

AlfredHealth

Discovery College Consultancy Agreement

Alfred Health

ABN 27 318 956 319

and

[insert name of Consultant]

ABN (As applicable)

This Agreement is made on the [insert day] day of [insert month] 20 [insert year].

Parties

Alfred Health ABN 27 318 956 319 a body corporate established under the *Health Services Act 1988* (Vic) of 55 Commercial Road, Melbourne 3004 ('**Alfred Health**').

and

[insert name] ABN [insert ABN] of [insert address] ('**You**').

Recitals

- A Alfred Health has agreed with You that You will provide the Services specified in **Item 1 of Schedule 1 ('Services')** to Alfred Health.
- B This document records the terms and conditions on which You will provide the Services.

Period of Agreement

1. This Agreement commences on the Commencement Date and will end on the date specified on the Expiry Date unless otherwise terminated or extended in accordance with this Agreement (**Term**).

Services to be provided

2. During the Term, You must provide the Services to Alfred Health at the Locations specified in **Item 4 of Schedule 1**.
3. In providing the Services, You must:
 - a. comply with Alfred Health's current policies, rules, procedures and standards, as amended from time to time, and notified to You;
 - b. provide the Services in accordance with all reasonable instructions from Alfred Health, and;
 - c. provide the Services to the highest practical standard at all times.

Intellectual Property

4. You agree that any intellectual property developed in the course of providing the Services (**Information**) remains Alfred Health's property.
5. Alfred Health grants You non-exclusive license for the duration of the Term to use the intellectual property to provide the Services.

Fees

6. In return for providing the Services, Alfred Health will pay you the Fees set out in **Schedule 1**.

7. Alfred Health's obligation to pay You the Fees arises when You provide Alfred Health with an invoice for the Fees.
8. At all times during the Term, You will ensure that:
 - a. You have a registered Australian Business Number; or
 - b. You have completed a statement by supplier form.

When you invoice Alfred Health, you must set out your ABN or make note on the invoice that the statement by supplier form has been completed and is held with Alfred Health.

Confidentiality and Privacy

9. You accept and acknowledge that you must maintain confidentiality in any Confidential Information that You obtain in the course providing the Services.
10. During the Term, You must:
 - a) not disclose any Confidential Information unless such disclosure:
 - i. is authorised by Alfred Health; or
 - ii. is otherwise required or authorised by law; or
 - iii. the person consents to their information being shared; and
 - b) take care at all times to maintain confidentiality in the Information.
11. The obligations contained in **Clauses 9** and **10** survive termination of this Agreement.

Police Check

12. You promise Alfred Health, knowing that Alfred Health will rely on this promise, that:
 - a. except where You have informed Alfred Health in writing, You have not been found guilty of any criminal offence and do not have any criminal offences awaiting hearing.
 - b. You consent to Alfred Health obtaining a National Police Clearance about You and will cooperate in obtaining that Clearance (You may provide a certified copy of a Police Clearance if dated within 6 months of the date you sign this Agreement).
13. Additionally, if You have resided overseas for 12 months or more in the last 5 years, You must
 - a. provide Alfred Health with an International Police Clearance Certificate from those country/countries; and
 - b. sign a statutory declaration setting out that it has not been found guilty of any criminal offences in that country.

14. You must notify Alfred Health immediately if at any time during the Term you are placed under investigation for, charged with or found guilty of a criminal offence (other than a minor traffic offence).
15. If the information about You contained in the National Police Clearance or other documentation supplied for the purposes of this Agreement is not satisfactory to Alfred Health, Alfred Health may terminate this Agreement.

