



**Government
of South Australia**

MINISTER FOR HEALTH

**GRANTS FUNDING TO
NON-GOVERNMENT AND
LOCAL GOVERNMENT AGENCIES**

STRATEGIC PLANNING & POPULATION HEALTH DIVISION

SERVICE AGREEMENT

With

**HEALTH CONSUMERS ALLIANCE OF
SOUTH AUSTRALIA INCORPORATED**

(ABN: 90 294 720 079)

FOR THE TERM 1 JULY 2004 to 30 JUNE 2007

SERVICE AGREEMENT

BETWEEN:

MINISTER FOR HEALTH a body corporate pursuant to the Administrative Arrangements Act 1994 for and on behalf of the Crown in the right of the State of South Australia of Level 4, 45 Pirie Street, Adelaide, South Australia 5000 (the “**Minister**”).

AND

HEALTH CONSUMERS ALLIANCE OF SOUTH AUSTRALIA INCORPORATED having its principal office at 1st Floor, 45 Flinders Street, Adelaide 5000 in the State of South Australia (the “**Service Provider**”).

POSTAL ADDRESS:

Health Consumers Alliance of South Australia Inc, GPO Box 2248,
Adelaide SA 5001

STATEMENT OF INTENT

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

Each party will use their best endeavours to ensure they fulfil their commitments as set out in this Service Agreement.

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.

1. NAME OF SERVICE:

The Health Consumers Alliance of South Australia Inc

2. ADDRESS OF SERVICE:

1st Floor, 45 Flinders Street, Adelaide SA 5000

3. FUNDING PROGRAM:

Strategic Policy & Population Health Division

4. ALLOCATED FUNDS:

\$160,000.00 per annum

5. PAYMENT SCHEDULE:

Payments to be made quarterly in advance.

6. MINISTER'S REPRESENTATIVE:

Jim Birch, Chief Executive, Department of Health

7. CONTRACT MANAGER:

Nicki Dantalis, Manager, Health Policy and Reform Group, Strategic Policy & Population Health Division, Department of Health, Level 2 Citicentre Building, PO Box 287 Rundle Mall Adelaide SA 5000
Email: nicki.dantalis@health.sa.gov.au, Phone: 8226 6057

8. DEPARTMENT OF HEALTH REPRESENTATIVE:

Lee Wightman, Senior Policy Officer, Health Policy and Reform Group, Strategic Policy & Population Health Division, Department of Health, Level 2 Citicentre Building, PO Box 287 Rundle Mall Adelaide SA 5000
Email: Wightman.lee@health.sa.gov.au, Phone: 8226 7089

9. SERVICE PROVIDER'S REPRESENTATIVE:

Pam Moore, Chairperson Health Consumers Alliance, 1st Floor 45 Flinders Street, Adelaide SA 5000. GPO Box 2248 Adelaide South Australia 5001

10. PROGRAM PRINCIPLES:

The Service Provider will:

- 10.1 Provide a strong, independent and effective voice for health consumers;
- 10.2 Promote a just and equitable distribution of health resources;

- 10.3 Develop alliances and partnerships with others interested in health consumer issues;
- 10.4 Promote greater public discussion about health priorities, services and relevant legislation, and
- 10.5 Create a vehicle for health consumers to lobby on health consumer issues

11. THE SERVICES:

The service provider undertakes to provide the following services during 2004/05:

