



**Chief Executive Officer Attachments
Wednesday, 17 April 2013**

REPORT NUMBER	REPORT TITLE AND ATTACHMENT DESCRIPTION	PAGE NUMBER(S)
9.4.2	Wheatbelt Health MOU* 1. Avon-Midland Country (WALGA) Zone report 10.3 2. Amended Wheatbelt Health MOU (changes tracked)	1

10.3 Wheatbelt Health MOU Group Review of Memorandum of Understanding

FROM: Executive Officer

ATTACHMENT: Amended Health MOU Group - Memorandum of Understanding

BACKGROUND:

At the Wheatbelt Health MOU Group meeting held on Tuesday 14 August 2012 the need for a review of the Wheatbelt Health Memorandum of Understanding (MOU) Group's Governance and Structure was considered. It was further considered at a meeting of the Wheatbelt Health Group on Tuesday 9 October 2012, with the Group agreeing as follows -

By consensus it was agreed that the review of the Wheatbelt Health Memorandum of Understanding (MOU) Group's Governance and Structure be referred to the Steering Group to prepare a discussion paper for consideration at the next Wheatbelt Health MOU Group meeting, scheduled to be held on Northam on Tuesday 11 December 2012.

The Steering Group met in Narrogin on Tuesday 13 November 2012 to review the current MOU and the revised MOU was presented to the Wheatbelt Health MOU Group Meeting on Tuesday 11 December 2012 for consideration.

The Wheatbelt Health MOU Group agreed as follows:

1. *That the Wheatbelt Health MOU Group endorse the amendments to the Wheatbelt Health Memorandum of Understanding as identified on the attached revised Wheatbelt Health Memorandum of Understanding; and*
2. *That the revised Wheatbelt Health Memorandum of Understanding be referred to member stakeholders for consideration and confirmation of the acceptance of the proposed amendments.*

The matter was further considered at the Wheatbelt Health MOU Group Meeting on Tuesday 5 February 2013 when the meeting was advised that Medicare Local South West WA had declined the invitation to be a member organisation of the Health MOU. As a result the meeting agreed by consensus as follows:

1. *it was agreed that the Health MOU thank Medicare Local South West WA for their correspondence and note their agreement to continue in an observer status capacity;*
2. *request that member organisations of the MOU note the decision by the Medicare Local South West WA and the MOU agreement be amended appropriately to reflect the Medicare Local South West WA decision.*

EXECUTIVE OFFICER COMMENT:

A copy of the revised Health MOU is attached for Member Councils consideration. The amendments, both deletions and insertions have been shown as "tracked changes".

Before the amended Health MOU can be implemented it is required to be approved by all stakeholders, of which the Avon-Midland Country Zone is one member. The other members include Central Country Zone, Great Eastern Country Zone, WA Country Health Service, Wheatbelt GP Network and Wheatbelt Development Commission. The Wheatbelt RDA and Medicare Local South West WA have been granted observer status.

There are a number of significant changes included within the amended MOU which the Zone needs to give careful consideration. These changes include the following:

- Added a new member of the Health MOU Group being Regional Development Australia Wheatbelt;
- In clause 3.2 include a change of how the Health MOU priorities are described;
- In clause 4.4:
 - Makes it clear that each member organisation is entitled to three participating delegates but only one vote per member organisation;
 - Formally creates the Wheatbelt Health MOU Working Party;
 - Formalises the appointment of an independent chair and how that appointment is undertaken;
 - Proposes that all parties contribute equally to the operation of the MOU Group;
 - Approves the payment of an honorarium to the independent chair;

- In clause 4.5 outlines who is the spokesperson on all Health MOU Group issues not just media matters;
- Amended clause 6 to set out the operational date of the MOU and requirements for review.

Currently the MOU is signed on behalf of the WA Country Health (WACHS) by the CEO. The Regional Director of WACHS Wheatbelt is of the view that the appropriate person is now the Regional Director.

It is appropriate to comment on the above changes.

Regional Development Australia Wheatbelt has been attending the meetings of the Health MOU Group as an observer for some time and as they are a link to the Federal Government it was considered they have an important role to play in health services in the Wheatbelt. It is recommended that this proposal be supported.

The changes proposed in clause 3.2 are generally supported as it provides a modern context of the Health MOU group priorities. The Executive Officer notes that the wording of the amendment is clumsy and suggests that the wording be 'tidied up'.

The changes proposed in clause 4.4 underpin how the Health MOU Group operates.

