

SCHEDULE: PHN Program: Commonwealth Psychosocial Support**Schedule Commencement Date:** 1 June 2019**Schedule Completion Date:** 30 December 2025**Agreement Id:** 4-1K1IOZZ**Schedule Id:** 4-BF78DB3**Item A DEPARTMENT'S PROGRAM INFORMATION****A.1 Program Name:** PHN Commonwealth Psychosocial Support

This schedule integrates the PHN Commonwealth Psychosocial Support Program (CPS Program) service delivery activity.

A.2 Program Description and Objectives

Under the CPS Program, the Australian Government provides funding to Primary Health Networks (PHNs) across Australia to commission services for people with severe mental illness and associated psychosocial functional impairment who are not accessing similar supports through the National Disability Insurance Scheme (NDIS) or state and territory based programs.

The objectives of the CPS Program are to:

- provide psychosocial support for people with severe mental illness and associated psychosocial functional impairment who are found eligible against criteria outlined in the *PHN Commonwealth Psychosocial Support Program Guidance*, and who are not being similarly supported through state or territory programs, or the NDIS
- provide non-clinical and recovery-oriented services for people with severe mental illness so they can recover and live safely in the community
- provide NDIS testing support to clients where they are identified as requiring more intensive or ongoing support
- improve access to psychosocial support services, equity in service availability, and mental health outcomes for the target cohort through improved service coordination
- consider and support the mental health and wellbeing of priority populations groups as outlined in clause 111 of the National Mental Health and Suicide Prevention Agreement (National Agreement); and
- support PHNs to engage with Local Health Networks (LHNs) and Local Area Coordinators in their regions to coordinate needs assessments, service planning and commissioning.

These objectives will be achieved through:

- providing a regional approach to collaborative community mental health services for eligible consumers outside of the National Disability Insurance Scheme (NDIS) through community mental health services, delivered through Primary Health Networks (PHNs).
- completing capacity and strengths-based assessments to ensure access to need-appropriate psychosocial supports to eligible consumers under a recovery-focussed and person-centred framework; and
- liaising with consumers, carers, existing service providers, Local Area Coordinators (LACs) and Local Health Networks (LHNs) to ensure complementary and flexible service delivery and support for consumers experiencing severe mental illness.

A.2.1 National Mental Health and Suicide Prevention Agreement (National Agreement)

The National Agreement came into effect on 8 March 2022 and has been signed by the Commonwealth and all state and territory governments. The CPS Program will support implementation of the National Agreement by progressing initiatives agreed in the associated bilateral schedules on Mental Health and Suicide Prevention.

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The aim of the National Agreement is to achieve systemic, whole-of-government reform to deliver a comprehensive, coordinated, consumer-focused mental health and suicide prevention system with joint accountability and clear funding arrangements across all governments. Under the National Agreement, the Commonwealth Government agreed to work with state and territory governments to:

- reduce system fragmentation through improved integration between Commonwealth and State-funded services;
- address gaps in the system by ensuring community-based mental health and suicide prevention services, and in particular ambulatory services, are effective, accessible and affordable; and
- prioritise further investment in prevention, early intervention and effective management of severe and enduring mental health conditions.

Item B YOUR ORGANISATION'S ACTIVITY INFORMATION

(see also clause 11.4 [Definitions] of the Terms and Conditions)

B.1	Name of Your Organisation:	EIS Health Limited
B.2	ABN:	68 603 815 818
B.3	Activity Name:	CPS Program
	Activity Start Date:	1 July 2019
	Activity End Date:	30 June 2025
	Activity ID:	4-GE692L7

Activity Details:

The aim of this activity is for Your Organisation to commission psychosocial support services to support new and existing eligible consumers. Services provided under the CPS Program should be complementary to those available within the region through other government funded psychosocial initiatives and mental health programs, with a recovery and person-centred focus. These services should aim to:

- increase functional capacity to live independently in the community;
- reduce the need for acute mental health services;
- increase connection and reduce isolation;
- increase knowledge and skills;
- increase engagement in daily activities, relationships and the community;
- improve or stabilise mental health and wellbeing;
- improve self-confidence and independence;
- move towards personal recovery goals; and
- support access to appropriate supports, including the NDIS where appropriate.

CPS Program services should be rolled out in accordance with the below requirements and the *PHN Commonwealth Psychosocial Support Program Guidance* documentation.

As part of the continued implementation of the CPS Program, Your Organisation is required to undertake the following:

- Consider the aims and approach of the CPS Program in accordance with the program guidance and this Schedule.
- Work with service providers to understand changes to service delivery arrangements, the number of consumers eligible for the CPS Program and how best to manage continued service delivery, entry of new consumers, and transition of consumers to new arrangements.
- Liaise with consumers, carers, service providers, LHNs and NDIS LACs in the region to ensure complementary and flexible service delivery.
- Establish arrangements for referrals to, and communication about CPS Program services.
- Complete capacity and strengths-based assessments with consumers to consistently determine suitability, support needs and ensure services are tailored to the strengths and needs of each individual.
- Complete individualised support plans for each consumer, based on the assessment and determination of eligibility.

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- a. Support plans will be reviewed regularly and also following any significant events in the life of the consumer that may affect their support needs.
- vii) Provide service navigation support to provide information, advice and referral assistance to consumers, their families and carers.
- viii) Provide support to CPS Program consumers to discretely test or re-test their eligibility for the NDIS where they are assessed as requiring ongoing and higher levels of services.
- ix) Fund existing or introduce new psychosocial support services to support eligible consumers.
- x) Maintain sufficient commissioned services to provide adequate service delivery.
- xi) Monitor and assess progress reports and milestones attached to payments.
- xii) Monitor budgets and underspends and amend payments accordingly.
- xiii) Collect and report information specifically in relation to this Activity under the Primary Mental Health Care Minimum Data Set (PMHC MDS).
- xiv) Maintain an issues register and take appropriate steps to resolve issues in collaboration with relevant parties.

Conflict

Without limiting clause 9.4 of the SFA [Conflicts], Your Organisation is required to:

- identify, document and manage conflicts of interest;
- put in place appropriate mitigation strategies; and
- structure its arrangements (including Board, Clinical Councils and Community Advisory Committees) to avoid, or actively and appropriately manage conflicts of interest.

Risk management

Your Organisation is required to:

- identify, document and manage risks and put in place appropriate mitigation strategies; and
- be responsible for managing risks to its own business activities and priorities.

Option to extend

The Department may offer to extend the Term of this Agreement for an additional period. In deciding whether to extend the Department may take into account the performance of Your Organisation.

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Activity Performance Indicators:

	Performance Indicator Description	Target	Source
1	CPS Program activities undertaken in accordance with the details set out in the Activity Work Plan	100%	Twelve Month Performance Report
2	PHN activities address prioritised needs as identified in PHN Needs Assessments	100%	Activity Work Plan
3	PHN continues to commission providers of non-clinical psychosocial support for people with severe mental illness and associated psychosocial functional impairment, who are not being similarly supported through state or territory programs, or the NDIS.	100%	Activity Work Plan Twelve Month Performance Report
4	It is expected that Your Organisation will meet all CPS Program activity requirements as outlined above and in accordance with reporting requirements specified in Item E of the schedule.	100%	Activity Work Plan Twelve Month Performance Report Financial Acquittal Reports and Financial Declarations
5.	Rate of regional population receiving PHN commissioned psychosocial support services for people with severe mental illness compared with previous year	5% growth, or where service capacity has been reached, maintenance of the previous year's rate	PMHC MDS
6.	Continue to provide NDIS testing support to clients where they are identified as requiring more intensive or ongoing support.	100% of clients seeking to test NDIS eligibility are supported by PHNs and commissioned providers	Twelve Month Performance Report

Primary Mental Health Care Minimum Data Set (PMHC MDS) collection and reporting requirements

Your Organisation must ensure all mandatory data are reported to the PMHC MDS as specified by the Department and published in the PMHC MDS Data Specification.

Your Organisation must participate in program evaluation activities, as specified by the Department.

Your Organisation's performance is monitored, assessed and managed by the Department in accordance with the PHN Program Performance and Quality Framework.

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- i. Your Organisation is required to submit data and reporting against performance indicators, in the form and timeframe specified by the Department.
- ii. Your Organisation acknowledges that its performance against the PHN Program Performance and Quality Framework may be made publicly available.
- iii. Your Organisation's performance will be assessed with regard to the PHN Program Performance and Quality Framework in order to determine eligibility for variations to the completion date of this Schedule.

Additional Information:**Location Information:**

Your Organisation has advised that all or part of the Activity will be delivered from the site location(s) specified below:

	Location Type	Subtype	Name	Address
1	Direct Funded	Other	EIS Health Limited	Tower A, Level 5 201 Coward Street MASCOT NSW 2020

Service Area:

Your Organisation has advised that the Activity will service the service area(s) specified below:

	Type	Service Area
1	Primary Health Networks Boundaries 2015	Central and Eastern Sydney

Your Organisation must advise the Department of any change to the site location or service area information in writing within 30 days after that change.

If, however, the location or area is a Works Location for Capital Works or a site location for Real Property or information about the location or area was provided to the Department as part of a selection/agreement process, any such change must be agreed in advance in writing by the Department before Your Organisation may implement the change.

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Item C FUNDING AND PAYMENT (see also clause 3 [Financial provisions] of the Terms and Conditions)

Activity Name: CPS Program

Financial Year		Funding amount (GST Exclusive)	GST component (if applicable)	Total (GST Inclusive)
2018-19		s 47G		
2019-2020				
2020-2021				
2021 - 2022	CoS			
	Service Delivery			
	Access Enablers*			
2022-2023	Service Delivery			
	Access Enablers*			
2023-2024	Service Delivery	s 47G		
	Access Enablers*	s 47G		
2024-2025	Service Delivery	s 47G		
	Access Enablers*	s 47G		
Total		\$26,891,830.77	\$2,689,183.08	\$29,581,013.85

* Access Enablers are activities which support service delivery, including: service navigation, NDIS testing support, capacity and strengths-based assessment, regional loading and PHN operational.

