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# Service Level Agreement

## Shared Clinical Services within the Randwick Health Precinct

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Prince of Wales Hospital (**PROVIDER**)

The Sydney Children's Hospitals Network (**CUSTOMER**)

July 2023 – June 2024

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## 1. Parties

Prince of Wales Hospital (POWH) a facility of South Eastern Sydney Local Health District ABN 70 442 041 439 Barker Street, Randwick NSW 2031 ('PROVIDER')

The Sydney Children's Hospitals Network (Randwick and Westmead) (incorporating the Royal Alexandra Hospital for Children) (SCHN) on behalf of its facility Sydney Children's Hospital, Randwick (SCH) ABN 53 188 579 090 of Hawkesbury Road and Hainsworth Street, Westmead NSW 2145 ('CUSTOMER')

Royal Hospital for Women (RHW) a facility of South Eastern Sydney Local Health District ABN 70 442 041 439 of Barker Street, Randwick NSW 2031 ('CUSTOMER').

## 2. Background

- a. The Provider operates and provides health services via the Prince of Wales Hospital (POWH), which is located adjacent to SCH and RHW at the Randwick Campus.
- b. The parties have a long history of working together when SCH and POWH functioned as one hospital and in recent years, RHW has been incorporated into some shared arrangements.
- c. Each party to the agreement understands the importance of the other parties' responsibilities in providing clinical services, selected corporate services and corporate branding.
- d. Each party acknowledges the efficiencies, cost savings and quality of service through shared corporate service responsibilities through economies of scale, concentration of skill sets and expertise and to reduce duplication of services.
- e. This Service Level Agreement sets out the common intent, operating principles and guidelines adopted by the parties to ensure the provision of Shared Corporate Services.

## 3. Principles

- a. The guiding values and principles governing the relationship between the Parties are:
  - i. **Collaboration** – the Parties will work together to meet the objectives of the Agreement;
  - ii. **Openness** – enables colleagues of each Party to share ideas, communicate clearly, actively listen, encourage others to contribute and speak up, and value the contribution of others, even when there are disagreements.
  - iii. **Respect** – each Party recognises and values the other Party's skills and expertise;
  - iv. **Empowerment** – each Party takes responsibility for and reflects on their performance and behaviour and learns from that experience;
  - v. **Accountability** – each Party must appropriately undertake its own responsibilities and recognise the accountabilities of the other Party;
  - vi. **Cooperation** – each Party must work in a cooperative and constructive manner recognising the other Party's viewpoints and respecting the other Party's differences;
  - vii. **Good Communication** – each Party must communicate with the other honestly and in good faith;
  - viii. **Innovation** – each Party must encourage new approaches and creative solutions to achieve positive outcomes;

- ix. **Sustainability** – The Parties acknowledge the need for the delivery of Health Services to be financially, socially and environmentally sustainable; and
- x. **Transparency** – each Party must provide clear reporting and evaluation methodologies in all communications, on all relevant matters pertaining to this Agreement, to all Parties.
- xi. **Patient centred care** – patients and families are first and foremost in the provision of health services. The Primary Organisation is responsible for the governance of the appointment and credentialing of the Health Practitioner.
- xii. **Patient safety** – ensuring Health Practitioners practice within the bounds of their education, training competence and within the capacity and capability of the service in which they are working.
- xiii. **Due care and diligence** – all parties act with due care and diligence. Credentialing and scope of clinical practice processes are underpinned by transparency and accountability.
- xiv. **Equity** – patients, carers and/or families are treated equally and without discrimination. All decisions are based on the professional competence and the requirements of the relevant service which is provided in a youth-friendly environment that is appealing to young people and promotes a sense of wellbeing and belonging. Services are provided in accordance with clinical needs and consideration is given to “right care, right place and right time”.

#### 4. Definitions

The following definitions have been included for ease of reading:

- a. **Contract Material** means all material brought into existence pursuant to this Agreement, or for the purpose of performing the Services under this Agreement, including but not limited to documents, equipment, information and data stored by any means including intellectual property rights therein.
- b. **Disability** is a term used for any or all of: an impairment of body structure or function, a limitation in activities, or a restriction in participation. Disability is a multidimensional concept, and is considered as an interaction between health conditions and personal and environmental factors.
- c. **Emergency Practice** is an emergency situation where there is an immediate threat to life or serious harm to a patient’s health or significant pain or distress may otherwise occur or continue to occur, if immediate intervention were not undertaken.
- d. **Facility** means any or all of the following: Sydney Children’s Hospital, Randwick.
- e. **Health Practitioner** means an individual who practices as an Allied Health, Nursing or Medical Health Professional, as defined in the Agreement between the parties for the credentialing of health practitioners dated [date to be inserted].
- f. **Intellectual Property** includes all industrial and intellectual property rights including but not limited to copyright, future copyright, patents, trade/business or company names, registered and unregistered trademarks, registered designs, trade secrets, know how, rights in relation to circuit layouts and all other rights of intellectual property as recognised by the law in force in New South Wales.
- g. **Non-primary Organisation** is the legal entity (party to the Agreement) from which the Health Practitioner has been invited by the Primary Organisation to consult or provide health services to patients of the Primary Organisation.

