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Our ref: DHS/23/09904



Office of the Chief Executive

Level 8 North
Riverside Building
North Terrace
Adelaide SA 5000

GPO Box 292
Adelaide SA 5001

DX115

Tel: 08 8413 9050
Fax: 08 8413 9002

ABN 11 525 031 744

Sent by email: [REDACTED]

Dear [REDACTED]

Freedom of Information Determination

I refer to your application under the *Freedom of Information Act 1991* (the FOI Act), received by the Department of Human Services (DHS) on 10 October 2023, seeking access to:

Please provide digital copies of all documents relevant to the agreement between the South Australian Government and the Home for Incurables Trust, Purple Orange and any other organisations related to the role and responsibility of parties for the management and for the sale of the 7-acre property known as 'Highgate Park' at 103 Fisher St, Fullarton. Please note that Highgate Park was previously known as the Julia Farr Centre.

I apologise that DHS did not make a determination within 30 days as required by the FOI Act. However, DHS has continued to process your application outside of this timeframe.

Twelve documents were located that fit within the scope of your request and I have determined as follows:

- Six documents are to be released in part, and;
- Access is refused to six documents.

Please find enclosed a document schedule containing a brief description of each document and my determination in summary form.

Released in part.

Document 5 contains information that, if released, would disclose details concerning deliberations or decisions of Cabinet. I have therefore determined this information exempt pursuant to clause 1(1)(e) of Schedule 1 to the FOI Act. In accordance with section 20(4) of the FOI Act, I consider that you would wish for access to the rest of the document after exempt information is removed, and I am therefore releasing this document to you in part.

Documents 1, 2, 4, 5, 11 and 12 contain information relating to the personal affairs of third parties. I consider that it would be unreasonable to disclose this information, and determine the information exempt pursuant to clause 6(1) of Schedule 1 of the FOI Act. In accordance with section 20(4) of the FOI Act, I consider that you would wish for access to the rest of the documents after exempt information is removed, and I am therefore releasing these documents to you in part.

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Documents 1 and 4 contain information relating to the business affairs of third parties. I consider that it would be unreasonable to disclose this information, and determine the information exempt pursuant to clause 7(1) of Schedule 1 of the Act. The documents contain matter of a commercial value, the disclosure of which could reasonably be expected to destroy or diminish the commercial value of the information and would, on balance, be contrary to the public interest. The proprietary content and pricing structure of executive coaching packages are highly competitive, and their disclosure could impact the ability for DHS to effectively engage such services in the future. In accordance with section 20(4) of the Act, I consider that you would wish for access to the rest of the documents after exempt information is removed and am therefore releasing these documents to you in part.

Refused in full.

Access to documents 3 and 6 has been refused as these documents are publicly available. A link to where these documents can be located on the internet has been provided in the schedule of documents, which is attached to this determination.

Access to documents 7-10 has been refused as these documents were provided to you as part of a determination for your previous FOI application (DHS/23/09905).

If you are dissatisfied with my determination, you can seek an internal review by writing to the Chief Executive, DHS, as the Principal Officer of the agency. Your request should be sent within 30 days of your receipt of this letter. A copy of the FOI Review Rights and Appeals is attached to this determination.

In accordance with the requirements of Premier and Cabinet Circular PC045, details of your FOI application, and the documents to which you are given access, may be published on the agency's disclosure log. A copy of PC045 can be found at:

<https://www.dpc.sa.gov.au/resources-and-publications/premier-and-cabinet-circulars>

If you have any questions in relation to this matter, please contact the FOI Team on telephone 8413 9094 or by email at DHSFreedomofInformation@sa.gov.au. If you disagree with publication, you will need to advise the FOI Team within two weeks of the date of this determination.

Yours sincerely,



Amanda Stone

ACCREDITED FREEDOM OF INFORMATION OFFICER

27 / 03 / 2024

Encl: Schedule of Documents
FOI Review Rights and Appeals
Documents for release

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SCHEDULE OF DOCUMENTS – DHS/23/09904

Freedom of information application from [REDACTED] seeking access to:

Please provide digital copies of all documents relevant to the agreement between the South Australian Government and the Home for Incurables Trust, Purple Orange and any other organisations related to the role and responsibility of parties for the management and for the sale of the 7-acre property known as 'Highgate Park' at 103 Fisher St, Fullarton. Please note that Highgate Park was previously known as the Julia Farr Centre.

No	Author	Date	Description of document	Determination	Exemption clause
1.	Department of Human Services (DHS)	01/11/2022	Facilitation of the HFI Trust Working Group Agreement – Extension and Variation Letter	Partial Release	Clause 6(1) Clause 7(1)(b)
2.	Think Human	01/05/2020	HFI Trust: Beneficiary Engagement Project Plan	Partial Release	Clause 6(1)
3.	Think Human	October 2020	HFI Trust Beneficiary Consultation – Final recommendations and project report	Refused access as publicly available at:	https://yoursay.sa.gov.au/legacy-of-highgate-park
4.	Government of South Australia	23/03/2022	Standard Goods and Services Agreement	Partial Release	Clause 6(1) Clause 7(1)(b)
5.	DHS	Various Dates	Email Chain	Partial Release	Clause 1(1)(e) Clause 6(1)
6.	DHS	Undated	Home for Incurable Trust – Financial Authorisation Instrument	Refused access as publicly available at:	https://dhs.sa.gov.au/_data/assets/pdf_file/0008/95606/Determination-DHS-20-07120.pdf
7.	[REDACTED]	Various Dates	Email Chain	Refused access	Released in your previous determination DHS/23/09905 (document 11)
8.	[REDACTED]	Various Dates	Email Chain	Refused access	Released in your previous determination DHS/23/09905 (document 12)
9.	DHS	Various Dates	Email Chain	Refused access	Please see your previous determination DHS/23/09905 (document 10)
10.	DCSI	Various Dates	Email Chain	Refused access	Please see your previous determination DHS/23/09905 (document 9)
11.	DHS	21/12/2022	Facilitation of the HFI Trust Working Group Agreement – Extension and Variation Letter	Partial Release	Clause 6(1)
12.	DHS	01/08/2023	Facilitation of the HFI Trust Working Group Agreement – Variation Letter	Partial Release	Clause 6(1)

Your Rights to Review and Appeal

Freedom of Information Act 1991

INTERNAL REVIEW

If you are dissatisfied with a determination made by the Department of Human Services in relation to:

- an FOI application for access to a document, or
- a request for amendment to your personal records; or
- a request to pay an advanced deposit or further fees and charges.

you are entitled to apply for an Internal Review of that determination.

How do I make a request for Internal Review?

To make an application for an Internal Review you must:

- write a letter or lodge an Internal Review application to the Principal Officer of the Department of Human Services, and
- include the application fee of **\$40.75**.

The Department of Human Services accepts payment by money order or cheque.

What if I have a concession card?

In some cases, the fee for an Internal Review can be waived. If you are the holder of a current concession card or if you can satisfy the agency that the payment of the fee would cause financial hardship, the agency may waive or remit the application fee.

If you are a concession cardholder you will need to provide evidence, eg: you should attach a copy of your concession card when you make the application. Alternatively, you should provide written reasons as to why the payment of a fee would cause you financial hardship.

How long does an Internal Review take?

If you wish to make an application for Internal Review, you need to do so within 30 calendar days after the date of the determination.

You will be advised of the outcome of your Internal Review application within 14 calendar days of it being received by the agency.

If the agency does not deal with your Internal Review application within 14 calendar days, you are entitled to an External Review by the Ombudsman SA.

When can't I apply for an Internal Review

If the determination was made by the Chief Executive of the Department of Human Services, and you are dissatisfied with that determination you cannot apply for an Internal Review. You can apply for an External Review by the Ombudsman SA or SACAT.

If you are dissatisfied with a decision to extend the timeframe to deal with your application, you cannot apply for an Internal Review. You can however seek an External Review by the Ombudsman SA.

Do I have to pay for a review of a fee or charge?

Fees and charges are in accordance with section 53(3) of the FOI Act. Specifically, where an Agency determines a fee or charge you disagree with, it must, review that fee or charge and where appropriate reduce the fee.

A person seeking a review of a fee or charge is not required to pay an application fee or any other charge in relation to this review. Where the agency decides not to reduce the fee or charge and you are still dissatisfied, you can apply to the Ombudsman SA for an External Review.

