

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 2010
AND EXPIRING ON 30 JUNE 2013**

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 2010

2. EXPIRY DATE:

30 June 2013

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:

Peak body for health consumers in South Australia

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:

7.1 Base funding:

- \$357,000 per annum (GST exclusive) for the financial year 2010-11
- 2010-11 allocation plus Indexation (GST exclusive) for financial year 2011-12
- 2011-12 allocation plus Indexation (GST exclusive) for financial year 2012-13

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

7.2 Additional funding:

- 7.2.1 One off payment in 2010-11 for office fit out and refurbishment up to \$50,000 (GST Exclusive) on receipt of a tax invoice.
- 7.2.2 An additional rental allowance:
 - 2010-11: \$44,000 (GST Exclusive)
 - 2011-12: \$54,940 (GST Exclusive)
 - 2012-13: \$56,850 (GST Exclusive)

8. TIME AND MANNER OF PAYMENT OF ALLOCATED FUNDS:

The Minister will pay the Allocated Funds quarterly in advance.

9. MINISTER'S CONTRACT MANAGER:

Sinead O'Brien, Deputy Executive Director, Statewide Service Strategy, SA Health, Level 2, Citi Centre Building, 11 Hindmarsh Square Adelaide SA 5000.

SA Health Liaison Officer:

Name: Meryl Horsell
 Title: Manager, Clinical Service Planning
 Telephone: 08 8226 6078
 Email: meryl.horsell@health.sa.gov.au

10. SERVICE PROVIDER'S CONTRACT MANAGER:

Stephanie Miller, 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 Research, Policy Development, Advice and Response

- 11.1.1.1 Operate as the peak body for health consumers in South Australia, providing a respected and informed consumer voice and promoting health consumer participation in health planning and policy development, and individual care and treatment, with the aim of improving the wellbeing and health of all

South Australians and, in particular, the health outcomes for disadvantaged and vulnerable health consumers.

- 11.1.1.2 Provide advice to the Minister for Health and Mental Health and Substance Abuse and SA Health with respect to the experiences, views, opinions and expectations of health consumers, and best practice in health consumer engagement.
- 11.1.1.3 Respond to State government health plans, reports, inquiries, legislation and policy proposals through formal submissions and presentations as requested.
- 11.1.1.4 Provide input to key policy initiatives that impact on South Australian health consumers, in particular, Safety & Quality, Health Prevention & Promotion, New Models of Care, Mental Health, and Culture and Workforce as requested and within available resources.
- 11.1.1.5 Develop a service level agreement with SA Health's Mental Health Unit (MHU) by 31 December 2010.

11.1.2 Advocacy and Representation

- 11.1.2.1 Provide consumer peak body (HCA) representation in meetings, advisory groups and committees in accordance with HCA's Consumer Advocacy Framework and within available resources.
- 11.1.2.2 Selection, support and review of HCA consumer advocates, on a range of SA Health advisory bodies and working groups, including but not limited to, Statewide Clinical Networks, GP Plus Networks and Consumer Advisory Committees, in accordance with HCA's Consumer Advocacy Framework.
- 11.1.2.3 Provide nominees, in response to requests from the Minister, for appointment by the Minister, in accordance with HCA's Consumer Advocacy Framework.
- 11.1.2.4 Maintain relationships with government, non-government and private health service providers, organisations and consumer and carer structures for the purpose of advocacy and representation.
- 11.1.2.5 Maintain relationships with member organisations, other peak bodies and non-government organisations to develop campaigns, projects and policy initiatives.
- 11.1.2.6 Promote and support the voice of disadvantaged and vulnerable groups, in particular, the target groups in clause 12 of this agreement, and

advocate for services responsive to the needs of consumers and carers.

11.1.3 Consumer Consultation and Capacity Building

- 11.1.3.1 Provide consultative and networking opportunities, including but not limited to surveys, forums, working groups, workshops, conferences, social networking, and members forums for health consumers and health consumer organisations.
- 11.1.3.2 Provide mechanisms for the engagement of disadvantaged and vulnerable health consumers, and support vulnerable health consumer input into health policy and planning, within available resources.
- 11.1.3.3 Provide a health consumer advocate induction and training programme to prepare and develop consumer advocates for SA Health advisory bodies and working groups.
- 11.1.3.4 Provide consumer participation support, advice and training to SA Health advisory bodies and working groups.
- 11.1.3.5 Engage consumer advocates in the development and review of health policy.
- 11.1.3.6 Provide an annual Conference for health consumers and health consumer organisations, subject to the procurement of additional resources.

11.1.4 Information Dissemination and Community Education

- 11.1.4.1 Provide information and advice for health consumers about State government health plans, reports, inquiries, key policy proposals and initiatives, and new legislation or programs.
- 11.1.4.2 Maintain the HCA website for broad community and stakeholder access that promotes health literacy and the process for consumer engagement in health policy development and health planning processes.
- 11.1.4.3 Provide a range of information and education resources, such as newsletters, e-bulletins, fact sheets, library, guides, toolkits and education kits, within available resources.

11.1.5 Other Services

- 11.1.5.1 Respond to other opportunities and requests from SA Health on an individually agreed basis.