- h. **Primary Organisation** is the legal entity (party to the Agreement) under which the patient is admitted, or the medical record number under which they are being treated, or in the case of presentation to an Emergency Department, where patient admission has not yet occurred, the facility or hospital under the control of a party responsible for or who undertakes the triage assessment.
- i. **Outpatients** means that the Health Practitioner may hold an outpatient or privately referred non-inpatient clinic in the practitioners own name or to participate in a multidisciplinary clinic taking final responsibility for the care of patients attending. Outpatients' privileges will be restricted to the scope of clinical practice approved by the Health Practitioner's Primary Organisation, or as outlined in the Health Practitioner's position description.
- j. **Services** means the services described in the Schedules.
- k. **Transition Care** means the approach to supporting young people with chronic conditions as they move to adult healthcare, including joint paediatric/adult clinics, preparation for transition and integrated psychosocial support.

## 5. General

- a. Each Service included as a Schedule to this Agreement is under the overall management responsibility of each party's respective Authorising Delegates in accordance with the table below:

Health Practitioner Group	SCHN Authorising Delegate	POWH Authorising Delegate	RHW Authorising Delegate
Allied Health	SCHN Director Allied Health	Director Operations, Shared Clinical Services	Director of Allied Health
Nursing and Midwifery	SCHN Director of Nursing, Midwifery and Education	Director of Nursing	Director of Nursing
Medical and Dental	SCHN Director of Medical Services and Clinical Governance	Clinical Program Directors Medicine and Diagnostics	N/A
Other	Relevant Tier 2 Executive	Relevant Program Director	

- b. The specifications for each of the Services provided and performance indicators are attached to this Agreement in the Schedules.
- c. A Services Liaison Committee will meet every 2 months to review each service with management staff from the respective campus service departments and representatives of each party. The Liaison Committee will review issues relating to the provision of services within this agreement, including the specifications and performance of the services, and any changes that might be proposed.
- d. Any requests for specific work or activity that is usually undertaken by a party but is outside of the scope of this Agreement shall be referred by the requesting party's Authorised Representative to the other party, and any variations to this agreement shall be agreed to in writing by the parties.

- e. A party must not assign or sub-contract any part of the Services without prior consent of the other party. Consent given in accordance with this clause does not relieve that party from its obligations under this Agreement.
- f. Each party will as soon as practicable or as required by this agreement, make available to the other party all relevant instructions, information, documentation or data or any other material as required for the performance of the Services.

## **6. Term and Termination**

- a. This Agreement will commence on 1 July 2021 and expire on 30 June 2024, unless the parties agree otherwise in writing.
- b. Upon or at any time subsequent to the happening of the following, any party may terminate the Agreement by providing thirty (30) days' written notice:
  - i. Default by the Provider or Customer(s) in the performance or observance of any of the provisions of this Agreement;
  - ii. The Provider assigning all or any part of the Services without the prior consent of Customer(s);
  - iii. If the Provider commits an act that may jeopardize the goodwill of the Customer(s) or purposefully damage the reputation, premises or any other asset of the Customer(s);  
or
  - iv. If a party commit(s) an act that may jeopardize the goodwill of another party or purposefully damage the reputation, premises or any other asset of another party.
- c. This Agreement may be terminated by a party (Terminating Party) without cause by the Terminating Party giving the other party three months' notice in writing to the other parties.
- d. Where the contract is terminated by the Provider or Customer(s), the Provider shall invoice the Customer(s) for Services provided on pro rata basis up to the date of termination.
- e. Upon termination of the Agreement, each party will be liable for the return of all property they hold from the other party or parties.

## **7. Statutory Requirements**

- a. Without limiting the generality of any other provision of this Agreement the Parties must ensure that all work done in connection with the Services complies with all applicable legislation, regulations, codes of conduct and all relevant Australian standards applicable to the Services.
- b. Each party shall at all times be responsible for the employment, supervision and standard of work of any person carrying out work for that party under this Agreement.

## **8. Emergency Practice**

- a. In the event of Emergency Practice, a Health Practitioner may provide any treatment immediately necessary to save the life of a patient or prevent serious injury to a patient's health or to prevent the patient from suffering or continuing to suffer significant pain or distress, whether or not such treatment is within their approved clinical privileges. Whether to provide treatment outside of approved clinical privileges in an emergency should involve consideration of whether there are any better means of proceeding within the time available.
- b. It may not possible to obtain consent during Emergency Practice, however a Health Practitioner may provide treatment to a patient as described in clause 7.2 without consent

in accordance with section 174 of the Children and Young Persons (Care and Protection) Act 1998 (NSW) or section 37 of the Guardianship Act 1987 (NSW).