EXTERNAL REVIEW

Where a person is aggrieved by an agency's determination and that person has gone through the Internal Review process (or there was no right to Internal Review), that person can choose to apply to the Ombudsman SA or go directly to SACAT for an External Review. However, if an application for review of a determination has been made to the Ombudsman SA, SACAT cannot review the matter until that application has been decided.

Commencing a review with SACAT bars any right to apply for a review by the Ombudsman.

After an Internal Review has been completed, or where you are unable to apply for an Internal Review, and you are dissatisfied with the decision, you have the right to apply for an External Review.

How long will an External Review take and how much will it cost?

If you wish to make an application for an External Review you must do so within 30 (calendar) days after the date of the determination. However, the Ombudsman SA can extend this time limit. There is no statutory time limit for External Review. The time taken to complete the review will depend on the size and complexity of your original request and the current workload of the officers who will be undertaking the review. You should discuss any concerns you have directly with the Ombudsman SA.

There is no fee or charge for investigations undertaken by the Ombudsman SA.

Telephone: (08) 8226 8699
Toll free: 1800 182 150 (outside metro SA only)
Facsimile: (08) 8226 8602
Email: ombudsman@ombudsman.sa.gov.au

POSTAL ADDRESS
PO Box 3651, Rundle Mall SA 5000

APPEAL TO THE SOUTH AUSTRALIAN CIVIL AND ADMINISTRATIVE TRIBUNAL (SACAT)

Where a person is aggrieved by an agency's determination and that decision was made:

- by an accredited FOI officer who was not the principal officer of the agency; and
- without the direction of the principal officer or without the direction of a person or body to which the principal officer is responsible,

that person must first apply to the agency for an Internal Review before applying to SACAT.

There is a filing fee applicable for this type of application. Payment can be made online by credit card at the time of completing the online form, or by using one of the other options outlined in the payment section of the online form.

If you have any further questions please call SACAT on 1800 723 767 (and press menu option 3). The postal address for SACAT is GPO Box 2361, Adelaide SA 5001.

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Project ID: 10197

1 November 2022

Robbi Williams
Chief Executive Officer
Julia Farr Association Inc
ABN: 16 464 890 778
robbiw@purpleorange.org.au

Procurement and Grants Unit

Level 8 South East,
Riverside Building
North Terrace
Adelaide SA 5000

GPO Box 292
Adelaide SA 5001

Tel (08) 8415 4460

ABN 11 525 031 744

Dear Robbi Williams

P10197 FACILITATION OF THE HFI TRUST WORKING GROUP AGREEMENT – EXTENSION AND VARIATION LETTER

I refer to the agreement between the **Minister for Human Services (Government Party)** and **Julia Farr Association (Supplier)** dated 23 March 2022, for the facilitation of the HFI Trust Working group to provide recommendations on the future of the trust (**Contract**).

I confirm that the Government Party is extending the Contract in accordance with **Attachment 1 – Item 5 Extension Period**. Therefore, the extended term will commence on 5 November 2022 and expire on 31 January 2023.

I confirm that the parties have agreed to vary the Contract as follows:

1. **Attachment 1, Item 7 Contract Managers** is amended to read:

Government Party:

Sophie Murgatroyd
Graduate Officer
Disability Services
M: 08 8207 0747
E: Sophie.murgatroyd@sa.gov.au

Supplier:

Cathy Cochrane
Policy & Research Leader,
P: **Clause 6(1)**
E: cathyc@purpleorange.org.au

2. **Attachment 1, Item 17 Price and Payment (including address for invoices)** is amended to read:

Total contract amount: \$30,690 (GST exclusive)

3. **Attachment 5, Clause 3 Deliverables** is amended to read:

Deliverables	Timeline
4-7 meetings of the HFI Trust Working Group	March 2022 – January 2023
Draft report with recommendations to the Trustee	Week beginning 9 January 2023
Revisions to Report	Week beginning 23 January 2023
Final Report with recommendations to the Trustee	No later than COB Monday 31 January 2022

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4. Attachment 6 – Pricing and Payment is amended to read:

Pricing Schedule:

Item	Cost (GST Exclusive)
Clause 7(1)(b)	
TOTAL	\$30,690

Invoices should be addressed as follows:

Department of Human Services
Sophie Murgatroyd
Graduate Officer
Disability Services
M: 08 8207 0747
E: Sophie.murgatroyd@sa.gov.au
GPO Box 11027
Adelaide SA 5001
Reference Number: P10197

The parties further agree that in all other respects the terms and conditions of Contract shall continue to apply without variation.

In consideration of the grant of this extension and variation by the Government Party, you will pay a variation fee of \$1.10 (GST inclusive) if demanded by the Government Party.

Please signify your acknowledgement of this extension by signing and returning the duplicate of this letter.

Yours Sincerely,

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DocuSigned by:
Clause 6(1)

.....
Joe Young
Executive Director
Disability Services
Department of Human Services

Date: 01-Nov-2022

Julia Farr Association hereby agrees to extend and vary the Contract dated 23 March 2022 with the Government Party on the terms specified in this letter.

Signed for and on behalf of **Julia Farr Association**

DocuSigned by:
Clause 6(1)

.....
[Name: Robbi Williams]
[Title: CEO]

Date: 04-Nov-2022

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Think Human

Strategy. Dialogue. Design.

HFI Trust: Beneficiary Engagement Project Plan

*prepared for Joe Young, Muriel Kirkby and Julie Oliver
1st May 2020*

Summary

This Engagement Plan is designed to formulate options for the future of the HFI Trust Fund to continue to support beneficiaries, specifically people who are unable to live independently without support.

There are four critical success factors:

- financial sustainability
- community support
- improved assistance to beneficiaries
- meet unmet needs for beneficiaries

This plan outlines the key informants and themes to enable us to provide recommendations to the Minister of Human Services as the sole Trustee of the HFI Trust.

The Client Advisory group is a key stakeholder group to inform project design and development at the outset of the Engagement and between Engagement phases.

In order to move forward with this Engagement Plan, Think Human requires:

1. That this Engagement Plan is endorsed by the DSRGC & the Minister for Human Services
2. That as far as is practicable, clarity is provided on the current and likely future financial position of the Trust in terms of running costs, outgoings and anticipated turnaround of any likely settlement of sale, in order to make viable recommendations. (It is however acknowledged that the economic instability emerging as a result of the current pandemic creates a higher degree of uncertainty around the market interest in the site.)

Background

Project purpose

The purpose of the HFI Trust Beneficiary Engagement Project is to undertake stakeholder engagement to formulate options for the future of the HFI Trust Fund to continue to support beneficiaries, specifically people who are unable to live independently without support.

The Fullarton Campus or Highgate Park site was established by Julia Farr under the Home for Incurables (HFI) Trust in 1879 and it is still owned by the HFI Trust. The Minister for Disabilities is the sole Trustee of the Trust.

The future of the site, and the Trust as a financial entity, is the Trustee's personal decision. Since 1879, the site has been a residential facility for people with high level physical and neurological disabilities and complex health needs.

Institutional models of accommodation are outdated and in the near future, there will be no residents at the Highgate Park site. The NDIS now provides accommodation for people in community settings. A decision is required about the future of the Trust and how it can help beneficiaries in new ways.

As well as supporting the legal obligations of the Trustee to consult with beneficiaries in her decision, stakeholder engagement is required to ensure South Australians are involved in decisions that matter to them.

Critical success factors

Critical success factors for the HFI Trust Beneficiary Engagement Project are outlined below and have shaped the proposed engagement process.

a) Financial sustainability of the HFI Trust

- sustainable future for the Trust, with maximum possible funds available to support beneficiaries
- minimal resourcing required from State Government to implement and run long term in terms of staffing and administrative processes.
- No obligation to keep the site, sale proceeds must be used for the purpose of the Trust.

b) Community support

- preferred option aligns with feedback from the community including people with disabilities and their families and carers
- reasonable and realistic option for the Trust and the Fullarton site
- preferred option respects the legacy of the HFI Trust and the history of the site.

c) Improved assistance to beneficiaries

- increased number of people with disabilities benefitting from the HFI Trust, potential to benefit rural and remote communities.

d) Meet unmet need for HFI Trust beneficiaries

- benefits provided by the Trust should not duplicate services and products provided by NDIS or other areas of Government.

