

ATTACHMENT A

SCHEDULE OF DOCUMENTS – FOI 2508

Doc No.	Date	Description	Decision on access ¹	Exemption/s applied
1	28.11.19	Email	E	section 22 – part section 47F – part section 47E(d) – part
		Attachment A Grant Guidelines	E	section 47E(d) – full section 47G – full
		Attachment B Assistant Secretary Approval	REI	section 22 – part section 47E(d) – part
2	29.11.19	Email	REI	section 22 – part section 47F – part
3	11.12.19	Email	REI	section 22 – part section 47E(d) – part section 47G – part section 47F – part
		Attachment A Proposed Activity Plan	RE	section 47G – part
4	13.12.19	Email	REI	section 22 – part section 47F – part
5	16.12.19	Email	REI	section 22 – part section 47F – part
6	20.12.19	Email	RI	section 22 – part
		Attachment A Data Template	E	section 47F – part section 47E(d) – full section 47G – part
		Attachment B Drafting Instructions	RE	section 47E(d) – part section 47G – part
		Attachment C Schedule	R	
		Attachment D Variation Request Checklist	REI	section 22 – part section 47E(d) – part section 47F – part section 47G – part
		Attachment E Letter from Assistant Secretary	REI	section 22 – part section 47E(d) – part section 47G – part
		Attachment F Supplementary Terms	R	

¹ E = Exempt, R = Release, RI = Release with irrelevant information removed, RE = Release with exempt information removed, REI = Release with irrelevant and exempt information removed.

7	06.01.20	Email	E	section 22 – part section 47C – full section 47E(d) – full section 47F – part
8	06.01.20	Email	E	section 22 – part section 47C – full section 47E(d) – full section 47F – part
		Attachment A Assessment	E	47E(d) – full 47G – full
9	07.01.20	Email	RI	section 22 – part
10	09.01.20	Email	RI	section 22 – part
		Attachment A Letter from Assistant Secretary	REI	section 22 – part section 47G – part
		Attachment B Variation Request Checklist	REI	section 22 – part section 47E(d) – part section 47F – part section 47G – part
		Attachment C Data Template	E	section 22 – part section 47F – part section 47G – part
		Attachment D Drafting Instructions	RE	section 47E(d) – part section 47G – part
		Attachment E Schedule	R	
		Attachment F Supplementary Terms	R	
		Attachment G Email	REI	section 22 – part section 47F – part
11	13.01.20	Email	REI	section 22 – part section 47G – part section 47F – part
		Attachment A Schedule	R	
12	17.01.20	Email	REI	section 22 – part section 47F – part
		Attachment A Letter to CU	RE	section 47F – part
		Attachment B Standard Agreement	RE	section 47E(d) – part section 47F – part section 47G – part
		Attachment C	R	

		Schedule		
		Attachment D Supplementary Provisions	R	
13	7.02.20	Email	REI	section 22 – part section 47 – part section 47F – part
		Attachment A Email	REI	section 22 – part section 47E(d) – part section 47F – part
14	12.02.20	Email	REI	section 22 – part section 47F – part
		Attachment A	E	section 22 – full (duplicate)
		Attachment B Grant Agreement	RE	section 47E(d) – part section 47F – part section 47G – part
15	13.02.20	Email	REI	section 22 – part section 47F – part
16	25.03.20	Email	REI	section 22 – part section 47F – part
17	27.03.20	Email	REI	section 22 – part section 47F – part section 47G – part
18	01.04.20	Email	REI	section 22 – part section 47F – part
19	24.04.20	Email	E	section 22 – part section 47F – part section 47G – part
20	8.05.20	Email	REI	section 22 – part section 47F – part
		Attachment A Activity Report	REI	section 22 – part section 47F – part section 47E(d) – part section 47G – part
21	11.05.20	Email	REI	section 22 – part section 47F – part section 47G – part
22	11.05.20	Email	REI	section 22 – part section 47F – part
23	11.05.20	Email	REI	section 22 – part section 47F – part
24	12.05.20	Email	REI	section 22 – part section 47F – part
25	12.05.20	Email	REI	section 22 – part section 47F – part
26	12.05.20	Email	REI	section 22 – part

				section 47F – part
27	13.08.20	Email	E	section 22 – part section 47F – part section 47G – part
		Attachment A Activity Work Plan Report	E	section 22 – part section 47 – part section 47F – part section 47G – part
28	18.09.20	Email	REI	section 22 – part section 47F – part
29	07.07.21	Email	REI	section 22 – part section 47F – part
		Attachment A Activity Work Plan Report	E	section 22 – part section 47 – part section 47F – part section 47G – part
30	14.7.21	Email	REI	section 22 – part section 47F – part
		Attachment A Letter to Department of Social Services	REI	section 22 – part section 47F – part section 47G – part
31	04.04.19	Email	RI	section 22 – part
		Attachment A Draft Media Release	R	
32	01.04.19	Email	REI	section 22 – part section 47F – part
33	26.03.19	Email	REI	section 22 – part section 47F – part
		Attachment A Table of Proposals	REI	section 22 – part section 47G – part
34	22.03.19	Email	REI	section 22 – part section 47F – part
		Attachment A Table of Proposals	REI	section 22 – part section 47G – part
35	21.03.19	Email	REI	section 22 – part section 47G – part
		Attachment A Table of Proposals	REI	section 22 – part section 47G – part
36	21.03.19	Email	RI	section 22 – part
		Attachment A Table of Proposals	E	section 22 – full (duplicate)
37	19.3.19	Email	REI	section 22 – part section 47F – part

38	13.02.19	Email	REI	section 22 – part section 47F – part
		Attachment A Standing Strong Program	E	section 47G – full
		Attachment B Pilbara Capacity Building Program	E	section 47G – full
39	3.11.20	Email	E	section 22 – part section 47E(d) – part section 47 – part section 47F – part
40	8.10.19	Email	REI	section 22 – part section 47F – part
41	29.10.19	Email	REI	section 22 – part section 47G – part section 47F – part
42	6.11.19	Grant Document – Proposal Assessment Report	R	
43	18.09.20	Activity Work Plan Report	E	section 22 – part section 47 – part section 47F – part section 47G – part
44	27.03.21	Ministerial Submission – MS19-000613	REI	section 22 – part section 47G – part

To: Paul Cutting
A/g Assistant Secretary
Suicide Prevention and Mental Health Policy
Branch
Mental Health Division

SUBJECT: Grant to Mentally Healthy WA – Pilbara Capacity Building Program

Purpose

For you to:

1. APPROVE the ad hoc Grant Opportunity Guidelines (Guidelines) for the Mentally Healthy WA Pilbara Capacity Building Program; and

s 47E(d)

Timing

Your approval is required as soon as practicable to commit the relevant funds in the 2019-20 financial year.

Issues

On 29 March 2019, the Hon Ken Wyatt MP, the former Minister for Indigenous Health, approved funding of \$1,700,000 (GST excl) from 2019-20 to 2021-22 to Mentally Healthy WA to activate the Act-Belong-Commit-Campaign to engage people living in regional and remote areas across Australia.

s 47E(d)

Recommendation

That you:

1. APPROVE the ad hoc Grant Opportunity Guidelines (Guidelines) for the Mentally Healthy WA Pilbara Capacity Building Program;

s 47E(d)

APPROVE NOT
APPROVE/PLEASE DISCUSS

s 22

Paul Cutting
A/g Assistant Secretary
Suicide Prevention and Mental Health Policy Branch
27 November 2019

Attachment:

Attachment A: Grant Opportunity Guidelines

Contact officer: s 22
Phone:
TRIM ref: s 47E(d)

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

From: s 47F
To: s 22
Cc: s 22
Subject: Re: Request for Act-Belong-Commit ABN [SEC=UNOFFICIAL]
Date: Friday, 29 November 2019 5:14:21 PM

Wonderful, this has made our week!!

Have a great weekend,

Kind Regards

s 47F

From: s 22
Sent: Friday, 29 November 2019 11:14 AM
To: s 47F
Cc: s 22
Subject: RE: Request for Act-Belong-Commit ABN [SEC=UNOFFICIAL]
s 47F

Great timing! We are about to send you some documentation on the next step. You should get these later today. If you have any questions please give me or s 22 a call.

Regards

s 22

From: s 47F
Sent: Friday, 29 November 2019 1:10 PM
To: s 22
Subject: RE: Request for Act-Belong-Commit ABN [SEC=UNOFFICIAL]
Hi s 22

Hope all is well.

I wanted to follow up on the below communication and ask if any further information is required from us, or there has been any further progress?

Kind Regards

s 47F

From: s 22
Sent: Tuesday, 3 September 2019 1:46 PM
To: s 47F
Subject: RE: Request for Act-Belong-Commit ABN [SEC=UNOFFICIAL]
Perfect. Thx s 47F I'll be in touch.

Regards

s 22

Sent with BlackBerry Work (www.blackberry.com)

From: s 47F
Sent: 3 Sep 2019 3:32 PM
To: s 22
Subject: RE: Request for Act-Belong-Commit ABN [SEC=UNOFFICIAL]

Hi s 22

Lovely to speak with you today, we are excited!

Please see details as requested below.

To clarify, Mentally Healthy WA sits within the School of Public Health at Curtin University. Please note s 47F is also my direct line manager.

ORGANISATION'S DETAILS

Organisation Name (Legal name): Curtin University of Technology

School Name: School of Public Health

Institute Name: Mentally Healthy WA (Act-Belong-Commit)

Australian Business Number (ABN) 99 143 842 569

Address for correspondence: Office of Research and Development, Curtin University, GPO Box U1987, Perth, WA, 6845

s 47F **Website:** <https://www.actbelongcommit.org.au/>

s 47F

If you require any further information or assistance, please do not hesitate to contact me.

Kind Regards

s 47F

From: s 47F

Sent: Monday, 2 September 2019 1:16 PM

To: s 22

Subject: RE: Request for Act-Belong-Commit ABN [SEC=UNOFFICIAL]

Sorry, sent that far too quickly.

I can/will call you, but please let me know if you'd rather call me.

From: s 47F

Sent: Monday, 2 September 2019 1:15 PM

To: s 22

Subject: RE: Request for Act-Belong-Commit ABN [SEC=UNOFFICIAL]

Perfect!

From: s 22

Sent: Monday, 2 September 2019 1:14 PM

To: s 47F

Subject: RE: Request for Act-Belong-Commit ABN [SEC=UNOFFICIAL]

s 47F

I'm free in one hour if that suits

s 22

From: s 47F

Sent: Monday, 2 September 2019 2:10 PM

To: s 22

Subject: RE: Request for Act-Belong-Commit ABN [SEC=UNOFFICIAL]

Hi s 22

Thanks for getting back to me, and no need to apologise.

Ah, this makes complete sense now!

I have the context and can speak with you over the phone.

Are you free this afternoon? Alternatively I can discuss tomorrow after 1.30pm WST or Thursday before 12pm WST if more convenient.

Kind Regards

s 47F

From: s 22

Sent: Monday, 2 September 2019 12:01 PM

To: s 47F

Subject: RE: Request for Act-Belong-Commit ABN [SEC=UNOFFICIAL]

Hi s 47F

Apologies for getting back to you so late, s 47F .

The department has received advice from Minister Ken Wyatt concerning funding for the Act-Belong-Commit program in the Pilbara. This information was passed to the department a few months ago. The information did not come through established funding program and unfortunately we do not have any contact information. The material we do have is a some detail on the Pilbara Capacity Building Program and the involvement of Mentally Health WA. It might be worth talking over the phone to find out how this may have been developed.

Regards

s 22

From: s 47F

Sent: Friday, 23 August 2019 11:25 AM

To: s 22

Subject: Request for Act-Belong-Commit ABN [SEC=No Protective Marking]

Importance: High

Dear s 22

Hope you are well.

I received your details from my colleague s 47F , whom you spoke with on the phone yesterday.

I rang earlier today and spoke with your colleague, and we agreed it would be best to communicate via email in the first instance.

I am the s 47F for Mentally Healthy WA, and its flagship program Act-Belong-Commit. Unfortunately, I have not been informed of any funding application related to suicide prevention unit at the federal level.

This may sound rather odd, and it is unfortunate, however I write to ask if you could please provide some more detail regarding the application so that we have context with the requirements of the application?

I am in the office most of today, if you prefer to chat on the phone – my details are in the email signature below.

Kind Regards

s 47F

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THE FREEDOM OF INFORMATION ACT (FOIA)
BY THE DEPARTMENT OF HEALTH & HUMAN SERVICES

From: s 22
To: s 47F
Cc: s 47F
Subject: RE: Mentally Healthy WA Grant information [SEC=OFFICIAL]
Date: Wednesday, 11 December 2019 12:07:00 PM
Attachments: [image001.png](#)
[Mentally Healthy WA - Proposed Activities outcomes deliverables submitted v2.0.docx](#)

Good afternoon s 47F

Thank you for your response.

Please find attached an amended version of the document for your review please. I have added a few more details and reporting requirements in yellow (I note that there were a few inconsistencies/information missing in the last copy – my sincere apologies!).

Regarding your queries:

- s 47E(d), s 47G ; and
 - Have extended the activity end date to 30 December 2022
- s 47E(d), s 47G

Additionally, there are a couple of final reports due in 2022-23 which will need to incorporate any funded activities.

Feel free to get in contact should you have any questions.

Kind regards,

s 22

Suicide Prevention Section

Mental Health Division | Health Systems Policy & Primary Care Group

s 22

PO Box 9848, Canberra AC I 2601, Australia

The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures; and to elders both past and present.

From: s 47F

Sent: Tuesday, 10 December 2019 7:54 PM

To: s 22

Cc: s 47F

Subject: RE: Mentally Healthy WA Grant information [SEC=OFFICIAL]

Hi s 22

I hope you're well?

We have reviewed the proposed activities, outcomes and deliverables and made a few changes, attached.

A couple queries that we had were:

- Could we please can extend the activity end date to 31 December 2022 in line with our other funding agreements?
- Proposed performance indicators for s 47G has been struck out due to us not being able to obtain access to that data.
- s 47E(d), s 47G

Please do not hesitate to contact me if you have any queries.

Kind regards

s 47F

s 47F

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From: s 22

Sent: Thursday, 5 December 2019 2:00 PM

To: s 47F

Subject: RE: Mentally Healthy WA Grant information [SEC=OFFICIAL]

Thanks s 47F for sending through that information.

Would your team also be able to please review the attached document? This was in the pack I sent to s 47F and will prove very handy in speeding the process up; essentially its purpose is to allow mutual understanding of the grant activities/deliverables.

Kind regards,

s 22

Suicide Prevention Section

Mental Health Division | Health Systems Policy & Primary Care Group
Suicide Prevention & Mental Health Policy Branch
s 22

PO Box 9848, Canberra ACT 2601, Australia

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From: s 4

Sent: Thursday, 5 December 2019 3:00 PM

To: s 22

Subject: RE: Mentally Healthy WA Grant information [SEC=OFFICIAL]

Thanks so much s 22, this is exactly what I was looking for.

I have attached the documents requested and filled out the details in the Grantee Details template.

s 47F

If you require any further information, please do not hesitate to contact me.

Kind regards

s 47F

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From: s 22

Sent: Thursday, 5 December 2019 11:46 AM

To: s 47F

Subject: RE: Mentally Healthy WA Grant information [SEC=OFFICIAL]

Good afternoon s 47F

Thank you for your time on the phone earlier.

s 47E(d)

s 47E(d)

s 47G

below.

Hopefully this helps – feel free to contact me should you have any issues.

Kind regards,

s 22

Suicide Prevention Section

Mental Health Division | Health Systems Policy & Primary Care Group

s 22

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s 22, Duplicate

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BY THE DEPARTMENT OF HEALTH

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

Proposed Activity Plan – Mentally Healthy WA - Phase II of Pilbara Capacity Building and Standing Strong Together Programs

The purpose of this document is to allow negotiation and mutual understand of the high level project activities and is not a formal offer or Agreement. This will not be binding on the organisation or the Commonwealth, and no legal obligations shall arise unless and until the Commonwealth executes the Agreement and returns a signed copy to you.

Activity start date: On execution of Funding Agreement

Activity end date: 30 December 2022

Grant purpose: To support Mentally Healthy WA to deliver community capacity programs across the Pilbara region.

Activity: To deliver Phase II of the Act-Belong-Commit Pilbara Capacity Building and Standing Strong Together Programs, which aim to strengthen resilience, increase wellbeing, contribute to suicide prevention and prevent the onset of mental health issues in indigenous communities, and the general community in the Pilbara region of Western Australia.

The Standing Strong Together model emphasises the importance of Social and Emotional Wellbeing (SEWB) on interactions with family, involvement in community activities and connections to Country and culture. Proposed program activities will build the capacity of communities to support and strengthen individual resilience, and increase openness to talk about mental health in a positive and culturally appropriate way. This will in turn include activities to prevent suicide and provide support to those bereaved by suicide.

The Pilbara Capacity Building program will include preventative mental health promotion and community development activities in the Pilbara region, targeting the general population. The program uses place-based and asset-based approaches to build the capacity of communities to support and strengthen individual resilience; reduce stigma surrounding mental illness and encourage more activities that improve mental health and wellbeing.

Activity Details:

s 47G

Payment / reporting schedule:

Milestone and Reports	Description	Due Date	Payment Amount (GST Excl)	GST	Total (GST Incl.)
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2019/20

s 47G

2020/21

s 47G

Milestone and Reports	Description	Due Date	Payment Amount (GST Excl)	GST	Total (GST Incl.)
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2021/22

s 47G

s 47G

Total Amount			\$1,700,000	\$170,000	\$1,870,000
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THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

From: s 47F
To: s 22
Subject: RE: Website link [SEC=OFFICIAL]
Date: Friday, 13 December 2019 10:53:31 AM
Attachments: [image001.png](#)

Thank you s 22 , this information is helpful.
I will forward this onto our research department.
Kind regards
s 47F

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Youtube www.youtube.com/ActBelongCommit

From: s 22
Sent: Friday, 13 December 2019 6:14 AM
To: s 47F
Subject: RE: Website link [SEC=OFFICIAL]

Good morning s 47F

Regarding your email below, I have relayed the request to our Community Grants Hub, who will be able to provide the necessary information.

By way of background: the Suicide Prevention branch within the Department of Health manages select grants that specifically fall under suicide prevention-related activities and priorities of the Department.

Although we are involved in the process, we play more of a facilitating role with the Community Grants Hub, which is managed by the Department of Social Services.

The [Community Grants Hub](#), in the Department of Social Services, provides a shared-services arrangement to deliver grant administration services on behalf of Australian Government client agencies, including Health. Client agencies retain their responsibility for grant policy and the development of grant programs, while the Hub is responsible for administering grant programs at the direction of policy owners and consistent with the requirements of the *Commonwealth Grants Rules and Guidelines 2017*.

I will endeavour to get the appropriate information back to you on this as soon as I hear back from the hub.

Kind regards,

s 22

Suicide Prevention Section

Mental Health Division | Health Systems Policy & Primary Care Group
Suicide Prevention & Mental Health Policy Branch

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PO Box 9848, Canberra ACT 2601, Australia

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From: s 47F
Sent: Thursday, 12 December 2019 3:45 PM
To: s 22
Subject: Website link [SEC=No Protective Marking]
Hi s 22

I was wondering if you could point me in the right direction?

Our research department is trying to find the Federal Government (Department of Health Suicide Prevention Division) but cannot seem to locate it on the web. They would like to look up the policies, research programs and appropriate grant agreements with T & Cs in regard to the allowed use of the awarded funds from this Department. Is there a website you could please provide a link to??

Thanks

s 47F

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From: s 47F
To: s 22
Subject: RE: Activities/deliverables document [SEC=OFFICIAL]
Date: Monday, 16 December 2019 4:03:06 PM
Attachments: [image001.png](#)

That's great, thanks s 22
Kind regards

s 47F

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From: s 22

Sent: Monday, 16 December 2019 12:57 PM

To: s 47F

Subject: RE: Activities/deliverables document [SEC=OFFICIAL]

Hi s 47F

Thank you for sending that through.

Just notifying you that I have accepted the changes to the document and have progressed the necessary paperwork to the Grants Hub for next steps.

Thank you – I hope you & the team have a safe and happy holiday!

Kind regards,

s 22

Suicide Prevention Section

Mental Health Division | Health Systems Policy & Primary Care Group
Suicide Prevention & Mental Health Policy Branch

s 22

PO Box 9848, Canberra ACT 2601, Australia

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From: s 47F

Sent: Monday, 16 December 2019 3:27 PM

To: s 22

Cc: s 47F

Subject: RE: Activities/deliverables document [SEC=OFFICIAL]

Hi s 22

Thank you for clarifying my queries on the phone. Please find attached the document with tracked edits as discussed.

