

**MEMORANDUM OF UNDERSTANDING**  
**Kununoppin Medical Practice Committee**



**1 July 2020 to 30 June 2024**

## MEMORANDUM OF UNDERSTANDING

Made on the 1<sup>st</sup> day of APRIL 2020.

### BETWEEN:

SHIRE OF MT MARSHALL  
ABN 44102 430 676  
Po Box 20, Bencubbin, Western Australia  
("MT Marshall")

AND

SHIRE OF MUKINBUDIN  
ABN 65 627 391 050  
Po Box 67, Mukinbudin, Western Australia  
("Mukinbudin")

AND

SHIRE OF NUGARIN  
ABN 89 098 923 408  
Po Box 8, Nungarin, Western Australia  
("Nungarin")

AND

SHIRE OF TRAYNING  
ABN 13 671 073 560  
Po Box 95, Trayning, Western Australia  
("Trayning")

(Together the "Shires")

### RECITALS:

- A. The Shires are local government bodies corporate constituted by the *Local Government Act 1995*.
- B. The Shires have a common interest and commitment to the continuation and success of the Kununoppin Medical Practice (the "**Practice**"), which operates from leased premises in the Kununoppin Hospital and, as at the date of this Memorandum of Understanding, also provides visiting services to the towns of Bencubbin, Beacon and Mukinbudin.

- C. The Shires have agreed to enter into this Memorandum of Understanding so as to formalise and clarify the on-going intentions, commitments and responsibilities of the Shire with respect to the Practice, including in respect of future financial and in-kind contributions by the Shires to attract a medical practitioner to the districts of the Shires and promote the continuation and success of the Practice and the manner in which those contributions will be made and applied.
- D. This Memorandum of Understanding constitutes the entire agreement of the Shires about its subject matter and supersedes all previous agreements, understandings and negotiations that exist between the Shire on this subject matter.

## OPERATIVE PART

### 1. KUNUNOPPIN MEDICAL PRACTICE COMMITTEE

- (a) The Shires agree to continue the operation of the Kununoppin Medical Practice Committee (**Committee**) during the term of this Memorandum.
- (b) The Committee will, unless otherwise agreed by the Shires, continue to comprise of up to eight members, with each Shire entitled to nominate up to two representatives.
- (c) The Committee must meet twice a year, with the first meeting being held before the end of March. Additional meetings as required.
- (d) A quorum for any meeting of the Committee shall be such number of representatives as may be present at any meeting provided that such members comprise representatives of not less than three of the Shires.
- (e) Only one of the representatives nominated by each Shire will be entitled to vote on resolutions of the Committee, and the appointing Shire must nominate which of its representatives holds such voting entitlement. If a Shire's nominated voting representative is not present at a meeting of the Committee, the Shire's other representative (if present) may exercise the voting entitlement. In the event of a tied vote, the Chairman will have a casting vote, whether or not the Chairman is the nominated voting Representative of their appointing Shire.
- (f) The Chairperson and Deputy Chairperson of the Committee will be the representatives nominated by the Shire of Trayning, with the Shire of Trayning being entitled to nominate which of its representatives will occupy those individual offices.
- (g) Meetings of the Committee will be held at the offices of the Shire of Trayning. Members of the Committee may attend meetings of the Committee in person or by any form of electronic communication, which enables each member to hear, and be heard by, each other member in attendance at the meeting.
- (h) At any meeting of the Committee, an Observers position is to be made available to the Director of Nursing of the Kununoppin Hospital to attend at the meeting and be heard on issues relevant to the Kununoppin Hospital and health issues relevant to the districts of the Shires. The Committee may

determine that the Director of Nursing be excluded from the meeting during the consideration of any matter that the Committee considers is confidential or should otherwise be considered by the Committee member only.