Bank Account Information:

Your Organisation must notify the Department in writing of any changes to these account details:

BSB Number:	s 47G
Financial Institution:	s 47G
Account Number:	s 47G
Account Name:	s 47G

Item D BUDGET (see also clause 3.5 [Budget] of the Terms and Conditions)**1. CPS Program**

Your Organisation must submit an annual CPS Program Budget for approval by the Department in accordance with Item E.2. Your Organisation must spend funding in accordance with the grant activity Budget.

If at any time the Department considers that funds for any period remain unspent and uncommitted and the Department has not approved such funds to also be used for a later period, the Department may recover all or any of the amount unspent by deducting it from amounts payable to Your Organisation.

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All decisions regarding the movement of funds are at the Department's discretion. Please contact the Department in writing to make a formal request to move funds between scheduled activities.

Item E REPORTS (see also clause 2.3 [Reports] of the Terms and Conditions)

Your Organisation's Reports must contain all the information specified below. All reports must be in English and in a form acceptable to the Department.

E.1 Performance Reports (Twelve Month Reports)

Your organisation must submit Twelve Month Reports that include the progress of the planned activities set out in the approved CPS Program Activity Work Plan as outlined at E.2 of this Schedule.

The Twelve Month Report must address progress against Objectives articulated in the Schedule.

The Twelve Month Report must also contain information on the performance of the Activity during the reporting period including:

- i) whether Activities have been undertaken in accordance with the CPS Program Activity Work Plan;
- ii) an explanation as to how Your Organisation is addressing any issues, problems or delays; and
- iii) an Income and Expenditure Statement against the approved updated CPS Program Activity Work Plan.

Your Organisation must submit the Twelve Month Report in the template specified by the Department (or another form agreed with the Department) in accordance with the timetable set out in Item F of this Schedule.

E.2 Activity Work Plan

An updated multi-year Activity Work Plan, including a Budget, for the CPS Program is to be provided as specified below:

- i) In accordance with Activities, Your Organisation must submit for the Department's approval in a format specified by the Department in accordance with the timetable set out in Item F of this Schedule:
 - a) an Activity Work Plan addressing all Activities under this Schedule; and
 - b) a CPS Program Budget.
- ii) The Activity Work Plan must include:
 - a) planned activities informed by the PHN Needs Assessment, for the relevant financial year, addressing the activities outlined at Item B;
 - b) provision for monitoring and evaluation of all Contracted Services and any direct Health Services.

Once these have been approved by the Department, Your Organisation is required to perform the Activity in accordance with this Agreement, including the CPS Program Activity Work Plan.

Your Organisation agrees that when the Activity Work Plans are approved by the Department, Your Organisation will make the public components of the Activity Work Plans (as identified in the template provided by the Department or otherwise notified in writing by the Department) available, as soon as practical, on Your Organisation's website. Public components exclude any sensitive content agreed by the Department.

E.3 Annual Report

None specified.

E.4 Financial Acquitall Reports and Financial Declarations

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Reports are to be provided for the CPS Program, as specified below:

- i) The Twelve Month Performance Report must include an audited Income and Expenditure Statement.

The audited Income and Expenditure Statements must:

- i) Follow the template as provided by the Department;
- ii) Record expenditure for the Activity against the approved CPS Program Budget; and
- iii) Be for the same period as the Performance Report.

Your organisation must submit a Financial Declaration confirming that the funds provided for the CPS Program Activity in the relevant financial year have been used in accordance with its intended purpose.

Your Organisation must submit the Financial Declaration in the template specified by the Department (or another form agreed with the Department) in accordance with the timetable set out in Item F of this Schedule.

E.5 Other Reports**1. Needs Assessment**

Your Organisation must submit the Needs Assessment annually, or as otherwise required in accordance with the timetable set out in Item F of the Schedule, and in the template specified by the Department (or another time and form agreed by the Department).

Your Organisation agrees that when the Needs Assessment is accepted by the Department, the public components of the Needs Assessment (as identified in the template provided by the Department or otherwise notified in writing by the Department) will, as soon as practical, be made available on Your Organisation's website. Public components exclude any sensitive content agreed by the Department.

E.6 Final Report**1. CPS Program activity**

The Final Report is the Twelve Month Performance Report submitted for the period 2024-2025.

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Item F MILESTONES/REPORTING REQUIREMENTS/PAYMENT SCHEDULE

The following table combines all of Your Organisation's reporting and other Milestones for all Activities under this Agreement.

Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.1	Payment	Primary Health Network – Psychosocial Support Interface	2018-2019 – PHN Psychosocial Support Interface Payment on Execution of Schedule	On Execution	s 47G	
F.2	Activity Work Plan	Primary Health Network – Continuity of Support and Psychosocial Support Interface	Submit an Activity Work Plan, setting out all proposed 2019-2020 Activities and an Annual Budget for 2019-2020	Within four weeks of execution of the Schedule	Not applicable	Not applicable
F.3	Payment	Primary Health Network – Continuity of Support	2019-2020 – Payment 1	1 July 2019	s 47G	
F.4	Payment	Primary Health Network – Psychosocial Support Interface	2019-2020 – Payment 1	1 July 2019	s 47G	
F.5	Payment	Primary Health Network – Continuity of Support	2019-2020 – Payment 2	11 November 2019	s 47G	
F.6	Payment	Primary Health Network – Psychosocial Support Interface	2019-2020 – Payment 2	11 November 2019	s 47G	
F.7	Other Report	Primary Health Network – Continuity of Support and	In accordance with Item E.5, Your Organisation must submit a Needs Assessment for the Department's approval in a format specified by the Department	15 November 2019	Not applicable	Not applicable

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Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
		Psychosocial Support Interface				
F.8	Activity Work Plan	Primary Health Network – Continuity of Support	Submit an Activity Work Plan, setting out all proposed 2020-2021 Activities and an Annual Budget for 2020-2021	17 February 2020	Not applicable	Not applicable
F.9	Payment	Primary Health Network – Continuity of Support	2019-2020 – Payment 3	1 March 2020	s 47G	
F.10	Payment	Primary Health Network – Psychosocial Support Interface	2019-2020 – Payment 3	1 March 2020	s 47G	
F.11	Performance Report	Primary Health Network – Continuity of Support and Psychosocial Support Interface	Submit a Six Month Performance Report for the Activity Period 1 July 2019 to 31 December 2019	31 March 2020	Not applicable	Not applicable
F.12	Financial Acquittal Report	Primary Health Network – Continuity of Support and Psychosocial Support Interface	Submit an Unaudited Income and Expenditure Statement for the Activity Period 1 July 2019 to 31 December 2019	31 March 2020	Not applicable	Not applicable
F.13	Payment	Primary Health Network – Continuity of Support	2019-2020 – Payment 4	31 May 2020	s 47G	
F.14	Payment	Primary Health Network – Psychosocial Support Interface	2019-2020 – Payment 4	31 May 2020	s 47G	

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Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.15	Payment	Primary Health Network – Continuity of Support	2020-2021 – Payment 1	1 July 2020	s 47G	
F.16	Performance Report	Primary Health Network – Continuity of Support and Psychosocial Support Interface	Submit a Twelve Month Performance Report for the Activity Period 1 July 2019 to 30 June 2020	30 September 2020	Not applicable	Not applicable
F.17	Financial Acquittal Report	Primary Health Network – Continuity of Support and Psychosocial Support Interface	Submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2019 to 30 June 2020	30 September 2020	Not applicable	Not applicable
F.18	Payment	Primary Health Network – Continuity of Support	2020-2021 – Payment 2	11 November 2020	s 47G	
F.19	Payment	Primary Health Network – Continuity of Support	Additional Funding for NDIS testing support and Regional loading.	On execution of Schedule	s 47G	
F.20	Payment	Primary Health Network – Psychosocial Support Interface	Additional Funding for Service Navigation Measure	On execution of Schedule	s 47G	
F.21	Other Report	Primary Health Network – Continuity of Support	In accordance with Item E.5, Your Organisation must submit a Needs Assessment for the Department's approval in a format specified by the Department	15 November 2020	Not applicable	Not applicable
F.22	Activity Work Plan	Primary Health Network – Continuity of Support and Psychosocial Support Interface	Your Organisation must review their multi-year Activity Work Plan and submit any amendments, and an updated Budget.	17 February 2021	Not applicable	Not applicable

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F.23	Payment	Primary Health Network – Continuity of Support	2020-2021 – Payment 3	1 March 2021	s 47G	
F.24	Payment	Primary Health Network – Continuity of Support	2020-2021 – Payment 4	31 May 2021	s 47G	
F.25	Payment	Primary Health Network – Continuity of Support	2021-2022 – Payment 1	1 July 2021	s 47G	
F.26	Payment	Primary Health Network – Commonwealth Psychosocial Support Program	2021-2022 – Payment 1	On execution	s 47G	
F.27	Performance Report	Primary Health Network – Continuity of Support and Psychosocial Support Interface	Submit a Twelve Month Performance Report for the Activity Period 1 July 2020 to 30 June 2021	30 September 2021	Not applicable	Not applicable
F.28	Financial Acquittal Report	Primary Health Network – Continuity of Support and Psychosocial Support Interface.	Submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2020 to 30 June 2021	30 September 2021	Not applicable	Not applicable
F.29	Payment	Primary Health Network – Commonwealth Psychosocial Support Program	2021-2022 – Payment 2	1 November 2021	s 47G	