Currently each organisation has three delegates which, works reasonably well, as not every delegate is able to attend every meeting. However with the increasing size of the MOU Group with the additional member and observers this will now provide a full complement of 21 people plus independent chair, support and executive staff. It is possible that meetings may have more than 25 people which has developed into a large meeting. The number of people able to attend raises the question of whether it is necessary to have three delegates per member and whether this number can be reduced. It is suggested that the number of delegates per member be reduced to two.

The Wheatbelt Health MOU Working Party (or with its former name of Wheatbelt Health MOU Steering Group) has existed successfully for a number of years without being formally included in the MOU. The Executive Officer is of the view that the Health MOU Group has the right to appoint committee(s) (in much the same way as a Council does under the *Local Government Act (1995)*) and to provide such committee(s) with terms of reference. Matters are then able at the discretion of the Health MOU Group to be referred to any committee that has been formed. If it is felt that there may be some doubt on an authority to appoint committees the clause could be reworded to allow the Health MOU Group to appoint committees without naming a specific committee and providing details of matters to be referred. It is also possible that if the delegate numbers were reduced to two the necessity for any committee(s) may be avoided. It is recommended that this amendment not be supported.

An amendment to the MOU proposes that the process to appoint the Independent Chair and determine the honorarium is referred to the Wheatbelt Health MOU Working Party as a 'right'. Having such clauses removes the flexibility of allowing the Health MOU Group to deal with the matters in a different way at some later date should it so wish. This would not be possible without amending the MOU. Given the previous suggestion in relation to the appointment of a committee this clause would not be supported as it enshrines two roles for the Wheatbelt Health MOU Working Party and removes the flexibility that currently exists.

Currently the cost of operating the Health MOU Group, which is basically the executive support and meeting expenses, is shared equally between the three Zones. The approximate cost for 12 months is \$12,500. An amendment to the MOU proposes that the costs be shared equally between all member organisations. In other words the cost would be shared between seven organisations. At present all costs are paid by the Great Eastern Country Zone and the relevant proportion reimbursed from the other two Zones. This is convenient as the Great Eastern Country Zone has an ABN and the books are audited annually.

It is suggested that the current arrangement of managing the finances through the Great Eastern Country Zone be maintained but the Executive Officer is of the view that the matter of financial support from other member organisations is a decision for the Zone. There are obvious benefits in that the cost is spread over other agencies and will reduce the cost to each Zone. The downside is that the Zones 'give away' some of their autonomy that comes with being the financial contributor. The costs however are likely to

increase significantly beyond the current amount if the Zone accepts the next proposed amendment to the MOU to pay the Independent Chair an honorarium and travel for each meeting. This matter is submitted for consideration of the Zone.

During the establishment of the Health MOU Group it was agreed that there was considerable benefit in having an independent chair to avoid any perception of bias if the chair was elected from a member organisation. As a consequence of that decision Mr Peter Sullivan was appointed the independent chair and performed that role for six years until his retirement in December 2012. During this period he received no remuneration/honorarium or expenses for undertaking the role.

The Health MOU Group has proposed amending the MOU to provide for payment of an honorarium and travelling expenses, where required, to attract an appropriate person to undertake the role of independent chair. The Executive Officer is of the view that there are three issues to consider. Firstly whether there is a need for payment of an honorarium. Secondly whether there is a need for the payment of an honorarium to be included in the MOU or that it is simply seen as a normal operating expense. Finally the issue of whether the role of determining the honorarium should be delegated within the MOU to the Wheatbelt MOU Working Party is questioned, for the same reasons as mentioned previously, in that it removes the flexibility from the Health MOU Group.

At the time of writing the agenda the actual meeting fee had not been determined but was suggested to be based on the WA Public Service meeting fee structure. On the basis of six meetings a year the cost of paying a meeting fee and travel could be in the region of \$4,000 to \$5,000 per annum.

The final significant issue relates to the spokesperson for the Health MOU Group. It is proposed that the Chair of the Health MOU Group be the spokesperson for all issues with the Chair of the Wheatbelt Health MOU Working Party being the deputy spokesperson should the Health MOU Group Chair be unavailable. In light of the previous recommendation regarding the appointment of the Working Party the reference to the Chair of the Working Party in this clause should be removed. It is recommended that the proposal be reworded to provide for the appointment by the Health MOU Group of a deputy spokesperson to act in the event that the Health MOU Group Chair is unavailable. The Executive Officer notes that the reference in this clause to 'independent Chair' is redundant; it should simply refer to the Group's Chair.

