



Dr Brian Gordon
Principal Research Officer
Community Development and Justice Standing Committee
Legislative Assembly
Parliament House
PERTH WA 6000

Dear Dr Gordon

FINAL SUBMISSION FROM WHEATBELT DEVELOPMENT COMMISSION

Please find enclosed a more comprehensive version of the draft notes, which I provided when appearing before the committee earlier this month.

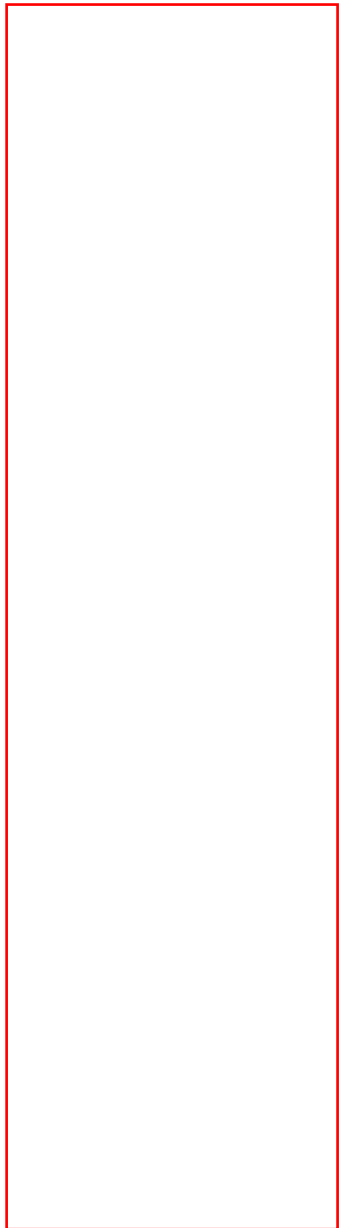
I have nonetheless chosen to keep the information concise, on the basis there are so many instances and examples, which could support this topic of research.

As requested by the committee, copies of the Memorandum of Intent between the commission and WA Country Health Service and the Memorandum of Understanding between those two organisation and the zones of local government and the Wheatbelt Division of General Practice, are attached.

Please note that last week the third and final zone of local government voted by majority to join the MOU group, a great achievement after nearly twelve months of debate.

I also anticipate the Chief Executive Officer of WA Country Health Service will soon be sending me a letter, confirming his belief that this group is the only potential structure to assist in substantial health service delivery reform in the region.

Please note I have added a few comments about mental health services, which WA Country Health Service have recognised as a particular problem.



Should any aspect require clarification please contact me.

Yours sincerely

A handwritten signature in blue ink that reads "David Singe". The signature is written in a cursive style with a large initial 'D'.

DAVID SINGE
Chief Executive Officer

31 March 2008

COMMUNITY DEVELOPMENT AND JUSTICE STANDING COMMITTEE - INQUIRY INTO COLLABORATIVE APPROACHES IN GOVERNMENT

**Wheatbelt Development Commission Response
March 2008**

HEALTH

The health industry, as well as being an essential service is also one of the region's biggest employers. In the Wheatbelt it is dominated by the state, where a network of twenty-three inland hospitals provide the core services for acute care.

The service delivery model is dated and has been manipulated into a level of flexibility that has seen some successes (Commonwealth/State Multi Purpose Services), but failed to address problems of massive service-delivery leakage out of the region (patients going to Perth).

The Wheatbelt Development commission recognised that fundamental improvements were needed to ensure people remained in and are attracted to live in the region.

Significant points:

The Country Health review in October 2003 recommended a series of Regional Resource Centres for each region, except the Wheatbelt. Copy provided, refer to page 23.

Having unsuccessfully argued the point about the need for one, the commission board invited the Chief Executive Officer of WA Country Health Service to a board meeting.

The Chief Executive Officer admitted that health delivery had failed the region and the commission offered a formal, long-term partnership to fix this.

This is now a memorandum of intent (MOI) formally signed by both bodies. A copy of this MOI is provided.

Concurrently, the commission sought and received support from the Minister for the MidWest and Wheatbelt (Hon Kim Chance MLC) to lobby for the regional boundaries of WA Country Health Service to match the development commissions. This was successful.

The MOI spawned discussion with other stakeholders and there is now a memorandum of understanding (MOU) between the commission, WA Country Health Service, most local government and the Wheatbelt General Practice

Network. This is focussed on partnership behaviour. Copy of the MOU provided.

Mental Health services remain insufficient, having only a short history compared with other services.

While the quality of the service is very sound it is under-resourced and operating in crowded conditions due to limited floor space requirements.

There would be potential to collocate this with the region's under-resourced drug and alcohol support unit and possibly the Rural Community Legal Service. All would benefit through this principle.