Current context

Since this Engagement Project was approved, a global pandemic has been declared in response to Coronavirus and the resultant risk of widespread COVID-19 infection. This has led to unprecedented measures in Australia to enforce social distancing and reduce infection rates. This has inevitable implications on the design of this Engagement Project moving forward.

The Plan that follows has been developed in light of a series of internal scoping interviews and engagements, and within the context of the current social constraints. We have also outlined a number of options to consider depending on developments in the coming days and weeks and are working from the assumption that social distancing at least will begin force for the duration of the project, with perhaps tighter measures in addition.

Scoping interviews and engagement were carried out with key DHS staff; three family members of current and previous clients of Highgate Park; and the CEO of Purple Orange (JFS) to develop this plan. Whilst it was part of the initial plan to engage the Client Influencer Group in the Scoping phase, and explore opportunities with them to be part of a lived experience advisory group throughout the Engagement phase, this connection was not possible as a result of the COVID-19 restrictions and engagement with that group is only commencing now. It is still our intention that people with disabilities, or their families or carers as appropriate, would provide advisory support throughout the project.

It is our intention, as far as is practicable with the current restrictions, to engage people with disabilities, including those who cannot self-advocate, using virtual and distance engagement methods. It is our hope that, given the current positive trajectory of COVID-19 in South Australia, we will be able to commence some face-to-face engagement, adhering to social distancing guidelines, in the later stages of the project.

Project detail

The table below provides an overview of the critical success factors as provided by DHS, aligned to the key questions the engagement phase will seek to answer, and the key informants we will engage. For phasing of these discussions, as well as further detail on stakeholder groups to be involved in the engagement phase, see the detailed project plan that follows.

All engagement activity will align with the Better Together Principles, the Disability Inclusion Plan and Inclusive SA guidelines for engagement.

Critical success factor	Key questions to answer	Key informants
Financial sustainability of the HFI Trust	<p>What is the best option for the site to ensure a sustainable future for the Trust?</p> <p>What is the current equity in the Trust?</p> <p>What are the ongoing running costs of the Trust once the building is vacant?</p> <p>What are the likely timescales to release equity once a decision is made about the use / sale of the land?</p> <p>What are the opportunities identified by beneficiaries that are viable with the funds held by the Trust today and with potential future funds?</p> <p>What are the opportunities identified by beneficiaries that are viable with available Government resources to manage the Trust?</p> <p>Are there other options to offer a more sustainable future for the Trust other than direct Government management?</p> <p>What roles could people with disabilities have within the Trust into the future?</p>	DHS Finance Department DHS leadership Leadership from other similar Trusts (e.g. Wyatt Trust, Fay Fuller Foundation)

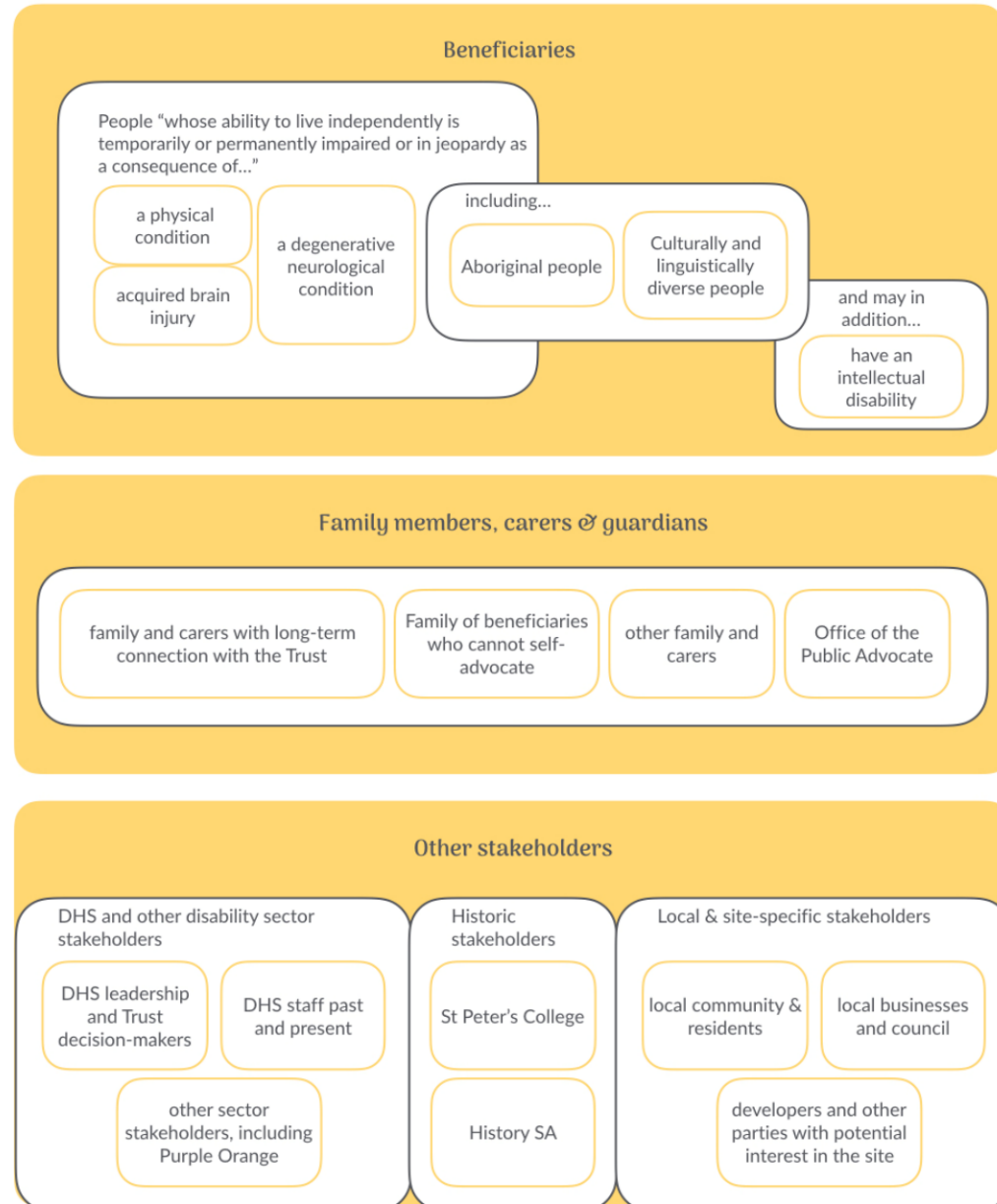
Community support	<p>What are beneficiaries' views on the site, in terms of history, legacy and continuity of a disability support presence at Highgate Park?</p> <p>What is the option for the site that best reflects the needs and wants of the beneficiaries?</p> <p>What is the option for the Trust that best reflects the needs and wants of the beneficiaries?</p> <p>How should the history and legacy of the site be honoured?</p> <p>What are the views of local communities on the future of the site?</p>	<p>People with disabilities and their families/carers</p> <p>Sector and DHS staff</p> <p>Local stakeholders</p>
Improved assistance to beneficiaries	<p>Who are the beneficiaries of the Trust into the future?</p> <p>What are their needs and priorities?</p> <p>How do their needs and priorities align with what is possible within the constraints of the Trust?</p> <p>How can the Trust of the future be shaped by and responsive to the changing and evolving priorities of people living with disabilities?</p>	<p>DHS</p> <p>Legal advisors e.g. Crown</p> <p>People with disabilities and their families/carers</p> <p>Sector and DHS staff</p>
Meet unmet need for HFI Trust beneficiaries	<p>Who are the beneficiaries of the Trust into the future?</p> <p>What are the gaps in their support?</p> <p>What are the barriers they face and the needs they have which are not met by NDIS or other services?</p> <p>What creative ways could the Trust meet these needs?</p>	<p>People with disabilities and their families/carers</p> <p>Sector and DHS staff</p>

Project stakeholders

In undertaking this work, we will operate using the Stakeholder hierarchy outlined. Priority will be given to the voices and opinions of people with disabilities who fall within the scope of the HFI Trust. Our understanding of the characteristics that define a beneficiary, as determined from the documentation that we have received from DHS, are outlined in the top layer of the hierarchy to the right.

It is our understanding that the Trust has not traditionally supported children; however thus far we have not seen articulated within Trust documentation made available to Think Human that children are expressly excluded from the scope of the Trust. We would seek clarification on this question from DHS at the commencement of the Engagement phase.