The requirement to review the MOU is good governance. However the inclusion of review dates in the MOU raises the issue that every time a review is undertaken the MOU will need to be amended and approved by stakeholders; even when no changes are made. For ease of administration it is recommended that this clause be amended by removing the references to the revision dates. A record of revisions can easily be maintained by means of a notation sheet attached to, but not forming part of, the MOU. The provision of review every two years is supported.

The issue of who should sign the MOU on behalf of WACHS was raised earlier in the report. The Regional Director of WACHS Wheatbelt Caroline Langston has submitted the following comments as to why she believes the Regional Director should sign the MOU -

Since the first MoU was drafted there have been significant changes to the governance of WACHS most notably in the role of the Regional Director and lines of delegation and accountability.

- *WACHS does not have board of governance as per other organisations in the MoU but rather a WACHS wider executive.*
- *Regional Directors are members of the WACHS executive and the most dominate numbers at the WACHS executive.*
- *Regional Directors have the delegated authority and accountable for the regional budgets and staffing (except ICT staffing).*
- *The Wheatbelt regional executive sets targets and goals in line with overall WA Health strategy, targets and goals. Neither the CEO or the RD will act outside their contacted obligations to WA Health (This is highlighted in section 5 in the MoU)*
- *Funding to keep the MoU group operational comes from the Wheatbelt budget and is authorised by the regional director.*
- *The MoU is not a binding legal agreement but a statement about partnership, frequent communication, open dialogue and is specifically about the Wheatbelt health region.*

- *At a personal level I believe that having the signature to the MoU at the meeting is of greater value and will hold me to greater accountability. It shows a maturity of the group and demonstrates the trust in the group since it was first initiated.*

The Executive Officer is of the view that the Zone should not object to the suggestion that the Regional Director be the signatory to the MOU.

To ensure that each proposed amendment to the MOU is addressed it is proposed to deal with each matter as a separate recommendation.

RECOMMENDATION 1

That the Avon-Midland Country Zone support the inclusion of Regional Development Australia Wheatbelt as party to the Health MOU Agreement.

RECOMMENDATION 2

That the Avon-Midland Country Zone support the amendment as proposed in clause 3.2 of the Health MOU Agreement but notes that the wording used is clumsy and requests that the Wheatbelt Health MOU Group reword the amendment.

RECOMMENDATION 3

That the Avon-Midland Country Zone requests the Wheatbelt Health MOU Group to consider, in regard to the number of participating delegates as outlined in clause 4.4, reducing the number of delegates per member organisation to two.

RECOMMENDATION 4

That the Avon-Midland Country Zone does not support the establishment within the Health MOU Agreement, by name, the Wheatbelt Health MOU Working Party, but would support the Health MOU Agreement being amended to give authority to appoint committees and to determine, membership and terms of reference should that be considered necessary.

RECOMMENDATION 5

That the Avon-Midland Country Zone support the appointment of an Independent Chair but does not support the Wheatbelt Health MOU Working Party being given delegated authority within the Health MOU Agreement, to recommend the appointment of the Independent Chair, as it considers this would remove the flexibility from the Health MOU Group to determine an alternative course of action when the requirement to appoint an Independent Chair arises.

RECOMMENDATION 6

That the Avon-Midland Country Zone support the current arrangement with respect to the financial management through the Great Eastern Country Zone but would not be opposed to the costs of operating the Health MOU Group being shared equally by all parties to the Health MOU Agreement.

RECOMMENDATION 7

That the Avon-Midland Country Zone support the principle of paying an honorarium to the Independent Chair, if required, however does not support the payment of an honorarium being included in the Health MOU Agreement nor the amount being determined by the Wheatbelt Health MOU Working Party as it considers this removes the discretion of the Health MOU Group. If such a decision is made by the Health MOU Group then it should also determine the amount. The Avon-Midland Country Zone requests that this part of clause 4.4 be deleted.

RECOMMENDATION 8

That the Avon-Midland Country Zone does not support the arrangement for the Chair of the Wheatbelt Health MOU Working Party to be the deputy spokesperson for the Wheatbelt Health MOU Group, but would support the appointment, by the Health MOU Group, of a deputy spokesperson to act in the event that the Chair of the Wheatbelt Health MOU Group is unavailable.

RECOMMENDATION 9

That the Avon-Midland Country Zone support the principle of a review of the MOU every two years but considers the proposal to include the review dates in the agreement an unnecessary administrative burden and requests that this part of clause 6 be deleted.

