

Read, Marilynne (Health)

From: [REDACTED] (Health)
Sent: Tuesday, 12 September 2017 2:55 PM
To: Read, Marilynne (Health)
Cc: Butler, Anthony (Health)
Subject: RE: Meeting record 08092017.docx [SEC=UNCLASSIFIED]
Attachments: Meeting record 08092017 (002).docx

Hi Marilynne,

My amendments as requested.

Regards,

[REDACTED]

From: Read, Marilynne (Health)
Sent: Friday, 8 September 2017 4:20 PM
To: [REDACTED] Health [REDACTED]@act.gov.au>
Subject: Meeting record 08092017.docx [SEC=UNCLASSIFIED]

H [REDACTED]

Thank you for coming in today.

Please find attached the notes that were taken. If you find anything that needs to be corrected, please let me know.

Thanks.

Kind regards
Marilynne

Marilynne Read | Senior Policy Officer | Women, Youth and Child Health Policy Unit
Phone (02) 6207 4440 | Email Marilynne.Read@act.gov.au
Policy and Stakeholder Relations | ACT Health | ACT Government
2-6 Bowes Street Woden | GPO Box 825 CANBERRA ACT 2601 | www.act.gov.au

8 September 2017

File Note – Meeting with Canberra Mothercraft Society (CMS) regarding contract negotiations for Contract No. 2015.139.470

Attended by [REDACTED] (CMS), Anthony Butler (ACTH) and Marilynne Read (MR). Fiona Day present as note taker.

P. 16 – comments re; Agreement Clause 6.4(2)(b)

~~All parties in agreement~~ No further action required. All parties in agreement.

P. 23 – comments re; Agreement Clause 12.5

CMS: No issue with this, however, questioned what would happen if there are other reasons for CMS to terminate agreement? Does not include other "what ifs" especially in light of the dynamic operating environment.

ACTH: Acknowledged this was missing and endeavoured to prepare a clause to cover contingencies causing Termination by the Organisation beyond those expressed in Clauses 12.5 (1) & (2).

Commented [KM(1): My notes show that it was agreed that an example clause would be sought from a Commonwealth Agreement that would allow for either party to initiate a termination beyond the two clauses in 12.5 (1) & (2).

P. 24 – comments re; Agreement Clause 12.6(1)

~~MCMS~~ CMS: Noted the use of the term 'capricious' is ~~uncalled for~~ disrespectful. Instability in the operating environment is the result of decisions by the Territory not CMS. CMS does not deserve or accept being addressed in this way. This clause does not read as though inherent costs are covered if the territory cuts beds/funding for service.

ACTH: Confirmed that should ACTH initiate a transition- reduction in scope, costs will be covered and ACT Health will clarify ~~this the process.~~

P. 24 – comments re; Agreement Clause 12.6(4)

CMS: Is concerned that the dialogue around 'reasonable costs' does not include the costs incurred through a reduction in scope of service or termination of service provision by CMS.

ACTH: Agrees that reasonable costs incurred as a consequence of a reduction in the scope of service this needs to be unpacked to clarify recognised in the Funding Amount. This clause will be amended.

ACTH: Recognises that reducing scope and termination of provision of services are not cost neutral. The term 'reasonable costs' needs to be expanded to provide clarity around what will be considered as reasonable costs. Redundancy and retraining are inherent in 'reasonable costs'.

P. 25 – comments re; Agreement Clause 13.1(2)(c)

This is no longer an issue. All parties in agreement.

P. 26 – comments re; Agreement Clause 14.6

ACTH: Will change wording to make it clear that QEII must not subcontract it's obligations as outlined in Schedule 2 under this Agreement. ~~this is in relation to Schedule 2.~~

P. 30 – comments re; Schedule 1 Item 3 AGREEMENT PERIOD

ACTH: "Option to extend" means ACT Health can choose to extend contract that ceases June 2019 rather than requiring CMS to go to open tender round. No longer an issue. All parties in agreement.

P. 32 – comments re; Schedule 2 Item 4(2) OUTPUTS

CMS: Happy with amendments. All parties in agreement.

P. 33 – comments re; Schedule 6 Item 6 REPORTING SERVICE USER INCIDENTS

ACTH: This relates to significant incidents. MR agrees that reporting should be de-identified to protect client privacy. The wording here will be changed to redefine incidents as critical incidents.

ACTH: Clarified and confirmed that this is for significant matters of public interest only.

P. 36 – comments re; Schedule 3 Item 4 KEEP IN TOUCH ARRANGEMENTS

No longer an issue. All parties in agreement.

P. 38 – comments re; Schedule 4 Item 1(2) FUNDING AMOUNT AND ITEM 5 SUPPLEMENTATION

CMS: Long term liabilities have never been included in the base funding. It was agreed between the Territory and CMS that the clause that ACTH would cover long term liabilities should they push CMS over budget would suffice instead of providing up front funding in the Funding Amount. CMS have repeatedly said that they would prefer payment in the base funding. CMS will not sign any Agreement that does not provide provision for full coverage of long term liabilities. The need for this clause becomes greater the closer we get to an open tender process. If CMS have to step away from the service, all their liabilities will be due at once thereby increasing the likelihood for activating this clause. A safety clause should be added- reinstated that states if unfunded liabilities push CMS over budget, ACT Health will provide funds to cover these liabilities. The issue is that this was never included in the base funding, despite repeated requests by CMS for this to happen.

