

**OFFICIAL**



Our ref: DHS/24/01343



Sent by email: [REDACTED]

Dear [REDACTED]

**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

### **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 23 October 2023, seeking access to:

*In accordance with the South Australian FOI Act 1991 could you please provide digital copies of all documents relevant to the business project relationship between the South Australian government and the company known as Think Human for all of its work in relation to Highgate Park at 103 Fisher St, Fullarton, South Australia that culminated in the Think Human report: 'HFI Beneficiary Consultation – Final recommendations and project report – October, 2020'. Documents should include, but not be limited to, all correspondence, including internal and external emails, as well as memos, letters, briefs, reports, file notes, contracts, and invoices before and after the report date mentioned above. Documents are sought for the period 1<sup>st</sup> January, 2019 to 31<sup>st</sup> December, 2022.*

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.

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

- Six documents can be released in full;
- Seventeen documents are to be released in part, and;
- Access is refused to twenty-two documents.

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

Documents 6, 7, 8, 9, 10, 12, 13, 14, 15, 17, 22, 23, 35, 36, 37, 38, 41, 42 and 43 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, except for document 12-15 which access has been refused in full.

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Documents 2, 7, 17, 21 and 22 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 FOI 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 FOI 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, except for document 17 which access has been refused in full.

Documents 1, 16, 17, 18, 21, 33, 34, 44 and 45 contain information relating to internal working documents that includes opinion, advice and recommendations prepared for the purposes of the decision-making functions of the Department of Human Services and Department for Industry and Skills. The documents include discussions, meetings, negotiations, planning, considerations and reflections about decisions made. I consider that it would be unreasonable to disclose this information, and determine the information exempt pursuant to clause 9(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 document 17 after exempt information is removed and am therefore releasing document 17 to you in part, except for the remaining documents where access has been refused in full.

Documents 8, 43 and 45 contain information relating to legal professional privilege as it identifies communications between legal advisers and the Department for the dominant purpose of giving or receiving legal advice, or for use in actual or anticipated litigation. I consider that it would be unreasonable to disclose this information, and determine the information exempt pursuant to clause 10 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, except for document 45 which access has been refused in full.

Document 39 contains confidential information. The information contained within the documents have been obtained in confidence and by releasing the information would prejudice the future supply of such information and would destroy the confidentiality and trust inherent in the DHS professional and client relationship. I consider that it would be unreasonable to disclose this information, and determine the information exempt pursuant to clause 13(1)(a) and (b) 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.

Documents 2, 7, 22 and 39 contain assessment methods which are used by DHS and Think Human. There is a risk that if these were released, it could allow participants who are subject to these assessments the ability to manipulate responses and provide inaccurate responses. It could taint the utility of future assessments conducted by DHS and Think Human, by enabling

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participants to provide answers that show them or situations in a more favourable/less favourable light and hamper the ability to accurately assess them or the situation. I consider that it would be unreasonable to disclose this information, and determine the information exempt pursuant to clause 16(1)(a)(i) and (ii) 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 this document to you in part.

Access to documents 25-29, 31-34 and 44 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.

Access to document 30 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 19 and 20 has been refused as these documents were provided to you as part of a determination for your previous FOI application (DHS/23/09904).

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](mailto: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,



Shantrel Eldred

**ACCREDITED FREEDOM OF INFORMATION OFFICER**

04 / 04 / 2024

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

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**SCHEDULE OF DOCUMENTS – DHS/23/10503**

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

*Please provide digital copies of all documents relevant to the business project relationship between the South Australian government and the company known as Think Human for all of its work in relation to Highgate Park at 103 Fisher St, Fullarton, South Australia that culminated in the Think Human report: 'HFI Beneficiary Consultation – Final recommendations and project report – October, 2020'. Documents should include, but not be limited to, all correspondence, including internal and external emails, as well as memos, letters, briefs, reports, file notes, contracts, and invoices before and after the report date mentioned above. Documents are sought for the period 1st January, 2019 to 31st December, 2022.*

No	Author	Date	Description of document	Determination	Exemption clause
1.	Not Stated	Undated	HFI Trust Community Engagement Project Timeline (draft)	Refused in Full	Clause 9(1)
2.	Not Stated	Undated	HFI Beneficiary Consultation Weighted Scores Table	Partial Release	Clause 7(1)(b), clause 16(1)(a)(i) and clause 16(1)(a)(ii)
3.	Department of Human Services (DHS)	Various Dates	Email Chain	Full Release	-
4.	DHS	19/02/2020	Email Chain	Full Release	-
5.	DHS	Various Dates	Email Chain	Full Release	-
6.	DHS	24/02/2020	Email Chain	Partial Release	Clause 6(1)
7.	Government of South Australia	Undated	Standard Goods and Services Agreement (attachment to documents 5 & 6)	Partial Release	Clause 6(1), clause 7(1)(b), clause 16(1)(a)(i) and clause 16(1)(a)(ii)
8.	DHS	Various Dates	Brief	Partial Release	Clause 6(1) and clause 10
9.	DHS	22/10/2020	Variation Agreement	Partial Release	Clause 6(1)
10.	DHS	Various Dates	Email Chain	Partial Release	Clause 6(1)
11.	DHS	14/10/2020	Brief (attachment to document 10)	Full Release	-
12.	DHS	06/02/2020	Declaration	Refused in Full	Clause 6(1)
13.	DHS	06/02/2020	Declaration	Refused in Full	Clause 6(1)
14.	DHS	06/02/2020	Declaration	Refused in Full	Clause 6(1)
15.	DHS	06/02/2020	Declaration	Refused in Full	Clause 6(1)
16.	Government of South Australia	Undated	Request for Quote	Refused in Full	Clause 9(1)
17.	DHS	07/01/2020	Simple Acquisition Plan	Partial Release	Clause 6(1), clause 7(1)(b) and clause 9(1)
18.	DHS	06/02/2020	Procurement and Grants Evaluation Meeting Agenda Draft	Refused in Full	Clause 9(1)

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**SCHEDULE OF DOCUMENTS – DHS/23/10503**

No	Author	Date	Description of document	Determination	Exemption clause
19.	DHS	21/12/2022	Facilitation of the HFI Trust Working Group Agreement – Extension and Variation Letter	Refused access	Released in your previous determination DHS/23/09904 (document 11)
20.	DHS	01/08/2023	Facilitation of the HFI Trust Working Group Agreement – Variation Letter	Refused access	Released in your previous determination DHS/23/09904 (document 12)
21.	Department for Industry and Skills	04/02/2020	Economic Contribution Test – Metropolitan Adelaide	Refused in Full	Clause 7(1)(b) and clause 9(1)
22.	DHS	07/02/2020	Simple Purchase Recommendation	Partial Release	Clause 6(1), clause 7(1)(b), clause 16(1)(a)(i) and clause 16(1)(a)(ii)
23.	DHS	02/03/2020	Email	Partial Release	Clause 6(1)
24.	Think Human	02/03/2020	HFI Trust Consultation, Scoping Workshop Agenda	Full Release	-
25.	DHS	Various Dates	Email Chain	Refused in Full	Clause 1(e)
26.	DHS	Various Dates	Email Chain	Refused in Full	Clause 1(e)
27.	DHS	03/03/2021	Submission for Cabinet	Refused in Full	Clause 1(e)
28.	Cabinet Office	02/03/2021	Minutes	Refused in Full	Clause 1(e)
29.	Cabinet Office	02/03/2021	Cabinet Office Comment	Refused in Full	Clause 1(e)
30.	Think Human	October 2020	HFI Trust Beneficiary Consultation – Final recommendations and project report	Refused access as publicly available at:	<a href="https://yoursay.sa.gov.au/legacy-of-highgate-park">https://yoursay.sa.gov.au/legacy-of-highgate-park</a>
31.	DHS	Undated	Cabinet Speaking Notes	Refused in Full	Clause 1(e)
32.	DHS	06/10/2020	Email	Refused in Full	Clause 1(e)
33.	DHS	Undated	Submission for Cabinet - Draft	Refused in Full	Clause 1(e) and clause 9(1)
34.	DHS	Undated	Cabinet Speaking Notes - Draft	Refused in Full	Clause 1(e) and clause 9(1)
35.	DHS	Various Dates	Email Chain	Partial Release	Clause 6(1)
36.	DHS	Various Dates	Email Chain	Partial Release	Clause 6(1)
37.	DHS	Various Dates	Email Chain	Partial Release	Clause 6(1)
38.	DHS	22/07/2020	Email Chain	Partial Release	Clause 6(1)
39.	Think Human	21/07/2020	HFI Trust Beneficiary Consultation: Project Update	Partial Release	Clause 13(1)(a), clause 13(1)(b), clause 16(1)(a)(i) and clause 16(1)(a)(ii)
40.	DHS	22/07/2020	Meeting Agenda	Full Release	-
41.	Stuart Electorate Office	20/08/2020	Email Chain	Partial Release	Clause 6(1)
42.	DHS	02/11/2020	Email Chain	Partial Release	Clause 6(1)

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**SCHEDULE OF DOCUMENTS – DHS/23/10503**

<b>No</b>	<b>Author</b>	<b>Date</b>	<b>Description of document</b>	<b>Determination</b>	<b>Exemption clause</b>
43.	DHS	Various Dates	Email Chain	Partial Release	Clause 6(1) and clause 10
44.	DHS	Undated	Submission for Cabinet - Draft	Refused in Full	Clause 1(e) and clause 9(1)
45.	DHS	13/11/2020	Request for Legal Services - Draft	Refused in Full	Clause 9(1) and clause 10

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# **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](mailto: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.

		Respondent
		Think Human
	Clause 7(1)(b), Clause 16(1)(a)(i), Clause 16(1)(a)(ii)	
Relevant Experience and Past Performance		
Proposed Methodology		
Total:		

**From:** [Young, Joe \(DHS\)](#)  
**To:** [Hopper, Brian \(DHS\)](#); [Kranz, Peta \(DHS\)](#)  
**Subject:** RE: DHS258-V01 Aco Services HFI Trust Beneficiary Consultation- Variation letter for signature  
**Date:** Monday, 19 October 2020 11:30:50 AM  
**Attachments:** [image002.jpg](#)

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Approved

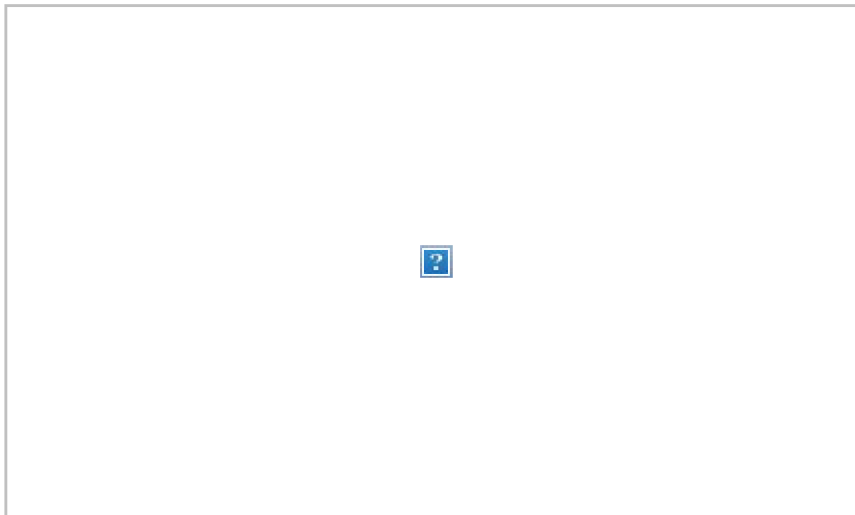
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**From:** Hopper, Brian (DHS) <Brian.Hopper2@sa.gov.au>  
**Sent:** Wednesday, 14 October 2020 10:05 AM  
**To:** Kranz, Peta (DHS) <peta.kranz@sa.gov.au>  
**Subject:** DHS258-V01 Aco Services HFI Trust Beneficiary Consultation- Variation letter for signature

ED Office

Attached variation briefing for signature by ED. Muriel Kirkby has approved via-e-mail.