Stakeholder hierarchy for Engagement



Engagement phases

Project assumptions:

This plan assumes:

- that staff and families will still be able to assist with recruiting and supporting people living with disabilities to participate, and will themselves have time to engage in the Project.
- that people living with disabilities will be willing to engage in this project during this time of great uncertainty and volatility.
- that key staff in DHS, including those with decision-making responsibility for this project and those with financial oversight of the Trust, will be available to participate in the project at key points to provide timely advice and feedback.
- that key informants from other agencies and sectors will be available and willing to participate in this project.
- that a decision is reached within two weeks of receipt of this Engagement Plan, with Ministerial approval, to enable delivery of final recommendations by the end of August 2020.

HFI Trust Beneficiary Engagement Project: summary of phases		
Scoping phase		
Beneficiaries & key stakeholders who can give us feedback on proposed engagement plan and methodology		
Key informants	Purpose of engagement	Channels
Client Influencer Group (members who are able to self-express using computer-based technology or phone or who live with family who can support them)	<p>To explore the planned model of engagement and invite their feedback & advice on how to enable engagement with beneficiaries during COVID-19 restrictions & beyond</p> <p>their ongoing participation as advisory partners.</p> <p>To test the main engagement themes relating to both the future of the Trust and the future of the site</p> <p>To begin to explore ideas for where the Trust could add value for people with disabilities</p>	Phone interviews, emails, Zoom meetings (mix of 1:1 and group as per their personal preference and ability to engage)
Family members of former Highgate Park residents	<p>To explore the planned model of engagement and invite feedback & advice on how to enable engagement with beneficiaries during COVID-19 restrictions & beyond</p> <p>To test the main engagement themes relating to both the future of the Trust and the future of the site</p> <p>To begin to explore ideas for where the Trust could add value for people with disabilities</p>	Zoom meetings and phone calls

Purple Orange	<p>To explore the planned model of engagement and invite feedback & advice on how to enable engagement with beneficiaries during COVID-19 restrictions & beyond</p> <p>To test the main engagement themes relating to both the future of the Trust and the future of the site</p> <p>To begin to explore ideas for where the Trust could add value for people with disabilities</p>	Zoom meeting
DHS Aboriginal-specific staff, Incompro & Aboriginal Elders Village	To understand the specific issues from an Aboriginal perspective and adapt the engagement themes and methodologies accordingly	Phone interviews, Zoom meetings
DHS Disability staff offering CALD-specific support & FECCA/other specialist agencies	To understand the specific issues from a culturally and linguistically diverse perspective and adapt the engagement themes and methodologies accordingly	Phone interviews, Zoom meetings
Engagement phase 1 (6 weeks)		
The beneficiaries & those who can link us to beneficiaries (**please note: this plan has been adapted to reflect the current restriction we are facing with COVID-19. It is hoped that during the course of this Engagement project, we will be able to undertake face-to-face engagement with people with disabilities, and that we will be able to meaningfully engage people with disabilities who cannot self-express using technology, with in-person support from families/carers or staff. We acknowledge this is currently a gap in the engagement plan.)		
Key informants	Purpose of engagement	Channels
People with disabilities who can self-express using computer-based technology (video conference, online survey or email) or phone-based technology (phone call or SMS)	<p>To undertake an expansive and divergent exploration of current lived experience for people with disabilities and their families and carers</p> <p>To undertake an expansive and divergent exploration of the main engagement themes relating to both the future of the Trust and the future of the site</p>	Primarily 1:1 Phone interviews, Zoom meetings, online surveys & forums emails



Families and carers of people with disabilities who <i>cannot</i> self-express using computer-based technology or phone		
Aboriginal people with disabilities (ABI, physical and degenerative neurological conditions) who can self-express using computer-based technology or phone	<p>To undertake an expansive and divergent exploration of current lived experience for Aboriginal people with disabilities and their families and carers</p> <p>To undertake an expansive and divergent exploration of the main engagement themes from an Aboriginal perspective relating to both the future of the Trust and the future of the site</p>	<p>Primarily 1:1 Phone interviews, Zoom meetings, online surveys & forums</p>
Families and carers of Aboriginal people with disabilities (ABI, physical and degenerative neurological conditions) who <i>cannot</i> self-express using computer-based technology or phone		
Culturally & linguistically diverse people with disabilities (ABI, physical and degenerative neurological conditions) who can self-express using computer-based technology or phone	<p>To undertake an expansive and divergent exploration of current lived experience for culturally and linguistically diverse people with disabilities and their families and carers</p> <p>To undertake an expansive and divergent exploration of the main engagement themes from a CALD perspective relating to both the future of the Trust and the future of the site</p>	<p>Primarily 1:1 Phone interviews, Zoom meetings, online surveys & forums</p>
Families and carers of Culturally & linguistically diverse people with disabilities (ABI, physical and degenerative neurological conditions) who <i>cannot</i> self-express using computer-based technology or phone		



People with disabilities (ABI, physical and degenerative neurological conditions) as described above in regional and rural locations	<p>To undertake an expansive and divergent exploration of current lived experience for people with disabilities and their families and carers in regional and rural locations</p> <p>To undertake an expansive and divergent exploration of the main engagement themes from a regional and rural perspective relating to both the future of the Trust and the future of the site</p>	Primarily 1:1 Phone interviews, Zoom meetings, online surveys & forums
Family members and carers		
Key informants	Purpose of engagement	Methodologies
Family members and carers of people with disabilities who have benefitted from the Trust	To undertake an expansive and divergent exploration of the main engagement themes relating to both the future of the Trust and the future of the site	Phone interviews, Zoom meetings, online surveys
Family members and carers of people with disabilities who could benefit from the Trust	To undertake an expansive and divergent exploration of the main engagement themes relating to the future of the Trust	Phone interviews, Zoom meetings, online surveys
The staff and stakeholders supporting the disability sector		
Key informants	Purpose of engagement	Methodologies
DHS staff (past and present)	To undertake an expansive and divergent exploration of the main engagement themes relating to both the future of the Trust and the future of the site	Phone interviews, Zoom meetings, online surveys
Staff from other disability supported accommodation providers	To understand more about the needs of people with disabilities as identified through recent research and ongoing work with clients	
Office of the Public Advocate	To understand more about the needs of people with disabilities whom they support and their perception of gaps and needs	Phone interviews, Zoom meetings
Other stakeholders		



Key informants	Purpose of engagement	Methodologies
Local residents and local agencies with an interest in the site	To undertake an expansive and divergent exploration of the main engagement themes relating to the future of the site only	Zoom meetings, online surveys, phone interviews with key individuals (e.g. Unley Mayor)
Historic partners (St Peters College, History SA, Uniting Church etc.)	To explore options for preserving the legacy of the Trust and Julia Farr	Zoom meetings, online surveys, phone interviews
Other parties who have expressed an interest (including those who signed up for information through YourSay)	To explore public perceptions about the site and its potential futures	Online surveys, Zoom meetings, phone interviews with key individuals

Phase 2 (4 weeks)		
To test the insights and ideas from phase one to develop priorities and recommendations based on the views of people with disabilities with additional input from other stakeholders		
Key informants	Purpose of engagement	Methodologies
Client Influencer Group	<p>To jointly review insights from phase one and shape Phase two discussions with their advice and input</p> <p>To review and provide feedback on insights at the end of Phase two discussions prior to making recommendations</p>	Zoom meetings and phone calls
All cohorts of people with disabilities engaged in phase one, including new participants as identified through phase one.	To explore the emerging priorities from Phase one and reach consensus on which opportunities are most desirable for people with disabilities	Zoom meetings, online surveys & forums (phone calls where the above is not possible)



Families and carers of those people with disabilities who cannot self-express using computer-based technology or phone	To explore the emerging priorities from Phase one and gain insights and indicators on which opportunities they believe would be most desirable for their family members	Zoom meetings, online surveys & forums (phone calls where the above is not possible)
DHS leadership and staff	To explore the emerging priorities from Phase one and gain insights and indicators on which opportunities they believe would be most viable.	Zoom meetings and phone calls
Local residents and local agencies with an interest in the site	To explore the emerging priorities from Phase one and gain insights and indicators on the local response to proposed options for the site only, and with particular focus on the legacy aspects of the site in the future.	Zoom meetings, online surveys
Leadership of other similar Trust funds	To understand more about what viable options look like for ongoing governance of the Trust as envisioned by beneficiaries	Phone calls
Other parties who have expressed an interest (including those who signed up for information through YourSay)	To share emerging priorities and options and seek public feedback	Online surveys