## **9. Consent for procedures and related matters**

- a. Consent for patients to undergo the procedures and for matters related to the procedures shall be in accordance with NSW Health Policy Directive PD2005\_406 Consent to Medical Treatment – Patient Information (as amended).
- b. The Primary Organisation shall be responsible for obtaining consent for procedures and related matters.
- c. Consent for Emergency Practice in in accordance with clause 10.

## **10. Publications**

- a. A party must not publish any articles, statements, use party logos or any other information arising from this Agreement without obtaining prior approval from the other party.

## **11. Service Delivery**

- a. The responsibilities and accountabilities in the provision of clinical service are described in the Schedules of this Agreement.
- b. The Provider will be responsible for delivering Services that:
  - i. are affordable, sustainable, contestable and deliver value for money;
  - ii. are supported by the right workforce and workforce models;
  - iii. utilise the right technology; and
  - iv. enhance the value of public hospitals for patients, families, carers, clinicians and NSW Health.
- c. The Customers rely on the Provider's expertise and ability to ensure the Services are performed to a satisfactory standard.
- d. A party will not be liable in any way for the acts or omissions of another party under this Agreement and subject to clause 15 a, the Provider shall be bear any costs associated with unsatisfactory work or negligence.
- e. This Agreement does not create a relationship of employment, joint venture or partnership between the Provider and the Customers.

## **12. Incidents and Complaints**

- a. Any party (Notifying Party) must as soon as practicable after becoming aware of an incident or complaint involving or that might involve one of the other parties, notify the relevant party of the incident or complaint and any preliminary findings.
- b. In the event of an incident as defined in NSW Health's PD2019\_034 Incident Management Policy as amended, the Notifying Party shall comply with the NSW Health Incident Management Process and inform the other parties of the incident and any subsequent investigations and outcomes.
- c. The parties will work together in good faith through all stages of the management of the incident or complaint recognizing that all parties may need to be involved when there are issues relevant to the other parties.
- d. Without limiting paragraph (b) or (c) the party with agreed primary responsibility for

managing the incident or complaint will ensure that the other parties are 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 root cause analysis (RCA) teams and participation in open disclosure.

### **13. Financial Arrangements**

- a. The Provider will ensure that the Director of Finance, or delegate, develop an annual budget prior to the commencement of each financial year for each shared service, as determined on the basis of an agreed projection of activity level and expenditure. The resources (salaries and wages, goods and services and repair, maintenance and replacement) required to provide these services are based upon the assumption of the continuation of the provision of these services in accordance with the specifications previously agreed.
- b. The allocation statistics for shared expenditure will be reviewed and updated every three (3) months, with fees adjusted annually.
- c. Each party is responsible for meeting their relative share of actual costs within its budget allocation and agreed service specifications as outlined in the Schedules.
- d. No party may commit another party to cost, expense or obligation without the written consent of that party or those parties.
- e. The Provider shall invoice the Customer(s) quarterly for the agreed work as specified in the Schedules, with invoices itemised for reimbursement of disbursements.
- f. The Customer(s) shall endeavour to pay the invoice within 30 calendar days.
- g. The invoice shall be in the approved format in accordance with *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- h. The Provider shall not incur expenditure on behalf of the Customer(s) without prior written authorisation of the Customer(s).
- i. All invoices will require supporting documentation for actual charges, with invoices paid to vendors or contracts for goods and services, payroll reports and/or general ledger extracts from Oracle for staffing.
- j. eHealth charges, Long service leave and depreciation are excluded from all cost sharing arrangements
- k. Where costs are based on estimates a quarterly true-up based on actual costs needs to be completed by all parties
- l. Any material variances plus or minus 2% in activity will be reconciled for the quarterly true up.

### **14. Notices**

- a. Each party will designate an Authorised Representative to develop and coordinate the establishment of this Agreement and to undertake duties in connection with and/or operation of this Agreement.
- b. All communication and notices relating to this Agreement, including any amendments shall be through the parties' Authorised Representatives.
- c. A notice or other communication required or permitted to be given by one party to another must be in writing and:
  - i. delivered personally;
  - ii. sent by pre-paid mail to the address of the addressee specified in this document; or
  - iii. sent by facsimile transmission to the facsimile number of the addressee; or
  - iv. sent by email to the email address of the addressee.



