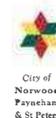




# Board of Management

19 February 2025



local councils working together to protect the health of the community





**EASTERN HEALTH AUTHORITY  
BOARD OF MANAGEMENT MEETING**

**WEDNESDAY 19 February 2025**

Notice is hereby given that a meeting of the Board of Management of the Eastern Health Authority will be held at Eastern Health Authority Offices, 101 Payneham Road, St Peters on Wednesday 19 February 2025 commencing at 6:30 pm.

A light meal will be served from 5:45 pm.

A handwritten signature in black ink, appearing to read 'M. Livori', is positioned above the printed name of the Chief Executive Officer.

**MICHAEL LIVORI  
CHIEF EXECUTIVE OFFICER**



# **AGENDA**

## **EASTERN HEALTH AUTHORITY BOARD OF MANAGEMENT MEETING**

**WEDNESDAY 19 February 2025**

**Commencing at 6:30 pm**

**1 Opening**

**2 Acknowledgement of Traditional Owners**

We acknowledge this land that we meet on today is the traditional land of the Kurna People and that we respect their spiritual relationship with their country.

**3 Opening Statement**

We seek understanding and guidance in our debate, as we make decisions for the management of the Eastern Health Authority, that will impact the public health on those that reside, study, work in and visit the constituent councils that the Eastern Health Authority Charter provides services to.

**4 Apologies**

**5 Minutes**

Recommendation

That the minutes of the meeting of the Board held on Wednesday 6 November 2024 as printed and circulated be taken as read and confirmed.

**6 Matters arising from the minutes**

## Agenda Continued

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### **10 Closure of Meeting**



## **EASTERN HEALTH AUTHORITY**

Minutes of the Meeting of the Board of Management of Eastern Health Authority (EHA) held at EHA Offices, 101 Payneham Road, St Peters on 6 November 2024 commencing at 6:30pm.

### **MEMBERS PRESENT:**

Cr S Whittington, Cr K Moorhouse	Norwood, Payneham & St Peters
Cr P Cornish, Cr L Henschke	Burnside
Cr M Noble, M Hammond	Campbelltown
Cr K Barnett, Cr T Nguyen	Prospect
Cr J Nenke, Cr J Allanson (via telephone)	Corporation of the Town of Walkerville

### **In attendance:**

M Livori	Chief Executive Officer
N Conci	Team Leader Environmental Health
M Gibbs	Acting Senior Environmental Health Officer

### **1 OPENING:**

The meeting was declared open by the Cr P Cornish at 6:30 pm.

### **2 ACKNOWLEDGEMENT OF TRADITIONAL OWNERS:**

We acknowledge this land that we meet on today is the traditional land of the Kurna People and that we respect their spiritual relationship with their country.

### **3 OPENING STATEMENT:**

We seek understanding and guidance in our debate, as we make decisions for the management of the Eastern Health Authority, that will impact the public health on those that reside, study, work in and visit the constituent councils that the Eastern Health Authority Charter provides services to.

### **4 APOLOGIES:**

Nil.

**5 CONFIRMATION OF MINUTES:**

Cr K Barnett moved:

The minutes of the meeting of the Board held on 28 August 2024 be taken as read and confirmed.

Seconded by Cr S Whittington

**CARRIED UNANIMOUSLY 1: 112024**

**6 MATTERS ARISING FROM THE MINUTES:**

Nil.

**7 ADMINISTRATION REPORT**

**7.1 FINANCE REPORT AND FIRST (SEPTEMBER 2024) BUDGET REVIEW FOR 2024/2025**

Cr S Whittington moved:

That:

1. The Finance Report and First (September 2024) Budget Review for 2024/2025 report be received.
2. The revised financial forecast for 2024/2025 is noted.

Seconded by Cr K Moorhouse

**CARRIED UNANIMOUSLY 2: 112024**

**7.2 EHA MANAGEMENT REPRESENTATIONS LETTER, INDEPENDENT AUDITOR'S REPORT AND INDEPENDENT AUDITOR'S BALANCE DATE AUDIT MANAGEMENT LETTER FOR YEAR ENDED 30 JUNE 2024.**

Cr L Henschke moved:

That:

1. The report regarding the Independent Auditor's Report and the External Audit Management Letter for year ending 30 June 2024 is received.

Seconded by Cr S Whittington

**CARRIED UNANIMOUSLY 3: 112024**

**8 INFORMATION REPORTS**

**8.1 ENVIRONMENTAL HEALTH ACTIVITY REPORT**

Cr K Moorhouse moved:

That:

1. The Environmental Health Activity Report is received.

Seconded by M Hammond

**CARRIED UNANIMOUSLY 4: 112024**

**8.2 IMMUNISATION**

Cr K Barnett moved:

That:

1. The Immunisation Services Report is received.

Seconded by Cr J Nenke

**CARRIED UNANIMOUSLY 5: 112024**

**9 CONFIDENTIAL ITEMS**

**9.1 USE OF EASTERN HEALTH AUTHORITY COMMON SEAL REPORT**

Cr J Nenke moved:

That:

**RECOMMENDATION 1**

1. Pursuant to Clause 3.10(b) of the Eastern Health Authority (EHA) Charter (and with reference to Section 90 of the Local Government Act 1999) the Board of Management (Board) orders that all members of the public, except the Chief Executive Officer, Team Leader Environmental Health and Acting Senior Environmental Health Officer be excluded from attendance at the meeting for Agenda Item 9.1 – Use of The Eastern Health Authority Common Seal Report.
2. The Board is satisfied that, pursuant to Section 90(3)(h) of the Local Government Act 1999, the information to be received, discussed or considered in confidence is namely:
  - legal advice from the Authority’s solicitors relating to the Supported Residential Facilities Act 1992

Accordingly, on this basis, the Board considers the principle that meetings of the Board should be conducted in a place open to the public has been outweighed by the need to keep the information or matter confidential.

Seconded by Cr T Nguyen

**CARRIED UNANIMOUSLY 6: 112024**

**RECOMMENDATION 3**

Cr K Barnett moved:

That:

1. In accordance with Clause 3.11(c) of the Eastern Health Authority Charter, the Board of Management orders that the Report relating to Eastern Health Authority Common Seal Report, all the relevant documentation and the Minutes arising from the Report, having been considered by the Board in confidence under Clause 3.10(b) of the Eastern Health Authority Charter (by virtue of Section 90(3)(h) of the Local Government Act 1999), be kept confidential and not available for public inspection.
2. The Board authorise the Chief Executive Officer to disclose the contents of the Report relating to Eastern Health Authority Common Seal Report, the minutes in respect of this item, and such other information as necessary to give effect to the Board's decision.

Seconded by Cr T Nguyen

**CARRIED UNANIMOUSLY**

**8: 112024**

**10 CORRESPONDENCE**

Letter to City of Norwood Payneham and St Peters in relation to the St Peters Complex lease agreement.

**11 OTHER BUSINESS**

**12 CLOSURE OF MEETING:**

The Chairperson, Cr P Cornish, declared the meeting closed at 7:50pm.

The foregoing minutes were printed and circulated to EHA Members and member Councils on 7 November 2024.

-----  
Cr P Cornish

**CHAIRPERSON**

## **7.1 ELECTION OF THE EASTERN HEALTH AUTHORITY BOARD OF MANAGEMENT CHAIR AND DEPUTY CHAIR**

Author: Michael Livori  
Ref: AF11/65

### **Summary**

Eastern Health Authority's (EHA) Charter requires a Chair and Deputy Chair to be elected at the first meeting of its Board of Management after a Local Government General Election and annually thereafter.

The Chief Executive Officer (CEO) must preside over the meeting until the matter of the selection of the Chair is decided.

### **Background**

The Local Government Association has developed Guidelines for Choosing a Chairperson (or Deputy Mayor, Deputy Chair) (The Guidelines). The Guidelines are provided as attachment 1.

Section 5 of the Guidelines (detailed below) specifically deals with the Presiding Member of a Board of Management of Council Subsidiaries.

"All subsidiaries, whether single Council subsidiaries or regional subsidiaries, are administered by a board of management whose membership is determined by the Council(s) and may consist of, or include, persons who are not members of the Council(s).

Clause 4(4) of Schedule 2 of the Act provides that a board member must be appointed to chair meetings of the Board of Management and that board members will preside at meetings of the Board of Management at which she/he is present.

The Council(s) may, when establishing a subsidiary and determining the membership of the board of management of the subsidiary, appoint a member as the presiding member. This may be specifically set out in the subsidiary's Charter. Alternatively, the Council may leave the appointment of the presiding member to the board of management and similarly make provision for this in the subsidiary's Charter. In such circumstances the members of the board of management should appoint one of its members to preside at the first meeting until a presiding member has been appointed, subject to any provisions in the subsidiary's Charter."

Clause 2.5 and 2.6 of EHA's Charter provides for the following in relation to the Chair of the Board of Management:

#### **2.5 *Chair of the Board***

**2.5.1** *A Chair and Deputy Chair shall be elected at the first meeting of the Board after a Periodic Election.*

**2.5.2** *The Chair and Deputy Chair shall hold office for a period of one year from the date of the election by the Board.*

2.5.3 *Where there is more than one nomination for the position of Chair or Deputy Chair, the election shall be decided by ballot.*

2.5.4 *Both the Chair and Deputy Chair shall be eligible for re-election to their respective offices at the end of their respective one year term.*

2.5.5 *If the Chair should cease to be a Board Member, the Deputy Chair may act as the Chair until the election of a new Chair.*

2.6 *Powers of the Chair and Deputy Chair*

2.6.1 *The Chair shall preside at all meetings of the Board and, in the event of the Chair being absent from a meeting, the Deputy Chair shall preside. In the event of the Chair and Deputy Chair being absent from a meeting, the Board Members present shall appoint a member from amongst them, who shall preside for that meeting or until the Chair or Deputy Chair is present.*

2.6.2 *The Chair and the Deputy Chair individually or collectively shall have such powers as may be decided by the Board.*

Appendix 4 of the Guidelines provides information in relation to qualities to consider when choosing a Chair.

### **Report**

As EHA is currently constituted, it is required to choose a Chair as its principal member and a Deputy Chair. These persons must be chosen from amongst the members of the Board of Management.

At the Board of Management meeting held on 21 February 2024 the following was resolved.

M Hammond moved:

That:

1. The Election of the EHA Board of Management Chair and Deputy Chair report is received.
2. The term of office for the position of Chair and Deputy Chair of EHA is 1 year in accordance with clause 2.5.2 of the EHA Charter.
3. EHA determines that the method of choosing a Chair and Deputy Chair be by an election process.
4. The method of election is by secret ballot.
5. EHA adopt a first past the post method of voting.
6. The CEO be appointed Returning Officer for the election.

7. If at any stage during the process, there is an equal number of votes the Returning Officer will decide the issue by the drawing of lots. The name of the candidate/s withdrawn will be the one/s excluded from the ballot.
8. Upon the completion of the election, the Returning Officer be authorised to declare the successful candidate elected to the position of Chair and Deputy Chair.
9. Upon the declaration of the Returning Officer the candidate is appointed to the position of Chair and Deputy Chair respectively for the term of office determined by this resolution.

Seconded by Cr S Whittington

**CARRIED UNANIMOUSLY 2: 022024**

Following this resolution, The CEO called for nominations for the position of Chair. Cr K Moorhouse nominated Cr P Cornish, who indicated acceptance of the nomination. As no further nominations were received, the CEO announced that Cr P Cornish had been elected to the position of Chair.

The CEO called for nominations for the position of Deputy Chair. Cr S Whittington nominated Cr K Moorhouse, who accepted the nomination. As no further nominations were received, the CEO announced that Cr K Moorhouse had been elected to the position of Deputy Chair.

## **RECOMMENDATION**

That:

1. The Election of the EHA Board of Management Chair and Deputy Chair report is received.
2. The term of office for the position of Chair and Deputy Chair of EHA is 1 year in accordance with clause 2.5.2 of the EHA Charter.
3. EHA determines that the method of choosing a Chair and Deputy Chair be by an election process.
4. The method of election is by secret ballot.
5. EHA adopt a first past the post method of voting.
6. The CEO be appointed Returning Officer for the election.

7. If at any stage during the process there is an equal number of votes the Returning Officer will decide the issue by the drawing of lots. The name of the candidate/s withdrawn will be the one/s excluded from the ballot.
8. Upon the completion of the election, the Returning Officer be authorised to declare the successful candidate elected to the position of Chair and Deputy Chair.
9. Upon the declaration of the Returning Officer the candidate is appointed to the position of Chair and Deputy Chair respectively for the term of office determined by this resolution.

**7.2 FINANCE REPORT AND SECOND (DECEMBER 2024) BUDGET REVIEW FOR 2024/2025**

Author: Michael Livori

Ref: AF24/26

**Summary**

So that members can ensure that Eastern Health Authority (EHA) is operating according to its adopted budget, financial performance is regularly monitored, and statutory budget reviews are considered.

In accordance with regulation 9 of the *Local Government (Financial Management) Regulations 2011*,

- (1) *A council, council subsidiary or regional subsidiary must prepare and consider the following reports:*
- (a) *at least twice, between 30 September and 31 May (both dates inclusive) in the relevant financial year (where at least 1 report must be considered before the consideration of the report under sub regulation (1)(b), and at least 1 report must be considered after consideration of the report under sub regulation (1)(b))—a report showing a revised forecast of its operating and capital investment activities for the relevant financial year compared with the estimates for those activities set out in the budget presented in a manner consistent with the note in the Model Financial Statements entitled Uniform Presentation of Finances;*
  - (b) *between 30 November and 15 March (both dates inclusive) in the relevant financial year—a report showing a revised forecast of each item shown in its budgeted financial statements for the relevant financial year compared with estimates set out in the budget presented in a manner consistent with the Model Financial Statements.*

This report provides the second of the budget reviews required in accordance with regulation 9 (1) and relates to the financial performance of EHA between 1 July 2024 and 31 December 2024. It provides the opportunity to amend the adopted budget in line with revised projections of income and expenditure for the 2024/2025 financial year.

**Report**

The report below gives a simple analysis of year-to-date income, expenditure, and operating result.

<b>Eastern Health Authority - Financial Statement (Level 3)</b>				
<b>1 July 2024 to 31 December 2024</b>				
	<b>Actual</b>	<b>Budgeted</b>	<b>\$ Variation</b>	<b>% Variation</b>
<b>Total Operating Expenditure</b>	\$1,277,500	\$1,397,578	(\$120,078)	-9%
<b>Total Operating Income</b>	\$2,326,855	\$2,350,537	(\$23,682)	-1%
<b>Operating Result</b>	\$1,049,355	\$952,959	\$96,396	10%

The report shows that for the reporting period income was \$23,682 (-1%) less than budgeted and expenditure was \$120,078 (-9%) less than budgeted. The net result is a variation of \$96,396 (10%) on the budgeted year to date comparative operating result.

A more detailed report is provided as attachment 1. The report provides detail on year to date performance of individual budget lines. Any YTD variation greater than \$5,000 is detailed in the table below with explanatory comments.

The 2024/2025 budget is provided as attachment 2.

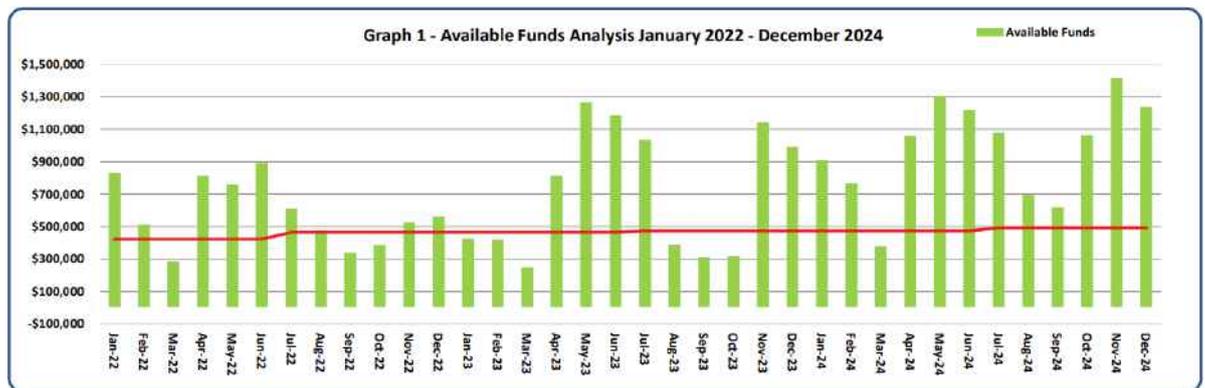
Summary Table of Funding Statement Variations				
Favourable variances are shown in green and unfavourable variances are shown in red.				
Description	YTD Budget	YTD Actual	Variation	Comment
<b>Income</b>				
Fines and Expiations	\$19,998	\$10,945	(\$9,053)	Decrease in YTD expiations issued. No variation requested at this point in time.
Food Auditing	\$57,486	\$33,801	(\$23,685)	Scheduled Timing of Audits. No variation requested at this point in time.
Interest	\$10,998	\$26,924	\$15,926	Increase in interest received. (\$15K) variation requested
<b>Total of Income Variations Requested</b>				<b>(\$15K)</b>
<b>Expenditure</b>				
Employee Costs	\$914,992	\$808,273	(\$106,719)	Time in filling vacant positions. (\$60K) variation requested.
Audit and Accounting	\$13,250	\$33,270	\$20,020	Finance Support Services. \$40K variation requested.
Maintenance	\$17,996	\$17,496	(\$500)	Replacement Equipment – vaccine fridges and UPS \$35K variation requested.
<b>Total of Expenditure Variations Requested</b>				<b>(\$15K)</b>
<b>Net Result of Variation Requested</b>				<b>\$0K</b>

## Cash Management

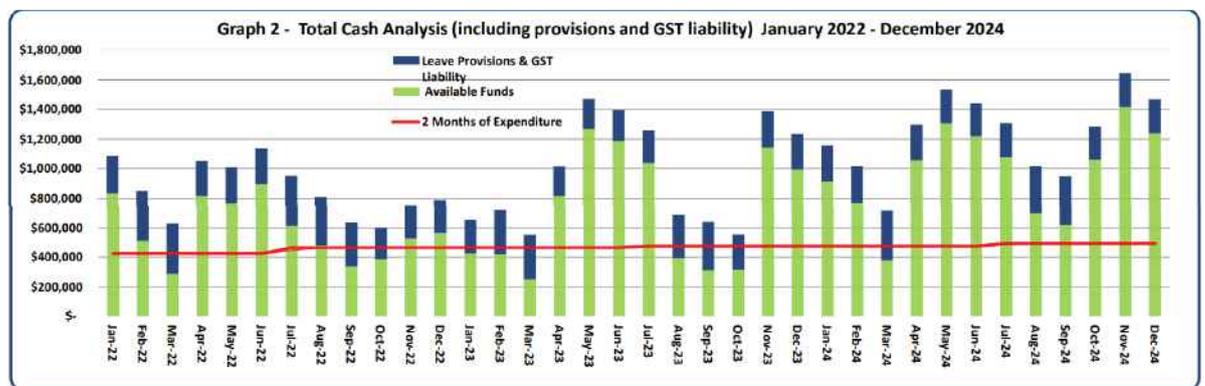
On 31 December 2024 available funds were \$576,978 in comparison with \$1,238,557 on 30 September 2024.

The red line in both graphs 1 and 2 below indicates the target minimum levels of cash that are recommended to be held for working capital (equivalent to 2 months expenditure). The graphs show that the lowest levels of cash available in the annual cash cycle have generally maintained this target.

Graph 1 which follows details the level of available funds (total cash minus leave provisions and GST liability) for the preceding 3-year period.



Graph 2 below details the total level of cash on hand including leave provisions and GST liability.



