

Service Agreement



Government of South Australia
Department of Health

SERVICE AGREEMENT

Between

MINISTER FOR HEALTH
(the “Minister”)

And

HEALTH CONSUMERS ALLIANCE OF SOUTH AUSTRALIA
INCORPORATED
(ABN 90 294 720 079)
(the “Service Provider”)

**FOR THE TERM COMMENCING ON 1 JULY 2007
AND EXPIRING ON 30 JUNE 2010**

SERVICE AGREEMENT

BETWEEN:

MINISTER FOR HEALTH a body corporate pursuant to the *Administrative Arrangements Act 1994* of Level 9, Citi Centre Building, 11 Hindmarsh Square, Adelaide SA 5000 (the “**Minister**”).

AND

HEALTH CONSUMERS ALLIANCE OF SOUTH AUSTRALIA INCORPORATED (ABN: 90 294 720 079) a body corporate pursuant to the *Associations Incorporation Act 1985* of 3/45 Flinders Street, Adelaide SA 5000 (the “**Service Provider**”)

STATEMENT OF INTENT

This Agreement reflects the Parties' commitment to a relationship in which both have rights and responsibilities that are to be upheld and respected.

A co-operative approach will incorporate agreed values, mutual respect for the roles and responsibilities of government and the community services sector and a commitment to participate and adhere to agreed processes for policy development, planning, resource allocation, service monitoring and review and accountability. It recognises the importance of taking the long term view as well as responding to immediate and urgent need. It recognises that social and environmental outcomes are as important as financial outcomes.

The ultimate vision is for service provision that supports a democratic, fair, accountable body of services, which accommodate and value diversity, which address the particular needs of vulnerable and marginalised people, which recognises regional and rural differences and which contributes to demonstrable high quality outcomes in accordance with agreed standards.

THE PARTIES AGREE AS FOLLOWS:

In consideration of the payment by the Minister of the Allocated Funds pursuant to the Master Agreement between the Minister and the Service Provider and this Service Agreement, the Service Provider must provide the Services on the terms and conditions set out in the Master Agreement and this Service Agreement.

This Service Agreement must be read in conjunction with the Master Agreement, and the terms and conditions of the Master Agreement are incorporated into this Service Agreement.

1. COMMENCEMENT DATE:

1 July 2007

2. EXPIRY DATE:

30 June 2010

3. EXTENSION OF THIS AGREEMENT:

3.1 If the Minister proposes to the Service Provider in writing that the term of this Service Agreement is to be extended, the term shall be extended for one further year or such lesser period as agreed in writing by the Parties.

3.2 Either Party may initiate negotiations with a view to entering into a new Service Agreement for the provision of the Services, or substantially similar services, to come into effect immediately following the Expiry Date. Should either Party intend not to enter into such negotiations, the Party so intending shall advise the other Party in writing of this intention no less than three months prior to the Expiry Date.

3.2.1 Should the Minister not give such advice, the Service Provider shall receive funding at the per annum rate(s) specified in this Agreement for a period of three months following the Expiry Date, to enable the Services to be terminated appropriately.

3.2.2 Should the Service Provider not give such advice, the Minister may take such action as is seen fit to discharge the Minister's responsibility for the health, social well-being and quality of life of South Australians through the efficient and effective provision of human services.

4. NAME OF SERVICE:

Health Consumer Advocacy, Support and Training.

5. FUNDING PROGRAM:

Regional Budgets and Monitoring.

6. ADDRESS FOR NOTICES:

(i) Minister's address for notices

PO Box 287, Rundle Mall
Adelaide SA 5000
Facsimile: 8226 6633

(ii) Service Provider's address for notices

GPO box 2248
Adelaide SA 5001
Facsimile: 8232 6260

7. ALLOCATED FUNDS:

\$300,000 per annum (GST exclusive) for the financial year 2007-08
 \$320,000 per annum (GST exclusive) for the financial year 2008-09
 \$320,000 per annum (GST exclusive) for the financial year 2009-10

Indexation will be calculated in accordance to clause 1.1 of the Master Agreement.

8. TIME AND MANNER OF PAYMENT OF ALLOCATED FUNDS:

The Minister must pay the Allocated Funds quarterly in advance.