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Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.30	Payment	Primary Health Network – Continuity of Support	2021-2022 – Payment 2	11 November 2021	s 47G	
F.31	Other Report	Primary Health Network – Commonwealth Psychosocial Support Program	In accordance with Item E.5 Your Organisation must submit a Needs Assessment for the Department's approval in a format specified by the Department	15 November 2021	Not applicable	Not applicable
F.32	Payment	Primary Health Network – Continuity of Support	2021-2022 – Payment 3	1 March 2022	s 47G	
F.33	Payment	Primary Health Network – Commonwealth Psychosocial Support Program	2021-2022 – Payment 3	1 March 2022	s 47G	
F.34	Activity Work Plan	Primary Health Network – Commonwealth Psychosocial Support Program	Your Organisation must review their multi-year Activity Work Plan and submit any amendments, and an updated Budget.	30 April 2022	Not applicable	Not applicable
F.35	Payment	Primary Health Network – Continuity of Support	2021-2022 – Payment 4	31 May 2022	s 47G	
F.36	Payment	Primary Health Network – Commonwealth Psychosocial Support Program	2021-2022 – Payment 4	31 May 2022	s 47G	
F.37	Payment	Primary Health Network –	2022-2023 – Payment 1	1 July 2022	s 47G	

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Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
		Commonwealth Psychosocial Support Program				
F.38	Performance Report	Primary Health Network – Commonwealth Psychosocial Support Program	Submit a Twelve Month Performance Report for the Activity Period 1 July 2021 to 30 June 2022	30 September 2022	Not applicable	Not applicable
F.39	Financial Acquittal Report	Primary Health Network – Commonwealth Psychosocial Support Program	Submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2021 to 30 June 2022	30 September 2022	Not applicable	Not applicable
F.40	Payment	Primary Health Network – Commonwealth Psychosocial Support Program	2022-2023 – Payment 2	1 November 2022	§ 47G	
F.41	Other Report	Primary Health Network – Commonwealth Psychosocial Support Program	In accordance with Item E.5 Your Organisation must submit a Needs Assessment for the Department's approval in a format specified by the Department	15 November 2022	Not applicable	Not applicable
F.42	Payment	Primary Health Network – Commonwealth Psychosocial Support Program	2022-2023 – Payment 3	1 March 2023	§ 47G	
F.43	Payment	Primary Health Network – Commonwealth	2022-2023 – Payment 4	31 May 2023	§ 47G	

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Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
		Psychosocial Support Program				
F.44	Performance Report	Primary Health Network – Commonwealth Psychosocial Support Program	Submit a Twelve Month Performance Report for the Activity Period 1 July 2022 to 30 June 2023	30 September 2023	Not applicable	Not applicable
F.45	Financial Acquittal Report	Primary Health Network – Commonwealth Psychosocial Support Program	Submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2022 to 30 June 2023	30 September 2023	Not applicable	Not applicable
F.46	Payment	Primary Health Network – Commonwealth Psychosocial Support Program	2023-2024 – Payment 1	1 October 2023	§ 47G	
F.47	Payment	Primary Health Network – Commonwealth Psychosocial Support Program	2023-2024 – Payment 2	1 November 2023	§ 47G	
F.48	Other Report	Primary Health Network – Commonwealth Psychosocial Support Program	In accordance with Item E.5 Your Organisation must submit a Needs Assessment for the Department's approval in a format specified by the Department	15 November 2023	Not applicable	Not applicable
F.49	Payment	Primary Health Network – Commonwealth	2023-2024 – Payment 3	1 March 2024	§ 47G	

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Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
		Psychosocial Support Program				
F.50	Activity Work Plan	Primary Health Network – Commonwealth Psychosocial Support Program	Your Organisation must review their multi-year Activity Work Plan and submit any amendments, and an updated Budget.	30 April 2024	Not applicable	Not applicable
F.51	Payment	Primary Health Network – Commonwealth Psychosocial Support Program	2023-2024 – Payment 4	31 May 2024	s 47G	
F.52	Payment	Primary Health Network – Commonwealth Psychosocial Support Program	2024-2025 – Payment 1	1 July 2024	s 47G	
F.53	Performance Report	Primary Health Network – Commonwealth Psychosocial Support Program	Submit a Twelve Month Performance Report for the Activity Period 1 July 2023 to 30 June 2024	30 September 2024	Not applicable	Not applicable
F.54	Financial Acquittal Report	Primary Health Network – Commonwealth Psychosocial Support Program	Submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2023 to 30 June 2024	30 September 2024	Not applicable	Not applicable
F.55	Payment	Primary Health Network – Commonwealth	2024-2025– Payment 2	1 November 2024	s 47G	

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		Psychosocial Support Program				
F.56	Other Report	Primary Health Network – Commonwealth Psychosocial Support Program	In accordance with Item E.5 Your Organisation must submit a Needs Assessment for the Department's approval in a format specified by the Department	15 November 2024	Not applicable	Not applicable
F.57	Payment	Primary Health Network – Commonwealth Psychosocial Support Program	2024-2025 – Payment 3	1 March 2025	s 47G	
F.58	Payment	Primary Health Network – Commonwealth Psychosocial Support Program	2024-2025 – Payment 4	31 May 2025	s 47G	
F.59	Final Performance Report	Primary Health Network – Commonwealth Psychosocial Support Program	Submit a Twelve Month Performance Report for the Activity Period 1 July 2024 to 30 June 2025	30 September 2025	Not applicable	Not applicable
F.60	Final Financial Acquittal Report	Primary Health Network – Commonwealth Psychosocial Support Program	Submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2024 to 30 June 2025	30 September 2025	Not applicable	Not applicable

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Item G INSURANCE REQUIREMENTS (see also clause 9.3 [Insurance] of the Terms and Conditions)

Your Organisation must have the following Activity specific insurance/s:

1. Primary Health Networks – CPS Program

- Workers' Compensation Insurance for an amount required by the relevant State and Territory Legislation;
- Public Liability Insurance for an amount of not less than 20 million dollars (20,000,000.00); and
- Professional indemnity insurance for an amount of not less than 10 million dollars (\$10,000,000.00) for non-clinical work.

Item H ASSETS (see also clause 5 [Assets] of the Terms and Conditions)

1. Primary Health Networks – CPS Program

Refer to A.5 of the Supplementary Conditions for further details. All Assets must be detailed on an Asset register, to be submitted to the Department with the Twelve Month Report.

Item I SUBCONTRACTORS (see also clause 4.2 [Subcontractors to be approved] of the Terms and Conditions)

The following subcontractors are required to undertake the Activity/ies as indicated:

1. Primary Health Networks – CPS Program

None specified.

Item J SPECIFIED PERSONNEL (see also clause 4.3 [Your Organisation's Personnel and Specified Personnel] of the Terms and Conditions)

The following Specified Personnel are required to undertake the Activity/ies as indicated:

1. Primary Health Networks – CPS Program

None specified.

Item K CONFIDENTIAL INFORMATION (see also Clause 8 [Confidentiality] of the Terms and Conditions)

The Commonwealth's Confidential Information is:

1. Primary Health Networks – CPS Program

None specified.

Item L NOTICES (see also Clause 4.5 [Notices] of the Terms and Conditions)

The Commonwealth's contact details and address for notices:

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Name	s 22
Position	Program Manager
Phone	s 22
Email	NSWPHN@health.gov.au
Postal Address	Department of Health Primary Health Networks Branch GPO Box 9848 CANBERRA ACT 2601

Your Organisation's contact details and address for notices:

Name	Ms Nathalie Hansen
Position	Chief Executive Officer
Phone	1300 986 991
Email	s 47F
Postal Address	EIS Health Limited Tower A, Level 5 201 Coward Street MASCOT NSW 2020

Item M **VULNERABLE PERSONS, POLICE CHECKS AND CRIMINAL RECORDS** (see also clause 4.1 [Working with Vulnerable Persons] of the Terms and Conditions)

1. Primary Health Networks – CPS Program

Supplementary Condition G8.1 applies to the Activity.

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Signatories to this Agreement

Parties **Commonwealth of Australia** ("Commonwealth"), as represented by and acting through **The Department of Health ABN 83 605 426 759**, Sirius Building, Cnr Furzer and Worgan St, Phillip ACT 2606 ("**Department**")

And

EIS Health Limited ABN 68 603 815 818, of Tower A, Level 5, 201 Coward Street, MASCOT NSW 2020 ("**Your Organisation**") **Executed by the Parties as a DEED on the**.....day of.....Year
.....

The Parties agree that by signing this Schedule they enter into the Agreement, which comprises this Schedule (including its Annexures and any Supplementary Conditions), the attached Cover Letter, the enclosed document entitled '*Terms and Conditions Standard Funding Agreement March 2015*' and any other documents incorporated by reference.

This Agreement is deemed to have commenced on 1 July 2019

Signed, Sealed and Delivered for and on behalf of the **Commonwealth of Australia** by the relevant Delegate, represented by and acting through the **Department of Health and Aged Care ABN 83 605 426 759** in the presence of:

s 22

(Signature of Departmental Representative)
25/09/2023

s 22

(Signature of Witness)

25/09/2023

s 22

(Name of Departmental Representative)

s 22

(Name of Witness in full)

Company

Signed by EIS Health Limited ABN 68 603 815 818 in accordance with its Constitution:

s 47F

(Signature of Director) 22 September 2023 | 12:21:28
.....

s 47F

(Signature of other Director/Secretary) 25 September 2023 |

s 47F

(Name of Director in full)

s 47F

(Name of other Director/Secretary)

Words or phrases defined in the Terms and Conditions carry the same meaning in this Schedule

Standard Funding Agreement Schedule

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ANNEXURE A - Supplementary Conditions**1. Incorporation of Supplementary Conditions**

- 1.1 The parties agree that this Annexure A:
- a. the Supplementary Conditions set out in Annexure A of the Primary Health Networks Core Funding Schedule are incorporated into this Annexure A, excluding Item A11.1.1 General Interpretation covering the order in which the funding agreement documents take priority. The order of priority of the documents forming part of this Agreement shall be the order as specified in clause 11.1.2 of the Department's Standard Terms and Conditions; and
 - b. if any amendments are made to those Supplementary Conditions those amendments will automatically be incorporated into this Annexure A without the need for the parties to comply with the procedure in clause 11.1.5 of the Terms and Conditions.

