

Minister for Human Services

Level 12 South 1 King William Street Adelaide SA 5000 GPO Box 2832 Adelaide SA 5001 DX 115 Tel 08 8463 6560 Fax 08 8463 4480

Our ref: 18MCOR/0065 Your ref: 7127505

Ms Nat Cook Member for Hurtle Vale PO Box 158 WOODCROFT SA 5162

Sent by email: Tristan.rust@parliament.sa.gov.au

Dear Ms Cook

#### Freedom of information application

I refer to your application under the *Freedom of Information Act 1991* (the Act), received by the Office of the Minister for Human Services on 12 October 2018 seeking access to:

Copies of any and all documents (including but not limited to physical and electronic material) regarding DHS or Ministerial Paper 18TDHS/019.

Unfortunately, a determination was unable to made within the 30 days, therefore it is considered to be a 'deemed refusal' under section 19(2)(b) of the Act. However, our office has continued to process your application outside of this timeframe. Section 19(2)(a) of the Act provides that an agency can release documents outside of the thirty-day timeframe, and this is still taken to be a determination under the Act.

Four documents have been identified as falling within the scope of your application and I have determined to release four documents in part.

Documents 1-4 contain matter consisting of information concerning the financial affairs of the agency and the disclosure of which could reasonably be expected to have an adverse effect on those affairs to the agency and would, on balance, be contrary to the public interest. I have therefore determined it to be exempt pursuant to clause 7(1)(c) of Schedule 1 of the Act.

Clause 7(1)(c) states that a document is an exempt document if it contains matter –

(i) Consisting of information (other than trade secrets or information referred to in paragraph (b)) concerning the business, professional, commercial or financial affairs of any agency or any other person; and

- (ii) The disclosure of which -
  - Could reasonably be expected to have an adverse effect on those affairs or to prejudice the future supply of such information to the Government or to an agency; and
  - b. Would, on balance, be contrary to the public interest.

Please find enclosed a copy of the documents, and a document schedule containing a brief description of the documents.

If you are dissatisfied with my determination, you can seek an internal review by writing to the Minister for Human Services as the Principal Officer of the agency. Your request should be sent within 30 days of your receipt of this letter.

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/will be published on the agency's disclosure log. A copy of PC045 can be found at <a href="http://dpc.sa.gov.au/what-we-do/services-for-government/premier-and-cabinet-circulars">http://dpc.sa.gov.au/what-we-do/services-for-government/premier-and-cabinet-circulars</a>.

If you have any questions in relation to this matter, please contact Amanda Hockings, Office Manager, on telephone 8463 3388 or by email at <a href="mailto:amanda.hockings2@sa.gov.au">amanda.hockings2@sa.gov.au</a>. If you are dissatisfied with the outcome of your FOI application, you have the right to complain to the Ombudsman SA. Please contact the Ombudsman directly on (08) 8226 8699.

Yours sincerely

**Amanda Hockings** 

ACCREDITED FOI OFFICER

8 15 12019

#### SCHEDULE OF DOCUMENTS - MCOR/0065

Freedom of information application from the Ms Nat Cook seeking access to Copies of any and all documents (including but not limited to physical and electronic material) Copies of any and all documents (including but not limited to physical and electronic material) regarding DHS Sector Support and Advocacy - Execution of Service Agreements (SACOSS, Volunteering & YACSA).

No	Author	Addressee	Date	Description of document	Determination	Reason
1.	Department of Human Services	Minister for Human Services	18/05/2018	Briefing – 18TDHS/219	Released in Part	Exempt – Clause 7(1)(c) – Business Affairs
2.				Agreement – SACOSS	Released in Part	Exempt – Clause 7(1)(c) – Business Affairs
3.				Agreement – Youth Affairs Council of South Australia	Released in Part	Exempt – Clause 7(1)(c) – Business Affairs
4.				Agreement – Volunteering SA & NT Inc	Released in Part	Exempt – Clause 7(1)(c) – Business Affairs

Reference Number: 18TDHS/291



TO MINISTER FOR HUMAN SERVICES

RE: DCSI178-V02 SECTOR SUPPORT AND ADVOCACY – EXECUTION OF SERVICE AGREEMENTS

Decision/action required by: 01/06/2018 Reason: Continuation of Service

Recommendation	Response
That you sign and date all 3 copies of the attached Service Agreement between the Minister and the South Australian Council of Social Services.	Approved / Not Approved / Noted
This Service Agreement is for a base period of 3 years with a 3-year extension option. The total cost of this Service Agreement for the maximum 6-year period is Clause 7(1)(c) plus ERO and indexation if applicable.	
2. That you sign and date all 3 copies of the attached Service Agreement between the Minister and the Youth Affairs Council of South Australia.	Approved / Not Approved / Noted
This Service Agreement is for a base period of 3 years with a 3-year extension option. The total cost of this Service Agreement for the maximum 6-year period is Clause 7(1)(c) plus ERO and indexation if applicable.	
3. That you sign and date all 3 copies of the attached Service Agreement between the Minister and Volunteering of SA & NT.	Approved / Not Approved / Noted
This Service Agreement is for a base period of 3 years with a 3-year extension option. The total cost of the Service Agreement for the maximum 6-year period is Clause 7(1)(c) plus ERO and indexation if applicable.	
4. That all copies of the signed Service Agreements be returned to the Contact Officer for processing.	Approved / Not Approved / Noted
Comments:	
	Rejuelee Leusina
	***************************************
	Hon Michelle Lensink MLC
***************************************	£ 1 ≤ 1 2018

#### **KEY POINTS**

- The attached Sector Support and Advocacy ('SS&A') Service Agreements between the Minister for Human Services ('Minister') and the following Service Providers exceed the Department for Human Services' ('DHS') delegations and require execution by the Minister:
  - South Australian Council of Social Services (valued at Clause 7(1)(c) plus ERO and indexation if applicable),
  - Youth Affairs Council of South Australia (valued at Clause 7(1)(c) plus ERO and indexation if applicable), and
  - Volunteering SA & NT (valued at Clause 7(1)(c) plus ERO and indexation if applicable).
- Pursuant to Part B Item 1.2 of the DHS Financial Authorisations, Service Agreements that exceed the value of \$1.5 million (GST inclusive) require execution by the Minister.

#### DISCUSSION

The SS&A program administered by DHS on behalf of the Minister aims to strengthen the community services sector and give the sector a voice by funding non-government not-for-profit organisations that represent their relevant sector.

On 1 June 2015, the Chief Executive, DHS approved the recommendation to enter into new Service Agreements with the nine Peak bodies listed below in Table 1 under the SS&A funding program. The Acquisition Plan for the SS&A funding program was approved at a total cost of \$13,666,761 (GST exclusive) over a maximum term of 9-years via direct allocation.

On 31 October 2017, the SPGC approved the first extension option to extend all SS&A Agreements for a period of three years, from 1 July 2018 to 30 June 2021. The final 3-year extension option is available to be exercised thereafter.

