

CONTRACT

The Family Planning Association of Western Australia (inc)

And

GovernancePlus
ABN 40 500 449 119

Agreement made on
 DATE 19th May 2016

Parties

Family Planning Association of Western Australia (inc)
 70 Roe Street
 Northbridge
 WA 6303

and

GOVERNANCEPLUS

Recitals

- A. GovernancePlus has represented and warranted that they have, or have the means of acquiring the expertise to provide the Services and that it is competent to fulfill the requirements of The Family Planning Association of Western Australia (inc) Reproductive Health WA in an efficient and economical manner and in accordance with recognized practices for the conduct of the Services.
- B. The Family Planning Association of Western Australia (inc) has agreed to appoint GovernancePlus to provide the Services.
- C. GovernancePlus has agreed to accept such appointment in accordance with the terms and conditions of this Agreement.

STAGE 1	DETAILED ACTIONS	BY WHOM	TO BE COMPLETED BY	COMMENTS FEES AND CHARGES
Assessment of preparedness to be accredited	Desk top review with key managers, site visits and follow up meetings with service managers.	Sandy Thomson and Helen Bucknell	31 st August 2016 Estimated number of days = 5 -7	As per quotation rate is \$155.00 per hour with 100 hours allocated for Stage 1 including assessment time, report, and action plan and executive/Board presentation on results. Report is provided within 48hours of completion of Stage 1. We would also source quotations from applicable providers to do the actual survey. SUBJECT TO SUCCESSFUL COMPLETION OF STAGE 1 STAGES 2/3 AND LMS OPTION CAN BE NEGOTIATED. Supplementary note: Only hours used are charged. If there are surplus hours from

				Stage 1 then these are offset against Stage 2 if this is progressed.
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STAGE 2 Subject to negotiation following completion of Stage 1	Working with Managers and staff on actions required to meet accreditation. Includes educating Board Managers on survey processes.	Sandy Thomson and Helen Bucknell	To be negotiated	Estimate is 200 hours. Tools (templates, audit forms etc.) are provided free of charge. Simple emails and questions complimentary. Complex emails, document review Hours include training on preparing and submitting documentation, planning the actual survey, and preparing evidence.
STAGE 3	Maintenance years until next accreditation.	Sandy Thomson and Helen Bucknell	Optional/To be Negotiated	To be negotiated and depends on capacity of the organisation to sustain and maintain requirements
OPTIONAL EXTRA Access to GovernancePlus Learning Management System	Access to our electronic Learning Management systems so that staff can completed all mandatory training requirements associated with the Standards. These include Safety and Quality Infection Prevention and Control Handover Patient Identification Workplace Well Being Medication Safety	Helen Bucknell	Optional/To be Negotiated	A rate is worked out per person and depends on the bundle of modules selected. 24 hr access can be provided to test and assess applicability. Our LMS saves time and cost for face to face mandatory learning requirements.

2. Term of Agreement

The Agreement will be for a term of three (3) months to complete Stage 1. Options to extend to accommodate Stages 2, 3 and access to the Learning Management system are available if required.

3. Authorised Officer

GovernancePlus will liaise with and report to Dr Richelle Douglas regarding all aspects of this Agreement during the Term.

4. Insurance

GovernancePlus will effect and maintain, for the duration of this Agreement, at its expense, the following insurance policies:

- (a) Workers' Compensation and Employers' Liability Insurance covering all claims and liabilities.
- (b) General Public and Products Liability Insurance covering liability to any person for death, bodily injury, loss of or damage to property and consequential loss with a limit of liability of \$10 million for any one occurrence;
- (c) Professional Indemnity Insurance for breach of professional duty by reason of any act, error or omission whenever committed in the provision of the Services with a limit of indemnity being \$1 million and the maximum aggregate limit of indemnity being \$2 million.

5. Confidentiality and Privacy

5.1 Information to be held in confidence

GovernancePlus will hold all Confidential Information in confidence for the facilities and will not directly or indirectly at any time during the Term or after the termination or expiry of this Agreement use any Confidential Information or disclose any Confidential Information to any third party except if the use or disclosure:

- is for the purpose of providing the Services;
- relates to information already within the public domain, other than by virtue of a breach of this clause by GovernancePlus; or
- is required by law or by any competent authority having jurisdiction over a Party.

6. Cyber Security

If The Family Planning Association of Western Australia (inc) utilises the GovernancePlus DROPBOX Document Management system and experiences any cyber security issues (including theft of laptops which have access to GovernancePlus DROPBOX) then notification to GovernancePlus must occur within 4 hours of breach being identified.

7. Addresses


Subject to clause 28.4, the respective addresses and facsimile numbers of the Parties are:

The Family Planning Association of Western Australia (inc)
70 Roe Street, Northbridge WA 6303

And

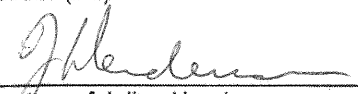
GovernancePlus PO Box 4330 Mandurah North WA 6210

Executed by Sandy Thomson of GovernancePlus



Signature of Sandy Thomson
GovernancePlus

Executed by: Julian Henderson, Chief Executive Officer, The Family Planning Association Western Australia (inc)



Signature of Julian Henderson
Chief Executive Officer

VERSION CONTROL

VERSION	DATE	CHANGES	COMMENTS
1	12 TH 2016 May		Meeting 17 th May required changes
2	18 th 2016 May	<ol style="list-style-type: none"> 1. Change of Client Name from Sexual and Reproductive Health WA to The Family Planning Association of WA (inc) 2. Term of Agreement changed to 3 months 3. Stage1 include estimated time period. 4. Separate out Stage 2/3 and LMS 5. Remove clauses 5 and 6 as not applicable. 6. Column BY WHEN changed to BE COMPLETED BY 7. Clause relating to Cyber security changed to be more explicit in intent. 8. Name of Person authorised to sign changed to Julian Henderson CEO 9. General edits; page 1. Removed "Contracted Service" Margins adjusted Renumbering to correct errors. Version Control footer updated to reflect new numbering system Page numbers added. 	Sent to CEO 18 th May 2016
3	19 th 2016 May	<ol style="list-style-type: none"> 1. (Inc) changed to (inc) 2. Highlight for Dr Douglas removed 3. Version number updated 4. Margins adjusted 	Final sent to CEO 19 th May 2016