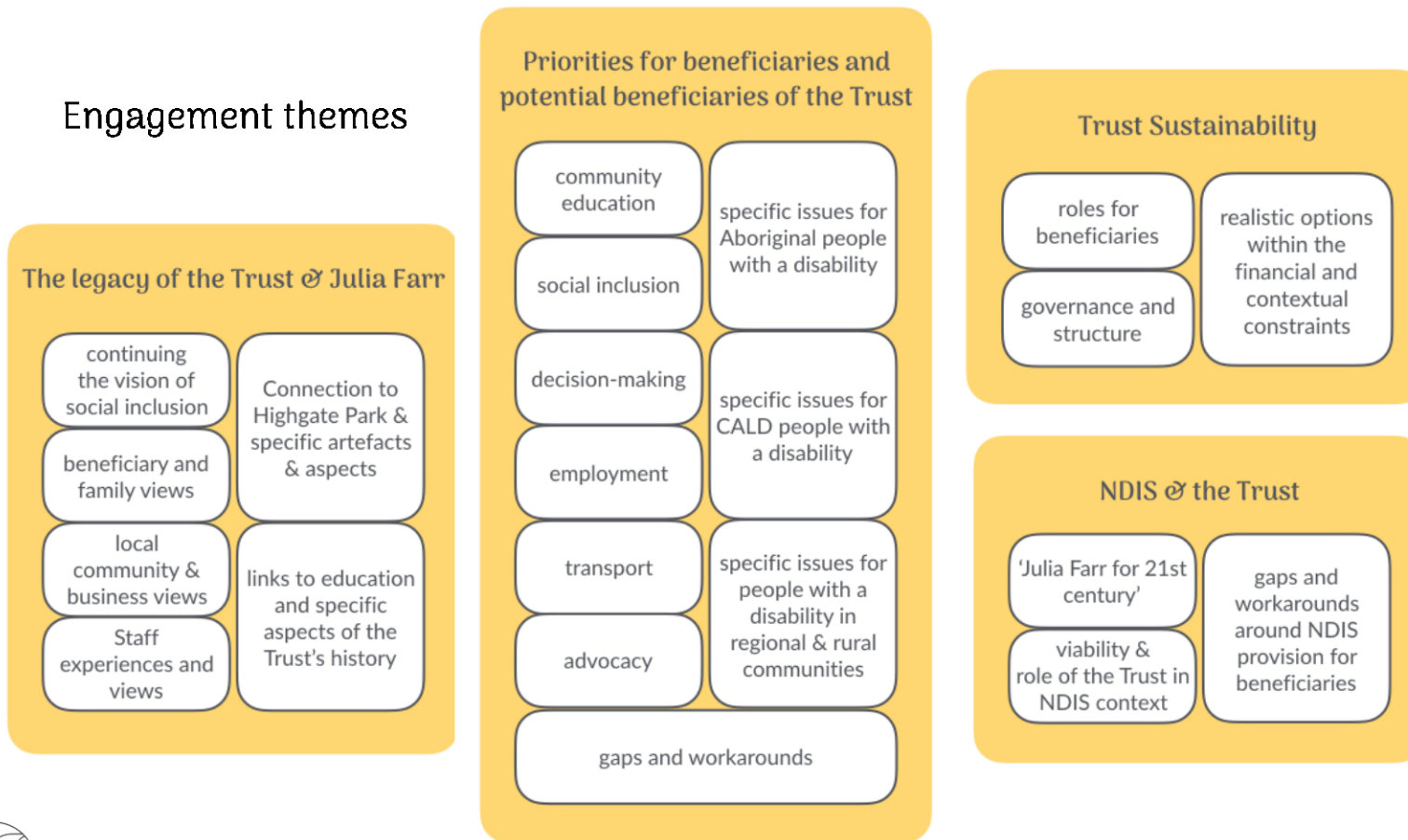
Engagement themes & methods

The broad themes for engagement are outlined below. These have been shared with representatives from the Client Influencer Group and other key stakeholders, and will undergo further refinement based on feedback from Client Influencer Group members. Engagement methods will be as interactive as is possible within the constraints created by the current pandemic conditions.

Engagement will be conducted to align with Better Together Principles, Inclusive SA principles and the State Disability Action Plan. We are drawing on the research already undertaken and the themes and priorities voiced by

people with disabilities in that work and in the subsequent Plan. For Aboriginal people with disabilities we will consider the Ten Priorities of the First Peoples' Disability Network; whilst these are focused on the implementation of NDIS, they provide a helpful framework for us in the Engagement work with Aboriginal people. For Aboriginal and culturally and linguistically diverse people with a disability we will engage first with representative bodies and service providers via our Aboriginal consultant Dana Shen, to aid in the design of culturally appropriate engagement.

Engagement themes



Next steps

- gain endorsement and approval to commence Engagement Phase by mid-May from DSRGC and the Minister for Human Services
- continue to undertake discussions with key internal stakeholders, particularly the Client Influencer Group, to shape the detailed Engagement methodology
- launch YourSay public survey mid-May
- commence Engagement phase mid-May

A timeline for the project is provided below:

HFI Trust Community Engagement Project Timeline (draft)

	Scoping phase						Research phase #1*						Analysis phase #1*		Research phase #2*			Analysis phase #2*		Development & final delivery of Recommendations & final report*			
Week beginning (W/B)	24/2	2/3	9/3	16/3	23/3	30/3	4/5	11/5	18/5	25/5	1/6	8/6	15/6	22/6	29/6	6/7	13/7	20/7	27/7	3/8	10/8	17/8	24/8
Think Human	Plan scoping w/shop	Scoping w/shop	Scoping research plan	Scoping research I/views and meetings	I/views & meetings continue		DSRGC meeting		Interviews #1: Beneficiaries / families & carers/ staff / disability sector				Initial analysis of research		Interviews #2			Detailed analysis of research		Draft report	Draft report review	Final report submission & presentations	
					Development of Engagement Plan	Progress meeting			Focus groups & online engagement #1				Progress meeting		Focus groups & online #2			Progress meeting					
Key stakeholders (Internal)			Progress meeting				DSRGC meeting	seek Minister approval		Progress meeting													
Key stakeholders (External)									Interviews and focus groups / online engagement #1						Interviews, Focus groups & online #2					if required			

* Timings and detail subject to approval of Engagement Plan at end of Scoping Phase

For more information:

Melanie Lambert, Think Human director
melanie@thinkhuman.com.au / **Clause 6(1)**

**STANDARD GOODS AND SERVICES AGREEMENT
FACILITATION OF THE HFI TRUST WORKING GROUP
P10197**



AGREEMENT made on **23** of **March 2022**

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")

AND:

THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1 ("the Supplier")

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

EXECUTED AS AN AGREEMENT

SIGNED by a duly authorised officer for and on behalf)
of THE GOVERNMENT PARTY NAMED IN ITEM 1)
OF ATTACHMENT 1 in the presence of:)

Clause 6(1)

Witness signature

Helen McGeeoch

Witness name

Clause 6(1)

Authorised officer signature

Joel Young

Authorised officer name

SIGNED for and on behalf of THE PARTY NAMED IN)
ITEM 2 OF ATTACHMENT 1 by a duly authorised)
officer in the presence of:)

Clause 6(1)

Witness signature

Georgia Reason

Witness name

Clause 6(1)

Authorised officer signature

Robbi Williams, CEO

Authorised officer name

Attachment 1 - Agreement Details

Item 1	Government Party	Minister for Human Services ABN: 11 525 031 744 Level 12, 1 King William Street, Adelaide SA 5000
Item 2	Supplier	JFA Purple Orange 104 Greenhill Road Unley SA 5061
Item 3	Commencement Date	Upon execution of agreement
Item 4	Expiry Date	4 November 2022
Item 5	Extension Period	3 months
Item 6	Supplier's ABN	16 464 890 778 Registered for GST: Yes
Item 7	Contract Managers	Government Party: Julie Oliver Manager, Strategic Initiatives Disability Services M: [REDACTED] E: Julie.oliver@sa.gov.au Supplier: Skye Kakoschke-Moore Team Leader, Policy & Projects M: [REDACTED] E: skyek@purpleorange.org.au
Item 8	Named Persons	not applicable
Item 9	Details of Goods	not applicable
Item 10	Delivery Date Delivery Point	not applicable
Item 11	Installation Date	not applicable
Item 12	Warranty Period	not applicable
Item 13	Details of Services	To facilitate the HFI Trust Working Group to provide recommendations on the future of the Trust, which will hold the proceeds of the sale of the Highgate Park site for the benefit of people living with a disability.
Item 14	Delivery Date Delivery Point	See Attachment 5 Specifications
Item 15	Reports and Manuals	not applicable