A breakdown of the funding for the remaining maximum 6-year period (from 1 July 2018 to 31 June 2024) is as follows:

Table 1. Breakdown of SS&A Funding from 1 July 2018 to 30 June 2024

		Funding from	Total value of 3-	Total Value of
	Funding from	1 July 2019 –	year extension	contract
	1 July 2018 –	30 June 2021	from	including
Camilaa Duavidau	30 June 2019	(exclusive of	1 July 2021 –	available 3 year
Service Provider	(exclusive of	GST Indexation	30 June 2024	extension option
	GST Indexation	and ERO)	(exclusive of	(exclusive of GST
	and ERO)	•	GST Indexation	Indexation and
			and ERO)	ERO)
Cla	US	e 7	(1)	(C)

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# Clause 7(1)(c)

Community Services Division has recently negotiated new Service Agreements with the SS&A funded organisations to provide the funding for the base term of 3-years, with one 3-year extension option remaining.

Pursuant to the DHS Financial Authorisations, six of the nine SS&A Service Agreements with a value less than \$1.5 million (GST inclusive) have been executed by the authorised delegate. However, three of the SS&A Service Agreements (with the South Australian Council of Social Service, Volunteering SA & NT and the Youth Affairs Council of South Australia) exceed the contract delegation of the DHS and require execution by the Minister.

The attached Service Agreements have now been signed by the respective organisations and require your signature.

#### BUDGET

Are there financial implications

Yes

The maximum 6-year term for the South Australian Council of Social Service SS&A Service Agreement is anticipated to cost a total of Clause 7(1)(c)indexation if applicable.

The maximum 6-year term for the Youth Affairs Council of South Australia SS&A Service plus ERO and Agreement is anticipated to cost a total of Clause 7(1)(c) indexation if applicable.

The maximum 6-year term for the Volunteering SA & NT SS&A Service Agreement is blus ERO and indexation if anticipated to cost a total of Clause 7(1)(c) applicable.

Is there a budget impact

No

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Is there an FTE impact

Chief Financial Officer noted

No

No

MEDIA/SENSITIVE:

Division Community Services

Director, Engagement and

Grants

Justine Kennedy

20.1.4.1.19.

**Executive Director, Community Services** 

Sue Wallace

**Chief Executive** 

Tony Harrison

#### **ATTACHMENTS**

- Service Agreement South Australian Council of Social Service (3 copies)
- Service Agreement Youth Affairs Council of South Australia (3 copies) Service Agreement Volunteering SA & NT (3 copies)

Contact Officer:

Megan Geytenbeek, A/Procurement and Grants Officer, Procurement and Grants Unit

8124 4043, megan.geytenbeek@sa.gov.au

DATED

DAY OF

2018

Service Agreement between

Minister for Human Services

and

South Australian Council of Social Service Inc

ABN: 93 197 662 296

Service: Sector Support and Advocacy

FGMS Project ID: PCD009-02

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# **Preliminary Information**

Service Agreement dated the

Between:

**Minister for Human Services** a body corporate pursuant to the Administrative Arrangements Act 1994, and whose office is situated at Level 12, 1 King William Street Adelaide 5000 in the State of South Australia (herein called the "**Minister**").

and

South Australian Council of Social Service Inc (A.B.N.93 197 662 296) an incorporated association pursuant to the Associations Incorporation Act 1985 having its principal office at Marjorie Black House 47 King William Rd Unley 5061 in the State of South Australia (herein called the "Service Provider").

Postal address:

Marjorie Black House 47 King William Rd Unley SA 5061

The Parties agree as follows:

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

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

# Statement of Intent

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

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

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

# Other Insurance Requirements

#### 2.1 Professional Indemnity Insurance

In reference to Clause 17 of the Master Agreement, the Service Provider is responsible for assessing the need to maintain appropriate Professional Indemnity Insurance in relation to the Services provided under this Service Agreement.

# Special Conditions

#### 3.1 Criminal History and Police Checks

- 3.1.1 "Police Check" means a National Criminal History Record and Background Screening Check undertaken exclusively by the Screening Unit of the Department for Human Services which will include a screening assessment on CrimTrac's National Criminal History Checking programme, the Justice Information System (JIS) and the Connected Client and Case Management System (C3MS) noting that screening assessments conducted on JIS and C3MS are exclusive services provided by the Screening Unit and cannot be provided by other South Australian screening agencies.
- 3.1.2 The Service Provider will ensure that all of the Service Provider's Staff have undergone Police Checks in accordance with clause 3.1.3 and where otherwise deemed appropriate by the Minister from time to time.
- 3.1.3 Subject to clause 3.1.4, and as a minimum, the Service Provider will ensure that Police Checks are undertaken for any of the Service Provider's Staff, including any new staff:
  - 3.1.3.1 who are to provide Services directly to Clients, or have regular contact with Clients, or work in close proximity to Clients on a regular basis, or

- 3.1.3.2 who supervise or manage Service Provider's Staff in positions requiring or involving regular contact with Clients or working in close proximity to Clients on a regular basis; or
- 3.1.3.3 have access to records relating to Clients

and such Police Checks must be undertaken by the Service Provider every three years for each of the Service Provider's Staff.

- 3.1.4 Subject to clause 3.1.6, if the Service Provider has a Police Check policy ("Policy") in place with requirements that exceed the minimum standard described in clause 3.1.3, then the provisions of the Policy will take precedence over the minimum standard described in clause 3.1.3, and the Service Provider will ensure that it complies with the requirements of its Policy at all times.
- 3.1.5 Nothing in this clause 3.1 will limit or be construed as limiting the Service Provider's obligation to comply with the requirements (if any) in respect of police checks as set out in any applicable legislation (including any regulations).
- 3.1.6 The Minister may under this Agreement require the Service Provider to undertake Police Checks for:
  - 3.1.6.1 an alternate period relating to all the Service Provider's Staff; or
  - 3.1.6.2 such persons or class of persons within the Service Provider's Staff, as determined by the Minister from time to time.

#### 3.2 Unexpended Allocated Funds

- 3.2.1 In addition to the obligations set out in clauses 7.6 and 9.1 of the Master Agreement the Service Provider must promptly provide to the Minister, as and when requested by the Minister, a report setting out the level of the Unexpended Allocated Funds.
- 3.2.2 The Minister may require any such Unexpended Allocated Funds to be recovered by:
  - 3.2.2.1 reducing one or more of any scheduled payments to be made to the Service Provider pursuant to this Service Agreement; or
  - 3.2.2.2 requiring the Service Provider to repay such Unexpended Allocated Funds as requested by the Minister within thirty (30) Business Days of a written request to that effect by the Minister.

#### 3.3 Contract Disclosure

In addition to clause 15.9 of the Master Agreement, the Service Provider agrees to disclosure of this Agreement in accordance with the Department's Contract Disclosure policy as amended from time to time (a copy of which can be found at www.dcsi.sa.gov.au).