## RECOMMENDATION

That:

1. The Finance Report and Second (December 2024) Budget Review Report for 2024/2025 be received.

<b>Eastern Health Authority - Financial Statement (Level 3)</b>				
<b>1 July 2024 to 31 December 2024</b>				
<b>Income</b>	<b>Actual</b>	<b>Budgeted</b>	<b>\$ Variation</b>	<b>% Variation</b>
<b>Constituent Council Income</b>				
City of Burnside	\$588,959	\$588,959	\$0	0%
City of Campbelltown	\$530,383	\$530,383	\$0	0%
City of NPS	\$641,814	\$641,814	\$0	0%
City of Prospect	\$248,997	\$248,997	\$0	0%
Town of Walkerville	\$83,947	\$83,947	\$0	0%
<b>Total Constituent Council Contributions</b>	<b>\$2,094,100</b>	<b>\$2,094,100</b>	<b>\$0</b>	<b>0%</b>
<b>Statutory Charges</b>				
Food Inspection fees	\$59,990	\$64,865	(\$4,875)	-8%
Legionella registration and Inspection	\$1,192	\$4,248	(\$3,056)	-72%
SRF Licenses	\$0	\$0	\$0	N/A
Fines & Expiation Fees	\$10,945	\$19,998	(\$9,053)	-45%
<b>Total Statutory Charges</b>	<b>\$72,127</b>	<b>\$89,111</b>	<b>(\$16,984)</b>	<b>-19%</b>
<b>User Charges</b>				
Immunisation: Service Provision	\$38,500	\$39,250	(\$750)	-2%
Immunisation: Clinic Vaccines	\$40,782	\$42,498	(\$1,716)	-4%
Immunisation: Worksites Vaccines	\$0	\$0	\$0	N/A
Immunisation: Clinic Service Fees	\$3,476	\$0	\$3,476	N/A
Food Auditing	\$33,801	\$57,486	(\$23,685)	-41%
Food Safety Training				
<b>Total User Charges</b>	<b>\$116,559</b>	<b>\$139,234</b>	<b>(\$22,675)</b>	<b>-16%</b>
<b>Grants, Subsidies, Contributions</b>				
Immunisation School Program	\$0	\$0	\$0	N/A
Immunisation:ACIR	\$16,722	\$13,596	\$3,126	23%
<b>Total Grants, Subsidies, Contributions</b>	<b>\$16,722</b>	<b>\$13,596</b>	<b>\$3,126</b>	<b>23%</b>
<b>Investment Income</b>				
Interest on investments	\$26,924	\$10,998	\$15,926	145%
<b>Total Investment Income</b>	<b>\$26,924</b>	<b>\$10,998</b>	<b>\$15,926</b>	<b>145%</b>
<b>Other Income</b>				
Sundry Income	\$423	\$3,498	(\$3,075)	-88%
<b>Total Other Income</b>	<b>\$423</b>	<b>\$3,498</b>	<b>(\$3,075)</b>	<b>-88%</b>
<b>Total Income</b>	<b>\$2,326,855</b>	<b>\$2,350,537</b>	<b>(\$23,682)</b>	<b>-1%</b>

<b>Eastern Health Authority - Financial Statement (Level 3)</b>				
<b>1 July 2024 to 31 December 2024</b>				
<b>Expenditure</b>	<b>Actual</b>	<b>Budgeted</b>	<b>\$ Variation</b>	<b>% Variation</b>
<b>Employee Costs</b>				
Salaries & Wages	\$808,273	\$914,992	(\$106,719)	-12%
Superannuation	\$88,818	\$104,494	(\$15,676)	-15%
Workers Compensation	\$10,520	\$10,000	\$520	5%
Employee Leave - LSL Accruals	\$32,563	\$21,000	\$11,563	55%
Medical Officer Retainer	\$0	\$1,500	(\$1,500)	-100%
<b>Total Employee Costs</b>	<b>\$940,174</b>	<b>\$1,051,986</b>	<b>(\$111,812)</b>	<b>-11%</b>
<b>Prescribed Expenses</b>				
Auditing and Accounting	\$33,270	\$13,250	\$20,020	151%
Insurance	\$33,561	\$31,500	\$2,061	7%
Maintenance	\$17,496	\$17,996	(\$500)	-3%
Vehicle Leasing/maintenance	\$38,654	\$40,992	(\$2,338)	-6%
<b>Total Prescribed Expenses</b>	<b>\$122,982</b>	<b>\$103,738</b>	<b>\$19,244</b>	<b>19%</b>
<b>Rent and Plant Leasing</b>				
Electricity	\$4,936	\$7,998	(\$3,062)	-38%
Plant Leasing Photocopier	\$1,341	\$1,200	\$141	12%
Rent	\$58,611	\$60,000	(\$1,389)	-2%
Water	\$0	\$150	(\$150)	-100%
Gas	\$0	\$1,350	(\$1,350)	-100%
<b>Total Rent and Plant Leasing</b>	<b>\$64,887</b>	<b>\$70,698</b>	<b>(\$5,811)</b>	<b>-8%</b>
<b>IT Licensing and Support</b>				
IT Licences	\$29,073	\$27,000	\$2,073	8%
IT Support	\$25,262	\$27,502	(\$2,240)	-8%
Internet	\$3,094	\$3,000	\$94	3%
IT Other	\$189	\$996	(\$807)	-81%
<b>Total IT Licensing and Support</b>	<b>\$57,618</b>	<b>\$58,498</b>	<b>(\$880)</b>	<b>-2%</b>
<b>Administration</b>				
Administration Sundry	\$6,137	\$4,998	\$1,139	23%
Accreditation Fees	\$2,240	\$1,998	\$242	12%
Board of Management	\$2,833	\$6,000	(\$3,167)	-53%
Bank Charges	\$2,104	\$2,496	(\$392)	-16%
Public Health Sundry	\$1,190	\$2,496	(\$1,306)	-52%
Fringe Benefits Tax	\$7,240	\$7,000	\$240	3%
Legal	\$5,122	\$9,996	(\$4,874)	-49%
Printing & Stationery & Postage	\$11,190	\$10,998	\$192	2%
Telephone	\$9,577	\$9,000	\$577	6%
Occupational Health & Safety	\$2,714	\$5,504	(\$2,790)	-51%
Staff Amenities	\$751	\$2,496	(\$1,745)	-70%
Staff Training	\$6,342	\$6,000	\$342	6%
Human Resource Sundry	\$3,181	\$7,682	(\$4,501)	-59%
<b>Total Administration</b>	<b>\$60,622</b>	<b>\$76,664</b>	<b>(\$16,042)</b>	<b>-21%</b>

<b>Eastern Health Authority - Financial Statement (Level 3)</b>				
<b>1 July 2024 to 31 December 2024</b>				
<b>Immunisation</b>				
Immunisation SBP Consumables	\$9,134	\$4,998	\$4,136	83%
Immunisation Clinic Vaccines	\$23,074	\$30,000	(\$6,926)	-23%
Immunisation Worksite Vaccines	\$0	\$0	\$0	N/A
<b>Total Immunisation</b>	<b>\$32,208</b>	<b>\$34,998</b>	<b>(\$2,790)</b>	<b>-8%</b>
Income Protection	(\$1,598)	\$0	(\$1,598)	N/A
<b>Total Uniforms/Income protection</b>	<b>(\$1,598)</b>	<b>\$0</b>	<b>(\$1,598)</b>	<b>0%</b>
<b>Sampling</b>				
Legionella Testing	\$608	\$996	(\$388)	-39%
<b>Total Sampling</b>	<b>\$608</b>	<b>\$996</b>	<b>(\$388)</b>	<b>-39%</b>
<b>Total Materials, contracts and other expenses</b>	<b>\$1,277,500</b>	<b>\$1,397,578</b>	<b>(\$120,078)</b>	<b>-9%</b>
<b>Total Operating Expenditure</b>	<b>\$1,277,500</b>	<b>\$1,397,578</b>	<b>(\$120,078)</b>	<b>-9%</b>
<b>Total Operating Income</b>	<b>\$2,326,855</b>	<b>\$2,350,537</b>	<b>(\$23,682)</b>	<b>-1%</b>
<b>Operating Result</b>	<b>\$1,049,355</b>	<b>\$952,959</b>	<b>\$96,396</b>	<b>10%</b>

EASTERN HEALTH AUTHORITY STATEMENT OF COMPREHENSIVE INCOME					
FOR THE YEAR ENDING 30 June 2025					
AUDITED RESULT 2023/2024		ADOPTED BUDGET 2024/2025	SEPTEMBER REVIEW	DECEMBER REVIEW	REVISED BUDGET 2024/2025
	<u>INCOME</u>				
1,970,200	Council Contributions	2,094,100	-	-	2,094,100
152,387	Statutory Charges	180,300	-	-	180,300
414,731	User Charges	400,500	-	-	400,500
249,436	Grants, subsidies and contributions	249,000	-	-	249,000
37,380	Investment Income	22,000	-	15,000	37,000
913	Other Income	7,000	-	-	7,000
2,825,047	<b>TOTAL INCOME</b>	2,952,900	-	15,000	2,967,900
	<u>EXPENSES</u>				
1,847,846	Employee Costs	2,104,000	-	(60,000)	2,044,000
636,970	Materials, contracts and other expenses	800,900	-	75,000	875,900
36,923	Finance Charges	-	-	-	-
175,901	Depreciation	48,000	-	-	48,000
2,697,640	<b>TOTAL EXPENSES</b>	2,952,900	-	15,000	2,967,900
127,407	Operating Surplus/(Deficit)	-	-	-	-
(5,287)	Net gain (loss) on disposal of assets	-	-	-	-
122,120	Net Surplus/(Deficit)	-	-	-	-
122,120	<b>Total Comprehensive Income</b>	-	-	-	-

EASTERN HEALTH AUTHORITY STATEMENT OF CASH FLOWS					
FOR THE YEAR ENDING 30 June 2025					
AUDITED RESULT 2023/2024		ADOPTED BUDGET 2024/2025	SEPTEMBER REVIEW	DECEMBER REVIEW	REVISED BUDGET 2024/2025
	<b>CASHFLOWS FROM OPERATING ACTIVITIES</b>				
	Receipts				
1,970,200	Council Contributions	2,094,100	-	-	2,094,100
152,387	Fees & other charges	180,300	-	-	180,300
414,731	User Charges	400,500	-	-	400,500
37,380	Investment Receipts	22,000	-	15,000	37,000
249,436	Grants utilised for operating purposes	249,000	-	-	249,000
81,777	Other	7,000	-	-	7,000
	Payments				
(1,854,725)	Employee costs	(2,104,000)	-	60,000	(2,044,000)
(556,887)	Materials, contracts & other expenses	(800,900)	-	(75,000)	(875,900)
(36,923)	Finance Payments	-	-	-	-
457,376	<b>Net Cash Provided/(Used) by Operating Activities</b>	<b>48,000</b>	<b>-</b>	<b>-</b>	<b>48,000</b>
	<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>				
	Loans Received	-	-	-	-
	Repayment of Borrowings	-	-	-	-
(133,122)	Repayment of Finance Lease Liabilities	-	-	-	-
(133,122)	<b>Net Cash Provided/(Used) by Financing Activities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
	Receipts				
	Sale of Replaced Assets	-	-	-	-
	Payments				
(14,141)	Expenditure on renewal / replacements of assets	-	-	-	-
	Expenditure on new / upgraded assets	-	-	-	-
	Distributions paid to constituent Councils	-	-	-	-
(14,141)	<b>Net Cash Provided/(Used) by Investing Activities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
310,113	<b>NET INCREASE (DECREASE) IN CASH HELD</b>	<b>48,000</b>	<b>-</b>	<b>-</b>	<b>48,000</b>
644,769	<b>CASH AND CASH EQUIVALENTS AT BEGINNING OF REPORTING PERIOD</b>	<b>670,769</b>	<b>284,113</b>	<b>-</b>	<b>954,882</b>
954,882	<b>CASH AND CASH EQUIVALENTS AT END OF REPORTING PERIOD</b>	<b>718,769</b>	<b>284,113</b>	<b>-</b>	<b>1,002,882</b>

EASTERN HEALTH AUTHORITY STATEMENT OF FINANCIAL POSITION					
FOR THE YEAR ENDING 30 June 2025					
AUDITED RESULT 2023/2024		ADOPTED BUDGET 2024/2025	SEPTEMBER REVIEW	DECEMBER REVIEW	REVISED BUDGET 2024/2025
	<b>CURRENT ASSETS</b>				
954,882	Cash and Cash Equivalents	718,769	284,113		1,002,882
187,908	Trade & Other Receivables	271,901	(83,993)	-	187,908
1,142,790	<b>TOTAL CURRENT ASSETS</b>	990,670	200,120	-	1,190,790
	<b>NON-CURRENT ASSETS</b>				
999,746	Infrastructure, property, plant and equipment	1,030,793	(79,047)	-	951,746
999,746	<b>TOTAL NON-CURRENT ASSETS</b>	1,030,793	(79,047)	-	951,746
2,142,536	<b>TOTAL ASSETS</b>	2,021,463	121,073	-	2,142,536
	<b>CURRENT LIABILITIES</b>				
198,870	Trade & Other Payables	121,916	76,954	-	198,870
289,788	Provisions	285,083	4,705	-	289,788
139,565	Borrowings	111,865	27,700	-	139,565
628,223	<b>TOTAL CURRENT LIABILITIES</b>	518,864	109,359	-	628,223
	<b>NON-CURRENT LIABILITIES</b>				
33,030	Provisions	44,614	(11,584)	-	33,030
782,210	Borrowings	881,032	(98,822)	-	782,210
815,240	<b>TOTAL NON-CURRENT LIABILITIES</b>	925,646	(110,406)	-	815,240
1,443,463	<b>TOTAL LIABILITIES</b>	1,444,510	(1,047)	-	1,443,463
514,567	<b>NET CURRENT ASSETS/(CURRENT LIABILITIES)</b>	471,806	90,761	-	562,567
699,073	<b>NET ASSETS</b>	576,953	122,120	-	699,073
	<b>EQUITY</b>				
699,073	Accumulated Surplus/(Deficit)	576,953	122,120		699,073
699,073	<b>TOTAL EQUITY</b>	576,953	122,120	-	699,073

EASTERN HEALTH AUTHORITY STATEMENT OF CHANGES IN EQUITY					
FOR THE YEAR ENDING 30 June 2025					
AUDITED RESULT 2023/2024		ADOPTED BUDGET 2024/2025	SEPTEMBER REVIEW	DECEMBER REVIEW	REVISED BUDGET 2024/2025
	<u>ACCUMULATED SURPLUS</u>				
576,953	Balance at beginning of period	576,953	122,120		699,073
122,120	Net Surplus/(Deficit)	-	-	-	-
699,073	<b>BALANCE AT END OF PERIOD</b>	576,953	122,120	-	699,073

### **7.3 SIGNATORIES FOR BUSINESS BANKING ACCOUNT AND ELECTRONIC PAYMENTS**

Author: Michael Livori  
Ref: AF11/26

#### **Summary**

Due to changes in staff, it is necessary to amend the signatories for Eastern Health Authority's (EHA) business banking account.

#### **Report**

Currently EHA's business banking account has two current employees as authorised signatories.

Michael Livori – Chief Executive Officer (CEO)  
Nadia Conci – Manager Environmental Health

As the Board of Management is aware, Kristen Paparella resigned from her role as Team Leader Administration and Immunisation in August 2024 and will need to be removed as an account signatory.

On 28 January 2025, Amanda Fahey commenced the role of Manager Administration and Compliance and will be required to be authorised as a signatory to the EHA business banking account.

Clause 7.2 (c) of the EHA Charter requires that any electronic funds transfer is made in accordance with procedures approved by the external auditor.

Electronic payments from EHA's business banking account require co-authorisation (two signatories to authorise) payments. The process has been reviewed and approved by the external auditor.

The administrative working practice is that one of the two signatories or authorisers will always be the CEO unless the CEO has given explicit approval in their absence for two other signatories to authorise payments.

#### **RECOMMENDATION**

That:

1. The report regarding Signatories for Business Banking Accounts is received.
2. Amanda Fahey (Manager Administration and Compliance) is approved as a signatory for Eastern Health Authority Business Banking accounts and Kristen Paparella is removed as an approved signatory.

## 7.4 DEVELOPMENT OF ANNUAL BUSINESS PLAN FOR 2025/2026

Author: Michael Livori  
Ref: AF25/31

### Summary

Eastern Health Authority (EHA) is required to develop an Annual Business Plan which supports and informs its annual budget. This report seeks to outline the process to be taken in relation to the development of the Annual Business Plan for 2025/2026.

### Report

The *Local Government Act 1999* (the Act) requires councils to develop an Annual Business Plan although this requirement does not extend to a regional subsidiary. To ensure EHA's budget is developed in line with best practice standards an annual business plan has been produced for a number of years. Constituent Councils have agreed that the Annual Business Plan is recognised as the Business Plan required by the Act (see legislative and Charter requirements below).

### Legislative and Charter Requirements

EHA's Charter requires pursuant to clause 8.1 that;

#### 8. **BUSINESS PLAN**

##### 8.1. **Contents of the Business Plan**

- a) *EHA must each year develop in accordance with this clause a business plan which supports and informs its annual budget.*
- b) *In addition to the requirements for the Business Plan set out in clause 24(6) of Schedule 2 to the Act, the Business Plan will include:*
  - (a) *a description of how EHA's functions relate to the delivery of the Regional Public Health Plan and the Business Plan;*
  - (b) *financial estimates of revenue and expenditure necessary for the delivery of the Regional Public Health Plan;*
  - (c) *performance targets which EHA is to pursue in respect of the Regional Public Health Plan.*
- c) *A draft of the Business Plan will be provided to the Constituent Councils on a date to be determined for the endorsement of the majority of those councils.*
- d) *The Board must provide a copy of the adopted annual Business Plan and budget to the Chief Executive Officers of each Constituent Council within five business days of its adoption.*

## **Process for the Development of the 2025/2026 Annual Business Plan**

To comply with the requirements of the Charter the following process will take place in relation to the development of the 2025/2026 Annual Business Plan.

### February 2025

- Board Members and Constituent Council administrative contacts were requested via email to provide initial comments and suggestions in relation to the development of the 2025/2026 Annual Business Plan.

### March 2025

- Annual Business Plan and Budget workshop to be held on **5 March 2025** to consider initial feedback from Board Members and Constituent Councils and a draft Annual Business Plan and Budget
- Subsequent to the outcomes of the workshop, a draft Annual Business Plan and budget will be provided to the Board of Management for endorsement via Circular Resolution.
- Following Board endorsement, a copy of the draft Annual Business Plan and budget will be provided to Constituent Councils requesting their endorsement by **31 May 2025**.

### June 2025

- Budget to be considered for adoption at the Board of Management to be held on **25 June 2025**
- Copy of budget provided to Chief Executive Officers of each Constituent Councils within 5 days of its adoption.

## **RECOMMENDATION**

That:

1. The Development of the Annual Business Plan for 2025/2026 report is received.
2. The process for the Development of the Annual Business Plan for 2025/2026 is noted.

## 7.5 LEASE AGREEMENT FOR OCCUPATION AT THE ST PETERS TOWN HALL COMPLEX

Author: Michael Livori  
Ref: AF15/35

### Summary

This report provides members with an update in relation to the leasing arrangements for the EHA offices at the St Peters Town Hall Complex.

### Report

In October 2024, EHA were advised that the City of Norwood Payneham & St Peters (NPSP) had resolved to provide EHA with a 5 year lease for its offices in the St Peters Town Hall Complex.

On 25 October 2024, EHA wrote to NPSP requesting that the decision be reconsidered, and that a 10 year lease with a right of renewal for a further ten years be offered as originally requested by EHA (attachment 1). This report provided members with an update in relation to this matter.

