SERVICE AGREEMENT

Between the

Mid North Coast (NSW)

Division of General Practice Ltd

A.B.N. XXX

Suite 2, Level 1,
92-96 Harbour Drive,
Coffs Harbour NSW 2450
Ph: 02 6651 5774 Fax: 02 6651 5781

and

XXX

THIS Agreement is made

BETWEEN the

Mid North Coast Division (NSW) of General Practice Ltd (ABN XXX) having its registered office at Suite 2, 92-96 Harbour Drive, Coffs Harbour, NSW 2450

and XXX

RECITALS:

1. The Commonwealth Department of Health and Ageing has funded 8 National Pilot Rural Palliative Care Programs which are auspiced at a National Level by the Australian General Practice Network.
2. The Mid North Coast (NSW) Division of General Practice Ltd, manages one of the National pilot programs, known as the The Mid North Coast Rural Palliative Care Project (MNCRPCP).
3. Over the past three years, the Mid North Coast Rural Palliative Care Project has developed a toolkit of Rural Palliative Care resources that is now available for dissemination to the public, other service providers and Divisions of General Practice from the MNCDGP website.
4. The MNCRPCP has also pioneered the development and delivery of tailored Palliative Care learning and development Courses for health care providers across the care continuum, covering Aged Care, Area Health and Private nursing staff, GPs and other providers. The education component of this program has been very successful and further development of this learning and development program will provide a model for replication for other Divisions of General Practice within Australia.
5. The Australian General Practice Network is contracted by the Commonwealth Department of Health and Ageing to develop a plan for the rollout of Rural Palliative Care programs via Divisions nationwide. As part of this process the Division will support the AGPN in this process by the establishment of a formal Palliative Care education program focused upon Advanced Care Planning (until 30 June, 2006) coordinated by the XXX who will act as a resource person under the Rural Palliative Care Program.
6. According to the terms of this Agreement, the Division will engage XXX to plan and deliver an Advanced Care Planning Education workshop and act us a resource person to responding to inquiries from the AGPN.
7. All parties to this agreement agree to be bound by Guidelines issued by the Department of Health & Ageing, including privacy and intellectual property provisions.

THE PARTIES AGREE as follows:

AGREEMENT TO PROVIDE PALLIATIVE CARE EDUCATION SERVICES

SERVICES TO BE PROVIDED BY XXX TO THE MID NORTH COAST (NSW) DIVISION OF GENERAL PRACTICE LTD.

1. Provide the Services of XXX, to plan, coordinate and deliver education outcomes and act as a resource person for the Australian General Practice Network in accordance with the following Program deliverables and budget items.

2. Develop and implement an Advanced Care Planning education workshop in accordance with the following specifications and budget.

3. Respond to reasonable inquiries from the Australian General Practice Network commiserate with the program budget relating to the development, delivery and outcomes of the above mentioned education program activities.

4. Contribute and refer to the Mid North Coast Palliative Care website to provide appropriate response to inquiries from the Australian General Practice Network relating to the Palliative Care Education Program and Integration of Link Nurses source documentation.

5. Reporting of service outcomes in accordance with a reporting template and performance schedule to be provided by the Mid North Coast (NSW) Division of General Practice Ltd.

6. Full program plan to be developed by 15th January, 2006

SERVICES TO BE PROVIDED BY THE MID NORTH COAST (NSW) DIVISION OF GENERAL PRACTICE LTD., TO COFFS CATHOLIC CARE

1. Payment of XX (GST inclusive) in total made in instalments on production of a tax invoice in accordance with the program plan deliverables and budget
2. Provide a functional Mid North Coast Palliative Care Website containing all relevant source documentation for the Palliative Care Education Program activities
3. Support the coordination and promotion of the Education Program activities to be performed according to the terms of this agreement
4. Liaise with the Australian General Practice Network to facilitate appropriate responses to inquiries relating to the delivery of activities outlined in this agreement.
5. Program reporting templates and assistance.

Dispute Resolution

1. *If a dispute arises in relation to the discharge of responsibilities outlined in this agreement and the parties to this service agreement cannot agree then in the first instance the matter is to be referred to the Director of XX and*

the Chief Executive Officer of the MNCDGP to seek a wise resolution.

2. *If an agreement cannot be achieved, then the matter is to be referred to the Executive Officer/Director of XXX and the Chief Executive Officer of the MNCDGP for resolution.*
3. *In the event that a compromise cannot be reached then the matter is to be referred to an arbitrator as appointed by the Institute of Arbitrators Australia with the costs of, and incidental to, the arbitration being awarded at the discretion of the arbitrator.*

Terms of Agreement

The service agreement will commence upon the signing of this letter of offer and conclude on 30 June, 2007.

PAYMENT TERMS: Fortnightly payment of instalments as salary according to production of time sheet recording hours worked.

We, the undersigned, agree to provide the abovementioned services and discharge all responsibilities in accordance with the conditions as outlined in this agreement.

Signed:…….. Date:…….

XXXXX

Signed:…… Date:…….

Peter Spence
Chief Executive Officer
Mid North Coast (NSW) Division of General Practice Ltd.