- d. A notice or other communication is taken to have been given (unless otherwise proved):
- i. if delivered personally, at the time of delivery;
  - ii. if mailed, on the third Business Day after posting;
  - iii. if sent by facsimile before 4.00 pm on a Business Day at the place of receipt when the transmission is completed on the day it is sent and otherwise at 9.00 am on the next Business Day at the place of receipt, upon production of a transmission report by the sender which confirms that the facsimile was sent in its entirety to the facsimile number of the addressee; or
  - iv. if sent by email upon production of a delivery confirmation report received by the sender which records the time the email was delivered unless the sender received a delivery failure notification.
- e. Either party may change the address to which communications are to be directed by giving written notice to either party in the manner provided for herein.
- f. **The Authorised Representative for POWH is:**  
 Ms Jennie Barry  
 General Manager  
 Prince of Wales Hospital  
 320-346 Barker Street  
 Randwick NSW 2031  
 Telephone: 9382 2222  
 Email: jennie.barry@health.nsw.gov.au  
 Or their duly appointed nominee
- g. **The Authorised Representative for SCHN is:**  
 Dr. Joanne Ging  
 Executive Director, Clinical Operations  
 The Sydney Children's Network  
 Locked Bag 4001  
 Westmead NSW 2145  
 Telephone: 9845 3243  
 Email: joanne.ging@health.nsw.gov.au  
 Or their duly appointed nominee
- h. **The Authorised Representative for SESLHD is:**  
 Mr Tobi Wilson  
 Chief Executive  
 Sydney Eye Hospital  
 Macquarie Street  
 SYDNEY NSW 2000  
 Email:tobi.wilson@health.nsw.gov.au  
 Or his duly appointed nominee.

## 15. Dispute Resolution

- a. The parties, via their respective Authorised Representatives, shall use their best efforts to settle any dispute, claim, question, or disagreement arising from or relating to this Agreement. To this effect, they shall consult and negotiate with each other in good faith and, recognising their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

- b. In the event that the Authorised Representatives cannot resolve the dispute, the matter will be referred to the Chief Executives of the parties for resolution. The Parties will be required to document the process to date and explain the problem. Minutes of the meeting will be recorded and signed off by the Parties.
- c. In the event that the parties are still not able to resolve the dispute, refer to the Heads of Agreement – SCHN20/10995

## 16. Variations

- a. Any of the parties may propose variations to this Agreement and its schedules. Variations will not take effect until they are mutually agreed by the parties in writing.

## 17. Insurance

To the extent that coverage does not exist under the Treasury Managed Fund:

- a. Each Party has must procure and maintain during the term of this Services Agreement the following insurance policies in respect of :
  - i. Public Liability coverage of \$20 million dollars in respect of each claim and every occurrence and unlimited in the aggregate for any one period of cover.
  - ii. Professional Indemnity insurance in the amount of not less than twenty million (\$20million) for any one occurrence and twenty million dollars (\$20 million) in an annual aggregate, with coverage applicable from the commencement of this Agreement.
  - iii. Appropriate Workers Compensation insurance required under relevant legislation.
  - iv. Any other insurance for amounts and against risks as subsequently required and agreed to by the parties.
- b. Each Party will advise the other Party of any change, cancellation, alternation or amendment of any of the insurance policies held within five (5) calendar days of such change, cancellation, alteration or amendment.
- c. Each Party shall provide evidence of insurance to the other Party if so requested.

## 18. Indemnity

- a. Each party will give prompt written notice to the other party of any potential liability of which such party has knowledge which may result in any liability arising for either party, provided however that the failure to give such notice will not terminate or affect any rights of either party provided under this clause.
- b. Each party shall have the right to investigate, defend or compromise any claim covered by insurance for which indemnification is sought, and each party will cooperate with the other party in respect of the investigation and defense of that claim.
- c. Without derogating from any liability which any Party may have at law to any person or legal entity, each Party must indemnify and keep indemnified (Indemnifying Party) the other Party (including their officers, employees, contractors and agents) from and against all actions, losses, claims, demands, costs (including legal costs), and expenses of any kind the other Party incurs that relate to personal injury or death or property loss or damage the Indemnifying Party (including their officers, employees, contractors and agents) causes or contributes to.

- d. Each Party's liability under this Agreement is reduced to the extent that any damages, liability, loss or costs arisen from or are attributable to, any act or omission of another Party or its officers, employees, agents or contractors.

## **19. Force Majeure**

- a. A party (Defaulting Party) is not liable to the other party for any Losses arising out of or in connection with events beyond the Defaulting Party's control, including any flood, storm, or other natural event, lockouts or individual action by any person, acts of war or terrorism, revolution, pandemic, any failure of any telecommunications or computer equipment, except to the extent that the Defaulting Party has not taken reasonable steps to prevent such an event or mitigate the Losses flowing from that event. The time for performance of any obligation under this Agreement will be extended by the amount of time any one or more of these events continue.

## **20. Confidentiality**

- a. Each party acknowledges that in undertaking the objectives of this Agreement it may obtain or become exposed to confidential information of the other parties and agree to take all reasonable measures to prevent unauthorized disclosure of any such information
- b. A party must not, without the prior written approval of the other party, disclose to any third party confidential information of the other party. In giving written approval to disclosure a party may impose such terms and conditions as it thinks fit including requiring the third party to execute a deed of confidentiality.

## **21. Continuing Obligations**

- a. The expiration or determination of this Agreement shall not affect such of its provisions as are expressed to operate or have effect thereafter.