11.2 **The Service Provision Principles**

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

- 11.2.1 Continue to 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 an equitable distribution of health resources to achieve population health outcomes that contribute to improving the health and wellbeing of disadvantaged and vulnerable consumers.
- 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.

11.3 **Service Provision Framework**

The Service Provider will collaborate with SA 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 2008 – 2010

11.4 **Communication and Engagement**

The Service Provider and SA Health will collaborate through regular scheduled contact including, quarterly meetings with the CEO, regular contact with the Liaison Officer, timely sharing of SA Health communications relating to new health policy and planning, and inclusion in other health related activity that relates to the Service Provider's core business on an agreed basis.

11.5 **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.

11.6 **Hours of operation**

Weekdays, excluding public holidays.

12. TARGET GROUP:

12.1 The target group for the Service is all health consumers including:

- Vulnerable health consumers
- Mental health consumers
- Aboriginal and Torres Strait Islander health consumers
- Consumers from rural and remote South Australia
- Consumers from new and emerging communities

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 the target group:

- 14.1 Health consumer participation (formal and informal) in the development of policy, legislation, programming and service delivery which affects health consumers and the community is maintained.
- 14.2 Health consumers and health consumer organisations are effective and influential consumer advocates.
- 14.3 Health consumers have an increased knowledge and understanding of key health plans, policies and programmes.
- 14.4 Health consumers have an increased awareness of the role of the Health Consumers Alliance in health consumer advocacy and building and strengthening consumer leadership.
- 14.5 Health consumers in country and metropolitan areas have increased opportunity and are supported to participate and contribute to the development of health policy and planning in South Australia.
- 14.6 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 Policy advice is provided to the Minister, SA Health and government health service providers in response to health plans and policy initiatives
- 15.1.2 A service level agreement with SA Health's Mental Health Unit is developed.
- 15.1.3 Health consumer participation on SA Health advisory bodies and working groups is enabled.

- 15.1.4 Support and advice is provided to health consumer advocates who participate in SA Health advisory bodies and working groups.
- 15.1.5 The Service Providers Consumer Advocacy Framework and Engagement Strategy are communicated to stakeholders.
- 15.1.6 Induction and training programs for health consumers are maintained.
- 15.1.7 Health consumers contribute to the development of policies regarding issues specific to health consumers in metropolitan and country areas.
- 15.1.8 Health consumers have access to consultative and networking opportunities.
- 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 within the reporting period in relation to the Services:
- 15.3.1 A summary of research, policy development, advice and response activity including:
- advice provided to the Minister and SA Health with respect to health consumer experiences, views, opinions and expectations, and best practice in consumer engagement;
 - submissions, formal responses and presentations in response to health plans, reports, inquiries, legislation and policy proposals;
 - collaboration with SA Health's Mental Health Unit; and
 - any other research, policy development, advice and response activity undertaken.
- 15.3.2 A summary of advocacy and representation activity including:
- peak body representation in meetings, advisory groups and committees;
 - selection, support and review of HCA consumer advocates;
 - nominees for Ministerial appointments;
 - interactions with government, non-government and private health service providers, organisations and consumer structures;
 - collaboration with member organisations, other peak bodies and non-government organisations; and
 - promotion and support of the voice of disadvantaged and vulnerable health consumers.

- 15.3.3 A summary of consumer consultation and capacity building activity including:
- consultative and networking opportunities for health consumers and health consumer organisations;
 - vulnerable health consumer input into health policy and planning;
 - health consumer advocate induction and training;
 - engagement of consumer advocates in the development and review of health policy; and
 - annual Conference for health consumers and health consumer organisations.
- 15.3.4 A summary of information dissemination and community education activity including
- information and advice provided to health consumers;
 - information and activity on the HCA website; and
 - information and education resources.

16. SERVICE MONITORING AND EVALUATION REPORTS:

The Service Provider must:

- 16.1 Provide written quarterly and yearly annual reports on the reportable items in Clause 15.3.
- 16.1.1 The Quarterly Reports will cover the periods 1 July to 30 September, 1 October to 31 December, 1 January to 31 March for each of the years specified in the Agreement.
- 16.1.2 Yearly annual reports for each of the years in this Agreement including a final quarter summary as well as an annual summary.
- 16.2 The Quarterly reports are due 31 October, 31 January, and 30 April for the preceding quarter, and the final annual report on 31 July for the preceding year.
- 16.3 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 \$10 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:

Email: ngocontractmanagement@health.sa.gov.au

Or,

Manager, Contract Management
Procurement & Supply Chain Management
Finance & Administration Division
SA Health
PO Box 2292, Adelaide SA 5001

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

.....
Witness
[Print name: *Kerry Schphast*]

Date: *23/9/2010*

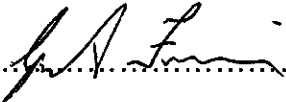
SIGNED for and on behalf of **HEALTH CONSUMERS ALLIANCE OF SOUTH AUSTRALIA INCORPORATED (ABN: 90 294 720 079)**

Signed:  Date: *23/9/10*

(Having been duly authorised in that regard.)

Name: *STEPHANIE MILLER* Title: *EXECUTIVE DIRECTOR*

In the presence of:

Signed:  Date: *23/9/10*

Name: *GRANT FRANCIS* Title: *SENIOR PROJECT OFFICER*