Please do not hesitate to contact me if you have any further queries.

Wishing you a Merry Christmas and a Happy New Year.

Kind regards

s 47F

s 47F

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Youtube www.youtube.com/ActBelongCommit

From: s 22

Sent: Monday, 16 December 2019 9:22 AM

To: s 47F

Subject: RE: Activities/deliverables document [SEC=OFFICIAL]

Good morning s 47F

The Department is working with the Community Grants Hub to develop a grant agreement, which will contain the information detailed in your request below (T&Cs, etc). This agreement will be distributed to your organisation for review shortly, following the completion of a number of internal processes on our end.

In order to progress the development of the agreement, could you please check the attached activities & deliverables document? This is an amended version I sent through last week, containing a few more details and reporting requirements in yellow. Following your review, I will make any additional amendments and progress to the hub.

Please note that this document is to allow negotiation and mutual understand of the high level activities, and is not a formal offer or agreement. This document will feed into the eventual agreement, which will be distributed to your team for review.

Feel free to get in contact should you have any questions.

Kind regards,

s 22

s 22

Suicide Prevention Section

Mental Health Division | Health Systems Policy & Primary Care Group
Suicide Prevention & Mental Health Policy Branch

s 22

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BY THE DEPARTMENT OF HEALTH

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BY THE DEPARTMENT OF HEALTH

From: s 22
To: s 22 s 22
Cc: s 22
Subject: RE: New Grant: Mentally Healthy WA - MHD 3 [SEC=OFFICIAL]
Date: Friday, 20 December 2019 3:14:48 PM
Attachments: [image001.png](#)
[Mentally Healthy WA - New Grant Agreement - Data Template.XLSM](#)
[Mentally Healthy WA - New Grant Agreement - Item Text Template.docx](#)
[Mentally Healthy WA - New Grant Agreement - Standard Terms and Conditions Template.docx](#)
[Mentally Healthy WA - Signed Grant Agreement and Grant Variation Checklist.pdf](#)
[Signed Commitment Approval.pdf](#)
[Mentally Healthy WA - New Grant Agreement - Supplementary Terms.docx](#)

Hi s 22

I have reviewed the attached documents and provide comments as follows:

New Grant Agreement Item Text Template

- Review and make changes as necessary in relation to comments I have provided in the item text template

Data Sheet

- All red highlighted cells require policy to add information
- Aqua highlighted cells are for Hub to add required information
- Yellow highlighted sections contain GPS data or restored format functions provided by PPD Grant Support

Please contact us again should you require further clarification.

Regards

s 22

PPD Grant Support

Health Grants and Network Division | Corporate Operations Group
Streamlining Grants Branch
Australian Government Department of Health

s 22

GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s 22

Sent: Tuesday, 17 December 2019 3:28 PM

To: s 22

Cc: s 22

Subject: New Grant: Mentally Healthy WA - MHD 3 [SEC=OFFICIAL]

Good afternoon

Please find attached a completed grant pack for *MHD-3: Mentally Healthy WA*

The following documentation has been included to assist in the preparation.

- Signed Grant Checklist
- Signed commitment approval
- Funding Agreement item text
- Funding Agreement Terms and Conditions
- New Agreement Data Template
- Approved Grant Opportunity Guidelines
- Org ID email request

Due to receiving pressure from the organisation, we request that this grant receives prioritisation to be completed by the end of this week.

Please let me know if you need anything further.

Kind regards,

s 22

Suicide Prevention Section

Mental Health Division | Health Systems Policy & Primary Care Group

s 22

The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures; and to elders both past and present.

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THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

Drafting Instructions

New Grant Agreement – Item Text Template – November 2019 Version

Contact [HGN Support and Analysis Team](#) for assistance completing this template.

Replace all sections highlighted in **Green**. Items in **Blue** will be drawn from the [New Grant Agreement - Data Template](#). All other sections are hard-coded and cannot be changed.

Using FOFMS to create this Agreement:

FOFMS Fields are in black text on a blue background. All such fields will be drawn from the system, and as such are generally inflexible. To facilitate data entry all such fields should all be specified in the [New Grant Agreement – Data Template](#) which will be part of your handover documentation to the Grants Hub.

FOFMS Item text is in black text on a green background. These are items that must be specified by the policy Division and which there is flexibility in construction. Some of this item text relates to terms and Conditions relevant to your programme. Item text should be consistent across a single programme.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT (FOIA) 2 (CTH)

Commonwealth Standard Grant Agreement

between
the Commonwealth represented by

Commonwealth entity

and

[Program Schedule Organisation Legal
Name]

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THE FREEDOM OF INFORMATION ACT 1982 (FOI)
BY THE DEPARTMENT OF HEALTH

Grant Agreement [Agreement Id]

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	[Program Schedule Organisation Legal Name]
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	[Program Schedule Organisation Party Type]
Trading or business name	[Program Schedule Organisation Trading Name]
Any relevant licence, registration or provider number	Print blank
Australian Company Number (ACN) or other entity identifiers	Print blank
Australian Business Number (ABN)	[Program Schedule Organisation ABN]
Registered for Goods and Services Tax (GST)	Print blank
Date from which GST registration was effective	Print blank
Registered office (physical)	[Program Schedule Organisation Physical Address]
Relevant business place (if different)	Print blank
Telephone	[Program Schedule Legal Organisation Phone Number]
Fax	[Program Schedule Legal Organisation Fax Number]
Email	[Program Schedule Organisation General Email]

The Commonwealth

The Commonwealth of Australia represented by [full entity name]

[physical address]

ABN [insert entity ABN]

Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire Agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, Agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

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BY THE DEPARTMENT OF HEALTH

Grant Details

Organisation ID:	[Program Schedule Organisation ID]
Agreement ID:	[Agreement ID]
Schedule ID:	[Program Schedule ID]

A. Purpose of the Grant

The purpose of the Grant is to support Mentally Healthy WA to deliver community capacity programs across the Pilbara region. Mentally Healthy WA will expand activities through reactivating the Act-Belong-Commit campaign, which aims to strengthen the resilience, increase wellbeing, contribute to suicide prevention and lessen the impact of mental health issues in indigenous communities in Western Australia.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the [PS Formal External Name] program.

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BY THE DEPARTMENT OF HEALTH

[Activity Title – Activity ID]

B. Activity

Reactivation and delivery of the campaign will encourage Pilbara communities to take part in protecting and promoting their own mental wellbeing and encourage organisations that provide mentally healthy activities to promote participation in those activities.

The activity proposed under the campaign includes resuming the Standing Strong Together program. The Standing Strong Together model emphasises the dependency of Social and Emotional Wellbeing on interactions with family, involvement in community activities and connections to Country and culture. Proposed program activities will build the capacity of communities to support and strengthen individual resilience, reduce stigma surrounding mental illness and encourage activities that improve mental health.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
[Activity PI Summary]	[Activity PI Target]

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	[Activity Location Type/Subtype]	[Organisation/Venue Name]	[Organisation/Venue Address]

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.	[Service Area Type]	[Service Area Value]

C. Duration of the Grant

The Activity starts on [Activity Start Date].

The Activity (other than the provision of any final reports) ends on [Activity End Date], which is the Activity's Completion Date.

The Agreement ends on [PS Completion Date] or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

D. Payment of the Grant

The total amount of the Grant is [Overall Agreement Value for all financial years]* (GST exclusive).

A break down by Financial Year is below:

Financial Year	Amount * (excl. GST)
----------------	----------------------

[Activity Financial Year]	[Overall Agreement Value]
[Activity Financial Year]	[Overall Agreement Value]

*This amount may include Social, Community, Home Care and Disability Services Industry Award 2010 Supplementation (SACS).

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the grant is to be paid is:

BSB Number	[Activity Bank Account BSB Number]
Financial Institution	[Activity Bank Account Financial Institution]
Account Number	[Activity Bank Account]
Account Name	[Activity Bank Account Name]

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
------------------	-------------------------	-------------------------------	------------	------------------------------

s 47G

Total Amount	\$1,700,000	\$170,000	\$1,870,000
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Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

Taxes, duties and government charges

Refer to Clause 9. Taxes, duties and government charges.

s 47E(d), s 47G

s 47E(d), s 47G

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BY THE DEPARTMENT OF HEALTH

E.1 Performance Reports

The Grantee must provide Performance Reports for the Commonwealth's approval in accordance with the Grant Activity Schedule set out in Item B and the timetable specified in Item E. The Performance Report must contain information on progress against activities including:

- whether Activities have been undertaken in accordance with the approved Activity Work Plan;
- performance against the Activity Performance Indicators set out in Item B;
- any challenges and the strategies used to address these challenges; and
- an income and expenditure statement against the approved budget in accordance with Item E.4 below.

The Grantee must submit the Performance Reports in the template specified by the Commonwealth (or another form agreed with the Commonwealth).

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

E.2 Activity Work Plan

The Grantee must provide an Activity Work Plan in a format specified by the Commonwealth in accordance with the timetable specified in Item E. The Activity Work Plan must:

- identify key planned activities for the relevant Activity Period including timeframes and Performance Indicators as described in Item B;
- follow the templates as provided by the Commonwealth;
- include a projected Budget for the grant funds identified in Item D and for the period specified in Item E; and
- include a Risk Management Plan which identifies risks that could adversely affect the achievement of the Activity's objectives and detail mitigation strategies to address these.

The Commonwealth may require amendments to the Activity Work Plan before it is approved. Once an Activity Work Plan has been approved by the Commonwealth, the Grantee is required to perform the Activity in accordance with this Agreement, including the Activity Work Plan.

E.3 Annual Report

None specified.

E.4 Accounting for the Grant

The Performance Report must include an unaudited income and expenditure statement.

The statements must:

- record expenditure for the Activity against the approved budget; and
- be for the same period as the Performance Report.

The Grantee must provide a Financial Declaration in the template specified by the Commonwealth as required in item D.

E.5 Other Reports

Final Report

The Grantee must provide a Final Report against the activities and Activity Performance Indicators for the Commonwealth's approval by the date specified in Item E. The Final Report must include:

- a description of actual performance against the Activity in Item B;
- performance and outcomes against the Performance Indicators in Item B;

- an overview of the project, including key achievements, the outcome of any collaboration and any challenges and the strategies used to address these; and

Organisation ID:	[PS Org ID]
Agreement ID:	[PS Agreement ID]

- an unaudited income and expenditure statement, which must:
 - record expenditure for the Activity against the approved budget; and
 - be for the same period as the Final Report.

The Final Report must meet the Commonwealth's satisfaction before the Milestone will be considered met.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	[Activity Primary Contact Title Name]
Position	[Activity Primary Contact Position Title]
Postal/physical address(es)	[Activity Primary Contact Postal Address]
Business hours telephone	[Activity Contact Phone Telephone Number]
Mobile	<i>Print Blank</i>
Fax	<i>Print Blank</i>
E-mail	[Activity Primary Contact Email]

Commonwealth representative and address

Name of representative	[Activity Manager Name]
Position	[Activity Manager Job Title]
Postal/physical address(es)	[Activity Managing Office Address (from LOV High Value)]
Business hours telephone	[Activity Manager Work Phone]
Mobile	[Activity Manager Phone Mobile Number]
Fax	[Activity Manager Fax Mobile Number]
E-mail	[Activity Manager Email]

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

G. Activity Material

Activity Material means any material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.

None specified.

Signatories

Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through [Commonwealth entity], ABN [ABN] in the presence of:

(Name of Departmental Representative)

(Signature of Departmental Representative)

....../....../.....

(Position of Departmental Representative)

(Name of Witness in full)

(Signature of Witness)

....../....../.....

Signed for and on behalf of [Program Schedule Organisation Legal Name], ABN [Program Schedule Organisation ABN] in accordance with its rules, and who warrants that he/she is authorised to sign this Agreement:

(Name and position held by Signatory)

(Signature)

....../....../.....

(Name and position held by second Signatory/Name of Witness)

(Signature of second Signatory/Witness)

....../....../.....

Notes about the signature block

- If you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents. Where a Common Seal is used this must be attested by two authorised signatories.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required.
- If you are an **individual**, you must sign in the presence of a witness.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1992 (CTH)
BY THE DEPARTMENT OF HEALTH

Schedule 1: Commonwealth Standard Grant Conditions

1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

2.5 The Grantee agrees to hold the Grant in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia.

3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

5. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within one month after the Activity's Completion Date **[and at least every 12 months during the term of the Activity]**, the Grantee agrees to provide **[a] financial statement[s]** signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

10.3 A statement under clause 10.2 must include an income and expenditure statement in relation to the Grant and the Activity for each financial year of the Agreement.

11. Repayment

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
 - (b) is additional to the requirements of the Activity;
- then the Commonwealth may by written notice:
- (c) require the Grantee to repay that amount to the Commonwealth;
 - (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
 - (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

- (a) the Grantee must do so within the time period specified in the notice;
- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records that:

- (a) detail and document the conduct and management of the Activity;
- (b) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable;
- (c) enable all receipts and payments related to the Activity to be identified and reported.

12.2 The Grantee agrees to keep the records for five years after the Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

13. Reporting, liaison and review

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements, in relation to the Activity and any Commonwealth review or evaluation of it.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

13.4 If, at any time, a Party reasonably believes that the Activity is unlikely to fully meet the purpose of the Grant, or there are Activity risks that need to be addressed, that Party may provide written notice to the other Party setting out its reasons for that belief and proposing steps that could be taken to better achieve that purpose or address those risks. The Parties agree to work co-operatively to:

- (a) consider, and negotiate in good faith, any change proposed under this clause 13.4; and
- (b) implement any such change that is agreed by the Parties by executing a variation to this Agreement under clause 8.1.

13.5 Except to the extent the Parties agree a variation under clause 8.1, clause 13.4 does not limit any of a Party's other rights under this Agreement.

13.6 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause;
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

16.1 The Grantee agrees to **effect and** maintain for as long as any obligations remain in connection with this Agreement:

- (a) workers compensation insurance as required by law;
- (b) adequate and appropriate public liability insurance; and
- (c) insurance against any loss or damage to an asset for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants; and
- (d) any other additional insurance specified in the Grant Details.

16.2 The Grantee agrees to provide proof of insurance to the Commonwealth upon request and within the time specified in the request.

17. Intellectual property

17.1 The Grantee owns the Intellectual Property Rights in Material created by the Grantee as a result of undertaking the Activity.

17.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.3 The licence in clause 17.2 does not apply to Activity Material.

17.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

19.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this

Agreement that requires investigation;

- (d) the Commonwealth may by written notice:
- (e) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or
- (f) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or
- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that reduction or cancellation; and
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

21. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant)
- clause 11 (Repayment);
- clause 12 (Record keeping)
- clause 13 (Reporting)
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- any applicable provisions included from the clause bank; and
- Any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

In this Agreement, unless the contrary appears:

- Activity means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- Activity Material means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- Agreement means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- Australian Privacy Principle has the same meaning as in the *Privacy Act 1988*.
- Change in the Control means any change in any person(s) who directly exercise effective control over the Grantee.
- Commonwealth means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- Commonwealth Standard Grant Conditions means this document.
- Commonwealth Purposes includes the following:
 - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
 - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement;
 - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;but in all cases:
 - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- Completion Date means the date or event specified in the Grant Details.
- Existing Material means Material developed independently of this Agreement.
- Grant means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money.
- Grantee means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- Grant Details means the document titled Grant Details that forms part of this Agreement.
- Intellectual Property Rights means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- Material includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- Party means the Grantee or the Commonwealth.
- Personal Information has the same meaning as in the *Privacy Act 1988*.
- Records includes documents, information and data stored by any means and all copies and extracts of the same.
- Reporting Material means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in this Agreement, including the Grant Details, and includes any Existing Material

that is incorporated in or supplied with the Reporting Material.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

GRANT AGREEMENT AND GRANT VARIATION REQUEST AND SIGN-OFF CHECKLIST

How to use this template

This template must be completed, signed off and submitted to the Community Grants Hub at [s 22](#) along with your grant agreement request or grant agreement variation request documentation. All documentation is available on the [Standard Grant Agreement page](#) of the Grant Toolkit.

For assistance completing this template please contact [HGN Support and Analysis Section](#).

Please note – this document does not constitute a Commitment Approval. Refer to the Commitment Approval Template for more information.

Template last updated August 2019

Section 1 – Funding Round/Agreement Details

Pipeline ID	MHD-3
Grant Activity Name	Pilbara Capacity Building – Mentally Healthy WA

Social, Community, Home Care and Disability Services Industry Award 2010 Supplementation (SACS)	Yes	No
Program/Activity is eligible for SACS supplementation		No

Section 2 – Client Contact Details

Client Policy Contacts

Name	s 47F	
Position	s 47F	
Phone	s 47F	
Email	s 47F	

Section 3 – Funding (for [Finance Business Partner](#) endorsement)

	Yes	Cost Centre
Cost Centre/Program Record exists in GovGPS (FOFMS)	Yes	2460

The Program Record/Cost Centre must be established in GovGPS (FOFMS) prior to handover to the Community Grants Hub. If this has not been established, or you are unsure, contact your [s 22](#)

Funding amounts (GST exclusive)

2018-19	s 47G
2019-20	
2020-21	
2021-22	
2022-23	
2023-24	
TOTAL	\$1,700,000.00

Funding amounts (GST inclusive)

2018-19	s 47G
2019-20	
2020-21	
2021-22	
2022-23	
2023-24	
TOTAL	\$1,870,000.00

Section 4 – Checklists

	Grant Opportunity Guidelines URL	Attached
The Program/Activity has approved Grant Opportunity Guidelines	Cleared 27 November 2019	Yes

If you do not provide approved Grant Opportunity Guidelines, you must advise the Grant Design Advice Section of the Department of Health ^{s 22}. In addition, you must reference non-compliance in your [Commitment Approval documentation](#).

Please note that Grant Opportunity Guidelines are distinct from Program Guidelines. If you have any queries in relation to this please contact the Grants Design and Advice Section of the Department of Health ^{s 22}.

New Agreement Checklist (if requesting variations complete the Variation Checklist below)

	Attached and approved by delegate
Commitment Approval – <i>endorsed/cleared through Finance Business Partner</i>	Yes
Approval for Commitment ^{s 47E(d)} (including attachments) - if applicable (<i>endorsed by CFO</i>)	N/A
Funding Agreement item Text	Yes
Funding Agreement Terms and Conditions	Yes
Funding Agreement Supplementary Conditions (if applicable)	Yes
New Agreement Data Template	Yes
Milestone Setup Request Template (for more than 3 new agreements with the same milestone setup)	N/A
Organisation Data Spreadsheet for successful organisations (for record Updates and Activation) (Funding rounds only)	N/A

Organisation Data spreadsheet only applies to Funding Rounds

Please allow at least 10 days for processing of the Organisation Data Spreadsheet for successful organisations. Please provide this information to Organisational Data Management as soon as it is ready to be processed.

Variation Checklist (if requesting new agreements complete New Agreement Checklist above)

	Attached and approved by delegate	N/A
Commitment Approval - <i>endorsed/cleared through FBP</i>		N/A
Approval for Commitment ^{s 47E(d)} – if applicable (<i>endorsed by CFO</i>)		N/A
Funding Agreement item text– (only required where Agreement item text is being altered) *Indicate with an asterisk where the changes to the item Text information are to be recorded.		N/A
Funding Agreement Terms and Conditions– (only required where Terms and Conditions are being altered)		N/A
Funding Agreement Supplementary Conditions– (only required where Supplementary Conditions are being altered)		N/A
Variation Data Template		N/A

Milestone Tab- (On the variation data template/only required where Milestones are being altered or added)		N/A
---	--	-----

Section 5 – Additional Comments and Attachments

Leave blank if not applicable otherwise provide any relevant comments or list any further attachments provided which need to be considered.

Comments
The project team will be seeking prioritisation of this grant as the organisation is eager to get this started and may escalate their concerns if this is not undertaken soon.

Further Attachments

Section 6 – Timeframe

Specific timeframes are negotiated between the Department of Health and the Community Grants Hub (CGH) prior to the submission of the attached data. Any changes to this data will result in revision of previously negotiated timeframes.

For the CGH to meet a negotiated timeframe, the data must be complete and correct.

s 47E(d)

Section 7 – Declaration (by [Health Finance Business Partner](#))

I confirm that information provided in this form has been quality assured as per the request attached.

Name	s 47F
Signature	
Position	
Date	16 / December 2019

Section 8 – Declaration (by Policy/Program Owner)

I authorise the Community Grants Hub to establish or vary Grants for this program as per the request attached.