2. General interpretation of Agreement

- 2.1 Clause 11.1.2 of the Terms and Conditions is replaced with the following clause:
- If there is any conflict or inconsistency, the provisions in documents forming part of this Agreement take priority in the following order:
- a. the Supplementary Conditions referred to in clause 1 of Annexure A to the Schedule;
 - b. the Terms and Conditions;
 - c. the Schedule;
 - d. the Covering Letter; and
 - e. any documents incorporated by reference into the above documents.

3. Additional information

- 3.1 The following clause in Item B of the Schedule is deleted:
- Your Organisation must advise the Department of any change to the site location or service area information in writing within 30 days after that change.
- If, however, the location or area is a Works Location for Capital Works or a site location for Real Property or information about the location or area was provided to the Department as part of a selection/agreement process, any such change must be agreed in advance in writing by the Department before Your Organisation may implement the change.
- and replaced with the following wording:
- Your Organisation must advise the Department of any change to the site location within 30 days after that change.
- The Department may change the Service Area in accordance with clause A1.2 of the Supplementary Conditions referred to in clause 1 of Annexure A.

Words or phrases defined in the Terms and Conditions carry the same meaning in this Schedule

A1. CONTEXT AND TERM**A1.1. Compliance with additional Supplementary Conditions**

A1.1.1. Subject to A1.1.2, the Department may notify Your Organisation during the Term of this Agreement that additional Supplementary Conditions apply to Your Organisation because the Department's periodic risk review process has identified a significant negative change in Your Organisation's risk rating (as compared with the risk rating that applied at the Commencement Date).

A1.1.2. The Department will give at least 28 days' prior notice to Your Organisation of the additional Supplementary Conditions. The purpose of this notice period is to give Your Organisation the opportunity to:

- a. obtain information about why the risk rating has changed;
- b. mitigate to the Department's satisfaction the risks that have impacted on Your Organisation's risk rating; and/or
- c. consult with the Department in relation to the additional Supplementary Conditions.

A1.2. Boundaries

A1.2.1. The Department may, at its absolute discretion, revise the geographical boundaries of the PHN Region. This may occur, without limitation, in the event that LHN (or equivalent) boundaries are revised by a state or territory government. Your Organisation agrees to execute any amendment required to this Agreement to reflect the change in the PHN Region. The Department will:

- a. endeavour to give Your Organisation advance notice of any proposed changes; and
- b. consult and negotiate with Your Organisation in relation to:
 - i. the activities required to transition to the new boundaries and the costs of undertaking those activities;
 - ii. where there is an increase in the volume or type of Health Services – any additional funding that is required; and
 - iii. where there is a decrease in the volume or type of Health Services – any reduction in the Grant payable to Your Organisation (recognising that Your Organisation may have fixed and third party costs which are reasonable and cannot be avoided).

A2. YOUR ORGANISATION'S RESPONSIBILITIES**A2.1. Activity already commenced**

A2.1.1. Notwithstanding the Commencement Date, the Parties acknowledge and agree that Your Organisation commenced work, in relation to this Agreement, on the Activity Start Date. The Parties further agree that such work will be considered to be part of the Activity under this Agreement and that the Provisions of this Agreement, including without limitation clause 2.1.1 of the Terms and Conditions, will apply accordingly.

A2.2. Activity media events

A2.2.1. Where, as part of the Activity, Your Organisation intends to conduct any major or significant public launch or similar of any aspect of the Activity, Your Organisation must invite the Department's Minister to the opening or launch. Your Organisation must provide that invitation to the Department at least six weeks prior to the opening or launch.

A2.3. Statements made to or via the media

A2.3.1. Subject to clause 4.6 [No restriction on advocacy activities] of the Terms and Conditions, Your Organisation must not make any statement to or via the media regarding this Activity which Your Organisation believes (or an organisation in your position should have realised) will, or may, negatively impact Your Organisation meeting its obligations under this Agreement.

A2.4. Disclaimer – websites

A2.4.1. Unless the Department agrees to another form of words, Your Organisation must include the following disclaimer in a prominent position on any website that is produced with the Grant funds or as part of the Activity:

'While the Australian Government Department of Health has contributed to the funding of this website, the information on this website does not necessarily reflect the views of the Australian Government and is not advice that is provided, or information that is endorsed, by the Australian Government. The Australian Government is not responsible in negligence or otherwise for any injury, loss or damage however arising from the use of or reliance on the information provided on this website.'

A2.4.2. This Supplementary Condition A2.4 [Disclaimer – websites] does not limit any other Provision of this Agreement that requires Your Organisation to obtain approval from the Department, including the Department's approval of any form of acknowledgement.

A2.5. Disclaimer - Activity Material

A2.5.1. Unless the Department agrees to another form of words, Your Organisation must include either of the following disclaimers in a prominent position in any Activity Material that:

- a. contains health advice; and
- b. is published or disseminated to the public; and
- c. is produced with the Grant funds or as part of the Activity:

'While the Australian Government helped fund this document, it has not reviewed the content and is not responsible for any injury, loss or damage however arising from the use of or reliance on the information provided herein.'

Or

'While the Australian Government Department of Health has contributed to the funding of this material, the information contained in it does not necessarily reflect the views of the Australian Government and is not advice that is provided, or information that is endorsed, by the Australian Government. The Australian Government is not responsible in negligence or otherwise for any injury, loss or damage however arising from the use of or reliance on the information provided herein'.

A2.5.2. This Supplementary Condition A2.5 [Disclaimer – Activity Material] does not limit any other Provision of this Agreement that requires Your Organisation to obtain approval from the Department, including the Department's approval of any form of acknowledgement.

A2.6. Sensitive cultural information

A2.6.1. Where Your Organisation identifies that information provided to the Department in the Activity Material for the Activity is of a culturally sensitive nature, the Department agrees to treat that information as Your Organisation's Confidential Information and to deal with it only in accordance with clause 8.2 [Exceptions to non-disclosure] of the Terms and Conditions.

A2.7. Reports

A2.7.1. Clause 2.3.3 of the Terms and Conditions is amended to replace the words "30 days" with the words "60 days".

A2.8. Protection of Personal Information

A2.8.1. Clause 2.9.3 of the Terms and Conditions is replaced with the following clause:

- a. If Your Organisation provides a 'health service' (as defined in the Privacy Act 1988 (Cth) (Privacy Act)) to an individual, Your Organisation must:
 - i. comply with the requirements in the Privacy Act regarding the collection, use and disclosure of the individual's 'health information' or other 'sensitive information' (as those terms are defined in the Privacy Act);
 - ii. use best endeavours to obtain the written consent of the individual to the transfer of personal information relating to them collected or held by Your Organisation, in connection with that

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service being transferred to another Australian health service provider which is contracted by the Commonwealth or Your Organisation to provide similar health services to them;

iii. keep a record of the written consent provided by each individual in accordance with a.ii.; and

iv. ensure that records of individuals who do not consent are kept in such a way as to facilitate them being separated from other records in the event of a transfer of information to another Australian health provider.

b. If the Department:

i. terminates this Agreement;

ii. removes all or part of an Activity from the scope of this Agreement; or

iii. changes the boundaries of your PHN Region, then Your Organisation must comply with any direction from the Department to transfer the personal information (including health information) of each individual who has provided consent under clause a.ii to another Australian health service provider who is contracted by the Commonwealth to provide similar health services to that individual.

c. Where Your Organisation Purchases or Commissions Health Services it must ensure that the Services Agreement:

i. contains equivalent provisions to clauses 2.9.3a and b; and

ii. supports Your Organisation's ability to change its Purchasing or Commissioning arrangements over the Term.

A3. FINANCIAL PROVISIONS**A3.1. Your Organisation's use of the Grant**

A3.1.1. Without limiting clause 3.3.1 of the Terms and Conditions, Your Organisation must:

a. provide Value for Money within budget parameters, including minimising administrative overheads and ensuring the efficient delivery of nationally and locally determined priorities; and

b. manage the Grant Funds appropriately and ethically.

A3.2. Prohibited use of the Grant

A3.2.1. Without limiting clause 3.4.1 of the Terms and Conditions and Supplementary Condition A5.4, unless otherwise agreed by the Department in writing, the Grant must not be used for:

a. capital infrastructure such as the purchase of real estate or for building or construction or demolition;

b. security for the purpose of obtaining commercial loans or for the purpose of meeting existing loan obligations;

c. legal or other costs (including damages) to settle unfair dismissal grievances and/or settle other claims brought against Your Organisation;

d. retrospective items/activities; or

e. activities undertaken by political organisations.

A3.2.2. Clause 3.4.1 of the Terms and Conditions is amended to delete clause 3.4.1f (prohibition on sitting fees). No further approval is required under clause 9.5.2 of the Terms and Conditions to the payment of sitting fees to Board members.

A3.3. Other Contributions

A3.3.1. For the avoidance of doubt, clauses 2.2.1, 3.2.3 and 3.8 of the Standard Funding Agreement Terms and Conditions 2015 do not apply to additional contributions received for activities that enhance the service delivery of an Activity.

A3.4. Medicare Benefits

A3.4.1. For the purposes of this Supplementary Condition A3.3 [Medicare Benefits], 'Medicare Benefits' means Other Contributions in the form of benefits or rebates paid to Your Organisation for professional services performed as part of the Activity which are:

- a. listed in the Medicare Benefits Schedule; and
- b. rendered by Your Organisation to its clients, in accordance with the Health Insurance Act 1973 (Cth).

A3.4.2. Your Organisation must use all Medicare Benefits that it receives, and all interest that it earns on those Medicare Benefits, solely for the purpose of providing comprehensive primary health care services in the course of the Activity.

