SCHEDULE: Primary Health Networks – Urgent Care Clinics Program

Schedule Commencement Date: **1 June 2023**

Schedule Completion Date: **31 December 2026**

Agreement Id: **4-IP0OOL1**

Schedule Id: **4-IP0OOL4**

Item A DEPARTMENT'S PROGRAM INFORMATION

A.1 **Program Name:** **Primary Health Networks – Urgent Care Clinics Program**

A.2 **Program Description and Objectives:**
Primary Health Networks (PHNs) have been established with the key objectives of increasing the efficiency and effectiveness of medical services for patients, particularly those at risk of poor health outcomes, and improving coordination of care to ensure patients receive the right care in the right place at the right time.

Item B YOUR ORGANISATION'S ACTIVITY INFORMATION

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

B.1 **Name of Your Organisation:** HNECC Ltd

B.2 **ABN:** **51 604 341 362**

B.3 **Activity Name:** **PHN Medicare Urgent Care Clinics**

Activity Id: **4-IP0OOL7**

Activity Start Date: 1 June 2023
Activity End Date: 30 June 2026

This Schedule must be read and interpreted in conjunction with the 'Terms and Conditions For Standard Funding Agreement 2015' and Supplementary Conditions at Annexure A of the 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:
This Schedule will support PHNs to establish and deliver Medicare Urgent Care Clinics (Medicare UCCs) in their regions. Medicare UCCs will ease the pressure on hospitals and give Australian families more options to see a healthcare professional when they have an urgent but not life-threatening need for care. All Medicare UCCs will provide free services, be open during extended business hours and accept walk-in patients. This measure delivers on the Australian Government's commitment to strengthen Medicare and make it easier to see a doctor as published in the Plan for a Better Future.

The Commonwealth, in consultation with PHNs and the states and territories, has developed and agreed on measures of success, underpinned by associated data sources which will ensure a shared view of what Medicare UCCs will aim to achieve and guide the approach to evaluation.

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The measures of success for the establishment of Medicare UCCs are as follows:

- Provide timely treatment for urgent non-life-threatening conditions;
- Provide safe and quality treatment to patients;
- Deliver coordinated care for UCC patients;
- Provide a positive experience for the patient/carer;
- Provide a positive experience for the commissioned provider of the UCC, in addition to the partner hospital EDs and local GP practices;
- Reduce pressure on hospital ED presentations at partner hospitals;
- Change consumer behaviour over time to use UCCs where available instead of EDs for urgent non-life-threatening conditions;
- Establish a partnership with PHNs, Healthdirect, jurisdictions and the health ecosystem, to become an effective coordinated care option for people with urgent non-life-threatening conditions; and
- Be cost-effective.

The Commonwealth, in consultation with PHNs and the states and territories, has developed and agreed Operational Guidance for Medicare UCCs (the Guidance) which specifies the minimum standard for activity, infrastructure and staffing of a Medicare UCC, while acknowledging that the specific operating model of clinics will vary across locations and is dependent on local conditions including workforce availability.

The PHNs, in addition to the requirements outlined in this Schedule, will be required to:

- Provide Commonwealth funding to the clinics in line with the allocations as specified at Annexure D – Budget.
- Conduct an Expression of Interest (EOI) and formal competitive grant opportunity to identify, commission and manage contracts with suitable providers in the locations provided by the Commonwealth or direct approach to suitable providers where required.
- Ensure the UCC is able to meet the UCC Design Principles (supplied separately).
- Consult with the Commonwealth prior to any change in agreed Medicare UCC locations or providers.
- Support clinics to understand operational requirements as outlined in the UCC Operational Guidance (Annexure E).
- Support close co-operation between Medicare UCCs, primary care services, local emergency departments and the local health system.
- Work in collaboration with the relevant state government to support the establishment of referral pathways to local emergency departments and other health care providers.
- Support and participate in relevant local and national Medicare UCC governance arrangements and where required, the Commonwealth-led evaluation of Medicare UCCs.
- Undertake relevant local communications activities to increase community awareness and understanding of the availability of services and conditions that are appropriate to be managed within a Medicare UCC.
- Support clinics to understand their compliance responsibilities and provide relevant advice and education where required.
- Ensure the Medicare UCC adheres to the UCC Data Sharing Agreement, UCC Privacy Policy and the UCC Patient Consent Form (supplied separately) and provide clinics with support to complete new data fields where required.
- Notify the Commonwealth of contractual non-compliance, and where relevant to the Medicare UCC's 19(2) Direction, work with the Department of Health and Aged Care as required.
- Provide information to the Commonwealth on critical incidents (defined as incidents where there is likely to be significant public interest, including serious adverse outcomes) within one business day.
- Provide information to the Commonwealth on systematic and ongoing issues with quality and safety within a particular UCC, or any concerns around quality and safety more generally, as soon as possible.
- Provide, in consultation with the relevant Medicare UCC contract manager, Commonwealth funding to the clinics where there is a justifiable need for high-cost specialist equipment and, for example, where the Medicare UCC provider cannot secure