## **22. Discontinuance of the Parties**

- a. Subject to any contrary legislative intention:
  - i. if a party is reconstituted, renamed or replaced or if its powers or functions are transferred to another entity, this Agreement is deemed to refer to that new entity; and
  - ii. if a party ceases to exist, this Agreement is deemed to refer to that entity which serves substantially the same purpose or object as the former entity.

## **23. Conflicts of Interest**

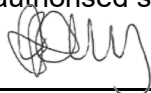
- a. Each party warrants that it has no conflict of interest in the performance of the Services as at the Date of this Agreement.
- b. If a party (Notifying Party) becomes aware of the existence, or possibility of a conflict of interest affecting this Agreement, it must advise the other party (Receiving Party) in writing immediately, and in which event, the Receiving Party reserves its rights under clause 6.

**Executed by the parties as a Service Level Agreement by:**

Signed for and on behalf of:

**Prince of Wales Hospital**

by its authorised signatory:



Date: 21.02.2024

Name: Jennie Barry

Title: General Manager

Signed for and on behalf of:

**The Sydney Children's Hospitals Network (Randwick and Westmead) (incorporating the Royal Alexandra Hospital for Children)**

by its authorised signatory:



Date: 21 February 2024

Name: Sayeed Zia

Title: Director Finance & Corporate Services



Date: 21 February 2024

Name: Alan Porritt

Title: Director of Clinical Operations, SCH.

## Schedule 1: Randwick Campus Operating Suite

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### Services

### Background

This Agreement covers the Operating Suite, Level 1 Campus Centre, and Prince of Wales Hospital Campus.

The Operating Suite Service is managed on behalf of both hospitals by the Medical Director and Nursing Manager of the Operating Suite who report to the Co-Directors of the Surgery and Perioperative Medicine Program, POWH and Clinical Group Manager of Clinical Program 1, SCH.

The current staffing profile and organizational structure is attached in the staff establishment section.

### Governance

#### 1. Governance structures

This shared service is managed by the Surgery and Perioperative Medicine program (SPM) Clinical Director and Nursing Co-director on behalf of POWH and Clinical and Medical Director on behalf of SCH.

The Operating suite is managed by the Nurse Manager for clinical services and the Operation Manager for business processes and managing service efficiency  
An Operating Theatre Management Committee with representation from the two hospital met on a monthly basis. The core role of the committee is to

Identify and respond to reoccurring problems or new challenges which threaten delivery of timely, appropriate and equitable care.

Ensure a functional and safe working environment for staff and patient s

Ensure services is in line with the Shared Services Level Agreement (SLA) between POWH and SCH

Ensure timely submission of routine Operating theatre department reports

The committee meets monthly with executive sponsorship from the Director Operations POWH and SCH Network.

#### 2. Governance activities

Governance responsibilities of the Operating Theatre Management Committee are as follows:

- Monitor and manage Operating Theatre (OT) Performance in line with pertinent NSW Ministry of Health (MOH) Key performance Indicators for Elective and Emergency along with any other Key Performance Indicators (KPI) selected by the committee.
- Monitor and manage theatre utilisation and utilisation of other available resources

- Monitor recent/adverse incidents to ensure appropriate follow up has been initiated and determine need for the immediate actions to mitigate risk
- Review finalised investigation reports pertaining to critical /adverse events to ensure timely implementation and evaluation of recommendations.
- Review submissions to introduce new clinical interventions/ therapies to oversee planning for safe introduction and or monitoring and/or evaluation
- Oversee appropriate and timely management of environmental hazard
- Consider all newly identified clinical and corporate risks (medium, high and extreme) to oversee appropriate management and /or escalation, ensure continued management of identified ongoing risks assigned to the department and maintain OT Risk Register
- Review Capital Expenditure register to assist in timely notification of capital requirements to the hospital executives.
- Receive and consider financial reports to identify and escalate unexpected costing.
- Review medical company recalls /notification and TGA notifications which relate directing to the Operating Suite to oversee appropriate and timely response
- Appropriately refer concerns about individual clinicians or teams when identified or notified to support safe practice and appropriate use of resources.
- Receive and consider communication from clinical departments, operating theatre nurses and others which relate to the function, performance and safety of the working environment
- Review and update the Share SLA to ensure appropriate and equitable access to available resources
- Oversee submission of OT Department reports for Accreditation, for quality systems assessments, numeric profile and NSW Health KPIs.

## 1. Scope of Services

The role of the Operating Suite is to:

- Provide safe patient care to both Prince of Wales (POW) and Sydney Children's Hospital (SCH) hospitals using the following:
  - Appropriate skilled staff
  - Appropriate equipment
  - Detailed planning of sessions
  - Utilising designated theatres
  - RCOS supports SCH and POWH with infrastructure from our allied health and support staff for an efficient service.
- Provide paediatric and adult theatre facilities with appropriate equipment, nursing, allied and clerical staffing to the patients of Sydney Children's Hospital and the Prince of Wales Hospital.
- Provide teaching to:
  - Medical undergraduates and postgraduates
  - Nursing undergraduates and postgraduates
  - Registered and other health professionals

- Registered nurses as requested from SCH and POW
- Maintain research at a level commensurate with a tertiary academic Centre.