It is a simple extension for 3 months on yet another project held up by Covid 19. There are no financial or outcome implications.



**Brian Hopper**  
**Procurement Officer, Procurement and Grants Unit**  
Telephone: 8207 2500 Email: [brian.hopper2@sa.gov.au](mailto:brian.hopper2@sa.gov.au)

**From:** [Cradock, James \(DHS\)](#)  
**To:** ["melanie@thinkhuman.com.au"](mailto:melanie@thinkhuman.com.au)  
**Cc:** [Kirkby, Muriel \(DHS\)](#); [Oliver, Julie \(DHS\)](#)  
**Subject:** DHS-258 Home for Incurables Trust Beneficiary Consultation  
**Date:** Wednesday, 19 February 2020 9:43:00 AM

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Good morning Melanie,

I am pleased to advise that your offer for [DHS-258 Home for Incurables Trust Beneficiary Consultation](#) has been selected, subject to contract finalisation.

A contract as agreed during the invitation process is being prepared for your signature.

If you accessed this supply opportunity via the SA Tenders and Contracts website, in addition to any direct feedback you wish to provide, you can also provide anonymous feedback using the survey tool on the website. You will need to include the Tender code, Tender title and Issuing Agency detail located on the website. Go to: <https://www.tenders.sa.gov.au/tenders/index.do>

If you require further information or have any questions, please feel free to contact me

Kind regards,

**James Cradock** | Procurement Officer

Procurement and Grants | Finance and Business Services  
Department of Human Services

Level 7, 108 North Terrace, ADELAIDE SA 5000

**P** (08) 820 72492

**E** [james.cradock@sa.gov.au](mailto:james.cradock@sa.gov.au)

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**From:** [Cradock, James \(DHS\)](#)  
**To:** [Oliver, Julie \(DHS\)](#); [Kirkby, Muriel \(DHS\)](#)  
**Subject:** RE: DHS-258 - Executed Agreement  
**Date:** Monday, 24 February 2020 3:35:00 PM  
**Attachments:** [DHS-258 HFI Beneficiary Consultation - Goods and Services Agreement.pdf](#)

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Hi all,

Please find attached the fully executed agreement between DHS and Think Human.

Julie, I will send over some procurement finalisation documents (i.e. the Contract Closure Report template and Procurement Feedback survey) in the next day or so.

Kind regards,

**James Cradock** | Procurement Officer

Procurement and Grants | Finance and Business Services  
 Department of Human Services

Level 7, 108 North Terrace, ADELAIDE SA 5000

**P** (08) 820 72492

**E** [james.cradock@sa.gov.au](mailto:james.cradock@sa.gov.au)

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**From:** Cradock, James (DHS)  
**Sent:** Friday, 21 February 2020 3:49 PM  
**To:** Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)>  
**Cc:** Kirkby, Muriel (DHS) <[Muriel.Kirkby@sa.gov.au](mailto:Muriel.Kirkby@sa.gov.au)>  
**Subject:** RE: DHS-258 - Draft Agreement

Fantastic, thank you Julie

I will provide to Mel Lambert for her review and signature.

Kind regards,

**James Cradock** | Procurement Officer

Procurement and Grants | Finance and Business Services  
 Department of Human Services

Level 7, 108 North Terrace, ADELAIDE SA 5000

**P** (08) 820 72492

**E** [james.cradock@sa.gov.au](mailto:james.cradock@sa.gov.au)

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**From:** Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)>  
**Sent:** Friday, 21 February 2020 3:41 PM  
**To:** Cradock, James (DHS) <[James.Cradock@sa.gov.au](mailto:James.Cradock@sa.gov.au)>

**Subject:** FW: DHS-258 - Draft Agreement

Great thanks James, I've added my mobile number – as we don't currently have switchboard coverage after 3pm.

Cheers,

Julie

---

**From:** Cradock, James (DHS) <[James.Cradock@sa.gov.au](mailto:James.Cradock@sa.gov.au)>

**Sent:** Friday, February 21, 2020 3:28 PM

**To:** Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)>

**Subject:** DHS-258 - Draft Agreement

Hi Julie,

Please find draft agreement attached for your review.

Kind regards,

**James Cradock** | Procurement Officer

Procurement and Grants | Finance and Business Services  
Department of Human Services

Level 7, 108 North Terrace, ADELAIDE SA 5000

**P** (08) 820 72492

**E** [james.cradock@sa.gov.au](mailto:james.cradock@sa.gov.au)

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**From:** [Cradock, James \(DHS\)](#)  
**To:** ["Melanie Lambert"](#)  
**Subject:** RE: HFI Trust - signed contract  
**Date:** Monday, 24 February 2020 3:25:00 PM  
**Attachments:** [DHS-258 HFI Beneficiary Consultation - Goods and Services Agreement.pdf](#)

---

Thank you Mel,

Please find attach the executed agreement between the Department of Human Services and Think Human.

If you need to discuss any issues in relation to this Agreement, please contact Julie Oliver on 08 8272 1988 / **Clause 6(1)** or [Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au).

Kind regards,

**James Cradock** | Procurement Officer

Procurement and Grants | Finance and Business Services  
Department of Human Services

Level 7, 108 North Terrace, ADELAIDE SA 5000

**P** (08) 820 72492

**E** [james.cradock@sa.gov.au](mailto:james.cradock@sa.gov.au)

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**From:** Melanie Lambert <[melanie@thinkhuman.com.au](mailto:melanie@thinkhuman.com.au)>

**Sent:** Monday, 24 February 2020 9:25 AM

**To:** Cradock, James (DHS) <[James.Cradock@sa.gov.au](mailto:James.Cradock@sa.gov.au)>

**Subject:** HFI Trust - signed contract

Hi James,

Please find signed contract attached.

Kind regards

Mel

**STANDARD GOODS AND SERVICES AGREEMENT**  
**DHS-258 Home for Incurables Trust Beneficiary Consultation**



**Government  
of South Australia**

AGREEMENT made on \_\_\_\_\_ of \_\_\_\_\_

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

*Beverly Hocking*

Witness name

EXECUTED by THE PARTY NAMED IN ITEM 2 )  
OF ATTACHMENT 1 in the presence of: )

**Clause 6(1)**

Witness signature

*DEAN LAMBERT*

Witness name

**Clause 6(1)**

Authorised officer signature

*JOE YOUNG*

Authorised officer name

**Clause 6(1)**

Party signature

*Melanie Lambert*

Party 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 "Department of Human Services (DHS)"
Item 2	Supplier	Think Human Pty Ltd ACN: 630 203 593 PO Box 431, Welland SA 5007
Item 3	Commencement Date	Upon execution
Item 4	Expiry Date	30 June 2020
Item 5	Extension Period	Not applicable
Item 6	Supplier's ABN	80 630 203 593 Registered for GST: Yes
Item 7	Contract Managers	Government Party: Julie Oliver, Manager Hotel and Ancillary Services Department of Human Services GPO Box 292, Adelaide SA 5001 8272 1988, <b>Clause 6(1)</b> Julie.Oliver@sa.gov.au  Supplier: Melanie Lambert, Director Think Human PO Box 431, Welland SA 5007 <b>Clause 6(1)</b> melanie@thinkhuman.com.au
Item 8	Named Persons	Melanie Lambert Lyn Flaherty Kieron Howland
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	Consultancy services for community engagement regarding the future of the Home for Incurables Trust Refer to Attachment 5						
Item 14	Delivery Date Delivery Point	Refer to Attachment 5						
Item 15	Reports and Manuals	Refer to Attachment 5						
Item 16	Milestone Dates	Refer to Attachment 5						
Item 17	Price and Payment (including address for invoices)	<p>Up to a maximum of \$99,653.40 (GST inclusive). Refer to detailed pricing information in Attachment 6. Costs associated with Phase 2-4 may be revised after Phase 1 completion if agreed by both parties.</p> <p>Manner of Payment: Payment attached to achievement of milestones, on receipt of invoice. Invoices should be sent directly to <a href="mailto:APinvoices@sharedservices.sa.gov.au">APinvoices@sharedservices.sa.gov.au</a>.</p> <p>To ensure invoices reaches the right person, the below format should be used:</p> <table><tr><td><i>Agency Name</i></td><td>Department of Human Services</td></tr><tr><td><i>Business Unit</i></td><td>Accommodation Services Development</td></tr><tr><td><i>Attention: Contact Name</i></td><td>Attention: Julie Oliver</td></tr></table>	<i>Agency Name</i>	Department of Human Services	<i>Business Unit</i>	Accommodation Services Development	<i>Attention: Contact Name</i>	Attention: Julie Oliver
<i>Agency Name</i>	Department of Human Services							
<i>Business Unit</i>	Accommodation Services Development							
<i>Attention: Contact Name</i>	Attention: Julie Oliver							
Item 18	Insurances Public Liability Insurance	Not less than \$1,000,000						
Item 19	Liability Limit	2 x the aggregated value of the contract (inc. GST).						
Item 20	Other Termination Rights	Not applicable						
Item 21	Approved Subcontractors	Julie Ryan (JR Consulting) Dana Shen (Dana Shen Consulting)						
Item 22	Additional Personnel Checks	DHS requires that all persons involved in the delivery of goods and services at sites where children, persons with a disability, the aged or other vulnerable people may be present, have agreed to a screening assessment by the DHS Screening Unit. In addition, the supply contract may include a "Suitability of Persons" clause which if breached may result in termination of the supply contract.						
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

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**

### **34. NO MINIMUM PURCHASE**

- 34.1 The Government Party is under no obligation to purchase a minimum quantity of Goods or Services from the Supplier during the Term.

### **35. NON-EXCLUSIVITY**

- 35.1 This Agreement is entered into on a non-exclusive basis.
- 35.2 The Government Party may purchase other goods and services similar to the Goods and Services from other providers.

### **36. CONSULTANCY**

- 36.1 All references to "the Supplier" are replaced by "Consultant" and all references to "Price" are replaced by "Fees" in the Agreement.
- 36.2 The Services must be performed personally by the Named Persons.
- 36.3 The Government Party may give reasonable instructions to the Consultant about the performance of the Services and the Consultant must comply with those instructions, including provision of additional reports, attendance at meetings and the making of presentations.
- 36.4 The Consultant must effect and maintain professional indemnity insurance during the Agreement at the minimum level of cover required in the ordinary course of the Consultant's business and such cover must continue for three years after the expiry of the Agreement.
- 36.5 The following paragraphs replace the second subclause of the Intellectual Property Rights clause in the Agreement:
- (a) Subject to the first subclause of the Intellectual Property Rights clause in the Agreement, title and all Intellectual Property Rights in the reports and other materials vests in the Government Party on creation.
  - (b) The Consultant must do anything necessary to vest all Intellectual Property Rights in the reports and other materials in the Government Party.
  - (c) The Consultant grants to the Government Party a perpetual, irrevocable, royalty free, fee free licence to use those of the Consultant's Intellectual Property Rights as necessary for the purpose of using the reports and other materials.
  - (d) The Government Party grants to the Supplier the right to access and use the reports and other materials solely for the purpose of providing the Consultancy Services to the Government Party.
  - (e) Each party grants the other only the licences and rights specified. No other licenses or rights (including licences or rights under patents) are granted.

### **37. LIABILITY**

- 37.1 Where a scheme approved under the *Professional Standards Act 2004* (SA) applies, the Consultant's liability to the Government Party for any loss or causes of action arising in relation to the provision of Services is limited in the manner provided by the scheme.

### **38. CONTRACT DISCLOSURE**

- 38.1 The Government Party may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.
- 38.2 Nothing in this clause derogates from:
- (a) the Supplier's obligations under any provisions of this Agreement; or
  - (b) the provisions of the *Freedom of Information Act 1991* (SA).



