_012.</p> <p>NSWHP may, where possible but at its sole discretion, provide facilities for the temporary storage of deceased (including bariatric deceased) at its premises at the Forensic Medicine and Coroners Court Complex at Lidcombe (FMCC), upon request by the LHD where the LHD storage capacity is exceeded. NSWHP will invoice the LHD, and the LHD is liable to pay to NSWHP, the costs of NSWHP providing such service. <b>[delete if not applicable]</b></p> <p>Non-coronial perinatal post-mortem services are provided by NSWHP in partnership with the Sydney Children's Hospital Network (SCHN), at one of three service hubs based on geography (Prince of Wales Hospital, Children's Hospital Westmead and John Hunter Hospital). Referrals to the NSW Perinatal Post-mortem Service should be made in accordance with the Post-mortem Referral Guide, available for download at <a href="http://www.pathology.health.nsw.gov.au/clinical-services/perinatal-post-mortem-service">http://www.pathology.health.nsw.gov.au/clinical-services/perinatal-post-mortem-service</a>).</p> <p>NSWHP delivers Mortuary services to the LHD at the following sites: <b>[insert or delete paragraph, if not applicable]</b>.</p>	
<p><b>Clinical trials and other research activities</b></p>	<p>NSWHP and the LHD will enter into a separate 'Research MOU' which incorporates template agreements for</p> <ol style="list-style-type: none"> <li>a. the provision by NSWHP of research services in support of LHD research projects. Such testing will be charged in accordance with NSWHP's Statewide Pricing Catalogue for Research Services, which NSWHP will provide to the LHD;</li> </ol>	

	<p>b. research collaboration activities between NSWHP and the LHD subject to approval under the NSW Health REGIS system or</p> <p>c. Material transfer arrangements for release of NSWHP materials, including tissue and data for research projects.</p>	
<p><b>IT capabilities</b></p>	<ul style="list-style-type: none"> <li>NSWHP with the support and assistance of the LHD and/or NSW Health will to the extent reasonably practicable integrate Pathology information technology and communication needs within the existing infrastructure of NSW Health and the LHD.</li> <li>In the event of LHD network failure or downtime, pathology results will be made available via the Laboratory Information System (LIS).</li> <li>Periods of planned LIS downtime (e.g. for maintenance or upgrades) will be scheduled in consultation with the LHD to minimise disruption of services. Downtime procedures will ensure that results are available manually from analysers and via reports delivered to critical care wards.</li> </ul>	<ul style="list-style-type: none"> <li>For LHD network failure or unavailability, pathology results are available via the Laboratory Information System (LIS).</li> <li>Periods of LIS downtime, e.g. for maintenance/upgrades, are scheduled, in consultation with the LHD to minimise disruption of services. Where this is extended, downtime procedures ensure that manual results are available from analysers and that manual reports are delivered to critical care wards</li> </ul>
<p><b>Genomics</b></p>	<p>NSWHP provides Genomics services (including Pathogen Genomics) from six sites: Royal North Shore Hospital (RNSH), John Hunter Hospital (JHH), Prince of Wales (POW), Royal Prince Alfred Hospital (RPAH), Concord Repatriation General Hospital (CRGH) and Westmead Hospital. These sites provide the screening and diagnostic capability for human and pathogen genomics and the related technologies. The aim of these services is to achieve the Statewide Genomics strategic outcomes, in partnership with the Sydney Children's Hospitals Network – The Children's Hospital at Westmead.</p>	

<b>Blood Products</b>	NSWHP will be responsible for storage and maintenance of the following blood products at [insert].	Policies & procedures are in place to cover possible interruption of supply of blood & blood products due to system failures such as transport, reagent, refrigeration, IT or automation failure
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### B. Turn-Around Times

[ DRAFTING NOTE: PLEASE INSERT LOCAL REQUIREMENTS EITHER IN THE TABLE BELOW OR DELETE TABLE]

Test	Target compliance (%)	Routine TAT*	Urgent TAT*
<b>Super Urgent:</b> Marked super urgent  Clinical staff must phone CSR to advise when a super urgent request should be expected to arrive at the laboratory. Contact phone or pager number must be indicated on the form]			
<b>Urgent:-</b> for tests marked urgent  Clinical staff must phone CSR to advise when a super urgent request should be expected to arrive at the laboratory. Contact phone or pager number must be indicated on the form			
<b>Routine:-</b> Marked Routine for Clinical Service			



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Note: Collection Centre sites and opening times may change from time to time to improve service delivery. Current opening times and sites are available at <https://pathology.health.nsw.gov.au/contact-us/contact-us/locations-services/find-a-collection-centre/>, or by contacting your local Operations Manager.

### 2. Inpatient Collection Services

Site [insert]	Ward Round Mon - Fri	Ward Round Times Mon - Fri	Ward Round Sat / Sun / Public Holiday	Ward Round Times Sat / Sun / Public Holiday

### 3. Home Collections

Site [insert]	Home Collection details

### 4. Pneumatic tube services

Site [insert]	PTS (Yes/No)	Comments

Note: At the sites where NSWHP maintains the Pneumatic tube system, the cost to repair any damage or downtime caused by misuse of the system by LHD staff (e.g. not putting specimens into transport canisters) will be the responsibility of the LHD.