Item 16	Milestone Dates	See Attachment 5 Specifications
Item 17	Price and Payment (including address for invoices)	Total contract amount: \$26,835 (GST exclusive) See Attachment 6 for detailed pricing information
Item 18	Insurances Public Liability Insurance	Not less than \$1,000,000
Item 19	Liability Limit	1 x the Total Contract Amount (GST Exclusive)
Item 20	Other Termination Rights	not applicable
Item 21	Approved Subcontractors	not applicable
Item 22	Additional Personnel Checks	not applicable
Item 23	Notice Period for Termination for Convenience	not applicable

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

3. SUPPLY OF GOODS (IF APPLICABLE)

- 3.1 If Goods are being supplied under this Agreement then the Supplier must:
- (a) supply the Goods in accordance with this Agreement;
 - (b) sell the Goods without encumbrance;
 - (c) deliver the Goods to the Delivery Point on or before the Delivery Date;
 - (d) comply with the Government Party's reasonable directions and delivery instructions;
 - (e) if requested by the Government Party, provide the Government Party with material safety data sheets with respect to the Goods delivered;
 - (f) provide test evidence for the Goods if required; and
 - (g) if indicated in Attachment 1, install the Goods on or before the Installation Date.
- 3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.

4. INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)

- 4.1 The Government Party may inspect the Goods to determine whether to accept or reject the Goods.
- 4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.
- 4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:
- (a) on delivery, if the Government Party notifies the Supplier that it accepts the goods; or
 - (b) if no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point.
- 4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.
- 4.5 If the Government Party rejects the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:
- (a) resupply the Goods and remove the non-conforming Goods from the Delivery Point; or
 - (b) repair the Goods.
- 4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.
- 4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

5. WARRANTY PERIOD (IF APPLICABLE)

- 5.1 If during the Warranty Period the Goods fail to comply with the warranties in clause 9.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:

- (a) replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or
- (b) refund the Price.

6. SUPPLY OF SERVICES (IF APPLICABLE)

- 6.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.
- 6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.
- A. The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 6.3 The Supplier must ensure that Services are delivered:
- (a) to a standard that meets or exceeds the Service Levels;
 - (b) in accordance with the warranties in clause 9.4; and
 - (c) by any Milestone Dates.
- 6.4 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

7. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

8. SERVICE VARIATION (IF APPLICABLE)

- 8.1 If the Government Party wishes to vary the scope of the Services ("Variation"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("Quote") setting out:
- (a) any impacts on the timing of or completion of tasks;
 - (b) the varied price and payment arrangements; and
 - (c) any changes to the terms that apply to the performance of the Services.
- 8.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.
- 8.3 If the Parties agree in writing to the terms of the Variation then:
- (a) the Supplier must perform the Services as varied by the Variation;
 - (b) the Government Party must pay the varied price;
 - (c) the terms and conditions of the Agreement are varied by the terms of the Variation.

9. SUPPLIER'S WARRANTIES

- 9.1 If Goods are being supplied under this Agreement then the Supplier warrants that it has good and unencumbered title to the Goods and the Goods:
- (a) conform with any description applied and any sample provided by the Supplier;
 - (b) are new (unless otherwise specified);
 - (c) are free from defects in materials, manufacture and workmanship;
 - (d) conform to any applicable Australian Standards or other standards nominated in this Agreement;
 - (e) conform to the Specifications and any technical Specifications provided by the Supplier;
 - (f) are of merchantable quality;
 - (g) are installed correctly (if the Supplier is responsible for installation);
 - (h) are fit for their intended purpose; and

- (i) are manufactured and supplied without infringing any person's Intellectual Property Rights.
- 9.2 The Supplier must ensure that the Government Party receives the full benefit of any manufacturer's warranties in respect of the Goods.
- 9.3 During any Warranty Period any defects in the Goods must be rectified at the Supplier's expense.
- 9.4 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:
- comply with the description of the Services in Attachment 1;
 - be provided with due care and skill;
 - be provided in a timely and efficient manner;
 - be provided in accordance with the best practices current in the Supplier's industry;
 - be supplied without infringing any person's Intellectual Property Rights;
 - be performed by the Supplier and/or the Supplier's Personnel; and
 - be supplied in the most cost effective manner consistent with the required level of quality and performance.
- 10. SUPPLIER'S PERSONNEL**
- 10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.
- 10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, and the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.
- 10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.
- 10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.
- 11. PRICE AND PAYMENT**
- 11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.
- 11.2 Unless otherwise expressly stated the Price is inclusive of GST.
- 11.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.
- 12. GST**
- 12.1 Subject to clause 12.2 the Supplier represents that:
- the ABN shown in Attachment 1 is the Supplier's ABN; and
 - it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth),
- 12.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.
- 13. INTELLECTUAL PROPERTY RIGHTS**
- 13.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 13.2 The Supplier grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.
- 14. INSURANCE**
- 14.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.
- 14.2 The policies of insurance referred to in clause 14.1 must be held until the expiry of the Agreement.
- 15. LIABILITY LIMIT**
- 15.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.
- 16. CONFIDENTIAL INFORMATION**
- 16.1 Subject to this clause 16, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 16.2 A Party may disclose Confidential Information belonging to the other Party:
- to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
 - as required by law or a court order;
 - in accordance with any Parliamentary or constitutional convention;
 - to the Australian Competition and Consumer Commission (ACCC) if the party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement; or
 - for the purposes of prosecuting or defending proceedings.
- 16.3 The Parties may mutually agree to disclose Confidential Information.
- 17. SET-OFF**
- Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.
- 18. DISPUTE RESOLUTION**
- 18.1 Subject to clause 18.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 18.2 Either Party may give the other a notice in writing ("dispute notice") setting out the details of the dispute.
- 18.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.
- 18.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.
- 19. ENDING THIS CONTRACT**
- 19.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:
- the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;
 - the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;
 - the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;
 - the Supplier fails to comply with a notice issued under clause 10.2; or
 - the Supplier fails to disclose a conflict of interest;
 - any Other Termination Right occurs; or
 - the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.
- 19.2 The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in Attachment 1 ("Notice Period for Termination for Convenience").

- 19.3 If the Government Party terminates this Agreement in accordance with clause 19.2:
- (a) the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and
 - (b) the Supplier must comply with all reasonable directions given by the Government Party.
- 19.4 The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.
- 20. EFFECT OF ENDING THIS CONTRACT**
- 20.1 Any termination of this Agreement by either Party does not affect any accrued right of either Party.
- 20.2 Despite termination or completion of this Agreement, this clause 20 and clauses 9, 13, 14, 15, 16, 17 and those Special Conditions that by their nature remain in force, shall survive.
- 21. SUBCONTRACTING**
- 21.1 With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.
- 21.2 The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.
- 22. CONFLICT OF INTEREST**
- 22.1 The Supplier must disclose in writing to the Government Party all actual and potential conflicts of interest that exist, arise or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.
- 23. COMPLIANCE WITH LAWS**
- The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.
- 24. GOVERNING LAW AND JURISDICTION**
- 24.1 This Agreement is governed by the laws in the State of South Australia.
- 24.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.
- 25. ENTIRE AGREEMENT**
- The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.
- 26. NO ASSIGNMENT**
- 26.1 The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.
- 26.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.

27. MODIFICATION

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

28. SEVERANCE

28.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.

28.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.

30. WORK HEALTH & SAFETY

30.1 The Supplier must comply with the *Work Health and Safety Act 2012 (SA)* at all times, regardless of whether the Government Party issues direction in that regard or not.

30.2 If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.

31. ACTING ETHICALLY

The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009 (SA)*) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

32. INTERPRETATION

32.1 Defined terms are set out in the Glossary of Defined Terms in Attachment 3.

32.2 In resolving inconsistencies in this Agreement, the documents have the following order of priority:

- (a) Special Conditions (Attachment 4);
- (b) Standard Terms and Conditions (Attachment 2); and
- (c) the other Attachments.