- 11.1 Policy and System Advocacy
 - 11.1.1 The formulation of policy on issues relevant to metropolitan and rural health consumers where it can be demonstrated there is agreement by HCA Management Committee;
 - 11.1.2 System advocacy and advice for health consumers following policy development and in response to emerging government and industry initiatives;
 - 11.1.3 Work with the Department of Health to implement the Department of Health Consumer and Community Participation Principles and Action Framework, and
 - 11.1.4 Provide advice to government and public health services on the most appropriate and inclusive ways to ensure consumers participate in the implementation of health reforms in SA.
- 11.2 Consumer Nominee Programme
 - 11.2.1 Participate in the selection, induction and support for consumer and community representatives serving on government and non-government health related committees and working parties.
- 11.3 Consumer and Community Representatives Protocol
 - 11.3.1 The formulation and adoption of protocol to govern consumer and community representatives serving on committees and working parties, and
 - 11.3.2 Provide advice and support to newly established health boards establishing consumer participatory mechanisms.
- 11.4 Health and Community Services Complaints Legislation
 - 11.4.1 Information to health consumers on their rights under the new legislation;
 - 11.4.2 Participation in the development of the Charter of Health and Community Services Rights, and

- 11.4.3 Advice to HCS Complaints Commissioner and government on initial development and operation of the Office.
- 11.5 Health Issues – Communication and Forums
 - 11.5.1 Hold educational workshops and informational forums for health consumers in metropolitan and regional SA;
 - 11.5.2 Convene consumer consultations in metropolitan and rural/remote areas;
 - 11.5.3 Form close communication links with existing, regionally based mental health consumer advisory groups;
 - 11.5.4 Convene educational workshops and informational forums with mental health consumers from metropolitan and rural/remote areas, and
 - 11.5.5 Develop a web page (in partnership with Department of Health).
- 11.6 Organisational Development
 - 11.6.1 Implementation of the recommendations from the evaluation of the first 12 months of the Health Consumers Alliance.
- 11.7 Service Provision Principles
 - 11.7.1 Consistent with First Steps Forward and the health reform priorities, and
 - 11.7.2 Consistent with the principles in the Consumer and Community Participation Framework for Action.

12. TARGET GROUP:

- 12.1 Although the Service Provider is funded to provide a service to all public health consumers this project requires a specific focus upon the needs of Aboriginal consumers and consumers from rural and remote South Australia.
- 12.2 The Service Provider will ensure mental health consumers are engaged in the development of health services and policies and provided with opportunities to participate in health consumer activities State wide.

13. GEOGRAPHICAL COVERAGE:

The Service Provider will provide a Statewide service.

14. OUTCOMES:

The Service Provider will aim to achieve:

- 14.1 Increased knowledge by the health consumers and the community about health priorities, systems issues, services and relevant legislation;
- 14.2 Increased participation (formal and informal) in the development of policy which affects health consumers and the community, and
- 14.3 Increased opportunities for health consumers and community groups to achieve health system change.

15. OUTPUTS:

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

- 15.1 Policy and System Advocacy
 - 15.1.1 Policy documents
 - 15.1.2 Written submissions
 - 15.1.3 Official correspondence
 - 15.1.4 Record of membership of committees and working parties
 - 15.1.5 Articles for publication
 - 15.1.6 Presentations at meetings and forums
- 15.2 Consumer Nominee Program
 - 15.2.1 Number of requests from organisations to assist in the selection of representatives
 - 15.2.2 Number of representatives nominated
 - 15.2.3 Number of representatives network meeting
 - 15.2.4 Reports to HCA from representatives
 - 15.2.5 Representatives evaluation of experience working on committees
- 15.3 Consumer and Community Representatives Protocol
 - 15.3.1 Written policy ratified by HCA membership
 - 15.3.2 New protocols to be developed and reviewed
 - 15.3.3 Outcome of discussions and negotiations between HCA and organisations utilising representatives
 - 15.3.4 Evaluation of current practices
 - 15.3.5 Record of take up of formulated protocol by organisations utilising representatives
- 15.4 Health and Community Services Complaints Legislation
 - 15.4.1 Information leaflets and other publications written
 - 15.4.2 Record of consultations with metropolitan and rural consumers regarding the Charter
 - 15.4.3 Record of advice to Commissioner's Office and Government
- 15.5 Health Issues – Communications and Forums
 - 15.5.1 List of forums held
 - 15.5.2 Numbers attending
 - 15.5.3 Material presented and discussed
- 15.6 Organisational Development

- 15.6.1 Record progress on the implementation of the recommendations from the evaluation of the first 12 months of the Health Consumers Alliance
- 15.7 Any targets or benchmarks to be established for the above outputs will negotiated with the Service Provider.