## **Attachment 5 - Specifications**

### **Requirements**

The consultant is to independently plan and coordinate an engagement process and based on the results, provide a recommended future direction for the HFI Trust.

The aim is for the HFI Trust to continue to support beneficiaries in the context of modern disability services under the National Disability Insurance Scheme.

The Government's Better Together framework including the YourSAy website must be used to ensure consistency and quality.

### **Deliverables and Timeframes**

The consultant will provide an Engagement Plan for approval by the DHS Accommodation Services Executive within eight weeks of contract execution and then implement the Plan within the proposed timeframe approved by the Executive.

Results of the engagement process must be presented in a Final Report, to include a recommended option for the future of the Trust Fund.

A dedicated DHS project officer will support the consultant throughout the contract. Assistance with any event logistics required including catering and arranging disability accessible venues will be provided by DHS and these costs will be paid directly by DHS.

Intrastate travel may be required depending on levels of interest from country areas. DHS has small client groups in **Clause 6(1)**

There are approximately 500 DHS clients who can be contacted directly and invited to participate in addition to open invitations on the YourSAy website or other avenues identified by the consultant.

Stakeholders including families, carers, clients of other organisations providing supported independent living and other service providers are within the scope of the project.

DHS has a recently formed and enthusiastic client influencer group that would be made available to the consultant. It is envisaged that the consultant will engage with a broad cross section of clients from metropolitan and regional South Australia.

### **Critical Success Factors**

Critical success factors for the HFI Trust are outlined below to provide guidance for the engagement process:

- a) Financial sustainability of the HFI Trust
  - a. sustainable future for the Trust, with maximum possible funds available to support beneficiaries
  - b. minimal resourcing required from State Government to implement and run long term in terms of staffing and administrative processes.
  - c. No obligation to keep the site, sale proceeds must be used for the purpose of the Trust.
- b) Community support
  - a. preferred option aligns with feedback from the community including people with disabilities and their families and carers
  - b. reasonable and realistic option for the Trust and the Fullarton site
  - c. preferred option respects the legacy of the HFI Trust and the history of the site.
- c) Improved assistance to beneficiaries

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

## Project Methodology

### Phase 1: Scoping

# Clause 16(1)(a)(i), Clause 16(1)(a)(ii)

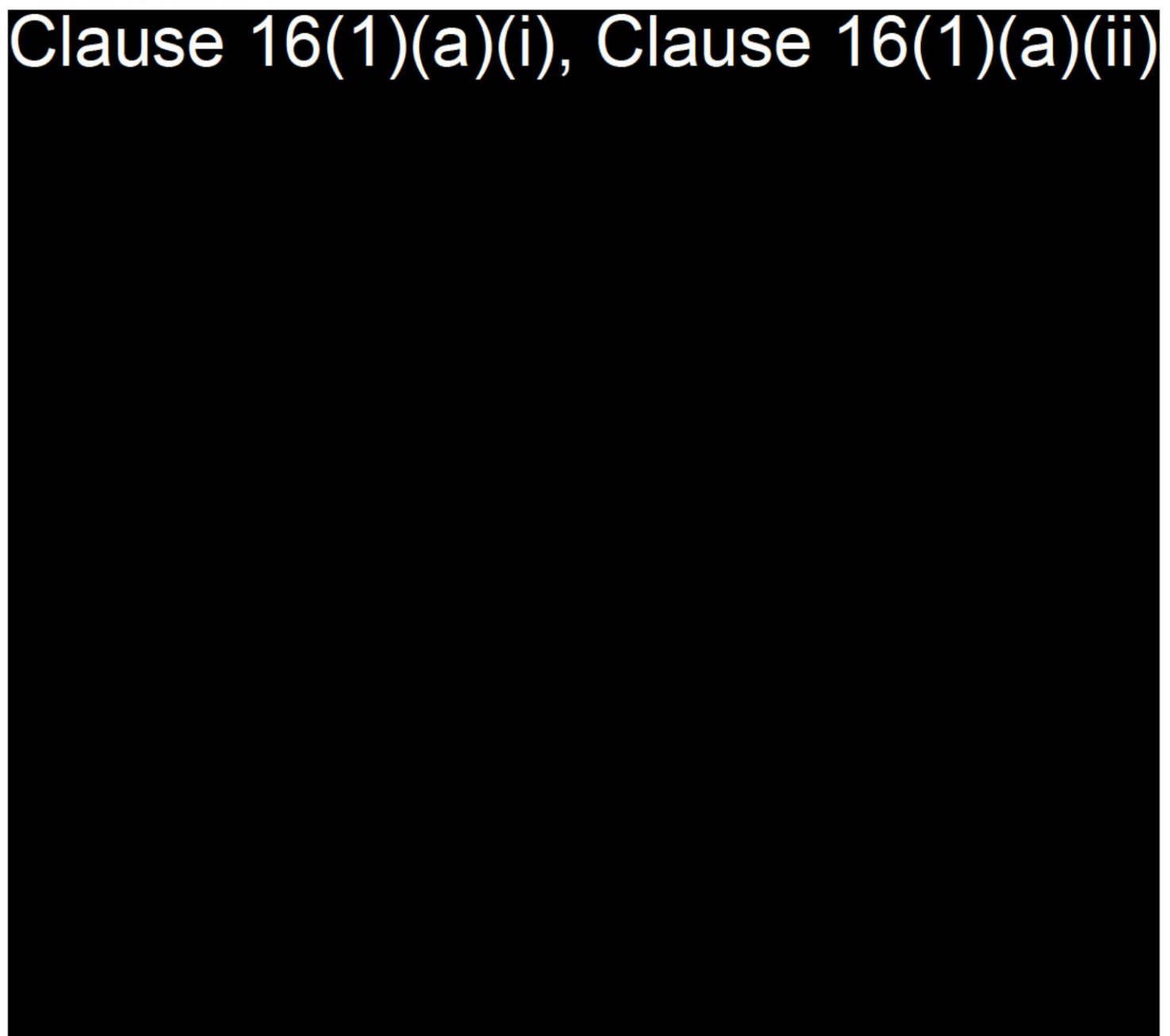


Clause 16(1)(a)(i), Clause 16(1)(a)(ii)



Phase 2: Engagement

Clause 16(1)(a)(i), Clause 16(1)(a)(ii)





Clause 16(1)(a)(i), Clause 16(1)(a)(ii)

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Phase 3: Analysis

Clause 16(1)(a)(i), Clause 16(1)(a)(ii)

A large black rectangular redaction box covering the content of the second section.

Phase 4: Recommendations

Clause 16(1)(a)(i), Clause 16(1)(a)(ii)

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**Attachment 6 – Pricing and Payment**

The following pricing will apply unless agreed otherwise by the parties at completion of Phase 1 (Scoping and Preliminary Engagement):

Phase	Estimated Hours	Hourly Rate (GST Inclusive)	Total Activity Cost (GST Inclusive)
Clause 7(1)(b)			
TOTAL (GST inclusive)			Up to \$99,653.40

20TDHS/033



**Government of South Australia**  
Department of Human Services

TO CHIEF EXECUTIVE

RE: CONSULTANCY APPROVAL FOR NDIS COMMERCIAL EXPERTISE

Decision/action required by:...../...../.....

Reason:.....

Recommendation	Response
1. Approve the engagement of a consultant to undertake a Stakeholder consultation process relating to the Home for Incurables Trust Beneficiary, at a cost of no more than \$110,000.	Approved / Not Approved / Noted
2. Note Accommodation Services will work in collaboration with Procurement to engage a suitably experienced consultancy firm.	Approved / Not Approved / Noted

**Comments:**

.....  
 .....  
 .....  
 .....  
 .....  
 .....  
 .....  
 .....

  
 -----  
 Tony Harrison  
 Chief Executive  
 20 / 2020

**PURPOSE**

To seek approval for the proposed engagement of a service provider to undertake a Stakeholder consultation relating to the Home for Incurables Trust Beneficiary at a cost of no more than \$110,000 (ex GST).

**KEY POINTS**

- Accommodation Services are proposing to engage a consultant to undertake a stakeholder consultation relating to the Home for Incurables Trust;
- The Chief Executive must approve all consultancy engagements where the estimated value is greater than \$10,000;
- Accommodation Services will undertake an appropriate procurement process to engage a suitably experienced consultancy firm.

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## RISKS/SENSITIVITIES

Nil.

## DISCUSSION

With the exit of clients from the Highgate Park site, options need to be explored for the continued support of the fund's beneficiaries – South Australians with disabilities who are unable to live independently.

The Fullarton Campus or Highgate Park site was established under the Home for Incurables (HFI) Trust in 1879 and it 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.

Legal advice has outlined that **Clause 10(1)**

# Clause 10(1)

Stakeholder engagement must be undertaken to comply with the Trustee Act and formulate options for the fund to continue to benefit South Australians with a disability. Specifically, people who are unable to live independently without support.

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

As agreed by the Executive Leadership Team, all proposed consultancies with an estimated cost of over \$10,000 must be approved by the Chief Executive.

It is recommended that you approve the engagement of a consultant. If the proposed consultancy is approved, the Business Commercialisation directorate will manage a procurement process to recommend the most appropriate organisation to complete the work.

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**BUDGET**

Are there financial implications Yes

Is there a budget impact No

Is there an FTE impact No

Chief Financial Officer noted: *Noted*

Division	Accommodation Services		
Director, Business Commercialisation	Michael Elias	<i>Michael Elias</i> signature	09/01/2020
Group Executive Director, Disability and Reform Services	Gerrie Mitra	<i>Gerrie Mitra</i> signature	13/1/20

**ATTACHMENTS**

Nil

Contact Officer: Michael Elias, Director Business Commercialisation  
**Clause 6(1)** [michael.elias@sa.gov.au](mailto:michael.elias@sa.gov.au)

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DATED 22 DAY OF October 2020

**VARIATION AGREEMENT**

**BETWEEN**

**MINISTER FOR HUMAN SERVICES  
("the Government Party")**

**AND**

**THINK HUMAN PTY LTD  
ABN 80 630 203 593  
("the Supplier")**

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5.	COSTS OF THIS AGREEMENT .....	2
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SCHEDULE 1 - AMENDMENTS

ANNEXURE A - PRINCIPAL AGREEMENT



**VARIATION AGREEMENT** dated

**BETWEEN:**

**MINISTER FOR HUMAN SERVICES** a body corporate pursuant to the *Administrative Arrangements Act (SA) 1994* of Level 12, 1 King William Street Adelaide SA 5000 ("the Government Party")

**AND**

**THINK HUMAN PTY LTD** (ABN 80 630 203 593) of PO Box 431, Welland SA 5007 ("the Supplier")

**BACKGROUND**

- A. The Government Party and the Supplier entered into the Principal Agreement for the provision of certain services by the Supplier to the Government Party.
- B. The Government Party and the Supplier have now agreed to vary certain terms and conditions of the Principal Agreement and to record those variations in this Agreement.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement:

1.1.1 "**Agreement**" means this variation agreement between the Government Party and the Supplier;

1.1.2 "**Principal Agreement**" means the Agreement dated 24 February 2020.

1.2 Unless otherwise specified in this Agreement all words and expressions defined in the Principal Agreement shall have the same meanings in this Agreement.

1.3 The Government Party and the Supplier agree that the matters referred to in the Background under this Agreement are true and correct in every material particular and that the Background shall form part of this Agreement.

**2. VARIATION OF THE PRINCIPAL AGREEMENT**

The Parties hereby agree that the Principal Agreement is varied in the manner specified in Schedule 1 of this Agreement.

### 3. CONFIRMATION OF THE PRINCIPAL AGREEMENT

Subject only to the variations contained in this Agreement and such other alterations (if any) as may be necessary to make the Principal Agreement consistent with this Agreement, the Principal Agreement remains in full force and effect and will be read and construed and be enforceable as if the terms of this Agreement were inserted therein by way of addition or substitution (as the case may be).