#### 3.4 Termination of this Service Agreement

- 3.4.1 Subject to clause 3.4.2, in addition to any other provision in the Master Agreement or this Service Agreement the Minister may terminate this Service Agreement or any of the Services provided under this Service Agreement immediately, or on a later nominated date, by written notice to the Service Provider if:
  - 3.4.1.1 a Client the subject of the Services under this Service Agreement, or
  - 3.4.1.2 a client the subject of any other services being provided by the Service Provider pursuant to any other service agreement entered into by the Service Provider under the Master Agreement
  - 3.4.1.3 is put at risk of injury, abuse or neglect by the Service Provider or the Service Provider's Staff.
- 3.4.2 Prior to terminating the Service Agreement or Services pursuant to clause 3.4.1, the Minister will provide the Service Provider with an opportunity to investigate any allegations that a client has been put at risk of injury, abuse or neglect and provide a written report and any submissions to the Minister within a reasonable timeframe as determined by Minister. If after considering the report and the submissions the Minister is still of the opinion that the Service Agreement or any of the Services should be terminated then the Minister may do so immediately. The Parties agree that until such time as the report has been prepared and considered by the Minister, the Minister may suspend the Services the subject of the allegations.
- 3.4.3 If this Service Agreement or any of the Services provided under this Service Agreement are terminated or suspended pursuant to this clause 3.4 the Service Provider will have no claim against the Minister in respect of such termination or suspension.

# THE PARTIES EXECUTE THIS SERVICE AGREEMENT AS FOLLOWS:

SIGNED by the MINISTER FOR HUMAN SERVICES in the presence of:	) ) ) Hon Michelle Lensink MLC	
Witness (signature)		
Witness (print name)		
SIGNED for and on behalf of SOUTH SERVICE INC (ABN 93 197 662 296)  Signed:  (Having been duly authorised in that regard)  Name:	AUSTRALIAN COUNCIL OF	SOCIAL
In the presence of:		
Signed: Andow		
Name: JANE ZADOW		

# Service Schedule

# **Funding and Contact Details**

#### **Commencement Date**

1 July 2018

#### **Expiry Date**

30 June 2021, or at any other time as agreed to by the Parties.

#### **Extended Term (if exercised)**

The Minister may extend the Term for a further period of three years by giving written notice to the Service Provider a minimum of six months prior to the Expiry Date.

#### Name of Service

Sector Support and Advocacy

#### **Address for Notices**

Minister's address for notices:

Attention: Executive Director Community Services GPO Box 292 Adelaide SA 5001

Service Provider's address for notices:

Attention: Ross Womersley

Marjorie Black House 47 King William Rd Unley SA 5061

#### Allocated Funds

2018-19 \$422,986 (GST exclusive) plus indexation and ERO if applicable 2019-20 \$422,986 (GST exclusive) plus indexation and ERO if applicable 2020-21 \$422,986 (GST exclusive) plus indexation and ERO if applicable

A copy of the Service Provider's budget for this Service is attached as Annexure 1.

#### Time and Manner of Payment of Allocated Funds

Quarterly in advance.

#### **DHS Liaison Officer**

The DHS Liaison Officer will be the contact person for the Service for everyday service administration.

Name:

Susan Lewis

Title:

Senior Project Officer

Contact Number:

8415 4160

Email address:

susan.lewis@sa.gov.au

#### Service Provider's Contract Manager

Ross Womersley

#### Service Provider's Contact Person for the Service

The Service Provider's Contact Person for the Service will be the contact person for everyday service administration.

Name:

Ross Womersley

Title:

Chief Executive Officer

Contact Number:

8305 4223

Email address:

ross@sacoss.org.au

# Statement of Principles

It is critical that the Department for Human Services (DHS) and non-government community sector organisations are able to work closely together on policy development, service planning, service development and service delivery.

The Sector Support & Advocacy funding is therefore based on a partnership model representing a collaborative relationship between DHS and the community sector, recognising that peak bodies have a range of functions which contribute to enhancing the infrastructure and quality of service delivery within the community sector.

This Service Agreement reflects policies and agreements jointly developed by DHS and the community sector, and endorsed by the Human Services Partnership Forum, to provide an effective means for DHS and the community sector to work together in the interests of the South Australian community. The funded activities of the Service Provider will support the objectives of improving well-being and expanding opportunity for South Australians.

Parties to this Service Agreement recognise that community sector agencies are independent bodies that pursue their own goals, but work closely with government, non-government, local government and local communities. The Parties recognise the importance of taking a long-term view, as well as responding to immediate and urgent need, and recognise that social, environmental and financial outcomes are all equally important.

For peak community sector organisations in particular, this may involve advocating for changes to government policies and priorities, including an emphasis on maintaining diversity and sustainability within the community sector. In this sense, there is a healthy tension inherent in the relationship between government and the community sector.

The South Australian Government acknowledges that peak community sector organisations would exist without government funding, in order to meet the needs of their members and

stakeholders. The Government further recognises the autonomy of community sector peak organisations, in line with the principles of independence outlined above.

The Sector Support & Advocacy program therefore serves as the Government's way of recognising the value and relevance of peak bodies in and of themselves, irrespective of their advocacy role and interactions with government agencies.

#### Sector Support and Advocacy Program Outcomes Measurement

Both Parties agree to undertake a review of the existing outcomes and measures within the first six months of the Term, with the aim to come to agreement on the specific outcomes, measures, key performance indicators, and data collection required, in order to evidence the outcomes achieved with the funding.

#### **Sector Support and Advocacy Funding Guidelines**

■ The Department will, in partnership with the organisations funded under the Sector Support and Advocacy program, develop Funding Guidelines for the program, within the first six months of the Term, and the Service Provider shall actively participate in the development of such Guidelines.

# Department for Premier and Cabinet Circular 044 - South Australian Funding Policy for the Not-For Profit Sector

- A new Standard Not For Profit Sector Grant Agreement is currently being negotiated across the Not for Profit and government sectors.
- Both parties agree that, when at such time as the Standard Not For Profit Sector Grant Agreement is operational, then with agreement of both parties, the activities funded under this Agreement should be funded instead under a new agreement using the Standard NFP Grant Agreement. Upon the execution of that Standard Not For Profit Sector Grant Agreement, this Agreement will terminate.
- Both Parties agree to undertake the necessary transition arrangements between the Agreements in a timely manner.

#### Services

#### Services:

The Sector Support and Advocacy program is intended to support organisations whose members provide services in the following areas of work in South Australia: community centres, families, low income support, multicultural communities, volunteering, youth and broader interests of the health and community services sector.

The Sector Support and Advocacy program supports funded organisations to:

- Act as a representative voice for their members and the broader community sector, including through advocacy and representation to government and other decision makers;
- Encourage, where possible, a focus on innovative sector development activities that continue to support a diverse sector and strengthen the capacity of both small and large community sector organisations to deliver high quality services; and

 Support their sector through a range of activities including conducting research, policy development, information dissemination, practical advice, and facilitating access to infrastructure, sharing relevant research findings, training and skills development, facilitating connections between member organisations, and mentoring.

#### Service Specific Description:

SA Council of Social Services (SACOSS) is the peak body for the non-governmental health and community services sector in South Australia. As such, SACOSS undertakes the peak body roles at the highest level and will focus on issues that affect vulnerable and disadvantaged people across the state, or which impact on all health and community services sector organisations.