## 2. RESPONSIBILITIES OF THE COMMITTEE

(a) The Committee will be responsible:

- I. to oversee and co-ordinate the arrangements from time to time for the engagement of a suitably qualified medical organisation, or medical practitioner, (**Service Provider**) for the on-going conduct of the Practical with the aim of achieving the provision of medical services to the districts and communities of the Shires:
- II. to oversee the payment of financial incentives, and the provision of in-kind incentives, offered by the Shires to promote the engagement of the Service Provider and the continuation and success of the Practice;
- III. to liaise with the Service Provider during the term of the arrangements referred to in paragraph (I.) regarding all aspects of the Practice relevant to:
  - (A) maximising the benefits of the Practice to the districts and communities of the Shires, including in relation to any health education, promotions and campaigns considered relevant or beneficial to the districts and communities of the Shires;
  - (B) any changes to the medical services provided by the Practice which may impact (positively or negatively) on the districts and communities of the Shires;
  - (C) negotiating with the Service Provider any changes to the terms of the Service Provider's engagement, including in the payment or provision of any incentives; and
  - (D) the transition of the operation of the Practice from the Service Provider to any new service provider engaged upon or following the expiry or termination of the arrangements with the existing Service Provider;
- iv to agree with any of the Shires, or any third party, in relation to and the terms of:
  - (A) the provision to the Service Provider of any in-kind incentive, including (without limitation) to provision of housing, motor vehicle, office space and other goods and services; and
  - (B) the acquisition or the provision of any goods and services relevant to any other matter required by or connected with this Memorandum: and

- v to ensure that all arrangements negotiated by the Committee:
  - (A) are negotiated on arm's length terms; and
  - (B) in respect of goods or services provided by a Shire (including with respect to in-kind incentives provided to the Service Provider) provide for not less than full cost recovery for the providing Shire, unless otherwise agreed by the Shires.
- (b) Notwithstanding the above, the Shires will be the contracting parties for the purposes of any contractual arrangements agreed with:
  - (i) any Service Provider nominated by the Committee; or
  - (ii) any Shire or third party.

### 3. KUNUNOPPIN MEDICAL SCHOLARSHIP

- (a) The Committee may agree to manage the Kununoppin Medical Scholarship, on behalf of the North Eastern Wheatbelt Regional Organisation of Councils (**NEWROC**), under such terms and conditions as the Committee and NEWROC agree.
- (b) The Scholarship is a project of NEWROC intended to assist a selected person through the years of study, with the recipient being contractually bound to provide an agreed period of service once qualified and all necessary accreditation obtained.
- (c) Funding of the Scholarship is through NEWROC and is provided for by separate agreements as a NEWROC Project.

### 4. FINANCIAL CONTRIBUTIONS

- (a) For the duration of this Memorandum, the Shires shall continue to make financial contributions (**Contributions**) to the Committee for the purposes set out in this Memorandum and in accordance with an annual budget adopted by the Shires (as amended from time to time) and approved by the Shires.
- (b) A Shire must not unreasonably withhold its approval of an annual (or amended) budget, which is in accordance with the contractual obligations of the Shires entered into in accordance with this Memorandum.
- (c) Financial contributions and assistance from other sources are to be used as separately agreed, contracted or provided.
- (d) All Contributions shall be paid to the Shire of Trayning which shall:
  - (I) hold such Contributions on behalf of the Committee;
  - (II) hold and account for such Contributions separately from the Shire of Trayning's usual Shire funds; and
  - (III) disburse such Contributions only in accordance with the instructions of the Committee.
- (e) Contributions shall be paid by the Shires upon presentation of a quarterly invoice (and in any event prior to any date for payment stated in the invoice)

from the Committee for the estimated outgoings and expenses in respect of the upcoming quarter.

- (f) The Contribution payable by each Shire shall be determined by applying the following percentage contributions to the estimated outgoings and expenses in respect of the upcoming quarter:

Shire of Mt Marshall	30%
Shire of Mukinbudin	30%
Shire of Nungarin	10%
Shire of Trayning	30%

or such other percentages as may be notified by the Shires to the Committee from time to time.

#### **5. RESPONSIBILITIES OF THE SHIRES**

In order to facilitate and ensure the success of the Practice and complementary Activities, the Shires agree to:

- (a) to pay the Contribution as required by the Committee's quarterly invoices;
- (b) to provide accommodation for use by the Service Provider's nominated medical practitioner;
- (c) to lease office space suitable for the purpose of the Practice;
- (d) to provide a vehicle, office equipment and activities equipment for the use of the Practice; and
- (e) to maintain the accommodation and office premises, and vehicle in a condition suitable for use by the Practice, and in respect of paragraphs (b), (c), (d) and (e) in accordance with the terms of any agreement entered into between the Shires and the Service Provider.

