

Service Agreement Mid-Year Review Deed of Amendment (Abridged)

An agreement between:

Department of Health Chief Executive Officer

And

PathWest Laboratory Medicine WA

for the period

1 July 2017 – 30 June 2018

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BACKGROUND

- A. On 1 July 2017, pursuant to section 46 of the Act the Parties entered into a Service Agreement. Section 46(4) of the Act provides that the Service Agreement is binding on the Parties.
- B. The Service Agreement details the health services that the Department CEO will purchase from the PathWest and the health services the PathWest will deliver during the 2017-18 financial year.
- C. The State budget delivered in September 2017 changed the funding set out in the Service Agreement. After September 2017, the Parties agreed to changes to the Service Agreement and executed the Budget Deed of Amendment.
- D. The State Mid-Year Review published on 20 December 2017 changes the funding set out in the Service Agreement and the Budget Deed of Amendment and an amendment to these is required (MYR Deed).
- E. 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.
- F. This Deed is executed in accordance with section 50 of the Act.

DEFINED TERMS

In this Deed:

1. **Act** means the *Health Services Act 2016*.
2. **Budget Deed of Amendment** means the Deed of Amendment signed by the Parties after the State budget was delivered in September 2017
3. **Deed** means this Deed of Amendment
4. **Parties** means the parties to the Service Agreement and to the MYR Deed and to the Budget Deed of Amendment and “Party” means any one of them
5. **Policy Framework** means a policy framework issued under section 26 of the Act.
6. **Service Agreement** means the Health Service Provider Service Agreement 2017–18 between the Parties and as amended from time-to-time including all schedules and annexures
7. **Schedule** means a schedule to the Service Agreement.

1. OPERATION OF AMENDMENTS

The Service Agreement and the Budget Deed of Amendment will be read and construed subject to this Deed, and in all other respects the provisions of the Service Agreement and the Budget Deed of Amendment are confirmed, and subject to the terms of the amendments contained in this Deed, the Service Agreement and the Budget Deed of Amendment 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 Service Agreement and the Budget Deed of Amendment 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 Service Agreement is varied so that:

- (a) The schedule A: Summary of Activity and Funding table at page 17 of the Service Agreement 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 system 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.

Parties to the Agreement:

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

Parties to the Agreement:

Department CEO

Dr David J Russell-Weisz
Director General
Department of Health

Date: 1/07/18

Signed: 

The Common Seal of the
North Metropolitan Health Service)
was hereunto affixed in the presence of:)

Professor Bryant Stokes AM
Board Chair
North Metropolitan Health Service

Date: 7.3.18

Signed: 



Annexure 1

A: PathWest Summary of Activity and Funding

OBM Service	2016-17 Final Position \$'000	2017-18 Deed of Amendment \$'000	2017-18 Mid-Year Review DOA \$'000	2018-19 Forward Estimate \$'000	2019-20 Forward Estimate \$'000	2020-21 Forward Estimate \$'000
01 Public Hospital Admitted Services	—	—	—	—	—	—
02 Public Hospital Emergency Services	—	—	—	—	—	—
03 Public Hospital Non-Admitted Services	—	—	—	—	—	—
04 Mental Health Services	—	—	—	—	—	—
05 Aged and Continuing Care Services	—	—	—	—	—	—
06 Public and Community Health Services	315,987	327,642	329,293	344,777	349,174	354,688
07 Community Dental Health Services	—	—	—	—	—	—
08 Small Rural Hospital Services	—	—	—	—	—	—
09 Health System Management - Policy and Corporate Service:	—	—	—	—	—	—
10 Health Support Services	—	—	—	—	—	—
<i>System Manager Initiatives</i>	1,776	(9,758)	(9,758)	(11,184)	(8,476)	(9,061)
Total Expense Limit	317,763	317,885	319,535	333,593	340,697	345,627

Notes

- a. The figures in all schedules include an allocation for Financial Products and HSS Resources Received Free of Charge. These may be subject to change.