# Geographical Coverage

The Service Provider will deliver the services across South Australia.

# Performance Measures and Data

The Service Provider will be required to achieve the following outcomes:

Outcomes	How much did we do?	How well did we do it?	Is anyone better off?
Members are confident the funded organisation hears and understands their views and issues and can accurately represent them to government, the sector and the community as required.	Number of members.		Number and percentage of members reporting that they are better able to do their work as a result of the funded organisation's work.
Members have access to comprehensive and up-to-date information relevant to the sector, including government policies and programs.	Number of members participating in funded organisation's consultation and advocacy activities	Number and percentage of members satisfied with information received from the funded organisation.	Number and percentage of members who are using information provided through funded organisation's communication mechanisms to inform or improve their practice.
Increased capacity of members the funded organisation represents to respond to the needs of their target group, leading to better outcomes for	Number of capacity bullding initiatives provided to members.	Number and percentage of members reporting satisfaction with the consultations and advocacy activities the funded organisation undertakes.	Number and percentage of members/participants reporting increased skills or knowledge through participation in funded organisation's activities.
their clients.	Number and percentage of participants in consultations and advocacy activities or capacity building activities (members or non-members)	Number and percentage of participants reporting satisfaction with the consultations and advocacy activities or capacity building activities	
Other	Continuous Accreditation in Australian Service Excellence Standards (ASES) or other approved whole-of-organisation quality improvement program.		

# Reporting

#### Service Monitoring and Evaluation

The Service Provider will participate in a formal service monitoring process that will occur at a minimum once a year, prior to the 30 June of each financial year and three months prior to the expiry date of the service agreement.

This formal service monitoring will occur in addition to regular meetings between the Service Provider and Department for Human Services staff, to discuss any issues of relevance to the Service Provider and the Department.

#### Financial Accountability and Reporting Measures

The Service Provider will provide quarterly reports to the Minister detailing receipt and expenditure of the Allocated Funds, including such information, and in such form as is reasonably required by the Minister.

An annual expenditure report must be completed in each year of the term of this Service Agreement and must be certified by at least two senior officers of the Service Provider, affirming that the expenditure was in accordance with the provisions of the Master Agreement and this Agreement.

The Service Provider will provide to the Minister by 30 November each year an audited financial statement for the previous financial year ending 30 June, which may be incorporated in the Service Provider's annual report.

The Service Provider will provide such other financial information in relation to the provision and administration of the Services as is reasonably required by the Minister and must make the financial records relating to the provision of the Services available for inspection by the Minister within ten (10) Business Days of a written request to that effect by the Minister.

The Service Provider will ensure that all financial statements prepared in respect of the Allocated Funds are prepared in accordance with Australian Accounting Standards and are signed by an appropriate senior officer of the Service Provider.

Where the Allocated Funds are in excess of One Million Dollars (\$1,000,000.00) (GST exclusive) over the term of the Service Agreement or where the total Allocated Funds the Service Provider receives from the Department on behalf of the Minister or any other Minister to whom the Department is responsible pursuant to any Service Agreement or otherwise are in excess of One Million Dollars (\$1,000,000.00) (GST exclusive) in any one financial year, the Service Provider must prepare its financial statements in the nature of a general purpose financial report.

# Clause 7(1)(c)

**DATED** 

DAY OF

2018

Service Agreement between

Minister for Human Services

and

# Youth Affairs Council of South Australia

ABN: 21 294 698 466

Service: Sector Support and Advocacy

FGMS Project ID: PCD011-02

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# **Preliminary Information**

Service Agreement dated the

Between:

**Minister for Human Services** a body corporate pursuant to the Administrative Arrangements Act, 1994, and whose office is situated at Level 12, 1 King William Street Adelaide 5000 in the State of South Australia (herein called the "**Minister**").

and:

Youth Affairs Council of South Australia (A.B.N.21 294 698 466) an incorporated association pursuant to the Associations Incorporation Act 1985 having its principal office at Tarntanyangga, Level 4, 182 Victoria Square Adelaide 5000 in the State of South Australia (herein called the "Service Provider").

Postal address:

Tarntanyangga Level 4, 182 Victoria Square Adelaide SA 5000

The Parties agree as follows:

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

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

# Statement of Intent

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

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

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

# Other Insurance Requirements

#### 2.1 Professional Indemnity Insurance

In reference to Clause 17 of the Master Agreement, the Service Provider is responsible for assessing the need to maintain appropriate Professional Indemnity Insurance in relation to the Services provided under this Service Agreement.

# **Special Conditions**

#### 3.1 Criminal History and Police Checks

- 3.1.1 "Police Check" means a National Criminal History Record and Background Screening Check undertaken exclusively by the Screening Unit of the Department for Human Services which will include a screening assessment on CrimTrac's National Criminal History Checking programme, the Justice Information System (JIS) and the Connected Client and Case Management System (C3MS) noting that screening assessments conducted on JIS and C3MS are exclusive services provided by the Screening Unit and cannot be provided by other South Australian screening agencies.
- 3.1.2 The Service Provider will ensure that all of the Service Provider's Staff have undergone Police Checks in accordance with clause 3.1.3 and where otherwise deemed appropriate by the Minister from time to time.
- 3.1.3 Subject to clause 3.1.4, and as a minimum, the Service Provider will ensure that Police Checks are undertaken for any of the Service Provider's Staff, including any new staff:
  - 3.1.3.1 who are to provide Services directly to Clients, or have regular contact with Clients, or work in close proximity to Clients on a regular basis, or

- 3.1.3.2 who supervise or manage Service Provider's Staff in positions requiring or involving regular contact with Clients or working in close proximity to Clients on a regular basis; or
- 3.1.3.3 have access to records relating to Clients

and such Police Checks must be undertaken by the Service Provider every three years for each of the Service Provider's Staff.

- 3.1.4 Subject to clause 3.1.6, if the Service Provider has a Police Check policy ("Policy") in place with requirements that exceed the minimum standard described in clause 3.1.3, then the provisions of the Policy will take precedence over the minimum standard described in clause 3.1.3, and the Service Provider will ensure that it complies with the requirements of its Policy at all times.
- 3.1.5 Nothing in this clause 3.1 will limit or be construed as limiting the Service Provider's obligation to comply with the requirements (if any) in respect of police checks as set out in any applicable legislation (including any regulations).
- 3.1.6 The Minister may under this Agreement require the Service Provider to undertake Police Checks for:
  - 3.1.6.1 an alternate period relating to all the Service Provider's Staff; or
  - 3.1.6.2 such persons or class of persons within the Service Provider's Staff, as determined by the Minister from time to time.

