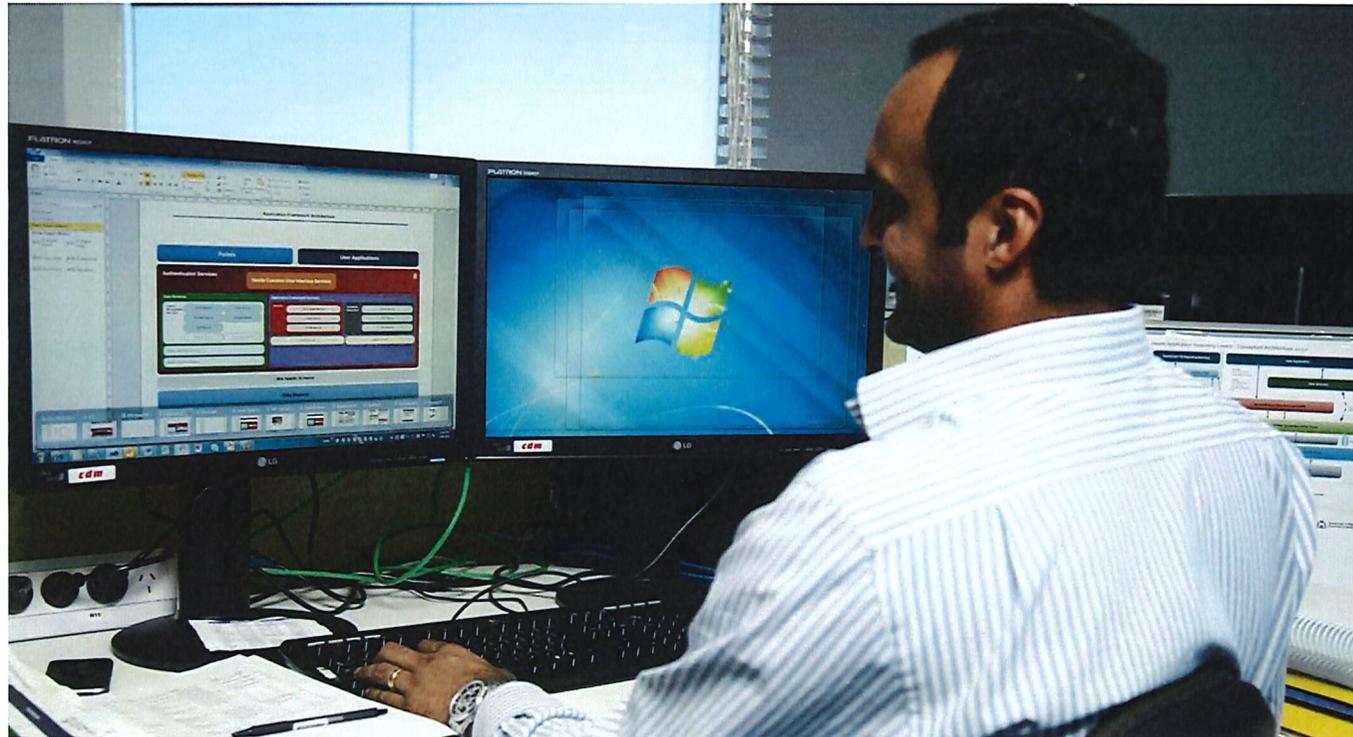




Government of Western Australia
Department of Health

Quadriplegic Centre Service Agreement 2016-17 Deed of Amendment February 2017

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This Deed is made on 13 February 2017.

Parties

Quadriplgic Centre of Quadriplegic Centre Board of
Management, Subiaco, WA 6904
(the Centre)

Department CEO, Dr David J Russell-Weisz Director General,
Department of Health of 189 Royal Street East Perth, WA
6004
(Department CEO)

1. Background

The WA Health System has the meaning given under Section 19(1) of the Act. The Department CEO is recognised as the System Manager of the WA Health System under Section 19(2) of the Act.