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a separate agreement with a radiology or pathology provider, in line with the allocations as specified at Annexure D – Budget.

- Support the uptake of any required training by Medicare UCC staff and support the delivery of training for Medicare UCCs where appropriate.

Conflict

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

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

Risk management

Your Organisation is required to:

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

Option to extend

The Department may offer to extend the Term of this Agreement for an additional period of up to 12 months. In deciding whether to extend the Department may take into account the performance of Your Organisation.

If the Department wishes to exercise its option to extend, the Department will notify Your Organisation at least two months' prior to the Activity End Date specified in Item B.

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Activity Performance Indicators:

1	Activities have been undertaken in accordance with the Department's advice following receipt of the needs assessment.	100%

Additional Information

Location Information:

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

	Location Type	Subtype	Name	Address
1	Direct Funded	Admin Office	HNECC Ltd	PO Box 2288 DANGAR NSW 2309

Service Area:

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

	Type	Service Area
1	Primary Health Networks Boundaries 2015	Hunter New England and Central Coast

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.

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

C.1 Activity Name: PHN Medicare Urgent Care Clinics

s47G(1)(a)

Bank Account Information:

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

s47G(1)(a)

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Item D BUDGET (see also clause 3.5 [Budget] of the Terms and Conditions)

Your Organisation must submit a Budget for each Grant Activity in the Schedule (in accordance with the allocations at Annexure D), for approval by the Department in accordance with Item E.2. Your Organisation must spend funding in accordance with the grant activity Budget.

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

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.

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E.1 Performance Reports

Primary Health Networks – Medicare Urgent Care Clinics

Twelve Month Reports

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

- progress of implementation of the planned activities set out in in the approved Primary Health Network Medicare Urgent Care Clinics Activity Work Plan;
- whether the Activity has been undertaken in accordance with the approved Primary Health Network Medicare Urgent Care Clinics Activity Work Plan;
- Performance against the Activities, targets, outcomes and priorities set out in Item B.3 of this Schedule;
- an explanation as to how Your Organisation is addressing any issues, problems or delays; and
- an Income and Expenditure Statement against the approved Budget in accordance with E.4 below.

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.

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

E.2 Activity Work Plan

Primary Health Networks – Medicare Urgent Care Clinics

Your Organisation must submit an updated multi-year Activity Work Plan, including a Budget, for the Department's approval. It will be submitted in a format specified by the Department, in accordance with the timetable set out in Item F of this Schedule.

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 that fall outside the provisions in Item D, 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

To be provided per activity as specified below.

Primary Health Networks – Medicare Urgent Care Clinics

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

The Audited Income and Expenditure Statements must:

- follow the template as provided by the Department (or another form agreed with the Department);
- record expenditure for the Activity against the approved Budget; and
- be for the same period as the Performance Report.

Your Organisation must submit the Financial Acquittal Report in accordance with the timetable set out in Item F of this Schedule.

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E.5 Other Reports

Primary Health Networks – Medicare Urgent Care Clinics

Needs Assessment

a. 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).

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

E.6 Final Report

Primary Health Networks – Medicare Urgent Care Clinics

The Final Report is the Twelve Month Performance Report for the period as outlined at Item F. See Item E.1.

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.