Termination

16. If You and Alfred Health both agree, this Agreement may be terminated at any time.
17. Alfred Health may terminate this Agreement if it provides you with three (3) weeks' written notice.
18. Alfred Health may terminate this Agreement immediately if:
 - a. You breach Clause 10 in any way.
 - b. You are, for any reason, unable to supply the Contracted Services for a continuous period of 28 days; or
 - c. You commit any offence or do any act which Alfred Health's reasonable opinion is likely to harm Alfred Health's reputation or affect your capacity discharge your obligations under this Agreement.
19. If You are not performing the Services to Alfred Health's reasonable satisfaction, or not meeting Your obligations under this Agreement, Alfred Health may:
 - a. Write to you and set out in what respect the Services are unsatisfactory or how You have breached this Agreement (Notice).
 - b. If the You has not rectified the matters set out in any Notice within 14 days of receipt of the Notice, Alfred Health may terminate this Agreement in whole or part by giving 7 days' written notice to the You.
20. If Alfred Health exercises its rights under clause 19 and terminates this Agreement, it is not liable to pay You anything for Services that You have not performed as at the date of termination.

General

21. This Agreement may only be varied by agreement in writing of both parties.
22. This Agreement is governed by the law of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of Victoria and courts entitled to hear appeals from those courts.

Definitions

23. In this Agreement, the following words have the following meanings:
 - a) **Commencement Date** means the date specified in Item 2 of Schedule 1.
 - b) **Expiry Date** means the date specified in Item 3 of Schedule 1.

- c) **Fee** means the fee specified in Item 5 of Schedule 1.
- d) **Confidential Information** means any information that can be used to identify a particular person, and relates to that person's health, personal history, criminal history or any other matters that are sensitive. It includes any form of written, verbal, electronic, photographic information. It also includes personal demographic information such as an individual's name, address and date of birth.
- e) **Services** means the services specified in Item 1 of Schedule 1.
- f) **Term** has the meaning set out in Clause 1.

Execution

Signed for and on behalf of Alfred Health)

ABN 27 318 956 319 by)

an authorised officer, in the presence of:)

.....
(witness' name printed in full)

.....
(Signature of witness)

.....
Date

Signed by [insert Educator's name])

in the presence of:)

.....
(witness' name printed in full)

.....
(Signature of witness)

.....
Date

Schedule 1

Item 1	Services	
Item 2	Commencement Date	
Item 3	Expiry Date	
Item 4	Location for the delivery of the Services	
Item 5	Fees	
Item 6	Exemption from ABN (if required)	

Schedule 2 – Services

Item 1a

ROLE STATEMENT

ACTIVITY: DISCOVERY COLLEGE EXPERT BY
EXPERIENCE – PAID CONTRACTOR

DEPARTMENT: **headspace** Youth Early Psychosis program

REPORT: Discovery College Learning Coordinator or
Learning Development Consultant.

[Responsibilities and tasks for the role

- ❖ Paid experts by experience are a core member of the co-production team and will be expected to commit to the duration of the development/delivery of the course.
- ❖ Paid experts by experience will have equal input/responsibility for all aspects of course development and delivery alongside the clinical facilitator.
- ❖ Experts by experience will be expected to attend meetings as required related to development of the individual course they are co-producing as well as the development of the college (e.g. working group meetings)
- ❖ Expectations and commitments required for each course are outlined in the course development agreement and these will form part of the responsibilities and tasks for the role. (See appendix for details)
- ❖ In the case where there is a trainee expert by experience within the co-production team, the trainee will be learning from the experience of the paid expert by experience. A mentorship relationship may be established if appropriate or this may occur outside of the co-production team.
- ❖ Experts by experience will be expected to engage in evaluation activities as required.

Examples of Participation

- ❖ Expert by experience: Full package of course development and delivery
- ❖ Expert by experience: Co-production only
- ❖ Expert by experience: Co-facilitation only
- ❖ Involvement in working group and strategic direction of the college
- ❖ Co-production & co-facilitation of presentations about the college

Quality assurance process/support available

- ❖ Support as needed (requested) from Recovery Program team leader/DCLC/L&D Consultant during course development/facilitation if there are issues arising.
- ❖ Mentorship available from Discovery College Learning co-ordinator.
- ❖ Review with Recovery Program team leader or Discovery College Learning Co-ordinator/Learning and Development Consultant following course delivery.]