RECOMMENDATION 10

That the Avon-Midland Country Zone not oppose the Regional Director WA Country Health Service Wheatbelt signing the MOU Agreement on behalf of WA Country Health Service.

RECOMMENDATION 11

That the Avon-Midland Country Zone support all other amendments to the Health MOU Agreement not specifically referred to within the above recommendations.

10.4 Landscaping New WALGA Building

FROM: WA Local Government Association

ATTACHMENT: WALGA New Building Landscaping - Selected Species Requirements for planting in November 2013

COMMENT

The WA Local Government Association is seeking assistance from the Zone to provide iconic plant species from your region for the landscape surrounding the new Building undergoing construction at the moment. These plants will create a palette of plants that will represent the state in the landscape as WALGA strives to represent the Sector from its new headquarters. The Zone's contribution will be acknowledged with a plaque when planting occurs on the WALGA site in November 2013.

A list of recommended species from Regional WA is attached, could the Zone consider the species from your region that will complement the proposed landscape? The Zone is requested to indicate on this form the number of plants the Zone is able to provide by the April Zone Meeting.

**RECOMMENDATION
For consideration**

11 URGENT BUSINESS (as permitted by the Presiding Member)

12 DATE, TIME AND PLACE OF NEXT MEETING

The Zone's next meeting is scheduled for Friday 19 April 2013 and to be hosted by the Shire of Northam.

RECOMMENDATION

That the next ordinary meeting of the Zone be held Friday 19 April 2013 and hosted by the Shire of Northam.

13 CLOSURE

MEMORANDUM OF UNDERSTANDING

BETWEEN

WA COUNTRY HEALTH SERVICE (WACHS)

AND

AVON-MIDLAND, CENTRAL AND GREAT EASTERN COUNTRY ZONES

OF WA LOCAL GOVERNMENT ASSOCIATION (the Zones)

As individual parties representing their Member Councils, as per Schedule 21

AND

WHEATBELT GP NETWORK (INC) (WGPN)

AND

WHEATBELT DEVELOPMENT COMMISSION (WDC)

AND

REGIONAL DEVELOPMENT AUSTRALIA WHEATBELT (RDA WHEATBELT)

(THE WHEATBELT HEALTH MOU GROUP)

1 Purpose

To provide a framework for the parties regarding continual communication / engagement, structures and processes that will enhance health service delivery within the WACHS – Wheatbelt Region.

2 Consultation principals

2.1 Framework

- a) Collaboration between the parties will be ongoing and enhanced specifically through a constructive relationship for future health service planning and delivery.
- b) Recognition of a joint interest in facilitating the enhancement of health service provision for Wheatbelt communities.
- c) It is acknowledged that –
 - While the State is the principal agency for provision and management of health services in Western Australia, the community is served by all three tiers of government, and by private agencies and individuals.
 - the principals of the Inter Government Agreement signed on 12 April 2006 and attached as Schedule 3, are to be recognised by this MOU, specifically that there will not be a transfer of obligation of function without corresponding transfer of resource funding.

2.2 Principals

- a) The parties commit to frequent and productive communication and consultation on matters relating to health service provision for Wheatbelt communities.
- b) The parties commit to engaging communities in the planning and delivery of health services in their communities.

- c) The parties recognise the regional development impacts of health service delivery within the Wheatbelt.
- d) The parties recognise the importance of new and innovative health service delivery models and methods.

3 ~~The Way Forward~~Wheatbelt Health MOU Group Priorities

3.1 The parties will develop their partnership progressively though a commitment to communicate, consult and work together on health related issues and projects.

3.2 The parties recognise that issues of discussion include, but are not limited to –

- ~~a) Development of a Wheatbelt Health Strategic Plan, and subsequent recommendations for implementation~~
- ~~b) Safety, quality and sustainability of health services in –~~
 - ~~— Aged care — including HACCC, residential and community based~~
 - ~~— Acute services~~
 - ~~— Emergency services~~
 - ~~— Primary health — including allied, child health~~
 - ~~— Mental health~~
 - ~~— Medical services — specialist and general practice~~
 - ~~— Aboriginal health~~
 - ~~— Developing and clarifying patient care pathways and links with metropolitan services~~
- ~~c) Infrastructure and transport — to support and enable the services~~
- ~~d) Workforce~~
- ~~e) Areas of unmet and future need~~
- ~~f) Roles and functions of the parties in delivering health services~~