Name	s 22
Signature	
Position	Assistant Director, Suicide Prevention
Date	16 / December 2019

Jo Da Rocha
Assistant Secretary
Suicide Prevention and Mental Health Policy Branch
Mental Health Division

COMMITMENT APPROVAL – PILBARA CAPACITY BUILDING PROGRAM
MENTALLY HEALTHY WA

Purpose

As the Commitment Approver, under the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) that you:

Approve:

- The expenditure of \$1,870,000 (GST incl) under the PGPA Act s 23(3) to Mentally Healthy WA for mental health promotion activities (Act-Belong-Commit) in the Pilbara region.

And Note:

- The one-off Grant Opportunity Guidelines (Attachment A).
- The Assessment Report for the project proposal (Attachment B).
- The organisation risk assessment (Attachment C).
- The proposed activity(s) is a grant, for the purposes of Commonwealth Grants Rules and Guidelines (CGRGs) and in accordance with Department of Finance guidance.
- The legislative authority for the grant is:
 - Section 32B of the *Financial Framework (Supplementary Powers) Act 1997* and the *Financial Framework (Supplementary Powers) Regulation 1997*, Schedule 1AB under Item number 53 *Community Mental Health*.
- The Letter of Offer will be signed by the Community Grants Hub delegate upon completion of negotiations on the draft grant agreement schedule.

And Sign:

- the Commitment Approval.

Approval Timing

Approval is required as soon as practicable in order to commit relevant funds for the 2019-20 financial year.

Background/Context

Division: Mental Health Division

Program area contact & extension: s 22

Finance Business Partner & extension: s 22

Source of Funds / Outcome / Appropriation Bill: Outcome 2 Health Access and Services – Appropriation Bill 1

Program Group: 2.1 Mental Health

What type of Commitment Approval application is this? New

s 47E(d)

Description

The project will enable Mentally Healthy WA to deliver mental health promotion activities in the Pilbara region.

Mentally Health WA will expand activities that engage people living within regional and remote communities through the Act-Belong-Commit mental health promotion campaign. Delivery of the campaign will provide Pilbara communities with a comprehensive health promotion campaign that encourages individuals to take action to protect and promote their own mental wellbeing and encourage organisations that provide mentally healthy activities to promote participation in those activities.

On 29 March 2019, The Hon Ken Wyatt MP, the then Minister for Indigenous Health, approved funding of \$1,700,000 (GST excl) over three years from 2019-20 to 2021-22 to Mentally Healthy WA for funding for Act-Belong Commit mental health promotion activities in the Pilbara region (reference MS19-00613).

This grant will contribute to the achievement of Outcome 2, Health Access and Support Services, Program number 2.1 Mental Health and is expected to result in the following outcomes:

- delivery of a three year health promotion campaign program;
- reactivate the Pilbara Capacity Building Program in the Pilbara region; and
- further develop a Standing Strong Together Program in the Pilbara town of Roebourne.

Grant Opportunity Guidelines Status

This is a **new** granting activity. Approved Grant Opportunity Guidelines are at Attachment A.

The work that will be undertaken by the Mentally Healthy WA is specifically dependent on priorities of the Government, and the project is non-ongoing. As such, funding will be provided to Mentally Healthy WA as a one-off grant.

Recommended Applicant

The recommended applicant is listed in the table below.

Mentally Healthy WA	2019-20	2020-21	2021-22
---------------------	---------	---------	---------

s 47G

Delegation

Delegation Categories	Amount (GST incl)
Administered	\$1,870,000
TOTAL	\$1,870,000

Proposal Timeframe

The activity will commence upon execution of a Commonwealth Standard Grant Agreement.

Funds Availability

Funds are available through Outcome 2 Health Access and Services – Appropriation Bill 1, under program number 2.1 Mental Health and the cost centre is 2460 – National Suicide Prevention Support Activity. The relevant Finance Officer has confirmed that funds are available from the nominated outcome number.

Assessment of Value with Relevant Money

The application has been assessed in relation to the risk of the program, meeting the objectives of the program and government policy, innovation and potential performance. The proposal also achieves value with relevant money on the basis that it will deliver outcomes that would not occur without this grant. An Assessment Report is at Attachment B for your reference.

Grant Agreement Evaluation

At the end of the project period, a financial acquittal will be completed by the Program Manager and recorded in FOFMS. A Grant Agreement Evaluation Report will be prepared once the financial acquittal has been completed.

External Reporting Requirements

The grant agreement will be reported no later than 21 calendar days after the grant agreement takes effect which is in line with the mandatory reporting requirements in the CGRGs and will be included in the Department's response to Senate Order 95 (Minchin Motion). Once executed, the activity will be registered on FOFMS by the Community Grants Hub.

Documentation

All relevant documentation pertaining to the grant agreement has been filed (in accordance with Corporate Business Rule 2: Records Management) on s 47E(d).

Risk Assessment & Contingent Liabilities

The Organisation Risk Assessment is at Attachment C and is rated as medium.

Does the commitment proposal contain any contingent liabilities?

(i.e. does the commitment proposal potentially create a contingent liability for the Australian Government. Contingent liabilities can come in the form of the Department offering any of the following: Indemnities, Guarantees, Warranties, Letters of Comfort or Liability caps.)

☐ Yes

[If yes, a [risk assessment](#) should be completed to determine the level of risk to the Commonwealth. It should be attached to this approval request. Please refer to:

- [PGPA Act s60](#); and
- [PGPA \(Finance Minister to Accountable Authorities of Non-Corporate Commonwealth Entities\) Delegation 2014 Part 6](#).

The risk assessment should include an assessment as to whether the contingent liability is:

- Remote – the likelihood of the event occurring is less than 5%; and
- Non-Significant – the most probable expenditure that would need to be made in accordance with the arrangement, if the event occurred, would be less than \$30 million.]

☒ No

Are there any direct or indirect risks arising from this commitment proposal that may not be considered contingent liabilities?

☐ Yes

(Please provide details below.)

☒ No

Details:

Are there any other matters that should be considered?

☐ Yes

(Please provide details below.)

☒ No

Details:

Value of Commitment Proposal

Does the total value of the Commitment proposal (maximum amount that may be payable) exceed \$50 million?

☐ Yes

(If yes, the Department of Finance Budget Process Operational Rules (BPORs) require a written authorisation from the Finance Minister, unless the commitment has been (or will be) supported by an explicit decision of Cabinet or subject to Finance Minister consideration. This is regardless of the duration of the proposal.)

☒ No

Recommendation

As the Commitment Approver, under the PGPA Act that you:

Approve:

- The expenditure of \$1,870,000 (GST incl) under the PGPA Act s23(3) to Mentally Healthy WA for the Mental Health First Aid training program.

Approved / Not approved

And Note:

- The one-off Grant Opportunity Guidelines (Attachment A).
- The Assessment Report for the project proposal (Attachment B).
- The organisation risk assessment (Attachment C).
- The proposed activity(s) is a grant, for the purposes of CGRGs and in accordance with Department of Finance guidance.
- The legislative authority for the grant is:
 - Section 32B of the *Financial Framework (Supplementary Powers) Act 1997* and the *Financial Framework (Supplementary Powers) Regulation 1997*, Schedule 1AB under Item number 53 *Community Mental Health*.
- The Letter of Offer will be signed by the Community Grants Hub delegate upon completion of negotiations on the draft grant agreement schedule.

Noted / Please discuss

Noted / Please discuss

Noted / Please discuss

Noted / Please discuss

Noted / Please discuss

Noted / Please discuss

And Sign:

- the Commitment Approval.

Signed / Please discuss

Commitment Approval (Divisional Delegate):

I APPROVE the commitment of \$1,870,000 (GST incl) under s23(3) of the PGPA Act.

I declare that I have made all reasonable enquiries and as a result I am satisfied that:

- I am an authorised delegate for this commitment proposal and this approval is within the limits of my delegation as specified in the [Financial Delegations](#);
- This proposal is consistent with the policies of the Australian Government;
- This proposal is an efficient, effective, economical and ethical use of relevant money;
- Beyond Forward Estimates approval (where required) has been obtained; and
- There is sufficient funding available to meet the commitment proposal.

s 22

Signature

Date: 3 December 2019

Joanna Da Rocha

Assistant Secretary

Suicide Prevention and Mental Health Policy Branch

Mental Health Division

Attachments:

Attachment A	Grant Opportunity Guidelines
Attachment B	Assessment Report
Attachment C	Organisation Risk Assessment
Attachment D	Project Proposal

Contact officer:

s 22

Phone:

s 22

TRIM ref:

s 47E(d)

CLAUSE BANK PROVISIONS (Supplementary Terms)

1. Other Contributions

Not Applicable

2. Activity Budget

Not Applicable

3. Intellectual Property in Activity Material

Not Applicable

3A. Intellectual property – research

Not Applicable

3B. Creative Commons licence

Not Applicable

4. Access/Monitoring/Inspection

Not Applicable

5. Equipment and Assets

CB5.1 In this Agreement

Asset means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant [, excluding Activity Material [and/,] Intellectual Property Rights [and real property]].

CB5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for \$22,000 (including GST) or more, apart from those listed in the Activity Budget and/or detailed below:

(a) Not Specified.

CB5.3 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or Asset acquired with the Grant.

CB5.4 Unless to the extent the Commonwealth agrees otherwise in writing, the Grantee agrees to use the Asset for the purpose of the Activity. The Commonwealth may give its agreement subject to conditions and the Grantee must comply with any such conditions.

CB5.5 The Grantee agrees to maintain a register of all Assets with a value of \$22,000 (including GST) or more at the time of the Asset's purchase, lease, creation or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

Item Number	Description	Date of acquisition	Grant Contributions	Other Contributions - Grantee	Other Contributions – Third Parties	Total Cost
[insert reference]	[insert description of the equipment or asset]		[insert amount of Grant contributed to this item]	[insert amount of Grantees own funds contributed to this item]	[insert amount of other sources of funding contributed to this item]	[insert total amount cost of the item]

CB5.6 On expiration or termination of the Agreement, the Grantee agrees to transfer any Asset to the Commonwealth or a third party nominated by the Commonwealth or otherwise deal with the Asset as directed by the Commonwealth.

6. Specified Personnel

Not Applicable

7. Relevant qualifications, licences, permits, approvals or skills.

CB7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity:

- (a) are appropriately qualified to perform the tasks indicated;
- (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity [including:
[insert details of relevant activities and the qualifications, skills or other requirements of personnel performing those activities (e.g. certificate 4 etc)]; and
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

8. Vulnerable Persons

CB8.1 In this Agreement:

Criminal or Court Record means any record of any Other Offence;

Other Offence means, in relation to any Relevant Person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:

- (a) an apprehended violence or protection order made against the person;
- (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;
- (c) violence against another person or the injury, but excluding the death, of another person; or

(d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c)

Police Check means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;

Serious Offence means:
(a) a crime or offence involving the death of a person;
(b) 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;
(c) 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
(d) an attempt to commit a crime or offence described in (a) to (c);

Serious Record means a conviction or any finding of guilt regarding a Serious Offence; and

Vulnerable Person means 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.

CB8.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:

- (a) obtain a Police Check for that person;
- (b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
- (c) comply with all State, Territory or Commonwealth laws relating to the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and
- (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause CB8.2 remain current for the duration of their involvement in the Activity.

CB8.3 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:

- (a) a Serious Record; or

(b) a Criminal or Court Record;
and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.

CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
- (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
- (c) the length of time that has passed since the person's charge or conviction and his or her record since that time;
- (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;
- (e) any other relevant matter, and
must ensure it fully documents the conduct and outcome of the risk assessment.

CB8.5 The Grantee agrees to notify the Commonwealth of any risk assessment it conducts under this clause and agrees to provide the Commonwealth with copies of any relevant documentation on request.

CB8.6 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

- (a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or
- (b) convicted of a Serious Offence, the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

9. Child safety

Definitions

CB9.1 In this Agreement:

Child means an individual(s) under the age of 18 years and **Children** has a similar meaning;

Child-Related Personnel means officers, employees, contractors (including subcontractors), agents and volunteers of the Grantee involved with the Activity who as part of that involvement may interact with Children;

Legislation

means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;

National Principles for Child Safe Organisations

means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;

Relevant Legislation

means Legislation in force in any jurisdiction where any part of the Activity may be carried out;

Working With Children Check or WWCC means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

Relevant checks and authority

CB9.2 The Grantee must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause CB9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

National Principles for Child Safe Organisations and other action for the safety of Children

CB9.3 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause CB9.3;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - 1. the National Principles for Child Safe Organisations;
 - 2. the Grantee's risk management strategy required by this clause CB9.3;
 - 3. Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
 - 4. Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and

- (f) provide the Commonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in such form as may be specified by the Commonwealth.

CB9.4 With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause CB9.

CB9.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause CB9;
- (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause CB9; and
- (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause CB9.

10. Commonwealth Material, facilities and assistance

Not Applicable

11. Jurisdiction

CB11.1 This Agreement is governed by the law of Western Australia.

12. Grantee trustee of Trust

Not Applicable

13. Fraud

Not Applicable

14. Prohibited dealings

Not Applicable

15. Anti-corruption

Not Applicable

16. Step in rights

Not Applicable

17. Grant Administrator

Not Applicable

18. Management adviser

Not Applicable

19. Indemnities

Not Applicable

20. Compliance with Legislation and Policies

Not Applicable

21. Work Health and Safety

Not Applicable

22. Transition

Not Applicable

23. Corporate Governance

Not Applicable

23A. Incorporation requirement

Not Applicable

24. Counterparts

Not Applicable

25. Employees subject to SACS Decision

Not Applicable

26. Program Interoperability with National Disability Insurance Scheme

Not Applicable

27. Rollover of Surplus and Uncommitted Funds

Not Applicable

28. Secret and Sacred Indigenous Material

Not Applicable

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

From: s 22
To: s 47F t
Subject: Minor changes to MHD 3 - Pilbara Capacity Building grant [SEC=OFFICIAL]
Date: Tuesday, 7 January 2020 5:54:00 PM
Attachments: [image001.png](#)

Good afternoon

We have been advised by the Mental Health Delivery Lead that a number of minor changes will be required to previously cleared documents for the new grant *MHD 3 - Mentally Healthy WA*. As Mentally Healthy WA operates from Curtin University and uses their ABN, we will be changing the funding recipient to Curtin University. As the University is exempt from GST (being an educational institution), this will result in GST being Out-of-scope for this grant.

This will involve a series of small changes to previously cleared grant documentation. We have amended such documents and will be distributing the grant package shortly to DoH Manage for progression.

Should you have any issues, please let me know.

Kind regards,

s 47F

Suicide Prevention Section

Mental Health Division | Health Systems Policy & Primary Care Group
Suicide Prevention & Mental Health Policy Branch

s 47F

The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures; and to elders both past and present.

From: s 22
To:
Cc:
Subject: MHD-3 - Pilbara Capacity Building Program - SGA Documentation [SEC=OFFICIAL]
Date: Thursday, 9 January 2020 3:37:00 PM
Attachments: [image001.png](#)
[AMENDED Signed Commitment Approval.PDF](#)
[AMENDED Grant Agreement and Grant Variation Checklist - Signed.PDF](#)
[Mentally Healthy WA - New Grant Agreement - Data Template.XLSM](#)
[Mentally Healthy WA - New Grant Agreement - Item Text Template.DOCX](#)
[Curtin University - New Grant Agreement - Standard Terms and Conditions Template.DOCX](#)
[Mentally Healthy WA - New Grant Agreement - Supplementary Terms and Conditions Template.DOCX](#)
[MHD - 3 Curtin University Mentally Healthy WA - new grant to be managed SECOFFICIAL.msg](#)

Good afternoon Grants Hub

Please find attached the documentation for new grant *Pilbara Capacity Building (Pipeline MHD – 3)*.

- Signed Commitment approval
- Signed Grant Agreement Checklist
- New Grant Agreement Data Template
- New Grant Agreement Item Text
- New Grant Agreement Standard Terms and Conditions
- New Grant Agreement Supplementary Terms and Conditions

I have also attached an email from the Victorian Community Grants Hub which provides further information on the contacts who will be managing the grant in the WA office.

Kind regards,

s 22

Suicide Prevention Section

Mental Health Division | Health Systems Policy & Primary Care Group
Suicide Prevention & Mental Health Policy Branch

s 22

PO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures; and to elders both past and present.

Paul Cutting

A/g Assistant Secretary

Suicide Prevention and Mental Health Policy Branch

Mental Health Division

COMMITMENT APPROVAL – PILBARA CAPACITY BUILDING PROGRAM

CURTIN UNIVERSITY

Purpose

As the Commitment Approver, under the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) that you:

Approve:

- The expenditure of \$1,700,000 (GST Out-of-Scope) under the PGPA Act s 23(3) to Curtin University for mental health promotion activities (Act-Belong-Commit) in the Pilbara region.

And Note:

- The one-off Grant Opportunity Guidelines (Attachment A).
- The Assessment Report for the project proposal (Attachment B).
- The organisation risk assessment (Attachment C).
- The proposed activity(s) is a grant, for the purposes of Commonwealth Grants Rules and Guidelines (CGRGs) and in accordance with Department of Finance guidance.
- The legislative authority for the grant is:
 - Section 32B of the *Financial Framework (Supplementary Powers) Act 1997* and the *Financial Framework (Supplementary Powers) Regulation 1997*, Schedule 1AB under Item number 53 *Community Mental Health*.
- The Letter of Offer will be signed by the Community Grants Hub delegate upon completion of negotiations on the draft grant agreement schedule.

And Sign:

- the Commitment Approval.

Approval Timing

Approval is required as soon as practicable in order to commit relevant funds for the 2019-20 financial year.

Background/Context

Division: Mental Health Division

Program area contact & extension: s 22

s 22

Finance Business Partner & extension: s 22

s 22

Source of Funds / Outcome / Appropriation Bill: Outcome 2 Health Access and Services – Appropriation Bill 1

Program Group: 2.1 Mental Health

What type of Commitment Approval application is this? New

TRIM File Number: s 47E(d)

Description

The project will enable Curtin University to deliver mental health promotion activities in the Pilbara region.

Curtin University will expand activities that engage people living within regional and remote communities through the Act-Belong-Commit mental health promotion campaign. Delivery of the campaign will provide Pilbara communities with a comprehensive health promotion campaign that encourages individuals to take action to protect and promote their own mental wellbeing and encourage organisations that provide mentally healthy activities to promote participation in those activities.

On 29 March 2019, The Hon Ken Wyatt MP, the then Minister for Indigenous Health, approved funding of \$1,700,000 (GST excl) over three years from 2019-20 to 2021-22 to Curtin University for funding for Act-Belong-Commit mental health promotion activities in the Pilbara region (reference MS19-00613).

This grant will contribute to the achievement of Outcome 2, Health Access and Support Services, Program number 2.1 Mental Health and is expected to result in the following outcomes:

- delivery of a three year health promotion campaign program;
- reactivate the Pilbara Capacity Building Program in the Pilbara region; and
- further develop a Standing Strong Together Program in the Pilbara town of Roebourne.

Grant Opportunity Guidelines Status

This is a **new** granting activity. Approved Grant Opportunity Guidelines are at [Attachment A](#).

The work that will be undertaken by the Curtin University is specifically dependent on priorities of the Government, and the project is non-ongoing. As such, funding will be provided to Curtin University as a one-off grant.

Recommended Applicant

The recommended applicant is listed in the table below.

Curtin University	2019-20	2020-21	2021-22
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s 47G

Delegation

Delegation Categories	Amount (GST Out-of-Scope)
Administered	\$1,700,000
TOTAL	\$1,700,000

Proposal Timeframe

The activity will commence upon execution of a Commonwealth Standard Grant Agreement.

Funds Availability

Funds are available through Outcome 2 Health Access and Services – Appropriation Bill 1, under program number 2.1 Mental Health and the cost centre is 2460 – National Suicide Prevention Support Activity. The relevant Finance Officer has confirmed that funds are available from the nominated outcome number.

Assessment of Value with Relevant Money

The application has been assessed in relation to the risk of the program, meeting the objectives of the program and government policy, innovation and potential performance. The proposal also achieves value with relevant money on the basis that it will deliver outcomes that would not occur without this grant. An Assessment Report is at Attachment B for your reference.

Grant Agreement Evaluation

At the end of the project period, a financial acquittal will be completed by the Program Manager and recorded in FOFMS. A Grant Agreement Evaluation Report will be prepared once the financial acquittal has been completed.

External Reporting Requirements

The grant agreement will be reported no later than 21 calendar days after the grant agreement takes effect which is in line with the mandatory reporting requirements in the CGRGs and will be included in the Department's response to Senate Order 95 (Minchin Motion). Once executed, the activity will be registered on FOFMS by the Community Grants Hub.