At the December 2024 NPSP Council meeting, the decision of the Council to approve a 5 year lease with EHA was revoked and the Council subsequently resolved:

1. *That the Council agrees to enter into a Lease with the Eastern Health Authority for the offices that they currently occupy at Unit 3 in St Peters Town Hall Complex for a further twenty (10 + 10) year period.*
2. *That the draft Lease, as presented to the Council at its meeting held on 2 September 2024 (Attachment A), be endorsed for the purposes of community consultation, in accordance with the Council's Community Consultation Policy.*

Following the community consultation process, EHA was provided with a lease for signing (attachment 2).

The commencement date of the new lease is 6 January 2025, with a rent of \$124,150 per annum plus GST with increases applied as per Clause 3.1 of the draft Lease.

### RECOMMENDATION

That:

1. The Lease Agreement for Occupation at the St Peters Town Hall Complex report is received.
2. The Chair and Chief Executive Officer be authorised to sign and execute the lease.

Ref: D24/13906

25 October 2024

Mr Mario Barone  
Chief Executive Officer  
City of Norwood Payneham & St Peters  
175 The Parade  
Norwood SA 5067

Dear Mario

**RE: Lease Agreement for occupation at St Peters Town Hall Complex**

Eastern Health Authority (EHA) was recently informed that the lease agreement for Eastern Health Authority's (EHA) tenancy of Unit 3 of the St Peters Town Hall Complex was considered by your Council.

EHA had requested a ten-year lease with a right of renewal for a further 10 years. The Council however, approved a five-year lease, noting that it is committed to EHA using the facilities into the future but seeks greater flexibility in the ongoing management of its community land. EHA, who have been a tenant at the St Peters Library complex for more than 22 years find this decision to be concerning and unexpected.

In 2012, when the St Peters Town Hall Complex was redeveloped, EHA expended considerable funds to fit-out the offices it now resides in within the complex. Negotiations with the council at that time resulted in a 10-year lease being granted with a right of renewal for a further 10 years. On this basis, the depreciation of the costs associated with the development of the EHA office space was based on a 20-year period. Due to administrative oversight, EHA was not offered the 10-year renewal, which was the original intent between the parties. This was extremely disappointing, however EHA were led to believe that this would be resolved by the issue of a new lease to cover the original commitment and provide for a further right of renewal.

EHA is a regional subsidiary established under the Local Government Act 1999 with the core purpose of "providing public and environmental health services to its Constituent Councils". Guided by the functions and powers outlined in the EHA Charter, EHA provides centralised service delivery and operates as the "combined environmental health department" of each Council in the region.

The important services EHA provides are undertaken to fulfill our constituent council's legislative obligations under the various legislations that we operate under. We see ourselves as a part of each of our constituent councils and do not believe that we should be equated to outside organisations that use community land.

The location at St Peters is central to the region we serve which assists in operational efficiencies for the services we provide to our Constituent Councils. Our popular immunisation services run its main clinic from the St Peters complex and its central location has seen the service become valued by the community, servicing 57% of all people attending EHA's public immunisation clinics.

EHA is well established as part of the St Peters Town Hall Complex and its location is well-known and provides accessible services to the citizens of the Constituent Councils.

We respectfully request that the Council consider the information contained within this correspondence, reconsider their decision, and provide EHA with a 10-year lease with a 10-year right of renewal.

If you would like to discuss any issue in relation this matter further, please contact me on telephone 8132 3611.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Michael Livori', written in a cursive style.

**Michael Livori**  
Chief Executive Officer



*City of*  
**Norwood  
Payneham  
& St Peters**

## **LEASE AGREEMENT**

**UNIT 3  
ST PETERS TOWN HALL COMPLEX  
101 PAYNEHAM ROAD  
ST PETERS**

between

**THE CORPORATION OF THE CITY OF NORWOOD  
PAYNEHAM & ST PETERS**

and

**EASTERN HEALTH AUTHORITY INCORPORATED**

5 January 2025 – 4 January 2035

**SCHEDULE****Item 1**

The Lessee

**Name:**

Eastern Health Authority Inc.

**Registered Business Number:**

ABN: 52 535 526 439

**Address:**

PO Box 275, Stepney SA 5069

**Item 2**

The Complex and the Facility

**Name of Complex:**

St Peters Town Hall Complex

**Location:**

101 Payneham Road, St Peters SA 5069

(Situated on the western corner of St Peters Street and Payneham Road)

**Name of Facility:**

Eastern Health Authority Office

**Location:**

Unit 3, 101 Payneham Road, St Peters SA 5069

(Situated within the St Peters Town Hall Complex)

Being a portion of the land comprised in Certificate of Title Volume 5827 Folio 303

**Position and Dimensions of Leased Area:**

As coloured in red and labelled 'Tenancy 3' on the Plan annexed to this Lease as Annexure A

**Item 3**

The Lease Period

Ten (10) years

With one (1) renewal option of ten (10) years, commencing on 5 January 2035, if exercised

**Item 4**

The Commencement Date 5 January 2025

**Item 5**

The Lease Fee                      \$124,150 per annum (exclusive of GST) for the first year of the Lease Period, and subsequently reviewed annually in accordance with clause 3.1

**Item 6**

Times and manner for Payment of the Lease Fee      To be paid monthly in advance through a direct transfer from the Lessee's bank account to the bank account nominated by the Council

**Item 7**

Permitted Use of the Facility                      Administrative offices/centre and ancillary purposes including medical clinics, training facilities and resource centre

**Item 8**

Keys - The number of keys that the Council will provide at its cost:      Six (6)

Proximity Cards - The number of cards or fobs that the Council will provide at its cost:      Six (6)

**Item 9**

Public risk insurance                      Twenty Million Dollars (\$20,000,000.00) at the commencement of the Lease.

Note: The Council has the right to nominate at any time the amount of the public risk insurance cover, to a greater or lesser figure (vide clause 4.3).

**Item 10**

Special Conditions                      Refer to Annexure B

## LEASE AGREEMENT

### PARTIES

**THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM & ST PETERS** of 175 The Parade, Norwood SA 5067 (**Council**)

**EASTERN HEALTH AUTHORITY INCORPORATED** ABN 52 535 526 439 of PO Box 275, Stepney SA 5069 (**Lessee**)

### BACKGROUND

- A. This Lease is issued pursuant to Section 202 of the *Local Government Act 1999*.
- B. The Community, Recreational or Sporting Complex described in Item 2 of the Schedule ("the Complex") is owned by or under the care, control and management of the Council, within which exists the premises described in Item 2 of the Schedule ("the Facility").
- C. The Lessee has requested a lease to occupy the Facility and the Council has resolved to grant the Lessee a lease over the Facility.
- D. The Lessee has inspected the Facility and is satisfied that the Facility is in good condition and is fit for the purposes for which the Lessee intends to use it.
- E. The Council and the Lessee wish to record the conditions of the Lease in this document.

### TERMS AND CONDITIONS OF LEASE

#### 1. INTERPRETING THIS LEASE

**1.1** The statements in the Background above form part of this Lease.

**1.2** The expressions below have the following meanings:

**Council** includes the Council's employees, servants, agents and contractors.

**Facility** means the community, recreational or sporting facility being leased (as described in Item 2 of the Schedule) including any buildings, structures, fences, improvements and fixtures that:

- (a) are on the property now; or
- (b) are erected during the term of this Lease.

**GST** means the tax on taxable supplies under *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Lessee** and the "Lessee's visitors" includes the Lessee's employees, servants, agents, contractors, and anybody else that the Lessee allows onto or into the Facility.

**Proximity card readers** and **proximity cards** refer to the electronic devices that are used to lock and unlock doors at the Complex.

**Schedule** means the Schedule at the front of this Lease.

- 1.3 A reference to a party includes that party's successors and transferees.
- 1.4 Words in the singular include words in the plural and vice versa.
- 1.5 If two or more persons are referred to in the Schedule as "the Lessee" then this Lease binds them jointly and severally.
- 1.6 The words "person" or "group" includes a body corporate.
- 1.7 A reference to any Act or law includes any Act or law that amends or replaces it.
- 1.8 A reference to "the Lease Period" in this Lease includes any extension to it.
- 1.9 Clause headings are for reference only and should not be taken into account in interpreting this Lease.
- 1.10 This Lease shall be subject in all things to the consent of the Development Assessment Commission or its successors if such consent is required.
- 1.11 The provisions of the *Retail and Commercial Leases Act 1995* will not apply to this Lease.

## 2. GRANT OF LEASE

The Council grants to the Lessee a Lease of the Facility:

- 2.1 for the Lease Period stated in Item 3 of the Schedule;
- 2.2 starting on the date stated in Item 4 of the Schedule; and
- 2.3 on condition that the Lessee meets all of its obligations under this Lease.

## 3. THE LESSEE'S OBLIGATIONS

The Lessee agrees with the Council as follows:

### 3.1 Lease Fee

- 3.1.1 The Lessee must pay to the Council the annual Lease Fee set out in Item 5 of the Schedule at the time and in the manner specified in Item 6 of the Schedule.
- 3.1.2 The Lease Fee will be reviewed annually during the lease period on each anniversary of the Commencement Date and in accordance with clauses 3.1.3, 3.1.4 and 3.1.5.
- 3.1.3 Every fifth year of the Lease (including any renewal periods, if the Lease is renewed by the Lessee) the Council will review the Lease Fee by obtaining a valuation of the market rent that the Facility, without the fit-out and improvements of the Lessee being included in the valuation, but including reference to the value of the licences granted within the lease and apply one hundred per cent (100%) of that rental valuation as the amount of rent payable, i.e. marked to market. The valuation may be the figure obtained by the Council as part of its asset revaluation exercise that is undertaken every five (5) years and subsequently increased by CPI movements up to the year that the mark to market rent review is applied.

- 3.1.4 In the years during the Lease Period that the Lease Fee is not being reviewed by being marked to market, any increase in the Lease Fee will be in proportion to the percentage change in the Consumer Price Index (CPI) published by the Australian Government for Adelaide (All Groups) for the previous twelve months, using the quarter that is penultimate to the review date. [For example: if the anniversary of the commencement date is 1 January, then annual movements in the September quarter will be used]
- 3.1.5 When the CPI is being used as the basis for the annual review of the rent, the annual Lease Fee will not change if there is no annual increase in the CPI.

### **3.2 Rates, Taxes, Charges and Costs**

- 3.2.1 With the exception of general rates charged by the Council, the Lessee must pay on time and in full all rates, taxes, levies and charges relating to the Facility no matter whether they are charged, levied or payable by the Lessee or the Council.
- 3.2.2 The Lessee will be responsible for 50% of the Council's costs associated with the preparation of this Lease and 100% of the Council's costs associated with any renewal of this Lease.
- 3.2.3 If the Lessee requires the lease to be registered on the Certificate of Title the Lessee must pay all of the additional costs incurred by the Council in having the lease registered at Land Service SA including professional fees incurred in the preparation and lodging of a lease plan and the preparation and lodging of additional documents and amendments necessary to have the lease prepared in a form suitable for registration.
- 3.2.4 The Lessee must comply with its obligations under this Lease at its own cost.

### **3.3 Sub-Leasing**

- 3.3.1 The Lessee must not assign, transfer or sub-lease the Facility or any part of it unless it first gets the consent of the Council in writing. The Council will have absolute discretion in its decisions to approve, approve subject to conditions (including rent levels) or refuse its consent.
- 3.3.2 Where the Council gives consent to a sub-lease, the Lessee must ensure that any sub-Lease has the same terms and conditions as are detailed in this Lease.
- 3.3.3 The Lessee must not use this Lease as security for a loan or otherwise deal with the Facility without first obtaining the prior consent of the Council in writing. Such consent to be at the sole discretion of the Council.

### **3.4 Use of the Facility**

- 3.4.1 The Lessee must not use nor allow any other person to use the Facility for any purpose or activity except for that stated in Item 7 of the Schedule unless it first gets the consent of the Council in writing.

### 3.5 To Comply with Laws and Council Policies

- 3.5.1 The Lessee must comply with the provisions of all Acts, regulations, bylaws, codes and Council policies, plans and systems which affect the Facility or the Lessee's use of the Facility.
- 3.5.2 The Lessee must comply with any requirement imposed by any local government or semi-government authority in relation to the Facility or to the Lessee's use of the Facility.
- 3.5.3 Without limiting the generality of 3.5.2, the Lessee must specifically comply with all requirements under laws dealing with occupational health and safety, public health, public safety, fire safety and safety generally.
- 3.5.4 At its sole discretion, the Council may carry out work, install fixtures and equipment and enter into contracts to have the Facility comply with the provisions of all Acts, regulations, by-laws and codes which affect the Facility or the Lessee's use of the Facility.
- 3.5.5 If the Council incurs expenditure under 3.5.4 then the Lessee must pay to the Council all costs so incurred by the Council as soon as demanded by the Council.

### 3.6 Maintenance and Repair

- 3.6.1 The Lessee must maintain the Facility in good condition and free from hazards and must:-
- (a) keep the Facility clean, tidy and free from dirt, rubbish, pests and vermin;
  - (b) keep the Facility in good repair (fair wear and tear and damage by fire, storm, tempest, act of god, war, riot, civil commotion and earthquake excepted);
  - (c) paint any buildings and other improvements in the Facility to the Council's satisfaction;
  - (d) keep all sinks, drains, pipes and other plumbing that directly relate to the Facility in good repair and free from blockages and ensure that no part of the Facility becomes insanitary;
  - (e) keep all of the Lessee's property in good condition so as to prevent any hazard to any person or any deterioration in the condition of the Facility;
  - (f) repair any damage to the Facility caused by the Lessee or its visitors;
  - (g) notify the Council as soon as it becomes aware of any defects in the Facility or anything which could present a hazard or cause harm to any person or the Facility.
- 3.6.2 The Lessee does not have to undertake structural works on the Facility except for:
- (a) works on any building or structure erected by the Lessee under clause 3.10;

- (b) works needed as a result of a negligent or wrongful act or omission by the Lessee or its visitors;
- (c) works needed as a result of a breach of this Lease by the Lessee; or
- (d) works needed as a result of the use to which the Facility is being put.

3.6.3 The obligations imposed upon the Lessee in this clause are to be carried out at the Lessee's expense except if the cost of doing it is covered by insurance which either the Council or the Lessee has taken out under this Lease. This clause does not prevent the Council from recovering moneys spent on insurance excesses.

### **3.7 Entry by the Council**

- 3.7.1 The Lessee must allow the Council to enter the Facility for the purpose of inspecting its condition and state of repair;
- 3.7.2 Except in an emergency, the Council must give the Lessee reasonable notice before exercising its right under this clause.

### **3.8 Work Required by the Council**

- 3.8.1 If the Council finds on inspection that any part of the Facility for which the Lessee is responsible needs maintenance or repair or completion of commenced works then the Council may notify the Lessee in writing of the work to be done and the time within which such work must be done.
- 3.8.2 The Lessee must comply with the notice to the satisfaction of the Council within the time stated in the notice (which must not be less than fourteen (14) days except in the case of an emergency).
- 3.8.3 If the Lessee fails to carry out the work required by the notice within the time specified or fails to do the work to the satisfaction of the Council then the Council may undertake the repairs. The cost of such repairs and any other reasonable expenses incurred by the Council will be recoverable from the Lessee.

### **3.9 Erection and/or Alteration of Buildings**

- 3.9.1 The Lessee must not carry out any alterations or additions to the Complex without first applying in writing to the Council.
- 3.9.2 The Lessee must provide full details of the proposed alteration and additions to the Council.
- 3.9.3 Unless the Lessee first gets the consent of the Council in writing it must not in or on the Facility:
  - (a) erect a building or structure;
  - (b) fix anything to the outside of a building or structure;
  - (c) alter any existing water supply or drainage facilities;
  - (d) alter or demolish an existing building or structure;

- (e) install any water, gas, solar, wind or electrical infrastructure, facility, equipment or appliances;
  - (f) install any infrastructure, equipment or facility for the transmission or receiving of electronic data or electronic communication, including telephones, television and public address systems, provided that this clause does not include equipment that is merely plugged into existing power points and cannot be fairly deemed to be a fixture;
  - (g) install any lighting;
  - (h) install any air conditioning equipment;
  - (i) paint any building, structure or other surface in a colour different to that which exists;
  - (j) make any other change of a permanent nature.
- 3.9.4 The Council may impose any conditions it considers necessary if it gives its approval, including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters into in relation to the alterations or additions.
- 3.9.5 If the Council consents to any of the works under this clause then the works will be done at the cost and risk of the Lessee and the Lessee must pay to the Council as soon as demanded by the Council such of the Council's costs (including consultant's costs and legal costs) incurred as a result of the Lessee's alterations and additions whether or not the alterations and additions proceed or are completed that the Council may demand and in accordance with any reasonable conditions set by the Council.
- 3.9.6 The Lessee must carry out any approved alterations and additions:
- (a) in strict accordance with any plans and specifications approved by the Council in its capacity as Lessor under this Lease;
  - (b) in accordance with the conditions imposed by the Council and with the approvals made by Council in its capacity as Lessor under this Lease;
  - (c) in a proper and workmanlike manner;
  - (d) in accordance with all Statutory Requirements; and
  - (e) in a way to minimise disturbance to others.
- 3.9.7 Within one (1) calendar month of the conclusion of any works undertaken by the Lessee the Lessee will provide the Council with a certificate of satisfactory completion of the works together with copies of all documentation associated with the works including:
- (a) copies of warranties,
  - (b) as constructed plans,
  - (c) valuations or cost figures,
  - (d) photographs,

- (e) statements providing details of any incidents or accidents or injuries that are likely to result in claims because of the implementation of the works or a statement that no such incidents or accidents occurred.

### **3.10 Ownership of Improvements**

- 3.10.1 Unless the Lessee obtains the written acknowledgment of the Council, all structures, improvements, fixtures and fittings located in or on the Facility at any time during the Lease Period will become the property of and belong to the Council irrespective of whether the Lessee or the Council purchased or acquired them.

### **3.11 Lessee's Property**

- 3.11.1 The Council may (despite anything else to the contrary in this Lease) serve the Lessee with a notice in writing (either during the term of the Lease or at the end of the lease) requiring the Lessee to remove any of the Lessee's fixtures and fittings from the facility.
- 3.11.2 The Lessee must comply with the notice within twenty-eight (28) days of receiving it and must at its own cost repair any damage caused to the Facility.
- 3.11.3 If the Lessee fails to comply with the notice, the Council may do any of the actions required by the notice and the Lessee must pay to the Council any costs incurred by the Council in doing so.

### **3.12 Signs**

- 3.12.1 Unless the Lessee first gets the consent of the Council in writing, the Lessee must not display in or on the Complex any sign that is visible from outside the Complex.
- 3.12.2 At the cost of the Lessee, major facility identification signs must prominently include the current logo of the Council.

### **3.13 Offensive Activities**

- 3.13.1 The Lessee must not do, nor allow its visitors to do, within the Facility or on any adjoining property:
  - (a) anything that is noisy, offensive or dangerous;
  - (b) anything that may cause annoyance, nuisance, or damage to any occupier or owner of nearby land;
  - (c) anything that may become an offence against any Act, regulation or by-law;
  - (d) anything that may cause any insurance policy to become void or to be subject to an increased premium.
- 3.13.2 The Lessee must not bring anything into the Facility which is dangerous, harmful, poisonous, explosive or flammable unless it first gets the consent of the Council in writing.

### **3.14 Notification of Accidents and Hazards**

- 3.14.1 The Lessee must promptly notify the Council in writing of:
- (a) any accident that occurs in, on or associated with the Facility;
  - (b) anything that needs repairing;
  - (c) anything that could present a hazard or that could harm any person or the Facility.