~~Alignment of boundaries~~

- ~~a) The Wheatbelt Health MOU Group will use the issues raised from the Wheatbelt Health Planning Initiative Report of Consultation August 2009 in the Wheatbelt Health MOU Group Priorities as a guide to advocate for a better delivery of health services in the Wheatbelt, ensuring the Wheatbelt Health MOU Group are at the forefront to provide advice to health service reviews, support for the implementation of contemporary health service models to the Wheatbelt and engage our community to showcase our achievement for improved health services delivery.~~
- ~~b) The Wheatbelt Health MOU Group Priorities are the overarching priorities that inform the Wheatbelt Health MOU Group Strategic Plan.~~

4 Administration of MOU

- 4.1 The Zones represent the Councils listed in Schedule 2 as having endorsed this MOU, and this MOU is signed by the Zone Presidents on their behalf and with their consent. A Council may add or remove its endorsement by notice in writing to their representing Zone, which shall also advise the other parties of the change in status.
- 4.2 It is acknowledged that the Shire of Boddington is within WACHS – Wheatbelt region, but is not within the areas of the Wheatbelt Development Commission or the Central Country Zone, and accordingly, the Shire will need to be consulted separately, particularly in relation to the Strategic Plan.

- 4.3 It is recognised that the southern part of the WACHS - Wheatbelt region is part of the Great Southern Division of General Practice and that WGPN will need to consult with the GSDGP to resolve boundary and other issues.
- 4.4 Joint meetings of the parties will be convened during the life of the MOU-
- as agreed by a majority of the parties,
 - each party will have one vote and not more ~~not more~~ than three participating delegates, although invited observers may speak by invitation of the Chair, (each Zone being a separate party)
 - that the Wheatbelt Health MOU Group have the ability to appoint and delegate tasks to the Wheatbelt Health MOU Working Party (one delegate per membership, with executive support provided by WDC) to then make recommendations back to the Wheatbelt Health MOU Group to consider;
 - the Independent Chair of the Wheatbelt Health MOU Group meeting to be chosen by the delegates on recommendation of the Wheatbelt Health MOU Working Party; at the meeting;
 - the Zones will share administrative responsibility of the MOU and any joint meeting of parties, for the duration of the MOU;
 - all parties to the Wheatbelt Health MOU Group shall share equally in the funding of the operation of the Wheatbelt Health MOU Group;
 - the Independent Chair to be paid an honorarium the cost of which is to be shared between the Wheatbelt Health MOU Group members. The honorarium to be reviewed annually and determined by the delegates upon recommendation from the Wheatbelt Health MOU Working Party.-
- 4.5 It is agreed that the Independent Chair of the Wheatbelt Health ~~Planning Initiative Steering~~MOU Group shall be the spokesperson for all ~~media releases~~issues relating to the MOU, or associated discussions, with the Chair of the Wheatbelt Health MOU Working Party Executive Officer to be the deputy spokesperson should the Chair be unavailable. ~~(Amended 8 June 2010).~~

5 Mutual understandings

It is mutually understood and agreed by and between the parties that –

- a) Freedom of Information Act – Any information furnished under this instrument is subject to the Act.
- b) Modification – Modifications within the scope of the MOU shall be made by mutual consent of all parties, by the issuing of written modification, signed and dated by all parties, prior to any changes being performed.
- c) Participating in similar activities – This MOU in no way restricts any party from participating in similar activities with other public or private agencies, organisations, and individuals.
- d) Nothing in this MOU removes the right of individual parties to discuss matters direct with another.
- e) Completion of the WACHS Strategic Plan does not imply acceptance of the Plan, by the Councils of the Zones, WDC, ~~or~~WGPN or RDA Wheatbelt. Accordingly the completion of the Wheatbelt Health MOU Group's priorities and strategic plan does not imply acceptance of the plan or priorities by WACHS.

6 Review of the MOU

The Wheatbelt Health Memorandum of Understanding (MOU) was first adopted in December 2006.

This document was later revised and finalised on:

- June 2008
- December 2010
- XXX 2013

This MOU should be reviewed every two years from signing.

~~6.7~~ Operational date

This MOU commences once signed by all parties.