Overall RCOS runs an average of 13 sessions per day per week and 2 Emergency sessions on Saturday and Sunday.

RCOS plans around a 4 week schedule which allows POW an average of 8.3 sessions per day per week and SCH averages 4.7 sessions per day per week.

RCOS complex has a total of 14 commissioned theatres with 13 theatres operational on a Monday to Friday in business hours. There are the 2 theatres emergency theatres (2 x 8 session) available for emergencies Monday to Friday during business hours. (Finishing 4.30pm)

After hours Monday to Friday there are 2 emergency theatres available until 2100 hrs. and on weekends there are two emergency theatres available until 2100 hours with an across the board coverage of 1 emergency theatre from 2100 to 0800hrs.

Governance of the emergency theatre in hours is undertaken by:

- POWH is provided by the Acute Care Surgeon on a rostered basis
- SCH by the pediatric surgeon of the day.

## Arrangements for Recoups

### 1. Recoup Calculation

A theatre master schedule across a four weeks cycle will be agreed annually.

The total costs will be apportioned between the two hospitals based on percentage of total theatre minutes. Theatre minutes will be calculated as follows:

- All elective surgery minutes – Inclusive of overrun minutes
- All emergency surgery minutes - Inclusive of overrun minutes
- All theatre minutes for cancelled elective theatre sessions
- All theatre minutes for unused portion of elective theatre sessions

The minutes for any additional sessions will be included in the total theatre minutes calculation.

Split for FY 23/24 will be POWH 64%, SCH 36%. This will be adjusted based when actual activity data available for FY 23/24.

Under this Agreement the financial sharing arrangement is as follows

- Employee Related Costs - allocated according to calculated percentage of total theatre minutes and adjusted annually.
- Staff will be split costed in staff link and through the SESLHD payroll system.
- Goods and Services (excluding prostheses) The goods and services includes all good and services not captured in hTrak and scanned to the patient will be apportioned based on calculated percentage of theatre minutes. This will include imprest items as well.

- Expired Prosthesis and medical and surgical consumables will be charged to SCH based on calculated percentage of theatre minutes.
- hTrak charges – all prosthesis and medical and surgical consumables scanned to the patient .The product usage report is extracted from hTrak and charges allocated.
- RMR Costs – will be split according to the calculated percentage of total theatre minutes
- Capital purchases (defined as items >\$10,000) Costs associated with capital purchases utilised by both sites will be split according to the calculated percentage of total theatre minutes.

The cost centres relating to this service are:

- 150267 OR Nurse POW
- 150275 Operating Theatre Shared Services
- 150611 Anaesthetics other working and RMR Shared POW
- 150431 hTrak Clearing cost centre
- 153141 SCH Theatres
- A new Anaesthetics clinical goods and services and RMR cost centre has been established – cost centre 150611 and is to be included under the RCOS service. All clinical goods and services costs including consumables and pharmacy costs are to be costed to this new cost centre. This includes imprest items for the following anaesthetic theatre bays:
  - \* C1, C2 and C3 anaesthetic bays : all the consumables used for paediatric patients
  - \* C5 ,C6, A3 and A7 C1, C2 and C3 anaesthetic bays : all the consumables used for adult and paediatric patients
  - \* A1, A2, A5, A6, A8 and Hybrid C1, C2 and C3 anaesthetic bays : all the consumables used for adult patients

A wash up between POW and SCH will occur quarterly and will capture any missed or adjusted expenditure. This task will be completed by the POW Accountant, SPM Business Manager and the SCH Business Manager using the approved template.

## Performance Measurement

### 1. Principles of performance measurements

KPIs are measured to assist the two facilities to improve services and are aligned to the following drivers. Failure to achieve KPI targets or variance from expected performance measures are investigated and reported at the Operating Theatre Management Committee monthly meetings

- KPI Indicator Dictionary: Surgery V2.1a 2008
- NSW Emergency surgery guidelines GL2009\_009
- NSW Waiting List guideline GL2012\_011
- NSW Elective Surgery Waitlist Guidelines
- Shared Services Level Agreement
- NSW Incident management policy PD2020\_19
- NSW Safety Alert Broadcasting System PD 2013\_9
- SESLHD Interventional procedures- Safe Introduction PD286
- SESLHD Work health and Safety- RISK management
- SESLHD Radiation Safety
- MoH PD 2006\_073 Complaints management Policy
- NSQHS standards



- Staff satisfaction
- Staff retention rates

## 2. Performance measures

The following data, which is aligned to drivers referred to in item 5.1 are maintained and reported each month for the general operating suite, and also separately for POWH, RHW and SCH.