### **3.15 Keys, Locks & Proximity Cards**

- 3.15.1 The Lessee must ensure that the Facility is keyed at all times in conformity with the master key system that the Council maintains for all of its properties and if electric locks are utilised at the Complex the Lessee must ensure its systems and practices synchronise with the systems and practices established from time to time by the Council.
- 3.15.2 The Lessee will reimburse the Council the cost of supplying keys and proximity cards that are additional to the number of original keys or proximity cards set out in Item 8 of the Schedule.
- 3.15.3 The Lessee will be responsible for any costs incurred by the Council to re-key the Facility should the Lessee cause replacement of the locks and keys to be necessary or desirable.
- 3.15.4 The Lessee will maintain a register of the holders of any keys and proximity cards for the Complex and will make that register available to the Council upon request.

### **3.16 Security Systems**

- 3.16.1 The Council will provide at its cost the installation and operation of a security system within the Complex, including the Facility.
- 3.16.2 The Lessee shall cause the security system to be operated properly every day, that is, to be armed when the premises are vacant and disarmed when being used.
- 3.16.3 The Lessee will be responsible to pay for any costs charged by the security contractors that are monitoring the security system for the Complex if such costs can be reasonably inferred to have been caused by the action, negligence or oversight of the Lessee.
- 3.16.4 The Lessee is to provide the Council with the names and contact details of the persons nominated from time to time by the Lessee to the security contractors that are monitoring the security system for the Complex as being the persons to be contacted in the event of any incidences, alerts and alarms associated with the security system operating within the Premises.

### **3.17 Fire Monitoring Systems**

- 3.17.1 The Lessee shall cause the fire monitoring system to be operational at all times (power outages and other infrastructure failures beyond the control of the Lessee excepted).

- 3.17.2 The Lessee is alert the Council immediately it becomes aware that the fire monitoring system is not working.

#### **4. INDEMNITIES AND INSURANCES**

##### **4.1 Indemnity**

The Lessee indemnifies the Council against all actions, demands, losses, damages, costs and expenses for which the Council may become liable arising wholly or partly from any of the following:

- 4.1.1 the misuse, negligent use, waste or abuse by the Lessee or its visitors of any services at the Facility including, but not limited to, water, gas, electricity or oil;
- 4.1.2 the overflow, leakage or escape of water (including rain water), fire, gas or electricity or other harmful agent in or from the Facility caused or contributed to by any act or omission of the Lessee or its visitors;
- 4.1.3 loss, damage or injury to property or persons caused or contributed to by the Lessee or its visitors' use or occupation of the Facility;
- 4.1.4 loss, damage or injury to property or persons in or on the Facility caused or contributed to by the neglect or default of the Lessee or its visitors.
- 4.1.5 loss, damage or injury to property or persons in or on the Facility caused or contributed to by Lessee's neglect or failure to observe or perform any of its obligations pursuant to this Lease.

##### **4.2 Limits on the Council's Liability**

- 4.2.1 The Lessee will occupy and use the Facility at the risk of the Lessee.
- 4.2.2 The Lessee releases the Council from any costs or loss arising from any accident, damage or injury occurring on the Facility except where such accident, damage or injury results from any wilful or negligent act or omission of the Council.
- 4.2.3 The Council is not responsible for any loss of or damage to any fixtures, fittings or personal property of the Lessee.
- 4.2.4 The Council is not responsible for any costs or loss suffered by the Lessee arising from any malfunction of or interruption to:
  - (a) water, gas or electricity services;
  - (b) air conditioning equipment;
  - (c) fire equipment;
  - (d) any other plant, machinery or services; or
  - (e) the blockage of any gutters pipes or drains.

##### **4.3 Public Risk Insurance**

- 4.3.1 The Lessee must take out and maintain during the Lease Period a public risk insurance policy for Twenty Million Dollars (\$20,000,000) or such other

amount as stated in Item 9 of the Schedule. The policy will be in respect of injury, loss or damage occurring in or on the Facility and will note the Council's rights and interests as proprietor of the Facility.

- 4.3.2 The Council may during the life of the Lease nominate from time to time other minimum amounts of cover that the Lessee is required to have in its public risk insurance policy and the Lessee shall immediately comply with the nomination.
- 4.3.3 The Lessee must produce a copy of the policy and a certificate of currency each year on renewal of the policy or at such other time as the Council may request.

#### **4.4 Property and Contents Insurance**

- 4.4.1 The Council will take out and maintain at its cost an insurance policy in respect of the Facility against damage by fire, lightning, storm, explosion, earthquake, malicious damage and/or such other risks as the Council thinks fit for full reinstatement value.
- 4.4.2 The Lessee is responsible for obtaining insurance to cover its own contents or other assets which are located in or on the Facility from time to time.

#### **4.5 Insurance Claims**

- 4.5.1 The Lessee must notify the Council in writing, giving full details, whenever the Lessee becomes aware of a possible claim under any insurance required in this Lease.
- 4.5.2 If there is a claim under any insurance policy taken out by the Council then:
- (a) the Council alone may deal with the insurer regarding the claim;
  - (b) the Council may settle the claim as it thinks fit, and the Lessee will be bound by the settlement;
  - (c) the Lessee may be required to pay to the Council any excess which the Council has to pay under the insurance policy; and
  - (d) if requested, the Lessee must pay any excess as soon as the Council demands payment.

#### **4.6 Termination or Reduction of Fees on Damage**

If the whole or any part of the Facility is destroyed or damaged for any reason such as to make it substantially unfit for the Lessee's use and occupation then this clause will apply.

- 4.6.1 The Council may (in its absolute discretion) decide not to rebuild or reinstate the Facility. If the Council so decides then it may end this Lease by written notice to the Lessee.
- 4.6.2 If the Council elects not to end this Lease under clause 4.6.1, then it must ensure that the Facility is made fit for use by the Lessee within a reasonable time frame.
- 4.6.3 Until the Council either ends the Lease or makes the Facility fit for use, the Lease Fee and any other payments due under this Lease will be reduced.

The amount of any reduction will be determined by the Council and will depend upon the nature and extent of the damage sustained and will continue until the Facility is reinstated or made fit for the Lessee's occupation and use.

- 4.6.4 If, after six (6) months the Facility has not been substantially reinstated by the Council, this Lease may be terminated by either party by giving notice to the other in writing.
- 4.6.5 Any such termination will not reduce the rights of either party in respect of any previous breaches of this Lease.

## 5. THE COUNCIL'S OBLIGATIONS

### 5.1 Quiet Possession

The Council agrees that if the Lessee pays the Lease Fee in accordance with this Lease and complies with its obligations under this Lease, then the Lessee may quietly enjoy the Facility for the purposes set out in Item 7 of the Schedule.

## 6. EXPIRY OR EARLY TERMINATION OF LEASE

### 6.1 Termination

6.1.1 This clause applies if the Lessee:-

- (a) fails to pay the Lease Fee or any other money which is due to the Council for a period of twenty eight (28) days from the due date for payment;
- (b) fails to meet any other of its obligations under this Lease;
- (c) becomes bankrupt, is wound up or in the case of an incorporated body ceases to be incorporated under the *Associations Incorporation Act 1985*;
- (d) fails to perform its functions as stated in Item 7 of the Schedule.

6.1.2 The Council may serve on the Lessee a notice in writing stating:

- (a) the nature of the breach;
- (b) what the Lessee must do to remedy the breach;
- (c) the time frame in which the Lessee must remedy the breach;
- (d) whether the Lessee is to pay any compensation and, if so, how much.

6.1.3 If the Lessee fails to comply with the notice within the time stated in it then the Council may end this Lease and take possession of the Facility.

6.1.4 The right to terminate the Lease and enter into possession will not reduce the Council's right to take any other action for any of the Lessee's previous breaches.

## 6.2 Surrender

- 6.2.1 Upon the expiration or earlier termination of the Lease, the Lessee will peacefully and quietly surrender and give up possession of the Facility.
- 6.2.2 Subject to clause 3.11, the Lessee must remove from the Facility any of the Lessee's fixtures and fittings and must immediately repair any damage caused in removing them.
- 6.2.3 The Lessee will leave the Facility in good condition, repair and cleanliness.
- 6.2.4 Any reasonable costs incurred by the Council in cleaning or repairing any damage caused by the Lessee in surrendering the Facility may be recovered by the Council from the Lessee.

## 7. OTHER RIGHTS AND OBLIGATIONS

### 7.1 The Council able to Undertake Works

The Council or any persons authorised by the Council may at any time enter the Facility and carry out any improvements, additions, alterations or any other work. In so doing, the Council must use its best endeavours to cause as little disturbance as possible to the Lessee.

### 7.2 Emergency Incidents

- 7.2.1 If an emergency situation arises anywhere within the Council area whereby in the reasonable opinion of the Council the impacts of the emergency situation can be lessened through utilisation of the Facility the Council may direct the Lessee to make the Facility available for such use.
- 7.2.2 The Council shall reimburse the Lessee for any outgoing expenses and losses incurred by the Lessee making the Facility available under the provisions of this clause.

### 7.3 Resumption

If the Council receives notice of any proposed resumption or acquisition of the Facility by any Government (Federal or State) or other authority, or if the control of the Facility is otherwise taken away from the Council, then the Council may terminate this Lease by giving three (3) months' notice in writing to the Lessee.

### 7.4 Renewal

- 7.4.1 At the end of the initial Lease Period, the Lessee will be entitled to one (1) extension of this Lease for the period set out in Item 3 of the Schedule provided that :-
- (a) the Lessee gives the Council a written notice of its desire to be granted the extension not less than three (3) and not more than six (6) months before the expiration of the initial Lease Period;
  - (b) the Lessee has not committed any frequent and/or substantial breaches of the Lease during the current Lease Period; and
  - (c) the Lessee is not in breach of the Lease at the time the notice is given.

- 7.4.2 The extended term will be on the same terms and conditions as this Lease but will exclude the right of further renewal.

## **7.5 Holding Over**

- 7.5.1 If, with the consent of the Council, the Lessee continues to occupy the Facility after the expiry of the Lease then this Lease will continue as a monthly Lease on these same terms and conditions.
- 7.5.2 Either party may give the other one (1) month's written notice to terminate the monthly lease with the lease expiring one month from the date the notice is given.

## **8. GENERAL**

### **8.1 Waiver**

The failure or omission by either party to take any action for the breach of any term or condition of this Lease will not stop either party from taking action in relation to any other breaches of the same or any other term or condition of the Lease.

### **8.2 Notices**

Any notice required to be given by either party to the other must be in writing and must be given by delivering it or posting it to the address appearing in the Schedule or to such other place as may be nominated by either party to the other.

### **8.3 Severance**

If any provision or obligation of this Lease is invalid, unlawful or not applicable, then it will be deleted from the Lease without affecting any other of the parties' obligations under this Lease.

### **8.4 Entire Agreement**

The terms contained in this Lease comprise the whole of the agreement between the parties. It is expressly agreed and declared by the parties that no further or other terms exist between them with respect to the Facility or the Lease.

### **8.5 No Warranty**

The Lessee acknowledges that the Council has not given any warranty as to the condition of the Facility or its suitability for the use referred to in the Schedule or for any other use.

## **9. SPECIAL CONDITIONS**

- 9.1 Any Special Conditions as set out in Item 10 of the Schedule are incorporated into this Lease.
- 9.2 Where there is any inconsistency between any Special Condition and any other obligation in this Lease then the Special Condition will prevail.

Signed as an agreement with the Common Seal of -

**THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM & ST PETERS**

which was affixed in the presence of:

.....  
Robert Bria  
**MAYOR**

.....  
Date

.....  
Mario Barone PSM  
**CHIEF EXECUTIVE OFFICER**

.....  
Date

**SIGNED** on behalf of the  
**EASTERN HEALTH AUTHORITY INCORPORATED**  
in accordance with its constitution or articles of association:

.....  
Authorised Office Bearer

.....  
Date

.....  
Name

.....  
Authorised Office Bearer

.....  
Date

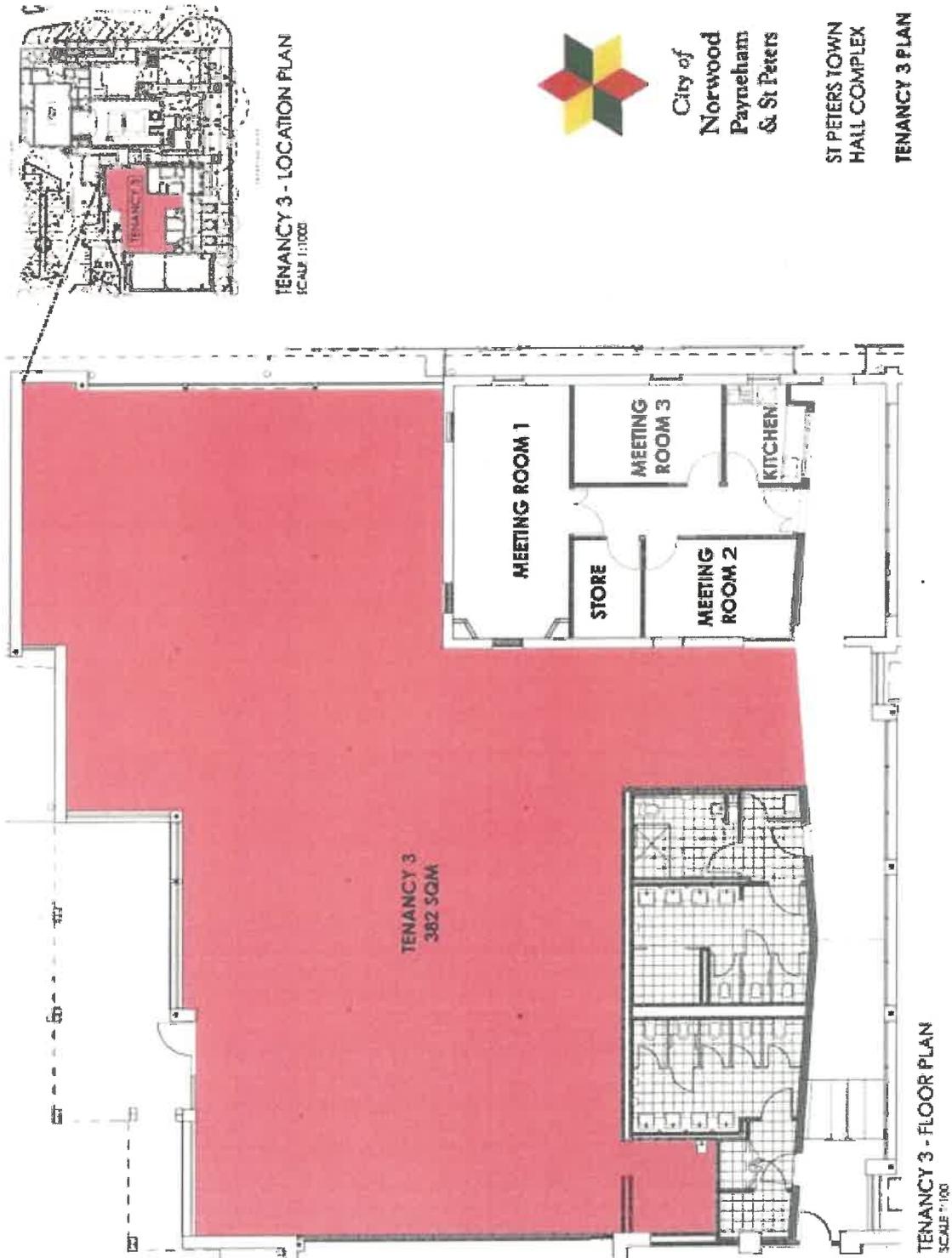
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Name

# ANNEXURE A

## Schedule Item 2

### LOCATION PLAN OF THE FACILITY

The attached plan shows the position and dimensions of the Facility leased to the Lessee.



## ANNEXURE B

### Schedule Item 10

#### SPECIAL CONDITIONS

For the purpose of these special conditions the following definitions apply:

**Community Meeting Rooms** means the meeting rooms within the Complex located immediately adjacent to the Facility;

#### 1. Licence for Access to Other Areas within the Complex

##### 1.1 Grant of License to access Common Areas within the Complex

- 1.1.1 For the term of the Lease, the Council grants a nonexclusive licence to the Lessee to permit the Lessee to enter the common areas, passages and stairways of the Complex necessary for the Lessee to access the Facility and enable use of the toilets and other utility areas within the Complex.
- 1.1.2 The Lessee will not be liable to contribute towards the cost of cleaning, replenishing supplies or maintaining the common areas of the Complex including the public toilets.

##### 1.2 Grant of Licence to use the adjoining Community Meeting Room Number 2 within the Complex

- 1.2.1 For the term of the Lease, the Council grants an exclusive licence to the Lessee to permit the Lessee to use the adjoining Community Meeting Room Number 2 (shown as 'Meeting Room 2' on the Plan annexed to this Lease as Annexure A) between the hours of 8:30 AM and 5:30 PM for the Lessee's purposes.
- 1.2.2 Unless otherwise agreed to by the Council, the Lessee will not install any furniture or equipment within Community Meeting Room Number 2 and will leave said room in a clean, clear and tidy state at the end of each day that it is used.
- 1.2.3 Upon a request from the Council, the Lessee may at its absolute discretion, permit with or without conditions the Council to use adjoining Community Meeting Room 2 during the business hours reserved to the Lessee, including the Council hiring said room to other parties.

##### 1.3 Special Use of Community Meeting Rooms

- 1.3.1 Provided bookings are made in advance and accepted the Lessee will be permitted to use the Community Meeting Rooms for the following purposes associated with its activities:
- (a) Immunisation Clinics;
  - (b) Board meetings;
  - (c) Audit Committee meetings;
  - (d) professional peer group meetings and training sessions; and

- (e) other special purposes that the Council may agree to permit, on a case by case basis.
- 1.3.2 Bookings may be made two (2) years in advance.
  - 1.3.3 The Lessee will not be charged a fee for the use of the Community Meeting Rooms provided the Council does not incur additional costs for:
    - (a) cleaning;
    - (b) setting up or reinstating furniture or equipment within the Community Meeting Rooms; or
    - (c) the use of equipment or resources.
  - 1.3.4 Chairs are not to be removed from the Community Meeting Rooms without permission from the Council.
  - 1.3.5 If the Lessee creates a "patient waiting area" in the corridors of the Complex which requires chairs, these are to be supplied by the Lessee and are not to be stored within the Complex, except within the Lessee's Facility, without permission from the Council.
  - 1.3.6 The same terms and conditions that the Council applies to community groups when they are using the Community Meeting Rooms through the application of this clause will apply to the Lessee's use of the Community Meeting Rooms unless contradicted by the provisions in this clause.

#### **1.4 Non-Exclusive Use of Community Meeting Rooms and Function Room**

In addition to the exclusive licence granted in the Special Condition 1.2 above and the provision for free use contained Special Condition 1.3 above, the Lessee may apply to use any or all of the three (3) Community Meeting Rooms and the Function Room within the Complex on the same terms and conditions that the Council will apply to local community groups when they are using the Community Meeting Rooms.

#### **1.5 Grant of Licence to use Car Park**

- 1.5.1 For the term of the Lease, the Council grants an exclusive licence to the Lessee to permit the Lessee to use seven (7) of the car parking spaces within the Complex for the purpose of parking cars owned or leased by the Lessee, between the business hours of 8:30 am and 5:15 pm, Monday to Friday subject to compliance with any restrictions that the Council may apply from time to time.
- 1.5.2 The number of car parks and conditions upon which they can be used may be varied by written agreement between the Council and the Lessee.
- 1.5.3 The Council may seek reimbursement of costs incurred by the Council from the Lessee in line marking or sign posting any of the car parking spaces that the Lessee has an exclusive licence to use.