On 1 July 2016, pursuant to Section 46 of the Act the Parties entered into the Service Agreement. Section 46(4) of the Act provides that the Service Agreement is binding on the Parties.

Section 50 of the Act stipulates that a Party that wants to amend the terms of the agreed Service Agreement must provide written notice of the proposed amendment to the other Party. A term decided under this Section by the Department CEO must be included in the Service Agreement. The Parties agree that the Service Agreement is amended in the manner specified in Section 50 of the Act.

2. Definition and interpretation

“Act” means the *Health Services Act 2016*.

“Deed” means this deed of amendment.

“Parties” means the parties to the Service Agreement and to the Deed.

“Party” means any one of the parties to the Service Agreement and to the Deed.

“Service Agreement” means the Quadriplegic Centre Service Agreement 2016-17 between the Parties and as amended from time to time including all schedules and annexures.

3. Terms of Amendment

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

Each Party will bear its own legal costs and other expenses in connection with this Deed.

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 together with the Service Agreement constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this Deed.

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

4. Amendments to Service Agreement

With effect from the date of this Deed the Parties agree that the Service Agreement is varied so that:

- (a) Section 3 is amended to insert the following paragraph after the existing first paragraph and before the existing second paragraph:

“Pursuant to Section 46(3) of the *Health Services Act 2016* the Service Agreement includes the health services to be provided by Health Service Providers that are within the overall expense limit set by the Department CEO in accordance with the State Government’s purchasing intentions”.

- (b) Section 3 is amended to insert the following paragraph after the existing sixth paragraph and before the existing seventh paragraph:

“The Centre may agree with any Health Service Provider for that Health Service Provider to provide services to the Centre according to the Centres’ business needs. The Centre remains responsible for ensuring that it meets the performance measures and operational targets for the provision of the services”.

- (c) The existing Summary of Activity and Funding table at page 10 of the Service Agreement is amended This amendment is attached hereunto and marked as Annexure 1.

- (d) The existing Schedule J: Cash Budget table at page 11 of the Service Agreement is amended. This amendment is attached hereunto and marked as Annexure 2.

- (e) The existing Schedule M: Revenue Plan table at page 12 of the Service Agreement is amended. This amendment is attached hereunto and marked as Annexure 3.

- (f) The existing Schedule N: Notional HSS Budget Allocation table at page 13 of the Service Agreement is amended. This amendment is attached hereunto and marked as Annexure 4.

Execution

Executed as a Deed in Western Australia.

Parties to the Agreement:

Department CEO

Dr David J Russell-Weisz
Director General
Department of Health

Date: 7/3/17

Signed: 

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



Dr Stephen Edmondston
Board Chair
Quadriplegic Centre

Date: 20/02/2017

Signed: 

Dr Peter Wynn Owen
Chief Executive
Quadriplegic Centre

Date: 20.02.2017

Signed: 

ANNEXURE 1

Summary of Activity and Funding

	2016-17 Budget		Forward Estimates					
	WAUs (#)	Budget (\$)	2017-18		2018-19		2019-20	
			WAUs (#)	Budget (\$)	WAUs (#)	Budget (\$)	WAUs (#)	Budget (\$)
Quadraplegic Centre	—	12,327,294	—	11,993,891	—	12,222,434	—	12,527,017
ACTIVITY BASED SERVICES	—	—	—	—	—	—	—	—
ABF Schedules	—	—	—	—	—	—	—	—
NON-ACTIVITY BASED SERVICES		12,327,294		11,993,891		12,222,434		12,527,017
Schedule M—Revenue Plan		12,327,294		11,993,891		12,222,434		12,527,017
Quadraplegic Centre		12,327,294		11,993,891		12,222,434		12,527,017

Notes:

1 This table incorporates the Mid-Year Review 2016-17 adjustments.