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Item F MILESTONES / REPORTING REQUIREMENTS / PAYMENT SCHEDULE

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

Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.1	s22					
F.2						
F.3	Performance Report	Primary Health Networks – Medicare Urgent Care Clinics	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.	30 September 2023	Not applicable	Not applicable
F.4	Financial Acquittal Report	Primary Health Networks – Medicare Urgent Care Clinics	In accordance with Item E.4 Your Organisation must submit an Audited Income and Expenditure Statement and Declaration for the Activity Period 1 July 2022 to 30 June 2023.	30 September 2023	Not applicable	Not applicable
F.5	Other	Primary Health Networks – Medicare Urgent Care Clinics	In accordance with Item E.5 Your Organisation must confirm that your Needs Assessment is current.	15 November 2023	Not applicable	Not applicable
F.6	Activity Work Plan	Primary Health Networks – Medicare Urgent Care Clinics	In accordance with Item E.2 Your Organisation must review their multi-year Activity Work Plan and submit any amendments, and an updated Budget.	30 April 2024	Not applicable	Not applicable
F.7	s22					

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Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.8	Performance Report	Primary Health Networks – Medicare Urgent Care Clinics	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.	30 September 2024	Not applicable	Not applicable
F.9	Financial Acquittal Report	Primary Health Networks – Medicare Urgent Care Clinics	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.	30 September 2024	Not applicable	Not applicable
F.10	s22					
F.11	Performance Report	Primary Health Networks – Medicare Urgent Care Clinics	In accordance with Item E.1 Your Organisation must submit a Twelve Month Performance Report for the Activity Period 1 July 2024 to 30 June 2025.	30 September 2025	Not applicable	Not applicable
F.12	Financial Acquittal Report	Primary Health Networks – Medicare Urgent Care Clinics	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	Not applicable	Not applicable
F.13	Other	Primary Health Networks – Medicare Urgent Care Clinics	In accordance with Item E.5 Your Organisation must confirm that your Needs Assessment is current.	15 November 2025	Not applicable	Not applicable
F.14	Activity Work Plan	Primary Health Networks – Medicare Urgent Care Clinics	In accordance with Item E.2 Your Organisation must review their multi-year Activity Work Plan and submit any amendments, and an updated Budget.	30 April 2026	Not applicable	Not applicable
F.15	Final Performance Report	Primary Health Networks – Medicare Urgent Care Clinics	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	Not applicable	Not applicable

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Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.16	Final Financial Acquittal Report	Primary Health Networks – Medicare Urgent Care Clinics	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	Not applicable	Not applicable

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

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

Primary Health Networks – Medicare Urgent Care Clinics

None specified.

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

Primary Health Networks – Medicare Urgent Care Clinics

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:

Primary Health Networks – Medicare Urgent Care Clinics

None specified.

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

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

Primary Health Networks – Medicare Urgent Care Clinics

None specified

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

Primary Health Networks – Medicare Urgent Care Clinics

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	s47E(c), s47F Program Manager
Phone	(02) 6289 s47E(c), s47F
Email	s47E(d) @health.gov.au
Postal Address	PHN Operations Section, Department of Health MDP 815, GPO Box 9848 CANBERRA CITY ACT 2600

Your Organisation's contact details and address for notices:

Name or Position	s47E(c), s47F Chief Executive Officer
Phone	1300 859 028
Email	s47F @thephn.com.au
Postal Address	PO Box 2288 DANGAR NSW 2309

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

Primary Health Networks – m Medicare Urgent Care Clinics

Supplementary Condition G8.1.1 applies to the Activity.

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ANNEXURE A - Supplementary Conditions

1. Incorporation of Supplementary Conditions

1.1 The parties agree that this Annexure A:

(a) the Supplementary Conditions set out in Annexure A of the Primary Health Networks Core Funding Schedule are incorporated into this Annexure A, excluding Item A11.1.1 General Interpretation covering the order in which the funding agreement documents take priority. The order of priority of the documents forming part of this Agreement shall be the order as specified in clause 11.1.2 of the Department's Standard Terms and Conditions; and

(b) if any amendments are made to those Supplementary Conditions those amendments will automatically be incorporated into this Annexure A without the need for the parties to comply with the procedure in clause 11.1.5 of the Terms and Conditions.

2. General interpretation of Agreement

2.1 Clause 11.1.2 of the Terms and Conditions is replaced with the following clause:

If there is any conflict or inconsistency, the provisions in documents forming part of this Agreement take priority in the following order:

a. the Supplementary Conditions referred to in clause 1 of Annexure A to the Schedule;

b. the Terms and Conditions;

c. the Schedule;

d. the Covering Letter; and

e. any documents incorporated by reference into the above documents.