32.3 In this Agreement (unless the context requires otherwise):

- (a) a reference to any legislation includes:
 - (i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
 - (ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
- (b) a word in the singular includes the plural and a word in the plural includes the singular;
- (c) a reference to two or more persons is a reference to those persons jointly and severally;
- (d) a reference to dollars is to Australian dollars;
- (e) a reference to a Party includes that party's administrators, successors and permitted assigns.

33. SPECIAL CONDITIONS

The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.

Attachment 3 - Glossary of Defined Terms

NOTE: Not all terms may be required for a particular procurement

In this Agreement:

- (a) "Acceptance Date" means the date that the Goods are accepted by the Government Party;
- (b) "Approved Subcontractors" means those subcontractors specified in Attachment 1;
- (c) "Business Day" means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (d) "Cartel Conduct" means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);
- (e) "Code of Ethics for the South Australian Public Sector" is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);
- (f) "Confidential Information" means information which is identified either as confidential information (if disclosed by the Government Party) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (g) "Consultancy Services" means services provided by Consultants;
- (h) "Consultant" has the same meaning as in *DPC027 Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (i) "Delivery Date" means the date and time specified in Attachment 1 for delivery of the Goods;
- (j) "Delivery Point" means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;
- (k) "Extension Period" means the period by which the Agreement is extended as specified in Attachment 1;
- (l) "Goods" means the goods specified in Attachment 1;
- (m) "GST" means the tax imposed by the GST Law;
- (n) "GST Law" has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (o) "Installation Date" means the date specified in Attachment 1 for the installation of the Goods;
- (p) "Intellectual Property Rights" means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a), but for the avoidance of doubt excludes moral rights and performers' rights;
- (q) "Machinery of Government Change" means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (r) "Measurement Period" means the period over which the performance of a Service Level is measured;
- (s) "Milestone Dates" means dates by which Services must be delivered as specified in Attachment 1;
- (t) "Named Persons" means the persons specified in Attachment 1;
- (u) "Notice Period for Termination for Convenience" means the time period specified in Attachment 1;
- (v) "Other Termination Right" means the termination rights specified in Attachment 1;
- (w) "Party" means a party to this Agreement;
- (x) "Personal Information" means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (y) "Purchase Order" means an order for Goods and/or Services submitted by the Government Party to the Supplier;
- (z) "Price" means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;
- (aa) "Service Levels" means the service levels (if any) specified in the Specifications;
- (bb) "Services" means the services specified in Attachment 1;
- (cc) "Special Conditions" means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (dd) "Specifications" means the detailed description of the Goods/Services in Attachment 5;
- (ee) "Supplier Personnel" means any Approved Subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Agreement and includes the Named Persons;
- (ff) "Term" means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension and;
- (gg) "Warranty Period" means the period specified in Attachment 1.

Attachment 4 - Special Conditions

Not used

Attachment 5 – Specifications

1. JFA Purple Orange will be responsible for:

1.1. Organising and facilitating the HFI Trust Working Group, including administering sitting fees to members and organising transport and catering for meetings.

1.2. Supporting members of the HFI Trust Working Group to:

1.2.1. Understand the Trust and consultation to date

1.2.2. Understand the sale process and impact on the Trust

1.2.3. Determine recommendations for the Trustee (guided by existing consultation, legal and financial constraints) about:

1.2.3.1. Future use of the trust

1.2.3.2. Governance of the trust

1.2.3.3. Potential memorial for Julia Farr

1.3. Preparing a brief report for the Trustee based on the advice of the HFI Trust Working Group on the future use of the trust, the governance of the trust and a potential memorial for Julia Farr.

2. Regarding the Working Group meetings, JFA Purple Orange will be responsible for:

2.1. Developing Working Group meeting discussion guides;

2.2. • Facilitating and hosting the Working Group meetings;

2.3. • Ensuring any access requirements are met, including transport;

2.4. • Adhering to the JFA Purple Orange Research Ethics protocol;

2.5. • Undertaking follow-up arrangements with participants, including the provision of honoraria.

3. Deliverables:

Deliverables	Timeline
4-6 meetings of the HFI Trust Working Group	March – October 2022
Draft report with recommendations to the Trustee	Week beginning 10 October 2022
Revisions to report	Week beginning 24 October 2022
Final report with recommendations to the Trustee	No later than COB Monday 31 October 2022

Attachment 6 – Pricing and Payment

Pricing Schedule:

Item	Cost (GST exclusive)
Clause 7(1)(b)	
TOTAL	\$26,835

INVOICES FOR PAYMENT

Australian Tax Office-compliance invoices issued by the Supplier should be forwarded to
Email APinvoices@sharedservices.sa.gov.au for payment by the Government Party:

Invoices should be addressed as follows:

Department of Human Services

Julie Oliver

Manager, Strategic Initiatives

Disability Services

M: (08) 8207 0209

E: Julie.oliver@sa.gov.au

GPO Box 11027

Adelaide SA 5001

Reference Number: P10197

From: [Oliver, Julie \(DHS\)](#)
To: [Young, Joe \(DHS\)](#); [Tuong, Yvonne \(DHS\)](#)
Cc: [McGeoch, Helen \(DHS\)](#)
Subject: RE: P10197 Agreement for HFI Trust Working Group Facilitation
Date: Monday, 21 March 2022 4:05:14 PM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.jpg](#)
[image012.jpg](#)
[image013.jpg](#)
[20TDHS_676 - Attachment 3 - HFI Instrument.docx](#)

OFFICIAL

Hi Joe,

The relevant item from [REDACTED]

[REDACTED] – is this OK?

I've never seen any contracts directly with the Trust. Having someone from the HFI Instrument list (attached) sign the contract would be similar to the agreements executed previously with the real estate agency and infrastructure projects on the site.

Once we have a new Trustee and a new HFI instrument document is being prepared, it could be a good idea to get a delegation memo specifically about the disposal project and reform of the Trust signed off to authorise expenditure up to the amounts quoted in the Submission.

Cheers

Julie

From: Young, Joe (DHS) <Joe.Young@sa.gov.au>
Sent: Monday, 21 March 2022 8:16 AM
To: Tuong, Yvonne (DHS) <Yvonne.Tuong@sa.gov.au>
Cc: McGeoch, Helen (DHS) <Helen.McGeoch@sa.gov.au>; Oliver, Julie (DHS) <Julie.Oliver@sa.gov.au>
Subject: Re: P10197 Agreement for HFI Trust Working Group Facilitation

Hi Yvonne, thanks, my query is more that should it be?

From: Tuong, Yvonne (DHS) <Yvonne.Tuong@sa.gov.au>
Sent: Monday, March 21, 2022 8:12:33 AM

To: Young, Joe (DHS) <Joe.Young@sa.gov.au>
Cc: McGeoch, Helen (DHS) <Helen.McGeoch@sa.gov.au>; Oliver, Julie (DHS) <Julie.Oliver@sa.gov.au>
Subject: Re: P10197 Agreement for HFI Trust Working Group Facilitation

Yes, the agreement is between DHS and Purple Orange.

Kind regards
Yvonne

From: Young, Joe (DHS) <Joe.Young@sa.gov.au>
Sent: Monday, March 21, 2022 7:26 am
To: Tuong, Yvonne (DHS) <Yvonne.Tuong@sa.gov.au>; Lawlor, Helen (DHS) <Helen.Lawlor@sa.gov.au>
Cc: McGeoch, Helen (DHS) <Helen.McGeoch@sa.gov.au>; Oliver, Julie (DHS) <Julie.Oliver@sa.gov.au>
Subject: RE: P10197 Agreement for HFI Trust Working Group Facilitation

OFFICIAL

Hi – can I just confirm that it should be with DHS and not the Trust? If it is the Trust do I have delegation?

Thanks

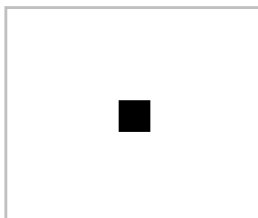
From: Tuong, Yvonne (DHS) <Yvonne.Tuong@sa.gov.au>
Sent: Friday, 18 March 2022 1:06 PM
To: Lawlor, Helen (DHS) <Helen.Lawlor@sa.gov.au>
Cc: Young, Joe (DHS) <Joe.Young@sa.gov.au>; McGeoch, Helen (DHS) <Helen.McGeoch@sa.gov.au>; Oliver, Julie (DHS) <Julie.Oliver@sa.gov.au>
Subject: FW: P10197 Agreement for HFI Trust Working Group Facilitation

OFFICIAL

Hi Helen,

Can you print and arrange for Joe to sign a hard copy? Please email me the signed scanned copy and forward the hard copy to me via internal mail.