- KPI Performance Dashboard
  - Utilisation- Emergency and Elective theatre utilisation by minutes and percentage for Adult (POWH) and paediatric (SCH) cases from time of anaesthetics to out of theatres: target .80%
  - Efficiency – Late starts and late finishes
  - Performance – Clinical priority reports for Adult and Paediatric cases for the following categories and targets.
    - Immediate life threatening: in OT, within 15mins: Target 100%
    - A- Within 1hr Life threatening incl obstetric: Target 100%
    - B- Within 2hrs Highly critical organ/limb threat: Target 100%
    - C- Within 4hrs Critical: Target 100%
    - D-Within 8hrs Urgent: Target 95%
    - E- Within 24hrs Semi-Urgent: Target 95%
    - F- Within 72hrs Non-Urgent: Target 90%
- Theatre cancellation rate (target < 2%)
- On time starts for theatre (target 100%)
- Percentage overrun on elective lists (target = reduction on previous year)
- Agency nursing staff utilisation (target = 0)
- Compliance with NSW Health Time-out policy (target 100%)
- Emergency theatre access / urgency target
- Turnaround time for Emergency Access cases from time of referral to theatre till anaesthetic commences.
- Patient safety – When received, recent adverse events, detailed reviews, RCA reports, incident recommendations register and medical company recalls
- Risk assessment and management – Risk assessment when received. Risk register monthly
- Cost reports by major expense and revenue lines items compared to previous years for each hospital

## 3. Activity Statistics

The following statistics are to be maintained for the general operating suite;

- Theatre utilisation by minutes and percentage for each hospital from time of anaesthetics till out of theatre
- Elective and emergency theatre utilisation by facility by minutes (in anaesthetic to out OR)
- Operating theatre capacity and utilisation for adults and paediatrics
- No. of elective and emergency cases by hospital
- No. and reasons for cancellation of patients by hospital
- Equipment breakdown or damage requiring repair or replacement

These statistics are discussed at the monthly Operating Suite Management Committee that has representation from both Hospitals together with the Directors of the Operating Suite.

## Site Contacts

The sites contacts for operating suite are as follows

- Sydney Children's hospital – Clinical Director
- Prince of Wales Hospital –SPM Clinical Director and Nursing Co- Director Staff Establishment

Position	FTE
Nurse Manager Level 5	1.10
Nurse Manager Level 3	1.10
NUM Level 2	4.24
CNC Grade 2	1.06
Nurse Educator Grade 1	1.06
Clinical Nurse Educator	3.02
Clinical Nurse Specialist/Registered Nurse	98.87
Registered Nurse Stock Room and Holding Bay	2.25
Assistant in Nursing	1.00
Clinical Support Officer	2.00
Manager OA HSM 1	1.00
Operation Assistants (OA)	15.08
Operations Manager HSM 4	1.00
Data Manager HSM 2	1.00
Admin Officer Level 4	1.00
Admin Officer Level 3	2.42
Admin Officer Level 2A	2.00

## Schedule 2: Murnaghan Urology Centre

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### Background

This Agreement covers the Murnaghan Urology Centre (MUC) at Prince of Wales Hospital.

The Murnaghan Urology Centre is managed on behalf of both hospitals by the POWH Head of Department of Urology and the Nurse Unit Manager, Murnaghan Urology Centre, who report to the Clinical Director and Nursing Co-Director of the Surgery and Perioperative Medicine Program, POWH and Clinical Group Manager of Clinical Program 1, SCH.

The current staffing profile and organizational structure is attached in the staff establishment section.

### Governance

#### 1. Governance structures

This shared service is managed by the Surgery and Perioperative Medicine program (SPM) Clinical Director and Nursing Co-director on behalf of POWH and Clinical and Medical Director on behalf of SCH.

An Operating Theatre Management Committee with representation from the two hospital met on a monthly basis. The core role of the committee is to:

- Identify and respond to reoccurring problems or new challenges which threaten delivery of timely, appropriate and equitable care.
- Ensure a functional and safe working environment for staff and patient s
- Ensure services is in line with the Shared Services Level Agreement (SLA) between POWH and SCH
- Ensure timely submission of routine Operating theatre department reports

The committee meets monthly with executive sponsorship from the Director Operations POWH and SCH Network.

#### 2. Governance activities

Governance responsibilities of the Operating Theatre Management Committee are as follows.

- Monitor and manage Operating Theatre (OT) Performance in line with pertinent NSW Ministry of Health (MOH) Key performance Indicators for Elective and Emergency along with any other Key Performance Indicators (KPI) selected by the committee.
- Monitor and manage theatre utilisation and use of other available resources
- Monitor recent/adverse incidents to ensure appropriate follow up has been initiated and determine need for the immediate actions to mitigate risk
- Review finalised investigation reports pertaining to critical /adverse events to verse timely implementation and evaluation of recommendations.