Documentation

All relevant documentation pertaining to the grant agreement has been filed (in accordance with Corporate Business Rule 2: Records Management) on ^{s 47E(d)}

Risk Assessment & Contingent Liabilities

The Organisation Risk Assessment is at Attachment C and is rated as medium.

Does the commitment proposal contain any contingent liabilities? (i.e. does the commitment proposal potentially create a contingent liability for the Australian Government. Contingent liabilities can come in the form of the Department offering any of the following: Indemnities, Guarantees, Warranties, Letters of Comfort or Liability caps.)	
<input type="checkbox"/> Yes	<div>[If yes, a risk assessment should be completed to determine the level of risk to the Commonwealth. It should be attached to this approval request. Please refer to:</div> <ul style="list-style-type: none">PGPA Act s60; andPGPA (Finance Minister to Accountable Authorities of Non-Corporate Commonwealth Entities) Delegation 2014 Part 6. <div>The risk assessment should include an assessment as to whether the contingent liability is:</div> <ul style="list-style-type: none">Remote – the likelihood of the event occurring is less than 5%; andNon-Significant – the most probable expenditure that would need to be made in accordance with the arrangement, if the even occurred, would be less than \$30 million.]
<input checked="" type="checkbox"/> No	
Are there any direct or indirect risks arising from this commitment proposal that may not be considered contingent liabilities?	
<input type="checkbox"/> Yes	(Please provide details below.)
<input checked="" type="checkbox"/> No	
Details:	
Are there any other matters that should be considered?	
<input type="checkbox"/> Yes	(Please provide details below.)
<input checked="" type="checkbox"/> No	
Details:	

Value of Commitment Proposal

Does the total value of the Commitment proposal (maximum amount that may be payable) exceed \$50 million?	
<input type="checkbox"/> Yes	(If yes, the Department of Finance Budget Process Operational Rules (BPORs) require a written authorisation from the Finance Minister, unless the commitment has been (or will be) supported by an explicit decision of Cabinet or subject to Finance Minister consideration. This is regardless of the duration of the proposal.)
<input checked="" type="checkbox"/> No	

Recommendation

As the Commitment Approver, under the PGPA Act that you:

Approve:

- The expenditure of \$1,700,000 (GST incl) under the PGPA Act s23(3) to Curtin University for the Mental Health First Aid training program. **Approved / Not approved**

And Note:

- The one-off Grant Opportunity Guidelines (Attachment A). **Noted / Please discuss**
- The Assessment Report for the project proposal (Attachment B). **Noted / Please discuss**
- The organisation risk assessment (Attachment C). **Noted / Please discuss**
- The proposed activity(s) is a grant, for the purposes of CGRGs and in accordance with Department of Finance guidance. **Noted / Please discuss**
- The legislative authority for the grant is:
 - Section 32B of the *Financial Framework (Supplementary Powers) Act 1997* and the *Financial Framework (Supplementary Powers) Regulation 1997*, Schedule 1AB under Item number 53 *Community Mental Health*. **Noted / Please discuss**
- The Letter of Offer will be signed by the Community Grants Hub delegate upon completion of negotiations on the draft grant agreement schedule. **Noted / Please discuss**

And Sign:

- the Commitment Approval. **Signed / Please discuss**

Commitment Approval (Divisional Delegate):

I APPROVE the commitment of \$1,700,000 (GST incl) under s23(3) of the PGPA Act.

I declare that I have made all reasonable enquiries and as a result I am satisfied that:

- **I am an authorised delegate for this commitment proposal and this approval is within the limits of my delegation as specified in the [Financial Delegations](#);**
- **This proposal is consistent with the policies of the Australian Government;**
- **This proposal is an efficient, effective, economical and ethical use of relevant money;**
- **Beyond Forward Estimates approval (where required) has been obtained; and**
- **There is sufficient funding available to meet the commitment proposal.**

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Signature

Date: 8 January 2020

Paul Cutting

A/g Assistant Secretary

Suicide Prevention and Mental Health Policy Branch

Mental Health Division

Attachments:

Attachment A	Grant Opportunity Guidelines
Attachment B	Assessment Report
Attachment C	Organisation Risk Assessment
Attachment D	Project Proposal

Contact officer:

Phone:

TRIM ref:

s 22

s 47E(d)

GRANT AGREEMENT AND GRANT VARIATION REQUEST AND SIGN-OFF CHECKLIST

How to use this template

This template must be completed, signed off and submitted to the Community Grants Hub at [along with your grant agreement request or grant agreement variation request documentation](#). All documentation is available on the [Standard Grant Agreement page](#) of the Grant Toolkit.

For assistance completing this template please contact [HGN Support and Analysis Section](#).

Please note – this document does not constitute a Commitment Approval. Refer to the Commitment Approval Template for more information.

Template last updated August 2019

Section 1 – Funding Round/Agreement Details

Pipeline ID	MHD-3
Grant Activity Name	Pilbara Capacity Building – Mentally Healthy WA

Social, Community, Home Care and Disability Services Industry Award 2010 Supplementation (SACS)	Yes	No
Program/Activity is eligible for SACS supplementation		No

Section 2 – Client Contact Details

Client Policy Contacts

Name	s 47F	
Position	s 47F	Mentally Healthy WA (Act-Belong-Commit)
Phone	s 47F	
Email		

Section 3 – Funding (for [Finance Business Partner](#) endorsement)

	Yes	Cost Centre
Cost Centre/Program Record exists in GovGPS (FOFMS)	Yes	2460

The Program Record/Cost Centre must be established in GovGPS (FOFMS) prior to handover to the Community Grants Hub. If this has not been established, or you are unsure, contact your [Finance Business Partner](#) and/or ppdgrantsupport@health.gov.au.

Funding amounts (GST exclusive)

2018-19	s 47G
2019-20	
2020-21	
2021-22	
2022-23	
2023-24	
TOTAL	\$1,700,000.00

Funding amounts (GST out-of-scope)

2018-19	s 47G
2019-20	
2020-21	
2021-22	
2022-23	
2023-24	
TOTAL	\$1,700,000.00

Section 4 – Checklists

	Grant Opportunity Guidelines URL	Attached
The Program/Activity has approved Grant Opportunity Guidelines	Cleared 27 November 2019	Yes

If you do not provide approved Grant Opportunity Guidelines, you must advise the Grant Design Advice Section of the Department of Health ^{s 22}. In addition, you must reference non-compliance in your [Commitment Approval documentation](#).

Please note that Grant Opportunity Guidelines are distinct from Program Guidelines. If you have any queries in relation to this please contact the Grants Design and Advice Section of the Department of Health ^{s 22}.

New Agreement Checklist (if requesting variations complete the Variation Checklist below)

	Attached and approved by delegate
Commitment Approval – <i>endorsed/cleared through Finance Business Partner</i>	Yes
Approval for Commitment ^{s 22} (including attachments) - if applicable (<i>endorsed by CFO</i>)	N/A
Funding Agreement item Text	Yes
Funding Agreement Terms and Conditions	Yes
Funding Agreement Supplementary Conditions (if applicable)	Yes
New Agreement Data Template	Yes
Milestone Setup Request Template (for more than 3 new agreements with the same milestone setup)	N/A
Organisation Data Spreadsheet for successful organisations (for record Updates and Activation) (Funding rounds only)	N/A

Organisation Data spreadsheet only applies to Funding Rounds

Please allow at least 10 days for processing of the Organisation Data Spreadsheet for successful organisations. Please provide this information to Organisational Data Management as soon as it is ready to be processed.

Variation Checklist (if requesting new agreements complete New Agreement Checklist above)

	Attached and approved by delegate	N/A
Commitment Approval - <i>endorsed/cleared through FBP</i>		N/A
Approval for Commitment ^{s 22} – if applicable (<i>endorsed by CFO</i>)		N/A
Funding Agreement item text– (only required where Agreement item text is being altered) *Indicate with an asterisk where the changes to the item Text information are to be recorded.		N/A
Funding Agreement Terms and Conditions– (only required where Terms and Conditions are being altered)		N/A
Funding Agreement Supplementary Conditions– (only required where Supplementary Conditions are being altered)		N/A
Variation Data Template		N/A

Milestone Tab- (On the variation data template/only required where Milestones are being altered or added)		N/A
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Section 5 – Additional Comments and Attachments

Leave blank if not applicable otherwise provide any relevant comments or list any further attachments provided which need to be considered.

Comments <p>The project team will be seeking prioritisation of this grant as the organisation is eager to get this started and may escalate their concerns if this is not undertaken soon.</p> <p>Minor amendments were made to this document after changing Curtin University to the funding recipient. As the University is exempt from GST (being an educational institution), this will result in GST being Out-of-scope for this grant.</p>
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Further Attachments

Section 6 – Timeframe

Specific timeframes are negotiated between the Department of Health and the Community Grants Hub (CGH) prior to the submission of the attached data. Any changes to this data will result in revision of previously negotiated timeframes.

For the CGH to meet a negotiated timeframe, the data must be complete and correct.

Section 7 – Declaration (by [Health Finance Business Partner](#))

I confirm that information provided in this form has been quality assured as per the request attached.

s 47F

Name _____

Signature _____

Position _____

Date **4** / January 2019

Section 8 – Declaration (by Policy/Program Owner)

I authorise the Community Grants Hub to establish or vary Grants for this program as per the request attached.

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Name _____

Signature _____

Position Assistant Director, Suicide Prevention

Date **4** / January 2019

[Commonwealth Coat of Arms/Entity Logo]

Drafting Instructions

New Grant Agreement – Item Text Template – November 2019 Version

Contact [HGN Support and Analysis Team](#) for assistance completing this template.

Replace all sections highlighted in **Green**. Items in **Blue** will be drawn from the [New Grant Agreement - Data Template](#). All other sections are hard-coded and cannot be changed.

Using FOFMS to create this Agreement:

FOFMS Fields are in black text on a blue background. All such fields will be drawn from the system, and as such are generally inflexible. To facilitate data entry all such fields should all be specified in the [New Grant Agreement – Data Template](#) which will be part of your handover documentation to the Grants Hub.

FOFMS Item text is in black text on a green background. These are items that must be specified by the policy Division and which there is flexibility in construction. Some of this item text relates to terms and Conditions relevant to your programme. Item text should be consistent across a single programme.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1992 (CTH)

[Commonwealth Coat of Arms/Entity Logo]

Commonwealth Standard Grant Agreement

between
the Commonwealth represented by
Commonwealth entity

and

[Program Schedule Organisation Legal
Name]

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THE FREEDOM OF INFORMATION ACT 1982 (FOI)
BY THE DEPARTMENT OF HEALTH

[Commonwealth Coat of Arms/Entity Logo]

Grant Agreement [Agreement Id]

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	[Program Schedule Organisation Legal Name]
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	[Program Schedule Organisation Party Type]
Trading or business name	[Program Schedule Organisation Trading Name]
Any relevant licence, registration or provider number	Print blank
Australian Company Number (ACN) or other entity identifiers	Print blank
Australian Business Number (ABN)	[Program Schedule Organisation ABN]
Registered for Goods and Services Tax (GST)	Print blank
Date from which GST registration was effective	Print blank
Registered office (physical)	[Program Schedule Organisation Physical Address]
Relevant business place (if different)	Print blank
Telephone	[Program Schedule Legal Organisation Phone Number]
Fax	[Program Schedule Legal Organisation Fax Number]
Email	[Program Schedule Organisation General Email]

The Commonwealth

The Commonwealth of Australia represented by [full entity name]

[physical address]

ABN [insert entity ABN]

Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

[Commonwealth Coat of Arms/Entity Logo]

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire Agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, Agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

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BY THE DEPARTMENT OF HEALTH

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Grant Details

Organisation ID:	[Program Schedule Organisation ID]
Agreement ID:	[Agreement ID]
Schedule ID:	[Program Schedule ID]

A. Purpose of the Grant

The purpose of the Grant is to support Mentally Healthy WA; who operate from Curtin University, to deliver community capacity programs across the Pilbara region. Mentally Healthy WA will expand activities through reactivating the Act-Belong-Commit campaign, which aims to strengthen the resilience, increase wellbeing, contribute to suicide prevention and lessen the impact of mental health issues in indigenous communities in Western Australia.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the [PS Formal External Name] program.

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BY THE DEPARTMENT OF HEALTH

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[Activity Title – Activity ID]

B. Activity

Reactivation and delivery of the campaign will encourage Pilbara communities to take part in protecting and promoting their own mental wellbeing and encourage organisations that provide mentally healthy activities to promote participation in those activities.

The activity proposed under the campaign includes resuming the Standing Strong Together program. The Standing Strong Together model emphasises the dependency of Social and Emotional Wellbeing on interactions with family, involvement in community activities and connections to Country and culture. Proposed program activities will build the capacity of communities to support and strengthen individual resilience, reduce stigma surrounding mental illness and encourage activities that improve mental health.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
[Activity PI Summary]	[Activity PI Target]

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.	[Activity Location Type/Subtype]	[Organisation/Venue Name]	[Organisation/Venue Address]

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1.	[Service Area Type]	[Service Area Value]

C. Duration of the Grant

The Activity starts on [Activity Start Date].

The Activity (other than the provision of any final reports) ends on [Activity End Date], which is the Activity's Completion Date.

The Agreement ends on [PS Completion Date] or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

D. Payment of the Grant

The total amount of the Grant is [Overall Agreement Value for all financial years]* (GST exclusive).

A break down by Financial Year is below:

Financial Year	Amount * (excl. GST)
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[Commonwealth Coat of Arms/Entity Logo]

[Activity Financial Year]	[Overall Agreement Value]
[Activity Financial Year]	[Overall Agreement Value]

*This amount may include Social, Community, Home Care and Disability Services Industry Award 2010 Supplementation (SACS).

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the grant is to be paid is:

BSB Number	[Activity Bank Account BSB Number]
Financial Institution	[Activity Bank Account Financial Institution]
Account Number	[Activity Bank Account]
Account Name	[Activity Bank Account Name]

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
Total Amount		\$1,700,000	\$170,000	\$1,870,000

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

Taxes, duties and government charges

Refer to Clause 9. Taxes, duties and government charges.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone (Non-Payment)	Information to be included	Due Date
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s 47E(d), s 47G

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BY THE DEPARTMENT OF HEALTH

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E.1 Performance Reports

The Grantee must provide Performance Reports for the Commonwealth's approval in accordance with the Grant Activity Schedule set out in Item B and the timetable specified in Item E. The Performance Report must contain information on progress against activities including:

- whether Activities have been undertaken in accordance with the approved Activity Work Plan;
- performance against the Activity Performance Indicators set out in Item B;
- any challenges and the strategies used to address these challenges; and
- an income and expenditure statement against the approved budget in accordance with Item E.4 below.

The Grantee must submit the Performance Reports in the template specified by the Commonwealth (or another form agreed with the Commonwealth).

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

E.2 Activity Work Plan

The Grantee must provide an Activity Work Plan in a format specified by the Commonwealth in accordance with the timetable specified in Item E. The Activity Work Plan must:

- identify key planned activities for the relevant Activity Period including timeframes and Performance Indicators as described in Item B;
- follow the templates as provided by the Commonwealth;
- include a projected Budget for the grant funds identified in Item D and for the period specified in Item E; and
- include a Risk Management Plan which identifies risks that could adversely affect the achievement of the Activity's objectives and detail mitigation strategies to address these.

The Commonwealth may require amendments to the Activity Work Plan before it is approved. Once an Activity Work Plan has been approved by the Commonwealth, the Grantee is required to perform the Activity in accordance with this Agreement, including the Activity Work Plan.

E.3 Annual Report

None specified.

E.4 Accounting for the Grant

The Performance Report must include an unaudited income and expenditure statement.

The statements must:

- record expenditure for the Activity against the approved budget; and
- be for the same period as the Performance Report.

The Grantee must provide a Financial Declaration in the template specified by the Commonwealth as required in item D.

E.5 Other Reports

Final Report

The Grantee must provide a Final Report covering the entire activity period, against the activities and Activity Performance Indicators for the Commonwealth's approval by the date specified in Item E. The Final Report must include:

- a description of actual performance against the Activity in Item B;
- performance and outcomes against the Performance Indicators in Item B;

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- an overview of the project, including key achievements, the outcome of any collaboration and any challenges and the strategies used to address these; and
- an unaudited income and expenditure statement, which must:
 - record expenditure for the Activity against the approved budget; and
 - be for the same period as the Final Report.

Organisation ID:	[PS Org ID]
Agreement ID:	[PS Agreement ID]

The Final Report must meet the Commonwealth's satisfaction before the Milestone will be considered met.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	[Activity Primary Contact Title Name]
Position	[Activity Primary Contact Position Title]
Postal/physical address(es)	[Activity Primary Contact Postal Address]
Business hours telephone	[Activity Contact Phone Telephone Number]
Mobile	<i>Print Blank</i>
Fax	<i>Print Blank</i>
E-mail	[Activity Primary Contact Email]

Commonwealth representative and address

Name of representative	[Activity Manager Name]
Position	[Activity Manager Job Title]
Postal/physical address(es)	[Activity Managing Office Address (from LOV High Value)]
Business hours telephone	[Activity Manager Work Phone]
Mobile	[Activity Manager Phone Mobile Number]
Fax	[Activity Manager Fax Mobile Number]
E-mail	[Activity Manager Email]

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

G. Activity Material

Activity Material means any material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.

None specified.

Signatories

[Commonwealth Coat of Arms/Entity Logo]

Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through [Commonwealth entity], ABN [ABN] in the presence of:

(Name of Departmental Representative)

(Signature of Departmental Representative)

...../...../.....

(Position of Departmental Representative)

(Name of Witness in full)

(Signature of Witness)

...../...../.....

Signed for and on behalf of [Program Schedule Organisation Legal Name], ABN [Program Schedule Organisation ABN] in accordance with its rules, and who warrants that he/she is authorised to sign this Agreement:

(Name and position held by Signatory)

(Signature)

...../...../.....

(Name and position held by second Signatory/Name of Witness)

(Signature of second Signatory/Witness)

...../...../.....

[Commonwealth Coat of Arms/Entity Logo]

Notes about the signature block

- If you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents. Where a Common Seal is used this must be attested by two authorised signatories.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required.
- If you are an **individual**, you must sign in the presence of a witness.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1992 (CTH)
BY THE DEPARTMENT OF HEALTH

Schedule 1: Commonwealth Standard Grant Conditions

1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

2.5 The Grantee agrees to hold the Grant in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia.

3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

5. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within one month after the Activity Completion Date [and at least every 12 months during the term of the Activity], the Grantee agrees to provide [a] financial statement signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

10.3 A statement under clause 10.2 must include an income and expenditure statement in relation to the Grant and the Activity for each financial year of the Agreement.

11. Repayment

11.1 If any amount of the Grant:

(a) has been spent other than in accordance with this Agreement; or

(b) is additional to the requirements of the Activity;

then the Commonwealth may by written notice:

(c) require the Grantee to repay that amount to the Commonwealth;

(d) require the Grantee to deal with that amount as directed by the Commonwealth; or

(e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

(a) the Grantee must do so within the time period specified in the notice;

(b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and

(c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records that:

(a) detail and document the conduct and management of the Activity;

(b) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and

(c) enable all receipts and payments related to the Activity to be identified and reported.

12.2 The Grantee agrees to keep the records for five years after the Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

13. Reporting

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

13. Reporting, liaison and review

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

(a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and

(b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements,

in relation to the Activity and any Commonwealth review or evaluation of it.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

13.4 If, at any time, a Party reasonably believes that the Activity is unlikely to fully meet the purpose of the Grant, or there are Activity risks that need to be addressed, that Party may provide written notice to the other Party setting out its reasons for that belief and proposing steps that could be taken to better achieve that purpose or address those risks. The Parties agree to work co-operatively to:

- (a) consider, and negotiate in good faith, any change proposed under this clause 13.4; and
- (b) implement any such change that is agreed by the Parties by executing a variation to this Agreement under clause 8.1.

13.5 Except to the extent the Parties agree a variation under clause 8.1, clause 13.4 does not limit any of a Party's other rights under this Agreement.

13.6 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause; and
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

16.1 The Grantee agrees to [effect and] maintain for as long as any obligations remain in connection with this Agreement:

- (a) workers compensation insurance as required by law;
- (b) adequate and appropriate public liability insurance;
- (c) insurance against any loss or damage to an asset for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants; and
- (d) any other additional insurance specified in the Grant Details.

16.2 The Grantee agrees to provide proof of insurance to the Commonwealth upon request and within the time specified in the request.