### 5. Couriers

Site	Courier Service Details
[insert]	

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## Schedule 2 – LHD Support

### A. Description of LHD Support

- a) The LHD will supply all material required for the collection of pathology specimens by LHD staff, including tubes and swabs where indicated in the following table:

Collection Consumables supplied by LHD (Y/N)				
Collection Consumable	[site]	[site]	[site]	[site]
routine blood collection tubes				
needles (all types)				
vacutainer barrels				
syringes				
histo pots				
histo buckets				
formalin				
pap smear kits				
routine swabs				
FLOQ swabs (respiratory - adult and paed)				
Amies transport (blue topped) swabs				
viral (green topped swabs)				
herpes kits				
blood culture bottles				
urinary cast tubes				
yellow/brown/white topped jars				
24 hour urine bottles				
FOB tubes				
red/urgent biohazard bags				
plain biohazard bags				
paediatric kits, Hypoglycaemic kit, neurotransmitter tubes, salivary cortisol tubes, QFG tubes				
agar plates for Gono culture				
AFB Mgit Bottles				
BD Bio-Bag type C – CO2				
CO2 generator tubes				
special blood collection tubes (e.g. heavy metals)				



- b) The LHD will provide access to NSWHP to a specially-designated part of its premises at [insert hospitals] for the operation of NSWHP's testing laboratories. The parties may enter into a separate MOU in connection with the use of premises.
- c) The LHD will work with NSWHP to agree on a process for the reporting of critical (or 'high risk') results, including:
- (i) acceptable mode(s) for the transmission of critical results;
  - (ii) clinical staff who are authorised to receive critical results and an escalation procedure for when the nominated recipient cannot be reached in a clinically appropriate timeframe;
  - (iii) acceptable mode(s) for acknowledgement of the receipt of critical results by clinicians; and
  - (iv) ensuring that contact details for the appropriate recipient of critical or high risk results are available to the NSWHP laboratory staff
- d) The LHD will maintain all lifts, air conditioning and general amenity (including regular cleaning) of the laboratories;
- e) The LHD will ensure that any of its employees who collect pathology specimens have an appropriate level of training and supervision, and that an appropriate level of quality assurance and oversight is in place to avoid collection and transcription errors;
- f) The LHD will assist NSWHP in the supervision of remote blood fridges on the LHD's premises;
- g) The LHD will ensure that specimens are transported to NSWHP in accordance with the NSW Health 'Transport of Pathology Specimens to Laboratories' Policy Directive PD2023\_001.
- h) The LHD will ensure that NSWHP employees are provided with eMR and/or other system access where required
- i) For services provided by NSWHP in respect of the storage of deceased (refer to the 'Mortuary and forensic services' item in Part A of Schedule 1), the LHD must pay for all services and arrange the collection of the body by a funeral director as soon as reasonably practicable.
- j) For all POCT services, including supply or loan of POCT devices, the LHD will:
- i. return the devices (not including consumables) to NSWHP in good working order and condition, reasonable wear and tear excepted at completion of the placement period;
  - ii. reimburse NSWHP for the cost of replacing or repairing any devices lost, stolen or damaged while in the LHD's possession;
  - iii. ensure compliance with NSWHP POCT Standard Terms; and
  - iv. pay NSWHP for services.

The LHD will also provide the following Staff Health Support to NSWHP:

<b>Service:</b>	Staff Health Support - Vaccinations for Existing Staff and Management of Occupational Exposures
<b>Work Location and Entity:</b>	NSW Health Pathology

<b>Period of Service:</b>	Ongoing
<b>Staff Health Service</b>	
<b>Vaccinations – Existing Staff only</b>	
Boosters	Hepatitis A and B
	Diphtheria, Tetanus and Pertussis
Influenza	
<b>Immunity Testing Referrals</b>	
For existing staff only	Varicella
	Hepatitis A and B
<b>Occupational Exposure Management</b>	
	Initial Appointments include Risk Assessment
	Screening Referrals at specified intervals
	Administration of prophylaxis where required
	Follow up appointments
	After Hours support through the Emergency Department
In the event there is no physical Staff Health Department or Chest Clinic (in applicable areas), NSW Health Pathology attend the Emergency Department as per advice.	
<b>Note: NSW Health Pathology will not require Workers Compensation support.</b>	
<b>NSW Health Pathology will:</b>	
<ul style="list-style-type: none"> <li>• Provide the LHD's Local Staff Health Department with Referral Pads for their use for both NSWHP and LHD staff for immunity testing.</li> <li>• Obtain feedback on the process from the LHD's Local Staff Health Department</li> <li>• Provide access to LHD Staff Health Nurses to NSWHP staff on Vaxlink</li> <li>• Provide a contact name when additional or change of access is required for VaxLink</li> <li>• Follow up with its Staff regarding compliance with Boosters etc</li> <li>• Ensure its staff are aware of the services provided and how to appropriately access depending on the location and department requirements.</li> </ul>	
<b>The LHD will:</b>	
<ul style="list-style-type: none"> <li>• Provide NSWHP with a list of Staff Health Nurses and Doctors to ensure that access is set up correctly for VaxLink</li> <li>• Ensure that all vaccinations provided are updated on Vaxlink</li> </ul>	

- Advise the NSWHP contact of any changes to arrangements
- Ensure that the Staff Health Department or Chest Clinic are aware that NSWHP staff can access staff health services.
- Provide feedback on any urgent issues in a timely manner for investigation and follow up.

## B. Charges for LHD Support

NSWHP pays the following charges to the LHD in consideration for the LHD support:

**[insert charges to the extent not covered in Pricing Booklet]**

Services Covered	Amount
Rent	
Admin Services - Finance	
Telecom	
Human Resources	
IT Services	
Fuel Light & Power - Utilities	
Total	

## Schedule 3 – Pricing Booklet

[insert#]

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## Schedule 4 – Meetings

[insert details of agreed meetings including specialty, frequency and duration of meetings. Good clinical practice dictates that the person who attends the MDT is not the person who originally reported the case, creating a second check of every diagnosis presented at an MDT.]

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