



Clinical Contracts Management Group - Terms of Reference

1. Name

WA Country Health Service (WACHS) South West Clinical Contracts Management Group.

2. Purpose

To ensure effective delivery of the services contracted by WACHS from St John of God Health Care (SJGHC) in the South West region through Clinical Services Agreements (CSA) and other contracts for clinical services and to ensure compliance with the requirements of the CSAs and contracts.

3. Accountability

The Clinical Contracts Management Group is accountable to the WACHS South West Executive.

4. Functions and Responsibilities

- Develop effective communications and relationships to support the provision of the services as set out in the CSAs and contracts.
- Monitor and evaluate performance, including but not limited to; agreed activity targets and budgets, performance and quality indicators, milestones and reporting requirements.
- Identify contract and service delivery risks and manage or escalate the risks within appropriate delegations.
- Provide a forum to resolve disputes prior to the implementation of the formal disputes resolution procedures in the CSAs or contracts.

5. Membership

Members

- Regional Director, WACHS South West.
- Director Procurement and Contract Management, WACHS.
- Principal Contract Manager (Clinical Contracts), WACHS South West.
- Operations Manager (Bunbury Hospital), WACHS South West.
- Deputy Director of medical Services (Bunbury Hospital), WACHS South West.
- Director of Business Services, WACHS South West.
- Chief Executive Officer, St John of God Bunbury Hospital (SJGBH).
- Director of Nursing and Midwifery (SJGBH).

Others may be invited to attend the Clinical Contracts Management Group meetings in relation to a specific agenda item(s) and may be called to give presentations and advice on relevant matters as required.

6. Appointment

Members are not elected but are appointed by virtue of the positions they occupy within WACHS and SJGHC.

7. Chairperson

The Chairperson is the Regional Director WACHS South West or another WACHS member as nominated.

8. Proxies

Members are to ensure a proxy attends in the absence of the member at all meetings.

9. Conflict of Interest

It is acknowledged that WACHS and SJGHC are the parties to the CSAs and contracts and that their interests may be in conflict. By the nature of the purpose of the meeting the parties are representing their organisation's interest.

Both WACHS and SJGHC representatives are obliged to comply with the respective organisations' policies.

Any member of the group who has personal duties or interests, outside of their roles with WACHS or SJGHC, in conflict with their duties or interests within the group (whether direct, indirect, financial, material or otherwise) must withdraw or declare a possible conflict of interest to the Chairperson.

The member is to withdraw from the group for the duration of the deliberation in question, prior to any discussions or decisions on the matter being taken unless the group determines the conflict is trivial or unlikely.

Where the Chairperson has excused a person from the group for that matter, he/she may co-opt an alternative person to sit in the meeting group for the purpose and duration of the period during which such matter is under consideration.

10. Confidentiality

The minutes of the meetings are available to members and the ratified distribution list. All discussions, data and documentation presented to the group must be treated as confidential within WACHS and SJGHC unless otherwise authorised by the respective organisation.

11. Frequency of Meetings

Ordinary meetings are to be held quarterly. The Chairperson may from time to time, and as the need arises, call extraordinary meetings. Meetings are to generally be conducted face to face and/or by videoconference.

Where either the volume of new business or the extent of risk posed by any particular matter makes it necessary to conduct some business out of session, this is to generally be by email, teleconference or videoconference and may not require all members to participate.

12. Quorum

The quorum will be 50 percent, plus one, or the members or their proxies.

13. Decisions

Decisions will be within the authority of the respective Regional Director and Chief Executive Officer. Unresolved matters will be escalated in accordance with the CSAs or contract.

14. Secretary

Secretarial support will be provided by WACHS South West.

Draft minutes and the actions are to be distributed within five (5) working days after each meeting. Endorsement or amendment of the minutes will be sought at the time they are circulated.

The Secretariat is to ensure that the administrative needs of the group and the Chairperson are met. The Secretariat is responsible for:

- requesting agenda items and papers from members.
- preparing agenda papers.
- distributing papers to members.
- generating and distributing draft and final minutes of the meetings.
- keeping and maintaining relevant records on behalf of the group.
- booking meeting room(s) and tele/video-conferencing services.

15. Adoption, Review and Amendment of Terms of Reference

The Clinical Contracts Management Group is to conduct self-assessment annually, and to review the role and Terms of Reference every three years.

**This document can be made available in alternative formats
on request for a person with a disability**

Contact:	Principal Contract Manager (R,Stemp)		
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