17. Intellectual property

17.1 Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

17.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

17.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.4 The licence in clause 17.3 does not apply to Activity Material.

18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

19.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or

(c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

(d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or

(e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

(a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

(b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

(a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or

(b) provided false or misleading statements in relation to the Grant; or

(c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

(a) stop the performance of the Grantee's obligations;

(b) take all available steps to minimise loss resulting from the termination; and

(c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

(a) a change in government policy; or

(b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

(a) stop or reduce the performance of the Grantee's obligations as specified in the notice;

(b) take all available steps to minimise loss resulting from that reduction or cancellation;

(c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and

(d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

(a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and

(b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

- (a) subject to the Grantee's compliance with this Agreement; and
- (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

21. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance);
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- [^any applicable provisions included from the clause bank^]; and
- Any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
 - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
 - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
 - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;but in all cases:
 - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details [and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee].
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

CLAUSE BANK PROVISIONS (Supplementary Terms)

1. Other Contributions

Not Applicable

2. Activity Budget

Not Applicable

3. Intellectual Property in Activity Material

Not Applicable

3A. Intellectual property – research

Not Applicable

3B. Creative Commons licence

Not Applicable

4. Access/Monitoring/Inspection

Not Applicable

5. Equipment and Assets

CB5.1 In this Agreement

Asset means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant [, excluding Activity Material [and/,] Intellectual Property Rights [and real property]].

CB5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for \$22,000 (including GST) or more, apart from those listed in the Activity Budget and/or detailed below:

(a) Not Specified.

CB5.3 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or Asset acquired with the Grant.

CB5.4 Unless to the extent the Commonwealth agrees otherwise in writing, the Grantee agrees to use the Asset for the purpose of the Activity. The Commonwealth may give its agreement subject to conditions and the Grantee must comply with any such conditions.

CB5.5 The Grantee agrees to maintain a register of all Assets with a value of \$22,000 (including GST) or more at the time of the Asset's purchase, lease, creation or bringing into existence in the form specified below and to provide the register to the Commonwealth upon request.

Item Number	Description	Date of acquisition	Grant Contributions	Other Contributions - Grantee	Other Contributions – Third Parties	Total Cost
[insert reference]	[insert description of the equipment or asset]		[insert amount of Grant contributed to this item]	[insert amount of Grantees own funds contributed to this item]	[insert amount of other sources of funding contributed to this item]	[insert total amount cost of the item]

CB5.6 On expiration or termination of the Agreement, the Grantee agrees to transfer any Asset to the Commonwealth or a third party nominated by the Commonwealth or otherwise deal with the Asset as directed by the Commonwealth.

6. Specified Personnel

Not Applicable

7. Relevant qualifications, licences, permits, approvals or skills.

CB7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity:

- (a) are appropriately qualified to perform the tasks indicated;
- (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity [including:
[insert details of relevant activities and the qualifications, skills or other requirements of personnel performing those activities (e.g. certificate 4 etc)]; and
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

8. Vulnerable Persons

CB8.1 In this Agreement:

Criminal or Court Record means any record of any Other Offence;

Other Offence means, in relation to any Relevant Person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:

- (a) an apprehended violence or protection order made against the person;
- (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;
- (c) violence against another person or the injury, but excluding the death, of another person; or

(d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c)

Police Check means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;

Serious Offence means:
(a) a crime or offence involving the death of a person;
(b) 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;
(c) 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
(d) an attempt to commit a crime or offence described in (a) to (c);

Serious Record means a conviction or any finding of guilt regarding a Serious Offence; and

Vulnerable Person means 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.

CB8.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:

- (a) obtain a Police Check for that person;
- (b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
- (c) comply with all State, Territory or Commonwealth laws relating to the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and
- (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause CB8.2 remain current for the duration of their involvement in the Activity.

CB8.3 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:

- (a) a Serious Record; or

(b) a Criminal or Court Record;
and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.

CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
- (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
- (c) the length of time that has passed since the person's charge or conviction and his or her record since that time;
- (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;
- (e) any other relevant matter, and
must ensure it fully documents the conduct and outcome of the risk assessment.

CB8.5 The Grantee agrees to notify the Commonwealth of any risk assessment it conducts under this clause and agrees to provide the Commonwealth with copies of any relevant documentation on request.

CB8.6 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

- (a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or
- (b) convicted of a Serious Offence, the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

9. Child safety

Definitions

CB9.1 In this Agreement:

Child means an individual(s) under the age of 18 years and **Children** has a similar meaning;

Child-Related Personnel means officers, employees, contractors (including subcontractors), agents and volunteers of the Grantee involved with the Activity who as part of that involvement may interact with Children;

Legislation

means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;

National Principles for Child Safe Organisations

means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;

Relevant Legislation

means Legislation in force in any jurisdiction where any part of the Activity may be carried out;

Working With Children Check or WWCC means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

Relevant checks and authority

CB9.2 The Grantee must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause CB9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

National Principles for Child Safe Organisations and other action for the safety of Children

CB9.3 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause CB9.3;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - 1. the National Principles for Child Safe Organisations;
 - 2. the Grantee's risk management strategy required by this clause CB9.3;
 - 3. Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
 - 4. Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and

- (f) provide the Commonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in such form as may be specified by the Commonwealth.

CB9.4 With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause CB9.

CB9.5 The Grantee agrees to:

- (a) notify the Commonwealth of any failure to comply with this clause CB9;
- (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause CB9; and
- (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause CB9.

10. Commonwealth Material, facilities and assistance

Not Applicable

11. Jurisdiction

CB11.1 This Agreement is governed by the law of Western Australia.

12. Grantee trustee of Trust

Not Applicable

13. Fraud

Not Applicable

14. Prohibited dealings

Not Applicable

15. Anti-corruption

Not Applicable

16. Step in rights

Not Applicable

17. Grant Administrator

Not Applicable

18. Management adviser

Not Applicable

19. Indemnities

Not Applicable

20. Compliance with Legislation and Policies

Not Applicable

21. Work Health and Safety

Not Applicable

22. Transition

Not Applicable

23. Corporate Governance

Not Applicable

23A. Incorporation requirement

Not Applicable

24. Counterparts

Not Applicable

25. Employees subject to SACS Decision

Not Applicable

26. Program Interoperability with National Disability Insurance Scheme

Not Applicable

27. Rollover of Surplus and Uncommitted Funds

Not Applicable

28. Secret and Sacred Indigenous Material

Not Applicable

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

From: s 47F
To: s 22
Cc: s 47F s 47F
Subject: MHD - 3 Curtin University / Mentally Healthy WA - new grant to be managed [SEC=OFFICIAL]
Date: Tuesday, 7 January 2020 12:15:33 PM
Attachments: [image002.png](#)

Hi s 22

Can you please forward the information below to the DoH Manage team for the grant to Mentally Healthy WA? These have just been confirmed by the Grants Hub WA office.

- Schedule Manager – s 47F
- Funding Agreement Coordinator – s 47F
- Relationship Manager – s 47F
- Activity Manager – s 47F

Thanks

Kind regards

s 47F

s 47F

National Grants and Delivery Lead Section
Community Grants Hub
Delivery – Network Operations
Department of Social Services
s 47F

communitygrants.gov.au

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.



From: s 22
To: s 47F
Cc: s 22
Subject: RE: MHD-3 - Pilbara Capacity Building Program - SGA Documentation [SEC=OFFICIAL]
Date: Monday, 13 January 2020 12:55:00 PM
Attachments: [image002.png](#)
[image003.png](#)
[Curtin University - New Grant Agreement - Standard Terms and Conditions Template.docx](#)

Hi s 47F
Apologies – I can confirm that the option '*Reporting, liaison and review*' is the correct option under Clause 13.
Please find attached a revised version with this change.
Kind regards,
s 22

From: s 22
Sent: Monday, 13 January 2020 12:46 PM
To: s 22
Cc: s 22
Subject: RE: MHD-3 - Pilbara Capacity Building Program - SGA Documentation [SEC=OFFICIAL]

Hi s 22
Thank you for sending the revised templates through. Everything looks good and we have commended data entry for the new agreement.
I would just like to quickly confirm Clause 13. In the attached terms and conditions template. It appears two options have been selected for Clause 13, which I have missed in the initial review. Could you please confirm which is the correct Clause that is to be used and delete the irrelevant option in the attached template?
Please let me know if you have any questions.

Thanks,

s 47F

Health Grants Establishment
Community Grants Hub - Client Operations Branch
Department of Social Services

s 47F

communitygrants.gov.au

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.

cid:image001.png@01D34BFC.DC5D7330



From: s 22

>

Sent: Friday, 10 January 2020 2:17 PM

To: s 47F

Cc: s 22

Subject: RE: MHD-3 - Pilbara Capacity Building Program - SGA Documentation [SEC=OFFICIAL]

Hi s 47F

Thank you for reviewing the grant documents.

Regarding your queries:

Commitment Approval:

- I can confirm that as the University is exempt from GST (being an educational institution), this will result in GST being Out-of-scope for this grant.

Data Sheet:

- I believe I have addressed all of your comments in the attached spreadsheet, including adjusting the performance indicators. One issue remains regarding the T&C column – I am unable to change this to 2018. Please let me know if further action is required on my end for this.

Item Text template:

- Please find attached an updated item text template, with a couple of comments added for your consideration. This includes changes to information in table E.

Please let me know should you need anything else.

Kind regards,

s 22

Suicide Prevention Section

Mental Health Division | Health Systems Policy & Primary Care Group

s 22

PO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures; and to elders both past and present.

From: s 47F

Sent: Friday, 10 January 2020 11:38 AM

To: s 22

Cc: s 47F

s 22

s 47F

Subject: RE: MHD-3 - Pilbara Capacity Building Program - SGA Documentation [SEC=OFFICIAL]

Hi s 22

Thank you for sending this request through.

I have completed the initial review of this request and would like to confirm the following points.

Commitment Approval:

1. Commitment Approval states that it is GST out of scope however data template says the Activity Tax Code is "Tax Claimable (10%)". Can you please confirm that the correct tax code is "GST Out of Scope"?

Data Sheet:

1. Please see the attached data template where I have highlighted the cells in yellow that require confirmation or amendment. I have also added comments to the cells.
2. For the performance indicator measures, unfortunately GPS has a character limit of 250 and will not allow us to enter bullet points or listing separate measures under the one target. In order to work around this we will need to separate each measure, which will result in s 47G Performance indicators. Could you please confirm to proceed with this approach or revise the performance indicators.

Item Text template:

1. Please see the attached item text template where I have highlighted points in yellow that require confirmation or amendment. I have also added comments to these points with suggestions or further clarification.

Please let me know if you have any questions.

Thanks,

s 47F

Health Grants Establishment

Community Grants Hub - Client Operations Branch

Department of Social Services

s 47F

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to elders both past and present.

cid:image001.png@01D34BFC.DC5D7330



s 22, Duplicate

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

Schedule 1: Commonwealth Standard Grant Conditions

1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

2.5 The Grantee agrees to hold the Grant in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the *Banking Act 1959* (Cth) to carry on banking business in Australia.

3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

5. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within one month after the Activity Completion Date [and at least every 12 months during the term of the Activity], the Grantee agrees to provide [a] financial statement signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

10.3 A statement under clause 10.2 must include an income and expenditure statement in relation to the Grant and the Activity for each financial year of the Agreement.

11. Repayment

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
 - (b) is additional to the requirements of the Activity;
- then the Commonwealth may by written notice:
- (c) require the Grantee to repay that amount to the Commonwealth;
 - (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
 - (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

- (a) the Grantee must do so within the time period specified in the notice;
- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records that:

- (a) detail and document the conduct and management of the Activity;
- (b) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (c) enable all receipts and payments related to the Activity to be identified and reported.

12.2 The Grantee agrees to keep the records for five years after the Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

13. Reporting, liaison and review

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements,

in relation to the Activity and any Commonwealth review or evaluation of it.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

13.4 If, at any time, a Party reasonably believes that the Activity is unlikely to fully meet the purpose of the Grant, or there are Activity risks that need to be addressed, that Party may provide written notice to the other Party setting out its reasons for that belief and proposing steps that could be taken to better achieve that purpose or address those risks. The Parties agree to work co-operatively to:

- (a) consider, and negotiate in good faith, any change proposed under this clause 13.4; and
- (b) implement any such change that is agreed by the Parties by executing a variation to this Agreement under clause 8.1.

13.5 Except to the extent the Parties agree a variation under clause 8.1, clause 13.4 does not limit any of a Party's other rights under this Agreement.

13.6 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause; and
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

16.1 The Grantee agrees to [effect and] maintain for as long as any obligations remain in connection with this Agreement:

- (a) workers compensation insurance as required by law;
- (b) adequate and appropriate public liability insurance;
- (c) insurance against any loss or damage to an asset for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants; and
- (d) any other additional insurance specified in the Grant Details.

16.2 The Grantee agrees to provide proof of insurance to the Commonwealth upon request and within the time specified in the request.

17. Intellectual property

17.1 Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

17.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

17.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.4 The licence in clause 17.3 does not apply to Activity Material.

18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

19.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or

(e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or
- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from that reduction or cancellation;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

(a) subject to the Grantee's compliance with this Agreement; and

(b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

21. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance);
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- [^any applicable provisions included from the clause bank^]; and
- Any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
 - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
 - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
 - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;but in all cases:
 - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details [and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee].
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

From: s 22
To: s 22
Subject: FW: [PS3124713] - MHD-3 - 4-DFBZ18N - Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - CL, SGA, GC & ST - 16 January 2020 [SEC=OFFICIAL]
Date: Friday, 17 January 2020 9:19:23 AM
Attachments: [image001.png](#)
[CL - 4-DFBZ18N - Curtin University.pdf](#)
[SGA - 4-DFBZ18N - Curtin University.pdf](#)
[GC - 4-DFBZ18N - Curtin University.pdf](#)
[SP - 4-DFBZ18N - Curtin University.pdf](#)
[image002.png](#)
Importance: High

FYI.

Any issues?

From: s 22

Sent: Thursday, 16 January 2020 7:34 PM

To: s 22

Cc: s 22

Subject: FW: [PS3124713] - MHD-3 - 4-DFBZ18N - Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - CL, SGA, GC & ST - 16 January 2020 [SEC=OFFICIAL]

Importance: High

Hi s 22 ,

For your action...?

Best

s 22

A/g Director – Mental Health Strategy & Workforce

Suicide Prevention & Mental Health Policy Branch - Mental Health Division
Australian Government Department of Health

s 22

GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s 47F

Sent: Thursday, 16 January 2020 6:25 PM

To: s 22

Cc: s 2
s 47F

Subject: FW: [PS3124713] - MHD-3 - 4-DFBZ18N - Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - CL, SGA, GC & ST - 16 January 2020 [SEC=OFFICIAL]

Importance: High

Hi s 22 and s 22

I'm not sure who in s 22 area is handling this agreement – so if you aren't the right person can you please forward this on.

FYI – Just a quick email to let you know that the Curtin university – Pilbara Capacity Building Program – Suicide prevention Agreement has been offered as attached by the Transitions Team. You may want to look at the deliverables on pages 6-7 of the agreement. We noted the following:

- Two of The 'Financial Acquittal Reports' are stated as 'Income and Expenditure Statements'. These would normally be part of the Performance report deliverable.
- There is a long period – between 30 Sept 2021 and 30 Sept 2022 where we don't ask for a Performance Report. Seemingly, it seems that the 'final report' will cover performance for the period 1 July 2021 to 31 December 2022?.

Anyways we just thought we would raise this with you. As the agreement has already been offered there isn't much we can do at our end.

Kind Regards

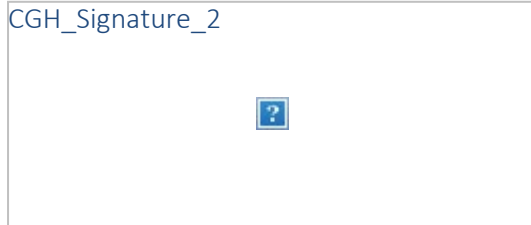
s 47F

Community Grants Hub WA State Office

s 47F

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.

CGH_Signature_2



From: s 47F

Sent: Thursday, 16 January 2020 2:09 PM

To: s 47F

Cc: s 47F

Subject: [PS3124713] - MHD-3 - 4-DFBZ18N - Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - CL, SGA, GC & ST - 16 January 2020
[SEC=OFFICIAL]

Dear s 47F,

Attached is an Agreement, Cover Letter and Terms and Conditions for the Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs activity - Activity Id: 4-DFBZ18N.

Actions Required by You

1. Print a copy of the attached Agreement and arrange to have the document signed and dated by persons authorised in your organisation to do so. Please ensure all details are completed correctly to avoid delays in the execution process, noting that any handwritten amendments need to be initialled by all parties.
2. Return all pages of the Agreement via email to: s 47F
3. Use your Unique Identifier number and square brackets [PS3124713] at the beginning of the subject line when you return the documents. This will facilitate efficient management of communication in relation to this offer.

An executed copy will be returned to you for your records within 5 business days, in electronic format. The Agreement takes effect from the date on which we sign the document.

If you are unable to sign the document within 20 business days and wish to seek an extension or to decline the offer, please contact s 47F

If your organisation is unable to return signed documentation via email, please post to:

The Department of Social Services

GPO Box 9820

Brisbane QLD 4001

Attention: Transitions team

Kind regards

S

47F

Community Grants Hub

Transitions Centre of Expertise

Delivery – Network Operations

s 47F

communitygrants.gov.au

Operating Hours: Monday to Friday, 9:00am-5:00pm AEST. Closed on Queensland Public Holidays.

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.

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THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH



Australian Government

Department of Health

Department of Health

GPO Box 9820

BRISBANE QLD 4001

s 47F

s 47F

s 47F

Curtin University

s 47F

Dear s 47F

I am pleased to offer the following Grant/s to your organisation to undertake the following Activity/ies under the following Program/s.

Note: the amounts in this table may have been rounded. For exact Milestone amount/s, see section D. Payment of the Grant.

Program	Activity Name	Grant Amount * (excl. GST)	GST (if applicable)	Total (incl. GST)
National Suicide Prevention Activities	Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - 4-DFBZ18N	\$1,700,000	\$0	\$1,700,000
Total		\$1,700,000	\$0	\$1,700,000

*This amount may include Social, Community, Home Care and Disability Services Industry Award 2010 Supplementation (SACS).

This letter, the enclosed document titled Commonwealth Standard Grant Agreement, Grant Details, Supplementary Terms from the Clause Bank (if any) and any documents incorporated by reference into this document form the Agreement. The Agreement can only be varied by written agreement between you and us.

A separate set of Grant Details, including any Supplementary Terms from the Clause Bank (if any) is provided for each Program, each set of Grant Details may contain one or more Activities. Additional Grant Details may be added to this Agreement by means of variation.

Provision of this Grant is subject to the Agreement being signed by both you and us. The Grant will be paid to you as set out in the Grant Details dependent upon your ongoing compliance with the Agreement.

This offer of a Grant does not imply any commitment to further funding.

You are provided with the Agreement, which must be copied and signed by you. The signature block is contained within the Agreement. By signing the Agreement you have agreed to enter into the Agreement.

Please send or email a scanned copy of the signed and completed Grant Agreement to the address at the top right of this letter within twenty (20) business days of the date of this letter otherwise this offer will lapse.

When we receive the signed Agreement, we will sign, date and return a copy of the Agreement to you for your organisation's records.

If you believe that you will have difficulties complying with any part of the Agreement, then you will need to resolve these before signing this Agreement. If you are uncertain about any aspects of this Agreement you should seek independent legal advice before execution.

For all enquires relating to this offer please contact s 47F

via email on:

Yours sincerely,

s 47F

s 47F

Director
QLD Centre of Expertise – Transitions
Community Grants Hub

16 January 2020

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH



Australian Government

Department of Health

**Commonwealth
Standard Grant Agreement**

between
the Commonwealth represented by
Department of Health
and
Curtin University

Grant Agreement 4-DFBZ186

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	Curtin University
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Corp State or Territory Entity
Trading or business name	Curtin University
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	99 143 842 569
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical)	Curtin University, Kent Street, BENTLEY WA 6102
Relevant business place (if different)	
Telephone	
Fax	
Email	

The Commonwealth

The Commonwealth of Australia represented by Department of Health
23 Furzer Street PHILLIP ACT 2606
ABN 83 605 426 759

Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire Agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, Agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1992 (Cth)
BY THE DEPARTMENT OF HEALTH

Grant Details

Organisation ID:	1-8X4OGC
Agreement ID:	4-DFBZ186
Schedule ID:	4-DFBZ189

A. Purpose of the Grant

The purpose of the Grant is to:

Mentally Healthy WA; who operate from Curtin University, to deliver community capacity programs across the Pilbara region. Mentally Healthy WA will expand activities through reactivating the Act-Belong-Commit campaign, which aims to strengthen the resilience, increase wellbeing, contribute to suicide prevention and lessen the impact of mental health issues in indigenous communities in Western Australia.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the National Suicide Prevention Activities program.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CFR)
BY THE DEPARTMENT OF HEALTH

Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - 4-DFBZ18N

B. Grant Activity

Reactivation and delivery of the campaign will encourage Pilbara communities to take part in protecting and promoting their own mental wellbeing and encourage organisations that provide mentally healthy activities to promote participation in those activities.