#### 3.2 Unexpended Allocated Funds

- 3.2.1 In addition to the obligations set out in clauses 7.6 and 9.1 of the Master Agreement the Service Provider must promptly provide to the Minister, as and when requested by the Minister, a report setting out the level of the Unexpended Allocated Funds.
- 3.2.2 The Minister may require any such Unexpended Allocated Funds to be recovered by:
  - 3.2.2.1 reducing one or more of any scheduled payments to be made to the Service Provider pursuant to this Service Agreement; or
  - 3.2.2.2 requiring the Service Provider to repay such Unexpended Allocated Funds as requested by the Minister within thirty (30) Business Days of a written request to that effect by the Minister.

#### 3.3 Contract Disclosure

In addition to clause 15.9 of the Master Agreement, the Service Provider agrees to disclosure of this Agreement in accordance with the Department's Contract Disclosure policy as amended from time to time (a copy of which can be found at www.dcsi.sa.gov.au).

#### 3.4 Termination of this Service Agreement

- 3.4.1 Subject to clause 3.4.2, in addition to any other provision in the Master Agreement or this Service Agreement the Minister may terminate this Service Agreement or any of the Services provided under this Service Agreement immediately, or on a later nominated date, by written notice to the Service Provider if:
  - 3.4.1.1 a Client the subject of the Services under this Service Agreement, or
  - 3.4.1.2 a client the subject of any other services being provided by the Service Provider pursuant to any other service agreement entered into by the Service Provider under the Master Agreement
  - 3.4.1.3 is put at risk of injury, abuse or neglect by the Service Provider or the Service Provider's Staff.
- 3.4.2 Prior to terminating the Service Agreement or Services pursuant to clause 3.4.1, the Minister will provide the Service Provider with an opportunity to investigate any allegations that a client has been put at risk of injury, abuse or neglect and provide a written report and any submissions to the Minister within a reasonable timeframe as determined by Minister. If after considering the report and the submissions the Minister is still of the opinion that the Service Agreement or any of the Services should be terminated then the Minister may do so immediately. The Parties agree that until such time as the report has been prepared and considered by the Minister, the Minister may suspend the Services the subject of the allegations.
- 3.4.3 If this Service Agreement or any of the Services provided under this Service Agreement are terminated or suspended pursuant to this clause 3.4 the Service Provider will have no claim against the Minister in respect of such termination or suspension.

# THE PARTIES EXECUTE THIS SERVICE AGREEMENT AS FOLLOWS:

SIGNED by the MINISTER FOR HUMAN SERVICES in the presence of:	)
	) Hon Michelle Linsenk MLC
Witness (signature)	
Witness (print name)	
SIGNED for and on behalf of YOUTH AFI (ABN 21 294 698 466)	FAIRS COUNCIL OF SOUTH AUSTRALIA
Signed: MeL Uhb. (Having been duly authorised in that regard)	
Name: MARK WATERS PRESIDENT, YACSA	13.4.18.
In the presence of:	
Signed ABAULUL	
Name: AMM Bambruse	

# Service Schedule

# **Funding and Contact Details**

#### **Commencement Date**

1 July 2018

#### **Expiry Date**

30 June 2021, or at any other time as agreed to by the Parties.

#### **Extended Term (if exercised)**

The Minister may extend the Term for a further period of three years by giving written notice to the Service Provider a minimum of six months prior to the Expiry Date.

#### Name of Service

Sector Support and Advocacy

#### **Address for Notices**

Minister's address for notices:

Attention: Executive Director Community Services GPO Box 292 Adelaide SA 5001

Service Provider's address for notices:

Attention: Anne Bainbridge

Tarntanyangga, Level 4, 182 Victoria Square, Adelaide SA 5000

#### **Allocated Funds**

2018-19 \$367,779 (GST exclusive) plus indexation and ERO if applicable 2019-20 \$367,779 (GST exclusive) plus indexation and ERO if applicable 2020-21 \$367,779 (GST exclusive) plus indexation and ERO if applicable

A copy of the Service Provider's budget for this Service is attached as Annexure 1.

#### Time and Manner of Payment of Allocated Funds

Quarterly in advance.

#### **DHS Liaison Officer**

The DHS Liaison Officer will be the contact person for the Service for everyday service administration.

Name:

Susan Lewis.

Title:

Senior Project Officer

Contact Number:

84154160

Email address:

susan.lewis@sa.gov.au

#### Service Provider's Contract Manager

Anne Bainbridge

#### Service Provider's Contact Person for the Service

The Service Provider's Contact Person for the Service will be the contact person for everyday service administration.

Name:

Anne Bainbridge

Title:

Chief Executive Officer

Contact Number:

8211 7546

Email address:

anne@yacsa.com.au

# Statement of Principles

It is critical that the Department for Human Services (DHS) and non-government community sector organisations are able to work closely together on policy development, service planning, service development and service delivery.

The Sector Support & Advocacy funding is therefore based on a partnership model representing a collaborative relationship between DHS and the community sector, recognising that peak bodies have a range of functions which contribute to enhancing the infrastructure and quality of service delivery within the community sector.

This Service Agreement reflects policies and agreements jointly developed by DHS and the community sector, and endorsed by the Human Services Partnership Forum, to provide an effective means for DHS and the community sector to work together in the interests of the South Australian community. The funded activities of the Service Provider will support the objectives of improving well-being and expanding opportunity for South Australians.

Parties to this Service Agreement recognise that community sector agencies are independent bodies that pursue their own goals, but work closely with government, non-government, local government and local communities. The Parties recognise the importance of taking a long-term view, as well as responding to immediate and urgent need, and recognise that social, environmental and financial outcomes are all equally important.

For peak community sector organisations in particular, this may involve advocating for changes to government policies and priorities, including an emphasis on maintaining diversity and sustainability within the community sector. In this sense, there is a healthy tension inherent in the relationship between government and the community sector.

The South Australian Government acknowledges that peak community sector organisations would exist without government funding, in order to meet the needs of their members and

stakeholders. The Government further recognises the autonomy of community sector peak organisations, in line with the principles of independence outlined above.

The Sector Support & Advocacy program therefore serves as the Government's way of recognising the value and relevance of peak bodies in and of themselves, irrespective of their advocacy role and interactions with government agencies.

#### Sector Support and Advocacy Program Outcomes Measurement

Both Parties agree to undertake a review of the existing outcomes and measures within the first six months of the Term, with the aim to come to agreement on the specific outcomes, measures, key performance indicators, and data collection required, in order to evidence the outcomes achieved with the funding.

#### Sector Support and Advocacy Funding Guidelines

The Department will, in partnership with the organisations funded under the Sector Support and Advocacy program, develop Funding Guidelines for the program, within the first six months of the Term, and the Service Provider shall actively participate in the development of such Guidelines.

# Department for Premier and Cabinet Circular 044 - South Australian Funding Policy for the Not-For Profit Sector

- A new Standard Not For Profit Sector Grant Agreement is currently being negotiated across the Not for Profit and government sectors.
- Both parties agree that, when at such time as the Standard Not For Profit Sector Grant Agreement is operational, then with agreement of both parties, the activities funded under this Agreement should be funded instead under a new agreement using the Standard NFP Grant Agreement. Upon the execution of that Standard Not For Profit Sector Grant Agreement, this Agreement will terminate.
- Both Parties agree to undertake the necessary transition arrangements between the Agreements in a timely manner.