A4. PARTIES' RELATIONSHIP AND PERSONNEL**A4.1. Services that cannot be subcontracted**

A4.1.1. Without limiting clause 4.2 of the Terms and Conditions, Your Organisation must not subcontract the following services:

- a. governance structures including Clinical Councils and Community Advisory Committees;
- b. stakeholder relationship management and engagement; and
- c. supporting general practice.

A4.2. Purchasing or Commissioning of services

A4.2.1. Subject to this Supplementary Condition A4.2, where Your Organisation contracts a third party to provide Health Services using Flexible Funding, funding under programme schedules or other types of Grant funds notified by the Department in writing:

- a. Your Organisation does not need to obtain the Department's approval under clause 4.2 [Subcontractors to be approved] of the Terms and Conditions;
- b. the contract between Your Organisation and the third party (Services Agreement) is not a Subcontract for the purposes of this Agreement; but
- c. Your Organisation must include information about the Services Agreement (including the identity of the third party and the nature of the Health Services it is providing) in its next report to the Department.

A4.2.2. Your Organisation:

- a. must not Purchase or Commission services from a third party named by the Director of the Workplace Gender Equality Agency as an employer currently not complying with the Workplace Gender Equality Act 2012 (Cth);
- b. must ensure that the agreement with the third party (Services Agreement) contains a right of termination to take account of the Department's rights of termination and reduction under clause 10 [Termination] of the Terms and Conditions and Your Organisation must, where the Department considers appropriate, make use of that right in the event of a termination or reduction in scope of an Activity or this Agreement;
- c. must ensure that the third party has necessary relevant expertise and the appropriate types and amounts of insurance to perform the work it is engaged by Your Organisation to perform;
- d. must ensure that the third party expressly consents to the disclosure of its identity (and their Personal Information if the third party is an individual) to the Department. The consent obtained must extend to allowing the Commonwealth to publish, in the types of publications specified in this clause 2.8 [Permission to publicise the Grant] of the Terms and Conditions, information about the third party, including its identity and the existence and nature of the arrangement;

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- e. must ensure that the Services Agreement contains provisions that will enable Your Organisation to comply with Your Organisation's obligations under clause 6.2 [Access to documents] of the Terms and Conditions;
- f. must ensure that the Services Agreement contains provisions that will require the third party to comply with the same obligations as Your Organisation under clause 2.9 [Protection of Personal Information] of the Terms and Conditions; and
- g. must require that the third party acknowledge that it may be considered a 'Commonwealth service provider' for the purposes of the Ombudsman Act 1976 (Cth) and subject to investigation by the Ombudsman under that Act. The Department will not be liable for the cost of any such investigation by the Ombudsman.

A4.2.3. Your Organisation must achieve Value for Money whenever it Purchases or Commissions services. The Department reserves the right to review whether Your Organisation's procurement decisions represent Value for Money. If Value for Money cannot be demonstrated, Your Organisation may be subject to further audits and action in line with the Agreement.

A.4.3. Co-ordination and co-operation

A.4.3.1. Subject to clause 4.6 [No restriction on advocacy activities] of the Terms and Conditions and Supplementary Condition A4.3.2, your Organisation must comply with reasonable requests from the Department in relation to matters such as:

- a. facilitating and hosting visits from public officials;
- b. supporting PHN programme objectives in relation to delivery of primary health care;
- c. supporting dissemination of public announcements including but not limited to public health announcements; and
- d. implementing suggestions in relation to best practice in health services delivery.

A.4.3.2. If your Organisation considers that it cannot comply with a request under Supplementary Condition A4.3.1 then your Organisation must engage in co operative and responsive discussions with the Department with a view to identifying an alternative response from your Organisation that will assist the Department to meet its objectives.

A5. ASSETS**A5.1. Procurements that achieve Value for Money**

A5.1.1. Your Organisation must Acquire any Assets in accordance with principles of open and effective competition, Value for Money and fair dealing.

A5.1.2. If the GST inclusive cost of Your Organisation Acquiring an Asset for the Activity is more than \$55,000 (or any other amount that is specified in the Schedule for the purpose of this Supplementary Condition A5.1 [Procurements that achieve Value for Money]), Your Organisation must obtain:

- a. written quotes; or
- b. tenders in response to a public invitation, to provide the Asset from:
- c. three or more suitable suppliers; or
- d. one or two suitable suppliers, if Your Organisation reasonably determines it is not possible or practicable to obtain tenders or quotes from three or more suitable suppliers and Your Organisation informs the Department within 14 days after making that determination.

A5.2. Assistance with the procurement process

A5.2.1. If the Activity requires Your Organisation to undertake a procurement process and Your Organisation does not have the capacity to undertake that procurement process, the Department may require Your Organisation to engage an appropriate person, approved by the Department, to assist Your Organisation to undertake that procurement.

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A5.3. Asset not procured as required

A5.3.1. If:

- a. the Activity requires Your Organisation to Acquire an Asset; and
- b. Your Organisation does not Acquire the Asset within 90 days (or if another timeframe is specified in the Schedule for the purpose of this Supplementary Condition A5.3 [Asset not procured as required], that other timeframe) after the date the Department pays Your Organisation an amount of Grant funds for that purpose, then:
- c. Your Organisation must notify the Department that the Asset has not been acquired and the reason for this; and
- d. the Department may reduce the Grant funds remaining payable under this Agreement (for any Activity) by the amount of Grant funds for the Asset referred to in paragraph b.

A5.4. Motor vehicles

A.5.4.1. If, as part of the Activity, the Department provides Grant funds to Your Organisation to enable Your Organisation to acquire an Asset that is a motor vehicle, Your Organisation must:

- a. have it regularly serviced and maintained in accordance with the manufacturer's specifications or recommendations, and keep full records of its servicing and maintenance;
- b. ensure that it is driven only by Your Organisation's officers, employees, volunteers and/or contractors who are authorised by Your Organisation to do so and who hold an appropriate driver's licence;
- c. if the vehicle is purchased, ensure that it is unencumbered when acquired; and
- d. if the vehicle is second-hand, have the vehicle certified by a qualified mechanic as to its roadworthiness and mechanical suitability for its intended purpose before Your Organisation Commits or spends any of the Activity's Grant funds on the vehicle.

A5.5. Personal Property Security Act - Assets

A5.5.1. Your Organisation agrees that:

- a. Your Organisation hereby grants the Commonwealth a security interest within the meaning of the Personal Property Securities Act 2009 (Cth) (PPS Act) over the Assets and the proceeds of the Assets;
- b. the security interest in this clause secures Your Organisation's obligations under clauses 5.1.5, 5.1.7 and 5.1.8 of the Terms and Conditions and all other amounts that are payable, owing but not payable, or that otherwise remain unpaid by Your Organisation to the Commonwealth under or in connection with this Agreement;
- c. the entering into of this Agreement is 'attachment' for the purposes of the PPS Act;
- d. Your Organisation must provide all information to the Commonwealth or its representative and provide anything or do anything that the Commonwealth needs to receive or have done in order to be able to effectively register its security interest in any Asset and the proceeds on the Personal Property Securities Register established by section 147 of the PPS Act ('PPSR'), including any information set out in Item H of the Schedule for the Activity within 5 days after the Commencement Date;
- e. if at any time the information provided under Supplementary Condition A5.5.1.c, or any other details, change in a way that will have an impact on the Commonwealth's security interest (including but not limited to any change in Your Organisation's name, any dealing with the Asset or the proceeds or purchasing of any additional Asset), Your Organisation must notify the Commonwealth of that change within 7 days after the change occurs and provide all information and do anything that the Commonwealth requires in order for its security interest to be maintained;
- f. any Asset in which the Commonwealth has a security interest is not to become 'accessions', 'fixtures' or 'commingled goods' as defined in the PPS Act without the Department's prior written consent; and
- g. nothing in this Agreement is to be construed as an agreement to subordinate any security interest of the Commonwealth in favour of any other person.

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A5.5.2. If Your Organisation defaults in the timely performance of the obligations referred to in Supplementary Condition A5.5.1b, the Commonwealth may repossess the Asset and otherwise enforce its security interest. The Commonwealth or an agent of the Commonwealth, may, for that purpose, enter any premises occupied by Your Organisation and remove the Asset, including by detaching the Assets from any other items to which they may be attached, or by detaching the Assets from any land to which they may be fixed.

A5.5.3. Your Organisation and the Commonwealth agree that for the purposes of section 14(6) of the PPS Act, any payments made in respect of obligations secured by a security interest under this Agreement will be applied in the following order:

- a. to obligations secured by a general security interest; and then
- b. to obligations secured by a purchase money security interest.

A5.5.4. To the extent the Law permits, for the purposes of sections 115(1) and 115(7) of the PPS Act, the Commonwealth need not comply with sections 95, 121(4), 130 (to the extent that it requires the secured party to give a notice to the grantor), 132 or 137(3) of the PPS Act.

A5.5.5. Your Organisation must not, without the Department's prior written consent, grant or purport to grant a security interest as defined in the PPS Act over any Asset owned by Your Organisation or do any other thing or allow any other dealing that will impact on the Department's security interest whether or not registered on the PPSR. For the avoidance of doubt, Your Organisation must not grant a security interest as defined in the PPS Act to any third party without the Department's prior written consent. Any consent by the Department may be subject to conditions, including requiring Your Organisation to ensure that any other secured party enters into a subordination agreement with the Commonwealth to ensure the Commonwealth's security interest in the Asset is not subordinated to other interests.

A6. WORK HEALTH AND SAFETY

A6.1.1. The obligations in this Supplementary Condition A6 [Work health and safety] operate in addition to clause 4.7 [Work health and safety] of the Terms and Conditions.

A6.1.2. Your Organisation must ensure, so far as is reasonably practicable, the health and safety of the following workers while they are working in relation to the Activity:

- a. workers engaged or caused to be engaged by Your Organisation; and
- b. workers whose activities in carrying out work are influenced or directed by Your Organisation.