Schedule 2 - Services (continued)

Item 1b

ROLE STATEMENT

ACTIVITY: DISCOVERY COLLEGE EXPERT BY PROFESSION – PAID CONTRACTOR

DEPARTMENT: **headspace** Youth Early Psychosis program

REPORT: Discovery College Learning Coordinator or Learning Development Consultant.

Responsibilities and tasks for the role

- ❖ [Experts by Profession are a core member of the co-production team and will be expected to commit to the duration of the development/delivery of the course.
- ❖ Experts by Profession will have equal input/responsibility for all aspects of course development and delivery alongside the Peer facilitator.
- ❖ Experts by Profession will be expected to attend meetings as required related to development of the individual course they are co-producing as well as the development of the college (e.g. working group meetings)
- ❖ Expectations and commitments required for each course are outlined in the course development agreement and these will form part of the responsibilities and tasks for the role. (See appendix for details)
- ❖ In the case where there is a trainee clinical facilitator within the co-production team, the trainee will be learning from the experience of the clinical facilitator. A mentorship relationship may be established if appropriate or this may occur outside of the co-production team.
- ❖ Experts by Profession will be expected to engage in evaluation activities as required.

Examples of Participation

- ❖ Expert by Profession: Full package of course development and delivery
- ❖ Expert by Profession: Co-production only
- ❖ Expert by Profession: Co-facilitation only
- ❖ Involvement in working group and strategic direction of the college
- ❖ Co-production & co-facilitation of presentations about the college

Quality assurance process/support available

- ❖ Support as needed (requested) from Recovery Program team leader/DCLC/L&D Consultant during course development/facilitation if there are issues arising.
- ❖ Mentorship available from Discovery College Learning co-ordinator.
- ❖ Review with Recovery Program team leader or Discovery College Learning Co-ordinator/Learning and Development Consultant following course delivery.]

Schedule 3 - Fees

Sessional Contracted Facilitator Payment Rates for Course Development & Delivery		
Course Hours	Payment	Expectations for <u>all</u> facilitators
2-3 hour course	\$300	<input type="checkbox"/> Initial meeting w DCLC & co-facilitators: negotiate milestones & package rate <input type="checkbox"/> 2+ meetings with co-facilitator <input type="checkbox"/> Telephone/email contact negotiated between Facilitators <input type="checkbox"/> Draft due: date decided at initial meeting <input type="checkbox"/> Final due – date decided at initial meeting <input type="checkbox"/> Update material based on pilot evaluation & facilitator reflections
4 hour/half day course	\$400	<input type="checkbox"/> Initial meeting w DCLC & co-facilitators: negotiate milestones & package rate <input type="checkbox"/> 2+ meetings with co-facilitator <input type="checkbox"/> Telephone/email contact negotiated between Facilitators <input type="checkbox"/> Draft due: date decided at initial meeting <input type="checkbox"/> Final due: date decided at initial meeting <input type="checkbox"/> Update material based on pilot evaluation & facilitator reflections
6-hour course: 2 x 3hrs 3 x 2hrs 1 x 6hrs	\$480	<input type="checkbox"/> Initial meeting w DCLC & co-facilitators: negotiate milestones & package rate) <input type="checkbox"/> 2+ meetings with co-facilitator <input type="checkbox"/> Regular telephone/email contact negotiated between Facilitators <input type="checkbox"/> Draft due: date decided at initial meeting <input type="checkbox"/> Final due: date decided at initial meeting <input type="checkbox"/> Update material based on pilot evaluation & facilitator reflections
8-hour course 4 x 2hrs 2 x 4hrs	\$560	<input type="checkbox"/> Initial meeting w DCLC & co-facilitators: negotiate milestones & package rate <input type="checkbox"/> 3 + meetings with co-facilitator <input type="checkbox"/> Regular telephone/email contact negotiated between Facilitators <input type="checkbox"/> Draft due: date decided at initial meeting <input type="checkbox"/> Final due: date decided at initial meeting <input type="checkbox"/> Update material based on pilot evaluation & facilitator reflections
10-hour course 5 x 2hrs 2 x 5hrs	\$640	<input type="checkbox"/> Initial meeting w DCLC & co-facilitators: negotiate milestones & package rate <input type="checkbox"/> 4 + meetings with co-facilitator <input type="checkbox"/> Regular telephone/email contact negotiated between Facilitators <input type="checkbox"/> Draft due: date decided at initial meeting <input type="checkbox"/> Final due: date decided at initial meeting <input type="checkbox"/> Update material based on pilot evaluation & facilitator reflections
12-hour course 6 x 2hrs 4 x 3hrs 3 x 4hrs	\$720	<input type="checkbox"/> Initial meeting w DCLC & co-facilitators: negotiate milestones & package rate <input type="checkbox"/> 4 + meetings with co-facilitator <input type="checkbox"/> Regular telephone/email contact negotiated between Facilitators <input type="checkbox"/> Draft due: date decided at initial meeting <input type="checkbox"/> Final due: date decided at initial meeting <input type="checkbox"/> Update material based on pilot evaluation & facilitator reflections