#### Services

#### Services:

The Sector Support and Advocacy program is intended to support organisations whose members provide services in the following areas of work in South Australia: community centres, families, low income support, multicultural communities, volunteering, youth and broader interests of the health and community services sector.

The Sector Support and Advocacy program supports funded organisations to:

- Act as a representative voice for their members and the broader community sector, including through advocacy and representation to government and other decision makers;
- Encourage, where possible, a focus on innovative sector development activities that continue to support a diverse sector and strengthen the capacity of both small and large community sector organisations to deliver high quality services; and

 Support their sector through a range of activities including conducting research, policy development, information dissemination, practical advice, and facilitating access to infrastructure, sharing relevant research findings, training and skills development, facilitating connections between member organisations, and mentoring.

#### Service Specific Description:

YACSA is the peak body representing young people aged 12 – 25 and the non-government youth sector that supports them. YACSA is a member-based organisation and our policy positions are independent and not aligned with any political party or movement. We represent a state perspective at the national level. YACSA has been the recognised youth affairs peak body since its inception in 1980.

Advocacy and representation is our business and our members drive our work. YACSA undertakes systemic advocacy informed by our members and evidence to create change and ensure policy makers and the community understands the impacts of policies and decision-making on young people, and the youth sector. We do this through the following peak functions:

Research, policy development, advice, and response

YACSA contributes to public policy development and debate by providing advice and producing and publishing research and policy positions on issues impacting upon and relevant to young people, the youth sector and the youth affairs field.

#### Consultation and coordination

YACSA consults and engages young people and the youth sector through both formal and informal mechanisms to ascertain their aspirations and concerns in order to create connections and represent their interests.

#### Capacity building

YACSA promotes best practice and youth participation to its membership, stakeholders, and the broader community through the provision of information, training, advice, and support.

#### Information dissemination

YACSA sources and distributes pertinent information to young people and the youth sector concerning government policies and decisions, research and best practice, and events and activities.

# Geographical Coverage

The Service Provider will deliver the services across South Australia.

## Performance Measures and Data

The Service Provider will be required to achieve the following outcomes:

Outcomes .	How much did we do?	How well did we do it?	Is anyone better off?
Members are confident the funded organisation hears and understands their views and issues and can accurately represent them to government, the sector and the community as required.	Number of members.	n/a	Number and percentage of members reporting that they are better able to do their work as a result of the funded organisation's work
Members have access to comprehensive and up-to-date information relevant to the sector, including government policies and programs.	Number of members participating in funded organisation's consultation and advocacy activities	Number and percentage of members satisfied with information received from the funded organisation	Number and percentage of members who are using information provided through funded organisation's communication mechanisms to inform or improve their practice
Increased capacity of members the funded organisation represents to respond to the needs of their target group, leading to better outcomes for their clients.	Number of capacity building initiatives provided to members	Number and percentage of members reporting satisfaction with the consultations and advocacy activities the funded organisation undertakes	Number and percentage of members/participants reporting increased skills or knowledge through participation in funded organisation's activities
	Number and percentage of participants in consultations and advocacy activities or capacity building activities (members or non-members)	Number and percentage of participants reporting satisfaction with the consultations and advocacy activities or capacity building activities	n/a
Other		on in Australian Service E ved whole-of-organisation	

# Reporting

#### Service Monitoring and Evaluation

The Service Provider will participate in a formal service monitoring process that will occur at a minimum once a year, prior to the 30 June of each financial year and three months prior to the expiry date of the service agreement.

This formal service monitoring will occur in addition to regular meetings between the Service Provider and Department for Human Services staff, to discuss any issues of relevance to the Service Provider and the Department.

#### **Financial Accountability and Reporting Measures**

The Service Provider will provide quarterly reports to the Minister detailing receipt and expenditure of the Allocated Funds, including such information, and in such form as is reasonably required by the Minister.

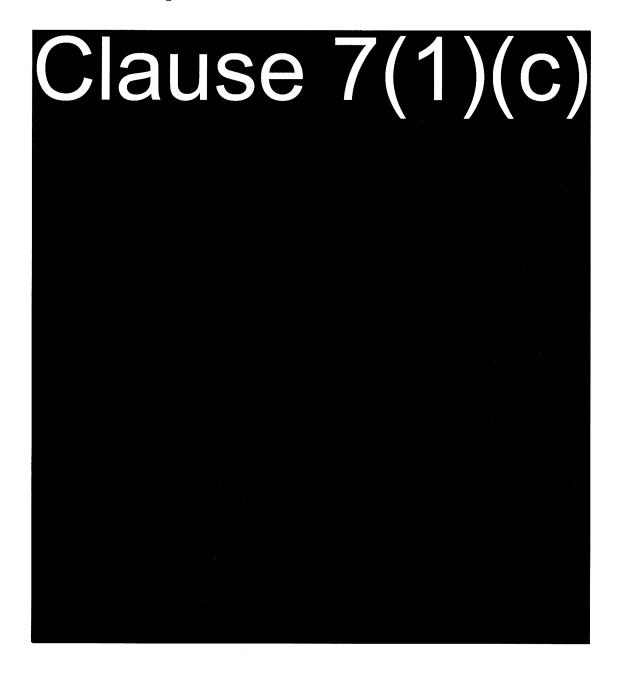
An annual expenditure report must be completed in each year of the term of this Service Agreement and must be certified by at least two senior officers of the Service Provider, affirming that the expenditure was in accordance with the provisions of the Master Agreement and this Agreement.

The Service Provider will provide to the Minister by 30 November each year an audited financial statement for the previous financial year ending 30 June, which may be incorporated in the Service Provider's annual report.

The Service Provider will provide such other financial information in relation to the provision and administration of the Services as is reasonably required by the Minister and must make the financial records relating to the provision of the Services available for inspection by the Minister within ten (10) Business Days of a written request to that effect by the Minister.

The Service Provider will ensure that all financial statements prepared in respect of the Allocated Funds are prepared in accordance with Australian Accounting Standards and are signed by an appropriate senior officer of the Service Provider.

Where the Allocated Funds are in excess of One Million Dollars (\$1,000,000.00) (GST exclusive) over the term of the Service Agreement or where the total Allocated Funds the Service Provider receives from the Department on behalf of the Minister or any other Minister to whom the Department is responsible pursuant to any Service Agreement or otherwise are in excess of One Million Dollars (\$1,000,000.00) (GST exclusive) in any one financial year, the Service Provider must prepare its financial statements in the nature of a general purpose financial report.



**DATED** 

DAY OF

2018

Service Agreement between

# Minister for Human Services

and

# Volunteering SA & NT Incorporated

ABN: 82 279 275 584

Service: Sector Support and Advocacy

FGMS Project ID: PCD010-02

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# **Preliminary Information**

Service Agreement dated the

Between:

**Minister for Human Services** a body corporate pursuant to the Administrative Arrangements Act, 1994, and whose office is situated at Level 12, 1 King William Street Adelaide 5000 in the State of South Australia (herein called the "**Minister**").

and:

**Volunteering of SA & NT Incorporated (A.B.N. 82 279 275 584)** an incorporated association pursuant to the Associations Incorporation Act 1985 having its principal office at Level 5 182 Victoria Square Adelaide 5000 in the State of South Australia (herein called the "Service Provider").