### 4. OPERATION OF THIS AGREEMENT

The variations effected by this Agreement shall operate on and from Execution of this Variation.

### 5. COSTS OF THIS AGREEMENT

Each party must pay its own costs arising from the preparation, negotiation and execution of this Agreement.

### 6. FORMAL CONSIDERATION

In consideration of the Supplier entering into this Agreement, the Supplier must pay the consideration of ten (\$10) dollars on demand by the Government Party.

#### EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of the MINISTER

FOR HUMAN SERVICES by a person

duly authorised in that regard in the presence

of:

Clause 6(1)

Signature

Joe Young

Print Name

Clause 6(1)

Witness (signature)

Brian Hoyer

Witness (print name)

Clause 6(1)

SIGNED for and on behalf of THINK HUMAN

PTY LTD (ABN 80 630 203 593) by a person

duly authorised in that regard in presence of:

Signature

Melanie Lambert

Print Name

Clause 6(1)

Witness (signature)

PAUL LAMBERT

Witness (print name)

## **SCHEDULE 1**

### **1. AMENDMENT TO EXPIRY DATE**

The Parties agree that the Principal Agreement Attachment 1, item 4 is amended to reflect an Expiry Date of 30 November 2020.

**ANNEXURE A**  
**PRINCIPAL AGREEMENT**



**From:** [Kirkby, Muriel \(DHS\)](#)  
**To:** [Hopper, Brian \(DHS\)](#)  
**Cc:** [Oliver, Julie \(DHS\)](#); [Fforde, Amy \(DHS\)](#); [Palmer, Gemma \(DHS\)](#)  
**Subject:** Re: DHS-258 - HFI Trust Beneficiary Consultation - Contract Closure Report for completion  
**Date:** Tuesday, 13 October 2020 8:08:14 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image001.png](#)  
[ATT00001.htm](#)  
[image002.png](#)  
[ATT00002.htm](#)  
[image003.png](#)  
[ATT00003.htm](#)  
[image001.png](#)  
[ATT00004.htm](#)  
[image002.png](#)  
[ATT00005.htm](#)  
[image003.png](#)  
[ATT00006.htm](#)  
[image001.png](#)  
[ATT00007.htm](#)  
[image002.png](#)  
[ATT00008.htm](#)  
[image003.png](#)  
[ATT00009.htm](#)  
[DHS258-V01 Variation Briefing to FD to extend to 30 Oct 2020.doc](#)  
[ATT00010.htm](#)

---

Approved, Amy/Gemma can you please add my e-signature and return to Brian.  
 Many thanks  
 Muriel

Muriel Kirkby  
 Director, Accommodation Services  
 Department of Human Services  
 T:83721412 M:0457548620  
[muriel.kirkby@sa.gov.au](mailto:muriel.kirkby@sa.gov.au)

On 13 Oct 2020, at 3:40 pm, Hopper, Brian (DHS)  
 <[Brian.Hopper2@sa.gov.au](mailto:Brian.Hopper2@sa.gov.au)> wrote:

Muriel

This Briefing is in the approval chain. I need to have an e-mail for process purposes that you approve the Briefing. I have already prepared a variation document ready to go.

Brian

**Brian Hopper**

**Procurement Officer, Procurement and Grants Unit**  
Telephone: 8207 2500 Email: [brian.hopper2@sa.gov.au](mailto:brian.hopper2@sa.gov.au)

---

**From:** Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)>  
**Sent:** Thursday, 8 October 2020 4:49 PM  
**To:** Hopper, Brian (DHS) <[Brian.Hopper2@sa.gov.au](mailto:Brian.Hopper2@sa.gov.au)>  
**Subject:** FW: DHS-258 - HFI Trust Beneficiary Consultation - Contract Closure Report for completion

Sorry Brian I had trouble finding the first invoice.

Updated text attached. Lorraine Marshall is acting Director this week, the EA is Gemma Palmer so sent to both to get urgent signature,

Thanks

Julie

---

**From:** Hopper, Brian (DHS) <[Brian.Hopper2@sa.gov.au](mailto:Brian.Hopper2@sa.gov.au)>  
**Sent:** Thursday, October 8, 2020 4:37 PM  
**To:** Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)>  
**Subject:** RE: DHS-258 - HFI Trust Beneficiary Consultation - Contract Closure Report for completion

Julie

Where are we up to with this? I want to close this out as **Clause 6(1)**  
**Clause 6(1)**

Brian

**Brian Hopper**  
**Procurement Officer, Procurement and Grants Unit**  
Telephone: 8207 2500 Email: [brian.hopper2@sa.gov.au](mailto:brian.hopper2@sa.gov.au)

---

**From:** Hopper, Brian (DHS)  
**Sent:** Wednesday, 30 September 2020 11:19 AM  
**To:** Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)>  
**Subject:** FW: DHS-258 - HFI Trust Beneficiary Consultation - Contract Closure Report for completion

Julie

I have completed a draft briefing for Joe to sign. Take a look and comment. I assume the phase 2 payment was made. Please add in value.

Once you have made any amendments, send it back and I will put through the approval chain and do the formal variation. You will see I added on an extra month

'just in case' so we do not have to do this a second time.

Brian

**Brian Hopper**

**Procurement Officer, Procurement and Grants Unit**

Telephone: 8207 2500 Email: [brian.hopper2@sa.gov.au](mailto:brian.hopper2@sa.gov.au)

---

**From:** Howie, Trudi (DHS)

**Sent:** Thursday, 24 September 2020 4:18 PM

**To:** Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)>; Scott, Sarah (DHS) <[Sarah.Scott@sa.gov.au](mailto:Sarah.Scott@sa.gov.au)>

**Cc:** Cradock, James (DHS) <[James.Cradock@sa.gov.au](mailto:James.Cradock@sa.gov.au)>

**Subject:** RE: DHS-258 - HFI Trust Beneficiary Consultation - Contract Closure Report for completion

Hi Julie

Thank you for the explanation. Sarah will assign someone to work through the contract requirements.

Kind regards

**Trudi Howie**

Procurement and Contract Support Officer | Finance and Business Services  
Department of Human Services

T: (08)8207 2560|E: [trudi.howie@sa.gov.au](mailto:trudi.howie@sa.gov.au)

[www.dhs.sa.gov.au](http://www.dhs.sa.gov.au)



**TO EXECUTIVE DIRECTOR DISABILITY SERVICES**

**RE: DHS-258-V01 HFI TRUST BENEFICIARY CONSULTATION – VARIATION TO EXTEND CONTRACT**

**Decision required by: 16/10/20**

**Reason: Continuation of service**

Recommendation	Response
1. That you approve an extension of the agreement between Think Human Pty Ltd and the Department of Human Services for the provision of consultancy services from 30 June 2020 to 30 November 2020. No additional funding is being sought in this time extension.	Approved / Not Approved / Noted

Comments:	
<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p><b>Approved by e-mail 19-10-20</b></p> <p><b>Joe Young</b></p> <p><b>Executive Director Disability Services</b></p> <p><b>/ / 2020</b></p>

## KEY POINTS

- In February 2020, Think Human Pty Ltd was engaged to provide consultancy services and a report regarding the HFI (Home for Incurables) Trust. Final reporting was due 30 June 2020.
- Due to Covid-19 restrictions which have prevented face-to-face engagement with vulnerable individuals, the project has been delayed and a final report is not anticipated until 31 October 2020. An additional month will be provided in the variation agreement to 30 November 2020 as a contingency.
- No additional funds are required, but an extension to allow time to complete the report is now necessary.

## DISCUSSION

The Minister of Human Services is required in her capacity as Trustee of the HFI Trust to have regard to information or representations received from people with disabilities who are likely to benefit from the Trust.

The consultancy report was commissioned to provide options for the continued support of the HFI Trust beneficiaries, including stakeholder engagement in formulating options for the fund and its continued benefit to South Australians with a disability.

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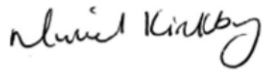
The approved Purchase Recommendation provided project funding of \$99,653.40. The first two milestones of the project have been completed, and \$68,812.70 of project funding has been released to date (65% of project funding).

## BUDGET

Are there financial implications No

Is there a budget impact No

Is there an FTE impact No

<b>Division</b>	<b>Accommodation Services</b>		
<b>Director, Accommodation Services</b>	Muriel Kirkby	 <b>signature</b>	14/10/2020
<b>Director Procurement and Grants</b>	Caroline Lock	..... <b>signature</b>	...../...../.....

<b>Contact Officer:</b>	Brian Hopper Procurement Officer Procurement and Grants Unit Brian.hopper2@sa.gov.au
-------------------------	---

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## SIMPLE ACQUISITION PLAN

### OVERVIEW

<b>Public Authority</b>		Department of Human Services		
<b>Name of Procurement</b>		Home for Incurables Trust Beneficiary Consultation		
<b>Date</b>		6 January 2020	<b>File/Asset Reference</b>	DHS/19/14557
<b>Estimated Contract Value (GST Inclusive)</b>	<b>Consultancy</b>	<b>Contact Details</b>		<b>Number of Quotes to be sought</b>
Up to \$110,000	Yes	Julie Oliver Accommodation Services <a href="mailto:julie.oliver@sa.gov.au">julie.oliver@sa.gov.au</a> <b>Clause 6(1)</b>		4
<b>Term</b>		The expected contract start date is 17 February 2020 The expected term of the contract is 4.5 months, to expire 30 June 2020		

### PUBLIC AUTHORITY REQUIREMENTS

With the exit of clients from the Highgate Park site, options need to be explored for the continued support of the fund's beneficiaries - South Australians with disabilities who are unable to live independently.

The Fullarton Campus or Highgate Park site was established under the Home for Incurables (HFI) Trust in 1879 and it 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.

Legal advice has outlined that Section 9A of the Trustee Act 1936 provides that the trustee of a charitable trust must, in the administration of the trust, have regard to advice or information given by certain people. The Minister, in her capacity as trustee is required to have regard to the information or representations received from people with disabilities who are likely to benefit from the trust.

Stakeholder engagement must be undertaken to comply with the Trustee Act and formulate options for the fund to continue to benefit South Australians with a disability. Specifically, people who are unable to live independently without support.

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

### KEY PROJECT RISKS

<b>Overall risk rating</b>	Medium		<b>Reasons for risk rating</b>	Reasonable level of public interest and political interest Timeframes are very short		
<b>Risk Name and Description</b>	<b>Current Controls</b>	<b>Impact</b>	<b>Consequence</b>	<b>Likelihood</b>	<b>Risk Rating</b>	<b>Risk Treatment</b>

Public seeking information about the future of the site, shaping conversation around the site not the beneficiaries	n/a new project	Reputation and Image	Minor	Likely	Low	Expertise sought for consultation and communication.  Outsource engagement to avoid perception of conflict of interest
Time lag between announcement and fund availability means the decision on the future of the Trust may not be relevant by the time the funds are available. The estimate from the most recent valuation report is up to 4 years for the redevelopment to be complete, with staged payments highly likely.	n/a new project	Reputation and Image Financial (project is wasted effort)	Moderate	Likely	Moderate if not treated, expertise engaged should reduce to low	Up front explanation during consultation phase.
Public demand for a site plan that is not financially achievable	n/a new project	Organisational Client dissatisfaction	Moderate	Likely	Moderate untreated Low treated	Up front explanation during consultation phase. Commit to further work on site in 2020.

A liability cap of 2x the agreement value will apply.

## EVALUATION PROCESS

The following evaluation criteria and weightings have been determined:

Relevant experience and past performance in community engagement and with people with disabilities or other vulnerable groups	50%
Proposed methodology (including availability to start the contract within a short timeframe)	50%
South Australian Industry Participation Policy Economic Contribution Test	An ECT will be requested but will not be included in the weighted scoring.