A6.1.3. Your Organisation must also ensure, so far as is reasonably practicable, that the health and safety of other persons (including Commonwealth Personnel) is not put at risk as a result of work carried out in relation to this Activity.

A6.1.4. Your Organisation must consult, cooperate and coordinate with the Department and other 'duty holders' (as that term is used in the WHS Act) in relation to Your Organisation's work health and safety duties.

A6.1.5. If a Health Management Adviser is appointed to Your Organisation and an event occurs in relation to Your Organisation's work under this Agreement that leads, or could lead, to the death, injury or harm to, or illness of, any person or a dangerous incident as defined in the applicable WHS Law (Notifiable Incident), Your Organisation must:

- a. immediately report the matter to the Department, including all relevant details that are known to Your Organisation;
- b. as soon as possible after the Notifiable Incident, investigate the Notifiable Incident to determine, as far as it can reasonably be done:
 - i. its cause; and
 - ii. what adverse effects (if any) it will have on Your Organisation's conduct of the Activity, including adverse effects on health and safety;
- c. as soon as possible after the Notifiable Incident, take all reasonable steps to remedy the effects of the Notifiable Incident on health and safety;

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- d. as soon as possible after the Notifiable Incident, take all reasonable steps (including by instituting procedures and systems) to ensure that the kinds of events or circumstances which led to the Notifiable Incident do not reoccur;
- e. within 3 business days after the Notifiable Incident, give the Department a written report detailing the Notifiable Incident, including the results of the investigations required by Supplementary Condition A6.1.5.b, and a statement of the steps Your Organisation has taken or that Your Organisation proposes to take, as required by this Supplementary Condition A6.1.5;
- f. within 60 business days after the Notifiable Incident, give the Department a written report giving full details of Your Organisation's actions in relation to the Notifiable Incident;
- g. provide the Department with a copy of any report from the Government Authority investigating the Notifiable Incident within 5 business days after Your Organisation receives a copy of that report; and
- h. fully co-operate with any investigation by any Government Agency with respect to a Notifiable Incident, including parliamentary inquiries, boards of inquiry and coroner's investigations.

A6.1.6. Your Organisation must not enter into any Subcontract for the purpose of directly or indirectly fulfilling obligations under this Agreement, unless such a Subcontract requires the Subcontractor to comply with provisions equivalent to those contained in this Supplementary Condition A6 [Work health and safety]. This requirement does not apply to Contracted Services that Your Organisation Purchases or Commissions using Flexible Funding or other types of Grant funds notified by the Department in writing.

A7. COMPLAINTS HANDLING

A7.1.1. Throughout the Activity Period for the Activity, Your Organisation must implement a procedure for addressing complaints from Your Organisation's clients and their representatives in connection with the Activity. The procedure must be:

- a. simple for complainants to understand and follow;
- b. fair;
- c. free of charge for complainants; and
- d. set out in a document which is available for viewing by any person on request and free of charge (for example, on Your Organisation's website).

A7.1.2. In performing the Activity, Your Organisation must not:

- a. cease providing a person with goods or services;
- b. refuse a person access to those goods or services;
- c. otherwise recriminate against any person,

because they have made a complaint to, or about, Your Organisation in connection with an Activity. This does not, however, preclude Your Organisation from taking necessary action to ensure safety and prevent harm to any person.

A7.1.3. Your Organisation's obligations under this Supplementary Condition A7 [Complaints handling] are in addition to, and do not replace, any other obligations Your Organisation may have to implement complaints processes or procedures (for example, in accordance with any Law).

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A9. REMEDIATION PLAN**A9.1. Defined terms**

A9.1.1. For the purposes of this Supplementary Condition A9 [Remediation Plan], a 'Remediation Plan' is a plan for the Activity, in a form and containing the information required by the Department, that details the actions that Your Organisation will take to address any concerns about the Activity that the Department has notified to Your Organisation under Supplementary Condition A9.2.1.

A9.2. The Department may request a Remediation Plan

A9.2.1. If, following access to and a review of the premises, Material or anything else used for the Activity, the Department is concerned about Your Organisation's performance of any aspect of the Activity, the Department may (but is not obliged to) give Your Organisation a notice summarising those concerns and requiring Your Organisation to provide the Department with a draft Remediation Plan for the Activity.

A9.2.2. Your Organisation must provide a draft Remediation Plan to the Department for its approval within 14 days after Your Organisation receives the notice specified in Supplementary Condition A9.2.1 or if a later date is agreed in writing by the Parties, by that later date.

A9.2.3. The Department may approve the draft Remediation Plan or it may require changes to the draft Remediation Plan before the Department approves it.

A9.2.4. If the Department acting reasonably requires changes to a draft Remediation Plan, Your Organisation must make the changes and provide the modified Remediation Plan to the Department within 14 days after the Department notifies Your Organisation of the required changes, or if a later date is agreed in writing by the Parties, by that later date.

A9.2.5. The Department may approve or reject a modified Remediation Plan.

A9.3. Your Organisation's compliance with a Remediation Plan

A9.3.1. Your Organisation must comply with a (draft or modified) Remediation Plan that has been approved by the Department.

A9.4. Rejection of a modified Remediation Plan

A9.4.1. If the Department rejects a modified Remediation Plan, it may terminate the Activity or the Agreement under clause 10.2 [Termination for default] of the Terms and Conditions.

A9.4.2. This Supplementary Condition A9 [Remediation Plan] does not restrict or limit any other rights that the Department has under clause 10.1 [Termination or reduction in scope for convenience] or 10.2 [Termination for default] of the Terms and Conditions or otherwise at Law.

A10. TERMINATION AND DISPUTES**A10.1. Department's rights to withhold or reduce the Grant**

A10.1.1. Without limiting clause 10.1.1 of the Terms and Conditions, where Your Organisation provides services to multiple PHN areas, the Department may remove one or more PHN areas from the scope of the Activities.

A11. INTERPRETATION**A11.1. General interpretation of this Agreement**

A11.1.1. Clause 11.1.2 of the Terms and Conditions is replaced with the following clause: If there is any conflict or inconsistency, the provisions in documents forming part of this Agreement take priority in the following order:

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- a. the Supplementary Conditions in Annexure A to the Schedule;
- b. the Terms and Conditions;
- c. the Schedule;
- d. Annexure D – Budget;
- e. Annexure B – Definitions;
- f. Annexure C – PHN – Grant Opportunity Guidelines;
- g. the Covering Letter; and
- h. any documents incorporated by reference into the above documents.

A11.2. Definitions

A11.2.1. The definition of "Asset" in clause 11.4 of the Terms and Conditions is amended to:

- a. replace "\$10,000 (GST inclusive)" with "\$10,000 (GST exclusive)"; and
- b. add a new paragraph d as follows:
 - d. includes any item transferred from a Medicare Local to your Organisation if at the time of the transfer the value of the item is greater than the amount set out in Item H of the Schedule for the Activity, or, if no amount is set out in that Item H, \$10,000 (GST exclusive)

A11.3. Additional information

A11.3.1. The following clause in Item B of the Schedule is deleted:

Your Organisation must advise the Department of any change to the site location or service area information in writing within 30 days after that change.

If, however, the location or area is a Works Location for Capital Works or a site location for Real Property or information about the location or area was provided to the Department as part of a selection/agreement process, any such change must be agreed in advance in writing by the Department before Your Organisation may implement the change. and replaced with the following wording:

Your Organisation must advise the Department of any change to the site location within 30 days after that change.

The Department may change the Service Area in accordance with clause A1.2 of the Supplementary Conditions.

G1. INTEREST EARNED ON THE GRANT FUNDS FORMS PART OF THE GRANT

G1.1.1. Clause 3.3.7.a of the Terms and Conditions is replaced with the following: 'a. identify all receipts and payments for the Activity and all interest earned by Your Organisation on the Grant funds for that Activity; and'. G1.1.2. The definition of 'Grant' in clause 11.4 [Definitions] of the Terms and Conditions is amended by adding the following words after the words 'Item F of the Schedule' in paragraph a. of that definition: 'and any interest earned by Your Organisation on those amounts after the date that Supplementary Condition G1 [Interest earned on the Grant funds forms part of the Grant] is included in the Agreement.'

G4. CORPORATE GOVERNANCE**G4.1. Constitution**

G4.1.1. If the Department requests, Your Organisation must give the Department a copy of Your Organisation's Constitution within 7 days after Your Organisation receives the Department's request.

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G4.1.2. Your Organisation must inform the Department in writing of any material change in:

- a. Your Organisation's Constitution, corporate or ownership structure, which it is required to report to the Australian Charities and Not-for-profits Commission (ACNC) at the same time that it informs the ACNC of that change; or
- b. Your Organisation's CEO, CFO or COO, or equivalent executive or managerial positions, within 28 days after that change takes effect.

G4.2. Your Organisation's management

G4.2.1. Before allowing a person to:

- a. have responsibility for the financial administration of the Grant Funds; or
- b. act as CEO, CFO or COO, or equivalent executive or managerial positions;

Your Organisation must undertake reasonable enquiries as to whether any of the following apply to the person:

- c. the person is an undischarged bankrupt;
- d. a composition, deed of arrangement, or deed of assignment, is in operation with the person's creditors under bankruptcy Law;
- e. a final judgement for a debt has been made against the person and it remains unsatisfied;
- f. the person has been convicted of an offence within the meaning of subsection 85ZM(1) of the Crimes Act 1914 (Cth), unless:
- i. that conviction is regarded as spent under subsection 85ZM(2);
- ii. the person was granted a free and absolute pardon because the person was wrongly convicted; or
- iii. the conviction has been quashed;
- g. the person is or was a director or occupied an influential position in the management or financial administration of an organisation that breached Commonwealth funding requirements; or
- h. the person is otherwise prohibited from being a member, director, employee or responsible officer of Your Organisation under any relevant legislation.