~~7.8~~ Principal contacts

~~7.8.1~~ WA Country Health Service – Wheatbelt –

Regional Director
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Northam 6401

ph: 08 9622 4350
fx: 08 9622 4351

belinda.j.robinson@health.wa.gov.au
melissa.macpherson@health.wa.gov.au

~~7.8.2~~ Avon Midland Country Zone of WALGA –

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~~7.8.3~~ Central Country Zone of WALGA –

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~~7.8.4~~ Great Eastern Country Zone of WALGA –

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~~7.8.5~~ Wheatbelt GP Network (Inc) –

Chief Executive Officer
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Northam 6401

ph: 08 9621 1530
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~~7.8.6~~ Wheatbelt Development Commission

Chief Executive Officer
PO Box 250
Northam 6401

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breanne.chrimsteresa.drew@wheatbelt.wa.gov.au

8.7 Regional Development Australia Wheatbelt

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<u>PO Box 5</u>	<u>F: (08) 9625 1504</u>
<u>Meckering 6405</u>	<u>rebekah.burges@rdawheatbelt.com.au</u>

8 Signatures

Mr ~~Wayne Salvage~~ Lan Smith
~~Chief Executive Office~~
WA Country Health Service

Cr Pat Hooper
President
Avon-Midland Country Zone

Cr ~~Richard Chadwick~~ Jim Sullivan
President
Central Country Zone

Cr ~~Eddie Garner~~ Eileen O'Connell
President
Great Eastern Country Zone

Dr Duncan Steed
Chairman
Wheatbelt GP Network Inc

Mr ~~Darren West~~ Tim Shackleton
Chairman
Wheatbelt Development Commission

Mrs Cynthia McMorran OAM JP
Chair
Regional Development Australia Wheatbelt

~~Schedule 1 – Units reporting to WACHS-Wheatbelt~~

~~Hospital and Aged Care Services~~ —————
~~Beverley Hospital~~
~~Boddington Hospital~~
~~Bruce Rock Memorial Hospital~~
~~Cervantes Nursing Post~~
~~Corrigin Hospital~~
~~Cunderdin Hospital~~
~~Dalwallinu Hospital~~
~~Dumbleyung Memorial Service~~
~~Goomalling Hospital~~
~~Kellerberrin Memorial Hospital~~
~~Kondinin Districts Health Service~~
~~Kukerin Nursing Post~~
~~Kununoppin Health Service~~
~~Lake Grace Hospital~~
~~Merredin Hospital~~
~~Moora Hospital~~
~~Mukinbudin Nursing Post~~
~~Narembeen Memorial Hospital~~
~~Narrogin Hospital~~
~~Northam Hospital~~
~~Pingelly Hospital~~
~~Quairading Hospital~~
~~Southern Cross Hospital~~
~~Wagin Hospital~~
~~Wickepin Nursing Post~~
~~Williams Nursing Post~~
~~Wongan Hills Hospital~~
~~Wyalkatchem-Koorda & Districts Hospital~~
~~York Hospital~~

~~Aged Care Services~~ —————
~~Avon Hospice~~
~~Kalkarni Residency~~
~~Narrogin Aged Care Assessment Team~~
~~Northam Aged Care Assessment Team~~

~~Community & Public Health Services~~ —————
~~Avon and Central Primary Health Service~~
~~Boddington Community Health Service~~
~~Brookton Community Health Service~~
~~Coastal Health Service~~
~~Dandaragan Community Health Service~~
~~Gingin Community Health Service~~
~~Goomalling Community Health Service~~
~~Jurien Bay Health Centre~~
~~Kellerberrin Community Health Service~~
~~Koorda Community Health Service~~
~~Lancelin Health Centre~~
~~Merredin Community Health Service~~
~~Moora Community and Child Health Service~~
~~Southern Cross Community Health Service~~
~~Southern Wheatbelt Primary Health Service~~
~~Wagin Community Health Service~~
~~Wheatbelt Public Health Unit~~
~~Wongan Community Health Centre~~
~~Wyalkatchem Community Health Service~~

~~Mental Health Services~~ —————
~~Narrogin Mental Health Service~~
~~Wheatbelt Mental Health Service~~

Schedule 12 – Member Councils of the Zones

As notified at December 2010

	Endorsed by	Not endorsed by
Avon-Midland Country Zone of WALGA	Chittering Dalwallinu Dandaragan Gingin Goomalling Moora Northam Toodyay Victoria Plains Wongan-Ballidu York	
Central Country Zone of WALGA	Beverley Brookton Corrigin Cuballing Dumbleyung Kulin Lake Grace Narrogin Shire Narrogin Town Pingelly Quairading Wagin Wandering West Arthur Wickepin Williams	
Great Eastern Country Zone of WALGA	Bruce Rock Cunderdin Dowerin Kellerberrin Kondinin Koorda Merredin Mt Marshall Mukinbudin Narembeen Nungarin Trayning Westonia Wyalkathem Yilgarn	Tammin