Suppliers will be requested to submit pricing for the delivery of the requirement, detailing proposed activities, hours required and hourly rate applied. Each proposal will then be scored via consensus. The supplier's weighted score will be considered alongside tendered price and any risks identified. The Evaluation Team will then apply a balanced judgement across score, price and risk to identify a preferred supplier.

The evaluation team comprises:

Name: Muriel Kirkby

Position: Director, Accommodation Services

Name: Julie Oliver

Position: Project Manager

Name: Karen Lang

Position: Senior Procurement Adviser

The following evaluation input and advice will be sought from procurement, probity, technical or legal specialists:

Advice may be sought from relevant community engagement experts within Government.

There are no conflicts of interest in the evaluation team.

### MARKET APPROACH

A quote will be sought from the following suppliers:

# Clause 9(1), Clause 7(1)(b)

Think Human

Mel Lambert

M: **Clause 6(1)**

[melanie@thinkhuman.com.au](mailto:melanie@thinkhuman.com.au)

<https://www.thinkhuman.com.au/>

Suppliers were selected following a meeting with Maria Naranjo Mendoza, Strategic Engagement Lead, Office for Digital Government in DPC and the above organisations were recommended.

# Clause 9(1), Clause 7(1)(b)

Think Human are known to have experience working with people with a disability and were recommended by a former Director in Dept for Child Protection

All four suppliers are South Australian organisations.

An Economic Contribution Test will be requested. ECT scores will not be included in the weighted scoring but may be used to differentiate between proposals.

The preferred supplier will be engaged via the SPB's Standard Goods and Services Agreement.

INDICATIVE KEY MILESTONES	DATE
Quotes received	29 January 2020
Completion of evaluation	4 February 2020
Approvals	4 February 2020
Notification to successful supplier(s)	4 February 2020
Contract executed	7 February
Notification to unsuccessful supplier(s)	10 February
Contract commencement	17 February
<b>CONTRACT MANAGEMENT/IMPLEMENTATION</b>	
A Project Manager has been appointed to liaise with the contracted consultant, with the Executive Director, Accommodation Services as project sponsor.	
<b>PUBLIC AUTHORITY SPECIFIC REQUIREMENTS</b>	
N/A	
<b>RECOMMENDATION</b>	
It is recommended that quotes be sought from the identified suppliers. Funds are available.	
Signed: <b>Clause 6(1)</b>	Name: Michael Elias
Date: 7 Jan 2020	Position: Director, Business Commercialisation
<b>APPROVAL</b>	
Approved/Not Approved/Approved with conditions (select one)	
Conditions _____	
Signed: <b>Clause 6(1)</b>	Name: <u>GERIE MITRA</u>
Date: <u>7/1/2020</u>	Position: <u>GROUP EXECUTIVE DIRECTOR</u>
<b>FOR PROCUREMENT UNIT USE ONLY</b>	

## SIMPLE PURCHASE RECOMMENDATION

<b>OVERVIEW</b>			
<b>Public Authority</b>		Department of Human Services	
<b>Name of Procurement</b>		DHS258 HFI Trust Beneficiary Consultation	
<b>Date</b>		February 2020	<b>File/Asset Reference</b> DHS/19/14557
<b>Contract Value (GST Inclusive)</b>	<b>Consultancy</b>	<b>Contact Details</b>	<b>Number of Quotes</b>
\$99,653.40	Yes – approved by the CE, DHS on 20 January 2020	Julie Oliver, Manager Hotel and Ancillary Services Accommodation Services (08) 8272 1988 <a href="mailto:julie.oliver@sa.gov.au">julie.oliver@sa.gov.au</a>	Selective RFQ sent to 4 suppliers. 1 response was received.
<b>Simple Acquisition Plan</b>		A Simple Acquisition Plan was approved on 7 January 2020 by the Group Executive Director, Disability and Reform Services.	
<b>EVALUATION OUTCOMES</b>			
A quote was received from the one supplier. A brief summary of the supplier's quote is provided below. The State Procurement Board's standard supplier selection scoring matrix was used (Attachment One).			
<b>Name of Supplier</b>		<b>Total Price</b>	<b>Summary Comments</b>

Think Human	\$99,653.40 (GST inclusive)	<div data-bbox="823 228 1426 304"> <b>Relevant experience and past performance (50%)</b>            Clause 7(1)(b), Clause 16(1)(a)(i), Clause 16(1)(a)(ii)         </div> <div data-bbox="823 304 1426 1099"></div> <div data-bbox="823 1099 1426 1176"> <b>Proposed Methodology (50%)</b>            Clause 7(1)(b), Clause 16(1)(a)(i), Clause 16(1)(a)(ii)         </div> <div data-bbox="823 1176 1426 1682"></div> <div data-bbox="823 1682 1426 1731"> <b>Price</b> </div> <div data-bbox="823 1731 1426 1930"> <b>Clause 7(1)(b)</b> </div>
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# Clause 7(1)(b)

## UPDATED KEY PROJECT RISKS

The following updated key project risks have been identified:

Risk Name and Description	Current Controls	Impact	Consequence	Likelihood	Risk Rating	Risk Treatment
Project has a very tight delivery timeframe and minor delays could impact final delivery date. Accommodation Services Executive approval of final timeframe is required.	Dedicated DHS project manager will supervise consultant	High	Delayed outcomes	Low	Medium	Seek approval for revised delivery timeframe

## CONTRACTUAL ARRANGEMENTS

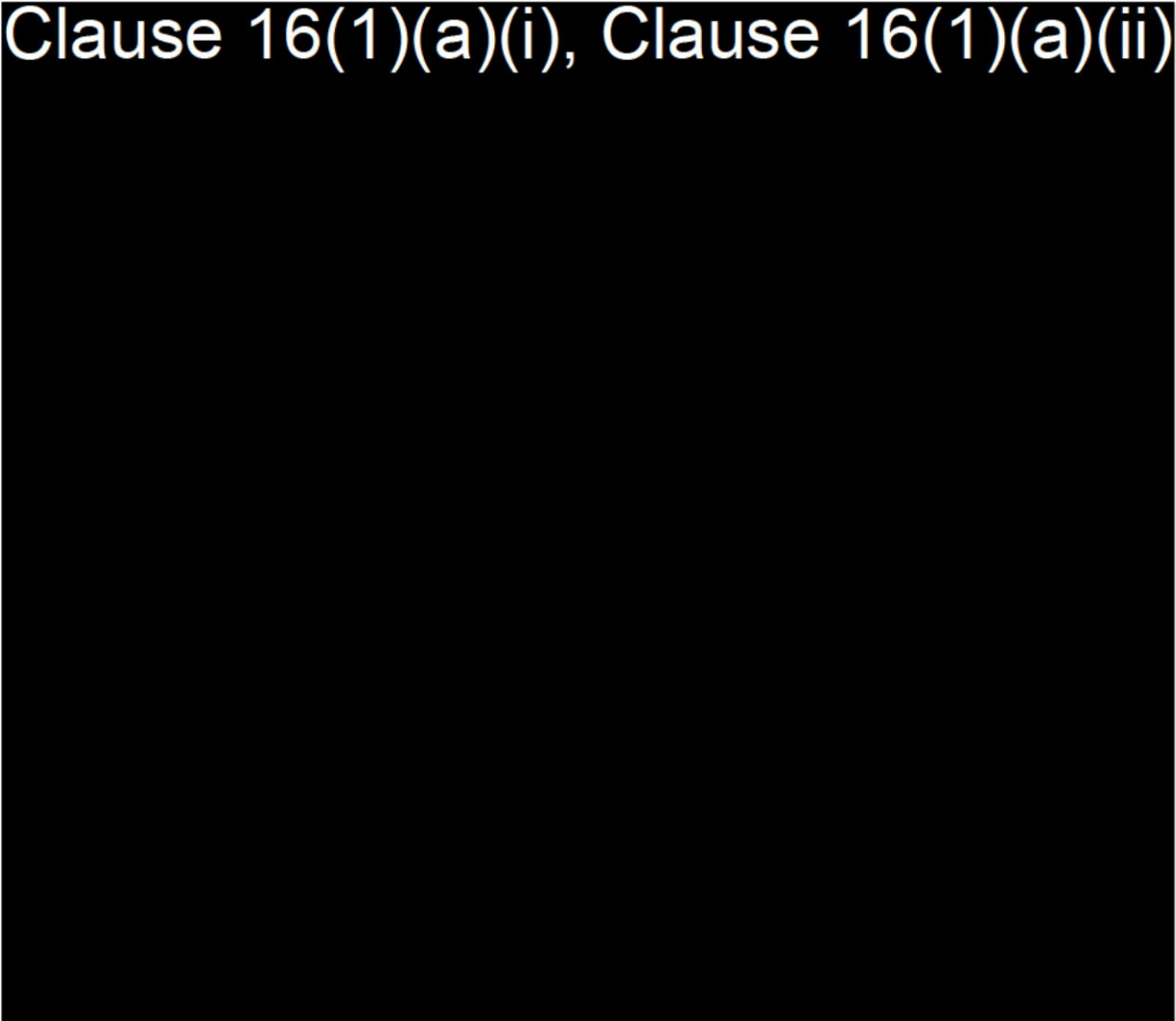
The preferred supplier/s will be engaged by a Standard Goods and Services Agreement with the following details:

Contract Commencement Date	17 February 2020
Base contract term	4 months 2 weeks – expiry 30 June 2020
Extension options	Not applicable
Total contract value (including options)	\$99,653.40 (GST inclusive) – this is a maximum cost based on the supplier's response to the information provided by DHS in the RFQ. Actual final value will depend on engagement volumes etc.
Payment details	Via invoice
Management of contract deliverables	<p>The consultancy will be closely managed by the DHS Contract Manager who will provide guidance and assistance to the consultant throughout the contract term and ensure that timelines are met.</p> <p>A Contract Closure Report will be required to be submitted to the procurement delegate 6 weeks after the end of the contract.</p>
Contract manager for this contract	Julie Oliver, Manager Hotel and Ancillary Services
<b>PUBLIC AUTHORITY SPECIFIC REQUIREMENTS</b>	
All Evaluation Team members were requested to declare any conflicts of interest prior to the start of the evaluation. No such conflicts were declared.	
<b>RECOMMENDATION</b>	
On the basis of the evaluation process undertaken, it is recommended that Think Human be awarded the contract for DHS258 HFI Beneficiary Trust at a total maximum cost of \$99,653.40 for a term commencing 17 February 2020 until 30 June 2020.	
Signed: <b>Clause 6(1)</b>	Name: Karen Lang (Chair)
Date: <u>7/2/2020</u>	Position: Senior Procurement and Grants Adviser
The following members of the evaluation team agree with the information provided in this report:	
Signed: <b>Clause 6(1)</b>	Name: Muriel Kirkby
Date: <u>7/2/2020</u>	Position: Director Accommodation Services
Signed: <b>Clause 6(1)</b>	Name: Julie Oliver
Date: <u>7/2/2020</u>	Position: Manager, Hotel and Ancillary Services
Signed: <b>Clause 6(1)</b>	Name: James Cradock
Date: <u>7/2/2020</u>	Position: Procurement and Grants Adviser (Observer)
<b>APPROVAL</b>	
Approved/Not Approved/Approved with conditions (select one)	
Conditions	
Signed: <b>Clause 6(1)</b>	Name: <u>Joe Young</u>

Date: <u>11/2/20</u>	Position: <u>ED, Disability Services</u>
<b>FOR PROCUREMENT UNIT USE ONLY</b>	

**Attachment One: DHS258 HFI Beneficiary Consultation – Scoring Matrix**

**Clause 16(1)(a)(i), Clause 16(1)(a)(ii)**



---

**Subject:** Joe no longer required : Internal scoping Workshop for engagement process with Think Human

**Location:** Room 4I, Riverside Centre

**Start:** Mon 2/03/2020 12:00 PM

**End:** Mon 2/03/2020 2:00 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** Oliver, Julie (DHS)

**Required Attendees:** Kirkby, Muriel (DHS); 'Melanie Lambert'; McCall, Rachel (DHS); Marshall, Lorraine (DHS); McGeoch, Helen (DHS)

**Optional Attendees:** Young, Joe (DHS); lyn@thinkhuman.com.au

Hi All, agenda now attached.

