



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA



DEPARTMENT OF CORRECTIONAL SERVICES

herein represented by

Mr Dumisani Johnson Makhaye in his capacity as

**Regional Head Corporate Services of the Department of
Correctional Services: KwaZulu-Natal (Herein referred as
Department)**

AND

Hospice Palliative Care Association Of South Africa (HPCA)

Herein represented by

**Dr Liz Gwyther in her capacity as CEO Hospice Palliative Care Association
(herein referred as HPCA)**

1. DEFINITIONS

- **SLA:** Service Level Agreement
- **DCS:** Department of Correctional Services
- **KZN:** KwaZulu-Natal Region
- **HPCA:** Hospice Palliative Care Association
- **Comcor:** Community Corrections
- **Inmates:** Offenders, Awaiting Trial Detainees (ATDs) and accompanying Child of a female offender.
- **Care Giver:** Offender or ATD volunteer
- **Palliative Care:** It is an approach that improves the quality of life of patients and their families facing problems associated with life threatening illness, through the prevention and relief of suffering by means of early identification and impeccable assessment and treatment of pain and other problems, physical, psychological and the spiritual.

2. AIMS AND OBJECTIVES OF THE SERVICE LEVEL AGREEMENT

The purpose of this SLA is to clearly identify the roles and responsibilities of each party as they relate to the implementation of Palliative Care in KZN Correctional Facilities. Pietermaritzburg Med A and Durban Med B have been identified as pilot sites for the introduction of Palliative Care in DCS KZN, with an understanding that once the pilot exercise is successfully completed palliative care will be rolled out to other centres through the region where possible, this is only after there is a mutual agreement between the two Parties of the success of the pilot project in Durban and Pmburg.

The pilot project will run for a period of 12 months starting on the date of signing of this SLA by both parties.

The ultimate goal of this project is to offer palliative care to offenders, awaiting trial detainees and the accompanying child of a female offender through offering training,

mentorship of health care providers and care givers with a view of relieving pain and improving comfort to patients in a correctional facility setup.

The partnership also seek to address effective and efficient referral of patients to palliative care providers should they be released or placed out on medical grounds back to the community through Community Corrections.

3. GENERAL

- a. Hospice is a non-profit organization whose expertise lies in the promotion of quality in life, dignity in death and support in bereavement to all living with a life-threatening illness by supporting member hospices and partner organizations.
- b. Hospice has over the years evolved to promoting patient care within a family environment as opposed to admitting patients at the hospice centres.
- c. The services rendered by Hospice to patients are free of charge, except when there is training and sometimes mentorship, that is going to be provided to another organization and the rates are calculated specifically to cover costs involved.
- d. The Department of Correctional Services is has initiated a program to provide palliative care to inmates accommodated in its facilities with life threatening medical condition or terminal illness.
- e. DCS is responsible for safe custody and rehabilitation of inmates legally placed under its care; such also include humane treatment of all inmates through the adequate provision of health care services.

- f. The Parties to this agreement seek to jointly implement palliative care program to benefit all inmates who qualify for such a program in the region.
- g. This SLA records the understanding and the relationship between the parties, including the outline of the roles and responsibilities between each party.
- h. The Parties undertake to treat each other with the utmost faith and to work together, share all relevant information in order to maximize the effectiveness of any combined efforts.
- i. The Parties wish to state their commitment to work together to further enhance provisioning of palliative care to deserving offenders in the region.
- j. This SLA replaces any previous written or verbal agreement or contract entered into by DCS and HPCA
- k. Programs/ services provided by HPCA in accordance with this agreement will not constitute an employment relationship with DCS.

4. ROLES AND RESPONSIBILITIES

The roles and responsibilities undertaken by each of the participants to this SLA are set forth below.

4.1. DEPARTMENT OF CORRECTIONAL SERVICES: KZN

- The creation and maintenance of hospice programs in Correctional Facilities.
- Development of specific policies and procedures for palliative care and hospice care in a Correctional environment.
- The development of relevant standards.

- Facilitation of training for Correctional Services staff in palliative care appropriate to their role within Correctional Services.
- Establishment of multidisciplinary teams (management, nurses, social workers, medical practitioners, chaplains, psychologists, etc.) to be involved in palliative care.
- Identification of needs (patients and centres/units) for hospice and palliative care.
- Establishment of an effective referral mechanism to external facilities.
- Development of criteria for the identification of care givers and the areas of volunteering as well as their training.
- Development and implementation of discharge planning after consideration for release or placement on medical grounds.
- Ensure provision of palliative care drugs to appropriate patients.
- Granting of authority for HPCA and Hospice personnel when working in correctional services facilities

4.2. HOSPICE SOUTH AFRICA

- To facilitate and support the development of palliative care services in correctional services facilities through mentorship.
- To provide training of staff at Correctional Service facilities.
- To provide input about the principles and practice of palliative care.
- To assist and support the development of policies, procedures and standards for palliative care in Correctional facilities.
- Assist in identifying key health statistics and conducting palliative care needs assessment in identified Correctional Service Facilities.
- Provide periodic reports, in form and substance to be agreed upon by the Parties, including the sharing of information on statistics and results.
- Facilitate the provision of bereavement services in Correctional Services facilities.
- Comply with the DCS set standards, procedures and security issues.

5. FINANCIAL IMPLICATIONS.

DCS will be responsible to raise funds amounting to R29 245.43 for the training of 20 officials on the Introduction to Palliative Care.

DCS will also be responsible for providing the venue for the above mentioned training, accommodation and transportation costs of its officials for the said training.