Measures of achievement:

- The engagement of local government on a collective (WALGA zones) basis is a rarity. This is not universal, as a few councils have opted out individually.
- Local government leaders defending the partnership to their critics
- The inclusion of doctors in the region, who are regarded by some as partnership pariahs.
- The discussional willingness of the GP's to take initiative on restructuring their own service provisions.
- The initial consultant's report focussing on the major issues at hand was completed.

EDUCATION AND TRAINING

The education and training industry is both a service and one of the region's biggest employers. In the Wheatbelt it is dominated by the state, with nearly ninety schools. There is a number of independent schools.

Education is a vexatious issue, dominated by the beliefs of parents, and highly individual due to the impact of values in deciding where children will attend school. This applies more frequently to secondary than primary level.

The commission has watched the annual process of school closures with discomfort, sensing that the processes leading to the decision are largely hidden and not based on a bigger regional economic and social picture.

Similarly, board and staff members have listened to many anecdotes about subject availability, distances travelled, academic and behavioural standards in class and the lack of linkages between the schools and the communities.

The commission (in its previous form before 1993) created and drove the community-based process to create the now CYO'Connor TAFE College, against the preferences of the portfolio of the day.

Significant points:

Education is, anecdotally, one of the most significant reasons for people leaving the Wheatbelt, despite a sound primary school system.

The education portfolio appears one of the most insular in the state system.

The commission supported innovative work on analysing and improving the relationship between the school and community, with a pilot programme in Lake Grace. Its success was not recognised or leveraged by the department.

The commission has supported a UWA Honours student to research her topic in Wheatbelt South and she achieved First Class honours while working for us.

Education has ignored all offers to establish a partnership with the commission for the betterment of education service delivery.

The department's regional boundaries have poor correlation to the ABS boundaries successfully used by many other agencies

The enhanced Rural and Remote Education Advisory Council (RREAC) is a breath of fresh air.

The commission's wider interest in and partnership with the TAFE college has been adversely tested by perceived governance issues at the college.

Measures of achievement:

- Working with RREAC.
- Nothing else

AVON COMMUNITY DEVELOPMENT FOUNDATION

In pre-commission times (1989) the Wheatbelt Office of Department of Regional Development and the North West, ran a conference for about 85 people at Muresk, on the topic of regional development.

As a consequence of the speech by Harry Martin, President of the Tupelo Community Development Foundation in Mississippi, two foundations were formed in the Wheatbelt – in the Avon and the Central Midlands.

The Avon Community Development Foundation (ACDF) has been a partner with the commission ever since.

ACDF has state government, local government and private business members. Its objective is to assist development in the Avon.

WDC and ACDF agreed on three projects – the development of a regional secondary industry site, the creation of a community college (now TAFE) and the development of aged care facilities.

ACDF lead on the industry site and aged care and the WDC on the college.

First to start was the new college. In 1995 the aged care residency opened, under the management of the ACDF.

Ten years from the start and the first manufacturing business opened at the Avon Industrial Park.

The ACDF sold the residency to a specialist operator and now has some significant funds to use for presently undetermined purposes.

LandCorp owns the Avon Industrial Park and Stage Two is under construction. The ACDF, through the now-defunct Meenaar Industrial Park Trust, contributed the first \$450,000 (\$ mid 90's) to encourage a reluctant State bureaucracy to support the park's creation.

The Avon Industrial Park Advisory Board advises the Minister for the Wheatbelt, Hon Kim Chance MLC, on the park's strategic direction. Cabinet appoints the board members. There is a minority of State public servants on the Board and the Chair is nominated to the Minister by the ACDF, in recognition of their special historic and continuing role. It took two and a half years to the point of Cabinet agreement for the structure.

Hon Alannah McTiernan is the Minister responsible for LandCorp.

Significant points:

A rare opportunity to create an organisation and then partner with it for the long-term.

The need for well-considered membership between the organisations so that overlap is achieved and duplication is prevented.

The maintenance of a lasting multi-funded foundation can never be assumed and there is plenty of effort needed to achieve this.

Government agencies are saving significant money and staff because the model employs a person outside the public service, more cheaply and effectively than otherwise. That person is able to operate on business processes rather than within the public service.

Changes of key employees have not yet occurred and will tax the personal commitment and understanding one day.

The commission needs to be the central player as the glue for the partnerships, especially in times of structural and political challenges.

The successes of the model are considerable.

Measures of achievement:

- ACDF is alive, well and financial
- The Avon Industrial Park Advisory Board is (we believe) unique in the WA system of government for its membership structure and community engagement
- The Avon Industrial Park is growing steadily, fuelled by the inevitable expense of large tracts of land in Perth and the park's location.
- Whether the model is able to remain in place when our Minister retires at the next election. Cross-portfolio/cross-Ministerial models are not vogue.
- Whether the region successfully continues to reassure LandCorp that the model works for them – potential lack of corporate knowledge in the agency, which erodes shared values.