*Sending again – hopefully third time lucky – Muriel is attending 12:15-1:15 – location has changed, room in CBD to be advised. Joe no longer required, but I've invited him in case some time opens up.*

*Mel will catch up with Rachel separately on a Thursday or Friday.*

Hi Everyone, as agreed at the meeting with Joe and Muriel yesterday, here is the invitation to the scoping workshop. I'll add in the nomination from Michelle McGeachie when I get it, happy for you to forward to anyone else you require at the meeting.

### **HFI Trust Beneficiary Consultation Scoping workshop**

An internal workshop with key internal informants, which will include the Trustee (or her delegate), DHS staff, and may include other stakeholders e.g. the Client Influencer Group or other partners.

This workshop will:

- Unpack the desired and undesired outcomes
- Identify key stakeholder groups impacted by any changes to the purpose & work of the Trust and to the purpose and use of the building
- Identify any options already explored or existing preferences for future options, as well as any options that have been ruled 'out of scope'
- Identification of any key documents to inform the Engagement Plan, including Trust Deed or advices which are not privileged that can be shared on the permitted uses of Trust Assets
- Identification of any current or recent workforce or enterprise context that may have bearing on the Engagement Project and subsequent recommendations
- Clarify and define terms: 'realistic options' and 'new and creative ideas from beneficiaries and others' to create clear guardrails for initial engagement.

**Julie Oliver**

**Manager, Hotel and Ancillary Services**

**Accommodation Services**

**Department of Human Services**

**T: (08) 8272 1988 (ext 290) |M: Clause 6(1) |E:julie.oliver@sa.gov.au**

[www.dhs.sa.gov.au](http://www.dhs.sa.gov.au)

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# Department of Human Services

HFI Trust Consultation, Scoping Workshop  
2nd March 2020

## Purpose:

To understand the context, constraints and desired outcomes for Government and other key stakeholders for the Consultation Project to inform the overall project design and methodology.

	Description	Objective	Whom	Time	Duration
on arrival	resource list and set up				
Welcome & intros	Purpose of workshop Methodology and outputs	to ensure everyone knows why we are her and what we will do together	ML	12:00 pm	5m
Context	Mapping key elements, for both the Trust and the site, of: <ul style="list-style-type: none"> <li>- current state</li> <li>- recent and long-term history</li> <li>- potential options for future</li> <li>- other issues e.g. industrial</li> </ul>	to rapidly paint a picture of the current context of both Trust and site, to surface assumptions and understand constraints.	ML/LF	12:05 pm	25m
Project Outcomes	Mapping, as best we can, what the different desired and undesired outcomes are, by stakeholder group, including Government, beneficiaries, families, and local community, and may also include other stakeholders in the sector	to understand the risks and competing desires of different stakeholder groups to inform the design of the consultation project	ML	12:30 pm	45m
Critical Success factors	Reviewing the critical success factors as outlined in the tender documentation	to surface any assumptions within the critical success factors and to ensure clarity for the consultant in what is required against each CSF	ML/JR	1:15 pm	25m



Think Human

Timeline	Mapping key milestones & key deliverables, including key stakeholders and when to engage, logistics etc.	to ensure clarity on project phasing and dependencies		1:40 pm	20m
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Think Human

**From:** [DHS:SIPP Coordination](#)  
**To:** [DHS:CE Office](#)  
**Cc:** [DHS:SIPP Coordination](#)  
**Subject:** FW: INFORMAL ADVICE REQUEST - 20MDIS/0426 - Seeking Informal Advice - Email from Stacey Davidson (Stuart EO) on behalf of **Clause 6(1)** regarding the Highgate Park consultation  
**Date:** Tuesday, 1 September 2020 12:49:24 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[FW Highgate Park - consultation.msg](#)  
[RE FOR APPROVAL Due OCE 25 8 - FW INFORMAL ADVICE REQUEST - 20MDIS 0426 - Seeking Informal Advice - Email from Stacey Davidson \(Stuart EO\) on behalf of \*\*Clause 6\(1\)\*\* regarding the Highgate Park consultation.msg](#)  
**Importance:** High

---

Hi

As approved by ED.

- **Clause 6(1)** [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- Think Human is the organisation contracted to run the engagement process, **Clause 6(1)** [REDACTED]
- [REDACTED]

contact Think Human via email on [hfithinkhuman@gmail.com](mailto:hfithinkhuman@gmail.com).

Kind regards

**Claire Lawrence | Project and Executive Officer**  
 Disability Access and Inclusion | Disability and Reform  
 Department of Human Services  
 P: (08) 841 54368

Parliamentary or Cabinet Business [DHS:Disability - Parliamentary](#)  
 Ministerials or Briefings [DHS:Disability - Ministerials](#)

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**From:** DHS:CE Office

**Sent:** Friday, 21 August 2020 12:25 PM

**To:** DHS:Disability - Ministerials

**Cc:** DHS:CE Office

**Subject:** INFORMAL ADVICE REQUEST - 20MDIS/0426 - Seeking Informal Advice - Email from Stacey Davidson (Stuart EO) on behalf of **Clause 6(1)** regarding the Highgate Park consultation

**Importance:** High

Can you please arrange **informal advice** regarding an email from Stacey Davidson (Stuart EO) on behalf of **Clause 6(1)** regarding the Highgate Park consultation (please see attached email).

Please provide this advice to the CE's Office by the **COB 25/08/2020**

- Informal advice should include brief dot points in email format
- The content must be approved by the Executive Director
- Please work within the timeframes provided, this may involve providing initial advice, with further advice to follow as information becomes available
- Advice must be returned to [DHS.CEOoffice@sa.gov.au](mailto:DHS.CEOoffice@sa.gov.au)

Thank you.

**Brett Halsey**

**Briefings Officer**

Office of the Chief Executive | People, Strategy and Systems |

Department of Human Services | Government of South Australia

Phone: (08) 820 **70172**

[Brett.Halsey@sa.gov.au](mailto:Brett.Halsey@sa.gov.au)

[www.dhs.sa.gov.au](http://www.dhs.sa.gov.au)

		
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**From:** [Young, Joe \(DHS\)](#)  
**To:** [DHS:Disability - Ministerials](#)  
**Cc:** [Kranz, Peta \(DHS\)](#)  
**Subject:** RE: FOR APPROVAL | Due OCE 25/8 - FW: INFORMAL ADVICE REQUEST - 20MDIS/0426 - Seeking Informal Advice - Email from Stacey Davidson (Stuart EO) on behalf of **Clause 6(1)** regarding the Highgate Park consultation  
**Date:** Sunday, 30 August 2020 1:50:28 PM

---

Approved

**From:** DHS:Disability - Ministerials  
**Sent:** Friday, 28 August 2020 7:56 AM  
**To:** Young, Joe (DHS)  
**Cc:** Kranz, Peta (DHS) ; DHS:Disability - Ministerials  
**Subject:** FOR APPROVAL | Due OCE 25/8 - FW: INFORMAL ADVICE REQUEST - 20MDIS/0426 - Seeking Informal Advice - Email from Stacey Davidson (Stuart EO) on behalf of **Clause 6(1)** regarding the Highgate Park consultation

Hi Joe

Please review below dot points.

Reply with approval to the DHS:Disability – Ministerials mailbox.

Kind regards

**Claire Lawrence | Project and Executive Support Officer**  
 Disability and Reform | Disability Access and Inclusion  
 Department of Human Services | L7, 108 North Tc, Adelaide SA 5000 | P: (08) 841 54368

---

**From:** Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)>  
**Sent:** Tuesday, 25 August 2020 8:44 AM  
**To:** DHS:Disability - Ministerials <[DHSDisabilityMinisterials@sa.gov.au](mailto:DHSDisabilityMinisterials@sa.gov.au)>  
**Subject:** FW: INFORMAL ADVICE REQUEST - 20MDIS/0426 - Seeking Informal Advice - Email from Stacey Davidson (Stuart EO) on behalf of **Clause 6(1)** regarding the Highgate Park consultation

---

**From:** Kirkby, Muriel (DHS) <[Muriel.Kirkby@sa.gov.au](mailto:Muriel.Kirkby@sa.gov.au)>  
**Sent:** Tuesday, August 25, 2020 6:05 AM  
**To:** Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)>  
**Subject:** Re: INFORMAL ADVICE REQUEST - 20MDIS/0426 - Seeking Informal Advice - Email from Stacey Davidson (Stuart EO) on behalf of **Clause 6(1)** regarding the Highgate Park consultation  
 Ok approved

Sent from my iPhone

On 24 Aug 2020, at 6:09 pm, Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)> wrote:

Hi Muriel,

Dot points below for response

- **Clause 6(1)** [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- Think Human is the organisation contracted to run the engagement process,

Clause 6(1)

- Clause 6(1)

Clause 6(1)

contact Think Human via email on  
[hfithinkhuman@gmail.com](mailto:hfithinkhuman@gmail.com).

**Julie Oliver**

Project Manager

Accommodation Services

Department of Human Services

M: Clause 6(1) | E: [julie.oliver@sa.gov.au](mailto:julie.oliver@sa.gov.au)

[www.dhs.sa.gov.au](http://www.dhs.sa.gov.au)

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**From:** Palmer, Gemma (DHS) <[Gemma.Palmer2@sa.gov.au](mailto:Gemma.Palmer2@sa.gov.au)>

**Sent:** Friday, August 21, 2020 1:47 PM

**To:** Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)>

**Subject:** FW: INFORMAL ADVICE REQUEST - 20MDIS/0426 - Seeking Informal Advice  
- Email from Stacey Davidson (Stuart EO) on behalf of Clause 6(1) regarding the Highgate Park consultation

**Importance:** High

Hi Julie,

Would you be the best person to respond to this?

Thank you

Gemma

**Gemma Palmer**

Executive Assistant to

**Muriel Kirkby, Director Accommodation Services**

Department of Human Services

T: 08 8207 2200 / Clause 6(1) E: [gemma.palmer2@sa.gov.au](mailto:gemma.palmer2@sa.gov.au)

[www.dhs.sa.gov.au](http://www.dhs.sa.gov.au)



**From:** [Hutton, Laura \(DHS\)](#)  
**To:** [DHS:Digital Communications](#); [Wallace, David \(DHS\)](#)  
**Subject:** Re: Highgate Park - form  
**Date:** Monday, 4 May 2020 2:52:59 PM  
**Attachments:** [image001.png](#)

Thanks Stephanie, sorry I meant does Squiz offer a form/database feature or are we better off using Mailchimp for that purpose? Happy to generate another code in Mailchimp if that's the preferred way forward.

**Laura Hutton**  
 Internal Communications Lead | Communications and Engagement  
 Department of Human Services  
 T: (08)841 39056 | M: **Clause 6(1)** | E: [laura.hutton@sa.gov.au](mailto:laura.hutton@sa.gov.au)  
 24 hour media line (08) 8413 9049  
[www.dhs.sa.gov.au](http://www.dhs.sa.gov.au)

---

**From:** Edwards, Stephanie (DHS) on behalf of DHS:Digital Communications  
**Sent:** Monday, 4 May 2020 1:25 PM  
**To:** Hutton, Laura (DHS); Wallace, David (DHS)  
**Subject:** RE: Highgate Park - form

I don't believe Squiz will have captured anything. We were just hosting the form that was sending information to MailChimp.

Best to start again.