Schedule 3-2 – Inter-governmental Agreement

Taken from - <http://www.alga.asn.au/policy/finance/costshifting/iga/fulltext.php>
(as text or PDF)

Inter-governmental agreement establishing principles to guide Inter-governmental relations on local government matters

The Parties to this Agreement are:

- THE COMMONWEALTH OF AUSTRALIA ('the Commonwealth') and
- THE STATE OF NEW SOUTH WALES;
- THE STATE OF VICTORIA;
- THE STATE OF QUEENSLAND;
- THE STATE OF WESTERN AUSTRALIA;
- THE STATE OF SOUTH AUSTRALIA;
- THE STATE OF TASMANIA;
- THE AUSTRALIAN CAPITAL TERRITORY;
- THE NORTHERN TERRITORY OF AUSTRALIA
(collectively called the 'States and Territories'); and
- THE AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION.

This Agreement takes effect in respect of a state or territory when signed by the Commonwealth, the Australian Local Government Association and the state or territory.

WHEREAS –

The Commonwealth, States and Territories and the Australian Local Government Association (representing the interests of local government), acknowledging that local government is established and regulated under state and territory constitutions and legislation, agree there is a need to develop a framework to improve the way the three spheres of government relate to each other in achieving the best possible outcomes for communities, including the establishment of principles guiding the allocation of roles and responsibilities in relation to services and functions between local government and the other spheres of government and how services are funded and delivered to the community at the local level:

IT IS HEREBY AGREED THAT:

PART I - FUNDAMENTAL PRINCIPLES OF THIS AGREEMENT

1. The parties are committed to achieving an open and productive relationship between the three spheres of government.
2. The parties acknowledge the need for services and functions to be provided to communities

in an efficient and effective manner.

3. The parties agree in principle that where local government is asked or required by the Commonwealth Government or a state or territory government to provide a service or function to the people of Australia, any consequential financial impact is to be considered within the context of the capacity of local government.
4. The purpose of this Agreement is to:
 - i. encourage the conduct of positive and productive relations between the three spheres of government in a spirit of respect with an emphasis on partnership and co-operation through the adherence to the broad based principles as outlined in Part III; and
 - ii. provide an overarching framework as outlined in Part IV from which further agreements covering specific services and functions should be developed.
5. The achievement of the Agreement's purpose will result in:
 - i. improved relationships between the three spheres of government by facilitating an open exchange of information and by encouraging greater co-operation;
 - ii. the promotion of more effective and efficient government;
 - iii. greater transparency in the financial arrangements between the three spheres of government in relation to local government services and functions;
 - iv. effective consultation with local government, through local government peak representative bodies where appropriate, on the delivery of services and functions.

PART II - EXISTING ARRANGEMENTS

6. This Agreement does not override, or detract from, or add to any legislation or commitments entered into as part of existing arrangements between local government and other spheres of government.

PART III - GUIDING PRINCIPLES FOR ARRANGEMENTS BETWEEN THE COMMONWEALTH OR STATES OR TERRITORIES AND LOCAL GOVERNMENT

7. Pursuant to the objectives outlined in Clause 5, the following principles in this Part are to be reflected in future arrangements between the three spheres of government for the delivery of services and functions by local government.
8. Where the Commonwealth or a state or a territory seeks through non-regulatory means, the provision by local government of a service or function they shall:
 - i. respect the right of local governing bodies to decide whether they will accept the responsibility for the delivery of a service or function on behalf of another sphere of government;
 - ii. negotiate on service delivery standards, financial arrangements and implementation with the relevant local governing bodies, or the relevant peak local government representative body;
 - iii. be responsible for developing their own programmes, where appropriate, including responsibility for programme design, determination of policy objectives, service delivery standards and funding;
 - iv. where possible reach agreement with the relevant local governing bodies or peak local government representative body on the terms and conditions.
9. Where the Commonwealth or a state or a territory and local government propose that a service or function should be jointly provided, they shall:
 - i. agree to the objectives, design, standards, and shared funding arrangements prior to the implementation of the service or function;
 - ii. where applicable, negotiate with the relevant local governing bodies, including the

relevant peak local government representative body.