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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

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A2.1. Activity already commenced

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

A2.2. Activity media events

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

A2.3. Statements made to or via the media

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

A2.4. Disclaimer – websites

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

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

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

A2.5. Disclaimer - Activity Material

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

a. contains health advice; and

b. is published or disseminated to the public; and

c. is produced with the Grant funds or as part of the Activity:

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

Or

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

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

A2.6. Sensitive cultural information

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

A2.7. Reports

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

A2.8. Protection of Personal Information

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

a. If Your Organisation provides a 'health service' (as defined in the Privacy Act 1988 (Cth) (Privacy Act)) to an individual, Your Organisation must:

i. comply with the requirements in the Privacy Act regarding the collection, use and disclosure of the individual's 'health information' or other 'sensitive information' (as those terms are defined in the Privacy Act);

ii. use best endeavours to obtain the written consent of the individual to the transfer of personal information relating to them collected or held by Your Organisation, in connection with that 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

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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).

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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

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decisions represent Value for Money. If Value for Money cannot be demonstrated, Your Organisation may be subject to further audits and action in line with the Agreement.

A.4.3. Co-ordination and co-operation

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

a. facilitating and hosting visits from public officials;

b. supporting PHN programme objectives in relation to delivery of primary health care;

c. supporting dissemination of public announcements including but not limited to public health announcements; and

d. implementing suggestions in relation to best practice in health services delivery.

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

A5. ASSETS

A5.1. Procurements that achieve Value for Money

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

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

a. written quotes; or

b. tenders in response to a public invitation, to provide the Asset from:

c. three or more suitable suppliers; or

d. one or two suitable suppliers, if Your Organisation reasonably determines it is not possible or practicable to obtain tenders or quotes from three or more suitable suppliers and Your Organisation informs the Department within 14 days after making that determination.

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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 PPS Act without the Department's prior written consent; and

g. nothing in this Agreement is to be construed as an agreement to subordinate any security interest of the Commonwealth in favour of any other person.

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

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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 coroner's investigations.

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

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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.

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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 – PHN – grant Opportunity Guidelines;

g. the Covering Letter; and

h. any documents incorporated by reference into the above documents.

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A11.2. Definitions

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

a. replace "$10,000 (GST inclusive)" with "$10,000 (GST exclusive)"; and

b. add a new paragraph d as follows:

d. includes any item transferred from a Medicare Local to your Organisation if at the time of the transfer the value of the item is greater than the amount set out in Item H of the Schedule for the Activity, or, if no amount is set out in that Item H, $10,000 (GST exclusive)

A11.3. Additional information

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

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

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

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

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

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

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

G4. CORPORATE GOVERNANCE

G4.1. Constitution

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

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).

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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.

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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;

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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

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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.

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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.

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ANNEXURE B – Definitions

Defined term	Meaning of defined term
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.
Operational and Flexible Funding Budget	A budget for Operational Funding and Flexible Funding for each financial year of the Activity Period. Clause 3.5 [Budget] of the Terms and Conditions applies to the Operational and Flexible Funds Budget.
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, as per Item 1.5.3 of the PHN Core Funding Program Grant Opportunity Guidelines. This excludes the Commonwealth Homes Support Program (CHSP) Schedule.
Baseline Needs Assessment	The initial analysis of population health needs and services within your PHN Region that will identify key issues and priorities for the PHN, and provide the basis for service planning and purchasing. See also "Needs Assessment" and Item E.5
Clinical Council	An advisory body to the PHN Board that is GP-led, and includes locally based representatives that reflect the key health care service providers of the area. Each Clinical Council will ideally cover a single LHN area, or a sub-region within a larger LHN. The Clinical Council will advise the PHN Board on a range of clinical issues including patient care pathways and service/system improvements. Clinical Councils are expected to communicate and work with interconnected Clinical Councils both within and outside your PHN Region as needed.
Commissioning	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: 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. Procuring Services – Purchasing Health Services in line with the outcomes of strategic planning, the PHN objectives and the identified local and national priorities for the PHN; and c. Monitoring and evaluation – assessing the efficiency and effectiveness (including Value for Money) of Health Services, and implementing strategies to address gaps and underperformance.
Commissioned Services	Health services that have been commissioned by a PHN to meet the health needs of the PHN's population and contribute towards service and system improvement and innovation.
Community Advisory Committee	An advisory body to the PHN Board comprising community representatives that reflect the community profile and key target groups in your PHN Region. The

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Defined term	Meaning of defined term
	Committee is tasked to provide a community perspective to the PHN Board to support patient-centred, cost-effective, and locally relevant outcomes.
Department	The Australian Commonwealth Department of Health, ABN: 83 605 426 759.
Direct Services	Any Health Services that Your Organisation delivers directly to the public.
EOI	The Expression of Interest process that some PHNs will undertake to identify suitable providers to operate a Medicare Urgent Care Clinic in their region.
Flexible Funding Budget	The line items of the approved Operational and Flexible Funding Budget which are designated as being Flexible Funding.
Flexible Funding	Funding to be used by Your Organisation for Commissioned services as outlined in Item B.3.2, to respond to PHN-specific priorities identified through health needs assessment and planning, and national priorities as determined by the Department. The total amount of Flexible Funding for each financial year of the Activity Period is set out in Annexure D.
Grant Opportunity Guidelines	The Primary Health Network Grant Opportunity Guidelines (GOGs) referenced at Annexure C, as varied by the Department as required. The GOGs replace the PHN Guidelines
Local Health Network (LHN)	Local Hospital Network(s) established by states and territories under the National Health Reform Agreements in the context of new hospital governance arrangements. A Local Hospital Network comprises a single or small groups of public hospitals with a geographical or functional connection.
Medicare UCC	The Medicare UCCs are a new model of care to reduce pressure on hospitals, as announced by the Australian Government during the October 2022-23 and May 2023-24 Budget.
Needs Assessment	As per item B3.1.2.1 The Needs Assessment which has been most recently accepted in writing by the Department.
Operational Funding	Funding provided to Your Organisation to undertake activities required under the Schedule. The total amount of Operational Funding for each financial year of the Activity Period is set out in Annexure D.
Operational Budget	The line items of the approved Operational and Flexible Funding Budget which are designated as being Operational Funding.
PHN Program Performance and Quality Framework	The framework which outlines how performance of the Program will be assessed and monitored as provided and updated by the Department from time to time.
PHN Region	Each of the Service Areas listed in Item B under Additional Information.
PHN Program Branding	The branding as notified by the Department in writing.
Purchasing	Any procurement by Your Organisation involving a third party to obtain Health Services within the PHN.

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

Defined term	Meaning of defined term
Services Agreement(s)	Any agreement entered into by Your Organisation with a third party to provide Health Services. Service Agreements include Contracted Services, but do not include any Subcontracts funded under the Operational Funding stream.
Terms and Conditions	The *'Terms and Conditions For Standard Funding Agreement 2015'.*
Value for Money	Value for Money requires: a. encouraging competitive and non-discriminatory procurement/ purchasing processes; b. using resources provided by the Commonwealth in an efficient, effective, economical and ethical manner in line with PHN programme objectives; c. where possible leveraging, but not duplicating, efforts of other private or public sector entities; d. making decisions in an accountable and transparent manner; e. considering and appropriately managing risk; f. managing conflicts of interest; and g. conducting a process that is commensurate with the scale and scope of the procurement. Price is not the sole determining factor in assessing Value for Money. A comparative analysis of relevant financial and non-financial costs and benefits of alternative solutions throughout the procurement will inform a Value for Money assessment. Factors to consider include, but are not limited to: a. fitness for purpose; b. a potential supplier's experience and performance history; c. flexibility, including innovation and adaptability; and d. whole of life costs.

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ANNEXURE C – Primary Health Networks Guidelines

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

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

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

Primary Health Networks - PHN Medicare Urgent Care Clinic GO6260.

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ANNEXURE D – Budget – Urgent Care Clinics Program

Activity Name: PHN Medicare Urgent Care Clinics

Funding Component	Medicare UCC Locations	2022-23 ($)	2023-24 ($)	2024-25 ($)	2025-26 ($)	Total ($) (GST exclusive)
	s22					
Medicare UCC grant funding	Gosford	526,232.00	1,524,437.00	1,524,437.00	1,524,437.00	5,099,543.00
	s22					
s22						

*The Medicare UCC grant funding includes an annual operational funding to support labour (to cover basic staffing to meet expected demand) and non-labour costs (such as supplies and pharmaceuticals). In 2022-23, the Medicare UCC grant funding allocation is inclusive of operational and a one-off upfront payment for clinics to purchase new equipment which may include minor fit-out, medical and other equipment, beds, trolleys, hoists, wheelchairs, office chairs, drug fridges, IV pumps and monitoring systems. Clinics will also be able to access the MBS.

^Please note that specialist funding has been provisioned separately and should be used on an as needs basis to support Medicare UCC providers where there is a justifiable need for high-cost specialist equipment or where the Medicare UCC provider cannot secure a separate agreement with a radiology or pathology provider. The Department may seek to recover this funding where it is not required.

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Signatories to this Agreement

Parties

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

And

HNECC Ltd, ABN 51 604 341 362, of PO Box 2288, DANGAR NSW 2309 (**"Your Organisation"**)

Executed by the Parties on the.....day of .....Year .....**.**

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

This Agreement is deemed to have commenced on execution.

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

s47E(c), s47F [redacted]

(Signature of Departmental Representative) 20/06/2023

s47E(c), s47F [redacted]

(Signature of Witness) 20/06/2023

s47E(c), s47F [redacted]

(Name of Departmental Representative)

s47E(c), s47F [redacted]

(Name of Witness in full)

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Company

Signed, Sealed and Delivered by **HNECC Ltd, ABN 51 604 341 362,** in accordance with its Constitution:

s47F [redacted]

(Signature of Authorised Person) 19/06/2023

(not required as per Board Delegations Policy)

(Signature of other Authorised Person) ..../.../....

s47F [redacted]

(Name of Authorised Person in full)

(Name of other Authorised Person in full)

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

Medicare UCC - Worforce Data Request

medicare Urgent Care Clinic

INSTRUCTIONS: Please review and complete green cells to provide data regarding current workforce for ALL STAFF employed by the Medicare UCC, in roles outlined below. We have assumed 1.0 FTE is equivalent to 38 hours per week. If this differs from the FTE used for rostering by Medicare UCC, please provide details in the comments section .

Peninsula Medicare UCC

Medicare UCC Details		
Commissioner	HNECCPHN	<< select from drop down
Medicare UCC	Peninsula	<< select from drop down
Opening Hours	8:30am - 8:30pm Mon - Fri 8:30am - 6:30pm Sat - Sun	<< this will populate once a Medicare UCC is selected, please overwrite if hours are incorrect
No. of Clinical Areas (Consult / Treatment Rooms)	E.g. 4 standard consult rooms and 1 diagnostic imaging room (x-ray)	<< free text

Peninsula Medicare UCC - Workforce Details

Doctor / Medical Practitioners	Headcount - Number of employees	Full Time Equivalent (FTE) - 1.0 FTE equivalent to 38 hours per week	Details / Commentary
Vocationally Registered GPs	7	2.2	
Prescribed Medical Practitioners			
Other 1 <please specify>			
Other 2 <please specify>			
Other 3 <please specify>			
Total Doctors	**7**	**2.2**	

Nurse Workforce	Headcount - Number of employees	Full Time Equivalent (FTE) - 1.0 FTE equivalent to 38 hours per week	Details / Commentary
Nurse Practitioner			
Registered Nurse	5	2.2	Nursing workforce made up between RN and EENS. RN avaliable onsite at all times
Enrolled Nurse			
Other 1 <please specify>			
Other 2 <please specify>			
Other 3 <please specify>			
Total Nurses	**5**	**2.2**	

Admin Staff Workforce	Headcount - Number of employees	Full Time Equivalent (FTE) - 1.0 FTE equivalent to 38 hours per week	Details / Commentary
Receptionist	7	2.2	
Other 1 <please specify>			
Other 2 <please specify>			
Other 3 <please specify>			
Total Administrative Staff	**7**	**2.2**	

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Other Clinical Workforce	Headcount - Number of employees	Full Time Equivalent (FTE) - 1.0 FTE equivalent to 38 hours per week	Details / Commentary
Aboriginal Health Practitioner			
Aboriginal Health Worker			
Extended Care Paramedic			
Allied Health Professionals			
Physiotherapist			
Mental Health Speciatlis			
Other 1 <please specify>			
Other 2 <please specify>			
Other 3 <please specify>			
Other 4 <please specify>			
Other 5 <please specify>			
Total Other Clinical Workforce	**0**	**0**	

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