**Stephanie Edwards**  
 Online Content Advisor  
 Digital Communications – Communications and Engagement  
 Department of Human Services, Riverside Building  
 Tel: 08-8207 0127 or [DHSdigital@sa.gov.au](mailto:DHSdigital@sa.gov.au)

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**From:** Hutton, Laura (DHS) <[Laura.Hutton@sa.gov.au](mailto:Laura.Hutton@sa.gov.au)>  
**Sent:** Monday, 4 May 2020 12:56 PM  
**To:** DHS:Digital Communications <[DHSDigitalCommunications@sa.gov.au](mailto:DHSDigitalCommunications@sa.gov.au)>  
**Subject:** Fw: Highgate Park - form

Hi Digi Comms/David,

Somewhere along the way, the Highgate Park list has been deleted and the form has been broken. I was able to get the below out from some manual digging, but we need to re-establish the audience and fix the form on <https://dhs.sa.gov.au/services/disability/highgate-park> moving forward.

Do you have a data collection feature in Squizz to do this, or should I make another MailChimp form and send you the coding?

Thanks,  
 Laura

**Laura Hutton**  
 Internal Communications Lead | Communications and Engagement  
 Department of Human Services  
 T: (08)841 39056 | M: **Clause 6(1)** | E: [laura.hutton@sa.gov.au](mailto:laura.hutton@sa.gov.au)  
 24 hour media line (08) 8413 9049  
[www.dhs.sa.gov.au](http://www.dhs.sa.gov.au)

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**From:** Hutton, Laura (DHS)  
**Sent:** Monday, 4 May 2020 12:54 PM  
**To:** Oliver, Julie (DHS)  
**Cc:** Wallace, David (DHS)  
**Subject:** Re: Highgate Park - form

Hello again Julie,

Please find below the list of subscribers from the MailChimp account who have signed up to the form.

If you are going to contact these people, could I please ask that you ensure they are bcc'd into an email, so that their privacy is not compromised?

Please let me know if you need anything further from C&E.

Many thanks,  
Laura

Clause 6(1)

**Laura Hutton**  
Internal Communications Lead | Communications and Engagement  
Department of Human Services  
T: (08)841 39056 | M: **Clause 6(1)** | E: [laura.hutton@sa.gov.au](mailto:laura.hutton@sa.gov.au)  
24 hour media line (08) 8413 9049  
[www.dhs.sa.gov.au](http://www.dhs.sa.gov.au)

**From:** Hutton, Laura (DHS)  
**Sent:** Monday, 4 May 2020 10:17 AM  
**To:** Oliver, Julie (DHS)  
**Cc:** Wallace, David (DHS)  
**Subject:** Re: Highgate Park - form

Hi Julie,

**My sincere apologies for the delay - all things COVID took over last week and so I was unable to get to any BAU requests like the below.**

**I will make it a priority to look into this today for you.**

Many thanks,  
Laura

**Laura Hutton**  
Internal Communications Lead | Communications and Engagement  
Department of Human Services  
T: (08)841 39056 | M: **Clause 6(1)** | E: [laura.hutton@sa.gov.au](mailto:laura.hutton@sa.gov.au)  
24 hour media line (08) 8413 9049  
[www.dhs.sa.gov.au](http://www.dhs.sa.gov.au)

**From:** Oliver, Julie (DHS)  
**Sent:** Tuesday, 28 April 2020 4:03 PM  
**To:** Hutton, Laura (DHS)  
**Cc:** Wallace, David (DHS)  
**Subject:** RE: Highgate Park - form

Hi Laura,

Could I get the list by the end of the week?

Cheers,

Julie

---

**From:** Edwards, Stephanie (DHS) <[Stephanie.Edwards@sa.gov.au](mailto:Stephanie.Edwards@sa.gov.au)> **On Behalf Of** DHS:Digital Communications  
**Sent:** Tuesday, April 28, 2020 3:36 PM  
**To:** Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)>  
**Subject:** FW: Highgate Park - form

Hi Julie

Can you please liaise directly with Laura about the HP form. Thanks

**Stephanie Edwards**  
Online Content Advisor  
Digital Communications – Communications and Engagement  
Department of Human Services, Riverside Building  
Tel: 08-8207 0127 or [DHSdigital@sa.gov.au](mailto:DHSdigital@sa.gov.au)

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**From:** Hutton, Laura (DHS) <[Laura.Hutton@sa.gov.au](mailto:Laura.Hutton@sa.gov.au)>  
**Sent:** Tuesday, 28 April 2020 3:25 PM  
**To:** DHS:Digital Communications <[DHSDigitalCommunications@sa.gov.au](mailto:DHSDigitalCommunications@sa.gov.au)>  
**Cc:** Wallace, David (DHS) <[David.Wallace2@sa.gov.au](mailto:David.Wallace2@sa.gov.au)>  
**Subject:** Re: Highgate Park - form

Hi Stephanie,

I had a little look at this last week and found the same. It appears in the many people using our accounts that the Highgate form has been meddled with, so I need to do some further digging to see if we can recover it/what's happened. I won't be able to today but possibly tomorrow. When is the info needed by?

**Laura Hutton**  
Internal Communications Lead | Communications and Engagement  
Department of Human Services  
T: (08)841 39056 | M: **Clause 6(1)** | E: [laura.hutton@sa.gov.au](mailto:laura.hutton@sa.gov.au)  
24 hour media line (08) 8413 9049  
[www.dhs.sa.gov.au](http://www.dhs.sa.gov.au)

---

**From:** Edwards, Stephanie (DHS) on behalf of DHS:Digital Communications  
**Sent:** Tuesday, 28 April 2020 3:01 PM  
**To:** Hutton, Laura (DHS)  
**Cc:** Wallace, David (DHS)  
**Subject:** FW: Highgate Park - form

Hi Laura

You asked for this form to be created. Can you please tell me which Mailchimp account was used. We need to get a list of people who have registered.

Many thanks

**Stephanie Edwards**  
Online Content Advisor  
Digital Communications – Communications and Engagement  
Department of Human Services, Riverside Building  
Tel: 08-8207 0127 or [DHSdigital@sa.gov.au](mailto:DHSdigital@sa.gov.au)

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**From:** Wallace, David (DHS) <[David.Wallace2@sa.gov.au](mailto:David.Wallace2@sa.gov.au)>  
**Sent:** Tuesday, 28 April 2020 2:14 PM  
**To:** DHS:Digital Communications <[DHSDigitalCommunications@sa.gov.au](mailto:DHSDigitalCommunications@sa.gov.au)>  
**Cc:** Edwards, Stephanie (DHS) <[Stephanie.Edwards@sa.gov.au](mailto:Stephanie.Edwards@sa.gov.au)>  
**Subject:** Re: Highgate Park - form

Further to the above, this is the list of audiences on the DHS mailchimp.

# Audiences

☐ Sort by Custom order ▾

	<input type="checkbox"/> <b>All DHS lists</b> Created 13 Mar 2020 4:51 pm	1,239 Contacts	1,221 Subscribers	36.7% Opens	9.5% Clicks
	<input type="checkbox"/> <b>Community Services Sector List</b> Created 18 Dec 2018 2:50 pm	107 Contacts	106 Subscribers	40.6% Opens	7.7% Clicks
	<input type="checkbox"/> <b>Disability Engagement Group</b> Created 10 Sep 2018 3:48 pm	423 Contacts	405 Subscribers	37.5% Opens	5.6% Clicks
	<input type="checkbox"/> <b>NGO Sector News - external send</b> Created 27 Nov 2017 12:32 pm	604 Contacts	575 Subscribers	37.3% Opens	6.5% Clicks

## David Wallace | Online Information Consultant

System Solutions | Business Technology

Department of Human Services

Ph. (08) 841 54134 M: **Clause 6(1)**

Level 4 SE, Riverside Centre, North Terrace, Adelaide SA 5000

[www.dhs.sa.gov.au](http://www.dhs.sa.gov.au)

---

**From:** Edwards, Stephanie (DHS) on behalf of DHS:Digital Communications

**Sent:** Tuesday, 28 April 2020 1:05 PM

**To:** Wallace, David (DHS)

**Subject:** Highgate Park - form

Hi David

I know I've asked you this before, but is there a simple way to find out where this form is going and who has the names of those registered?

## Stephanie Edwards

Online Content Advisor

Digital Communications – Communications and Engagement

Department of Human Services, Riverside Building

Tel: 08-8207 0127 or [DHSdigital@sa.gov.au](mailto:DHSdigital@sa.gov.au)

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---

**From:** Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)>

**Sent:** Tuesday, 28 April 2020 1:02 PM

**To:** DHS:Digital Communications <[DHSDigitalCommunications@sa.gov.au](mailto:DHSDigitalCommunications@sa.gov.au)>

**Subject:** RE: Update of Highgate Park internet page on DHS Website

Thanks Stephanie,

How do I get a copy of the registered parties?

Cheers,

Julie

---

**From:** Edwards, Stephanie (DHS) <[Stephanie.Edwards@sa.gov.au](mailto:Stephanie.Edwards@sa.gov.au)> **On Behalf Of** DHS:Digital Communications

**Sent:** Monday, April 27, 2020 6:30 PM

**To:** Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)>

**Subject:** RE: Update of Highgate Park internet page on DHS Website

Thank you for your email. This task is complete.

**Stephanie Edwards**  
Online Content Advisor  
Digital Communications – Communications and Engagement  
Department of Human Services, Riverside Building  
Tel: 08-8207 0127 or [DHSdigital@sa.gov.au](mailto:DHSdigital@sa.gov.au)

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**From:** Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)>  
**Sent:** Monday, 27 April 2020 3:48 PM  
**To:** DHS:Digital Communications <[DHSDigitalCommunications@sa.gov.au](mailto:DHSDigitalCommunications@sa.gov.au)>  
**Subject:** Update of Highgate Park internet page on DHS Website

Hi,

Can you please update the Highgate Park text on our website as approved by the Director below?

<https://dhs.sa.gov.au/services/disability/highgate-park>

If you could, can you also send me a current list of people who have registered on the page?

One more email to come for changes to the Disability contacts page.

Thanks,

Julie

**Julie Oliver**  
Accommodation Services  
Department of Human Services  
T: (08) 8272 1988 (ext 290) |M: **Clause 6(1)** |E:[julie.oliver@sa.gov.au](mailto:julie.oliver@sa.gov.au)

[www.dhs.sa.gov.au](http://www.dhs.sa.gov.au)

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---

**From:** Kirkby, Muriel (DHS) <[Muriel.Kirkby@sa.gov.au](mailto:Muriel.Kirkby@sa.gov.au)>  
**Sent:** Monday, April 27, 2020 3:42 PM  
**To:** Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)>  
**Subject:** Re: New website text for approval

Maybe say appointed not hired other than that it all looks good.

Many thanks

Muriel

Muriel Kirkby  
Director, Accommodation Services  
Department of Human Services  
T:83721412 M:**Clause 6(1)**  
[muriel.kirkby@sa.gov.au](mailto:muriel.kirkby@sa.gov.au)

On 27 Apr 2020, at 2:12 pm, Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)> wrote:

Hi Muriel,

Can you please approve this placeholder text for the DHS website –to be updated again when the yoursay page is live.

Cheers,

Julie

## NEW TEXT

The State Government has reaffirmed its commitment to moving people with disability out of institutions and into community accommodation with its decision to not provide services from Highgate Park in the future.

There are more options than ever before for people with disability to live independently in the community and over the last few years we have moved all Highgate Park residents into community accommodation with great success.

The Department of Human Services has appointed an independent organisation called Think Human to consult with people with disability and other community stakeholders, for the future for the Highgate Park site and the Home for Incurables Trust, which owns the site.

Any decision on the future of the site once Highgate Park will be made in consultation with the community, and meet the trust's objectives to benefit people with disability.

If you would like to be informed or involved in consultation process, you can register your interest using the form on this page.

The consultation process has been on hold due to the COVID-19 pandemic, but will restart soon using methods that enable the project to progress whilst maintaining social distancing.

## CURRENT TEXT

The State Government has reaffirmed its commitment to moving people with disability out of institutions and into community accommodation with its decision to not provide services from Highgate Park in the future.