Unless the Department otherwise agrees in writing, if Your Organisation is or becomes aware that any of paragraphs c to h apply to a person, Your Organisation must not appoint that person to a position referred to in paragraph a or b (or must remove them from that position or change their position so they no longer have that responsibility).

G4.2.2. Your Organisation must not indemnify (whether by agreement or by making a payment, and whether directly or through an interposed entity) a Director or any person concerned in its management against any of the following liabilities:

- a. a liability that person owes to Your Organisation or a Related Body Corporate of Your Organisation (as that term is defined in the Corporations Act 2001 (Cth));
- b. a liability that person owes to someone, other than Your Organisation or a Related Body Corporate of Your Organisation, that arose out of actions taken in bad faith; or
- c. a liability that person incurs by making improper use of the person's position with Your Organisation, or by making improper use of information obtained through that position.

G5. APPOINTMENT OF GRANT ADMINISTRATOR OR HEALTH MANAGEMENT ADVISER**G5.1. Circumstances where a Grant Administrator or Health Management Adviser may be appointed**

G5.1.1. Where:

- a. Your Organisation is unable to properly manage the Grant Funds;

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- b. there is a significant or continuing material breach of this Agreement; or
- c. the whole or any material part of a Activity is, or may be, compromised because of Your Organisation's management or governance, and previous attempts to address the performance management issues through other mechanisms, including Clause 10.3 Procedure for dispute resolution have not been successful, Your Organisation consents to the Department appointing either a Grant Administrator or a Health Management Adviser or both to Your Organisation.

G5.2. Role of Grant Administrator or Health Management Adviser

G5.2.1. The function of the Grant Administrator is to ensure that the Grant funds for each Activity are committed, spent and administered for that Activity in accordance with this Agreement. This may include the Grant Administrator providing financial, management and corporate governance assistance, support and advice to Your Organisation.

G5.2.2. The Grant Administrator may control all or part of the Grant funds. If the Grant Administrator makes a request to the Board of Your Organisation under G5.2.2 (a) or (b), Your Organisation must:

- a. include the Grant Administrator as an additional mandatory signatory for each bank account that contains the Grant funds; and
- b. permit the Grant Administrator to establish, and be a mandatory signatory for, a new bank account in Your Organisation's name that is separate from Your Organisation's other bank accounts, and Your Organisation must deposit all Grant funds currently in Your Organisation's possession, as well as any Grant funds received in the future, into that account.

G5.2.3. While the Department will determine the terms and conditions of the Grant Administrator's appointment, the Grant Administrator will perform its functions independently of the Commonwealth and:

- a. the Commonwealth will not direct or control the Grant Administrator's performance of that function; and
- b. the Grant Administrator will not perform that function as the Commonwealth's agent.

G5.2.4. The role of a Health Management Adviser is to provide support to Your Organisation as determined by the Department (other than the functions of a Grant Administrator). This may include:

- a. providing advice to Your Organisation in relation to service delivery; or
- b. where Your Organisation consents, assisting Your Organisation with:
 - i. Your Organisation's corporate governance and constitutional issues; or
 - ii. the management of Your Organisation's Personnel.

G5.2.5. If the Department appoints both a Grant Administrator and a Health Management Adviser, the Health Management Adviser must cooperate with the Grant Administrator.

G5.3. Notice of intention to appoint a Grant Administrator or Health Management Adviser

G5.3.1. The Department will notify Your Organisation in writing of its intention to appoint a Grant Administrator or Health Management Adviser. Unless this is not practicable the notice will:

- a. set out the names of three alternative appointees; and
- b. give Your Organisation 14 days after Your Organisation's receipt of the Department's notice to:
 - i. advise the Department which of the three alternative appointees it prefers; and/or
 - ii. provide the Department with reasons why a Grant Administrator or Health Management Adviser should not be appointed.

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G5.4. Notification of appointment of a Grant Administrator or Health Management Adviser

G5.4.1. Upon appointment of a Grant Administrator or Health Management Adviser, the Department will inform Your Organisation of the appointment and its duration. The Department will also advise Your Organisation of any subsequent extension of the period of appointment.

G5.5. Cooperation with the Grant Administrator or Health Management Adviser

G5.5.1. Where a Grant Administrator or Health Management Adviser is appointed to Your Organisation by the Department, Your Organisation must cooperate with them and comply with any lawful directions and recommendations given by:

- a. the Grant Administrator in relation to the administration of the Grant funds for each Activity; or
- b. the Health Management Adviser in relation to the performance of this Agreement.

G5.5.2. Failure by Your Organisation to cooperate with the Grant Administrator or Health Management Adviser in the performance of their contracted role may be treated by the Department as a breach of this Agreement, giving the Department a right to terminate the Activity or this Agreement under clause 10.2 [Termination for default] of the Terms and Conditions.

G5.6. Your Organisation's relationship with the Grant Administrator or Health Management Adviser

G5.6.1. A Grant Administrator or Health Management Adviser who provides a report to the Department in relation to Your Organisation:

- a. does so independently of Your Organisation; and
- b. does not reduce Your Organisation's obligations to provide Reports to the Department under this Agreement.

G5.6.2. A Grant Administrator or Health Management Adviser is not appointed to act, and does not act, as a member or shadow member of Your Organisation's governing board and cannot incur debts on Your Organisation's behalf without Your Organisation's express authority..

G5.6.3. A copy of a report from the Grant Administrator or Health Management Adviser will not be unreasonably withheld from Your Organisation.

G5.7. Survival

G5.7.1. This Supplementary Condition G5 [Appointment of Grant Administrator or Health Management Adviser] survives the expiry or earlier termination of an Activity or this Agreement.

G8. WORKING WITH VULNERABLE PERSONS

G8.1.1. For the purposes of this Supplementary Condition G8 [Working with Vulnerable Persons]:

- a. 'Child' means an individual under the age of 18;
- b. 'Criminal or Court Record' means any record of any Other Offence;
- c. 'Other Offence' means, in relation to any Relevant Person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:
 - i. an apprehended violence or protection order made against the Relevant Person;
 - ii. the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;
 - iii. violence against a person or the injury, but excluding the death, of a person; or
 - iv. an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs i. to iii.

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- d. 'Police Check' means a formal inquiry made to the relevant police authority in each Australian State or Territory in which Your Organisation knows the Relevant Person has resided that is designed to obtain details of the Relevant Person's criminal conviction or a finding of guilt in all places;
- e. 'Relevant Person' means a natural person who is an actual or potential officer, employee, volunteer, agent or contractor of Your Organisation;
- f. 'Serious Offence' means:
 - i. a crime or offence involving the death of a person;
 - ii. a sex-related offence or a crime, including sexual assault (whether against an adult or Child); Child pornography, or an indecent act involving a Child;
 - iii. fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or
 - iv. an attempt to commit a crime or offence described in Supplementary Conditions G8.1.1.f.i to iii;
- g. 'Serious Record' means a conviction or any finding of guilt regarding a Serious Offence; and
- h. 'Vulnerable Person' means:
 - i. a Child; or
 - ii. an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

G8.1.2. This Supplementary Condition G8.1 [Working with Vulnerable Persons] applies to any part of an Activity that involves working, or contact, with Vulnerable Persons except as otherwise specified in Item M of the Schedule.

G8.1.3. Your Organisation must:

- a. before engaging, deploying or redeploying a Relevant Person in relation to any part of an Activity that involves working or contact with a Vulnerable Person; and
- b. thereafter every three years that the Relevant Person is deployed or redeployed in relation to any part of an Activity that involves working or contact with a Vulnerable Person, do the following:
 - c. obtain a Police Check for the Relevant Person, except as otherwise specified in Item M of the Schedule;
 - d. confirm that no applicable Commonwealth, State or Territory Law prohibits the Relevant Person from being engaged in a capacity where they may have contact with Vulnerable Persons;
 - e. comply with all other applicable Laws of the place in which that part of the Activity is being conducted in relation to engaging or deploying the Relevant Person in a capacity where he or she may have contact with Vulnerable Persons; and
 - f. comply with any other conditions set out in Item M of the Schedule in respect of the Activity.

G8.1.4. If a Police Check indicates that a Relevant Person has a Serious Record, Your Organisation may not deploy or redeploy that Relevant Person in relation to any part of an Activity that involves working or contact with a Vulnerable Person.

G8.1.5. Your Organisation agrees:

- a. if a Police Check indicates that a Relevant Person has a Criminal or Court Record, not to engage, deploy or redeploy that Relevant Person in respect of any part of an Activity that involves working with Vulnerable Persons unless Your Organisation has conducted and documented a risk assessment for that Relevant Person in accordance with Supplementary Conditions G8.1.7 to G8.1.9;

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b. within 24 hours of becoming aware of any Relevant Person being charged or convicted of any Other Offence, or charged with any Serious Offence, to comply with Supplementary Condition G8.1.3.e and conduct and document a risk assessment in accordance with Supplementary Conditions G8.1.7 to G8.1.9 to determine whether to allow that Relevant Person to continue performing any part of an Activity that involves working with Vulnerable Persons;

c. on becoming aware of a Relevant Person being convicted of a Serious Offence, to comply with Supplementary Condition G8.1.3.e and immediately cease to deploy the Relevant Person in relation to any part of an Activity that involves working or contact with a Vulnerable Person; and

d. to document the actions Your Organisation will take as a result of conducting a risk assessment.

G8.1.6. Your Organisation must promptly notify the Department if Your Organisation becomes aware of an occurrence specified in Supplementary Condition G8.1.5 or Your Organisation conducts a risk assessment in accordance with Supplementary Conditions G8.1.7 to G8.1.9, except to the extent otherwise specified in Item M of the Schedule or agreed in writing by the Department.

G8.1.7. Your Organisation is wholly responsible for conducting any risk assessment, assessing its outcome and deciding to engage, deploy or redeploy a Relevant Person who has:

a. a Criminal or Court Record;

b. been charged or convicted of any Other Offence;

c. been charged with an Serious Offence, to work on any part of an Activity that involves working or contact with Vulnerable Persons.