9. MINISTER'S CONTRACT MANAGER:

Dr David Panter, Executive Director, Statewide Service Strategy Division,
 Department of Health, Level 2, Citi Centre Building, 11 Hindmarsh Square
 Adelaide SA 5000.

Department of Health Liaison Officer:

Name: Kendall Goldsmith
 Title: Principal Project Officer, Statewide Clinical Networks
 Telephone: 08 8226 6628
 Email: kendall.goldsmith@health.sa.gov.au

10. SERVICE PROVIDER'S CONTRACT MANAGER:

Sam Laubsch, Executive Director, Health Consumers Alliance of SA Inc.

11. SERVICES:**11.1 Service Description**

The Service Provider must provide the following Services:

11.1.1 Policy and System Advocacy

- 11.1.1.1 Provide education and training on health related issues and responses to member and non-member health consumers.
- 11.1.1.2 Provide mechanisms, including but not limited to, forums or workshops, for health consumers to participate in the development of policy, legislation, programming and service delivery.
- 11.1.1.3 Provide communication mechanisms, including but not limited to, e-bulletins, newsletters or websites, to inform consumers on health issues and consumer participation.
- 11.1.1.4 Develop policy on issues relevant to metropolitan and country health consumers.
- 11.1.1.5 Provide system advocacy and advice for health consumers following policy development and/or in

response to emerging government and industry initiatives.

11.1.2 Consumer Participation

11.1.2.1 Provide consumer participation support, advice and training to government and non-government health consumer structures and to individual health consumers.

11.1.2.2 Participate in the selection, induction and support for consumer and representatives serving on government health related committees and working parties, including but not limited to, Statewide Clinical Networks and GP Plus Networks.

11.1.3 Building Consumer Networks

11.1.3.1 Develop relationships with government, non-government and private health service providers, organisations and consumer structures for the purpose of creating linkages.

11.1.3.2 Provide networking opportunities for like consumer structures through mechanisms including but not limited to facilitating meetings, workshops or forums.

11.1.4 Mental Health Consumer Focus

11.1.4.1 Provide mechanisms, including but not limited to advisory/reference groups or forums, for the networking of mental health consumer structures.

11.1.4.2 Provide mechanisms, including but not limited to forums or workshops, for advocacy on mental health policy, legislation, programming and service delivery.

11.1.4.3 Provide education, training and support for mental health consumers in consumer participation through mechanisms including but not limited to meetings, workshops, forums or resources.

11.1.5 Organisational Development

11.1.5.1 Develop Health Consumer Alliance governance, administrative and operational policy and planning infrastructure.

11.2 **The Service Provision Principles**

The Service Provider must comply with the following Service Provision Principles:

- 11.2.1 Recognise and address the need for health consumers to have a strong, independent and effective voice;
- 11.2.2 Collaborate with others interested in health consumer issues to develop alliances and partnerships;
- 11.2.3 Facilitate the promotion of greater public discussion about health priorities, services and relevant legislation;
- 11.2.4 Focus on outputs and outcomes;
- 11.2.5 Ensure services are accessible to all health consumers, allowing for culturally specific assistance to people from Aboriginal and culturally and linguistically diverse backgrounds;
- 11.2.6 Assist health consumers to lobby on health consumer issues; and
- 11.2.7 Support a just and equitable distribution of health resources.

11.3 **Service Provision Framework**

The Service Provider will collaborate with the Department of Health to develop services that meet the strategic directions of a range of relevant Departmental policies and service frameworks as they are promulgated including, but not limited to, the:

- South Australia's Strategic Plan (<http://www.health.sa.gov.au>)
- South Australia's Health Care Plan
- SA Health Strategic Plan 2007 - 2009

11.4 **Quality**

The Service Provider is required to endorse and promote the principles and practices of quality improvement and is encouraged to engage with formal quality improvement programs addressing topics such as leadership, communication, working together, consumer satisfaction, sound management, service outcomes, contracting and people.

11.5 **Hours of operation**

Monday to Thursday 9 am to 5pm, excluding public holidays.