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STRATEGIC AND REGIONAL PLANNING

The Wheatbelt was only recognised as a single government administrative region in the early 1990's. There was no history of strategic or regional planning for the region.

Commencing in pre-commission times, regional development (in the Wheatbelt) lobbied for a Central Coast Planning Strategy. Ultimately successful after more than two years' lobbying, the strategy became a robust partnership of State and local government.

The informal committee became a standing committee of the Planning Commission and was the only such committee chaired by a non-Planning Commission employee (Gary Snook, then President of Dandaragan Shire). The committee had a minority of public servants on it.

The Avon Arc became the second (and only other) part of the region to have a strategy. The partnership and composition of the committee was in accordance with the standard structure of the Planning portfolio, with a portfolio committee and a working party supporting it. The structure and the

culture were considerably different to the Central Coast. It failed to engender the sense of local ownership of the coast's model.

Neither strategy was reviewed when scheduled and some years have left both outdated. Neither document had statutory status.

In response to a meeting between the WDC and the Minister for Planning and Infrastructure in mid 2006, the commission set out to review local government's views on the dated strategies.

The Minister correctly redefined the boundaries of the Avon Arc. This made the task easier within the Toodyay-Brookton boundaries. The inability of the Shires of Chittering and Gingin, in particular, to engage with each other, and the collateral difficulties for the Shire of Dandaragan, made a collective position impossible.

After a hiatus of some years, the Department of Planning and Infrastructure is working on a new Avon Arc Strategy. Regular engagement with the commission is a feature of the process, but only by virtue of the staff involved. There is no underpinning formal partnership.

A Central Midlands Strategy, including Chittering, Moora, Victoria Plains, Dalwallinu and Wongan Ballidu and the commission and DPI, has softened the difficulties in the "Triangle" of Gingin, Chittering and Dandaragan. Its origins rested with the commission, which undertook an economic analysis of the sub-region's activities, rather than arguing a population-based analysis.

The Central Coast does remain in limbo, and the commission is currently working with the Shire of Dandaragan to create a framework for a partnership with other players

Significant points:

The sunset clause review of existing strategies/plans delivers no commitment without some interagency, cross-ministerial commitment.

State government procrastination causes local government to be understandably sceptical and intransigent.

Models of partnership and engagement need to vary.

All partnerships and committees created should be intended to maximise the participation of regional and community leaders.

Quality, influential strategic planning can be achieved with uncomplicated, concepts and documents.

Formal membership of Planning Commission committees by regional development nominees would assist in the planning partnership task.

Measures of achievement:

- Continuity of strategic planning frameworks, as they reach their review dates.
- The projects and successful administration of issues arising from the strategies (the Central Coast was a great example)
- Continuous engagement of local government in the strategic and regional levels of planning.
- Binding partnership between the responsible ministers, who need to recognise KPI's based on multi-portfolio skills to deliver a result.

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 2

AND

CENTRAL WHEATBELT DIVISION OF GENERAL PRACTICE (INC) (CWDGP)

AND

WHEATBELT DEVELOPMENT COMMISSION (WDC)

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 principles

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 principles 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 or function without corresponding transfer of resource funding.

2.2 Principles

- 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

- 3.1 The parties will develop their partnership progressively through a commitment to communicate, consult and work together on health related issues and projects.
- 3.2 The parties recognise that issues for 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 HACC, 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
 - g) Alignment of boundaries

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 the 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 CWDGP 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 not more than three participating delegates, although observers may speak by invitation of the Chair, (each Zone being a separate party)
 - the Chair of the meeting to be chosen by the delegates at the meeting,
 - the Zones will share administrative responsibility of the MOU and any joint meeting of parties, for the duration of the MOU.

4.5 It is agreed that media releases relating to the MOU, or associated discussions, will be made jointly, as agreed by the Principal Contacts named in clause 7 (or person acting in that capacity).

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 a written modification, signed and dated by all parties, prior to any changes being performed.
- c) Participation 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 Strategic Plan does not imply acceptance of the Plan, by the Councils of the Zones, WDC or CWDGP.

6 Operational date

This MOU commences once signed by all parties.