The activity proposed under the campaign includes resuming the Standing Strong Together program. The Standing Strong Together model emphasises the dependency of Social and Emotional Wellbeing on interactions with family, involvement in community activities and connections to Country and culture. Proposed program activities will build the capacity of communities to support and strengthen individual resilience, reduce stigma surrounding mental illness and encourage activities that improve mental health.

s 47G, s 47E(d)

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1	Direct Funded	Curtin University	Curtin University Kent Street BENTLEY WA 6102

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	Australia	Australia

C. Duration of the Grant

The Activity starts on 31 January 2020.

The Activity (other than the provision of any final reports) ends on 31 December 2022, which is the Activity's Completion Date.

The Agreement ends on 31 March 2023 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

D. Payment of the Grant

The total amount of the Grant is \$1,700,000.00* (GST exclusive).

A break down by Financial Year is below:

Financial Year	Amount * (excl. GST)
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s 47G

*This amount may include Social, Community, Home Care and Disability Services Industry Award 2010 Supplementation (SACS).

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

s 47G

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
Total Amount		\$1,700,000.00	\$0.00	\$1,700,000.00

s 47G

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

Taxes, duties and government charges

Refer to Clause 9. Taxes, duties and government charges.

s 47E(d), s 47G

s 47E(u), s 47G

E.1 Performance Reports

The Grantee must provide Performance Reports for the Commonwealth's approval in accordance with the Grant Activity Schedule set out in Item B and the timetable specified in Item E. The Performance Report must contain information on progress against activities including:

- whether Activities have been undertaken in accordance with the approved Activity Work Plan;
- performance against the Activity Performance Indicators set out in Item B;
- any challenges and the strategies used to address these challenges; and
- an income and expenditure statement against the approved budget in accordance with Item E.4 below.

The Grantee must submit the Performance Reports in the template specified by the Commonwealth (or another form agreed with the Commonwealth).

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

E.2 Activity Work Plan

The Grantee must provide an Activity Work Plan in a format specified by the Commonwealth in accordance with the timetable specified in Item E. The Activity Work Plan must:

- identify key planned activities for the relevant Activity Period including timeframes and Performance Indicators as described in Item B;
- follow the templates as provided by the Commonwealth;
- include a projected Budget for the grant funds identified in Item D and for the period specified in

Item E; and

- include a Risk Management Plan which identifies risks that could adversely affect the achievement of the Activity's objectives and detail mitigation strategies to address these.

The Commonwealth may require amendments to the Activity Work Plan before it is approved. Once an Activity Work Plan has been approved by the Commonwealth, the Grantee is required to perform the Activity in accordance with this Agreement, including the Activity Work Plan.

E.3 Annual Report

None Specified

E.4 Accounting for the Grant

The Performance Report must include an unaudited income and expenditure statement.

The statements must:

- record expenditure for the Activity against the approved budget; and
- be for the same period as the Performance Report.

The Grantee must provide a Financial Declaration in the template specified by the Commonwealth as required in item D.

E.5 Other Reports

Final Report

The Grantee must provide a Final Report covering the entire activity period, against the activities and Activity Performance Indicators for the Commonwealth's approval by the date specified in Item E. The Final Report must include:

- a description of actual performance against the Activity in Item B;
- performance and outcomes against the Performance Indicators in Item B;
- an overview of the project, including key achievements, the outcome of any collaboration and any challenges and the strategies used to address these; and
- an unaudited income and expenditure statement, which must:
 - record expenditure for the Activity against the approved budget; and
 - be for the same period as the Final Report.

The Final Report must meet the Commonwealth's satisfaction before the Milestone will be considered met.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	s 47F
Position	s 47F
Postal/physical address(es)	Curtin University, Kent Street, BENTLEY, WA, 6102
Business hours telephone	s 47F
Mobile	
Fax	
E-mail	

Commonwealth representative and address

Name of representative	s 47F
Position	
Postal/physical address(es)	GPO Box 9820 ADELAIDE SA 5001
Business hours telephone	s 47F
Mobile	
Fax	
E-mail	

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

G. Activity Material

Activity Material means any material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.

None Specified

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

Signatories

Organisation ID:	1-8X4OGC
Agreement ID:	4-DFBZ186

Executed as an Agreement

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

(Name of Departmental Representative)

(Signature of Departmental Representative)

.../.../.....

(Position of Departmental Representative)

(Name of Witness in full)

(Signature of Witness)

.../.../.....

Signed for and on behalf of Curtin University, ABN 99 143 842 569 in accordance with its rules, and who warrants that he/she is authorised to sign this Agreement:

(Name and position held by Signatory)

(Signature)

.../.../.....

(Name and position held by second Signatory/Name of Witness)

(Signature of second Signatory/Witness)

.../.../.....

Notes about the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required.
- If you are an **individual**, you must sign in the presence of a witness.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

Schedule 1: Commonwealth Standard Grant Conditions

Organisation ID:	1-8X4OGC
Agreement ID:	4-DFBZ186
Schedule ID:	4-DFBZ189

1. Undertaking the Activity

1.1 The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

2. Payment of the Grant

2.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

2.5 The Grantee agrees to hold the Grant in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised by the Banking Act 1959 (Cth) to carry on banking business in Australia.

3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

4. Notices

4.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's

representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

5. Relationship between the Parties

5.1 A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

9. Taxes, duties and government charges

9.1 The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and

(c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

(a) clauses 9.3(a), 9.4 and 9.5 do not apply; and

(b) the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

10. Spending the Grant

10.1 The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within one month after the Activity's Completion Date [and at least every 12 months during the term of the Activity], the Grantee agrees to provide [a] financial statement[s] signed by the Grantee verifying the Grant was spent in accordance with this Agreement.

10.3 A statement under clause 10.2 must include an income and expenditure statement in relation to the Grant and the Activity for each financial year of the Agreement.

11. Repayment

11.1 If any amount of the Grant:

(a) has been spent other than in accordance with this Agreement; or

(b) is additional to the requirements of the Activity; then the Commonwealth may by written notice:

(c) require the Grantee to repay that amount to the Commonwealth;

(d) require the Grantee to deal with that amount as directed by the Commonwealth; or

(e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

(a) the Grantee must do so within the time period specified in the notice;

(b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and

(c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

12.1 The Grantee agrees to keep financial accounts and other records that:

- (a) detail and document the conduct and management of the Activity;
- (b) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (c) enable all receipts and payments related to the Activity to be identified and reported.

12.2 The Grantee agrees to keep the records for five years after the Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

13. Reporting

13.1 The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee agrees to:

- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and
- (b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements, in relation to the Activity and any Commonwealth review or evaluation of it.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

13.4 If, at any time, a Party reasonably believes that the Activity is unlikely to fully meet the purpose of the Grant, or there are Activity risks that need to be addressed, that Party may provide written notice to the other Party setting out its reasons for that belief and proposing steps that could be taken to better achieve that purpose or address those risks. The Parties agree to work co-operatively to:

- (a) consider, and negotiate in good faith, any change proposed under this clause 13.4; and
- (b) implement any such change that is agreed by the Parties by executing a variation to this Agreement under clause 8.1.

13.5 Except to the extent the Parties agree a variation under clause 8.1, clause 13.4 does not limit any of a Party's other rights under this Agreement.

13.6 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the Privacy Act 1988 (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the Privacy Act 1988 (Cth) and the Grantee's obligations under this clause; and
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

16.1 The Grantee agrees to:

- (a) conduct a risk assessment to identify the risks associated with undertaking the Activity; and
- (b) effect and maintain adequate and appropriate insurance to mitigate the risks identified in the risk assessment prepared under clause 16.1(a).

16.2 The Grantee agrees to provide proof of insurance to the Commonwealth upon request and within the time specified in the request.

17. Intellectual property

17.1 Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

17.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

17.3 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.4 The licence in clause 17.3 does not apply to Activity Material.

18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally

the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

19.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or
- (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or
- (b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth

reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from that reduction or cancellation;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

(a) subject to the Grantee's compliance with this Agreement; and

(b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

21. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant)
- clause 11 (Repayment);
- clause 12 (Record keeping)
- clause 13 (Reporting)
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- Any applicable provisions included from the clause bank; and
- Any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

- **Commonwealth Purposes** includes the following:
 - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
 - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
 - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
 - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details [and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee].
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.

Commonwealth Standard Grant Agreement

Supplementary Provisions (Clause Bank)

Organisation ID:	1-8X4OGC
Agreement ID:	4-DFBZ186
Schedule ID:	4-DFBZ189

1. Other contributions

Not Applicable

2. Activity budget

Not Applicable

3. Intellectual property in Activity Material

Not Applicable

3A. Intellectual property - research

Not Applicable

3B. Creative Commons licence

Not Applicable

4. Access/Monitoring/Inspection

Not Applicable

5. Equipment and assets

CB5.1 In this Agreement:

Asset means any item of property purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant [, excluding Activity Material [and/,] Intellectual Property Rights [and real property]].

CB5.2 The Grantee agrees to obtain the Commonwealth's prior written approval to use the Grant to purchase any item of equipment or Asset for \$[insert] (including GST) or more, apart from those listed in the Activity Budget and/or detailed below:

(a) Not specified

CB5.3 Unless otherwise agreed in writing by the Commonwealth, the Grantee must ensure that it owns any equipment or Asset acquired with the Grant.

CB5.4 Unless to the extent the Commonwealth agrees otherwise in writing, the Grantee agrees to use the Asset for the purpose of the Activity. The Commonwealth may give its agreement subject to conditions and the Grantee must comply with any such conditions.

CB5.5 The Grantee agrees to maintain a register of all Assets with a value of \$22,000 (including GST) or more at the time of the Asset's purchase, lease, creation or bringing into existence in the

form specified below and to provide the register to the Commonwealth upon request.

Item Number	Description	Date of acquisition	Grant Contributions	Other Contributions - Grantee	Other Contributions – Third Parties	Total Cost
[insert reference]	[insert description of the equipment or asset]	[insert date]	[insert amount of Grant contributed to this item]	[insert amount of Grantees own funds contributed to this item]	[insert amount of other sources of funding contributed to this item]	[insert total amount cost of the item]

CB5.6 On expiration or termination of the Agreement, the Grantee agrees to transfer any Asset to the Commonwealth or a third party nominated by the Commonwealth or otherwise deal with the Asset as directed by the Commonwealth.

6. Specified personnel

Not Applicable

7. Relevant qualifications, licences, permits, approvals or skills

CB7.1 The Grantee agrees to ensure that personnel performing work in relation to the Activity:

- (a) are appropriately qualified to perform the tasks indicated;
- (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity [including:

[insert details of relevant activities and the qualifications, skills or other requirements of personnel performing those activities (e.g. certificate 4 etc)]; and

- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

8. Vulnerable Persons

CB8.1 In this Agreement:

Criminal or Court Record means any record of any **Other Offence**;

Other Offence means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:

- (a) an apprehended violence or protection order made against the person;
- (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;
- (c) violence against another person or the injury, but excluding the death, of another person; or
- (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);

Police Check means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;

Serious Offence means:

- (a) a crime or offence involving the death of a person;
- (b) 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;
- (c) 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
- (d) an attempt to commit a crime or offence described in (a) to (c);

Serious Record means a conviction or any finding of guilt regarding a Serious Offence; and

Vulnerable Person means 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.

CB8.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:

- (a) obtain a Police Check for that person;
- (b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
- (c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and
- (d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause CB8.2 remain current for the duration of their involvement in the Activity.

CB8.3 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:

- (a) a Serious Record; or
- (b) a Criminal or Court Record and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.

CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
- (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
- (c) the length of time that has passed since the person's charge or conviction and his or her record since that time;
- (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;
- (e) any other relevant matter,

and must ensure it fully documents the conduct and outcome of the risk assessment.

CB8.5 The Grantee agrees to notify the Commonwealth of any risk assessment it conducts under this clause and agrees to provide the Commonwealth with copies of any relevant documentation on request.

CB8.6 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

- (a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or
- (b) convicted of a Serious Offence, the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

9. Child safety

Definitions

CB9.1 In this Agreement:

Child means an individual(s) under the age of 18 years and **Children** has a similar meaning;

Child-Related Personnel means officers, employees, contractors (including subcontractors), agents and volunteers of the Grantee involved with the Activity who as part of that involvement may interact with Children;

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;

National Principles for Child Safe Organisations means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;

Relevant Legislation means Legislation in force in any jurisdiction where any part of the Activity may be carried out;

Working With Children Check or WWCC means the process in place pursuant to **Relevant Legislation** to screen an individual for fitness to work with **Children**.

Relevant checks and authority

CB9.2 The Grantee must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause 9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

National Principles for Child Safe Organisations and other action for the safety of Children

CB9.3 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe

Organisations;

(c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;

(d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause CB9.3;

(e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:

(i) the National Principles for Child Safe Organisations;

(ii) the Grantee's risk management strategy required by this clause CB9.3;

(iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;

(iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and

(f) provide the Commonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in such form as may be specified by the Commonwealth

CB9.4 With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause CB9.

CB9.5 The Grantee agrees to:

(a) notify the Commonwealth of any failure to comply with this clause CB9;

(b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause CB9; and

(c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause CB9.

10. Commonwealth Material, facilities and assistance

Not Applicable

11. Jurisdiction

CB11.1 This Agreement is governed by the law of Western Australia.

12. Grantee trustee of trust

Not Applicable

13. Fraud

Not Applicable

14. Prohibited dealings

Not Applicable

15. Anti-corruption

Not Applicable

16. Step-in rights

Not Applicable

17. Grant Administrator

Not Applicable

18. Management Adviser

Not Applicable

19. Indemnities

Not Applicable

20. Compliance with Legislation and policies

Not Applicable

21. Work health and safety

Not Applicable

22. Transition

Not Applicable

23. Corporate governance

Not Applicable

23A. Incorporation requirement

Not Applicable

24. Counterparts

Not Applicable

25. Employees Subject to SACS Decision

Not Applicable

26. Program interoperability with National Disability Insurance Scheme

Not Applicable

27. Rollover of Surplus and Uncommitted Funds

Not Applicable

28. Secret and Sacred Indigenous Material

Not Applicable

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

From: s 22
To: s 47F
Subject: RE: Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - Change of legal entity type [SEC=OFFICIAL]
Date: Friday, 7 February 2020 4:38:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[PS3141418 - DoH Update Org Request - Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs SECOFFICIAL.msg](#)
Importance: High

Hi s 47F

Org Data have advised that a change cannot be processed and that information listed on the Australian Business Register does not need to match what is on the agreement (see attached email correspondence). Please let me know if anything further is required on our end in order to progress with the rework.

Kind regards,

s 22

Suicide Prevention Section

Mental Health Division | Health Systems Policy & Primary Care Group

s 22

PO Box 9848, Canberra AC I 2601, Australia

The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures; and to elders both past and present.

From: s 47F

Sent: Friday, 7 February 2020 12:17 PM

To: s 22

Cc: s 47F

Subject: Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - Change of legal entity type [SEC=OFFICIAL]

Importance: High

Hi s 47F

In order to have Curtin Universities details updated you will need to submit the attached form to
s 47F
4 with a 'cc' to s 47F Please mark the
email request as urgent.

They should process the change today and then we will be able to issue the funding agreement offer.

Kind Regards

s 47F

Team Leader
Community Grants Hub
WA State Office

s 47F

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.

CGH_Signature_2

From: s 47F

Sent: Thursday, 6 February 2020 3:28 PM

To: s 47F

Subject: FW: [PS3124713] MHD-3 - 4-DFBZ18N - Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - Change of legal entity type [SEC=OFFICIAL]

Importance: High

Hi s 47F

FYI – this relates to exactly what we were talking about at our meeting today re ‘too many cooks in the kitchen’!!

Unfortunately, the DoH Account Manager hasn’t specified if the grant recipient cant just cross out the incorrect information (where this has been done before) – so I will have to go back to Health PPD and ask them to put the request through again with ‘other Incorporated entity’.

Kind Regards

s 47F

**Team Leader
Community Grants Hub
WA State Office**

s 47F

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CGH_Signature_2



From: s 47F

Sent: Thursday, 6 February 2020 3:17 PM

To: s 47F

Cc: s 47F

Subject: [PS3124713] MHD-3 - 4-DFBZ18N - Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - Change of legal entity type [SEC=OFFICIAL]

Importance: High

Dear s 47F

Transitions has received an email from the Suicide Prevention & Mental Health Policy Branch in the Department of Health (please see email trail below) advising that the legal entity type for

grant recipient Curtin University (GPS Organisation ID 1-8X40GC) is incorrect. The organisation is currently listed in GPS as 'Corp State or Territory Entity' when it appears it should be 'Other Incorporated Entity', as outlined in **s 22** email below.

Transitions sought advice from the DoH Account Manager, who provided the attached "How to Progress Changes to Offered Grant Agreements – Tip Sheet for FAMs". The attached tip sheet outlines the following process for actioning major changes to agreements:

1. Transitions receives a request for changes from the grant recipient and sends the rework request to the FAM.
2. The FAM or Delivery Lead (DL) liaises with the policy area and seeks approval of the changes.
3. The Policy area should forward the request and approval for rework to the Health Grants Establishment Team (HGET) at **s 47F**.
4. Once the rework is completed, HGET refer the grant agreement along with appropriate approvals back to Transitions for the offer process to recommence.
5. Transitions offers the revised agreement to the grant recipient, and copies in the FAM.
6. Once the agreement is returned to Transitions and signed, the executed a copy is provided to both the grant recipient and the FAM.

The change to the legal entity type of a grant recipient would be deemed as a major change and will require a rework of the agreement.

It would be greatly appreciated if you could please follow the process outlined above to progress a rework request for DoH Agreement **MHD-3 - 4-DFBZ18N - Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs**.

I have cc'd in the DoH Account Manager, Health Grants Establishment Team (HGET) and the Mental Health Delivery Lead team for their information.

Transitions will place the current grant agreement offer to Curtin University on hold whilst we wait for the rework to occur.

Kind regards,

s 47F

Team Leader

Community Grants Hub

Transitions Centre of Expertise

Delivery – Network Operations

E: s 47F

communitygrants.gov.au

Operating Hours: Monday to Friday, 9:00am-5:00pm AEST. Closed on Queensland Public Holidays.

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.

cid:image002.png@01D53B1F.913BD4A0



From: **s 47F**

Sent: Thursday, 6 February 2020 11:09 AM

To: s 47F

Cc: s 47F

Subject: RE: [PS3124713] ** Research Office Request 959541: 62224: Action Required: Signing of Commonwealth Grant Agreement - \$1.7 million for Mentally Healthy WA! - Query [SEC=OFFICIAL]

Hello,

Please see attached , you will need to determine whether the change is minor/major.
Kind regards

From: s 47F

Sent: Wednesday, 5 February 2020 4:51 PM

To: DOH Account Manager

Cc: s 47F
s 22

DoH Manage ;

Subject: FW: [PS3124713] ** Research Office Request 959541: 62224: Action Required: Signing of Commonwealth Grant Agreement - \$1.7 million for Mentally Healthy WA! - Query [SEC=OFFICIAL]

Importance: High

Dear DoH Account Manager,

Can I please refer the below email query for your assistance?

We will place the activity on hold until we receive your advice on whether a rework is required.