- Review submissions to introduce new clinical interventions/ therapies to oversee planning for safe introduction and or monitoring and/or evaluation
- Oversee appropriate and timely management of environmental hazard
- Consider all newly identified clinical and corporate risks (medium, high and extreme) to oversee appropriate management and /or escalation, ensure continued management of identified ongoing risks assigned to the department and maintain OT Risk Register
- Review Capital Expenditure register to assist in timely notification of capital requirements to the hospital executives.
- Receive and consider financial reports to identify and escalate unexpected costing.
- Review medical company recalls /notification and TGA notifications which relate directing to the Operating Suite to oversee appropriate and timely response
- Appropriately refer concerns about individual clinicians or teams when identified or notified to support safe practice and appropriate use of resources.
- Receive and consider communication from clinical departments, operating theatre nurses and others which relate to the function, performance and safety of the working environment
- Review and update the Share SLA to ensure appropriate and equitable access to available resources
- Oversee submission of OT Department reports for Accreditation, for quality systems assessments, numeric profile and NSW Health KPIs.

## Services

### 1. Scope of Services

The role of the Murnaghan Urology Centre is to:

- Provide safe patient care to both Prince of Wales (POW) and Sydney Children's Hospital (SCH) hospitals using the following:
  - Appropriate skilled staff
  - Appropriate equipment
  - Detailed planning of sessions
  - Utilising designated theatres
  - Provide paediatric and adult theatre facilities with appropriate equipment, nursing, allied and clerical staffing to the patients of Sydney Children's Hospital and the Prince of Wales Hospital.
  - Provide teaching to:
    - Medical undergraduates and postgraduates
    - Nursing undergraduates and postgraduates
    - Registered and other health professionals
    - Registered nurses as requested from SCH and POW
- Maintain research at a level commensurate with a tertiary academic Centre.

MUC has three theatres for general anaesthesia sedation and one procedural room for non-general anaesthesia sedation available Monday to Friday.

MUC has a four week schedule with Monday being the designated Paediatric Day and Tuesday to Friday being designated for Adult procedures.

## Arrangements for Recoups

### 1. Recoup Calculation

The recoup calculation is based on the total costs and will be apportioned between the two hospitals based on percentage of total theatre minutes.

Split for FY 23/24 will be POWH 88% SCH 12%. This will be adjusted based when actual activity data available for FY 23/24.

Under this Agreement the financial sharing arrangement is as follows

- Employee Related Costs - allocated according to calculated percentage of total theatre minutes and adjusted annually.
- Staff will be split costed in staff link and through the SESLHD payroll system.
- Goods and Services (excluding prostheses) The goods and services includes all good and services not captured in hTrak and scanned to the patient will be apportioned based on calculated percentage of theatre minutes. This will include imprest items as well.
- Expired Prosthesis and medical and surgical consumables will be charged to SCH based on calculated percentage of theatre minutes.
- hTrak charges – All prosthesis and medical and surgical consumables scanned to the patient .The product usage report is extracted from hTrak and charges allocated.
- RMR Costs – will be split according to the calculated percentage of total theatre minutes
- Capital purchases (defined as items >\$10,000) Costs associated with capital purchases utilised by both sites will be split according to the calculated percentage of total theatre minutes.

The cost centres relating to this service are:

- 150236 Murnaghan Urology Centre
- 150573 Murnaghan Urology Centre – Shared Services
- 153141S – SCH Urology

A wash up between POW and SCH will occur quarterly and will capture any missed or adjusted expenditure. This task will be completed by the POW Accountant, SPM Business Manager and the SCH Business Manager using the approved template.

## Performance Measurement

### 1. Principles of performance measurements

KPIs are measured to assist the two facilities to improve services and are aligned to the following drivers. Failure to achieve KPI targets or variance from expected performance measures are investigated and reported at the Operating Theatre Management Committee monthly meetings

- KPI Indicator Dictionary: Surgery V2.1a 2008
- NSW Emergency surgery guidelines GL2009\_009
- NSW Waiting List guideline GL2012\_011
- NSW Elective Surgery Waitlist Guidelines
- Shared Services Level Agreement
- NSW Incident management policy PD2020\_19
- NSW Safety Alert Broadcasting System PD 2013\_9
- SESLHD Interventional procedures- Safe Introduction PD286
- SESLHD Work health and Safety- RISK management
- SESLHD Radiation Safety
- MoH PD 2006\_073 Complaints management Policy
- NSQHS standards
- Staff satisfaction
- Staff retention rates

## 2. Performance measures

The following data, which is aligned to drivers referred to in item 5.1 are maintained and reported each month for the general operating suite.

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## Site Contacts

The sites contacts for operating suite are as follows

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- Prince of Wales Hospital –SPM Clinical Director and Nursing Co- Director

## Staff Establishment

Position	FTE
Nurse Unit Manager Level 2	1.06
CNS/RN	19.23
Admin AO4	1.0
Admin AO3	3.0
OA	2.2