7 Principal contacts

7.1 WA Country Health Service – Wheatbelt–

7.2 Avon-Midland Country Zone of WALGA –

7.3 Central Country Zone of WALGA –

7.4 Great Eastern Country Zone of WALGA –

7.5 Central Wheatbelt Division of General Practice (Inc) –

7.6 Wheatbelt Development Commission –

8 Signatures

WA Country Health Service

Avon-Midland Country Zone

Central Country Zone

Great Eastern Country Zone

Central Wheatbelt Division of General Practice (Inc)

Wheatbelt Development Commission

Schedule 1 – Units reporting to WACHS – Wheatbelt

Hospital and Aged Care Services

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

** Narrogin and Northam do not provide aged care services*

Aged Care Services

Avon Hospice
Brookton Nursing Home
Wheatbelt Aged Care Unit incorporating

- Narrogin Aged Care Assessment Team
- Northam Aged Care Assessment Team

Wheatbelt Population Health Unit

Avon Central Primary Health Service
Eastern Wheatbelt Primary Health Service
Upper Great Southern Primary Health Service
Western Coastal Primary Health Service
Wheatbelt Public Health Unit

Mental Health Services

Great Southern Mental Health Service (Narrogin)
Wheatbelt Mental Health Service

Schedule 2 – Member Councils of the Zones

As notified at 4 September 2006

	<u>Endorsed by</u>	<u>Not endorsed by</u>
Avon-Midland Country Zone		Not endorsed by Zone as at 16 November 2006
Central Country Zone of WALGA	Beverley Brookton Corrigin Cuballing Dumbleyung Kulin Pingelly Quairading Wagin Wandering West Arthur Wickepin Williams	
Great Eastern Country Zone of WALGA	Bruce Rock Cunderdin Dowerin Kellerberrin Kondinin Koorda Merredin Mt Marshall Narembeen Nungarin Trayning Westonia Wyalkatchem Yilgarn	Tammin

Schedule 3 – 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

MEMORANDUM OF UNDERSTANDING

Between the Wheatbelt Development Commission and the WA Country Health Service

PREAMBLE

This Memorandum of Understanding (MOU) between the WA Country Health Service (WACHS) and the Wheatbelt Development Commission (the Commission) specifies the terms and conditions imposed on both entities in their partnership to further health reform in the Wheatbelt region.

EFFECT PERIOD

This MOU will come into effect as from the date of signing and will be reviewed every 12 months from that effective date.

AGREED PARTNERSHIP

The Commission and WACHS agree to work together to implement the required health reforms in the Wheatbelt region.

The Commission is committed to health reform in the Wheatbelt region providing that this reform:

- Realigns resources away from fixed costs and towards health service delivery in line with budget forward estimates
- Recognises the importance of the regional centres of Northam, Narrogin, Moora and Merredin and that different strategies will be needed to develop required service delivery
- Achieves health service delivery levels that are agreed upon by both the DoH and communities
- Involves effective consultation with key local stakeholders and local communities concerning proposed changes in health facilities and/or services
- Improves the relationship between metropolitan and country health services with the goal to reduce the dependence of Wheatbelt residents on the metropolitan health services
- Has no significant negative impact on employment rates within the Wheatbelt in health service delivery

WACHS as the lead agency in the implementation of health reforms agrees to seek and take advice from the Commission on issues that affect regional development in the region. These include:

- Providing input into the Health Services Plan for the Wheatbelt
- Review and implementation of an effective community/stakeholder input mechanism (eg: DHACs, regional council, local advisory groups, etc)

Both parties agree to foster and strengthen relationships between each other to ensure that the health reform process in the Wheatbelt region delivers the best possible outcomes for the Wheatbelt community.

CONFIDENTIALITY

Both parties will:

- Maintain confidentiality and not divulge information deemed confidential or sensitive. If there is uncertainty, they must seek direction from the other party.
- Not misuse information obtained in the course of his/hers duties for direct or indirect gain, or to do harm to other people or the Commission or WACHS.
- Respect the privacy of individuals

CONFLICT RESOLUTION

The signatories to this MOU are committed to the principles of avoidance of disputes. Further, both parties are committed to the partnering process to ensure professional relationships are maintained and fostered.

In the event of a grievance or dispute, the parties agree to participate in consultation to resolve all matters relating to the operation of this MOU and to matters of personal grievance in a timely and conciliatory manner.

The parties agree to elect a Conciliation Committee consisting of two members, one from the Commission and one from WACHS. The Commission and WACHS will elect such members. This Committee will conciliate on all matters referred to it, including but not limited to issues of interpretation of this MOU. The Committee will make recommendations to both parties to resolve contentious matters.

In the absence of internal resolution to any dispute, either party may refer the matter to an agreed independent arbitrator, the decision of whom will be binding and final.

HEALTH WORKING PARTY

The Commission maintains a health working party (HWP), which is a committee of the Board of the Commission. This HWP consists of community people interested in health service delivery in the region. As part of the MOU, a representative from WACHS will be a member of the HWP.

SIGNATORIES TO THE MEMORANDUM OF UNDERSTANDING

I have read this Memorandum of Understanding between the Wheatbelt Development Commission and the WA Country Health Service and agree to abide by its contents.

WA Country Health Service

WA Country Health Service
NORTHAM WA 6401

Wheatbelt Development Commission

WDC

Day

Month

Year