10. Where the Commonwealth or a state or territory intends to impose a legislative or regulatory requirement specifically on local government for the provision of a service or function, subject to exceptional circumstances, it shall consult with the relevant peak local government representative body and ensure the financial implications and other impacts for local government are taken into account.
11. For its part, in order to achieve the objectives of this Agreement, local government commits to sound public governance through:
 - i. good fiscal management by working towards:
 - a) prudent management of assets and liabilities;
 - b) ensuring that revenue and spending decisions have regard to their effect on future generations and ongoing financial sustainability;
 - ii. ensuring that its decisions on service delivery and the provision and maintenance of infrastructure are made with due regard to available, existing and anticipated future financial resources and competing priorities;
 - iii. improving its practices including strategic planning at local and regional levels, prudent borrowing and appropriate pricing regimes;
 - iv. being responsible for funding functions it chooses to undertake in an area of responsibility of other spheres of government, in addition to funding its existing core functions.

PART IV - FRAMEWORK FOR FURTHER AGREEMENTS BETWEEN LOCAL GOVERNMENT AND THE OTHER SPHERES OF GOVERNMENT

12. An agreement with local government for delivery of services or functions will address the following elements:
 - a) Outcomes
 - i. The agreement should clearly state why an arrangement with local government is appropriate.
 - ii. The agreement should state the overall policy purpose of the service or function.
 - iii. Agreed outcome measures are presented and an explanation is provided of the fitness for purpose of those measures.
 - iv. Priority should be on demonstrated commitment to achieving outcomes rather than an input focus.
 - b) Roles and responsibilities
 - i. The agreement should clearly define the responsibilities of each level of government.
 - ii. The type of arrangement under Part III should be explicitly stated within the agreement.
 - iii. Arrangements for recognising all involved parties in publicity and media releases should be specified.
 - c) Clear financial mechanisms
 - i. Any agreement will be accompanied by a clear statement on financial arrangements and accountability obligations of the parties to the agreement.
 - ii. Agreements should provide predictability and stability, to enable forward planning to be undertaken by each sphere of government.
 - iii. Agreements should specify an expiration date for the end of the agreement and if appropriate, include clearly defined options for renegotiating or renewing the

agreement, including sufficient notice period for this to occur.

- d) Monitoring and evaluation
Each agreement should specify how progress under the new agreement is to be monitored, evaluated and reported (including against performance indicators where appropriate).
- e) Changes to Agreements
If any signatory to an agreement proposes a change to that agreement, or a related document, the changes shall take effect from a date the parties to the agreement agree to, after the parties to the agreement have mutually agreed in writing to the changes.
- f) Dispute resolution
Each agreement shall include a dispute resolution procedure.

PART V - REVIEW AND COMPLIANCE

- 13. The Local Government and Planning Ministers' Council, or its successor Ministerial Council, shall review the progress of the implementation of this Agreement and assess compliance by the parties with this Agreement.
- 14. Questions of the application of this Agreement are to be considered by the Local Government and Planning Ministers' Council including out of session, if they are unable to be resolved by the parties directly.
- 15. This Agreement will be evaluated by the Local Government and Planning Ministers' Council or its successor Ministerial Council, not more than five years after the date of commencement of the Agreement.

PART VI - INTERPRETATION

- 16. In this Agreement:
 - "local governing bodies" means local governing bodies eligible to be allocated funding under the Local Government (Financial Assistance) Act 1995 (Cth).
 - "non-regulatory means" refers to any method whereby the Commonwealth or a State or Territory seeks to have local government provide a service or function, other than by imposing a legislative or regulatory requirement specifically on local government.
 - "peak local government representative body" means the Australian Local Government Association or the associations recognised in the legislation of a State or Territory regulating local government as the peak local government representative body in that jurisdiction.
 - "services and functions" includes the provision of infrastructure, but does not include the provision of information and reporting to meet public governance requirements, an increase in community standards or the consequential impacts on local government of generally applicable legislation or policies.

SIGNED by:

The Honourable James Eric Lloyd MP
Minister for Local Government of the Commonwealth of Australia

The Honourable Kerry Arthur Hickey MP
Minister for Local Government of the State of New South Wales

The Honourable Candy Celeste Broad MLC
Minister for Local Government of the State of Victoria

The Honourable Desley Boyle MP
Minister for Local Government of the State of Queensland

The Honourable Jonathan Robert Ford MLC
Minister for Local Government and Regional Development of the State of Western Australia

The Honourable Jennifer Mary Rankine MP
Minister for Local Government of the State of South Australia

The Honourable Paul Anthony Lennon MHA
Premier and Minister for Local Government of the State of Tasmania

Mr Andrew Barr MLA
Acting Minister for Urban Services of the Australian Capital Territory

Mr Elliot McAdam MLA
Minister for Local Government of the Northern Territory of Australia

Councillor Paul Bell AM
President of the Australian Local Government Association

12 April 2006