#### **1.6 Grant of Licence to use Service Yard for waste storage and bicycle parking**

- 1.6.1 For the term of the Lease, the Council grants a nonexclusive licence to the Lessee to permit the Lessee to use the service yards within the Complex for the purpose of storing its rubbish and waste materials, pending removal of these materials from the Complex.

- 1.6.2 For the term of the Lease, the Council grants a nonexclusive licence to the Lessee to permit the Lessee to use the secure pedal bicycle parking racks located within the service yards within the Complex or at such other area which the Council may provide and nominate within the Complex for the purpose of providing racks or other methods of parking pedal bicycles for the convenience and safety of employees of the Council, the Lessee and other lessees within the Complex
- 1.6.3 The Lessee will comply with any instructions issued from time to time by the Council in respect to the use of the service yard, any refuse or recycling containers within the Complex and the state of the service yard.

## 7.6 AUSTRALIAN CYBER SECURITY CENTRE ESSENTIAL EIGHT MATURITY ASSESSMENT

Author: Michael Livori  
 Ref: AF24/52

### Summary

In February 2024, in conjunction with Cyber CX and Comunet, Eastern Health Authority (EHA) completed an Australian Cyber Security Centre Essential Eight Maturity Assessment in relation to EHA Cyber Security.

The maturity assessment was based on the Australian Cyber Security Centre’s Essential Eight Maturity Assessment which sets out eight prioritised strategies developed by the Australian Cyber Security Centre (ACSC) to guide organisations in the most effective and efficient methods for improving the overall security position of an organisation.

The maturity levels in the framework range from level 0 to level 3 and indicate to what extent each strategy is implemented within the organisation. The maturity levels are detailed in the table below.

Maturity Level	Description
Level 0	A Level 0 maturity level signifies that there are weaknesses in the associated strategy which may facilitate the compromise of the confidentiality, integrity, or availability of the information system.
Level 1	A Level 1 maturity provides assurance that the information system has a level of resilience against adversaries who leverage commodity tradecraft that is widely available, such as publicly-available exploit code or command and control frameworks.
Level 2	A Level 2 maturity provides assurances against the next level of adversaries who are willing to invest more time in the targeting and reconnaissance phase, and overall effectiveness of their tools, who regularly use well-known tradecraft to attempt to bypass security controls and evade detection.
Level 3	A Level 3 maturity provides assurances against adversaries who are more adaptive and are generally not reliant on public tools and techniques. Such adversaries often focus on particular targets and are willing to invest significant time into circumventing technical security controls.

### Report

The objective of the cyber assessment was to ensure that EHA Cyber Security was aligned with the recommendations of the Local Government Security Framework and the Essential Eight Maturity Model, both of which had been developed to support organisations such as EHA, to be protected from cyber threats.

Cyber CX recommended EHA target a Maturity Level of One, based upon characteristics of the organisation including the: size and complexity of the ICT environment; criticality of infrastructure and services provided to the community; and type and amount of information held or processed.

In the table below the Mitigation Strategies assessed, and the overall rating achieved by EHA are provided.

Mitigation Strategy	Target	Achieved
Application Control	1	2
Patch Applications	1	0
Configure Microsoft Office Macro Settings	1	1
User Application Hardening	1	0
Restrict Administrative Privileges	1	0
Patch Operating Systems	1	0
Multi-Factor Authentication	1	2
Regular Backups	1	2
<b>Overall Essential Eight Maturity Level</b>	<b>1</b>	<b>0</b>

Where the assessments indicated a rating of 0, Cyber CX provided recommendations to assist EHA to achieve Maturity Level One in any subsequent reviews. Areas of focus include Patch applications, User Application Hardening, Restrict Administrative privileges and Patch Operating Systems.

Working in conjunction with our IT provider Comunet, our Administration Officer has implemented the recommended controls to reach the target maturity level, such as the installation of programs AIRLOCK and Microsoft Defender to ensure all individual devices are being scanned and monitored. This ensures that application controls and vulnerabilities are quickly identify and any cyber threats are managed. Other control measures such as reviewing our policies within our cyber environments and increasing password strength within the Security Administration account have also provided additional security measures.

Cyber CX has indicated that should EHA be reassessed against the Essential Eight Maturity Assessment post the implementation of the recommendations, the maturity Level of One (at a minimum) would be achieved with no outstanding issues.

For security purposes, the Assessment and Action Plan will be tabled at the meeting.

**RECOMMENDATION**

That:

The Australian Cyber Security Centre Essential Eight Maturity Assessment Report is received.

## 8.1 ENVIRONMENTAL HEALTH ACTIVITY REPORT

### 1.0 General Activity

During the reporting period EHA administered the *Food Act 2001*, *SA Public Health Act 2011* and *SRF Act 1992* along with their respective standards and regulations to protect and promote the health and wellbeing of the community.

Figure 1 illustrates the number of inspections per category for the reporting period. As shown in Figure 1 a large proportion of inspections relate to activities under the *Food Act 2001*.

Figure 1: Number of inspections conducted per category for the financial year to date

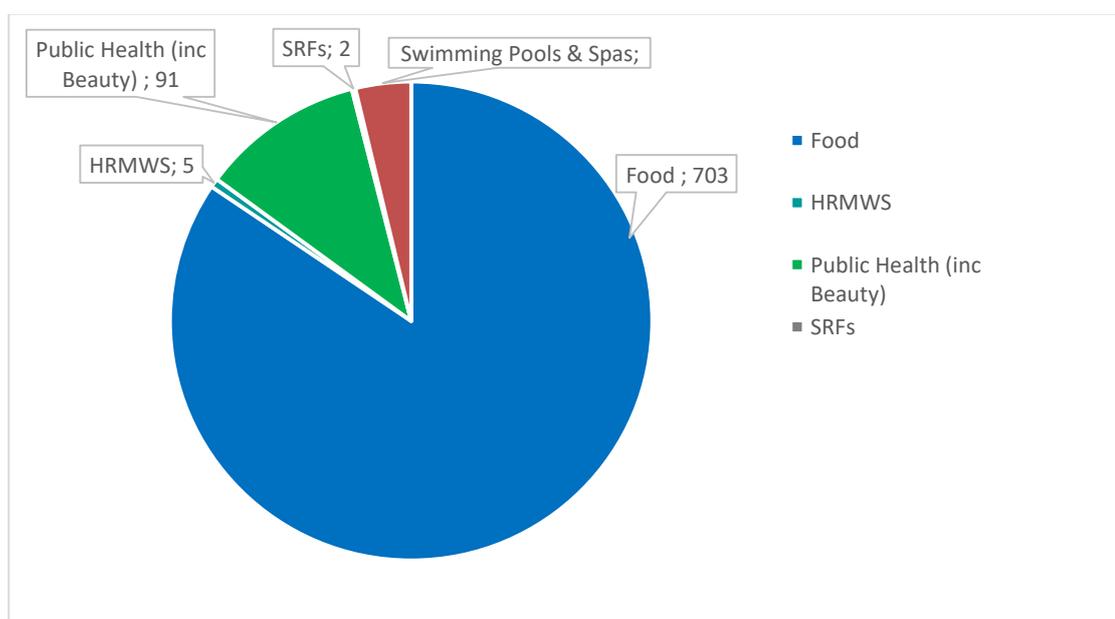


Table 1: Number of inspections conducted per category for the financial year to date.

	Burnside	Campbelltown	NPSP	Prospect	Walkerville	Total
<b>Food</b>	154	151	287	93	18	<b>703</b>
<b>HRMWS</b>	0	5	0	0	0	<b>5</b>
<b>Public Health Complaint</b>	18	26	27	17	3	<b>91</b>
<b>SRFs</b>	2	0	0	0	0	<b>2</b>
<b>Swimming Pools &amp; Spas</b>	14	2	9	4	2	<b>31</b>
<b>Total</b>	<b>188</b>	<b>184</b>	<b>323</b>	<b>114</b>	<b>23</b>	<b>832</b>

## 2.0 Food Safety

### 2.1 Food Premises Inspections

A total of 199 routine inspections of food businesses were undertaken during the reporting period. To ensure compliance with the Food Safety Standards a total of 92 follow-up inspections were required, a 55% increase compared to the previous year. In total, 374 food premises inspections were completed during the reporting period.

As shown in Figure 2 the number of routine inspections and follow up inspections remained consistent with the previous year. There was a 37% decrease in the number of complaint inspections undertaken when compared to the previous year.

Figure 2: A two-year comparison between total inspections between 1 October - 31 December

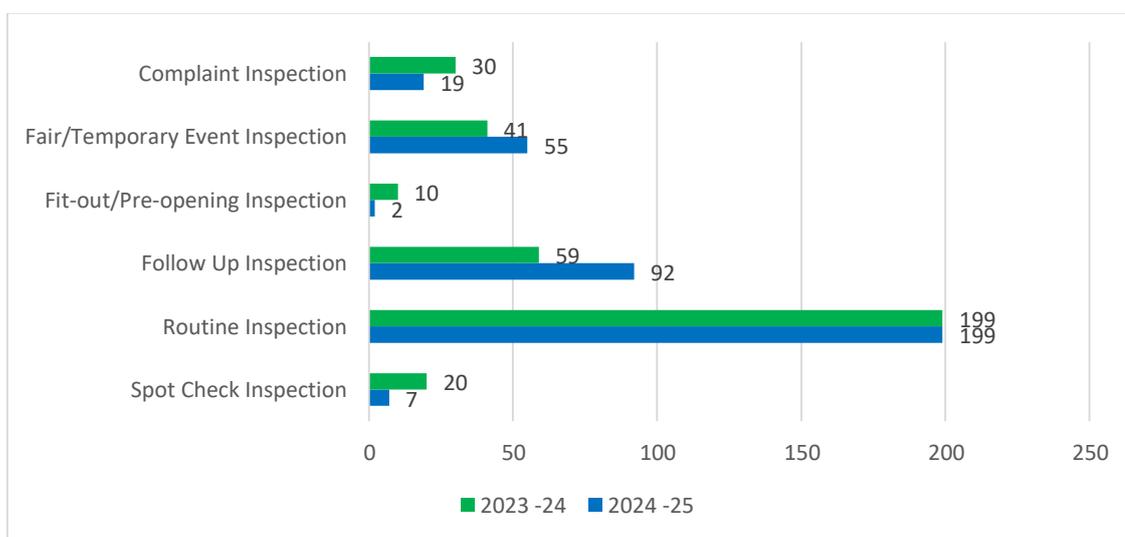


Table 2: Food premises inspections from 1 October 2024 to 31 December 2024

	Burnside	Campbelltown	NPSP	Prospect	Walkerville	Total
<b>Routine Inspection</b>	51	45	79	18	6	<b>199</b>
<b>Follow up Inspection</b>	17	26	36	10	3	<b>92</b>
<b>Complaint Inspection</b>	6	3	7	3	0	<b>19</b>
<b>Fit-out/Pre-opening Inspection</b>	1	0	1	0	0	<b>2</b>
<b>Fair/Temporary Event Inspection</b>	0	23	7	18	7	<b>55</b>
<b>Spot Check Inspection</b>	2	0	5	0	0	<b>7</b>
<b>Total</b>	<b>77</b>	<b>97</b>	<b>135</b>	<b>49</b>	<b>16</b>	<b>374</b>

Figure 3: A two-year comparison between total inspections for the financial year to date

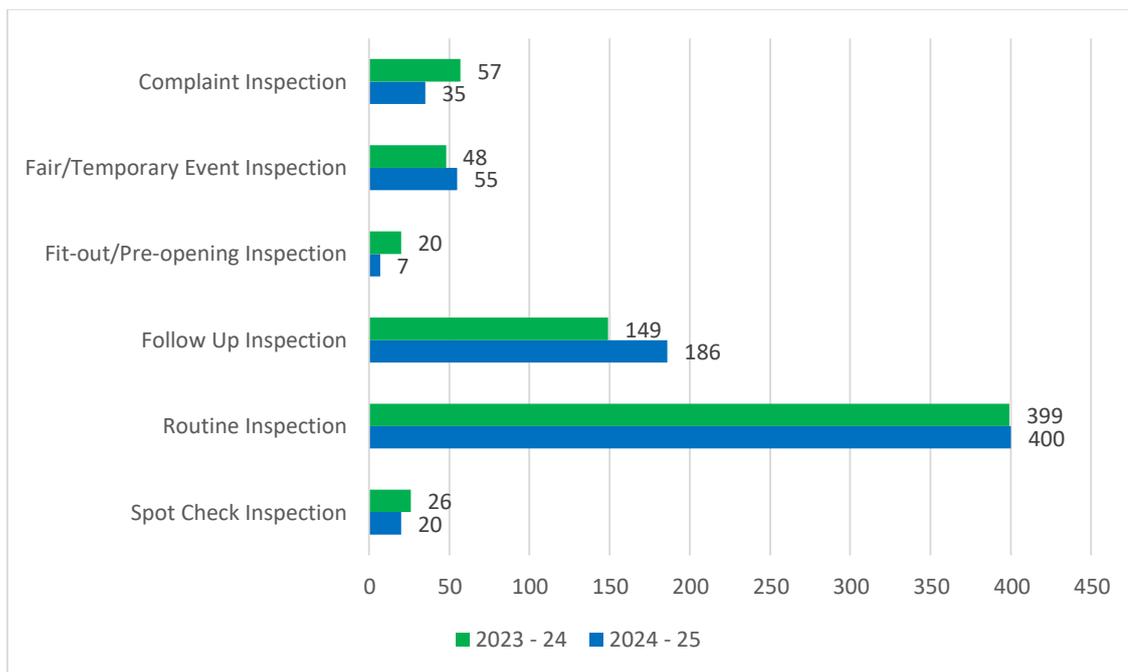


Table 3: Food premises inspections for the financial year to date

	Burnside	Campbelltown	NPSP	Prospect	Walkerville	Total
<b>Routine Inspection</b>	103	87	161	42	7	<b>400</b>
<b>Follow up Inspection</b>	36	33	89	25	3	<b>186</b>
<b>Complaint Inspection</b>	7	6	13	8	1	<b>35</b>
<b>Fit-out/Pre-opening Inspection</b>	2	2	3	0	0	<b>7</b>
<b>Fair/Temporary Event Inspection</b>	0	23	7	18	7	<b>55</b>
<b>Spot Check Inspection</b>	6	0	14	0	0	<b>20</b>
<b>Total</b>	<b>154</b>	<b>151</b>	<b>287</b>	<b>93</b>	<b>18</b>	<b>703</b>

## 2.2 Food Safety Rating Scheme (FSRS)

The SA Health Food Safety Rating Scheme Checklist (FSRS) is used to assess business compliance with food safety standards at routine inspections. FSRS applies only to P1 and P2 food service businesses within EHA's Constituent Councils who sell food to consumers direct from site of inspection for 'immediate' consumption.

Non-compliances against the Standards can range from Minor, Major to Serious. This is dependent on the risk and seriousness of the breach. Observations are recorded when an item is not posing an imminent threat but may result in a future non-compliance. These are used as a tool to inform a business of their obligations before it poses a risk to public health.

All food businesses receive a 'performance score' assessed during their respective routine inspection. However, the 'food safety rating score' is represented by stars, with captured businesses able to obtain a maximum rating of five stars. Five stars represents excellent compliance with the Food Safety Standards, four stars very good and three stars good compliance.

### *Non-compliance with the Food Safety Standards*

EHO's identified a total of 1,015 observations and non-compliances with the Food Safety Standards during the reporting period (Table 4). Most non-compliances recorded were minor in nature, with 70% of the non-compliances captured within this category.

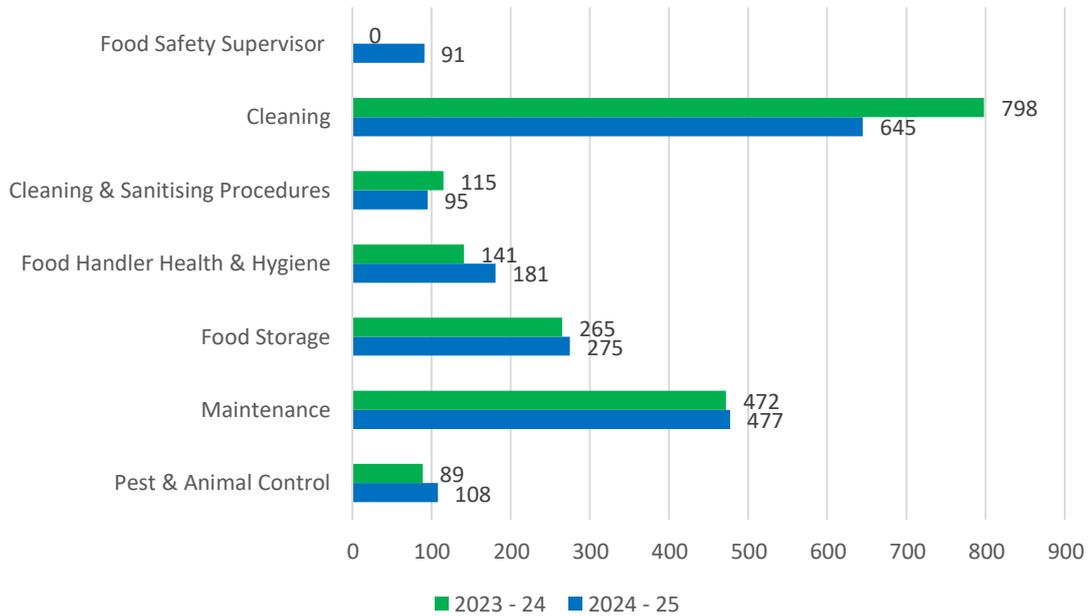
*Table 4: Type and number of non-compliances identified at routine inspections from 1 October 2024 to 31 December 2024*

Type of non-compliance	Number of non-compliances
<b>Observation</b>	67
<b>Minor</b>	709
<b>Major</b>	163
<b>Serious</b>	76
<b>Total</b>	<b>1,015</b>

A poor standard of cleanliness, maintenance and unsafe storage of food accounted for the most common non-compliances identified during routine inspections for the financial year to date (Figure 4). The number of non-compliances relating to food storage was comparable to the previous year, while cleaning non-compliance decreased by 24%. Non-compliances relating to poor maintenance increased slightly when compared to the previous year.

A new Non-Compliance item has been introduced since December 2023 regarding the requirement for a Food Safety Supervisor, this has increased when compared to the same period for the 2023-24 financial year given that the change was implemented after the comparable reporting period.

Figure 4: A Two-Year Comparison of Total Non-Compliances Per Category Identified at Routine Inspections in the Financial Year to Date

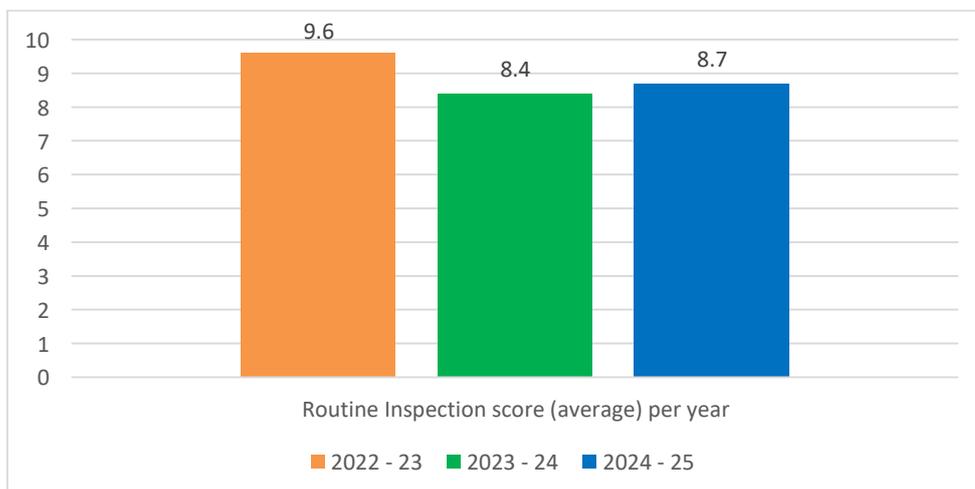


**FSRS Score**

In accordance with the FSRS EHOs calculate a score during the routine inspection based on how well the food business meets with the Food Safety Standards. A high inspection indicates poor compliance with the Food Safety Standards.