Kind regards,
Yvonne



Yvonne Tuong
Senior Procurement and Grants Adviser, Procurement and Grants
Unit, Community Investment and Support
Level 8, Riverside Centre, North Terrace, Adelaide
Mon – Fri: 9:00am – 3:30pm
T: (08) 8207 1073 | E: yvonne.tuong@sa.gov.au

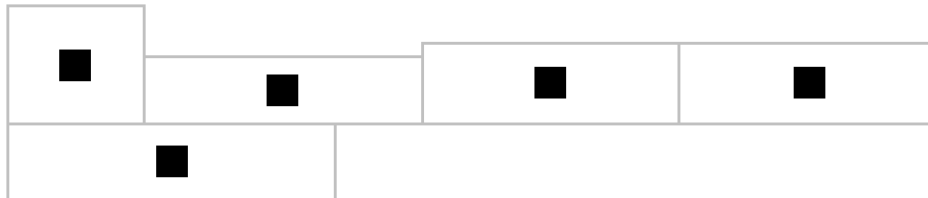
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From: Robbi Williams <RobbiW@purpleorange.org.au>
Sent: Friday, 18 March 2022 12:53 PM
To: Tuong, Yvonne (DHS) <Yvonne.Tuong@sa.gov.au>
Cc: Skye Kakoschke-Moore <SkyeK@purpleorange.org.au>; Oliver, Julie (DHS) <Julie.Oliver@sa.gov.au>; McGeoch, Helen (DHS) <Helen.McGeoch@sa.gov.au>
Subject: RE: P10197 Agreement for HFI Trust Working Group Facilitation

Hard copy in the mail.

Robbi

Robbi Williams
CEO
Julia Farr group



104 Greenhill Rd, UNLEY SA 5061 AUSTRALIA
P: (08) 8373 8302 E: robbiw@purpleorange.org.au

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From: Tuong, Yvonne (DHS) <Yvonne.Tuong@sa.gov.au>
Sent: Friday, 18 March 2022 9:57 AM
To: Robbi Williams <RobbiW@purpleorange.org.au>
Cc: Skye Kakoschke-Moore <SkyeK@purpleorange.org.au>; Oliver, Julie (DHS) <Julie.Oliver@sa.gov.au>; McGeoch, Helen (DHS) <Helen.McGeoch@sa.gov.au>
Subject: P10197 Agreement for HFI Trust Working Group Facilitation
Importance: High

OFFICIAL

Hi Robbi,

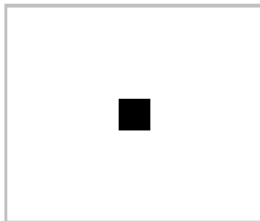
Please find attached the Agreement to engage Purple Orange to facilitate the HFI Trust Working Group. **If you have a certified based electronic signature (Adobe PRO or DocuSign etc), the delegate can sign electronically and email to me.**

Otherwise, please print and sign hard copy and **post to me in addition to emailing me a scanned copy:**

Yvonne Tuong
Procurement and Grants Unit
Department for Human Services
GPO Box 292
Adelaide SA 5001

Should you have any queries, please do not hesitate to contact me directly on [REDACTED].

Kind regards,



Yvonne Tuong

Senior Procurement and Grants Adviser, Procurement and Grants Unit, Community Investment and Support
Level 8, Riverside Centre, North Terrace, Adelaide
Mon – Fri: 9:00am – 3:30pm

T: (08) 8207 1073 | E: yvonne.tuong@sa.gov.au

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Project ID: P10197

21 December 2022

Robbi Williams
Chief Executive Officer
Julia Farr Association Inc
ABN: 16 464 890 778
robbiw@purpleorange.org.au

Procurement and Grants Unit

Level 8 South East,
Riverside Building
North Terrace
Adelaide SA 5000

GPO Box 292
Adelaide SA 5001

Tel (08) 8415 4460

ABN 11 525 031 744

Dear Robbi Williams

P10197 FACILITATION OF THE HFI TRUST WORKING GROUP AGREEMENT – EXTENSION AND VARIATION LETTER

I refer to the agreement between the **Minister for Human Services (Government Party)** and **Julia Farr Association (Supplier)** dated 23 March 2022, for the facilitation of the HFI Trust Working group to provide recommendations on the future of the trust (**Contract**).

I confirm that both Parties have agreed to vary the Contract in accordance with **Attachment 1 – Item 4 Expiry Date**. Therefore, the varied term of the Contract will commence on 1 February 2023 and expire on 30 June 2023.

I confirm that the parties have agreed to vary the Contract as follows:

1. **Attachment 5, Clause 3 Deliverables** is amended to read:

Deliverables	Timeline
4-7 meetings of the HFI Trust Working Group	March 2022 – 15 May 2023
Draft report with recommendations to the Trustee	No later than COB 30 May 2023
Revisions to Report	No later than 10 June 2023
Final Report with recommendations to the Trustee	No later than COB 30 June 2023

The parties further agree that in all other respects the terms and conditions of the Contract shall continue to apply without variation.

In consideration of the grant of this extension and variation by the Government Party, you will pay a variation fee of \$1.10 (GST inclusive) if demanded by the Government Party.

Please signify your acknowledgement of this extension by signing and returning the duplicate of this letter via DocuSign.

Yours Sincerely,

DocuSigned by:
Clause 6(1)

.....
Joe Young
Executive Director
Disability Services
Department of Human Services

Date: 20-Dec-2022

OFFICIAL

OFFICIAL

Julia Farr Association hereby agrees to extend and vary the Contract dated 23 March 2022 with the Government Party on the terms specified in this letter.

Signed for and on behalf of **Julia Farr Association**

DocuSigned by:
Clause 6(1)

[Name: Robbi Williams]

[Title: CEO]

Date: 16-Jan-2023

OFFICIAL

Project ID: P10197-V03



1 August 2023

Robbi Williams
Chief Executive Officer
Julia Farr Association Inc.
104 Greenhill Road
Unley SA 5061
ABN: 16 464 890 778
Email: robbiw@purpleorange.org.au

Procurement and Grants
L8, Riverside Building
North Terrace
Adelaide SA 5000

GPO Box 292
Adelaide SA 5001
DX115
ABN 11 525 031 744

Dear Mr Williams

P10197-V03 FACILITATION OF THE HFI TRUST WORKING GROUP AGREEMENT – VARIATION

I refer to the agreement between the **Minister for Human Services (Government Party)** and **Julia Farr Association (Supplier)** dated 23 March 2022, for the facilitation of the HFI Trust Working group to provide recommendations on the future of the trust (**Agreement**).

I confirm that the parties have agreed to vary the Agreement as follows:

1. **Attachment 1 – Item 4 Expiry Date:** To vary the expiry date for a further three (3) months until 30 September 2023
2. **Attachment 5, Clause 3 Deliverables** is amended to read:

Deliverables	Timeline
4-7 meetings of the HFI Trust Working Group	To be completed and provided to DHS no later than 31 August 2023
Draft report with recommendations to the Trustee	To be provided to the DHS and Trustee, no later than COB 10 September, 2023
Revisions to Report	To be provided to DHS no later than COB 20 September 2023
Final Report with recommendations to the Trustee	To be provided to DHS no later than 30 September 2023

The parties further agree that in all other respects the terms and conditions of the Agreement shall continue to apply without Variation.

In consideration of this Variation by the Government Party, you will pay a variation fee of \$1.10 (GST inclusive) if demanded by the Government Party.

Please signify your agreement to the Variation by signing and returning the duplicate of this letter.

Yours Sincerely,

DocuSigned by:
Clause 6(1)

Joe Young
Executive Director
Disability Services

11-Aug-2023

Date:

Julia Farr Association Inc. hereby agrees to vary its Agreement dated 23 March 2022 with the Government Party on the terms specified in this letter.

Signed for and on behalf of Julia Farr Association Inc.

DocuSigned by:
Clause 6(1)

Name:

Robbi Williams, CEO

Title:

16-Aug-2023

Date: