

INITIAL SCREENING OF ELIGIBILTY & COMPLIANCE CHECKLIST

SCREENING COMPLETED BY:	SZZ						
DATE OF ASSESSMENT (SCREENING):	21/11/2024						
PHN:	SA Rural Health	SA Rural Health Network Limited					
>	trading as Count	try SA PHN					
HEADSPACE SERVICE:	szz Wyhallas						
APPLICATION #:	3062	N. C.					
APPLICANTS ABN #:	27152430914 September 1997 September						
TRIM REFERENCE:	Record E24-510	116: MENTAL'H	EALTH -	- Grants - Country SA			
OVERALL RATING:		,	4/1				
☑ COMPLIANT ☐ NOT COMPLIANT			10 A	, ?.			
☐ Discussion with Assessment Commi	ttee Chair or Pr	obity Officer r	equire	d. C			
STAGE 1 - INITIAL SCREENING O	F COMPLIAN	CE/ELIGIBI	LITY	CRITERIA			
Applications will not be further assessed if they do	500 ACT NO. 90050100	900 90000 50 6000					
COMPLIANCE CRITERIA				COMMENTS			
 Has the application for funding been su application form. 	bmitted on the						
 Is the applicant one of the listed organis specified in section 4.1 of the Grant Opp Guidelines. (list of PHNs) 		\boxtimes					
3. The applicant has submitted ONE applic		\boxtimes					
 Each proposal has indicated the funding are applying for. (i.e Wait Time Reduction, Capital, Cult Combination) 	ural, All, or						
All sections of the application form have completed.	e been	\boxtimes					

6. The applicant has indicated that they understand and acknowledge Section 4 (use of information) and Section 5 (Acknowledgement) of the application form. 7. The applicant has included a statement declaring any actual, potential or perceived Conflicts of Interest (if necessary), as stated under 13.2 of the Grant Opportunity Guidelines. 8. The declaration in Section 6 of the application form has been signed. 9. The applicant has addressed each criteria, as part of their application or any consortium members (if application) and the Headspace service, PHN & Lead Agency) 10. Is the applicant end on the Mational Redress Scheme as a non-joiner? (Please look up the Headspace service, PHN & Lead Agency) 11. Responses to criterion are within the word limits for each criterion (no more than 300 words) 12. Has the applicant received any previous hDMEP with the second criterion (no more than 300 words) 13. High level timeline 4. Indicative Budget (in Excel format, not PDF) 4. Indicative Budget (in Excel format, not PDF) 5. Quotes or estimates for the proposed works to be undertaken (if available) 6. For relocation projects: an outline of location options that have been investigated prior to submission of an application or evidence of available suitable locations (where applicable) 7. Letters of support from the landlord of the current site regarding any proposed renovation/extension (where applicable)	177	_				98		
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If any errors are identified on this form, please make sure all comments are entered, and are notified.

This part is for the assessment teams only.

ERROR/S ON FORM IDENTIFIED

☐ YES ☒ NO

If yes, please notify the Assessment Committee Chair and/or Probity Officer.

COMMENTS:





ASSESSMENT COMMITTEE SUMMARY COVER SHEET

DATE:	15/01/2025		TRIM RECORD	MENTAL HEALTH - Grants - Whyalla
APPLICANT (HEADSPACE SERVICE):	Whyalla		APPLICATION REF:	3052
PREVIOUS FUNDING STREAM	Capital:		DATE SERVICE HAS BEEN OPERATING FROM:	Apr 2018
Enhancement Funding (Yes/No)	Capital:	NOSA C		
	FUNDING REC	UES	V _Q	
Successful Stream: Stream 3 – Capital Works	s47(1)(b) R		on to an accessible loc on precinct.	ation in the
Stream 1 – Wait time reduc	ction – Did not apply			
Stream 2 – Cultural Capabi	lity – Did not apply			

Stream 3 – Capital Works

Weighted Score	s47E(d), s47C
Overall Ranking by assessors	
Moderated Criteria 1 Assessment Score	
Moderated Criteria 2 Assessment Score	

headspace Recommended Score:

ASSESSOR'S OVERALL COMMENTS: Refer to Assessor summaries Risk and issues identified THE DED ON ON THE SED UNDER THE SE TH

TECHINICAL ADVICE SUMMARY:
headspace comments
s47G(1)(a)
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Recommendation to support with conditions as detailed below:
Rationale:
Recommendation to support with conditions as detailed below:
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(C)
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headspace technical advisor recommendation:
NOT SUPPORTED s47C
□ SUPPORTED IN FULL
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ABN Lookup

We are doing planned system maintenance from Saturday, 16 November 2024 08:00 pm to Sunday, 17 November 2024 12:00 pm (AEST). During this time, the ABN refresh service will be unavailable. Users may experience delays with their ABN's appearing on the Lookup services. We apologize for any inconvenience and appreciate your understanding.

Current details for ABN 27 152 430 914

ABN details

Entity name: SARURAL HEALTH NETWORK LIMITED

ABN status: Active from 05 Aug 2011

Entity type: Australian Public Company

Goods & Services Tax (GST): Registered from 05 Aug 2011

Main business location: SA 535

Australian Charities and Not-for-profits Commission (ACNC)

SA RURAL HEALTH NETWORK LIMITED is registered with the Australian Charities and Not-for-profits Commission (ACNC) & as follows:

ACNC registration	10/1/2/20	From
Registered as a charity view ACNC registration $ \ensuremath{\mathbb{S}} $	7-80	03 Dec 2012

Business name(s)

Business name	W _C	From
PRIMARY SENSE ☑	~	14 Oct 2023
PRIMARY HEALTH INSIGHTS &		13 Oct 2023
RURAL HEALTH INNOVATION FUND		02 Dec 2022
Country SA PHN 🗟		02 Jul 2015
SA Rural Health Network 🖾		13 Oct 2014

ASIC registration - ACN or ARBN or ARSN or ARFN

152 430 914 View record on the ASIC website &

Charity tax concession status

SA RURAL HEALTH NETWORK LIMITED is a Health Promotion Charity endorsed to access the following tax concessions:

Tax concession	From
GST Concession	05 Aug 2011
Income Tax Exemption	05 Aug 2011
FBT Exemption	05 Aug 2011

Deductible gift recipient status

SA RURAL HEALTH NETWORK LIMITED is endorsed as a Deductible Gift Recipient (DGR) from 05 Aug 2011. It is covered by Item 1 of the table in section 30-15 of the Income Tax Assessment Act 1997.



Important

Please read **Deductible Gift Recipient (DGR)** information before making a gift.

ABN last updated: 14 Oct 2023

Record extracted: 15 Nov 2024

Disclaimer

The Registrar makes every reasonable effort to maintain current and accurate information on this site. The Commissioner of Taxation advises that if you use ABN Lookup for information about another entity for taxation purposes and that information turns out to be accorrect, in certain circumstances you will be protected from liability. For more information see disclaims

Warning Statement

If you use ABN Lookup for information about a person or entity that provides financial or investment products or advice, make sure they have an Australian Financial Services (AFS) licence. You can check licenced professional registers here.

Australian credit licence 234945

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Statement 131		(Page 1 of 4)
Tax invoice		
Date of Issue		1 Nov 2024
Total amount of tax Bank services inclu GST		s47G(1)(a)
Total GST paid on taxable Bank servi	ces	s47G(1)(a)
Account Number	s4	7G(1)(a)
Statement Period	1 Oct 2	024 - 31 Oct 2024
Closing Balance	s47G(1)	(a)
Enquiries		13 1998
(24	hours a d	ay, 7 days a week)

Society Cheque Account

If this account has an attached overdraft limit or facility which is secured over your primary place of residence or over a residential Investment property you should ensure that the property is insured in accordance with the terms and conditions of the mortgage. If you have any queries about your insurance cover you should contact your insurer. Information on property insurance can also at found on www.moneysmart.gov.au. Note, if this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part at changes made to the new Banking Code of Practice from 1 July 2019.

s47G(1)(a) Name:

Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on Note:

fees or see an error please contact us on the details above. Cheque proceeds are available when

GST:

All transactions marked with a (T) are GST inclusive. This means that the GST has been paid on these transactions and no additional payment is necessary.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

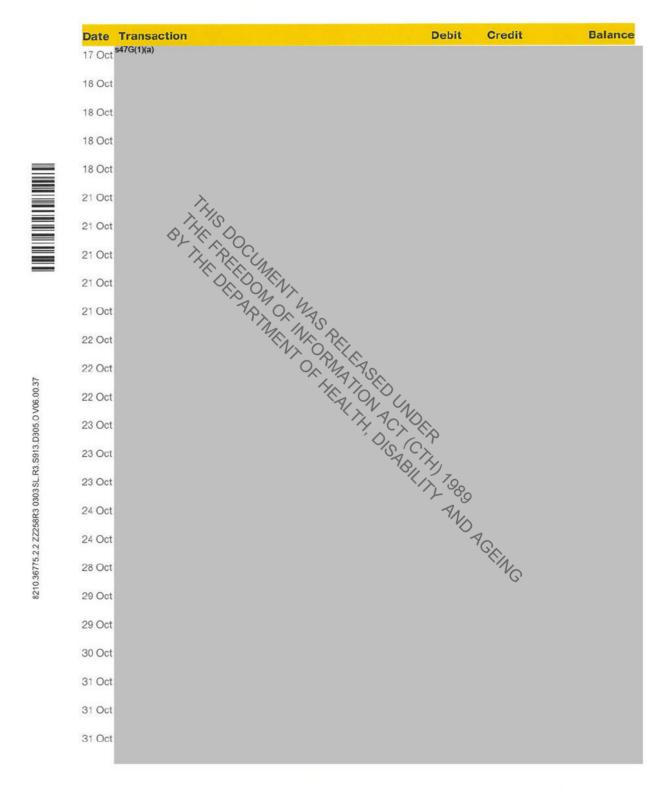
Date	Transaction	Debit	Credit	Balance
01 Oct	s47G(1)(a)			
01 Oct				
02 Oct				
03 Oct				
03 Oct				

(Page 3 of 4)

Statement 131

Account Number

s47G(1)(a)



				Stat	ement 1		(Page 4 of	
				Acc	ount Nur	nber s4	7G(1)(a)	
Date Transac	ction				Debit	Credit	Balanc	
31 Oct Strottina								
31 Oct 2024 s47G((1)(a)							
	Opening balance s47G(1)(a)	-	Total debits	+	Total c	redits =	Closing balance	
Important Inf	ormation:							
We try to get th	nings right the first time -	but if we	e don't, we'll do	what	we can to	o fix it.		
Write to: CBA	Group Customer Relation:	s. Reply	Paid 41. Svdne	ev NSV	V 2001			
Tell us online:	commoank com.au/sup	port/co	mpliments-and	l-comp	laints.ht	<u>ml</u>		
Call: 1800 805	609 (free call)							
You can also co	ontact the Australian/Fina	ncial Co	omolaints Autho	ritv. AF	CA, an ir	ndependent e	xternal dispute	
resolution body	approved by ASIC - English	limits r	may apply, visit	AFCA,	afca.org	au, website fo	or more information	
Write to: Austra	ilian Financial Complaints	Authori	ity, GPO Box 3,	Melbo	urne VIC	3001		
Call: 1800 931	a.org.au 678, free call Morney to	Friday	am- 5pm AFS	Т				
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A brief description of the costs associated with the delivery of the activities.
A brief description of the costs associated with the delivery of the activities. Internal fit out External cladding
Excludes furniture and equipment, which will be provided from existing office.
Current agreements s47G(1)(a)

Department of Health and Aged Care

INDIVIDUAL ASSESSOR RECORD

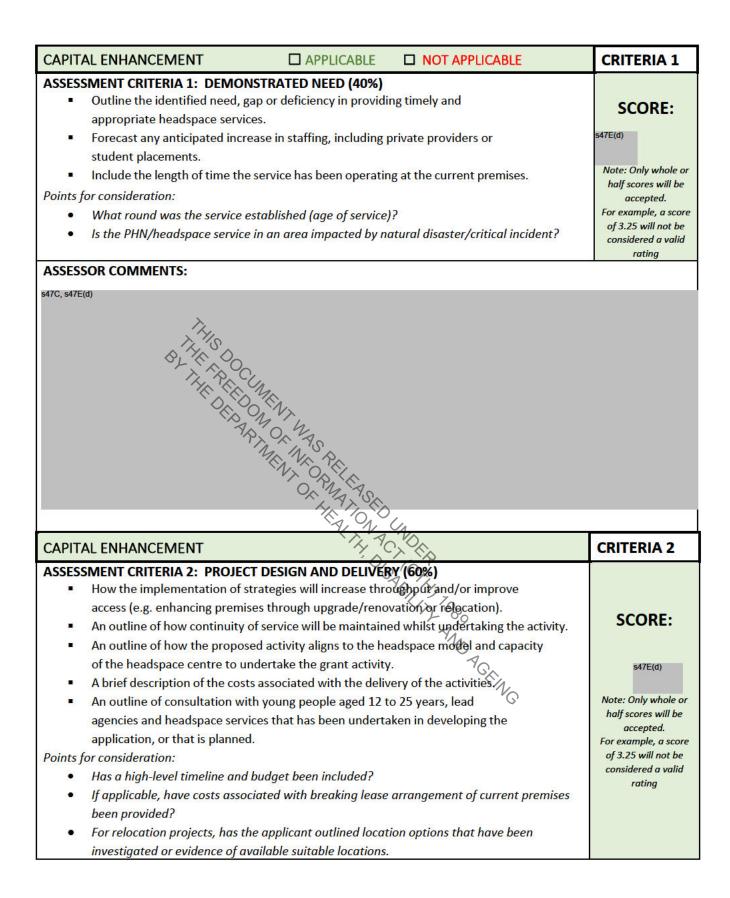
DATE OF ASSESSMENT:	16/12/2024
ASSESSOR NAME:	s22
APPLICANT (HEADSPACE SERVICE):	Whyalla
APPLICATION REF:	3062

S L	FUNDING SOUGHT			
STREAM 1	STREAM 2	STREAM 3	TOTAL FUNDING	
□ WAITTIME	D COLTURAL CAPABILITY	□ CAPITAL ENHANCEMENT	REQUESTED:	
FUNDING REQUESTED:	FUNDING BEQUESTED:	FUNDING REQUESTED:		
 Up to \$1,200,000 (excl PHN Operational costs) Wait Time Reduction (three years) to 2024- 27 	Up to \$650,000 (excl) PHN Operational costs) Building Cultural Capability (three years) to 2024-27	Up to \$1,200,000 (exclement operational costs) Capital Enhancement and Infrastructure (two years) to 2024-2028	All / Combination streams: • Up to \$3,050,000 (excl PHN Operational costs)	

	ATTACHMENTS REVIEWED	
1.	Proof of Entity Type	
2.	Bank Verification (Recent Bank Statement)	
3.	High level timeline	
4.	Indicative Budget (in Excel format, not PDF)	
5.	Quotes or estimates for the proposed works to be undertaken (if available)	
6.	For relocation projects: an outline of location options that have been investigated prior to submission of an application or evidence of available suitable locations (where applicable)	

WAIT TIME REDUCTION ☐ APPLICABLE ☑ NOT APPL	LICABLE CRITERIA 1		
ASSESSMENT CRITERIA 1: DEMONSTRATED NEED (40%) Outline the identified need, gap or deficiency in providing timely and appropriate headspace services. Clearly articulate current wait times. For headspace services that have previously received funding through hDMEP, outline what has been achieved with the previous funding and how further funding under this grant opportunity will supplement or build on implemented activities. Points for consideration: Is the PHN/headspace service in an area impacted by natural disaster/critical incident? Is the wait time identified and substantiated by evidence? Has the applicant received previous Wait Time funding? ASSESSOR COMMENTS: WAIT TIME REDUCTION CRITERIA 2			
WAIT TIME REDUCTION TO THE REDUCTION	CRITERIA 2		
ASSESSMENT CRITERIA 2: PROJECT DESIGN AND DELIVERY (60%) Outline how the proposed activities wiltimprove access to services / reduce wait times at identified headspace services. Demonstrate how the proposed activity will contribute to the objectives of the grant opportunity (i.e. how many additional young people will receive services should the activities be approved / quantify the anticipated impact on wait times). Indicate whether a service pathway review has been undertaken to infor application. Points for consideration: Has a high-level timeline and budget been included? Does the response outline consultation with young people and how the aligns with the headspace model? Has the approach considered advice from headspace National on eviden activities?	activity		
ASSESSOR COMMENTS:			

CULTURAL CAPABILITY	☐ APPLICABLE	■ NOT APPLICABLE	CRITERIA 1	
ASSESSMENT CRITERIA 1: DEMONSTRATED NEED (40%) Outline the identified need, gap or deficiency in providing appropriate services for one or more of the priority population groups. Clearly articulate barriers and issues in engaging young people from priority populations. Provide evidence of community support, strong links and engagement.			SCORE: /5 Note: Only whole or half scores will be accepted. For example, a score of 3.25 will not be considered a valid rating	
CULTURAL CAPABILITY CRITERIA 2 ASSESSMENT CRITERIA 2: PROJECT DESIGN AND DELIVERY (60%)				
CULTURAL CAPABILITY		Ch	CRITERIA 2	
ASSESSMENT CRITERIA 2: PROJECT ■ Outline how the proposed active people from one or more priories. Demonstrate how the proposed of the grant opportunity and inclusivity and/or accessibility analysis of consumer feedback.) ■ Indicate whether a service path application.	vities will improve access ity population groups. d activity will contribute provide detail on how from the activity will be	to services for young to the objectives any increase in e measured (e.g.	SCORE: /5 Note: Only whole or half scores will be accepted. For example, a score of 3.25 will not be considered a valid rating	
ASSESSOR COMMENTS:				



ASSESSOR COMMENTS:		
s47C, s47E(d)		





HEADSPACE TECHNICAL ADVICE - ASSESSMENT SUMMARY SHEET

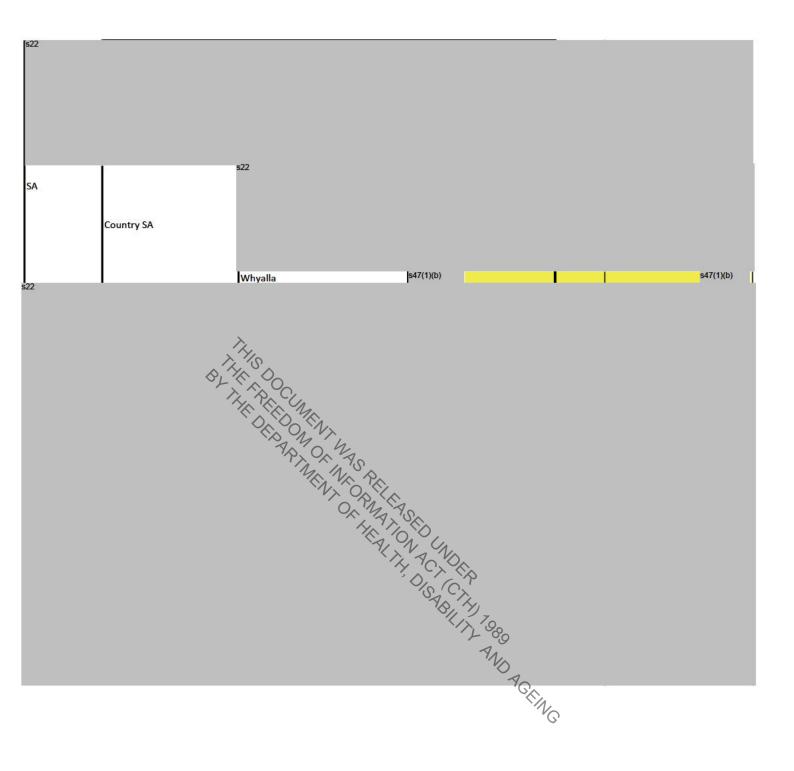
APPLICATION REF NO: # 3062					
PHN: Country SA PHN	Try,				
HEADSPACE SERVICE: Whyalla	\$ 17K 00				
TECHNICAL ADVISOR NAME: 22 DATE ASSESSED: 11/12/24					
the viability of the proposed activity; whether the proposed activity is implementable, based on experience under this Program to date;					
 whether the proposal will meet the 	whether the proposal will meet the requirements of the headspace model; and any issues resulting from applicants' technical solutions and assumptions.				
	FUNDING SOU	GHT			
STREAM 1	STREAM 2	STREAM 3	TOTAL FUNDING		
☐ WAIT TIME REDUCTION	CULTURAL CAPABILITY	CAPITAL ENHANCEMENT	REQUESTED: s47(1)(b)		
FUNDING REQUESTED: FUNDING REQUESTED:		FUNDING REQUESTED:			
 Wait Time Reduction: Up to \$1,200,000 (excl PHN Operational costs) Wait Time Reduction (three years) to 2024-27 	 Building Cultural Capability Funding: Up to \$650,000 (excl PHN Operational costs) Building Cultural Capability (three years) to 2024-27 	Capital Enhancement: Up to \$1,200,000 (excl PHN Operational costs) Capital Enhancement and Infrastructure (two years) to 2024-2028			

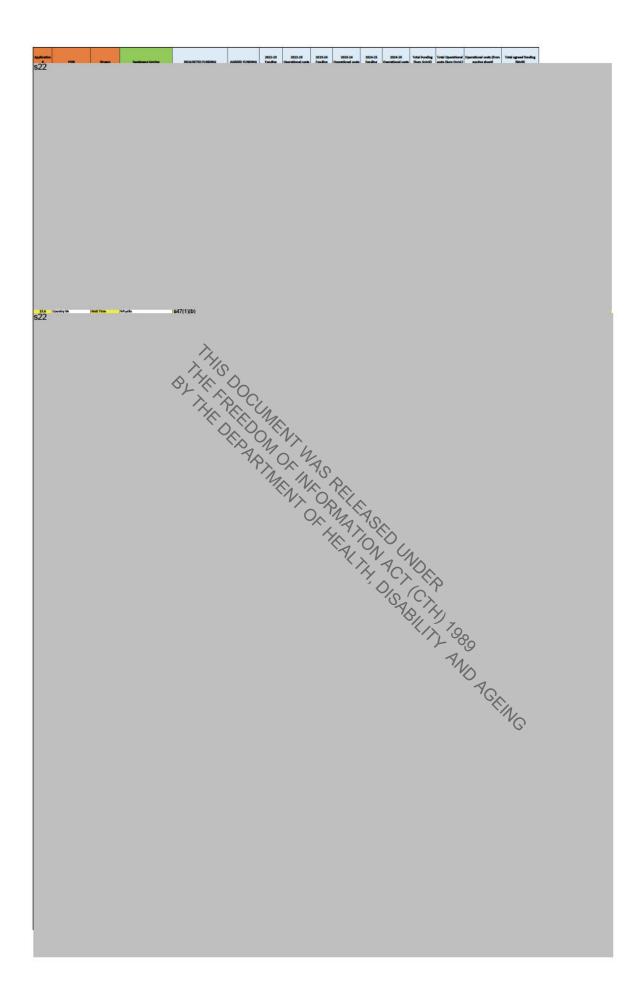
ASSESSOR'S OVERALL COMMENTS:	
	e assessment criterion and value with relevant money considerations
s47C, s47E(d)	e assessment criterion and value with relevant money considerations
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RECOMMENDATION (CHOOSE ONE):	
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RECOMMENDED SCORE: S47C	
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See Scoring Matrix as guide (Attachment A)	70

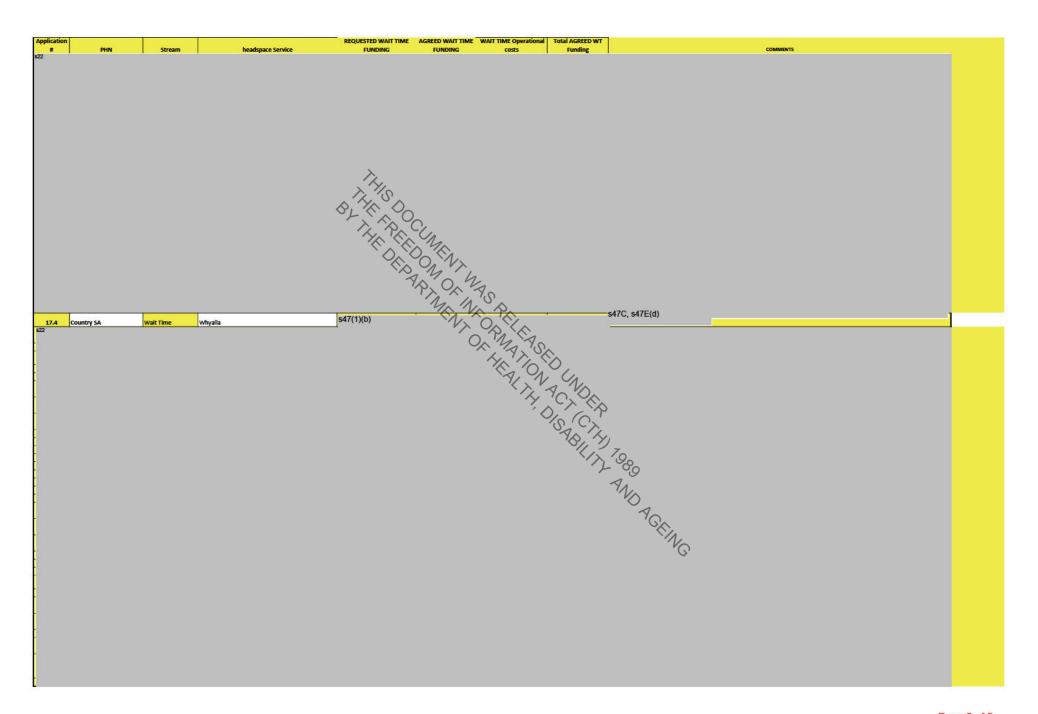


RATING		SCORE
Excellent	Response to this criterion, including all sub-criteria, exceeds expectations.	5
Good	Response to this criterion addresses all or most sub-criteria to a higher-than-average standard.	4
Average	Response against this criterion meets most sub-criteria to an average but acceptable level.	3
Poor	Poor claims against this criterion but may meet some sub-criteria.	2
Does not meet criterion at all	Response to this criterion does not meet expectations or insufficient or no information to assess this criterion.	1

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Department of Health and Aged Care

INDIVIDUAL ASSESSOR RECORD

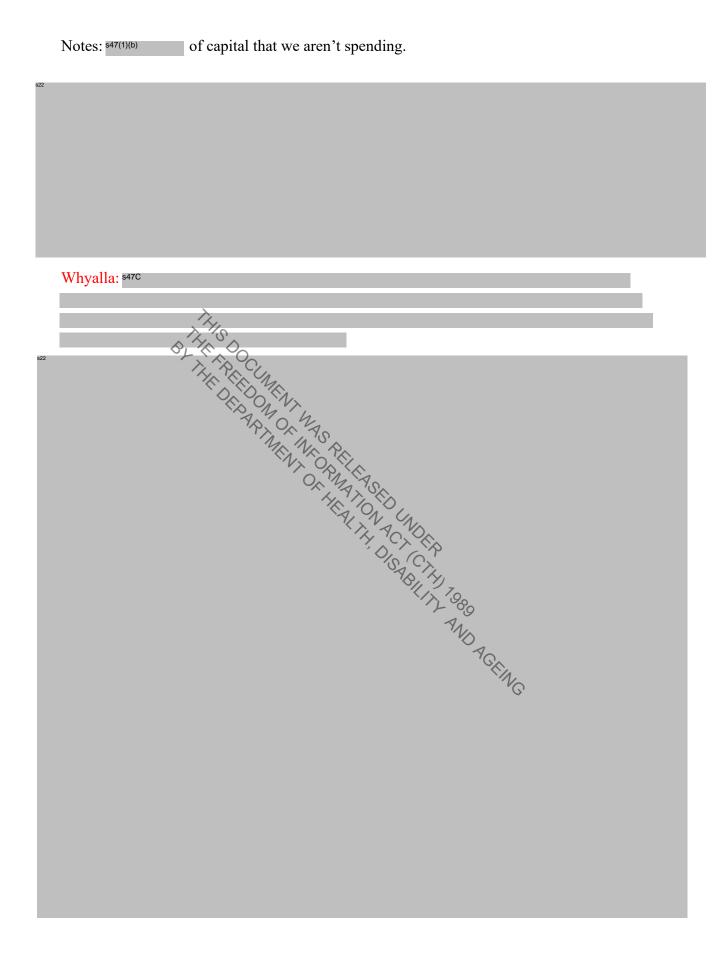
DATE OF ASSESSMENT:	13/12/2024
ASSESSOR NAME:	s22
APPLICANT (HEADSPACE SERVICE):	Whyalla
APPLICATION REF:	3062

<u> </u>							
FUNDING SOUGHT							
STREAM 1	STREAM 2	STREAM 3	TOTAL FUNDING				
□ WAITTIME	D COLTURAL CAPABILITY	□ CAPITAL ENHANCEMENT	REQUESTED:				
FUNDING REQUESTED:	FUNDING REQUESTED:	FUNDING REQUESTED: s47(1)(b)					
 Up to \$1,200,000 (excl PHN Operational costs) Wait Time Reduction (three years) to 2024- 27 	Up to \$650,000 (excless) PHN Operational costs) Building Cultural Capability (three years) to 2024-27	Up to \$1,200,000 (exclement operational costs) Capital Enhancement and Infrastructure (two years) to 2024-2028	All / Combination streams: • Up to \$3,050,000 (excl PHN Operational costs)				

	ATTACHMENTS REVIEWED	
1.	Proof of Entity Type	⊠
2.	Bank Verification (Recent Bank Statement)	⊠
3.	High level timeline	⊠
4.	Indicative Budget (in Excel format, not PDF)	⊠
5.	Quotes or estimates for the proposed works to be undertaken (if available)	
6.	For relocation projects: an outline of location options that have been investigated prior to submission of an application or evidence of available suitable locations (where applicable)	

CAPITAL ENHANCEMENT **⋈** APPLICABLE ■ NOT APPLICABLE **CRITERIA 1** ASSESSMENT CRITERIA 1: DEMONSTRATED NEED (40%) Outline the identified need, gap or deficiency in providing timely and SCORE: appropriate headspace services. Forecast any anticipated increase in staffing, including private providers or s47E(d) student placements. Note: Only whole or Include the length of time the service has been operating at the current premises. half scores will be Points for consideration: accepted. For example, a score What round was the service established (age of service)? of 3.25 will not be Is the PHN/headspace service in an area impacted by natural disaster/critical incident? considered a valid rating ASSESSOR COMMENTS: ALTHE DESCUMENT WAS PELLED ON THE PROPERTY OF s47C, s47E(d) **CRITERIA 2** CAPITAL ENHANCEMENT ASSESSMENT CRITERIA 2: PROJECT DESIGN AND DELIVERY (60%) How the implementation of strategies will increase throughput and for improve access (e.g. enhancing premises through upgrade/renovation or relocation). SCORE: An outline of how continuity of service will be maintained whilst undertaking the activity. An outline of how the proposed activity aligns to the headspace model and capacity of the headspace centre to undertake the grant activity. s47E(d) A brief description of the costs associated with the delivery of the activities. Note: Only whole or An outline of consultation with young people aged 12 to 25 years, lead half scores will be agencies and headspace services that has been undertaken in developing the accepted. application, or that is planned. For example, a score Points for consideration: of 3.25 will not be considered a valid Has a high-level timeline and budget been included? rating If applicable, have costs associated with breaking lease arrangement of current premises been provided? For relocation projects, has the applicant outlined location options that have been investigated or evidence of available suitable locations.

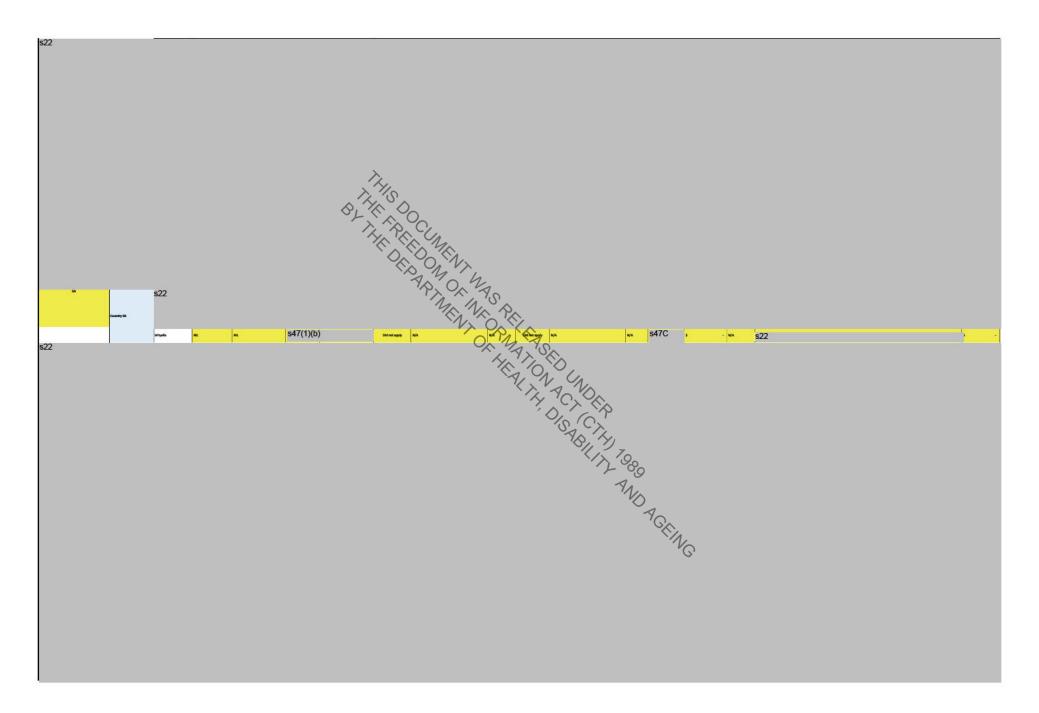




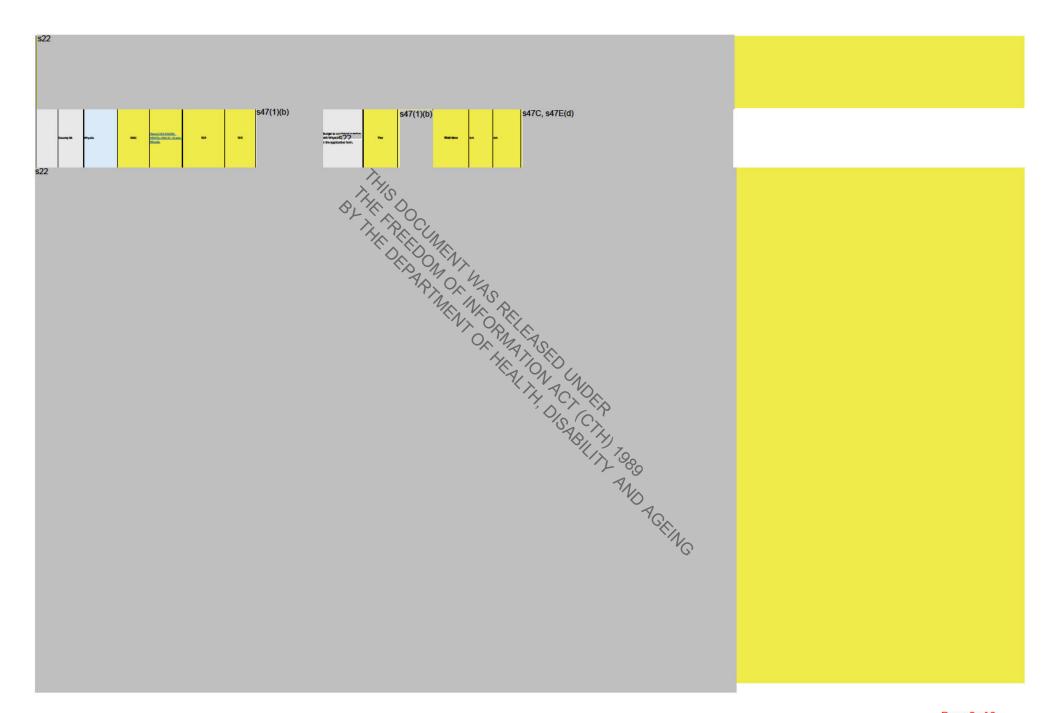


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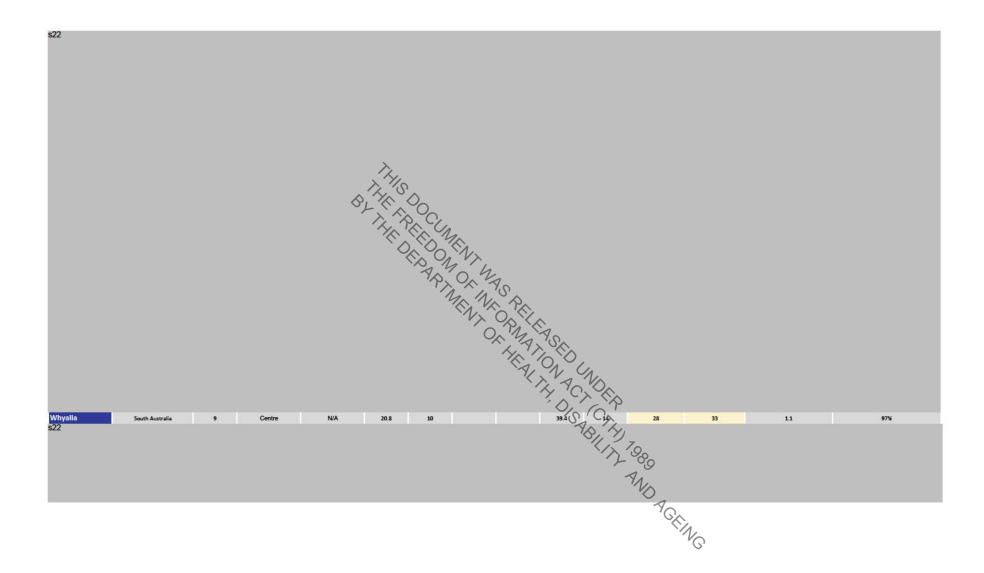




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		Centre		WTR Program	Jul	-24	Aug	-24	Sep	p-24			Jul-Sept 24	
Name	Centre State	Round	Centre Type	Round	Ave Days	Count (n)	Ave Count of Direct OoS's Received Prior to First Care Service	Proportion of Episodes where the First Care Service was Received Within 90 days						
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STATE/ TERRITORY	PHN	HEADSPACE SERVICE	APPLICATION NO #	SHAREPOINT FOLDER NAME	NUMBER OF FILES SUBMITTED	Electorat e	Opening Date	hN Technical Assessment Completed	Stream	CP assessor	CS assessor
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S47F
COUNTRY SA
30 TANUNDA ROAD
NURIOOTPA SOUTH AUSTRALIA 5355

s47F

RE: GO7251 – Youth Mental Health headspace Demand Management and Enhancement Program - outcome of grant application

Thank you for your application for the Youth Mental Health headspace Demand Management and Enhancement Grant Opportunity that closed on 18 November 2024.

The Department of Health and Aged Care (the department) has completed the assessment of your application/s for the above grant opportunity, and I am pleased to advise the outcome as summarised in the table below.

The total amount of grant funding that will be provided to your Primary Health Network is

S47(1)(b)

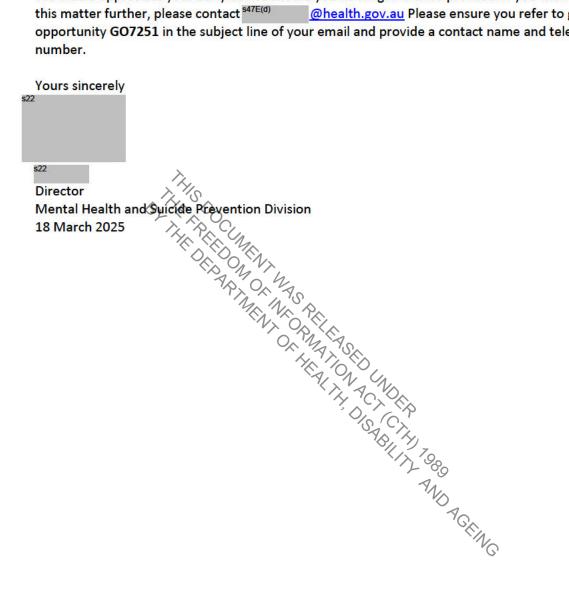
This includes operational costs for your organisation.

HEADSPACE SERVICE	FUNDING STREAM	ОИТСОМЕ
\$22	FUNDING STREAM	AND AGRING
	Stream 1: Wait Time Reduction	Did not apply
Whyalla	Stream 2: Building Cultural Capability	Did not apply
	Stream 3: Capital Enhancement and Infrastructure	Unsuccessful - No Funding

You will be contacted shortly with regards to entering into agreement negotiations. Please treat this as confidential until an agreement is finalised. You will receive a grant agreement, outlining a schedule that details the service activity/ies to be delivered and the funding breakdown for each successful headspace service.

It is important to note that this letter does not constitute an offer of funding. A formal offer by the Commonwealth is subject to successful negotiations of a final grant agreement and no legal obligations shall arise unless and until a grant agreement is signed by the Commonwealth.

We would appreciate your early advice should you no longer wish to proceed. If you wish to discuss this matter further, please contact s47E(d) @health.gov.au Please ensure you refer to grant opportunity GO7251 in the subject line of your email and provide a contact name and telephone



SCHEDULE: headspace Demand Management and Enhancement **Program**

Schedule Commencement Date: 31/07/2020 **Schedule Completion Date:** 31/12/2027

Agreement Id: 4-1NZ4VRP Schedule Id: 4-ENPHXU2

Item A DEPARTMENT'S PROGRAM INFORMATION

A.1 Program Name: headspace Demand Management and Enhancement Program

(hDMEP)

Program Description and Objectives: A.2

The objectives of headspace Demand Management and Enhancement Program (hDMEP):

- identify existing headspace services experiencing high wait times for clinical services, and develop and implement activities and initiatives to assist in reducing these wait times;
 support the long-term sustainability of the headspace program by improving
- access to safe and efficient services, appropriately managing service demand and improving the health outcomes of young people aged 12 to 25 with, of at risk of mental illness, and their families;
- building the cultural capability of the headspace network by providing culturally safe and accessible services, guided by evidence-based research and community consultation to support the social and emotional wellbeing of young people and communities;
- improve data collection and reporting on headspace wait times to support planning, research and analysis of headspace service demand;
- enhance and modernise headspace premises through capital works activity including increasing building size, enhancing layout, upgrading or replacing equipment and furnishings and/or relocating services; and
- build service capacity by supporting accommodation requirements of current and future staffing needs through building renovation or relocation.

The intended outcomes of the program:

- improve demand management at headspace services, increase access and reduce wait time for young people aged 12 to 25 years to access high quality youth friendly mental health support;
- enhance quality of experience for young people aged 12 to 25 years accessing mental health services provided through headspace; and
- boost physical capacity of services and enhance accessibility of services for young people, particularly those from First Nations, LGBTIQA+ and CALD communities, provided through headspace.

Item B YOUR ORGANISATION'S ACTIVITY INFORMATION

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

B.1 Name of Your Organisation: SA Rural Health Network Limited

B.2 ABN: 27 152 430 914 B.3 Activity Name: headspace Demand Management and Enhancement Program

Activity Id: 4-KNH4VOW

Activity Start Date: 31/07/2020 **Activity End Date:** 30/06/2027

This Schedule must be read and interpreted in conjunction with the 'Terms and Conditions For Standard Funding Agreement 2015', the Primary Mental Health Care Schedule, Supplementary Conditions at Annexure A of the Schedule, and the Grant Opportunity Guidelines at Annexure C of this Schedule.

The Schedule and the Terms and Conditions should not be read separately from each other.

Should the PHN Core Funding Schedule cease for any reason, including expiry or as a result of the Department exercising its termination powers under clause 10 [Termination and disputes] of the Terms and Conditions, the Department may choose to also exercise its termination powers under clause 10 [Termination and disputes] of the Terms and Conditions on Associated PHN Schedules.

Activity Details:

Implementation of this Activity must align with the 'Australian Government Response to Contributing Lives, Thriving Communities – Review of Mental Health Programmes and Services' (the Response), and the guidance documents provided by the Department, which are available at www.health.gov.au and by searching for 'PHN mental health tools and resources'. Implementation will build on the work Your Organisation is undertaking as part of the PHN Core Funding Schedule and the Primary Mental Health Care Schedule.

This Activity supports strategies aimed at increasing access to headspace services and reducing wait times at headspace sites for young people aged 12 to 25 requiring mental health support in Your Organisation's catchment.

Your Organisation must ensure all requirements under this Activity are delivered with the aim of achieving one or more of the following as appropriate with the funding provided:

- Activity B3.1 (Stream 1) Wait Time Reduction: the purpose of this stream is to address demand and wait list management at headspace services identified as highest need.
- Activity B3.2 (Stream 2) Building Cultural Capability: the purpose of this stream is to build the cultural capability of headspace services. Building cultural capability will help to improve access and provide better support for young people from priority groups including but not limited to those from First Nations, LGBTIQA+ and Culturally and Linguistically Diverse (CALD) communities.
- Activity B3.3 (Stream 3) Capital Enhancement and Infrastructure: the
 purpose of this stream is to enhance the quality of service, improve access to
 services and support headspace services by appropriately accommodating
 current and future staffing needs at headspace sites identified as highest need.

Your Organisation, in accordance with the Activity Work Plan will be expected to:

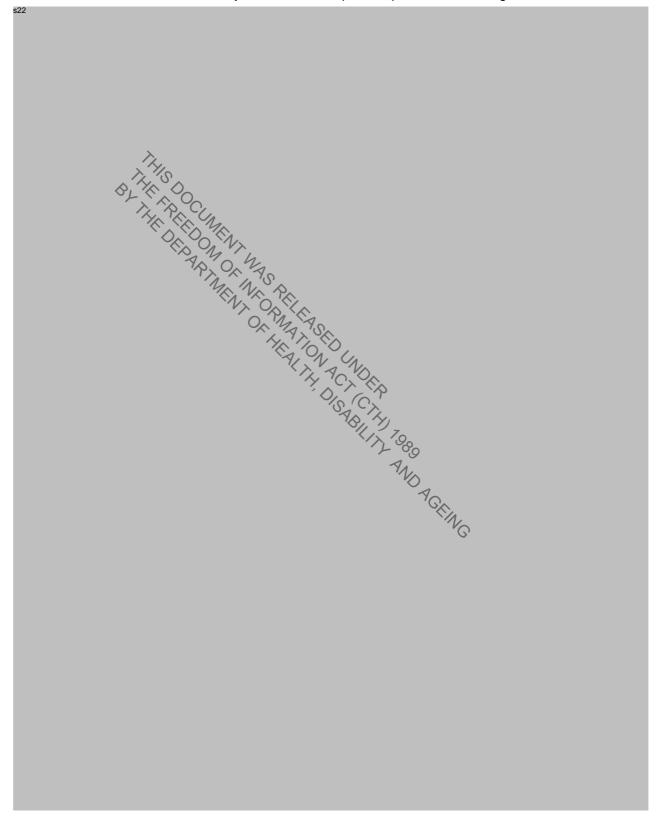
- work closely with headspace National Youth Mental Health Foundation on design, implementation and evaluation of funded activities;
- collaborate with headspace National Youth Mental Health Foundation and headspace lead agencies to undertake analysis, plan, co-design and implement strategies that aim to reduce wait times at headspace services operating in Your Organisation's catchment;
- target activities to improve wait times for young people with the highest need, including a focus on reducing wait times at the headspace service;
- ensure appropriate transition and interim arrangements are in place, if necessary, to ensure no significant impact to service delivery or the care of young people while strategies are being implemented;
- ensure activities are compliant with the headspace Model Integrity Framework and Trade Mark Licence Deed; and
- plan potential activities including increasing workforce, capital works improvements, providing additional group or drop-in sessions or implementing improved prioritisation and wait time reduction procedures.

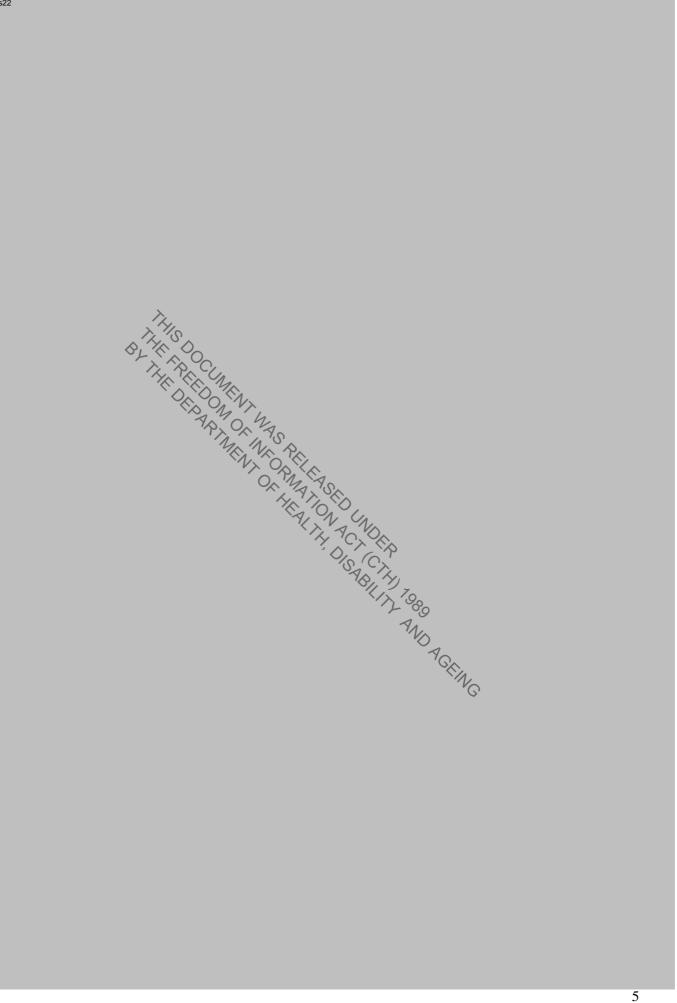
If your organisation receives funding for relocation and refurbishment, you must ensure these activities conform with headspace National facility guidelines.

Your Organisation must ensure commissioned services:

- i. are evidence based and consistent with a best practice Stepped Care approach, incorporating a joined up assessment process and referral pathway;
- ii. make best use of the available workforce; and
- iii. are cost effective.

Under the headspace Demand Management and Enhancement Program, your Organisation, in accordance with the Activity Work Plan, is required to provide the following:







Performance Reporting

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

- Your Organisation is required to submit data and reporting against performance indicators, in the form and timeframe specified by the Department.
- Your Organisation acknowledges that its performance against the PHN Program Performance and Quality Framework may be made publicly available.
- Your Organisation must participate in program evaluation activities, as specified by the Department.

Activity Performance Indicators:

Activity Performance Indicators in addition to the indicators as specified in the PHN Program Performance and Quality Framework:

O	F 00
	Performance Indicator Description Target
1	Activities have been undertaken in accordance with the approved Activity Work Plan as amended and agreed by the Department, as appropriate.

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	Name	Address
1	Direct Funded	SA Rural Health Network Limited	PO Box 868 NURIOOTPA SA 5355

Service Area:

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

	Туре	Service Area
1	Primary Health Networks Boundaries 2015	Country SA

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 of area is a Works Location for Capital Works or a site location for Real Property of 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.

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

C.1 Activity Name: headspace Demand Management and Enhancement Program

Financial Year	Funding Amount (GST Exclusive)	GST Amount	Total Amount (GST Inclusive)
2020-2021	s47(1)(b)		
2021-2022			
2022-2023			
2024-2025			
Total	s		

Bank Account Information:

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

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BSB Number:	
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Financial Institution	1,10
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Item D BUDGET (see also clause 3.5 [Budget] of the Terms and Conditions)

Your Organisation must spend the Grant funds in accordance with the Budget at Annexure D to this Schedule. Your Organisation is permitted to spend a maximum of of the Total Budget on Operational costs directly related to the delivery of the Activity.

Your Organisation must submit a Budget (in accordance with the allocations at Annexure D), for approval by the Department in accordance with Item E.2 for all Activities within this Schedule. Your Organisation must spend funding in accordance with the Approved 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.

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

NOTE 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

headspace Demand Management and Enhancement Program

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

These reports are not separate reports, but must be included as part of the Primary Mental Health Care Funding Report as per Item F.

The Twelve Month Reports 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 approved Activity Work Plan covering the reporting period;
- ii. performance against the activities, targets, outcomes and priorities set out in Item **B**.3:
- iii. an explanation as to how Your Organisation is addressing any issues, problems or delays; and
- iv. an Income and Expenditure Statement against the approved updated Activity Work Plan.

Your Organisation must submit the Twelve Month Reports 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.

The milestone will not be considered to be met until the Department accepts the Performance Report.

E.2 Activity Work Plan

headspace Demand Management and Enhancement Program

Your Organisation must submit an updated multi-year Activity Work Plan including a Budget, 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.

This must be included as part of the Primary Mental Health Care Funding Activity Work Plan as per Item F.

The Department will review the draft Activity Work Plan and will notify Your Organisation in writing of any changes that the Department requires to the Activity Work Plan as soon as practicable.

Your Organisation agrees that when the draft Activity Work Plan is accepted by the Department, it will become the Activity Work Plan and its public components, as specified by the Department, will, as soon as practical, be made available on Your Organisation's website. Public components exclude any sensitive content as agreed by the Department.

For each financial year of the Activity, Your Organisation is required to conduct the Activity in accordance with the Activity Work Plan as accepted by the Department.

If Your Organisation wishes to make any changes to the Activity Work Plan Your Organisation must obtain the Department's written agreement to the amendment before it will take effect.

E.3 Annual Report

None specified.

E.4 Financial Acquittal Reports and Financial Declarations

To be provided as specified below.

headspace Demand Management and Enhancement Program

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

The Income and Expenditure Statements must:

- i. follow the template as provided by the Department;
- ii. record expenditure for the Activity against the approved Budget, and
- iii. be for the same period as the Performance Report.

This must be included as part of the Primary Mental Health Care Funding Reports as per Item F.

Your Organisation must submit the Financial Acquittal 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.

Your Organisation must submit a Financial Declaration confirming that the funds provided for the headspace Demand Management and Enhancement Program 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

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).

These reports are not separate reports, but must be included as part of the PHN Core funding Schedule Report as per Item F.

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.

If your Organisation have been successful in receiving funding for capital and infrastructure:

- you are required to contact the Department in writing at least one month before completing all capital works (in particularly for refurbishments or relocations); and
- complete the Department template requesting information about media release and event launches.

E.6 Final Report

headspace Demand Management and Enhancement Program

The Final Report is the Twelve Month Performance Report for the period 2027-28. See Item E.1.This report is not a separate report, but must be included as part of the Primary Mental Health Care Funding Report as per Item F.

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

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.

Milestor	nes and Reports	Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.1	Payment	headspace Demand Management and Enhancement Program	2020-2021 Payment 1 (Hobart site)	On execution (October 2020)	s47(1)(b)	
F.2	Other Report	headspace Demand Management and Enhancement Program	Confirm that your Needs Assessment is current.	15 November 2020		
F.3	Payment	headspace Demand Management and Enhancement Program	2020-2021 Payment 2 (to include Launceston site)	On Execution (June 2021)		
F.4	Activity Work Plan	headspace Demand Management and Enhancement Program	Your Organisation must review their Activity Work Plan and submit any amendments and an updated Budget (Phis is to be included in the Activity Work Plan for the Primary Mental Health Care Schedule).	30 April 2021		
F.5	Performance Report	headspace Demand Management and Enhancement Program	In accordance with Item E.1, Your Organisation must submit a Twelve Month Performance Report for the Activity Period 1 July 2020 to 30 June 2021. (This is to be reported in the Twelve Month Report for Primary Mental Health Care Schedule).	30 September 2021		
F.6	Financial Acquittal Report	headspace Demand Management and Enhancement Program	In accordance with Item E.4, Your Organisation must submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2020 to 30 June 2021. (This is to be included in the Audited Income and Expenditure Statement for the Primary Mental Health Care Schedule).	30 September 2021		

Milestor	nes and Reports	Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.7	Other Report	headspace Demand Management and Enhancement Program	Confirm that your Needs Assessment is current.	15 November 2021	s47(1)(b)	
F.8	Activity Work Plan	headspace Demand Management and Enhancement Program	Your Organisation must review their Activity Work Plan and submit any amendments and an updated Budget. (This is to be included in the Activity Work Plan for the Primary Mental Health Care Schedule).	30 April 2022		
F.9	Performance Report	headspace Demand Management and Enhancement Program	In accordance with Item E.1, Your Organisation must submit a Final Performance Report for the Activity Period 1 July 2021 to 30 June 2022. (This is to be reported in the Twelve Month Report for Primary Mental Health Care Schedule).	30 September 2022		
F.10	Financial Acquittal Report	headspace Demand Management and Enhancement Program	In accordance with Item E.4, Your Organisation must submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2021 to 30 June 2022. (This is to be included in the Audited Income and Expenditure Statement for the Primary Mental Health Care Schedule).	30 September 2022		
F.11	Other Report	headspace Demand Management and Enhancement Program	Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2021 to 30 June 2022. (This is to be included in the Audited Income and Expenditure Statement for the Primary Mental Health Care Schedule). Confirm that your Needs Assessment is current.	15 November 2022		
F.12	Payment	headspace Demand Management and Enhancement Program	2022-2023 Payment	On execution of Deed of Variation 3		
F.13	Activity Work Plan	headspace Demand Management and Enhancement Program	Your Organisation must review their Activity Work Plan and submit any amendments and an updated Budget. (This is to be included in the Activity Work Plan for the Primary Mental Health Care Schedule).	30 April 2023		

Milesto	nes and Reports	Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.14	Performance Report	headspace Demand Management and Enhancement Program	In accordance with Item E.1, Your Organisation must submit a Twelve Month Performance Report for the Activity Period 1 July 2022 to 30 June 2023. (This is to be reported in the Twelve Month Report for Primary Mental Health Care Schedule).	30 September 2023	s47(1)(b)	
F.15	Financial Acquittal Report	headspace Demand Management and Enhancement Program	In accordance with Item E.4, Your Organisation must submit an Addited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2022 to 30 June 2023. (This is to be included in the Addited Income and Expenditure Statement for the Primary Mental Health Care Schedule).	30 September 2023		
F.16	Other Report	headspace Demand Management and Enhancement Program	Confirm that your Needs Assessment is current.	15 November 2023		
F.17	Activity Work Plan	headspace Demand Management and Enhancement Program	Your Organisation must review their Activity Work Plan and submit any amendments and an updated Budget (This is to be included in the Activity Work Plan for the Primary Mental Health Care Schedule).	30 April 2024		
F.18	Performance Report	headspace Demand Management and Enhancement Program	In accordance with Item E.1, Your Organisation must submit a Twelve Month Performance Report for the Activity Period 1 July 2023 to 30 June 2024. (This is to be reported in the Twelve Month Report for Primary Mental Health Care Schedule).	30 September 2024		
F.19	Financial Acquittal Report	headspace Demand Management and Enhancement Program	In accordance with Item E.4, Your Organisation must submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2023 to 30 June 2024. (This is to be included in the Audited Income and Expenditure Statement for the Primary Mental Health Care Schedule).	30 September 2024		
F.20	Other Report	headspace Demand Management and Enhancement Program	Confirm that your Needs Assessment is current.	15 November 2024		

Milestor	nes and Reports	Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount GST (GST excl.)
F.21	Payment	headspace Demand Management and Enhancement Program	2024-2025 Payment	On execution	\$47(1)(b)
F.22	Activity Work Plan	headspace Demand Management and Enhancement Program	Your Organisation must review their Activity Work Plan and submit any amendments and an updated Budget.	30 April 2025	
F.23	Performance Report	headspace Demand Management and Enhancement Program	In accordance with Item E1, Your Organisation must submit a Twelve Month Performance Report for the Activity Period 1 July 2024 to 30 June 2025.	30 September 2025	
F.24	Financial Acquittal Report	headspace Demand Management and Enhancement Program	In accordance with Item E.4, Your Organisation must submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2024 to 30 June 2025.	30 September 2025	
F.25	Other Report	headspace Demand Management and Enhancement Program	Confirm that your Needs Assessment is current.	15 November 2025	
F.26	Activity Work Plan	headspace Demand Management and Enhancement Program	Your Organisation must review their Activity Work Plan and submit any amendments and an updated Budget.	30 April 2026	

F.27	Performance Report	headspace Demand Management and Enhancement Program	In accordance with Item E.1, Your Organisation must submit a Twelve Month Performance Report for the Activity Period 1 July 2025 to 30 June 2026.	30 September 2026
F.28	Financial Acquittal Report	headspace Demand Management and Enhancement Program	In accordance with Item E.4, Your Organisation must submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2025 to 30 June 2026.	30 September 2026
F.29	Other Report	headspace Demand Management and Enhancement Program	Confirm that your Needs Assessment is current.	15 November 2026
F.30	Activity Work Plan	headspace Demand Management and Enhancement Program	Your Organisation must review their Activity Work Plan and submit any amendments and an updated Budget.	30 April 2027
F.31	Final Performance Report	headspace Demand Management and Enhancement Program	In accordance with Item E.1, Your Organisation must submit a Twelve Month Performance Report for the Activity Period 1 July 2026 to 30 June 2027.	30 September 2027
F.32	Final Financial Acquittal Report	headspace Demand Management and Enhancement Program	In accordance with Item E.4, Your Organisation must submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2026 to 30 June 2027.	30 September 2027

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

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

headspace Demand Management and Enhancement Program

None specified.

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

headspace Demand Management and Enhancement 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 & Conditions)

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

headspace Demand Management and Enhancement Program

None specified.

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

headspace Demand Management and Enhancement Program

None specified.

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

headspace Demand Management and Enhancement Program

The Commonwealth's Confidential Information is:

None specified.

Your Organisation's Confidential Information is:

None specified.

Item L NOTICES (see also Clause 4.5 [Notices] of the Terms &

Conditions) The Commonwealth's contact details and address for notices:

Name or Position	, Program Officer
Phone	s22
Email	®22 @health.gov.au
Postal Address	GPO Box 9848 CANBERRA ACT 2601

Your Organisation's contact details and address for notices:

Name or Position	, Chief Executive Officer
Phone	(A)TF
Email	@countrysaphn.com.au
Postal Address	PO Box 868 NURIOO TPA SA 5355

Item M VULNERABLE PERSONS, POLICE CHECKS AND CRIMINAL

RECORDS (see also clause 4.1 [Working with Vulnerable Persons] of the Terms & Conditions)

AND ACEING

headspace Demand Management and Enhancement Program

Supplementary Condition G8.1 applies to the Activity.

Signatories to this Agreement

Parties	acting through The Depa	tralia ("Commonwealth"), as represented by and artment of Health ABN 83 605 426 759, Furzer and Worgan St, Phillip ACT 2606
And		
	SA Rural Health Netwo 868, Nuriootpa SA 5355	rk Limited, ABN 27 152 430 914, PO Box 5 ("Your Organisation")
Executed by	the Parties as a DEED on the	eYearYear
this Schedule Letter, the en	e (including its Annexures and ar	le they enter into the Agreement, which comprises by Supplementary Conditions), the attached Cover and Conditions Standard Funding Agreement orated by reference.
This Agreeme	ent is deemed to have commence	ed on 13 October 2020.
of the Comm relevant Dele through the I 426 759 in th	led and Delivered for and on beha nonwealth of Australia by the egate, represented by and acting Department of Health ABN 83 605 the presence of:	
(Signature of E	Departmental Representative)	(Signature of Witness)/
(Name of Depa	artmental Representative)	(Name of Witness in full)
Company	1	
	ed and Delivered by SA Rural Hea ith its Constitution:	alth Network Limited, ABN 27 152 430 914 in
(Signature of E	Director)	(Signature of other Director/Secretary)
(Name of Direct	ctor in full)	(Name of other Director/Secretary)

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.

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 reptace 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 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;
- 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; 🐠
- 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.

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 PRS 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.
- 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;
- 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 coroners 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).

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:

- 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 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 (QST 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 A 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.
- 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;
- 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.

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.
- 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;
- 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:
- 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

refers to an Annexure to this Schedule. In the event of inconsistency between the Annexures or between the Annexure and the Schedule the following order of priority applies: a. Annexure A – Supplementary Conditions b. Schedule c. Annexure B – Definitions e. Annexure B – Definitions e. Annexure C – PHN Grant Opportunity Guidelines Associated PHN Schedules Commissioning 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 systeming provenient and innovation. Commissioning is a continuous process that requires Your Organisation to be responsible for: a. Strategic planning – assessing the needs of the community and available Health Services and professional and community input; b. 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 c. Clinical expertise – inclusting of clinical mental health experts in the assessment of tenders and associated assessment panels; and d. Monitoring and review – assessing the efficiency and effectiveness (including Value for Money) of Health Services and implementing strategies to address gaps and underperformance. Contracted Services Flexible Funding Wour Organisation to respond to PHN specific priorities identified through health needs assessment and planning and that meet the priorities determined by the Department and identified in the Schedule. The total amount of Flexible Funding for each financial year of the Activity Period is set out in Annexure D. Health Services Reeds Assessment As per item E.5 The Needs Assessment which has been most recently approved in writing by the Department.	Activity Work Plan	As per item E.2, means the report approved by the Department that sets out the planned activity, milestones and outcomes for each financial year of the Activity Period, including details of any Contracted Services.			
In the event of inconsistency between the Annexures or between the Annexure and the Schedule the following order of priority applies: a. Annexure A – Supplementary Conditions b. Schedule c. Annexure B – Definitions e. Annexure B – Definitions e. Annexure C – PHN Grant Opportunity Guidelines Associated PHN Schedules All Dapartment of Health Standard Funding Agreement 2015 Schedules that fund PHNs to commission, or support the Commissioning of, PHN specific services. This excludes the Commonwealth Home Support Program (CHSP) Schedule. Commissioning Commissioning is a strategic approach to Purchasing that seeks to ensure that services meet the fleath needs of the population and contribute towards service and system approvement and innovation. Commissioning is a continuous process that requires Your Organisation to be responsible for: a. Strategic planning—assessing the needs of the community and available Health Services, and determining priorities based on service analysis and professional and community input; b. 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 c. Clinical expertise—inclusion of clinical mental health experts in the assessment of tenders and associated assessment panels; and d. Monitoring and review—assessing the efficiency and effectiveness (including Value for Money) of Health Services, and implementing strategies to address gaps and underperformance. Contracted Services that Your Organisation contracts a third party to provide. Contracted Services can be Purchased or Commissioned. The total amount of Flexible Funding for each financial year of the Activity Period is set out in Annexure D. Health Services As per item E.5 The Needs Assessment which has been most recently approved in writing by the Department.	Annexure	refers to an Annexure to this Schedule.			
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Operational Funding	means funding provided to Your Organisation under the headspace Demand Management and Enhancement Program to undertake activities under this entire Schedule, specifically:			
	 a. the operation and maintenance of the PHN to meet obligations under this Schedule, including: premises; staff; equipment and IT, and associated costs including utilities; 			
	 b. conduct needs assessments and associated population health planning activities; 			
	 c. conduct processes for commissioning mental health and suicide prevention services and associated contract negotiations; and 			
	d. stakeholder management and engagement.			
	Information on use of funds for operational activities is outlines under Item D – Budget.			
PHN Program Performance and Quality Framework	means the framework which outlines the arrangements for monitoring, assessing and managing Primary Health Networks performance.			
Stepped Care	is defined as an evidence-based, staged system comprising a hierarchy of interventions, from the least to the most intensive, matched to the individual's needs. Stepped Care is a different and broader concept from 'step up/step down' services. Step up/step down services are clinically supported services that offer short term care to manage the interface between inpatient and community settings.			
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ANNEXURE C – headspace Demand Management and Enhancement Grant Opportunity Guidelines

Grant Connect 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/

- GO3462 headspace Demand Management and Enhancement Program Grant Opportunity Guidelines
- GO4566 headspace Demand Management and Enhancement Program Grant Opportunity Guidelines (Round 3)
- GO5399 headspace Demand Management and Enhancement Program Grant Opportunity Guidelines (Round 4)
- GO7251 Youth Mental Health headspace Demand Management and Enhancement Program Grant Opportunity Guidelines (Round 5)



ANNEXURE D – Budget – headspace Demand Management and Enhancement Program

Activity B3 headspace Demand Management and Enhancement Program





Activity B3 headspace Demand Management and Enhancement Program – headspace Whyalla:

Financial Year	Funding Amount (GST Exclusive)	GST Amount	Total Amount (GST Inclusive)
2022-2023	s47(1)(b)		
2023-2024	-		
2024-2025	_		
headspace Whyalla Total			



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Funding 2025-26 Incl. PHIN Operational & Additional Indexation Funding 2018-19 Incl. PHN Operational Funding 2019-20 Incl. PHN Operational Funding 2020-21 Incl. PHN Operational Funding 2022-23 Incl. PHN Operational Funding 2023-24

Incl. PHN Operational & Incl. PHN Operational & Additional Indexation

Funding 2024-25

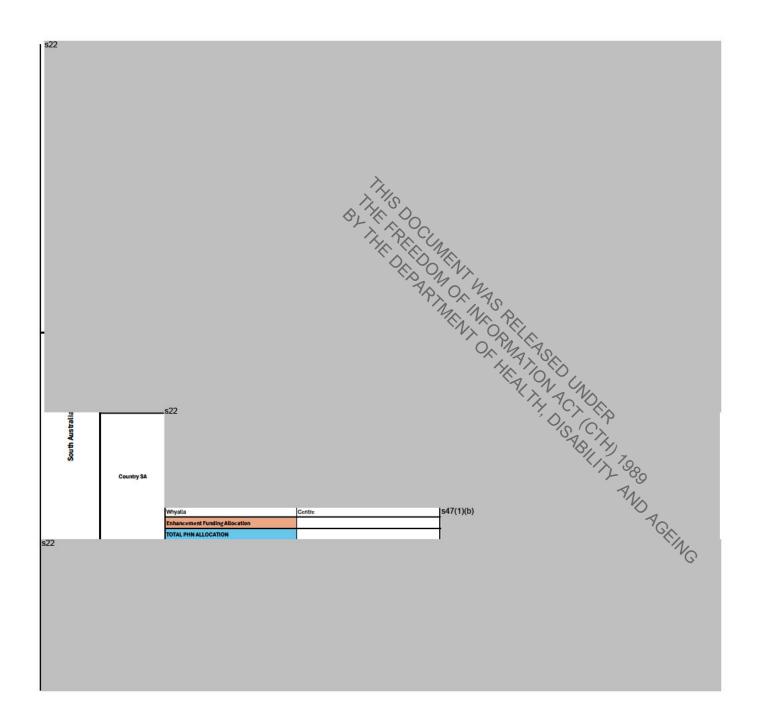
Incl. PHN Operational & Additional Indexation State / Territory Funding 2021-22 Incl. PHN Operational Rurality PILIPEDONION NAS PELEVASED UNDER AND AGENCE



		E	nhancement Fun	ding			
State /Territory	PHN	headspace Service	Service Type	Funding 2022-23 Incl. PHN Operational	Funding 2023-24 incl. PHN operational & additional indexation	Total Funding 2024-25 incl. PHN operational & additional indexation	Total Funding 2025-26 incl. PHN operational & additional indexation
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SCHEDULE: headspace Demand Management and Enhancement **Program**

Schedule Commencement Date: 31/07/2020 **Schedule Completion Date:** 31/12/2027

Agreement Id: 4-1NZ4VRP Schedule Id: 4-ENPHXU2

Item A DEPARTMENT'S PROGRAM INFORMATION

A.1 Program Name: headspace Demand Management and Enhancement Program

(hDMEP)

Program Description and Objectives: A.2

The objectives of headspace Demand Management and Enhancement Program (hDMEP):

- identify existing headspace services experiencing high wait times for clinical services, and develop and implement activities and initiatives to assist in reducing these wait times;
 support the long-term sustainability of the headspace program by improving
- access to safe and efficient services, appropriately managing service demand and improving the health outcomes of young people aged 12 to 25 with, of at risk of mental illness, and their families;
- building the cultural capability of the headspace network by providing culturally safe and accessible services, guided by evidence-based research and community consultation to support the social and emotional wellbeing of young people and communities;
- improve data collection and reporting on headspace wait times to support planning, research and analysis of headspace service demand;
- enhance and modernise headspace premises through capital works activity including increasing building size, enhancing layout, upgrading or replacing equipment and furnishings and/or relocating services; and
- build service capacity by supporting accommodation requirements of current and future staffing needs through building renovation or relocation.

The intended outcomes of the program:

- improve demand management at headspace services, increase access and reduce wait time for young people aged 12 to 25 years to access high quality youth friendly mental health support;
- enhance quality of experience for young people aged 12 to 25 years accessing mental health services provided through headspace; and
- boost physical capacity of services and enhance accessibility of services for young people, particularly those from First Nations, LGBTIQA+ and CALD communities, provided through headspace.

Item B YOUR ORGANISATION'S ACTIVITY INFORMATION

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

B.1 Name of Your Organisation: SA Rural Health Network Limited

B.2 ABN: 27 152 430 914 B.3 Activity Name: headspace Demand Management and Enhancement Program

Activity Id: 4-KNH4VOW

Activity Start Date: 31/07/2020 **Activity End Date:** 30/06/2027

This Schedule must be read and interpreted in conjunction with the 'Terms and Conditions For Standard Funding Agreement 2015', the Primary Mental Health Care Schedule, Supplementary Conditions at Annexure A of the Schedule, and the Grant Opportunity Guidelines at Annexure C of this Schedule.

The Schedule and the Terms and Conditions should not be read separately from each other.

Should the PHN Core Funding Schedule cease for any reason, including expiry or as a result of the Department exercising its termination powers under clause 10 [Termination and disputes] of the Terms and Conditions, the Department may choose to also exercise its termination powers under clause 10 [Termination and disputes] of the Terms and Conditions on Associated PHN Schedules.

Activity Details:

Implementation of this Activity must align with the 'Australian Government Response to Contributing Lives, Thriving Communities – Review of Mental Health Programmes and Services' (the Response), and the guidance documents provided by the Department, which are available at www.health.gov.au and by searching for 'PHN mental health tools and resources'. Implementation will build on the work Your Organisation is undertaking as part of the PHN Core Funding Schedule and the Primary Mental Health Care Schedule.

This Activity supports strategies aimed at increasing access to headspace services and reducing wait times at headspace sites for young people aged 12 to 25 requiring mental health support in Your Organisation's catchment.

Your Organisation must ensure all requirements under this Activity are delivered with the aim of achieving one or more of the following as appropriate with the funding provided:

- Activity B3.1 (Stream 1) Wait Time Reduction: the purpose of this stream is to address demand and wait list management at headspace services identified as highest need.
- Activity B3:2 (Stream 2) Building Cultural Capability: the purpose of this stream is to build the cultural capability of headspace services. Building cultural capability will help to improve access and provide better support for young people from priority groups including but not limited to those from First Nations, LGBTIQA+ and Culturally and Linguistically Diverse (CALD) communities.
- Activity B3.3 (Stream 3) Capital Enhancement and Infrastructure: the
 purpose of this stream is to enhance the quality of service, improve access to
 services and support headspace services by appropriately accommodating
 current and future staffing needs at headspace sites identified as highest need.

Your Organisation, in accordance with the Activity Work Plan will be expected to:

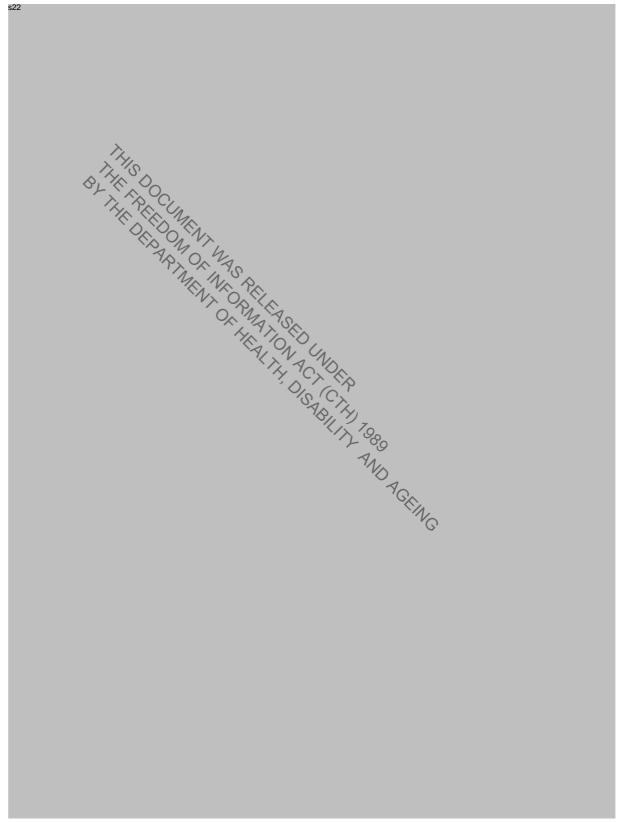
- work closely with headspace National Youth Mental Health Foundation on design, implementation and evaluation of funded activities;
- collaborate with headspace National Youth Mental Health Foundation and headspace lead agencies to undertake analysis, plan, co-design and implement strategies that aim to reduce wait times at headspace services operating in Your Organisation's catchment;
- target activities to improve wait times for young people with the highest need, including a focus on reducing wait times at the headspace service;
- ensure appropriate transition and interim arrangements are in place, if necessary, to ensure no significant impact to service delivery or the care of young people while strategies are being implemented;
- ensure activities are compliant with the headspace Model Integrity Framework and Trade Mark Licence Deed; and
- plan potential activities including increasing workforce, capital works improvements, providing additional group or drop-in sessions or implementing improved prioritisation and wait time reduction procedures.

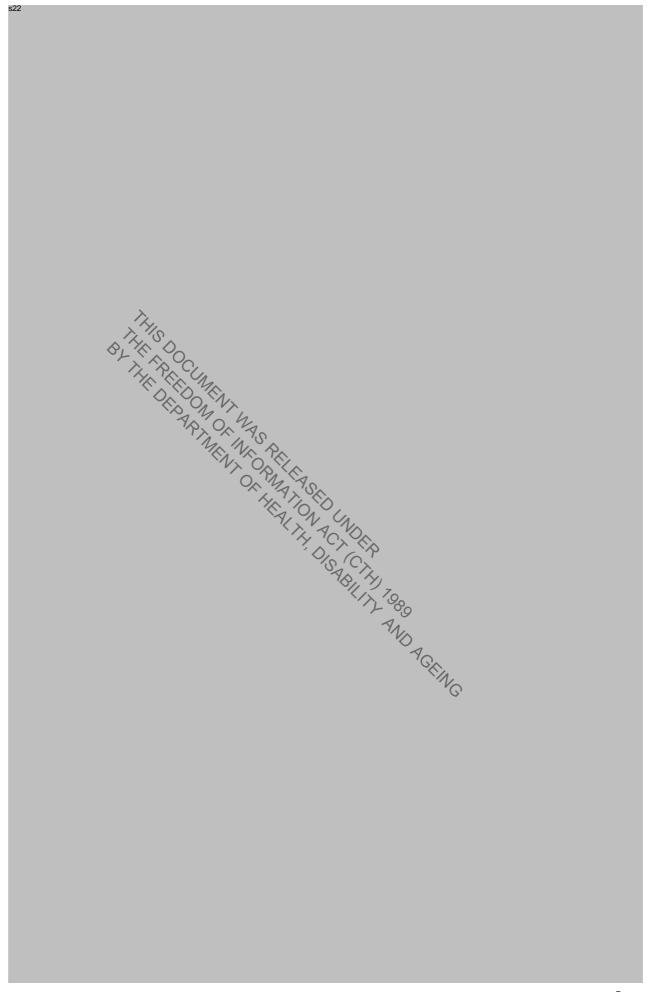
If your organisation receives funding for relocation and refurbishment, you must ensure these activities conform with headspace National facility guidelines.

Your Organisation must ensure commissioned services:

- i. are evidence based and consistent with a best practice Stepped Care approach, incorporating a joined up assessment process and referral pathway;
- ii. make best use of the available workforce; and
- iii. are cost effective.

Under the headspace Demand Management and Enhancement Program, your Organisation, in accordance with the Activity Work Plan, is required to provide the following:







Performance Reporting

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

- Your Organisation is required to submit data and reporting against performance indicators, in the form and timeframe specified by the Department.
- Your Organisation acknowledges that its performance against the PHN Program Performance and Quality Framework may be made publicly available.
- Your Organisation must participate program evaluation activities, as specified by the Department.

Activity Performance Indicators:

Activity Performance Indicators in addition to the indicators as specified in the PHN Program Performance and Quality Framework:

	Performance Indicator Description Target
1	Activities have been undertaken in accordance with the approved Activity Work Plan as amended and agreed by the Department, as appropriate.

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	Name	Address
1	Direct Funded	SA Rural Health Network Limited	PO Box 868 NURIOOTPA SA 5355

Service Area:

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

	Туре	Service Area
1	Primary Health Networks Boundaries 2015	Country SA

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 of area is a Works Location for Capital Works or a site location for Real Property of 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.

NOTE

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

C.1 Activity Name: headspace Demand Management and Enhancement Program

Financial Year	Funding Amount (GST Exclusive)	GST Amount	Total Amount (GST Inclusive)
2020-2021	s47(1)(b)		
2021-2022			
2022-2023			
2024-2025			
Total			

Bank Account Information:

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

	470/11/	
BSB Number:	s47G(1)(a)	
Financial Institution	10×145	
Account Number:	TON POL	
Account Name:	ON MAY AS	
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Item D BUDGET (see also clause 3.5 [Budget] of the Terms and Conditions)

Your Organisation must spend the Grant funds in accordance with the Budget at Annexure D to this Schedule. Your Organisation is permitted to spend a maximum of of the Total Budget on Operational costs directly related to the delivery of the Activity.

Your Organisation must submit a Budget (in accordance with the allocations at Annexure D), for approval by the Department in accordance with Item E.2 for all Activities within this Schedule. Your Organisation must spend funding in accordance with the Approved 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.

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

headspace Demand Management and Enhancement Program

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

These reports are not separate reports, but must be included as part of the Primary Mental Health Care Funding Report as per Item F.

The Twelve Month Reports 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 approved Activity Work Plan covering the reporting period;
- ii. performance against the activities, targets, outcomes and priorities set out in Item **B**.3:
- iii. An explanation as to how Your Organisation is addressing any issues, problems or delays; and
- iv. an Income and Expenditure Statement against the approved updated Activity Work Plan.

Your Organisation must submit the Twelve Month Reports 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.

The milestone will not be considered to be met until the Department accepts the Performance Report.

E.2 Activity Work Plan

headspace Demand Management and Enhancement Program

Your Organisation must submit an updated multi-year Activity Work Plan including a Budget, 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.

This must be included as part of the Primary Mental Health Care Funding Activity Work Plan as per Item F.

The Department will review the draft Activity Work Plan and will notify Your Organisation in writing of any changes that the Department requires to the Activity Work Plan as soon as practicable.

Your Organisation agrees that when the draft Activity Work Plan is accepted by the Department, it will become the Activity Work Plan and its public components, as specified by the Department, will, as soon as practical, be made available on Your Organisation's website. Public components exclude any sensitive content as agreed by the Department.

For each financial year of the Activity, Your Organisation is required to conduct the Activity in accordance with the Activity Work Plan as accepted by the Department.

If Your Organisation wishes to make any changes to the Activity Work Plan Your Organisation must obtain the Department's written agreement to the amendment before it will take effect.

E.3 Annual Report

None specified.

E.4 Financial Acquittal Reports and Financial Declarations

To be provided as specified below.

headspace Demand Management and Enhancement Program

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

The Income and Expenditure Statements must:

- i. follow the template as provided by the Department;
- ii. record expenditure for the Activity against the approved Budget, and
- iii. be for the same period as the Performance Report.

This must be included as part of the Primary Mental Health Care Funding Reports as per Item F.

Your Organisation must submit the Financial Acquittal 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.

Your Organisation must submit a Financial Declaration confirming that the funds provided for the headspace Demand Management and Enhancement Program 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

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).

These reports are not separate reports, but must be included as part of the PHN Core funding Schedule Report as per Item F.

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.

If your Organisation have been successful in receiving funding for capital and infrastructure:

- you are required to contact the Department in writing at least one month before completing all capital works (in particularly for refurbishments or relocations); and
- complete the Department template requesting information about media release and event launches.

E.6 Final Report

headspace Demand Management and Enhancement Program

The Final Report is the Twelve Month Performance Report for the period 2027-28. See Item E.1.This report is not a separate report, but must be included as part of the Primary Mental Health Care Funding Report as per Item F.

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

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.

Milestor	nes and Reports	Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.1	Payment	headspace Demand Management and Enhancement Program	2020-2021 Payment 1 (Hobart site)	On execution (October 2020)	's47(1)(b)	
F.2	Other Report	headspace Demand Management and Enhancement Program	Confirm that your Needs Assessment is current.	15 November 2020		
F.3	Payment	headspace Demand Management and Enhancement Program	2020-2021 Payment 2 (to include Launceston site)	On Execution (June 2021)		
F.4	Activity Work Plan	headspace Demand Management and Enhancement Program	Your Organisation must review their Activity Work Plan and submit any amendments and an updated Budget (Phis is to be included in the Activity Work Plan for the Primary Mental Health Care Schedule).	30 April 2021		
F.5	Performance Report	headspace Demand Management and Enhancement Program	In accordance with Item E.1, Your Organisation must submit a Twelve Month Performance Report for the Activity Period 1 July 2020 to 30 June 2021. (This is to be reported in the Twelve Month Report for Primary Mental Health Care Schedule).	30 September 2021		
F.6	Financial Acquittal Report	headspace Demand Management and Enhancement Program	In accordance with Item E.4, Your Organisation must submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2020 to 30 June 2021. (This is to be included in the Audited Income and Expenditure Statement for the Primary Mental Health Care Schedule).	30 September 2021		

Milestor	nes and Reports	Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.7	Other Report	headspace Demand Management and Enhancement Program	Confirm that your Needs Assessment is current.	15 November 2021	\$47(1)(b)	
F.8	Activity Work Plan	headspace Demand Management and Enhancement Program	Your Organisation must review their Activity Work Plan and submit any amendments and an updated Budget. (This is to be included in the Activity Work Plan for the Primary Mental Health Care Schedule).	30 April 2022		
F.9	Performance Report	headspace Demand Management and Enhancement Program	In accordance with Item E.1, Your Organisation must submit a Final Performance Report for the Activity Period 1 July 2021 to 30 June 2022. (This is to be reported in the Twelve Month Report for Primary Mental Health Care Schedule).	30 September 2022		
F.10	Financial Acquittal Report	headspace Demand Management and Enhancement Program	In accordance with Item E.4, Your Organisation must submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2021 to 30 June 2022. (This is to be included in the Audited Income and Expenditure Statement for the Primary Mental Health Care Schedule).	30 September 2022		
F.11	Other Report	headspace Demand Management and Enhancement Program	Mental Health Care Schedule). Confirm that your Needs Assessment is current.	15 November 2022		
F.12	Payment	headspace Demand Management and Enhancement Program	2022-2023 Payment ACEING	On execution of Deed of Variation 3		
F.13	Activity Work Plan	headspace Demand Management and Enhancement Program	Your Organisation must review their Activity Work Plan and submit any amendments and an updated Budget. (This is to be included in the Activity Work Plan for the Primary Mental Health Care Schedule).	30 April 2023		

Mileston	es and Reports	Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.14	Performance Report	headspace Demand Management and Enhancement Program	In accordance with Item E.1, Your Organisation must submit a Twelve Month Performance Report for the Activity Period 1 July 2022 to 30 June 2023. (This is to be reported in the Twelve Month Report for Primary Mental Health Care Schedule).	30 September 2023	s47(1)(b)	
F.15	Financial Acquittal Report	headspace Demand Management and Enhancement Program	In accordance with Item E.4, Your Organisation must submit an Addited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2022 to 30 June 2023. (This is to be included in the Addited Income and Expenditure Statement for the Primary Mental Health Care Schedule).	30 September 2023		
F.16	Other Report	headspace Demand Management and Enhancement Program	Confirm that your Needs Assessment is current.	15 November 2023		
F.17	Activity Work Plan	headspace Demand Management and Enhancement Program	Your Organisation must review their Activity Work Plan and submit any amendments and an updated Budget (This is to be included in the Activity Work Plan for the Primary Mental Health Care Schedule).	30 April 2024		
F.18	Performance Report	headspace Demand Management and Enhancement Program	In accordance with Item E.1, Your Organisation must submit a Twelve Month Performance Report for the Activity Period 1 July 2023 to 30 June 2024. (This is to be reported in the Twelve Month Report for Primary Mental Health Care Schedule).	30 September 2024		
F.19	Financial Acquittal Report	headspace Demand Management and Enhancement Program	In accordance with Item E.4, Your Organisation must submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2023 to 30 June 2024. (This is to be included in the Audited Income and Expenditure Statement for the Primary Mental Health Care Schedule).	30 September 2024		
F.20	Other Report	headspace Demand Management and Enhancement Program	Confirm that your Needs Assessment is current.	15 November 2024		

Mileston	es and Reports	Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.21	Payment	headspace Demand Management and Enhancement Program	2024-2025 Payment	On execution	s47(1)(b)	
F.22	Activity Work Plan	headspace Demand Management and Enhancement Program	Your Organisation must review their Activity Work Plan and submit any amendments and an updated Budget.	30 April 2025		
F.23	Performance Report	headspace Demand Management and Enhancement Program	In accordance with Item E1, Your Organisation must submit a Twelve Month Performance Report for the Activity Period 1 July 2024 to 30 June 2025.	30 September 2025		
F.24	Financial Acquittal Report	headspace Demand Management and Enhancement Program	In accordance with Item E.4, Your Organisation must submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2024 to 30 June 2025.	30 September 2025		
F.25	Other Report	headspace Demand Management and Enhancement Program	Confirm that your Needs Assessment is current.	15 November 2025		
F.26	Activity Work Plan	headspace Demand Management and Enhancement Program	Your Organisation must review their Activity Work Plan and submit any amendments and an updated Budget.	30 April 2026		

F.27	Performance Report	headspace Demand Management and Enhancement Program	In accordance with Item E.1, Your Organisation must submit a Twelve Month Performance Report for the Activity Period 1 July 2025 to 30 June 2026.	30 September 2026
F.28	Financial Acquittal Report	headspace Demand Management and Enhancement Program	In accordance with Item E.4, Your Organisation must submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2025 to 30 June 2026.	30 September 2026
F.29	Other Report	headspace Demand Management and Enhancement Program	Confirm that your Needs Assessment is current.	15 November 2026
F.30	Activity Work Plan	headspace Demand Management and Enhancement Program	Your Organisation must review their Activity Work Plan and submit any amendments and an updated Budget.	30 April 2027
F.31	Final Performance Report	headspace Demand Management and Enhancement Program	In accordance with Item E.1, Your Organisation must submit a Twelve Month Performance Report for the Activity Period 1 July 2026 to 30 June 2027.	30 September 2027
F.32	Final Financial Acquittal Report	headspace Demand Management and Enhancement Program	In accordance with Item E.4, Your Organisation must submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2026 to 30 June 2027.	30 September 2027

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

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

headspace Demand Management and Enhancement Program

None specified.

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

headspace Demand Management and Enhancement 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 & Conditions)

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

headspace Demand Management and Enhancement Program

None specified.

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

headspace Demand Management and Enhancement Program

None specified.

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

headspace Demand Management and Enhancement Program

The Commonwealth's Confidential Information is:

None specified.

Your Organisation's Confidential Information is:

None specified.

Item L NOTICES (see also Clause 4.5 [Notices] of the Terms &

Conditions) The Commonwealth's contact details and address for notices:

Name or Position	, Program Officer
Phone	s22
Email	®22 @health.gov.au
Postal Address	GPO Box 9848 CANBERRA ACT 2601

Your Organisation's contact details and address for notices:

Name or Position	, Chief Executive Officer		
Phone			
Email	@countrysaphn.com.au		
Postal Address	PO Box 868 NURIOO TPA SA 5355		

Item M VULNERABLE PERSONS, POLICE CHECKS AND CRIMINAL

RECORDS (see also clause 4.1 [Working with Vulnerable Persons] of the Terms & Conditions)

AND ACEING

headspace Demand Management and Enhancement Program

Supplementary Condition G8.1 applies to the Activity.

Signatories to this Agreement

Parties	acting through The Depa	tralia ("Commonwealth"), as represented by and artment of Health ABN 83 605 426 759, Furzer and Worgan St, Phillip ACT 2606
And		
	SA Rural Health Networ 868, Nuriootpa SA 5355	rk Limited, ABN 27 152 430 914, PO Box 5 ("Your Organisation")
Executed by	the Parties as a DEED on the	YearYear
this Schedule Letter, the en	e (including its Annexures and an	le they enter into the Agreement, which comprises by Supplementary Conditions), the attached Cover and Conditions Standard Funding Agreement brated by reference.
This Agreeme	ent is deemed to have commence	ed on 13 October 2020.
of the Comm relevant Dele through the D	led and Delivered for and on behale nonwealth of Australia by the egate, represented by and acting Department of Health ABM 83 605 are presence of:	
(Signature of E	Departmental Representative)	(Signature of Witness)/
(Name of Depa	artmental Representative)	(Name of Witness in full)
Company	1	
_	ed and Delivered by SA Rural Hea ith its Constitution:	alth Network Limited, ABN 27 152 430 914 in
(Signature of E	Director)	(Signature of other Director/Secretary)
(Name of Direct	ctor in full)	(Name of other Director/Secretary)

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: $\sqrt{\ }$

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.

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 reptace 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 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;
- 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; 🐠
- 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.

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 PRS 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.
- 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;
- 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 coroners 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).

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:

- 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 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 (QST 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 A 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.
- 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;
- 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.

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.
- 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;
- 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:
- 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	As per item E.2, means the report approved by the Department that sets out the planned activity, milestones and outcomes for each financial year of the Activity Period, including details of any Contracted Services.
Annexure	refers to an Annexure to this Schedule.
	In the event of inconsistency between the Annexures or between the Annexure and the Schedule the following order of priority applies:
	a. Annexure A – Supplementary Conditions
	b. Schedule
	c. Annexure D – Budget
	d. Annexure B – Definitions
	e. Annexure C – PHN Grant Opportunity Guidelines
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Associated PHN Schedules	All Department of Health Standard Funding Agreement 2015 Schedules that fund PHNs to commission, or support the Commissioning of, PHN specific services. This excludes the Commonwealth Home Support Program (CHSP) Schedule.
Commissioning	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.
	Commissioning is a continuous process that requires Your Organisation to be responsible for:
	Strategic planning – assessing the needs of the community and available Health Services, and determining priorities based on service analysis and professional and community input;
	b. 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;
	c Clinical expertise – inclusion of clinical mental health experts in the assessment of tenders and associated assessment panels; and
	d. Monitoring and review – assessing the efficiency and effectiveness (including Value for Money) of Health Services, and implementing strategies to address gaps and underperformance.
Contracted Services	means any Health Services that Your Organisation contracts a third party to provide. Contracted Services can be Purchased or Commissioned.
Flexible Funding	means funding provided under the Flexible Funding stream that may be used by Your Organisation to respond to PHN specific priorities identified through health needs assessment and planning and that meet the priorities determined by the Department and identified in the Schedule.
	The total amount of Flexible Funding for each financial year of the Activity Period is set out in Annexure D.
Health Services	means health or medical/ clinical services, and suicide prevention activities.
Needs Assessment	As per item E.5 The Needs Assessment which has been most recently approved in writing by the Department.

Operational Funding	means funding provided to Your Organisation under the headspace Demand Management and Enhancement Program to undertake activities under this entire Schedule, specifically:
	 a. 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;
	 c. conduct processes for commissioning mental health and suicide prevention services and associated contract negotiations; and
	d. stakeholder management and engagement.
	Information on use of funds for operational activities is outlines under Item D $-$ Budget.
PHN Program Performance and Quality Framework	means the framework which outlines the arrangements for monitoring, assessing and managing Primary Health Networks performance.
Traniework	
Stepped Care	is defined as an evidence-based, staged system comprising a hierarchy of interventions, from the least to the most intensive, matched to the individual's needs. Stepped Care is a different and broader concept from 'step up/step down' services. Step up/step down services are clinically supported services that offer short term care to manage the interface between inpatient and community settings.
	interventions, from the least to the most intensive, matched to the individual's needs. Stepped Care is a different and broader concept from 'step up/step down' services. Step up/step down services are clinically supported services that offer short term care to manage the interface between inpatient and community settings.

ANNEXURE C – headspace Demand Management and Enhancement Grant Opportunity Guidelines

Grant Connect 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/

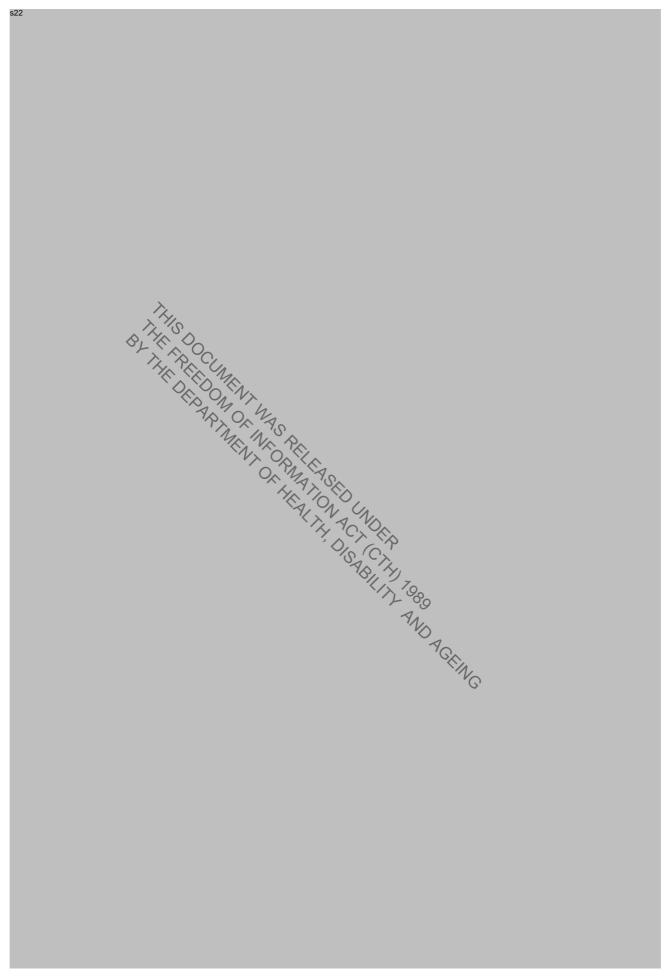
- GO3462 headspace Demand Management and Enhancement Program Grant Opportunity Guidelines
- GO4566 headspace Demand Management and Enhancement Program Grant Opportunity Guidelines (Round 3)
- GO5399 headspace Demand Management and Enhancement Program Grant Opportunity Guidelines (Round 4)
- GO7251 Youth Mental Health headspace Demand Management and Enhancement Program Grant Opportunity Guidelines (Round 5)



ANNEXURE D – Budget – headspace Demand Management and Enhancement Program

Activity B3 headspace Demand Management and Enhancement Program





Activity B3 headspace Demand Management and Enhancement Program – headspace Whyalla:

Financial Year	Funding Amount (GST Exclusive)	GST Amount	Total Amount (GST Inclusive)
2022-2023	s47(1)(b)		
2023-2024			
2024-2025			
headspace Whyalla Total			



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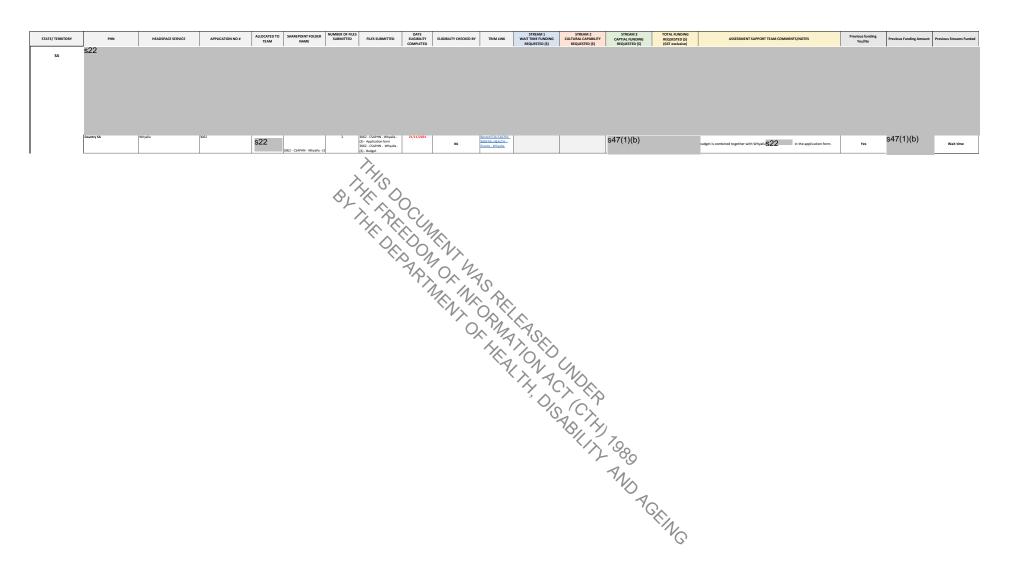
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headspace Services Relocation Report

22nd October 2024 headspace Status Status update Due date Original PHN Service due date

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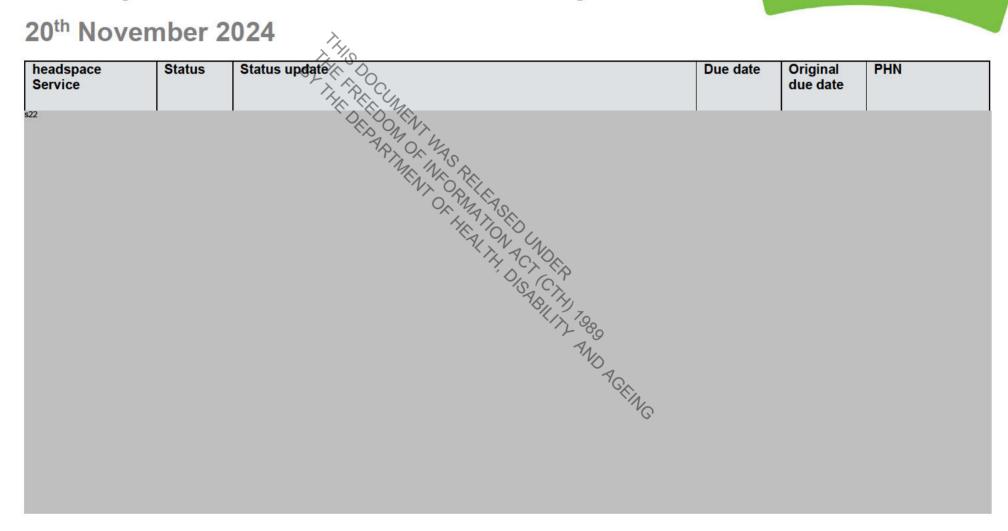
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headspace Services Relocation Report



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(not funded)		PHN.			
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headspace Services Relocation Report

31st March 2025 headspace Status Status update Due date Original PHN Service due date

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headspace Services Relocation Report

24th January 2025 headspace Status Status update Due date Original PHN Service due date s22

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headspace Services Relocation Report

28th February 2025 headspace Status Status update Due date Original PHN Service due date s22

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headspace Services Relocation Report

16th December 2024 headspace Status Status update Due date Original PHN Service due date

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(not funded)		PHN.			



STIFIED COMENT WAS RELEASED UNDER CHAPTON ACTION ACTION AND ACEING

## **Data Validation**

## Status

Complete

In progress and on track

Behind schedule

Not started

On hold

Off Track

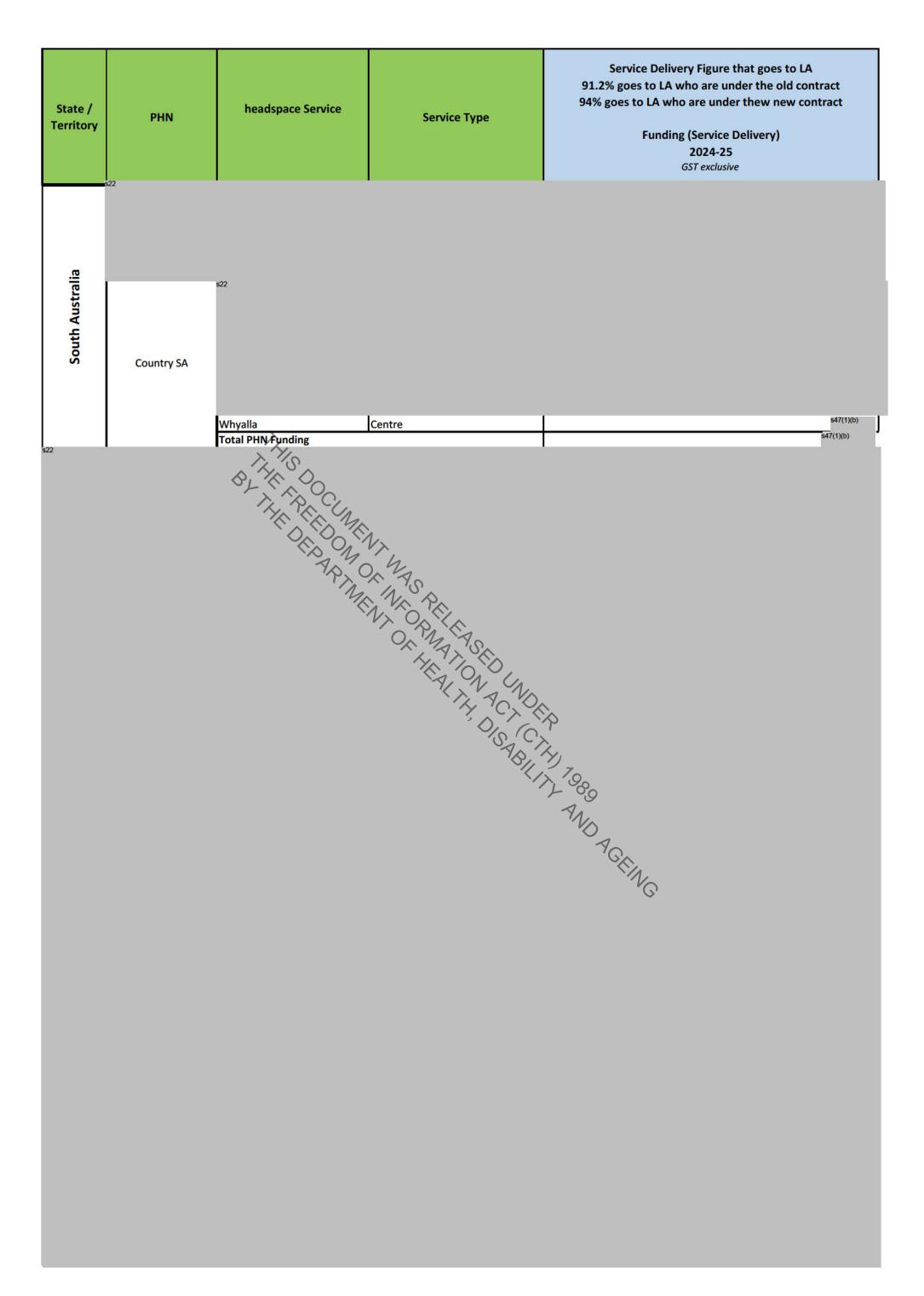
At Risk

Pending Advice



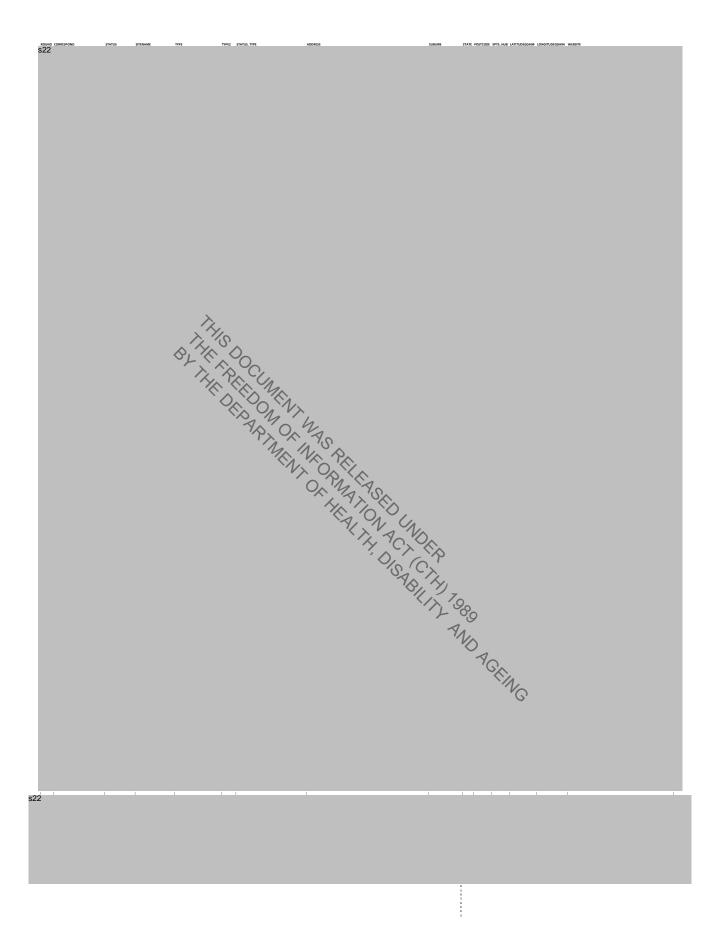
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