Figure 5 demonstrates that there is a decreasing trend over time in the average routine inspection score for the financial year to date over the past three years. The decrease in the average routine inspection score is a positive indication that food safety standards within businesses continues to improve. It is noted that the 2024-25 score is 0.3 points higher and does not indicate a significant increase.

Figure 5: A three year comparison of average inspection score across the current financial year to date.



*FSRS – Star Rating*

During the reporting period a total of 150 food businesses were assessed within the scheme, 15 more than the previous year.

Table 5 shows a significant increase in total number of food businesses receiving no stars. This is likely due to the enforcement approach taken during the reporting period that meant businesses without a Food Safety Supervisor appointed are automatically awarded no stars.

Food businesses receiving a 5-star rating decreased from 41% to 27%, a 14% decrease compared to the previous year. This may be explained, as detailed above, by businesses that may have qualified for a high star rating but were not compliant with Standard 3.2.2A and therefore automatically did not receive a star rating.

*Table 5: A two-year comparison of the percentage of businesses receiving a food star rating for the reporting period.*

	2023-24	2024-25	Difference
5 Star	41%	27%	↓ 14%
4 Star	21%	16%	↓ 5%
3 Star	13%	3%	↓ 10%
No Star	25%	54%	↑ 29%

*Figure 6: A two-year comparison of Food Safety Rating Scheme performance for captured inspections between 1 October and 31 January*

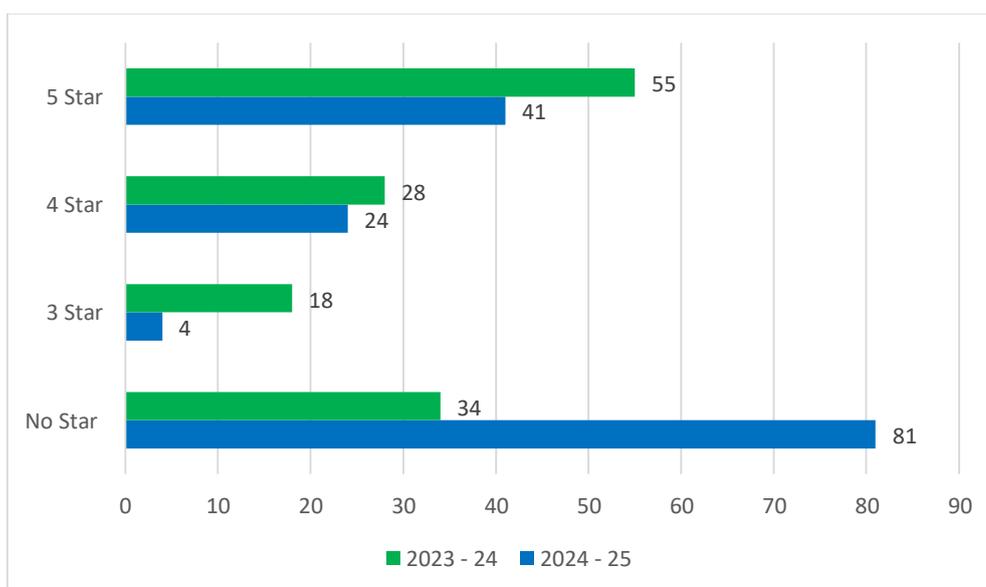


Table 6: Food Safety Rating Scheme performance per inspection from 1 October 2024 to 31 December 2024.

	Burnside	Campbelltown	NPSP	Prospect	Walkerville	Total
<b>5 Star (0 – 3 points)</b>	11	4	19	7	0	<b>41</b>
<b>4 Star (4 – 7 points)</b>	7	5	8	1	3	<b>24</b>
<b>3 Star (8 – 11 points)</b>	1	1	2	0	0	<b>4</b>
<b>No Star (12+ points)</b>	23	18	32	6	2	<b>81</b>
<b>Total</b>	<b>42</b>	<b>28</b>	<b>61</b>	<b>14</b>	<b>5</b>	<b>150</b>

For the financial year to date, there has been a 24% increase in businesses not receiving a star rating. This is explained by the change in enforcement approach that took effect at the beginning of the financial year, which automatically disqualifies a business from receiving stars when they do not have an appointed Food Safety Supervisor. The financial year has seen an overall decrease in star ratings (Table 7).

Table 7: A two-year comparison of the percentage of businesses receiving a Food Star Rating for the financial year to date.

	2023-24	2024-25	Difference
5 Star	37%	25%	 12%
4 Star	21%	16%	 5%
3 Star	13%	6%	 7%
No Star	29%	53%	 24%

Figure 7: A two-year comparison of Food Safety Rating Scheme Performance for captured inspections for the financial year to date

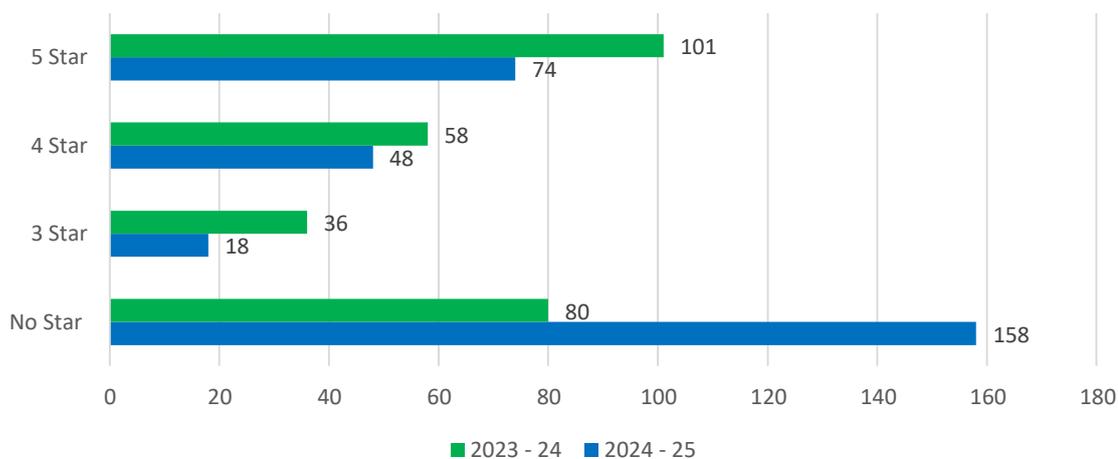


Table 8: Food Safety Rating Scheme Performance Per Inspection for the Financial Year to Date.

	Burnside	Campbelltown	NPSP	Prospect	Walkerville	Total
<b>5 Star (0 – 3 points)</b>	27	10	27	10	0	<b>74</b>
<b>4 Star (4 – 7 points)</b>	15	9	17	4	3	<b>48</b>
<b>3 Star (8 – 11 points)</b>	4	1	11	2	0	<b>18</b>
<b>No Star (12+ points)</b>	38	34	66	18	2	<b>158</b>
<b>Total</b>	<b>84</b>	<b>54</b>	<b>121</b>	<b>34</b>	<b>5</b>	<b>298</b>

## 2.4 Legal Actions for Food Premises

During the reporting period, a total of 63 Improvement Notices were issued, these have been separated into Improvement Notices issued for No Appointed Food Safety Supervisor and all other Improvement Notices. Two Prohibition Orders and three Expiation Notices were issued during the reporting period.

Table 9: Legal action taken from 1 October 2024 to 31 December 2024.

	Burnside	Campbelltown	NPSP	Prospect	Walkerville	Total
<b>Warning Letter</b>	0	3	2	2	1	<b>8</b>
<b>Improvement Notice</b>	5	6	6	4	2	<b>23</b>
<b>Improvement Notice (FSS)</b>	12	9	14	5	0	<b>40</b>
<b>Prohibition</b>	0	1	1	0	0	<b>2</b>
<b>Expiation Notice</b>	1	1	0	1	0	<b>3</b>
<b>Total</b>	<b>18</b>	<b>20</b>	<b>23</b>	<b>12</b>	<b>3</b>	<b>76</b>

As shown in Figure 8 there has been an increase in the number of legal actions, specifically the number of Improvement Notices and Warnings required to be issued for the current financial year to date when compared to the same period in the previous financial year. The Expiation Notice that was issued during the reporting period was for poor standards of cleanliness.

Figure 8: A Two-Year Comparison of Legal Action Taken for the Financial Year to Date

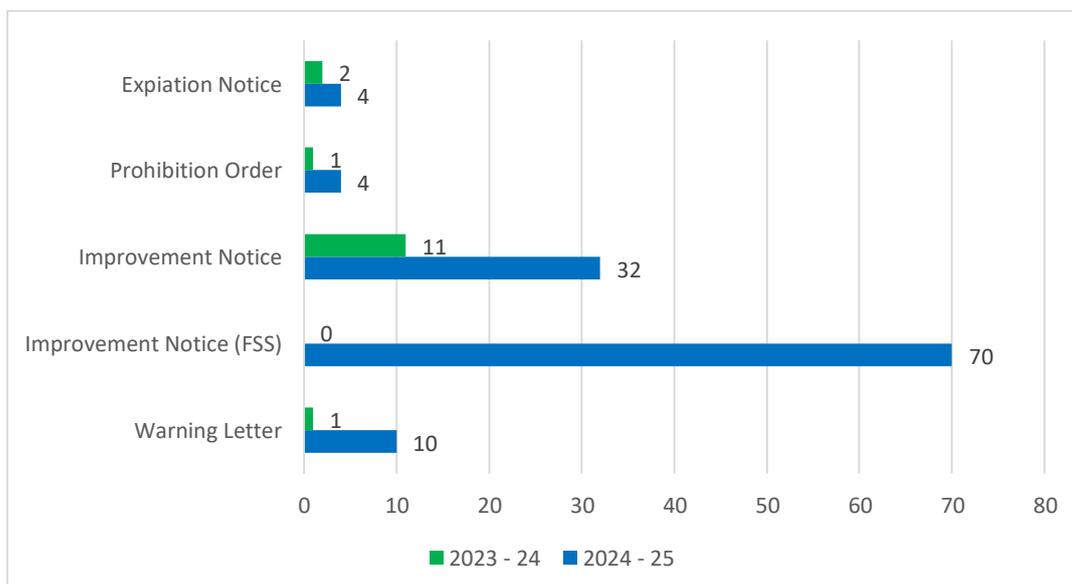


Table 10: Legal action taken for 2024-25 financial year to date

	Burnside	Campbelltown	NPSP	Prospect	Walkerville	Total
<b>Warning Letter</b>	1	3	3	2	1	<b>10</b>
<b>Improvement Notice</b>	7	6	9	8	2	<b>32</b>
<b>Improvement Notice (FSS)</b>	17	15	29	8	1	<b>70</b>
<b>Prohibition</b>	0	1	1	2	0	<b>4</b>
<b>Expiation Notice</b>	1	1	1	1	0	<b>4</b>
<b>Total</b>	<b>26</b>	<b>26</b>	<b>43</b>	<b>21</b>	<b>4</b>	<b>120</b>

Most food business requiring legal action were Priority 1 high risk businesses (Table 11). A total of 76 legal actions were required to be taken for food businesses during the reporting period.

Table 11: Legal action taken per food business risk classification from 1 October 2024 to 31 December 2024

<b>Enforcement Type</b>	<b>P1</b>	<b>P2</b>
Warning Letter	5	3
Improvement Notice	20	3
Improvement Notice (FSS)	30	10
Prohibition Order	1	1
Expiation Notice	3	0

## 2.5 Food Complaints

EHA received 20 complaints that were investigated under the *Food Act 2001* during the reporting period. The complaints are shown by category in Figure 9 and by respective Constituent Council area in Table 12.

When compared to the same reporting period for the previous financial year there was a decrease in complaints in all areas except unclean premises, which received the same number of complaints, and unsafe/unsuitable food which received more than double the number of complaints.

For the financial year to date, a total of 40 complaints have been received (Table 13). 54 complaints were received in the same period for the previous financial year. Complaints relating to unsafe or unsuitable food have seen the largest increase, while complaints in all other areas have decreased (Figure 10).

Figure 9: A two-year comparison of food complaints received between 1 October and 31 December 2023 and 2024.

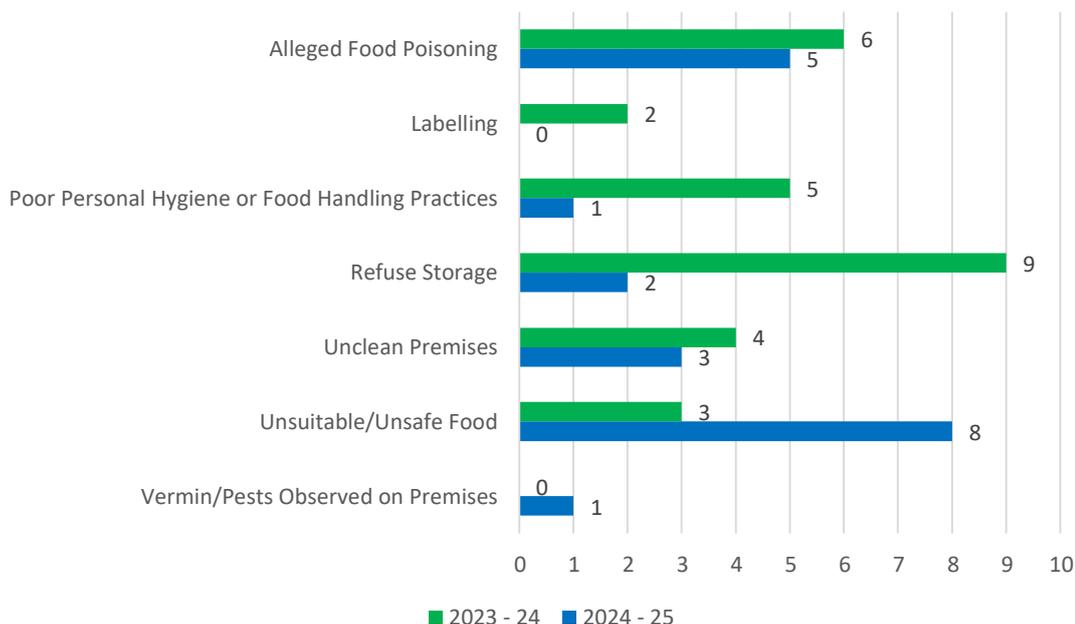


Table 12: Food complaints received by council area from 1 October 2024 to 31 December 2024.

	Burnside	Campbelltown	NPSP	Prospect	Walkerville	Total
<b>Alleged Food Poisoning</b>	0	1	3	1	0	<b>5</b>
<b>Food - Other</b>	0	0	0	0	0	<b>0</b>
<b>Poor personal hygiene or food handling practices</b>	1	0	0	0	0	<b>1</b>
<b>Refuse Storage</b>	2	0	0	0	0	<b>2</b>
<b>Unclean premises</b>	1	1	0	1	0	<b>3</b>
<b>Unsuitable/unsafe food</b>	2	1	4	1	0	<b>8</b>
<b>Vermin/Pests observed on premises</b>	0	0	1	0	0	<b>1</b>
<b>Total</b>	<b>6</b>	<b>3</b>	<b>8</b>	<b>3</b>	<b>0</b>	<b>20</b>

Figure 10: A two-year comparison of food complaints received for the financial year to date

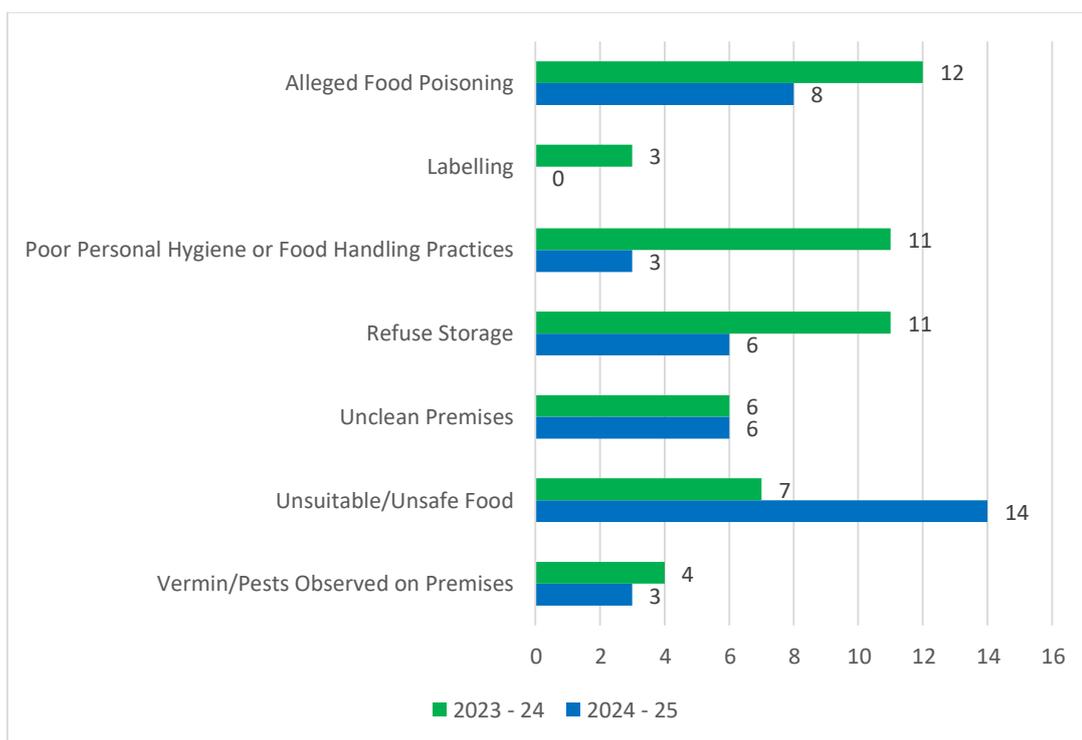


Table 13: Food complaints received by council area for financial year to date

	Burnside	Campbelltown	NPSP	Prospect	Walkerville	Total
<b>Alleged Food Poisoning</b>	1	1	3	3	0	<b>8</b>
<b>Food - Other</b>	0	0	0	0	0	<b>0</b>
<b>Poor personal hygiene or food handling practices</b>	1	1	1	0	0	<b>3</b>
<b>Refuse Storage</b>	2	1	3	0	0	<b>6</b>
<b>Unclean premises</b>	1	1	1	3	0	<b>6</b>
<b>Unsuitable/unsafe food</b>	3	2	7	1	1	<b>14</b>
<b>Vermin/Pests observed on premises</b>	1	1	1	0	0	<b>3</b>
<b>Total</b>	<b>9</b>	<b>7</b>	<b>16</b>	<b>7</b>	<b>2</b>	<b>40</b>

## 2.6 Audits of Businesses that Serve Vulnerable Populations

During the reporting period, nine businesses within the Constituent Council boundaries and 16 businesses in other council areas were audited under Standard 3.3.1 of the *Australia New Zealand Food Standards Code* (Table 14). No additional follow-up audits were required. A total of 38 audits have been completed for the financial year to date (Table 15).

Table 14: Food audits completed for the period from 1 October 2024 to 31 December 2024.