#### **6. TERM**

This Memorandum commences on the **1 July 2020** and expires on **30 June 2024**, and is intended to ensure delivery of services to the communities consistent with clauses 1, 2 and 3 of the Memorandum.

In the event of the Practice's services being discontinued, the Shires reserve the right to terminate this Memorandum on giving six (6) months written notice to other Shires or an earlier date as mutually agreed by the Shires.

#### **7. ACCOUNTING AND REPORTING REQUIREMENTS**

To enable the Shires to meet accountability requirements under the *Local Government Act 1995*, the Committee shall provide to the Shires quarterly financial reports summarising:

- (a) the governance and support aspects of the Practice; and
- (b) the operations and activities of the Practice.

## **8. SHIRES' ACKNOWLEDGEMENTS**

Notwithstanding anything contained within this Memorandum, the parties acknowledge that:

- (a) the Shires are local governments established by the Local Government Act 1995 and in that capacity, are obliged to comply with statutory obligations imposed by law;
- (b) the Shires will not be taken to be in default under this Memorandum by performing any statutory obligation or exercising any statutory discretion, nor shall any provision of this Memorandum fetter any Shire in performing its statutory obligations or exercising any discretion under any law; and
- (c) there is nothing to prevent any of the Shires from seeking additional support, grants, or sponsorship, either by direct funding or in kind, contributions from any source, in order to extend the services provided to the districts and communities of the Shires, and such funds or in-kind contributions are not subject to this Memorandum.

## **9. ENTIRE AGREEMENT**

This Memorandum supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the Shires in respect of its subject matter.

## **10. COUNTERPARTS**

This Memorandum may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument, and a Shire may execute this Memorandum by signing any counterpart.

## **11. VARIATION OF MEMORANDUM**

This Memorandum may be varied by written agreement signed by the Shires from time to time as mutually agreed by the Shires.

## **12. CONFIDENTIALITY**

The Shires will keep confidential the contents and existence of the Memorandum unless otherwise agreed in writing between them.

All discussions and considerations of the Committee, other than matters relating to the Kununoppin Medical Scholarship, inclusive of all documents associated with the discussions and consideration of the Committee are Confidential, unless released by majority decision of the Committee or Chairperson.

**Executed as an Agreement:**

THE COMMON SEAL of the **SHIRE OF MT MARSHALL** was hereunto affixed by Authority of a resolution of the Council In the presence of:



A handwritten signature in black ink, appearing to read "Anthony Sachse".

\_\_\_\_\_  
SHIRE PRESIDENT

\_\_\_\_\_  
ANTHONY SACHSE  
(Print Full Name)

A handwritten signature in black ink, appearing to read "John Nuttall".

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
JOHN NUTTALL  
(Print Full Name)

THE COMMON SEAL of the **SHIRE OF MUKINBUDIN** was hereunto affixed by Authority of a resolution of the Council In the presence of:

)  
)  
)  
)



A handwritten signature in black ink, appearing to read "Gary Shadbolt".

\_\_\_\_\_  
SHIRE PRESIDENT

\_\_\_\_\_  
GARY SHADBOLT  
(Print Full Name)

A handwritten signature in black ink, appearing to read "Dirk Selenger".

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
DIRK SELLENGER  
(Print Full Name)



THE COMMON SEAL of the **SHIRE OF NUNGARIN** was hereunto affixed by Authority of a resolution of the Council In the presence of:



  
\_\_\_\_\_  
SHIRE PRESIDENT

PIPPA DE LACY  
(Print Full Name)

  
\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

ADAM MAJID  
(Print Full Name)

THE COMMON SEAL of the **SHIRE OF TRAYNING** was hereunto affixed by Authority of a resolution of the Council In the presence of:



  
\_\_\_\_\_  
SHIRE PRESIDENT

MELANIE BROWN  
(Print Full Name)

  
\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

BRIAN JONES  
(Print Full Name)



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