ACTH: CMS to provide a ballpark figure in order to help ACT Health build a case to present to Government Solicitors Office (GSO). Anthony will advocate to have this added as part of base funding but cannot progress until he receives a figure.

P. 41 – comments re; Schedule 5 Item 3 ASSETS (entire section)

All parties in agreement.

P. 47 – comments re; Schedule 5 Item 8 CONTINUITY OF EMPLOYMENT

CMS: Seeking parity with Calvary. CMS understands this clause is in the Calvary contract and she wants seek as much surety as possible for continuity of employment for staff or funding for redundancy provisions as needed.

ACTH: Cannot see ACT Health agreeing to this and can't agree to continuity of employment as suggested in comments. A workaround may be to refer back to "reasonable costs" – including redundancy, retraining of staff, etc as part of the transition clause (12.6). ACT Health will discuss this with GSO.

P. 49 – comments re; SCHEDULE 6 (c)

CMS: This clause does not read as though inherent costs are covered if the territory cuts beds/funding for service.

ACTH: Confirmed that transition costs will be covered and ACT Health will clarify this in the Agreement.

All parties agreed the meeting was constructive and that a solution seems imminent. Anthony assured Mary that if contract negotiations are not finalised by the end of current contract period

(30 September 2017), ACT Health will extend to 30 June 2018 with the aim of finalising the Agreement before that date.

Read, Marilynne (Health)

From: [REDACTED] (Health)
Sent: Monday, 4 September 2017 5:36 PM
To: Read, Marilynne (Health)
Cc: Butler, Anthony (Health)
Subject: RE: Draft SFA Mothercraft as at 04092017.docx [SEC=UNCLASSIFIED]

Dear Marilyn,

It appears our concerns in the last round of negotiation have not been considered. I think it is appropriate that we meet as soon as possible. I am unclear as to who has the authority to actually negotiate from your end therefore I will leave that for you to decide who from your end should be in attendance.

Regards,

[REDACTED]
 [REDACTED]
 Queen Elizabeth II Family Centre
 PO Box 126
 (129 Carruthers Street)
 Curtin ACT 2605
 Australia

Ph: [REDACTED]
 Fax: + 61 2 62052344
 e mail [REDACTED]@act.gov.au



Towards Healthy Families

Ija Mulanggari, Goodtha Mulanggari
 Thriving Mothers, Thriving babies [Ngunnawal meaning]

From: Read, Marilynne (Health)
Sent: Monday, 4 September 2017 4:56 PM
To: [REDACTED] (Health) [REDACTED]@act.gov.au
Cc: Butler, Anthony (Health) <Anthony.Butler@act.gov.au>
Subject: Draft SFA Mothercraft as at 04092017.docx [SEC=UNCLASSIFIED]

Hello [REDACTED]

Please find attached the latest version of the CMS SFA.

As discussed on the phone, Anthony and I can meet with you and go through the SFA, or I can arrange a meeting with your solicitor, you, the government solicitor, Anthony, and myself. Please let me know which meeting you would like me to set-up.

Thank you.

Kind regards
Marilynne

Marilynne Read | Senior Policy Officer | Women, Youth and Child Health Policy Unit
Phone (02) 6207 4440 | **Email** Marilynne.Read@act.gov.au
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Read, Marilynne (Health)

From: [REDACTED]-health)
Sent: Monday, 4 September 2017 4:58 PM
To: Read, Marilynne (Health)
Subject: RE: Draft SFA Mothercraft as at 04092017.docx [SEC=UNCLASSIFIED]

You must have been reading my mind – I was going to ring you! We will go through this and with a bit of luck we may be able to lock it in.

[REDACTED]

From: Read, Marilynne (Health)
Sent: Monday, 4 September 2017 4:56 PM
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Cc: Butler, Anthony (Health) <Anthony.Butler@act.gov.au>
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ACT
Government
Health

[REDACTED]
Queen Elizabeth II Family Centre
129 Carruthers Street
CURTIN ACT 2605

Dear [REDACTED]

Service Funding Agreement 2013 – 2016, contract number 2013.21920.450

I refer to the Agreement dated 31 October 2013 between the Australian Capital Territory, represented by ACT Health (the 'Territory') and Canberra Mothercraft Society Incorporated trading as Queen Elizabeth II Family Centre ('Organisation').

As you are aware, the Agreement is due to expire on 30 June 2016. Administrative matters relating to the establishment of new agreements are unfortunately taking longer than expected to finalise.

It is therefore proposed that in accordance with clause 12 of your existing Agreement, the Agreement Period will be extended for a further period of three (3) months up to and ending 30 September 2016. This will allow payments to flow in the first quarter of 2016-17 to your organisation as new agreements are finalised.

The Territory will provide you with a copy of the new draft agreement for your review when available. The proposed commencement date for the new agreement will be 1 October 2016.

An email confirming your acceptance (or otherwise) to vary the existing Agreement for a further period of three (3) months up to and ending 30 September 2016, is to be forwarded via email to Ross.O'Donoughue@act.gov.au by no later than Friday 28 June 2016.

Your understanding and patience with this process is greatly appreciated.

Yours sincerely

Mr Ross O'Donoughue
Executive Director
Policy and Government Relations
15 June 2016