	Burnside	Campbelltown	NPSP	Prospect	Walkerville	Out of Council	Total
<b>Audits</b>	2	2	3	1	1	16	<b>25</b>
<b>Total</b>	<b>2</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>16</b>	<b>25</b>

Table 15: Food audits completed for the financial year to date

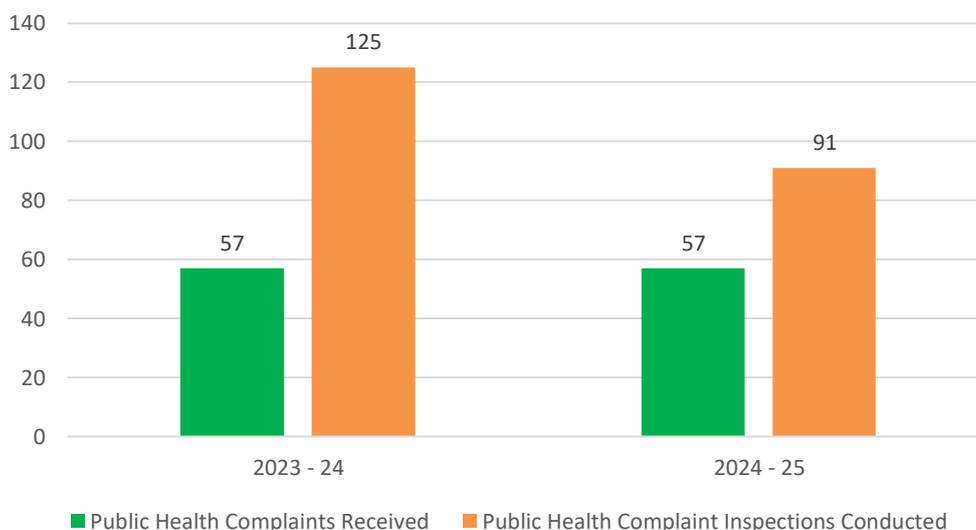
	Burnside	Campbelltown	NPSP	Prospect	Walkerville	Out of Council	Total
<b>Audits</b>	5	9	4	1	1	18	<b>38</b>
<b>Total</b>	<b>5</b>	<b>9</b>	<b>4</b>	<b>1</b>	<b>1</b>	<b>18</b>	<b>38</b>

### 3.0 Public Health

#### 3.1 Public Health Complaints

As shown in Figure 11, 57 public health complaints were received for the financial year to date which is comparable to the same period in the previous year. A total of 91 inspections were undertaken to investigate these complaints, this equates to an average rate of 1.59 inspections required per complaint received, compared to 2.19 inspections required per complaint the previous year.

*Figure 11: A Two-year comparison of public and environmental health complaints received vs completed inspections for the financial year to date*



Vector control, sanitation, and notifiable disease complaints are the most common type of public health complaints over the past two years (Figure 12), accounting for 93% of the complaints received in the current reporting period.

The total number of public and environmental health complaints received are further broken down by council area for the reporting period in Table 16, and for the financial year to date in Table 17.

For the financial year to date the number of complaints in each category is comparable to the previous financial year (Figure 13).

Figure 12: A two-year comparison of public and environmental health complaints received from 1 October - 31 December

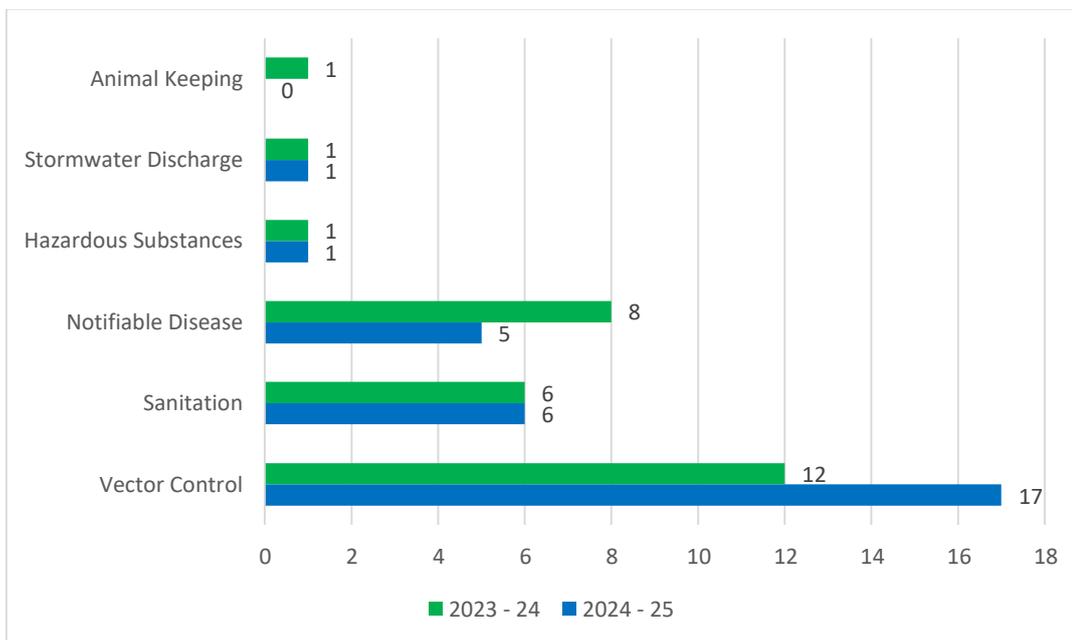


Table 16: Public and environmental health complaints for 1 October 2024 to 31 December 2024 by council area

	Burnside	Campbelltown	NPSP	Prospect	Walkerville	Total
<b>Hazardous Substances</b>	0	0	1	0	0	<b>1</b>
<b>Notifiable Disease</b>	2	3	0	0	0	<b>5</b>
<b>Sanitation</b>	3	1	1	0	1	<b>6</b>
<b>Stormwater Discharge</b>	0	0	1	0	0	<b>1</b>
<b>Vector Control</b>	9	5	1	2	0	<b>17</b>
<b>Total</b>	<b>14</b>	<b>9</b>	<b>4</b>	<b>2</b>	<b>1</b>	<b>30</b>

Figure 13: A Two-Year Comparison of Public and Environmental Health Complaints Received for the Financial Year to Date

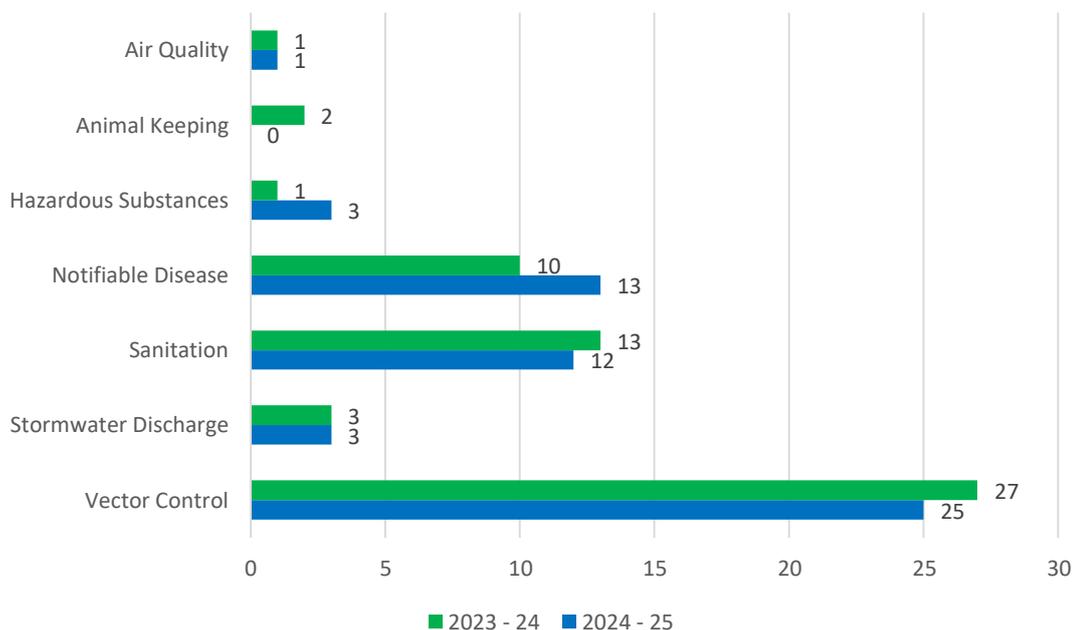


Table 17: Public and Environmental Health Complaints Received for the Financial Year to Date by Council Area

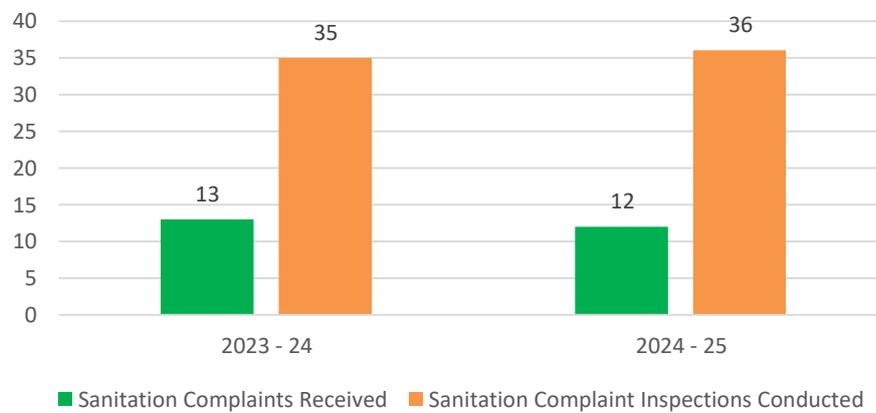
	Burnside	Campbelltown	NPSP	Prospect	Walkerville	Total
<b>Air Quality</b>	1	0	0	0	0	<b>1</b>
<b>Hazardous Substances</b>	0	0	3	0	0	<b>3</b>
<b>Notifiable Disease</b>	5	5	2	1	0	<b>13</b>
<b>Sanitation</b>	5	2	3	0	2	<b>12</b>
<b>Stormwater Discharge</b>	0	0	3	0	0	<b>3</b>
<b>Vector Control</b>	11	7	4	3	0	<b>25</b>
<b>Total</b>	<b>22</b>	<b>14</b>	<b>15</b>	<b>4</b>	<b>2</b>	<b>57</b>

Due to the nature of vector control and sanitation complaints the investigation will often require more than one inspection.

Sanitation complaints most commonly involve hoarding and squalor. These types of complaints are often complex and have additional underlying issues that require interaction from other agencies. Multiple inspections over an extended period are required to enable the complaint to be successfully addressed. Within the reporting period there were 36 sanitation inspections undertaken.

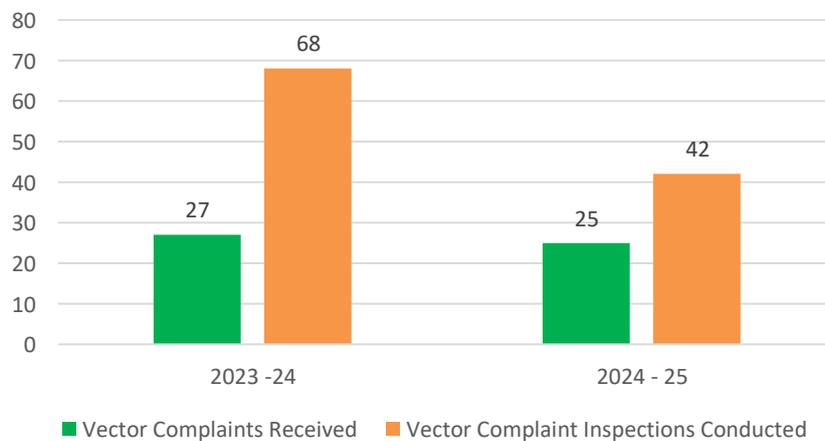
As shown in Figure 14, the number of sanitation complaints received is comparative over the past two years.

*Figure 14: A Two-year comparison of sanitation complaints received compared to completed inspections for the financial year to date*



A high proportion of vector control complaints relate to vermin activity which often involve multiple inspections, and these tend to require time for compliance between inspections. Vector control complaints received have remained the same, however inspections required have decreased (Figure 15).

*Figure 15: A comparison of vector control complaints received compared to completed inspections for the financial year to date*



### 3.2 Cooling Towers & Warm Water Systems

During the reporting period one warm water system inspection and two cooling tower inspections were conducted at two sites (Table 18). There has been a total of five inspections for the financial year to date (Table 19).

*Table 18: Cooling tower and warm water system inspections conducted from 1 October 2024 to 31 December 2024.*

	Burnside	Campbelltown	NPSP	Prospect	Walkerville	Total
<b>Routine Inspection</b>	0	3	0	0	0	<b>3</b>
<b><i>Legionella</i> Detections during sampling</b>	0	0	0	0	0	<b>0</b>
<b>Total</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>

*Table 19: Cooling tower and warm water system inspections for the financial year to date*

	Burnside	Campbelltown	NPSP	Prospect	Walkerville	Total
<b>Routine Inspection</b>	0	5	0	0	0	<b>5</b>
<b><i>Legionella</i> Detections during sampling</b>	0	0	0	0	0	<b>0</b>
<b>Total</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>

### 3.3 Public Swimming Pools and Spas

During the reporting period 29 routine swimming and spa pool inspections were conducted (Table 20). Two of these required a follow up inspection. As this reporting period is the first to capture the swimming and spa pool season, the total number of inspections conducted for the financial year to date is the same as the reporting period (Table 21).

Table 20: Swimming Pool and Spa inspections conducted between 1 October and 31 December 2024

	Burnside	Campbelltown	NPSP	Prospect	Walkerville	Total
<b>Routine Inspection</b>	14	2	9	2	2	<b>29</b>
<b>Follow-Up Inspection</b>	0	0	0	2	0	<b>2</b>
<b>Total</b>	<b>14</b>	<b>2</b>	<b>9</b>	<b>4</b>	<b>2</b>	<b>31</b>

Table 21: Swimming Pool and Spa inspections conducted for the financial year to date

	Burnside	Campbelltown	NPSP	Prospect	Walkerville	Total
<b>Routine Inspection</b>	14	2	9	2	2	<b>29</b>
<b>Follow-Up Inspection</b>	0	0	0	2	0	<b>2</b>
<b>Total</b>	<b>14</b>	<b>2</b>	<b>9</b>	<b>4</b>	<b>2</b>	<b>31</b>

### 3.4 Personal Care and Body Art

There were no routine inspections or complaints investigations required for Personal Care and Body Art premises during the reporting period.

### 3.5 Wastewater

Under the SA Public Health (Wastewater) Regulations 2013 wastewater service reports are regularly received and monitored for compliance on an ongoing basis. A total of 21 service reports were received and assessed during the reporting period.

#### 4.0 Health Care and Community Services - Supported Residential Facilities

For the reporting period 1 October 2024 to 31 December 2024 two structural audits were undertaken at one dual licence and one pension only facility under the *Supported Residential Facilities Act 1992*.

In preparation to commence SRF re-licensing process letters were sent to EHA's Constituent Council's Building and Fire Safety Committee requesting the required fire safety inspections to be undertaken and subsequent reports.

One manager application was received and assessed. The application is pending board approval.

#### 5.0 Environmental Health Education / Promotion

Environmental Health education, training and promotion plays an important role in protecting the health of the local communities from the potential health effects of environmental hazards. EHA does this by informing the local community and businesses through various forms of communication by:

- raising awareness of environmental hazards in the community
- providing training, education, technical guidance and advice
- outlining legislative responsibilities and updates.

##### Food Safety Training

On 28 November 2024 two 'Food Safety Training' sessions were presented by EHA's officers with 12 attendees. The session is aimed at educating food handlers on the fundamental principles of food safety with interactive activities to consolidate the participants learnings. The feedback received has been very positive with a consistent number of bookings received across the year.

EHA also offers onsite training for business within the area who have multiple employees who wish to undertake the training. An additional onsite training was run for a food business for 10 attendees.





Food Safety Newsletter

A biannual food safety Newsletter is provided to all food businesses within EHA’s five Constituent Councils.

EHA’s first newsletter for the financial year was released in December. Key themes included hand washing at temporary events and the Food Safety Supervisor requirements.



**RECOMMENDATION**

That:

The Environmental Health Activity Report is received

## 8.2 IMMUNISATION

### Public Clinics

#### Attendance and Vaccinations

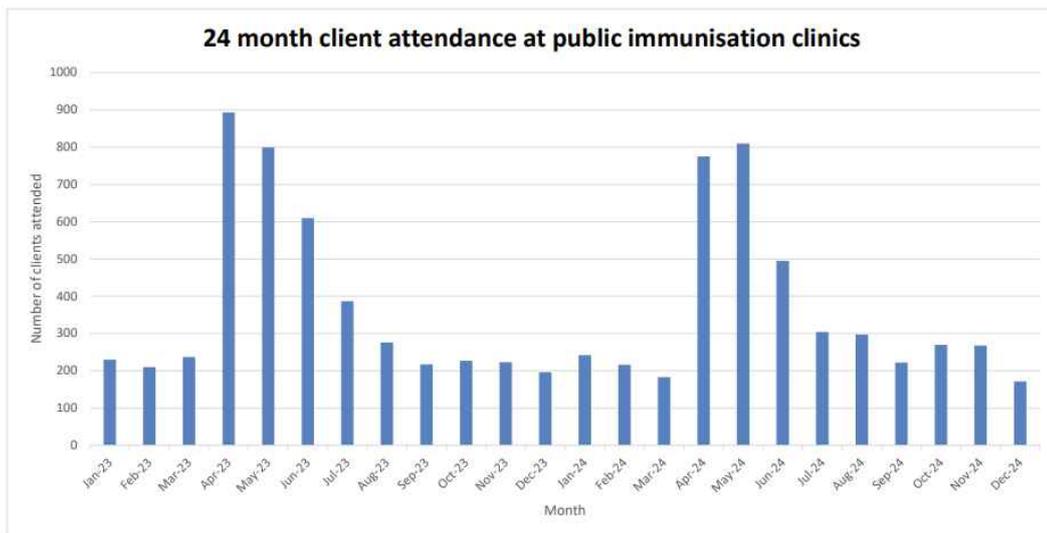
During the reporting period 709 clients visited one of EHA’s public immunisations clinics and a total of 1,787 vaccines were administered. There was an increase of 60 (9.24%) clients and 277 (18.34%) vaccines administered when compared to this reporting period the previous year.

The accessibility of multiple clinics across all Constituent Council locations and within the City of Unley enables clients with the flexibility of choice of location, dates and times.

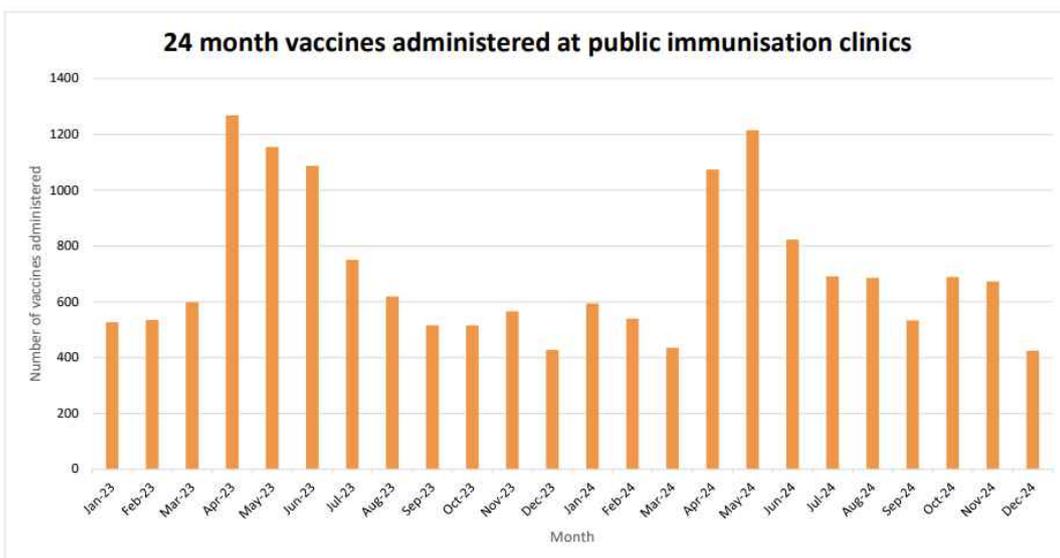
EHA’s online booking system continues to prove to be a preferred choice of booking by clients. There were 584 completed online bookings between October and December 2024, accounting for 80% of booked clients.