Kind regards

s 47F

Community Grants Hub

Transitions Centre of Expertise

Delivery – Network Operations

s 47F

communitygrants.gov.au

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From: s 22

Sent: Wednesday, 5 February 2020 1:39 PM

To: s 47F

Subject: RE: [PS3124713] ** Research Office Request 959541: 62224: Action Required: Signing of Commonwealth Grant Agreement - \$1.7 million for Mentally Healthy WA! - Query [SEC=OFFICIAL]

Importance: High

Good afternoon team

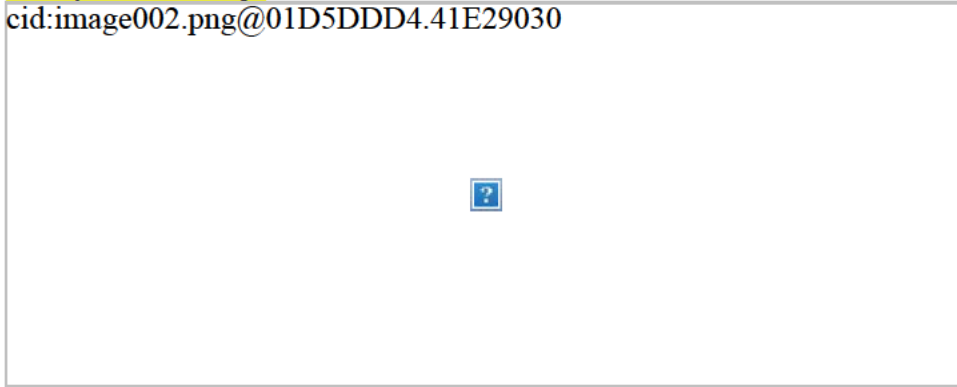
I am responding to a number of proposed changes in the correspondence below, regarding alterations from Curtin University to their grant agreement.

As pointed out by the Grantee, on page 2 of the agreement the organisation is listed as a

'Corp State or Territory Entity'.

As shown by the screenshot below, I can confirm that the organisation is in fact an 'Other Incorporated Entity'.

cid:image002.png@01D5DDD4.41E29030



In light of this, could you please advise the correct course of action to rectify this in the agreement? i.e. does this require a revised agreement to be distributed?

Regarding the other queries, we can confirm that the supplementary terms are applicable to the project. If a revised agreement is not required, we will notify the grantee that we are happy for them to alter the representative details manually on the documentation.

Kind regards,

s 22

Suicide Prevention Section

Mental Health Division I Health Systems Policy & Primary Care Group

Suicide Prevention & Mental Health Policy Branch

s 22

s 22

PO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures; and to elders both past and present.

From: s 47F

Sent: Wednesday, 5 February 2020 1:20 PM

To: s 22

Cc: s 22

Subject: FW: [PS3124713] ** Research Office Request 959541: 62224: Action Required: Signing of Commonwealth Grant Agreement - \$1.7 million for Mentally Healthy WA! - Query [SEC=OFFICIAL]

Importance: High

Hi s 22

s 22

as per my phone call.

Can you please action the below request as outlined ASAP.

Kind Regards

s 47F

Team Leader

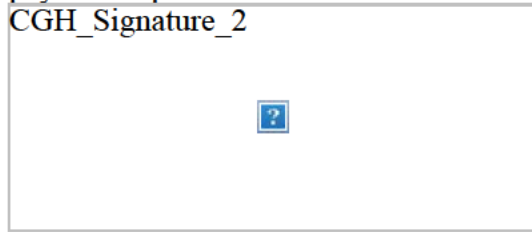
Community Grants Hub

WA State Office

s 47F

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.

CGH_Signature_2



From: s 47F

Sent: Wednesday, 5 February 2020 8:54 AM

To: s 47F

Subject: FW: [PS3124713] ** Research Office Request 959541: 62224: Action Required: Signing of Commonwealth Grant Agreement - \$1.7 million for Mentally Healthy WA! - Query [SEC=OFFICIAL]

Dear s 47F,

Please refer to the below email query from Curtin University which is out of scope for Transitions - particularly in relation to:

- On page 2 of the Commonwealth Standard Grant Agreement, I just wanted to confirm that the University is an 'Other Incorporated Entity'. Please confirm if 'Corp State or Territory Entity' is correct.
- Please advise whether the terms in the square brackets in the Supplementary Terms are applicable to this project.

Please note that you may want to advise Curtin University that we happy for them to altered the Grantee's Representative details manually on the documentation with both signatories initial next to these changes.

Can you please advise the Transitions team of the outcome in your reply to the grant recipient, by CC'ing s 47F into the e-mail response. Transitions will place this activity on hold pending outcome of the query.

Kind regards

s 47F

Community Grants Hub

Transitions Centre of Expertise

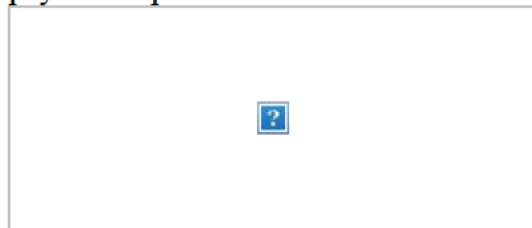
Delivery – Network Operations

E: s 47F

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From: s 47F

Sent: Tuesday, 4 February 2020 5:34 PM

To: s 47F
Cc: s 47F
s 47F

Subject: [PS3124713] ** Research Office Request 959541: 62224: Action Required: Signing of Commonwealth Grant Agreement - \$1.7 million for Mentally Healthy WA!

Hi s 47F

Apologies - the email below was to be addressed to you and not s 47F

I'll await to hear from you.

Regards

s 47F

s 47F

-----Original Message-----

Subject: Research Office Request [959541]: 62224: Action Required: Signing of Commonwealth Grant Agreement - \$1.7 million for Mentally Healthy WA!

From: s 47F

To: s 47F

CC: s 47F
s 47F

Date: 4/02/2020 3:32:27 PM

Hi s 47F

Further to the email correspondence below, Curtin University have now reviewed the agreement for this project.

Curtin is largely fine with terms and proposes the following confirmation/amendments:

In the Commonwealth Standard Grant Agreement, could you kindly amend section F of the Grant Details to indicate the correct Curtin representative who is as follows:

47

On page 2 of the Commonwealth Standard Grant Agreement, I just wanted to confirm that the University is an 'Other Incorporated Entity'. Please confirm if 'Corp State or Territory Entity' is correct.

Please advise whether the terms in the square brackets in the Supplementary Terms are applicable to this project.

I'll await to hear from you.

s 47F Regards

s 47F

-----Original Message-----

From: s 22

Sent: Friday, 24 January 2020 7:33 AM

To: s 47F

Cc: s 47F

Subject: RE: [PS3124713] - MHD-3 - 4-DFBZ18N - Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - CL, SGA, GC & ST - 16 January 2020
[SEC=OFFICIAL]

Dear s 47F

Thank you for your email.

Curtin University has up until Friday 14th February 2020 to return the signed Agreement back to Transitions.

Please note that the anticipated date for the first payment is on 31st January 2020, Transitions cannot release the payment until the Agreement is executed.

Kind regards

s
47F

Community Grants Hub
Transitions Centre of Expertise
Delivery – Network Operations

E s 47F

communitygrants.gov.au

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From: s 47F

Sent: Thursday, 23 January 2020 1:27 PM

To: Transitions

Cc: s 47F

Subject: Re: [PS3124713] - MHD-3 - 4-DFBZ18N - Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - CL, SGA, GC & ST - 16 January 2020
[SEC=OFFICIAL]

Dear s
47F

Many thanks for the information provided below.

Please note we have received your instruction and this is being processed within the University as quickly as possible.

Could you please advise if there is a deadline to have this executed? My concern is that the University can be rather slow with processing sometimes.

Kind Regards

s 47F

Sent: Thursday 16 January 2020 2:08 PM
s 22, Duplicate

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

From: s 47F
To: s 22
Subject: [PS3141418] - DoH: Update Org Request - Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs [SEC=OFFICIAL]
Date: Friday, 7 February 2020 4:26:08 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Good afternoon s 22

Your helpdesk request to update the organisation record below has **not** been completed as follows:

Party Id: 1-8X4OGC
Party Name: Curtin University

- Party Type: Corp State or Territory Entity

As discussed Curtin University is a "Corp State or Territory Entity" under the **Western Australia, Curtin University Act 1966** and as such cannot be changed to an Incorporated Association.

The Australian Business Register is not the only validation point that ODM use in our legal entity checks.

If you have any questions or encounter any issues please contact Organisation Data Management.

Kind Regards,

s 47F

Community Grants Hub
Organisation Data Management

s 47F

communitygrants.gov.au

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[CGH_Signature_2](#)



From: s 22

Sent: Friday, 7 February 2020 3:03 PM

To: s

Cc: s 47F

Subject: URGENT: Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong

Together Programs - Change of legal entity type [SEC=OFFICIAL]

Importance: High

Good afternoon

Please find attached an update organisation request form for the Grant 'Pilbara Capacity Building'.

The only change requested refers to changing the entity type on the agreement (as per the information in the email trail below).

Any issues, please let me know.

Kind regards,

s 22

Suicide Prevention Section

Mental Health Division | Health Systems Policy & Primary Care Group

s 22

The Department of Health acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures; and to elders both past and present.

s 22, Duplicate

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BY THE DEPARTMENT OF HEALTH

s 22, Duplicate

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From: s 47F
To: s 47F
Cc: s 22
Subject: RE: [PS3124713] ** Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - Change of legal entity type [SEC=OFFICIAL]
Date: Wednesday, 12 February 2020 10:45:33 AM
Attachments: [image001.png](#)
[image002.png](#)
s 22, Duplicate

[SGA - 4-DFBZ18N - Curtin University.pdf](#)

Dear s 47F

Thank you for your email.

Please manually amend this reference on the pdf SGA sent and have both signatories initial next to the amendments.

I would be grateful if you could please re-scan the complete, signed Agreement and forward it to us at s 47F as soon as possible.

Once received, we will execute the Agreement and email an electronic copy to you for your records.

Kind regards

s
47F
Community Grants Hub
Transitions Centre of Expertise
Delivery – Network Operations
E: s 47F
communitygrants.gov.au

Operating Hours: Monday to Friday, 9:00am-5:00pm AEST. Closed on Queensland Public Holidays.

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.

cid:image002.png@01D53B1F.913BD4A0



From: s 47F

Sent: Tuesday, 11 February 2020 9:16 PM

To: s 22

Cc: s 47F s 22

Subject: Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - Change of legal entity type [SEC=OFFICIAL]
(Curtin ref: RES-62224)

Hi s 22

Thank you for your email.

Since the agreement is not signed yet by either party, can I confirm if you're happy for me to make the changes on the electronic version of the agreement and then arrange for sign off by Curtin?

Alternatively, we're still happy to make the changes manually by hand, initial them, sign the agreement and then send it to you.

Please let us know what option suits you. I've attached a copy of the changes that I've highlighted on page 2 and 8 respectively.

Regards

s 47F

From: s 22

Sent: Tuesday, 11 February 2020 10:39 AM

To: s 47F

Cc: s 47F

s 22

Subject: RE: Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - Change of legal entity type [SEC=OFFICIAL]

Good afternoon s 47F

I understand that Curtin University has reviewed the grant agreement and have proposed a number of amendments.

In order to progress a re-work of the agreement, I have been advised that the Department is happy for you to manually alter the Grantee Representative details on the agreement, including the initials of two signatories next to these changes.

Once you have made these amendments, could you please distribute a copy to

s 47F

Regarding your query around the Universities entity type, I have been advised that Curtin University is a 'Corp State or Territory Entity' under the *Western Australia, Curtin University Act 1966*, and does not need to be amended in the agreement.

I can also confirm that the supplementary terms are applicable to this project.

Thank you for your patience in this process.

Kind regards,

s 22

Suicide Prevention Section

Mental Health Division I Health Systems Policy & Primary Care Group
Suicide Prevention & Mental Health Policy Branch

s 22

PO Box 9848, Canberra ACT 2601, Australia

s 22, Duplicate

s 22, Duplicate

s 22, Duplicate

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Australian Government

Department of Health

**Commonwealth
Standard Grant Agreement**

between
the Commonwealth represented by
Department of Health
and
Curtin University

Grant Agreement 4-DFBZ186

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	Curtin University
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Corp State or Territory Entity
Trading or business name	Curtin University
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	99 143 842 569
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical)	Curtin University, Kent Street, BENTLEY WA 6102
Relevant business place (if different)	
Telephone	
Fax	
Email	

The Commonwealth

The Commonwealth of Australia represented by Department of Health
23 Furzer Street PHILLIP ACT 2606
ABN 83 605 426 759

Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire Agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, Agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

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BY THE DEPARTMENT OF HEALTH

Grant Details

Organisation ID:	1-8X4OGC
Agreement ID:	4-DFBZ186
Schedule ID:	4-DFBZ189

A. Purpose of the Grant

The purpose of the Grant is to:

Mentally Healthy WA; who operate from Curtin University, to deliver community capacity programs across the Pilbara region. Mentally Healthy WA will expand activities through reactivating the Act-Belong-Commit campaign, which aims to strengthen the resilience, increase wellbeing, contribute to suicide prevention and lessen the impact of mental health issues in indigenous communities in Western Australia.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the National Suicide Prevention Activities program.

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BY THE DEPARTMENT OF HEALTH

Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - 4-DFBZ18N

B. Grant Activity

Reactivation and delivery of the campaign will encourage Pilbara communities to take part in protecting and promoting their own mental wellbeing and encourage organisations that provide mentally healthy activities to promote participation in those activities.

The activity proposed under the campaign includes resuming the Standing Strong Together program. The Standing Strong Together model emphasises the dependency of Social and Emotional Wellbeing on interactions with family, involvement in community activities and connections to Country and culture. Proposed program activities will build the capacity of communities to support and strengthen individual resilience, reduce stigma surrounding mental illness and encourage activities that improve mental health.

s 47E(d), s 47G

s 47E(d), s 47G

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1	Direct Funded	Curtin University	Curtin University Kent Street BENTLEY WA 6102

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	Australia	Australia

C. Duration of the Grant

The Activity starts on 31 January 2020.

The Activity (other than the provision of any final reports) ends on 31 December 2022, which is the Activity's Completion Date.

The Agreement ends on 31 March 2023 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

D. Payment of the Grant

The total amount of the Grant is \$1,700,000.00* (GST exclusive).

A break down by Financial Year is below:

Financial Year	Amount * (excl. GST)
----------------	----------------------

s 47G

*This amount may include Social, Community, Home Care and Disability Services Industry Award 2010 Supplementation (SACS).

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

s 47G

BSB Number
Financial Institution
Account Number
Account Name

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST	Total (incl. GST)
Total Amount		\$1,700,000.00	\$0.00	\$1,700,000.00

s 47G

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

Taxes, duties and government charges

Refer to Clause 9. Taxes, duties and government charges.

s 47E(d), s 47G

s 47E(d), s 47G

E.1 Performance Reports

The Grantee must provide Performance Reports for the Commonwealth's approval in accordance with the Grant Activity Schedule set out in Item B and the timetable specified in Item E. The Performance Report must contain information on progress against activities including:

- whether Activities have been undertaken in accordance with the approved Activity Work Plan;
- performance against the Activity Performance Indicators set out in Item B;
- any challenges and the strategies used to address these challenges; and
- an income and expenditure statement against the approved budget in accordance with Item E.4 below.

The Grantee must submit the Performance Reports in the template specified by the Commonwealth (or another form agreed with the Commonwealth).

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

E.2 Activity Work Plan

The Grantee must provide an Activity Work Plan in a format specified by the Commonwealth in accordance with the timetable specified in Item E. The Activity Work Plan must:

- identify key planned activities for the relevant Activity Period including timeframes and Performance Indicators as described in Item B;
- follow the templates as provided by the Commonwealth;
- include a projected Budget for the grant funds identified in Item D and for the period specified in

Item E; and

- include a Risk Management Plan which identifies risks that could adversely affect the achievement of the Activity's objectives and detail mitigation strategies to address these.

The Commonwealth may require amendments to the Activity Work Plan before it is approved. Once an Activity Work Plan has been approved by the Commonwealth, the Grantee is required to perform the Activity in accordance with this Agreement, including the Activity Work Plan.

E.3 Annual Report

None Specified

E.4 Accounting for the Grant

The Performance Report must include an unaudited income and expenditure statement.

The statements must:

- record expenditure for the Activity against the approved budget; and
- be for the same period as the Performance Report.

The Grantee must provide a Financial Declaration in the template specified by the Commonwealth as required in item D.

E.5 Other Reports

Final Report

The Grantee must provide a Final Report covering the entire activity period, against the activities and Activity Performance Indicators for the Commonwealth's approval by the date specified in Item E. The Final Report must include:

- a description of actual performance against the Activity in Item B;
- performance and outcomes against the Performance Indicators in Item B;
- an overview of the project, including key achievements, the outcome of any collaboration and any challenges and the strategies used to address these; and
- an unaudited income and expenditure statement, which must:
 - record expenditure for the Activity against the approved budget; and
 - be for the same period as the Final Report.

The Final Report must meet the Commonwealth's satisfaction before the Milestone will be considered met.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	s 47F
Position	s 47F
Postal/physical address(es)	Curtin University, Kent Street, BENTLEY, WA, 6102
Business hours telephone	s 47F
Mobile	
Fax	
E-mail	

Commonwealth representative and address

Name of representative	s 47F
Position	s 47F
Postal/physical address(es)	GPO Box 9820 ADELAIDE SA 5001
Business hours telephone	s 47F
Mobile	
Fax	
E-mail	

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

G. Activity Material

Activity Material means any material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.

None Specified

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BY THE DEPARTMENT OF HEALTH

Signatories

Organisation ID:	1-8X4OGC
Agreement ID:	4-DFBZ186

Executed as an Agreement

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

(Name of Departmental Representative)

(Signature of Departmental Representative)

....../....../.....

(Position of Departmental Representative)

(Name of Witness in full)

(Signature of Witness)

....../....../.....

Signed for and on behalf of Curtin University, ABN 99 143 842 569 in accordance with its rules, and who warrants that he/she is authorised to sign this Agreement:

(Name and position held by Signatory)

(Signature)

....../....../.....

(Name and position held by second Signatory/Name of Witness)

(Signature of second Signatory/Witness)

....../....../.....

Notes about the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required.
- If you are an **individual**, you must sign in the presence of a witness.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.

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From: s 47F
To:
Subject: [PS3124713] ** Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - Change of legal entity type [SEC=OFFICIAL]
Date: Thursday, 13 February 2020 10:07:00 AM
Attachments: [image001.png](#)
[image002.png](#)

Dear s 47F

Please see the below extension request from Curtin University regarding 4-DFBZ18N for your action and response.

Please advise the Transitions team of the outcome in your reply to the grant recipient, by CC'ing s 47F into the e-mail response.

Kind regards

s
47F
Community Grants Hub
Transitions Centre of Expertise
Delivery – Network Operations
E s
4
communitygrants.gov.au

Operating Hours: Monday to Friday, 9:00am-5:00pm AEST. Closed on Queensland Public Holidays.

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.

cid:image002.png@01D53B1F.913BD4A0



From: s 47F

Sent: Wednesday, 12 February 2020 4:30 PM

To: Transitions

Cc: s 22

Subject: RE: [PS3124713] ** Curtin University - Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - Change of legal entity type [SEC=OFFICIAL]

Hi s 47F

Thanks for the update- we will complete the needful.

I wished to request for an extension of the deadline to get the contract signed to 19 February 2020.

We are currently finalising internal approvals to the project costing and scope, and the Curtin delegate able to sign off on this agreement is available to sign off from next week. Kindly let me know if the new proposed date would suffice.

Regards

s 47F

s 47F

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From: s 47F
To: s 22
Cc: s 47F
Subject: Re: Curtin University covid-19 grant implications [SEC=OFFICIAL]
Date: Wednesday, 25 March 2020 1:43:41 PM
Attachments: [image001.png](#)

Hi s 22

Hope you are keeping well in light of the events unfolding related to COVID-19.

Sorry I missed your call yesterday, I thought I might send through the email query as you suggested and then perhaps we can follow up on phone if easier?

I have a query/issue regarding the submission of activity workplan for National Suicide Prevention Activities: Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - 4-DFBZ18N

The State Government of Western Australia has declared a State of Emergency for Western Australia due to COVID-19. As far as I know, the State Government of Western Australia has two plans in place: an updated pandemic plan <https://www.wa.gov.au/government/publications/western-australian-government-pandemic-plan>; and a State of Emergency Declarations and Directions [COVID-19 State of Emergency](#)

As a result, a number of measures are now in place and some of these affect high risk groups and regional and remote communities, including those we plan to communicate with and engage as per our Agreement.

With this in mind, our original Activity work plan to 30 June 2020 is no longer viable. For example, the recruitment and selection of appropriately qualified staff in the region to deliver the Program will be delayed, and the way in which the Program can be delivered in the short to medium term may have to change significantly.

Given the current uncertain circumstances regarding COVID-19, I was ringing to ask your advice in these strange times, and if it were possible to request an extension on the submission of the Activity Workplan until at least 15 May 2020. We also have not received payment 1, noting the funding contract has only recently been formally executed; this may also help inform your answer and we also seek clarification when Payment 1 will be made to the University.

Please note I have included my colleagues s 47F and s 47F to ensure more than one team member is kept abreast of important information in these strange times.