6. GOVERNING LAW

This SLA shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

7. DISPUTE RESOLUTION

7.1 Should any dispute arise between the parties to this agreement with regard to the interpretation, the carrying into effect and implementation of any one or more of the provisions of this agreement, any of the rights and obligations of either party arising from the agreement, termination or purport termination of or arising from the termination of , or the rectification of the agreement, or out of pursuant to this agreement, or any other matter which in terms of this agreement requires agreement by parties, the DCS and HPCA shall, in the first instance, attempt to come to an agreement in relation to any such dispute by consultation and negotiation in good faith,

7.2 The party declaring the dispute shall notify the other party in writing thereof setting the nature of dispute, reason for dispute as well as proposed terms of

settlement,

- 7.3. The Deputy Regional Commissioner will arrange a meeting between the parties in conflict with the view of amicably resolving the conflict within 30 working days after it has been lodge,
- 7.4. The parties may mutually agree to hold further meetings to try and resolve the dispute,
- 7.5. Should the parties fail to resolve the dispute at the meeting or meeting envisaged in sub clause 7.3 above, the parties may by mutual agreement within 5 working days refer the dispute to independent Mediator chosen by parties,
- 7.6. Should the dispute referred to mediation and it fail to resolve the dispute, and then either party may refer the dispute to any competent court having a jurisdiction.

8. AMENDMENT AND VARIATION

All parties to this agreement have the right to review the terms and conditions of this agreement. Any amendment, may be implemented after consensus has been reached. No amendment/ alteration in any respect of any of such terms shall be of any force or effect unless such alteration is in writing and signed by or on behalf of each of the parties to this agreement, and will be an addendum to this agreement..

9. WAIVER CLAUSE.

No waiver by party of any right under this agreement shall be effective unless reduced in writing and signed by or on behalf of all the parties.

10. DISCLOSURE OF INFORMATION

- 10.1. Disclosure of any information by HPCA is governed by the stipulations of the Correctional Services Act (Act 111 of 1998 as amended) and the provisions of the Promotion of Access to Information Act (Act 2 of 2000)
- 10.2. HPCA is not entitled to disclose any confidential information, make a public statement or issue a press release without the prior written approval of the Department of Correctional Services.
- 10.3. HPCA shall not, during the term of the Agreement and thereafter, without the prior written consent of the Department, disclose any confidential information, dispense, or disseminate any data, publication, documents, recording which may either be mechanical or electronic relating to the Department and the services, to anyone other than persons authorised by the Department.

11. TERMINATION

- 11.1. Upon the termination of this SLA for whatever reason, the Parties agree to cooperate to conclude an orderly termination of their relationship.
- 11.2. A thirty (30) prior notice by one Party on the intention to terminate the partnership and reasons thereof will have to be afforded to the other Party.
- 11.3. Should one of the parties fail to achieve their obligations and or standards the other party can terminate the partnership, but only after complying with paragraph 7 above pertaining to Dispute Resolution.
- 11.4. A closure report for termination will have to be prepared by both parties.

12. INDEMNITY

12.1. An indemnity form, as attached, must be completed by the Service Provider before any service/ program could be rendered. The service provider must also take note of the requirements as stipulated in attached Annexure – *How to conduct yourself while in the correctional facility.*

12.2. Each party acknowledges in entering into this SLA that it does not do so on the basis of, and does not rely on any interpretation.

13. INTELLECTUAL PROPERTY

All intellectual property rights owned by a party, including all modifications made to such intellectual property right by such party shall at all times remain the sole property of that party and neither party shall acquire any rights, title or interest of any kind in any intellectual property by the other party.

14. BREACH OF CONTRACT.

No claim may be instituted against either party arising from the terms of this agreement or performance by the parties in terms of this agreement unless dispute resolution proceedings are instituted in terms of this agreement by either party within (1) one year of such purported cause of action arises.

15. DOMICILIUM ADDRESS AND NOTICES.

Any notice in terms of the SLA may be hand delivered to the physical address of the Parties, in which event proof of acknowledgement shall be endorsed upon the copy of the notice, or maybe sent by registered mail to the nominated address of the Parties.

The Correctional Services chooses for the purpose of this SLA their domicilium citandi et excutandi as follows:

**Street Address: No. 1 Eugene Marais Road
Napierville
Pietermaritzburg
3201**

**Postal Address: P/Bag x 9126
Pietermaritzburg
3200**

The Hospice Palliative Care Association for the purpose of this SLA its domicillium citandi et executandi as follows:

**Street Address: 11a Lonsdale Building
Lonsdale Way
Pinelands
Cape Town
7430**

**Postal Address: P.O. Box 38785
Pinelands
Cape Town
7405**

16. EFFECTIVE DATE AND SIGNATURE

This SLA will come into effect upon the signature of Participants

Signed at Washville on this 22nd day of October 2009


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Acting for and on Behalf of DCS

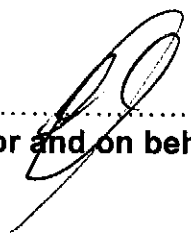
As Witnesses:

1. K. M. Mabena
.....
Full Name
K. M. Mabena
.....
Signature

2. MA MOWETYE
.....
Full Name
MA MOWETYE
.....
Signature

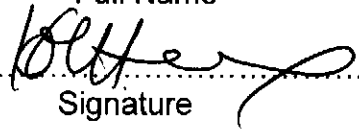
3. D. MOHAN
.....
Full Name
D. MOHAN
.....
Signature

Signed at Westville on this 22nd day of October 2009

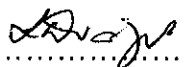

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Acting for and on behalf of HPCA

As Witnesses:

1. KATHY BOUTENNING
Full Name


Signature

2. Lesky van Zyl
Full Name


Signature

3. RAREN HINTON
Full Name


Signature