Sessional Contracted Co-production Payment Rates for Course Development		
Course Hours	Payment	Expectations for <u>all</u> co-production team members
2-3 hour course	\$300	<input type="checkbox"/> Initial meeting w DCLC & co-facilitators/co-producers: negotiate milestones & package rate <input type="checkbox"/> 2+ meetings with co-facilitator <input type="checkbox"/> Telephone/email contact negotiated between Facilitators/co-producers <input type="checkbox"/> Draft due: date decided at initial meeting <input type="checkbox"/> Final due – date decided at initial meeting <input type="checkbox"/> Update material based on pilot evaluation & facilitator reflections
4 hour/half day course	\$400	<input type="checkbox"/> Initial meeting w DCLC & co-facilitators/co-producers: negotiate milestones & package rate <input type="checkbox"/> 2+ meetings with co-facilitator/co-producer <input type="checkbox"/> Telephone/email contact negotiated between Facilitators/co-producers <input type="checkbox"/> Draft due: date decided at initial meeting <input type="checkbox"/> Final due: date decided at initial meeting <input type="checkbox"/> Update material based on pilot evaluation & facilitator reflections
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8-hour course 4 x 2hrs 2 x 4hrs	\$560	<input type="checkbox"/> Initial meeting w DCLC & co-facilitators/co-producers: negotiate milestones & package rate <input type="checkbox"/> 3 + meetings with co-facilitator/co-producer <input type="checkbox"/> Regular telephone/email contact negotiated between Facilitators/co-producers

		<input type="checkbox"/> Draft due: date decided at initial meeting <input type="checkbox"/> Final due: date decided at initial meeting <input type="checkbox"/> Update material based on pilot evaluation & facilitator reflections
10-hour course 5 x 2hrs 2 x 5hrs	\$640	<input type="checkbox"/> Initial meeting w DCLC & co-facilitators/co-producers: negotiate milestones & package rate <input type="checkbox"/> 4 + meetings with co-facilitator/co-producer <input type="checkbox"/> Regular telephone/email contact negotiated between Facilitators/co-producers <input type="checkbox"/> Draft due: date decided at initial meeting <input type="checkbox"/> Final due: date decided at initial meeting <input type="checkbox"/> Update material based on pilot evaluation & facilitator reflections
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Contractor Rates for Course Delivery & Meeting Attendance					
	Full Day	Half Day	3hrs	2hrs	1hr
Member of a meeting or co-production workshop	N/A	\$92	\$75	\$55	\$30
Facilitator of co-production workshop	\$240	\$150	\$120	\$90	\$50
Recovery Educator course facilitation Expert by Profession & Expert by Experience	\$240	\$150	\$120	\$90	\$64