There are more options than ever before for people with disability to live independently in the community and over the last few years we have been moving Highgate Park residents into community accommodation with great success.

There are currently 11 residents at Highgate Park, and once they have relocated into alternative community accommodation, Highgate Park will be closed.

The Department of Human Services will be preparing a business case, together with people with disability and other community stakeholders, for the future for the Highgate Park site that will be in the best interests of the Home for Incurables Trust, which owns the site.

Any decision on the future of the site once Highgate Park has closed will be made in consultation with the community, and meet the trust's objectives to benefit people with disability.

If you would like to be informed or involved in the development of the business case, you can register your interest using the form on this page.

**Julie Oliver**

Manager, Hotel and Ancillary Services

Accommodation Services

Department of Human Services

T: (08) 8272 1988 (ext 290) | M: **Clause 6(1)** | E: [julie.oliver@sa.gov.au](mailto:julie.oliver@sa.gov.au)

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**From:** [Palmer, Gemma \(DHS\)](#)  
**To:** [Lawlor, Helen \(DHS\)](#)  
**Subject:** RE: Agenda for Highgate Meeting at 3:30  
**Date:** Wednesday, 22 July 2020 9:26:10 AM  
**Attachments:** [July 22 engagement update.pdf](#)  
[July 22 Meeting Agenda and Minutes.doc](#)  
[image001.png](#)

These two documents please – the email from yesterday said no papers then we received these this morning

Thank you

---

**From:** Lawlor, Helen (DHS) <[Helen.Lawlor@sa.gov.au](mailto:Helen.Lawlor@sa.gov.au)>  
**Sent:** Wednesday, 22 July 2020 9:18 AM  
**To:** Palmer, Gemma (DHS) <[Gemma.Palmer2@sa.gov.au](mailto:Gemma.Palmer2@sa.gov.au)>  
**Subject:** RE: Agenda for Highgate Meeting at 3:30  
 No worries – the one that says (no papers) in the subject line lol

---

**From:** Palmer, Gemma (DHS) <[Gemma.Palmer2@sa.gov.au](mailto:Gemma.Palmer2@sa.gov.au)>  
**Sent:** Wednesday, 22 July 2020 9:09 AM  
**To:** Lawlor, Helen (DHS) <[Helen.Lawlor@sa.gov.au](mailto:Helen.Lawlor@sa.gov.au)>  
**Subject:** FW: Agenda for Highgate Meeting at 3:30  
**Importance:** High

Hi Helen,

Please can you add the attached into Joe's calendar

Thank you

Gemma

***Gemma Palmer***

**Executive Assistant to Muriel Kirkby, Director Accommodation Services  
 Accommodation Services**

Department of Human Services

Level 7, 108 North Terrace

T: (08) 8207 2200 / M: **Clause 6(1)** | E: [gemma.palmer2@sa.gov.au](mailto:gemma.palmer2@sa.gov.au)

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**From:** Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)>  
**Sent:** Wednesday, 22 July 2020 9:06 AM  
**To:** Hofman, Laura (DHS) <[Laura.Hofman@sa.gov.au](mailto:Laura.Hofman@sa.gov.au)>; Willason, Andrew (DHS) <[Andrew.Willason@sa.gov.au](mailto:Andrew.Willason@sa.gov.au)>; McKell, Suzanne (DHS) <[Suzanne.McKell@sa.gov.au](mailto:Suzanne.McKell@sa.gov.au)>; 'Melanie Lambert' <[melanie@thinkhuman.com.au](mailto:melanie@thinkhuman.com.au)>; Kirkby, Muriel (DHS) <[Muriel.Kirkby@sa.gov.au](mailto:Muriel.Kirkby@sa.gov.au)>; Young, Joe (DHS) <[Joe.Young@sa.gov.au](mailto:Joe.Young@sa.gov.au)>  
**Cc:** Palmer, Gemma (DHS) <[Gemma.Palmer2@sa.gov.au](mailto:Gemma.Palmer2@sa.gov.au)>; Kranz, Peta (DHS) <[peta.kranz@sa.gov.au](mailto:peta.kranz@sa.gov.au)>  
**Subject:** Agenda for Highgate Meeting at 3:30

Hi All

Agenda for our meeting this afternoon

Thanks

Julie

**Julie Oliver**

**Project Manager**

**Accommodation Services**

**Department of Human Services**

**M: Clause 6(1) | E:julie.oliver@sa.gov.au**

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## HFI Trust Beneficiary Consultation: Project update 21st July 2020

### Engagement overview

#### Summary

# Clause 16(1)(a)(i), Clause 16(1)(a)(ii)

### Outreach activities undertaken:

- Letter box drop carried out from Fisher St (North), Fullarton Road (West), Cross Road (South) and Duthy Street (West)
- Facebook promotional reach: 1,758 people Friday 17th - Monday 20th July. Majority are women and over 55 years old

#### Audience

...

This ad reached **1,758** people in your audience.

People Placements Locations

80.4% Women 19.6% Men



- CALD outreach via MCCSA networks, MCYSA, Disability Rights Advocacy Service, Australian Migrant Resource Centre
- Aboriginal outreach via InComPro: meeting with Steven Newchurch and contact made with two key staff for future interview

Ongoing recruitment and outreach underway via:

- direct recruitment via Disability sector, including CALD and Aboriginal specific agencies
- Family Forums
- DHS staff
- Unley Council
- Facebook
- word of mouth

## Feedback summary

Please note that numbers for some of these respondent groups are still small so may not be representative of wider views. New themes and comments in the last week are summarised in **orange**.

**Clause 16(1)(a)(i), Clause 16(1)(a)(ii), Clause 13(1)(a), Clause 13(1)(b)**



Clause 16(1)(a)(i), Clause 16(1)(a)(ii), Clause 13(1)(a), Clause 13(1)(b)





<b>Meeting:</b>	Highgate Project Team weekly meeting
<b>When:</b>	Wednesday 22 July 3:30pm
<b>Where:</b>	online
<b>Attending:</b>	Joe Young, Muriel Kirkby, Suzanne McKell, Melanie Lambert, Laura Hofman, Julie Oliver, Andrew Willason

#### Items for discussion

No.	Discussion item	Action (who)	
1.	Welcome and apologies		
2.	Action from last meeting: Nil		
3.	Update from Think Human Opportunities to connect with staff and clients	Mel	Summary report provided
4.	Update from C&E team	Laura	
5.	History Trust advice re artwork and objects	Julie	
6.	Future management of the Gardner	Julie	
7.	Any Other Buisiness	All	

#### Action List/Minutes

Discussion item	Actions required (what and by who and when)	Time (date)

**From:** [Stuart EO Kapunda](#)  
**To:** [DHS:Minister for Human Services](#)  
**Subject:** FW: Highgate Park - consultation  
**Date:** Thursday, 20 August 2020 11:59:33 AM

---

Dear Minister

The Member for Stuart, the Hon Dan van Holst Pellekaan MP, has received the below email from **Clause 6(1)** about the Highgate Park consultation.

**Clause 6(1)**

**Clause 6(1)**. Therefore, the Member thought it was worth passing on **Clause 6(1)** comments for your information.

Kind regards,

**Stacey Davidson**

Assistant to

**Hon Dan van Holst Pellekaan MP**

Member for Stuart

Stuart Electorate Office |

PO Box 345, 44 Main Street, KAPUNDA SA 5373

Ph 8566 2099 | Fax 8566 2077 | [www.danvhp.com.au](http://www.danvhp.com.au)

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# Clause 6(1)



# Clause 6(1)

# Clause 6(1)

**From:** [Young, Joe \(DHS\)](#)  
**To:** [Oliver, Julie \(DHS\)](#)  
**Subject:** Re: Think Human Report Feedback  
**Date:** Monday, 2 November 2020 8:15:50 AM

---

Thanks Julie, keen to finalise the cab sub to get to Lois this week if we can. I haven't read the report in detail yet. Will do that soon.

On 2 Nov 2020, at 8:06 am, Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)> wrote:

Hi Joe and Muriel,

I have **Clause 6(1)** and can't attend the HFI Meeting – is there anything you need to talk through with Mel about the report?

**Clause 9(1)**

Secondly – DHS needs a copy of the participant contact details for future contact about the outcomes of the process or invitations to other engagement processes.

I'll send through revised cab sub and legal advice memo ASAP - advice from Renewal SA should come this week – I spoke to them on Friday and they're expecting their information from Savills any day now.

Thanks

Julie

**Julie Oliver**

Project Manager

Accommodation Services

Department of Human Services

M: **Clause 6(1)** | E: [julie.oliver@sa.gov.au](mailto:julie.oliver@sa.gov.au)

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**From:** [Palmer, Gemma \(DHS\)](#)  
**To:** [Lawlor, Helen \(DHS\)](#)  
**Cc:** [Oliver, Julie \(DHS\)](#)  
**Subject:** FW: DHS Request for Legal Services HFI Trust  
**Date:** Wednesday, 2 December 2020 1:31:30 PM  
**Attachments:** [HFI Trust Beneficiary Consultation Report OCT2020.pdf](#)  
[DHS Request for Legal Services HFI Trust.docx](#)  
[image001.png](#)  
[HFI Cabinet submission.docx](#)

---

Hi Helen,  
 Has Joe approved this yet?  
 Thank you  
 Kind regards  
 Gemma

**Gemma Palmer**

Executive Assistant to

**Muriel Kirkby, Director Accommodation Services**

Department of Human Services

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**From:** Palmer, Gemma (DHS)

**Sent:** Friday, 13 November 2020 11:38 AM

**To:** Lawlor, Helen (DHS) <[Helen.Lawlor@sa.gov.au](mailto:Helen.Lawlor@sa.gov.au)>

**Subject:** FW: DHS Request for Legal Services HFI Trust

Hi Helen,

Please see attached signed by Muriel and for Joe's approval.

Kind regards

Gemma

**Gemma Palmer**

Executive Assistant to

**Muriel Kirkby, Director Accommodation Services**

Department of Human Services

T: 08 8207 2200 / **Clause 6(1)** E: [gemma.palmer2@sa.gov.au](mailto:gemma.palmer2@sa.gov.au)

[www.dhs.sa.gov.au](http://www.dhs.sa.gov.au)



**From:** Kirkby, Muriel (DHS) <[Muriel.Kirkby@sa.gov.au](mailto:Muriel.Kirkby@sa.gov.au)>

**Sent:** Friday, 13 November 2020 6:14 AM

**To:** Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)>

**Cc:** Palmer, Gemma (DHS) <[Gemma.Palmer2@sa.gov.au](mailto:Gemma.Palmer2@sa.gov.au)>

**Subject:** Re: DHS Request for Legal Services HFI Trust

Gemma can you please add my signature thanks. Great job Julie.

Muriel

Sent from my iPhone

On 12 Nov 2020, at 6:16 pm, Oliver, Julie (DHS) <[Julie.Oliver@sa.gov.au](mailto:Julie.Oliver@sa.gov.au)> wrote:

Hi Muriel,

Can you please sign/e-sign and progress approval?

I've changed this slightly because Renewal SA requested **Clause 10(1)**

– we'll still try to meet in person but get this going in tandem after Clare wasn't available today.

Thanks

Julie

---

**From:** Oliver, Julie (DHS)

**Sent:** Wednesday, October 14, 2020 9:53 AM

**To:** Young, Joe (DHS) <[Joe.Young@sa.gov.au](mailto:Joe.Young@sa.gov.au)>; Kirkby, Muriel (DHS)

<[Muriel.Kirkby@sa.gov.au](mailto:Muriel.Kirkby@sa.gov.au)>

**Subject:** DHS Request for Legal Services HFI Trust

Hi Joe and Muriel,

Draft request for legal advice attached for your input

Thanks,

Julie

**Julie Oliver**

Project Manager

Accommodation Services

Department of Human Services

M: **Clause 6(1)** | E: [julie.oliver@sa.gov.au](mailto:julie.oliver@sa.gov.au)

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