12. TARGET GROUP:

12.1 The Target group for the Service is all health consumers with a specific focus on:

- Incorporating perspectives of Aboriginal and Torres Strait Islander health consumers in policy and system advocacy
- Consumers from rural and remote South Australia
- Mental health consumers
- HCA Membership

13. GEOGRAPHICAL COVERAGE:

The Services will be available across the State of South Australia.

14. OUTCOMES:

In providing the Services, the Service Provider must seek to achieve the following outcomes for clients:

- 14.1 Health consumers increase their skills and knowledge in key health planning areas and in consumer participation;
- 14.2 Increased health consumer participation (formal and informal) in the development of policy, legislation, programming and service delivery which affects health consumers and the community;
- 14.3 Health consumers in country and metropolitan areas are able to engage and contribute to development of health policy and planning;
- 14.4 Health consumers are supported to participate in health planning in South Australia;
- 14.5 Health consumers have an increased knowledge about health priorities, system issues, relevant legislation and the Health Consumers Alliance as the peak body in South Australia;
- 14.6 Representative opportunities are provided to consumers on health planning structures; and
- 14.7 Health service providers and health organisations have an increased knowledge about the health consumer's role in developing health services in South Australia.

15. OUTPUTS, KEY PERFORMANCE INDICATORS AND DATA:

15.1 The following have been identified and agreed upon as appropriate Outputs in relation to the Services:

- 15.1.1 Education and training for health consumers is provided;
- 15.1.2 Forums and workshops for health consumers are conducted;

- 15.1.3 A Communication strategy is developed that includes the identification of various communication mechanisms and key stakeholders;
- 15.1.4 Policies regarding issues specific to health consumers in metropolitan and country areas are developed;
- 15.1.5 Health system advocacy, support and advice for health consumers is provided;
- 15.1.6 Support, advice and training for consumer participation is provided for government and non-government health consumer structures and individual health consumers;
- 15.1.7 Participation in selection, induction and support for consumer representatives serving on government health related committees and working parties is enabled;
- 15.1.8 Relationships with government, non-government and private health service providers, organisations and consumer structures are developed and maintained;
- 15.1.9 Networking opportunities are facilitated for like consumer structures;
- 15.1.10 Mechanisms for the networking of mental health consumer structures are developed and provided;
- 15.1.11 Forums and workshops for mental health consumers are conducted;
- 15.1.12 Education and training for mental health consumers is provided; and
- 15.1.13 Governance, administrative and operational policies and a plan for infrastructure are developed.
- 15.2 The following Key Performance Indicators have been identified and agreed as appropriate Key Performance Indicators in relation to the Services:
Not applicable.
- 15.3 The following have been identified and agreed upon as appropriate Data to be reported on in relation to the Services:
- 15.3.1 Quantitative Reporting
Including, but not limited to, the total number of:
- Health Consumer Alliance members;
 - Meetings held (including number of members and non-members attending meetings);
 - Education sessions run (including number of members and non-members attending);

- Training sessions run (including number of members and non-members attending);
- Forums run (including number of members and non-members attending each forums);
- Workshops run (including members and non-members attending workshops);
- E- bulletins produced;
- Newsletters published;
- Health consumers selected for Clinical Networks;
- Health consumers selected for GP Plus Health Networks;
- Health consumer representatives on other forums;
- Mental health consumer focused advisory/reference groups / forums / workshops / education sessions (including the number of members and non-members attending);
- HCA members participating in mental health related activities;

15.3.2 Qualitative reporting

Overview of policy and systems advocacy activities including, but not limited to:

- A description of the outcomes and any issues raised from training and education sessions, forums and workshops;
- Types of information posted on the HCA website;

Overview of consumer participation including, but not limited to:

- Types of activities that health consumers have participated in;
- Changes to, and issues raised, from consumer participation;
- Training and development activities in consumer participation;
- HCA support and advice from for consumer participants;

Overview of consumer network building activities including, but not limited to:

- Interactions with government, non-government and private health service providers, organisations and consumer structures;
- Types of consumer structures involved;
- Outcomes and issues raised from training and education sessions and meetings;

Summary of consumer mental health activity including:

- Outcomes of mental health focused advisory/reference groups / forums / workshops / education sessions;
- Issues raised from these sessions;

Overview of progress with the development of:

- Governance arrangements.
- Operations policy.
- Administrative policy.
- Infrastructure plan.