G8.1.8. In undertaking the risk assessment under Supplementary Condition G8.1.7 in respect of a Relevant Person, Your Organisation agrees to take into account the following factors:

a. whether the Relevant Person's Criminal or Court Record (or the offence that the Relevant Person has been charged with, or convicted of, as specified in Supplementary Condition G8.1.5.b) is directly relevant to the role that he or she will or is likely to perform in relation to an Activity;

b. the length of time that has passed since the Relevant Person's charge or conviction and his or her record since that time;

c. the nature of the offence pertaining to the Relevant Person's charge or conviction and the circumstances in which it occurred;

d. whether the Relevant Person's charge or conviction involved Vulnerable Persons;

e. the nature of the Activity for which the Relevant Person is employed or engaged and the circumstances in which the Relevant Person will or is likely to have contact with Vulnerable Persons;

f. the particular role the Relevant Person is proposed to undertake or is currently undertaking in relation to an Activity and whether the fact the Relevant Person has a Criminal or Court Record (or has been charged or convicted as specified in Supplementary Condition G8.1.5.b) is reasonably likely to impair his or her ability to perform or continue to perform the inherent requirements of that role;

g. the Relevant Person's suitability based on their merit, experience and references to perform the role they are proposed to undertake, or are currently undertaking, in relation to an Activity; and

h. any other factors specified in Item M of the Schedule as factors that Your Organisation must take into account in conducting a risk assessment for the purpose of this Supplementary Condition G8 [Working with Vulnerable Persons].

G8.1.9. After taking into account the factors set out in Supplementary Condition G8.1.8 in respect of a Relevant Person, Your Organisation agrees to determine whether it is reasonably necessary to:

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- a. not engage, deploy or redeploy the Relevant Person in relation to an Activity or any part of an Activity;
- b. remove the Relevant Person from working in any position or acting in any capacity in relation to any part of an Activity that involves working or having contact with Vulnerable Persons;
- c. make particular arrangements or impose conditions in relation to the Relevant Person's role in relation to an Activity (or any part of an Activity) and, where relevant, his or her contact with Vulnerable Persons; and/or
- d. take steps to protect the physical, psychological or emotional wellbeing of the Vulnerable Persons to whom the Activity relates.

G8.1.10. As and when required by the Department, Your Organisation must promptly provide evidence, in a form the Department requires, that Your Organisation has complied with the requirements of this Supplementary Condition G8 [Working with Vulnerable Persons].

G8.1.11. Your Organisation agrees to:

- a. reflect Your Organisation's obligations under this Supplementary Condition G8 [Working with Vulnerable Persons] in all Subcontracts Your Organisation enters into; and
- b. ensure the requirements in this Supplementary Condition G8.1 [Working with Vulnerable Persons] are included in any Sub-subcontracts that are entered into, in relation to any part of an Activity that involves working with Vulnerable Persons. This requirement does not apply to Contracted Services that Your Organisation Purchases or Commissions using Flexible Funding or other types of Grant funds, notified by the Department in writing.

ANNEXURE B – Definitions

Activity Work Plan	<p>As per item E.2, means the report that sets out the planned mental health activities, for each financial year of the Activity Period to address community needs and priorities identified through the Needs Assessment process.</p> <p>For each financial year of the Activity Your Organisation must provide a draft Activity Work Plan for the Activity to the Department for its approval. The draft Activity Work Plan must be provided at the times, in the form and containing the information specified in this Agreement, including Items E and F, and any other written instructions that the Department issues from time to time.</p> <p>The Department will review a draft Activity Work Plan and will notify Your Organisation in writing of any changes that the Department requires to that draft as soon as practicable. Your Organisation agrees to accommodate the Department's requested changes to the draft Activity Work Plan and to provide a revised draft to the Department for its final approval within 14 days (or other period agreed in writing by the Parties) after the Department requests the changes.</p> <p>If the draft Activity Work Plan for a specified time period is approved by the Department it will become the Activity Work Plan for that Activity for a specified time period and will be incorporated into, and form part of, this Agreement.</p> <p>Your Organisation is required to conduct the Activity during a specified time period in accordance with the Activity Work Plan for that Activity.</p> <p>Subject to Item D, if Your Organisation wishes to amend the Activity Work Plan for the Activity, Your Organisation must obtain the Department's written agreement to the amendment before it will take effect.</p> <p>If an Activity Work Plan expressly provides for Your Organisation to do a particular act, or to use the Grant funds for a particular purpose, that act or purpose is taken to have been approved by the Department.</p>
Annexure	refers to an Annexure to this Schedule.

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	<p>In the event of inconsistency between the Annexures or between the Annexure and the Schedule the following order of priority applies:</p> <ol style="list-style-type: none"> Annexure A – Supplementary Conditions Annexure B – Definitions Annexure C – Commonwealth Psychosocial Support Program: Extension of psychosocial support funding Grant Opportunity Guidelines
CPS Program Budget	means a budget for each financial year of the Activity Period. Clauses 3.5 [Budget] of the Terms and Conditions applies to the Budget.
Commissioning	<p>Commissioning is a strategic approach to Purchasing that seeks to ensure that services meet the health needs of the population and contribute towards service and system improvement and innovation.</p> <p>Commissioning is a continuous process that requires Your Organisation to be responsible for:</p> <ul style="list-style-type: none"> Strategic planning – assessing the needs of the community and available Health Services, and determining priorities based on service analysis and professional and community input; Service procurement – Purchasing Health Services in line with the outcomes of strategic planning, the PHN objectives and the identified local and national priorities for the PHN; Clinical expertise – inclusion of clinical mental health experts in the assessment of tenders and associated assessment panels; and Monitoring and review – assessing the efficiency and effectiveness (including Value for Money) of Health Services, and implementing strategies to address gaps and underperformance.
Key Objectives	means the six Key Objectives of the National Psychosocial Support Measure and Partners in Recovery Fund Holding, identified at B.3.1 of this Schedule.
National Agreement	<p>means the National Mental Health and Suicide Prevention Agreement, which came into effect on 8 March 2022 and has been signed by the Commonwealth and all state and territory governments.</p> <p>The aim of the National Agreement is to achieve systemic, whole-of-government reform to deliver a comprehensive, coordinated, consumer-focused mental health and suicide prevention system with joint accountability and clear funding arrangements across all governments</p>
National Disability Insurance Scheme (NDIS)	refers to the new way of providing support for Australians with disability, their families and carers. The NDIS will provide about 460,000 Australians under the age of 65 with a permanent and significant disability with the reasonable and necessary supports they need to live an ordinary life. The NDIS supports people with disability to build skills and capability so they can participate in the community and employment.
Needs Assessment	<p>refers to specific assessments undertaken to systematically identify unmet mental health and psychosocial care needs of a population and identifying appropriate changes to address those unmet needs in line with key mental health objectives and priorities as outlined in this Schedule. It includes epidemiological and qualitative analysis as well as consideration of clinical, cost effectiveness and consumer perspectives.</p> <p>The Needs Assessment will draw upon relevant data and information, including data from Local Hospital Networks, and will detail an analysis of drug and alcohol-related health and service needs within the PHN region, identifying key issues and priorities for the PHN, and providing the basis for service planning</p>

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	<p>and purchasing decisions. The Needs Assessment will be updated over time to reflect changing community needs and available data.</p> <p>Your Organisation must provide a Needs Assessment to the Department for its approval as specified. The draft Needs Assessment must contain the information specified in this Agreement, including Items E and F, and any other written instructions that the Department issues from time to time.</p> <p>If Your Organisation wishes to amend the Needs Assessment for a financial year of the Activity, Your Organisation must obtain the Department's written agreement to the amendment before it will take effect</p>
Operational Funding	<p>means funding provided to Your Organisation to undertake activities under this entire Schedule, specifically:</p> <ul style="list-style-type: none"> the operation and maintenance of the PHN to meet obligations under this Schedule, including premises; staff; equipment and IT, and associated costs including utilities; conduct needs assessments and associated population health planning activities; conduct processes for commissioning mental health and suicide prevention services and associated contract negotiations; and stakeholder management and engagement.
PMHC MDS	means the Primary Mental Health Care Minimum Data Set. It provides the basis for PHNs and the Department to monitor and report on the quantity and quality of service delivery.
Primary Mental Health Care Schedule	means the PHN Program: Primary Mental Health Care (PMHC) Schedule.
Psychosocial Supports	refers to supports and services that are purchased to work in partnership with individuals who are not funded through the National Disability Insurance Scheme (NDIS) and are significantly affected by severe mental illness, which has an impact on their associated psychosocial functional capacity. These services, in partnership with families and carers (as appropriate), provide a range of non-clinical community based support to these individuals to achieve their recovery goals.
Services Agreement(s)	<p>means any agreement entered into by Your Organisation with a third party to provide Health Services.</p> <p>Service Agreements include Contracted Services, but do not include any Subcontracts funded under the Operational Funding stream.</p>
Service Providers	means any Health Services that Your Organisation contracts a third party to provide services through these activities. These can be current or new Service Providers. Contracted Service Providers can be Purchased or Commissioned.
Transition Activities	means any service activities that provide support for people who are waiting to receive an access decision or approved support plan for the NDIS for a period as specified by the Department, in accordance with the PHN Psychosocial Support Guidance and Addendum A.

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ANNEXURE C – Commonwealth Psychosocial Support Program – Extension of psychosocial support funding Grant Opportunity Guidelines

GrantConnect provides centralised publication of forecast and current Australian Government grant opportunities and grants awarded.

The following Grant Opportunity Guidelines can be accessed via the following website:

<https://www.grants.gov.au/>

GO6372 Commonwealth Psychosocial Support Program: Extension of psychosocial support funding Grant Opportunity Guidelines

Please see attached:

- Commonwealth Psychosocial Support Program Guidance

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