

# **Service Agreement Deed of Amendment (Abridged)**

An agreement between:

**Department of Health Chief Executive Officer**

and

**the Quadriplegic Centre**

for the period

1 July 2021 – 30 June 2022

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## BACKGROUND

- A. With effect from 1 July 2021, pursuant to section 46 of the *Health Services Act 2016* (the Act) the Parties entered into a 2021-22 Service Agreement (Interim). Section 46(4) of the Act provides that the 2021-22 Service Agreement (Interim) is binding on the Parties.
- B. The 2021-22 Service Agreement (Interim) details the health services that the Department CEO will purchase from the Quadriplegic Centre (QC) and the health services QC will deliver during the 2021-22 financial year.
- C. The 2021-22 Service Agreement (Interim) was issued on an interim basis due to delivery of the 2021-22 State Budget being delayed to 9 September 2021, following the 13 March 2021 State election.
- D. Updated 2021-22 budget allocations have been advised by letter to the QC where applicable since 1 July 2021.
- E. This Deed of Amendment reflects adjustments to the 2021-22 Service Agreement (Interim) resulting from the 2021-22 State Budget, the 2021-22 Mid-year Review, the 2022-23 budget process and other WA health system allocation adjustments since the 2021-22 Service Agreement (Interim) was issued.
- F. Section 50 of the Act stipulates that a Party that wants to amend the terms of the Service Agreement must provide written notice of the proposed amendment to the other party. This written notice was provided to QC on 16 December 2021.
- G. This Deed is executed in accordance with section 41 of the Act.

## DEFINED TERMS

In this Deed:

1. **Deed** means the 2021-22 Deed of Amendment.

## **1. OPERATION OF AMENDMENTS**

The 2021-22 Service Agreement (Interim) will be read and construed subject to this Deed, and in all other respects the provisions of the 2021-22 Service Agreement (Interim) are confirmed, and subject to the terms of the amendments contained in this Deed, will continue in full force and effect in accordance with its terms.

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by any other Party to give effect to this Deed.

This Deed is governed by and will be construed according to the laws in force in Western Australia.

## **2. ENTIRE AGREEMENT**

This Deed together with the 2021-22 Service Agreement (Interim) constitutes the entire agreement between the Parties and supersedes any previous agreement between the Parties as to the subject matter of this Deed.

## **3. AMENDMENTS TO SERVICE AGREEMENT**

With effect from the date of this Deed the Parties agree that the 2021-22 Service Agreement (Interim) is varied so that:

- (a) The heading and text in Section 4.3 “Health Support Services” of the 2021-22 Service Agreement (Interim) is deleted. This amendment removes the requirement to prepare a Service Level Agreement with HSS.
- (b) The heading and text in Section 4.4 “PathWest” of the 2021-22 Service Agreement (Interim) is deleted. This amendment removes the requirement to prepare a Service Level Agreement with PathWest.
- (c) The Schedule B: Quadriplegic Centre Summary of Activity and Funding table at page 23 of the 2021-22 Service Agreement (Interim) is amended. This amendment is attached hereto and marked as Annexure 1.

## **4. PUBLICATION OF DEED**

The Department will publish an abridged version of this Deed on the WA Health internet site, in accordance with Schedule D9 of the National Health Reform Agreement. Any subsequent amendments to this Deed together with the Service Agreement will also be published in accordance with Schedule D9 of the National Health Reform Agreement.

## 5. EXECUTION

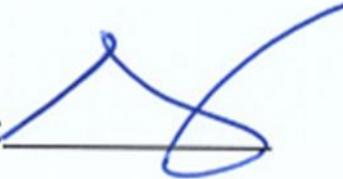
Executed as a Deed of Amendment in the State of Western Australia.

### Parties to the Agreement:

Department CEO

Dr D J Russell-Weisz  
Director General  
Department of Health

Date: 12/5/22

Signed: 

The Common Seal of the  
Quadriplegic Centre )  
was hereunto affixed in the presence of: )



Lynda Emerson  
A/Chief Executive  
Quadriplegic Centre

Date: 10/05/2022

Signed: Lynda Emerson

## Annexure 1

### B: Quadriplegic Centre Summary of Activity and Funding

OBM Service	2021-22		2021-22		2022-23		2023-24		2024-25	
	Service Agreement (Interim)		Deed of Amendment		Forward Estimate		Forward Estimate		Forward Estimate	
	WALUs	\$'000	WALUs	\$'000	WALUs	\$'000	WALUs	\$'000	WALUs	\$'000
1. Public Hospital Admitted Services	—	—	—	—	<b>NOT APPLICABLE</b>					
2. Public Hospital Emergency Services	—	—	—	—						
3. Public Hospital Non-Admitted Services	—	—	—	—						
4. Mental Health Services	—	—	—	—						
5. Aged and Continuing Care Services	—	6,835	—	6,774						
6. Public and Community Health Services	—	—	—	—						
7. Pathology Services	—	—	—	—						
8. Community Dental Health Services	—	—	—	—						
9. Small Rural Hospital Services	—	—	—	—						
10. Health System Management - Policy and Corporate Services	—	—	—	—						
11. Health Support Services	—	—	—	—						
Government Corrective Measures	—	(188)	—	(177)						
Health Allocation Adjustments (HAA)	—	—	—	—						
<b>Total—Activity and Funding</b>	—	<b>6,647</b>	—	<b>6,597</b>						
Less Income	—	(479)	—	(479)						
<b>Net—Activity and Funding</b>	—	<b>6,168</b>	—	<b>6,118</b>						

1. The allocations included in “Less Income” have been subject to a changed classification standard which means that significant items previously included in Own Source Revenue have been re-classified as sourced from the Government sector.