Postal address:

Level 5 182 Victoria Square Adelaide SA 5000

The Parties agree as follows:

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

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

# Statement of Intent

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

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

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

# Other Insurance Requirements

#### 2.1 Professional Indemnity Insurance

In reference to Clause 17 of the Master Agreement, the Service Provider is responsible for assessing the need to maintain appropriate Professional Indemnity Insurance in relation to the Services provided under this Service Agreement.

# Special Conditions

#### 3.1 Criminal History and Police Checks

- 3.1.1 "Police Check" means a National Criminal History Record and Background Screening Check undertaken exclusively by the Screening Unit of the Department for Human Services which will include a screening assessment on CrimTrac's National Criminal History Checking programme, the Justice Information System (JIS) and the Connected Client and Case Management System (C3MS) noting that screening assessments conducted on JIS and C3MS are exclusive services provided by the Screening Unit and cannot be provided by other South Australian screening agencies.
- 3.1.2 The Service Provider will ensure that all of the Service Provider's Staff have undergone Police Checks in accordance with clause 3.1.3 and where otherwise deemed appropriate by the Minister from time to time.
- 3.1.3 Subject to clause 3.1.4, and as a minimum, the Service Provider will ensure that Police Checks are undertaken for any of the Service Provider's Staff, including any new staff:
  - 3.1.3.1 who are to provide Services directly to Clients, or have regular contact with Clients, or work in close proximity to Clients on a regular basis, or

- 3.1.3.2 who supervise or manage Service Provider's Staff in positions requiring or involving regular contact with Clients or working in close proximity to Clients on a regular basis; or
- 3.1.3.3 have access to records relating to Clients

and such Police Checks must be undertaken by the Service Provider every three years for each of the Service Provider's Staff.

- 3.1.4 Subject to clause 3.1.6, if the Service Provider has a Police Check policy ("Policy") in place with requirements that exceed the minimum standard described in clause 3.1.3, then the provisions of the Policy will take precedence over the minimum standard described in clause 3.1.3, and the Service Provider will ensure that it complies with the requirements of its Policy at all times.
- 3.1.5 Nothing in this clause 3.1 will limit or be construed as limiting the Service Provider's obligation to comply with the requirements (if any) in respect of police checks as set out in any applicable legislation (including any regulations).
- 3.1.6 The Minister may under this Agreement require the Service Provider to undertake Police Checks for:
  - 3.1.6.1 an alternate period relating to all the Service Provider's Staff; or
  - 3.1.6.2 such persons or class of persons within the Service Provider's Staff, as determined by the Minister from time to time.

#### 3.2 Unexpended Allocated Funds

- 3.2.1 In addition to the obligations set out in clauses 7.6 and 9.1 of the Master Agreement the Service Provider must promptly provide to the Minister, as and when requested by the Minister, a report setting out the level of the Unexpended Allocated Funds.
- 3.2.2 The Minister may require any such Unexpended Allocated Funds to be recovered by:
  - 3.2.2.1 reducing one or more of any scheduled payments to be made to the Service Provider pursuant to this Service Agreement; or
  - 3.2.2.2 requiring the Service Provider to repay such Unexpended Allocated Funds as requested by the Minister within thirty (30) Business Days of a written request to that effect by the Minister.

#### 3.3 Contract Disclosure

In addition to clause 15.9 of the Master Agreement, the Service Provider agrees to disclosure of this Agreement in accordance with the Department's Contract Disclosure policy as amended from time to time (a copy of which can be found at www.dcsi.sa.gov.au).

#### 3.4 Termination of this Service Agreement

- 3.4.1 Subject to clause 3.4.2, in addition to any other provision in the Master Agreement or this Service Agreement the Minister may terminate this Service Agreement or any of the Services provided under this Service Agreement immediately, or on a later nominated date, by written notice to the Service Provider if:
  - 3.4.1.1 a Client the subject of the Services under this Service Agreement, or
  - 3.4.1.2 a client the subject of any other services being provided by the Service Provider pursuant to any other service agreement entered into by the Service Provider under the Master Agreement
  - 3.4.1.3 is put at risk of injury, abuse or neglect by the Service Provider or the Service Provider's Staff.
- 3.4.2 Prior to terminating the Service Agreement or Services pursuant to clause 3.4.1, the Minister will provide the Service Provider with an opportunity to investigate any allegations that a client has been put at risk of injury, abuse or neglect and provide a written report and any submissions to the Minister within a reasonable timeframe as determined by Minister. If after considering the report and the submissions the Minister is still of the opinion that the Service Agreement or any of the Services should be terminated then the Minister may do so immediately. The Parties agree that until such time as the report has been prepared and considered by the Minister, the Minister may suspend the Services the subject of the allegations.
- 3.4.3 If this Service Agreement or any of the Services provided under this Service Agreement are terminated or suspended pursuant to this clause 3.4 the Service Provider will have no claim against the Minister in respect of such termination or suspension.

## THE PARTIES EXECUTE THIS SERVICE AGREEMENT AS FOLLOWS:

SIGNED by the MINISTER FOR HUMAN SERVICES in the presence of:	) ) ) Hon Michelle Lensink MLC
Witness (signature)	
Witness (print name)	
SIGNED for and on behalf of VOLUNTE (ABN 82 279 275 584)	EERING OF SA & NT INCORPORATED
Signed: 26. (Having been duly authorised in that regard)	
Name: Evelyn O'Loughlin, CE	0, 18 April 2018
n the presence of:	
Signed:	
Name: Debra Haworth Execut	hue tossizat

# Service Schedule

# **Funding and Contact Details**

#### **Commencement Date**

1 July 2018

#### **Expiry Date**

30 June 2021, or at any other time as agreed to by the Parties.

#### **Extended Term (if exercised)**

The Minister may extend the Term for a further period of three years by giving written notice to the Service Provider a minimum of six months prior to the Expiry Date.

#### Name of Service

Sector Support and Advocacy

#### **Address for Notices**

Minister's address for notices:

Attention: Executive Director Community Services GPO Box 292 Adelaide SA 5001

Service Provider's address for notices:

Attention: Evelyn O'Loughlin

Level 5 182 Victoria Square Adelaide SA 5000

#### **Allocated Funds**

2018-19 \$310,149 (GST exclusive) plus indexation and ERO if applicable 2019-20 \$310,149 (GST exclusive) plus indexation and ERO if applicable 2020-21 \$310,149 (GST exclusive) plus indexation and ERO if applicable

A copy of the Service Provider's budget for this Service is attached as Annexure 1.

#### Time and Manner of Payment of Allocated Funds

Quarterly in advance.

#### **DHS Liaison Officer**

The DHS Liaison Officer will be the contact person for the Service for everyday service administration.