Summary of Health Consumer Alliance:

- Written submissions
- Official correspondence
- Contact with key stakeholders
- Publications
- Workforce/staffing

16. SERVICE MONITORING AND EVALUATION/REPORTS:

The Service Provider must:

- 16.1 Provide written quarterly activity reports on the reportable items listed in Clause 15 which are to be received by the 30th day of the month immediately following the close of each quarter. The quarters shall be the three-month periods commencing 1 July, 1 October, 1 January and 1 April.
- 16.2 Provide such other information to the Minister as is negotiated and agreed by the Parties from time to time.

17. FINANCIAL ACCOUNTABILITY AND REPORTING MEASURES:

- 17.1 The Service Provider must provide reports to the Minister detailing receipt and expenditure of the Allocated Funds at such times, including such information, and in such form as is reasonably required by the Minister, including quarterly written reports to be received by the 30th day of the month immediately following the close of each quarter. The quarters shall be the three-month periods commencing 1 January, 1 April, 1 July and 1 October.
- 17.2 A final expenditure report for the year ending 30 June in each year of the term of this Service Agreement must be certified by at least two senior officers of the Service Provider, affirming that the expenditure was in accordance with the provisions of the Master Agreement and this Agreement and in particular with clause 7 of the Master Agreement.
- 17.3 The Service Provider must provide to the Minister by 30 November each year an audited financial statement for the previous financial year

ending 30th June, which may be incorporated in the Service Provider's annual report.

- 17.4 The Service Provider must provide such other financial information in relation to the provision and administration of the Services as is reasonably required by the Minister and must make the financial records relating to the provision of the Services available for inspection by the Minister within ten (10) Business Days of a written request to that effect by the Minister.
- 17.5 The Service Provider must ensure that all financial statements prepared in respect of the Allocated Funds are prepared in accordance with Australian Accounting Standards and are signed by an appropriate senior officer of the Service Provider.
- 17.6 Where the Allocated Funds are in excess of One Million Dollars (\$1,000,000.00) (GST exclusive) over the term of the Service Agreement or where the total Allocated Funds the Service Provider receives from the Department on behalf of the Minister or any other Minister to whom the Department is responsible pursuant to any Service Agreement or otherwise are in excess of One Million Dollars (\$1,000,000.00) (GST exclusive) in any one financial year, the Service Provider must prepare its financial statements in the nature of a general purpose financial report.

18. ADDITIONAL TRANSITION REQUIREMENTS:

Not applicable

19. ADDITIONAL INSURANCE REQUIREMENTS:

Professional Indemnity Insurance in the amount of \$5 million in respect to any one claim.

20. SPECIAL CONDITIONS:

- 20.1 For the purposes of this clause 20.1, "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, know how or other form of confidential information, or any right to registration of such rights and any other form of intellectual property right
- 20.2 Except as otherwise agreed by the Parties, the Minister and the Service Provider agree that title and all Intellectual Property Rights in all materials will vest in the Service Provider
- 20.3 The Service Provider grants to the Minister a perpetual royalty-free, licence fee-free, worldwide, non-exclusive licence to use, modify, copy and deal with the Intellectual Property in the Materials for such purposes as the Minister sees fit.

20. SUBMISSION OF REPORTS:

Unless specified otherwise, all reports detailed within this Service Agreement are to be submitted to:

Contract Management
Health System Performance
Operations Division
Department of Health
PO Box 287, Rundle Mall SA 5000

THE PARTIES EXECUTE THIS SERVICE AGREEMENT AS FOLLOWS:

SIGNED for and on behalf of the **MINISTER**)

FOR HEALTH

by **Steve Moro**)

who is duly authorised in that regard)

in the presence of:)

.....
Director
Strategic Procurement Unit

..... Date:.....
Witness
[Print name:]

SIGNED for and on behalf of **HEALTH CONSUMERS ALLIANCE OF SOUTH AUSTRALIA INCORPORATED (ABN: 90 294 720 079)**

Signed:..... Date:.....

(Having been duly authorised in that regard.)

Name:..... Title:.....

In the presence of:

Signed:..... Date:.....

Name:..... Title:.....