16. SERVICE DELIVERY AND CLIENT DATA:

The Service Provider will provide quarterly reports which report upon the output indicators and how the target groups have been engaged (as a minimum) by the 30th day of the month following the close of the quarter. The quarters will be three month periods ending 30 September, 31 December, 31 March and 30 June.

Reports will be submitted to:

Contract Management
Resource Management & Monitoring
Metropolitan Health Division
Department of Health
PO Box 287 Rundle Mall
Adelaide SA 5000

17. SERVICE MONITORING AND EVALUATION:

- 17.1 The Service Provider will work with the Department of Health to assist in its monitoring and evaluation of the provision of the services by the Service Provider and its staff. This work may be done on a regular basis.

18. FINANCIAL ACCOUNTABILITY:

- 18.1 The Service Provider will provide written quarterly reports, in such form as is reasonably required by the Contract Manager, detailing the receipt and expenditure of the Allocated Funds by the 30th day of the month following the close of each quarter. The quarters will be the three month periods ending 30 September, 31 December, 31 March and 30 June.
- 18.2 The report referred to in 18.1 above for the quarter ending 30 June will be certified by at least two senior officers of the Service Provider, affirming that the expenditure was in accordance with the provisions of this Service Agreement and in particular with clause 3.1 of the Terms and Conditions for Grants Funding to Non-Government and Local Government Agencies.
- 18.3 The Service Provider will provide by the 30th of 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.

- 18.4 The Service Provider will provide such other financial information in relation to the provision and administration of the Services as is reasonably required by the Contract Manager and undertakes to make the financial records relating to the provision of the Services available for inspection within ten working days of a written request to that effect by the Minister's Representative.

19. EXTENSION OF AGREEMENT:

- 19.1 Either Party may initiate negotiations with a view to entering into a new agreement for the provision of the Services, or substantially similar services, to come into effect immediately following the Conclusion Date. Should either Party intend not to enter into such negotiations, that Party will advise the other Party in writing of this intention no less than three months prior to the Conclusion Date.
- 19.1.1 Should the Minister not give such advice, the Service Provider will receive funding at the per annum rate(s) specified in the Service Agreement for a period of three months following the Conclusion Date, to enable the Services to be terminated appropriately.
- 19.1.2 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.

20. ENTIRE AGREEMENT AND MODIFICATIONS:

- 20.1 This Service Agreement constitutes the entire agreement of the Parties regarding the matters dealt with in this Service Agreement and supersedes all prior agreements, understandings and negotiations in respect of those matters.
- 20.2 This Service Agreement incorporates any schedules and annexures attached to it, including the Terms and Conditions for Grants Funding to Non-Government and Local Government Agencies.
- 20.3 No addition to or variation of any provision of this Service Agreement shall be binding upon the Parties unless made by written instruction signed by the Parties.

21. SPECIAL CONDITIONS:

- 21.1 The services to be provided by the Service Provider during 2005/06 are to be negotiated with the Department in March 2005.

- 21.2 The services to be provided by the Service Provider during 2006/07 are to be negotiated with the Department in March 2006.
- 21.3 The Service Provider will develop administrative and operational cost minimisation strategies by forming partnerships with other non-government organisations.

THE PARTIES EXECUTE THIS SERVICE AGREEMENT AS FOLLOWS:

SIGNED for and on behalf of the **MINISTER FOR HEALTH**

Signed Date
Minister's Representative
(Having been duly authorised in that regard)

Name: Dr Tom Stubbs Title: A/Chief Executive
Department of Health

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

Signed Date
(Having been duly authorised in that regard)

Name Title