Below details Client attendance and Vaccines administered for the reporting periods of 2023 and 2024 (Table 1).

Graph 2: Client Numbers at public clinics – 24-month comparison



Graph 3: Vaccines administered at public clinics – 24-month comparison

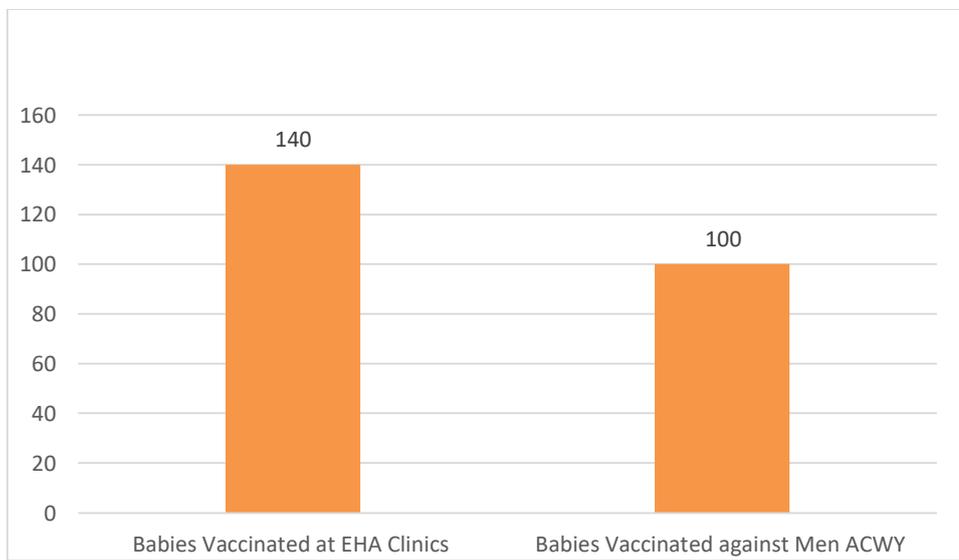


Education

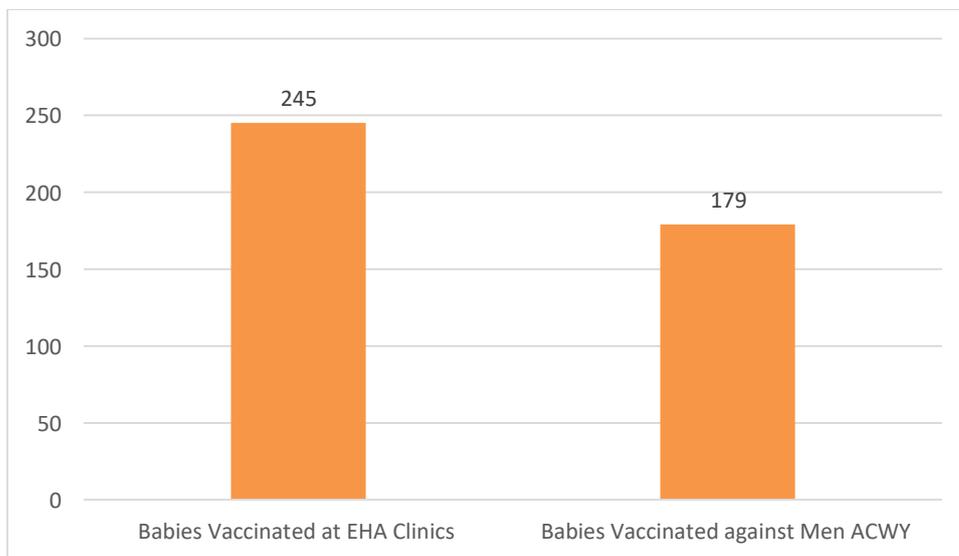
During EHA public immunisation clinics, the registered nurses take pride in ensuring parents are aware of the vaccines that are being administered to their babies and the effectiveness towards preventing infectious diseases.

The Meningococcal (Men) ACWY is not part of the funded National Immunisation Program. The registered Immunisation nurses educate and inform parents of this vaccine-preventable disease, with no obligation to vaccinate their baby. As shown in Graph 4, within the reporting period there was a high uptake with 71% of parents opting to further vaccinate their babies against Men ACWY. With a comparative uptake of 74% for the financial year to date (Graph 5).

Graph 4 – A graph demonstrating the number parents opting to further vaccinate their babies against Men ACWY at EHA Clinics for the reporting period.



Graph 5 – A graph demonstrating the number parents opting to further vaccinate their babies against Men ACWY at EHA Clinics for the financial year to date.



Non-Medicare 'Catch Up Program'

An additional part of EHA's Immunisation Service provides a client 'catch-up' program for new arrivals from overseas that are not Medicare Funded. The review of the overseas immunisation records can be complex and requires significant administrative time from the registered nurses. However, the program is important to ensure vaccinations are made available to everyone within our community to prevent the spread of infectious diseases.

As shown in Graph 6, during the reporting period 30 client catch-ups were received and reviewed. A total of 80 catch ups have been received from July to year to date.

Graph 6 – A graph illustrating the number of client catch-ups for the reporting period and financial year to date.

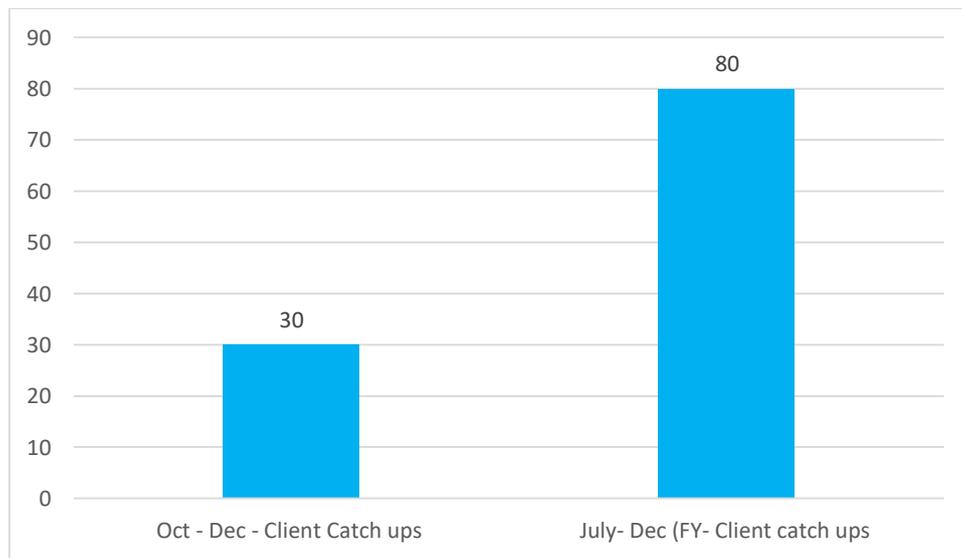


Table 2: Combined Clinic breakdown for the Quarter October 2024 – December 2024 and for the financial year to date.

Burnside Clinic				
<i>Burnside Council - 2nd and 4th Monday of each month</i>				
Client council of origin	Oct-Dec 24		YTD	
	Clients	Vaccines	Clients	Vaccines
Burnside	47	89	102	202
Campbelltown	9	24	31	74
NPSP	11	28	32	82
Prospect	2	9	5	16
Walkerville	1	5	5	11
Unley	6	14	12	32
Other	5	13	13	35
<b>Clinic Total Number</b>	<b>81</b>	<b>182</b>	<b>200</b>	<b>452</b>

Campbelltown Clinic				
<i>The ARC - 1st and 3rd Wednesday of each month</i>				
Client council of origin	Oct-Dec 24		YTD	
	Clients	Vaccines	Clients	Vaccines
Burnside	12	24	18	33
Campbelltown	46	116	88	202
NPSP	12	21	26	44
Prospect	0	0	0	0
Walkerville	3	8	4	12
Unley	0	0	1	3
Other	3	8	8	18
<b>Clinic Total Number</b>	<b>76</b>	<b>177</b>	<b>145</b>	<b>312</b>

Norwood Payneham & St Peters Clinic				
<i>Weekly at EHA offices</i>				
Client council of origin	Oct-Dec 24		YTD	
	Clients	Vaccines	Clients	Vaccines
Burnside	56	146	132	337
Campbelltown	105	272	233	591
NPSP	121	294	287	672
Prospect	31	73	67	169
Walkerville	9	29	20	49
Unley	24	73	54	141
Other	24	62	41	105
<b>Clinic Total Number</b>	<b>370</b>	<b>949</b>	<b>834</b>	<b>2064</b>

Prospect Clinic				
<i>Prospect Clinic - held at Prospect Town Hall Payinthi</i>				
Client council of origin	Oct-Dec 24		YTD	
	Clients	Vaccines	Clients	Vaccines
Burnside	1	1	9	12
Campbelltown	0	0	1	1
NPSP	1	4	3	11
Prospect	15	45	37	96
Walkerville	1	4	2	6
Unley	1	1	1	1
Other	2	6	4	8
<b>Clinic Total Number</b>	<b>21</b>	<b>61</b>	<b>57</b>	<b>135</b>

Walkerville Clinic				
<i>Walkerville Council - 1st Friday of each month</i>				
Client council of origin	Oct-Dec 24		YTD	
	Clients	Vaccines	Clients	Vaccines
Burnside	7	14	9	23
Campbelltown	9	30	17	48
NPSP	6	12	9	22
Prospect	1	4	5	14
Walkerville	2	2	13	27
Unley	3	12	4	15
Other	1	4	3	10
<b>Clinic Total Number</b>	<b>29</b>	<b>78</b>	<b>60</b>	<b>159</b>

Unley Clinic				
<i>Civic Centre - 3rd Wed, 4th Fri and 1st Sat of each month</i>				
Client council of origin	Oct-Dec 24		YTD	
	Clients	Vaccines	Clients	Vaccines
Burnside	9	17	23	48
Campbelltown	11	24	23	52
NPSP	5	13	9	26
Prospect	5	9	7	12
Walkerville	0	0	0	0
Unley	50	114	99	221
Other	19	33	42	87
<b>Clinic Total Number</b>	<b>99</b>	<b>210</b>	<b>203</b>	<b>446</b>

Grand Total of all Clinic Sites				
Client council of origin	Oct-Dec 2024		YTD	
	Clients	Vaccines	Clients	Vaccines
Burnside	132	291	293	655
Campbelltown	180	466	393	968
NPSP	156	372	366	857
Prospect	54	140	121	307
Walkerville	16	48	44	105
Unley	84	214	171	413
Other	54	126	111	263
<b>Clinic Total Number</b>	<b>676</b>	<b>1657</b>	<b>1499</b>	<b>3568</b>

**2024 and 2025 School Immunisation Program**

During the reporting period, four school visits were undertaken, completing the 2024 School Immunisation Program (SIP) within EHA’s Constituent Councils and City of Unley.

A total of 9,289 vaccines were administered for the full school year from January to December 2024 a decrease of 5,878 (38.63%) when compared to the same period in 2023 (Table 2). The decrease was due to Year 8 students no longer being part of the SIP immunisation program and EHA no longer providing the immunisation service to Adelaide Hills Council and their respective schools.

Table 2: School Vaccinations for Calendar Year to Date – January to December 2024

Council	Human Papillomavirus (HPV)	Diphtheria Tetanus and Pertussis (dTpa)	Meningococcal (Men B)	Men ACWY	Total
Burnside	769	775	1,451	841	<b>3,836</b>
Campbelltown	303	309	415	242	<b>1,269</b>
NPSP	465	467	1,006	593	<b>2,531</b>
Prospect	118	121	185	108	<b>532</b>
Walkerville	77	77	147	88	<b>387</b>
Unley	136	136	285	177	<b>734</b>
<b>Total</b>	<b>1,866</b>	<b>1,885</b>	<b>3,489</b>	<b>2,049</b>	<b>9,289</b>

Preparation for the 2025 SIP commenced in October 2024. As part of the preparation, communication was sent to all schools to confirm the 2025 SIP vaccines offered; proposal of school date visits for the schools to confirm; and a request of estimated 2025 student enrolments to allow EHA to plan for the upcoming year.

A review of the correspondence sent to the school immunisation coordinators and teachers was also conducted. The purpose of the review was to ensure EHA’s correspondence aligns with SA Health’s School Immunisation Protocols, is clear and concise and promotes the highest possible consent card return rate from parents / appointed legal guardians.

SA Health confirmed 2025 SIP Vaccines offered and the program is to include:

<b>Year 7 - one visit</b>	
Diphtheria/Tetanus/Pertussis (dTpa)	1 dose
Human Papillomavirus (HPV)	1 dose
<b>Year 10 – two visits, eight weeks apart</b>	
Meningococcal ACWY	1 dose (given at first visit)
Meningococcal B	2 dose course (min of 8 weeks between first and second visit)

Based on the number of schools within EHA’s Constituent Councils and within the City of Unley, a total of 39 first visits and 19 second visits are planned throughout the 2025 year.

## Workplace Influenza Program

In preparation to officially launch EHA’s 2025 Workplace Influenza program, a focus on creating new promotional material was undertaken. Two marketing flyers were created with key clear messaging, the inclusion of a QR code and direct link to enable access to EHA’s Workplace Online Booking. These changes aimed at providing the customer with a positive and seamless experience.

EHA’s 2025 Workplace Influenza program was officially launched in November 2024, with the new promotional material made available on our Website and promoted to a wide range of businesses within EHA’s Constituent Councils and surrounding areas. Following the launch and up until the end of the reporting period, 46 bookings have been confirmed, a small decrease of 10 compared to the previous year.

EHA’s 2025 Workplace Influenza program will proceed for approximately 13-weeks, with our first visit scheduled for 1 April 2025 and conclude around 30 June 2025. It is expected that further bookings will continue to be received in early 2025 prior to the commencement of the program due to a relaunch of the program in February.

**Secure Your Spot for the 2025 Flu Clinics at Work: Book Online Today and Stay Ahead of the curve!**

*Protect your team and strengthen your business by staying ahead with immunisation*

**eha** EASTERN HEALTH AUTHORITY

**Your workplace and staff's health and wellbeing is important to us**

Workplace immunisation protects your staff and the people in their care and importantly reduces costly absenteeism which helps to promote and maintain productivity within the workplace. Health and Wellbeing programs act as an incentive when attracting and retaining staff and contribute to staff satisfaction and employer reputation.

**BOOK NOW for 2025**  
Scan our QR code or visit [www.eha.sa.gov.au](http://www.eha.sa.gov.au)

**\$25 per person\***  
\*excluding GST and for groups of 20+

In 2024 we serviced  
88 workplaces  
3193 employees

**eha** EASTERN HEALTH AUTHORITY

As leading providers and specialists within the field of workplace vaccinations our **Workplace Immunisation Program** offers:

- Professional and specialised immunisation registered nurses who visit your workplace at a time that suits you and your team.
- A convenient and efficient onsite service resulting in minimal downtime and disruption to your business operation.
- Options for absent staff to attend one of our many EHA public clinics at various locations and times at their convenience.
- A wide range of booking options including a quick and easy online system allowing staff to self-book – simply email them a link and we do the rest.

**BOOK NOW for 2025**

For a instant quote or to register for an Immunisation Program at your workplace visit

[www.eha.sa.gov.au/immunisation/workplace-influenza](http://www.eha.sa.gov.au/immunisation/workplace-influenza)

**BOOK NOW** **GET A QUOTE**

## Marketing

To prepare for the 2025 Immunisation program, a review of EHA's Public Clinic Immunisation Timetable was undertaken, along with promotional posters to be made available at EHA's Constituent Councils and at the City of Unley.

As part of the review an analysis of past bookings identified preferred times, dates and locations, resulting in minor changes to start and finish times. The wording within the timetable and graphics was also reviewed to ensure clear consistent messaging.

To promote the EHA's 2025 public clinic timetable posters were supplied to Council's customer service desks and communications team for display which included information regarding the 2025 timetable and all services offered by EHA (below).

A bulk mailout of EHA's 2025 Public Clinic timetable was sent to local libraries, council offices, preschools, and community programs within each Constituent Council and within the City of Unley. Within this mailout the Workplace Influenza Flyers were also included to promote the program. This mailout comprised of over 150 local businesses, schools, preschools, libraries, and council facilities.

**eha** EASTERN HEALTH AUTHORITY

**Providing Immunisation services to families in 2025**

**Book now** for your child to receive the National Immunisation Program Vaccines via the QR code

EHA Immunisation clinics are held at the below locations:

- EHA Office's, St Peters Town Hall Complex, Payneham Rd
- The ARC Campbelltown, Lower North East Rd
- Burnside Council, Coopers Room, Tusmore
- Prospect Council, Paymithi, Irish Harp Room
- Unley Council, Civic Centre, Oxford Tee
- Walkerville Council, Gilberton

Both walk-in and appointment clinics are available

For more information or to book an appointment visit [eha.sa.gov.au](http://eha.sa.gov.au)  
[eha.sa.gov.au](http://eha.sa.gov.au) (08) 8132 3600

### **Continuing Professional Development & Affiliations**

Immunisation and Administration staff attended the annual Vaccinology Conference in November 2024 and the annual 2025 School Immunisation (SIP) Forum via an online update.

The Annual Vaccinology Conference provided key annual immunisation and comparative communicable disease statistics across the state; current concerns impacting the decline in statewide and national immunisation rates and strategies to communicate the public health importance of immunisation within the community. The Conference was also the platform to announce the introduction of the Respiratory Syncytial Virus (RSV) vaccine for pregnant women and babies to be available on the 2025 Immunisation Schedule.

The online 2025 SIP update confirmed the immunisation program to school students; a change to the National Immunisation Program; outlined key changes to the school consent cards and administration process; and provided key 2025 SIP dates.

During the update, SA Health communicated the change to the National Immunisation Program. The recommendation is a booster dose of Meningococcal B is now available for Year 10 students, if they have received a full course prior to the age of 14 years.

### **RECOMMENDATION**

That:

The Immunisation Services Report is received.

**9 Correspondence**

Cr Whittington Acknowledgement and Appreciation Letter

Our Ref: D25/1304

29 January 2025

Cr Sue Whittington  
City of Norwood Payneham and St Peters  
175 The Parade  
Norwood SA 5067

Dear Sue,

On behalf of the Eastern Health Authority board and staff, I want to express our sincere appreciation for your exceptional commitment and service as a board member for the past 24 years. This time included 12 years as the Chair of EHA, where your guidance and support were a positive influence on the ongoing development of our organisation.

The services that EHA provides are not always immediately visible but are vital in keeping people safe and healthy. Your genuine interest in Public Health and understanding of the important, but often unrecognised work we do to protect the health of the community has been invaluable.

Your passion to improve the standards of care for vulnerable people residing in Supported Residential Facilities was evident through your valuable contributions to the Supported Residential Facilities Advisory Committee and the Community Visitors Scheme.

Having collaborated with you for the entirety of your time on the EHA Board, I would like to personally thank you for the support and guidance that you have given me. Your presence on the board has been a true asset, and on behalf of EHA, we wish you all the very best in the future.

Yours sincerely,



Michael Livori  
Chief Executive Officer