Name:

Susan Lewis

Title:

Senior Project Officer

Contact Number:

8415 4160

Email address:

susan.lewis@sa.gov.au

#### Service Provider's Contract Manager

Evelyn O'Loughlin

#### Service Provider's Contact Person for the Service

The Service Provider's Contact Person for the Service will be the contact person for everyday service administration.

Name:

Evelyn O'Loughlin

Title:

Chief Executive Officer

Contact Number:

8221 7177

Email address:

evelyn.oloughlin@volunteeringsa-nt.org.au

# Statement of Principles

It is critical that the Department for Human Services (DHS) and non-government community sector organisations are able to work closely together on policy development, service planning, service development and service delivery.

The Sector Support & Advocacy funding is therefore based on a partnership model representing a collaborative relationship between DHS and the community sector, recognising that peak bodies have a range of functions which contribute to enhancing the infrastructure and quality of service delivery within the community sector.

This Service Agreement reflects policies and agreements jointly developed by DHS and the community sector, and endorsed by the Human Services Partnership Forum, to provide an effective means for DHS and the community sector to work together in the interests of the South Australian community. The funded activities of the Service Provider will support the objectives of improving well-being and expanding opportunity for South Australians.

Parties to this Service Agreement recognise that community sector agencies are independent bodies that pursue their own goals, but work closely with government, non-government, local government and local communities. The Parties recognise the importance of taking a long-term view, as well as responding to immediate and urgent need, and recognise that social, environmental and financial outcomes are all equally important.

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The Sector Support & Advocacy program therefore serves as the Government's way of recognising the value and relevance of peak bodies in and of themselves, irrespective of their advocacy role and interactions with government agencies.

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■ Both Parties agree to undertake a review of the existing outcomes and measures within the first six months of the Term, with the aim to come to agreement on the specific outcomes, measures, key performance indicators, and data collection required, in order to evidence the outcomes achieved with the funding.

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The Department will, in partnership with the organisations funded under the Sector Support and Advocacy program, develop Funding Guidelines for the program, within the first six months of the Term, and the Service Provider shall actively participate in the development of such Guidelines.

# Department for Premier and Cabinet Circular 044 - South Australian Funding Policy for the Not-For Profit Sector

- A new Standard Not For Profit Sector Grant Agreement is currently being negotiated across the Not for Profit and government sectors.
- Both parties agree that, when at such time as the Standard Not For Profit Sector Grant Agreement is operational, then with agreement of both parties, the activities funded under this Agreement should be funded instead under a new agreement using the Standard NFP Grant Agreement. Upon the execution of that Standard Not For Profit Sector Grant Agreement, this Agreement will terminate.
- Both Parties agree to undertake the necessary transition arrangements between the Agreements in a timely manner.

#### Services

#### Services:

The Sector Support and Advocacy program is intended to support organisations whose members provide services in the following areas of work in South Australia: community centres, families, low income support, multicultural communities, volunteering, youth and broader interests of the health and community services sector.

The Sector Support and Advocacy program supports funded organisations to:

- Act as a representative voice for their members and the broader community sector, including through advocacy and representation to government and other decision makers;
- Encourage, where possible, a focus on innovative sector development activities that continue to support a diverse sector and strengthen the capacity of both small and large community sector organisations to deliver high quality services; and

 Support their sector through a range of activities including conducting research, policy development, information dissemination, practical advice, and facilitating access to infrastructure, sharing relevant research findings, training and skills development, facilitating connections between member organisations, and mentoring.

#### Service Specific Description:

Volunteering SA&NT is a not for profit organisation and the peak body for volunteering, leading the sector in South Australia and the Northern Territory. Volunteering SA&NT connects people and organisations to create positive volunteering experiences and works with individuals, organisations, businesses and communities to lead, advance, grow, promote and celebrate volunteering.

# Geographical Coverage

The Service Provider will deliver the services across South Australia.

# Performance Measures and Data

The Service Provider will be required to achieve the following outcomes

Outcomes	How much did we do?	How well did we do it?	Is anyone better off?
Members are confident the funded organisation hears and understands their views and issues and can accurately represent them to government, the sector and the community as required.	Number of members	n/a	Number and percentage of members reporting that they are better able to do their work as a result of the funded organisation's work
Members have access to comprehensive and up-to-date information relevant to the sector, including government policies and programs.	Number of members participating in funded organisation's consultation and advocacy activities	Number and percentage of members satisfied with information received from the funded organisation	Number and percentage of members who are using information provided through funded organisation's communication mechanisms to inform or improve their practice
Increased capacity of members the funded organisation represents to respond to the needs of their target group, leading to better outcomes for	Number of capacity building initiatives provided to members.	Number and percentage of members reporting satisfaction with the consultations and advocacy activities the funded organisation undertakes	Number and percentage of members/participants reporting increased skills or knowledge through participation in funded organisation's activities
their clients.	Number and percentage of participants in consultations and advocacy activities or capacity building activities (members or non-members)	Number and percentage of participants reporting satisfaction with the consultations and advocacy activities or capacity building activities	n/a
Other	Continuous Accreditation other approved whole of o	in Australian Service Excelle organisation quality improvem	nce Standards (ASES) or ent program.

# Reporting

#### Service Monitoring and Evaluation

The Service Provider will participate in a formal service monitoring process that will occur at a minimum once a year, prior to the 30 June of each financial year and three months prior to the expiry date of the service agreement.

This formal service monitoring will occur in addition to regular meetings between the Service Provider and Department for Human Services staff, to discuss any issues of relevance to the Service Provider and the Department.

#### Financial Accountability and Reporting Measures

The Service Provider will provide quarterly reports to the Minister detailing receipt and expenditure of the Allocated Funds, including such information, and in such form as is reasonably required by the Minister.

An annual expenditure report must be completed in each year of the term of this Service Agreement and must be certified by at least two senior officers of the Service Provider, affirming that the expenditure was in accordance with the provisions of the Master Agreement and this Agreement.

The Service Provider will provide to the Minister by 30 November each year an audited financial statement for the previous financial year ending 30 June, which may be incorporated in the Service Provider's annual report.

The Service Provider will provide such other financial information in relation to the provision and administration of the Services as is reasonably required by the Minister and must make the financial records relating to the provision of the Services available for inspection by the Minister within ten (10) Business Days of a written request to that effect by the Minister.

The Service Provider will ensure that all financial statements prepared in respect of the Allocated Funds are prepared in accordance with Australian Accounting Standards and are signed by an appropriate senior officer of the Service Provider.

Where the Allocated Funds are in excess of One Million Dollars (\$1,000,000.00) (GST exclusive) over the term of the Service Agreement or where the total Allocated Funds the Service Provider receives from the Department on behalf of the Minister or any other Minister to whom the Department is responsible pursuant to any Service Agreement or otherwise are in excess of One Million Dollars (\$1,000,000.00) (GST exclusive) in any one financial year, the Service Provider must prepare its financial statements in the nature of a general purpose financial report.

# Clause 7(1)(c)

Volunteering SA and NT inc will endeavour to keep DCSI informed of significant changes to this budget through the budgeting process,