I thank you for your time and consideration in advance.

Kind Regards

s 47F

From: s 22

Sent: Tuesday, 24 March 2020 11:50 AM

To: s 47F

Subject: Curtin University covid-19 grant implications [SEC=OFFICIAL]

Good afternoon s 47F

Just touching base r.e your call earlier today regarding the Mentally Healthy WA grant and COVID-19 query.

I'm about to step into a number of meetings but will try to get in contact again later this afternoon.

Please don't hesitate to flick me an email if your query can be addressed that way – might be easier at this stage!

Kind regards,

s 22

Suicide Prevention Section

Mental Health Division | Health Systems Policy & Primary Care Group
Suicide Prevention & Mental Health Policy Branch

s 22

PO Box 9848, Canberra ACT 2601, Australia

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From: s 47F
To: s 22
Cc: s 22 s 22
Subject: RE: National Suicide Prevention Activities [SEC=OFFICIAL]
Date: Friday, 27 March 2020 5:00:17 PM
Attachments: [image001.png](#)
[image002.png](#)

Hi s 22

Thank you for your advices below.

Payment 1 was released to Curtin University on 20/02/2020 for s 47G

Are you able to 'cc'

me in to your response to Curtin University?.

Kind Regards

s 47F

Team Leader
Community Grants Hub
WA State Office

s 47F

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.

CGH_Signature_2



From: s 22
Sent: Friday, 27 March 2020 12:00 PM
To: s 47F
Cc: s 47F ; s 22
Subject: FW: National Suicide Prevention Activities [SEC=OFFICIAL]
Hi s 47F

I hope you are well too in light of the current events.

Thanks so much for getting in touch. We have also had feedback from some of our other projects regarding the challenges they are experiencing with the delivery of services in light of COVID-19.

We are looking to maintain a supportive and flexible approach in discussions with projects. We understand that many organisations are completing activities where possible (under the current environment and restrictions in place) and are also looking at alternative ways if there are any to continue to support service delivery. With this in mind, we would be comfortable with allowing extensions to the delivery of initial activity work plans and revisions to those that have already been distributed.

We have mentioned to the organisations that ongoing communication is important at this time, and we would appreciate it if they could continue raising any issues they encounter in relation to delivering activities under the agreement. Given the challenges, we are also happy to engage in discussions regarding amending activities or payments under the agreement, where

this may be necessary.

I have also attached a request sent directly to our team from one of the organisations you mentioned below (Curtin University). We are comfortable with allowing an extension of the Activity Work Plan to **15 May 2020**, as per their request. Could you please provide advice as to when Payment 1 will be made to the University? We are happy to go directly back to the organisation with this advice.

Please feel free to get in contact should you have any further questions.

Kind regards,

s 22

Director – Suicide Prevention Section

Mental Health Division

Suicide Prevention and Mental Health Policy Branch

s 22

GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s 47F

Sent: Wednesday, 25 March 2020 1:04 PM

To: s 22

Cc: s 47F

Subject: National Suicide Prevention Activities [SEC=UNOFFICIAL]

Importance: High

Hi s 22

Hope things are well with you.

In light of COVID-19 the following organisations are unable to complete their core activities:

s 22

- Curtin University

Accordingly, can we please seek Health PPD's advices/position with regards to this?

Kind Regards

s 47F

Team Leader

Community Grants Hub

WA State Office

s 47F

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.

CGH_Signature_2



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BY THE DEPARTMENT OF HEALTH

From: s 47F
To: s 47F s 22
Cc: s 47F
Subject: Re: Curtin University covid-19 grant implications [SEC=OFFICIAL]
Date: Wednesday, 1 April 2020 10:59:13 AM
Attachments: [image001.png](#)
[image002.png](#)

Dear all,

Many thanks for your kindness and consideration of our requests.

The below is noted with thanks.

Kind Regards

s 47F

From: s 47F
Sent: Monday, 30 March 2020 3:55 PM
To: s 47F
Cc: s 47F
Subject: RE: Curtin University covid-19 grant implications [SEC=OFFICIAL]
Thank you so much s 47F, I appreciate you following this up.
Have a lovely evening.

s 47F

From: s 47F
Sent: Monday, 30 March 2020 3:15 PM
To: s 47F
Cc: s 47F
Subject: RE: Curtin University covid-19 grant implications [SEC=OFFICIAL]
Importance: High
Hi s 47F

Thanks for your email. I have requested this for you and should be able to forward it to you in the next week or so.
Kind Regards

s 47F

Team Leader
Community Grants Hub
WA State Office

s
47F

The Department of Social Services acknowledges the traditional owners of country throughout Australia, and their continuing connection to land, water and community. We pay our respects to them and their cultures, and to Elders both past and present.

CGH_Signature_2



From: s 47F

Sent: Monday, 30 March 2020 8:12 AM

To: s 47F

Cc: s 47F

Subject: FW: Curtin University covid-19 grant implications [SEC=OFFICIAL]

Good morning s 47F

I hope you are keeping well in the midst of this current public health crisis.

In the below email, s 22 indicated that the payment for our grant was released on 20th February 2020. I was wondering if you could please forward me the remittance advice so that I can claim this payment through our bank accounts.

I look forward to hearing from you.

s 47F

From: s 22

Sent: Monday, 30 March 2020 6:49 AM

To: s 47F

Cc: s 47F

s 22

Subject: RE: Curtin University covid-19 grant implications [SEC=OFFICIAL]

Good morning s 47F

I hope you and the team are well too, in light of the current events.

Thank you for getting in contact and for raising your concerns regarding issues your team might encounter in relation to COVID-19 and delivering activities under the agreement. Ongoing communication at this time is important, and I encourage you to continue reaching out should you encounter any additional problems.

We have no issues allowing an extension of the Activity Work Plan to **15 May 2020**. We are cognisant of the how the current environment will affect the manner in which programs will be delivered in the short and medium-term.

Regarding the status of **Payment 1**, s 47F from the Community Grants Hub has advised that Payment 1 was released on 20/02/2020. Please feel free to contact s 47F if you have any queries around this payment – his email is cc'd at s 47F

Unfortunately I have no further advice at this stage to provide, however I would like to thank you for reaching out. Should I receive any information that would be of assistance, I will let you know as soon as I can. Please feel free to reach out should you have any further questions.

Kind regards,

s 47F

Suicide Prevention Section

Mental Health Division I Health Systems Policy & Primary Care Group
Suicide Prevention & Mental Health Policy Branch

s 47F

PO Box 9848, Canberra ACT 2601, Australia

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s 22, Duplicate

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From: s 47F
To: s 22
Cc: s 47F s 22 s 47F
Subject: Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs [SEC=No Protective Marking]
Date: Friday, 8 May 2020 6:18:19 PM
Attachments: [image003.jpg](#)
[Activity Report Letter 4-DFBZ18N 8 May 2020.pdf](#)

Dear s 22

Please find attached the Activity Report letter on the "Contract 4-DFBZ18N – National Suicide Prevention Activities: Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs." Please contact me directly by email or mobile s 47F to discuss further.

Yours Sincerely

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s 22

Mental Health Division, Health Systems Policy & Primary Care Group
Suicide Prevention & Mental Health Policy Branch

s 22

PO Box 9848, Canberra ACT 2601, Australia

8 May 2020

Dear s 22

**RE: Contract 4-DFBZ18N – National Suicide Prevention Activities:
Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs**

I write regarding the Activity Report for 4-DFBZ18N, for the period to 30 June 2020.

As per the email dated 25 March 2020 sent by my colleague s 47F, the uncertain circumstances regarding COVID-19 have resulted in several measures (including intrastate regional border closures) and state based declarations under the Emergency Management Act 2005 (WA) [section 67](#) and the Public Health Act 2016 to isolate and protect high risk groups, and regional and remote communities in Western Australia. The directions prohibit entering land within the boundaries of Remote Aboriginal Communities except for essential services. The areas include those we plan to communicate and engage with as per our Agreement.

s 47G

We have received payment 1 with thanks, and I write to assure you the funds have been committed to the delivery of 4-DFBZ18N, s 47G

. Given the possible impacts of COVID-19 on the mental, social and emotional health of the community, we have chosen to engage in a more intensive formative process, by consulting with local communities and investigating how our projects can positively influence mental health under these unprecedented circumstances.

s 47E(d), s 47G

Due to the COVID isolation requirements, we are all currently working from home. I have left a message on your answering machine to discuss this letter. I can be contacted via email or my personal mobile (below) as I do not have a work telephone number yet. Looking forward to hearing from you.

Yours Sincerely

s 47F

cc: s 22, s 47F, s 22



Curtin University

s 47E(d), s 47G

s 47E(d), s 47G

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s 47E(d), s 47G



Curtin University

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From: s 22
To:
Subject: RE: Curtin Uni Grant email [SEC=OFFICIAL]
Date: Monday, 11 May 2020 1:02:11 PM
Attachments: [image001.png](#)
[image002.jpg](#)

Hi s 22

Many thanks for this as well.

Happy for you to respond with your email below. Is there a need to let s 47F know at DSS that we will be responding or do you think a cc will be ok?

s
??
s 22

Director – Suicide Prevention Section

Mental Health Division

Suicide Prevention and Mental Health Policy Branch
Australian Government Department of Health

s 22

GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s 22

Sent: Monday, 11 May 2020 11:46 AM

To: s 22

Subject: RE: Curtin Uni Grant email [SEC=OFFICIAL]

Hi s 22

Curtin University (Mentally Healthy WA) got in contact last Friday, detailing how Covid-19 has affected the delivery of their program.

Essentially, WA-based pandemic restrictions on travel to remote communities means that the organisation has had to s 47G . They detail this quite clearly in the attached letter. I also have no issues with the provided activity report, given the circumstances.

Are you comfortable with me responding with the below? Happy to chat further about this.

Thanks,

s 22

Hi s 47F

I hope you are well.

Thank you for getting in contact and for providing the first Activity Report.

We note the information in your letter details how the pandemic-related restrictions are affecting activities under your organisation's grant agreement, and that you have chosen to engage in a more intensive formative process under these circumstances.

Thank you for providing the first Activity Report – there are no concerns from our perspective.

We greatly appreciate you communicating this information to us and will make sure to be in contact should we receive any information that would be of assistance. Again, we would encourage you to reach out should you encounter any additional problems.

Kind regards,

s 22

Suicide Prevention Section

s 22

s 22

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From: s 22
To: s 47F
Cc: s 22 s 47F
Subject: RE: Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs [SEC=OFFICIAL]
Date: Monday, 11 May 2020 1:12:00 PM
Attachments: [image001.png](#)
[image002.jpg](#)

Hi s 47F

I hope you and the team are well.

Thank you for getting in contact and for providing the first Activity Report.

We note the information in your letter details how the pandemic-related restrictions are affecting activities under your organisation's grant agreement, and that you have chosen to engage in a more intensive formative process under these circumstances.

Thank you for completing the first Activity Report – there are no concerns from our perspective.

We greatly appreciate you communicating this information to us and will make sure to be in contact should we receive any information that would be of assistance. Again, we would encourage you to reach out should you encounter any additional problems.

Kind regards,

s 22

Suicide Prevention Section

Mental Health Division | Health Systems Policy & Primary Care Group

s 22

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From: s 47F
To: s 22
Cc: s 22 s 47F
Subject: RE: Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs [SEC=OFFICIAL]
Date: Monday, 11 May 2020 1:18:57 PM
Attachments: [image003.jpg](#)
[image004.png](#)
[image005.jpg](#)

Dear s 22

Thank you for your quick response. I just wanted to follow-up regarding the second activity report due on 15 May 2020. I would like to ask for an extension for that report until 15 August 2020 to coincide with the due dates for the Performance Report and Financial Acquittal.

Thank you in advance

Yours Sincerely

s 47F

s 47F

Curtin University

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From: s 22
To: s 22
Subject: RE: Pilbara grant programs AWP extension request [SEC=OFFICIAL]
Date: Tuesday, 12 May 2020 1:48:41 PM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.jpg](#)

Hi s 22 – I don't have any concerns, but is it worth checking with s 47F to make sure there are no DSS Grant Hub issues?
Thanks

s
22

From: s 22

Sent: Tuesday, 12 May 2020 11:43 AM

To: s 22

Subject: RE: Pilbara grant programs AWP extension request [SEC=OFFICIAL]

Hi s 22

Regarding the below - I don't see any issues with granting an extension for the second activity report? I'm sure it'd be quite difficult to develop an AWP for the next 6 months right now!

Let me know if you have any further thoughts/issues and I can get back to s 47F on our behalf.

Also apologies for missing this morning's meeting – I'll get s 22 to fill me in.

Thanks,

s 22

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From: s 22
To: s 47F
Subject: RE: Pilbara grant programs AWP extension request [SEC=OFFICIAL]
Date: Tuesday, 12 May 2020 3:22:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.jpg](#)
[image004.jpg](#)

Hi s 47F

Thanks for your response & confirmation. I'll respond to s 47F shortly.

Cheers,

s 22

From: s 47F
Sent: Tuesday, 12 May 2020 2:43 PM
To: s 22
Subject: FW: Pilbara grant programs AWP extension request [SEC=OFFICIAL]

Hi s 22

By way of introduction and due to COVID-19 priorities, I am currently working on the Curtin Uni – Pilbara grant program and agree to the extension given where everything is at, at the moment. Could you please respond to s 47F – appreciated.

Cheers s 47F

s 47F

Funding Arrangement Manager
Community Grants Hub

WA State Office

Department of Social Services

s 47F

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From: s 47F
Sent: Tuesday, 12 May 2020 12:28 PM
To: s 47F
Subject: FW: Pilbara grant programs AWP extension request [SEC=OFFICIAL]

Hi BAU team

Can you please respond to Healths email below?.

Kind Regards

s 47F

Team Leader
Health Grants Establishment Team - West
Department of Social Services

s 47F

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CGH_Signature_2

From: s 47F

Sent: Tuesday, 12 May 2020 12:26 PM

To: s 47F

Subject: RE: Pilbara grant programs AWP extension request [SEC=OFFICIAL]

Hi s 47F

I hope you are well.

Regarding the below request – our section has no issues extending the next AWP, given the current circumstances.

Just wanted to touch base to see if there are any issues from your team's end on granting the extension? We are also happy to respond to s 47F directly once confirmed, if that works for you?

Kind regards,

s 22

Suicide Prevention Section

Mental Health Division | Health Systems Policy & Primary Care Group
Suicide Prevention & Mental Health Policy Branch

s 22

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From: s 22
To: s 47F
Cc: s 22 s 47F
Subject: RE: Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs [SEC=OFFICIAL]
Date: Tuesday, 12 May 2020 3:30:00 PM
Attachments: [image001.png](#)
[image004.jpg](#)
[image005.jpg](#)

Good afternoon s 47F

Given the circumstances, we are happy to provide an extension for the second Activity Report to coincide with the due dates for the Performance Report and Financial Acquittal (15 August).

Kind regards,

s 22

Suicide Prevention Section

Mental Health Division | Health Systems Policy & Primary Care Group
Suicide Prevention & Mental Health Policy Branch

s 22

PO Box 9848, Canberra ACT 2601, Australia

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From: s 47F
To: s 47F
Cc: s 22
Subject: National Suicide Prevention Activity: Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs - activity ID 4-DFBZ18N [SEC=OFFICIAL]
Date: Friday, 18 September 2020 4:25:23 PM
Attachments: [image001.png](#)

Hi s 47F

Thank you for delivering the following National Suicide Prevention Activity reporting deliverables to the Community Grants Hub:

- 2019-20 Performance Report January – June 2020
- 2020-21 Activity Work Plan and Budget

I am pleased to let you know these deliverables have been assessed and accepted by the Community Grants Hub on behalf of the Department of Health

Thank you also for providing the 2019-20 Financial Acquittal Report Although this deliverable has not yet been assessed, s 47F has previously advised you any unexpended 2019-20 grant funds are approved for carry forward to 2020-21 for expenditure

Best wishes with implementing the activity in a post COVID Pilbara

Kind regards

S

s 47F
Funding Agreement Manager
Community Grants Hub
WA State Office

s 47F

CGH_Signature_2



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From: s 22
To: s 22
Subject: FW: Phase 2 of Pilbara Activities Capacity Building and Standing Strong Together Programs - 4-DFBZ18N [SEC=OFFICIAL]
Date: Wednesday, 7 July 2021 10:14:41 AM
Attachments: [Activity Report Letter Work Plan May 2021 \(002\).docx](#)
Importance: High

FYI

From: s 47F

Sent: Tuesday, 6 July 2021 5:00 PM

To: s 22

Subject: FW: Phase 2 of Pilbara Activities Capacity Building and Standing Strong Together Programs - 4-DFBZ18N [SEC=OFFICIAL]

Importance: High

Hi s 22

Please see attached Activity work plan as requested.

As noted in our phone call - we have had a discussion with s 47F on 1 July where we communicated our concerns regarding the delays in the project. s 47F both agreed to the concerned and advised they wish to request an extension to complete their deliverables. We are expecting the submission by the end of this week and depending on the outcome of that request, their AWP may need to be revised accordingly.

Contacts:

s 47F

Kind Regards

s 47F

Funding Arrangement Manager

WA Health Grants

Department of Social Services

s 47F

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From: s 47F
To: s 22
Subject: FW: Follow-up letter [SEC=OFFICIAL]
Date: Wednesday, 14 July 2021 3:17:55 PM
Attachments: [image001.jpg](#)
[Mentally Healthy WA - Activity 12_7_21.pdf](#)

Hi s 22

My name is s 47F from the Community Grants Hub. I have also been speaking with s 47F regarding their grant which may have confused her a little as to who she should be talking to.

When you have a moment, can you please give me a call to discuss our involvement with this grant.

Thank you.

Kind Regards

s 47F

Funding Arrangement Manager
WA Health Grants
Department of Social Services

s 47F

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From: s 47F
Sent: Tuesday, 13 July 2021 11:17 AM
To: s 22
Cc: s 47F
Subject: Follow-up letter

Dear s 47F

Thanks for your conversation. As discussed, here is the update that I provided to s 47F (who I have ccd into the email).

Yours Sincerely

s 47F

s 47F

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s 47F

Funding Arrangement Manager
WA Health Grants
Department of Social Services

s 47F

12 July 2021

Dear s 47F

Re: 4-DFBZ18N Phase 2 of Pilbara Capacity Building and Standing Strong Together Programs

s 47G



s 47F, s 47G



s 47G

Several resources have been updated or completed and there are some new materials available:

- Donovan RJ, Murray L, Hicks J, Nicholas A, Anwar-McHenry J. Developing a culturally appropriate branding for a social and emotional wellbeing intervention in an Aboriginal community. Health Promot J Austr. 2018;29(3):314-320. doi: 10.1002/hpja.46. Epub 2018 Mar 23. PMID: 29569768. The co-authors include Lesley Murray (Curtin) and Jolleen Hicks from Aboriginal Insights, Roebourne, WA.

s 47G

Other relevant website links:

- [Words to live by video testimonial series](#) launched in 2021 (featuring Yued Noongar woman Doris Hill)
- Revitalised [Act Belong Commit campaign](#) website.

[REDACTED]

I have also included the links to the previous [Pilbara Capacity Building Project](#) and the [Standing Strong Together community intervention](#) in Roebourne.

We are seeking an extension for the Program within the original budget. We would appreciate the opportunity to continue our engagement with you to develop the extension proposal in more detail.

If you would like further information, please contact me directly on Email:
s 47F

Yours Sincerely

s 47F

s 47F
s 47F

- Pilbara Population Health, Port Hedland, WA Community Health Services (WACHS)
- Pilbara Population Health, South Hedland, WA Community Health Services (WACHS)
- Pilbara Population Health, Karratha, WA Community Health Services (WACHS)
- Shire of East Pilbara
- Nintirri Centre, local not-for-profit enterprise organisation, based in Tom Price.

Community partners:

- Hedland Well Women's Centre support for women - physical, emotional, social and mental health.
- Karratha Central Healthcare not-for-profit health service provider, allied health services and programs
- Pitter Pat Productions (community theatre company)
- Dampier Tennis Club

Mentally Healthy WA Schools Program members

- Karratha Primary School
- Karratha Senior High School
- Paraburdoo Primary School
- Tom Price Primary School
- Wickham Primary School

State-wide partners

- Council on the Aging WA (COTA WA)
- EdConnect
- Foodbank WA

Note: Each partner organisations works with other community groups to deliver their programs and thus the program reach is extended and opportunities exist for collaboration and co-design.

Statewide campaign funders:

- The Mental Health Commission
- Healthway
- Perron Institute (School Program)

From: [GLEESON, Emma](#)
To: [s 22](#)
Subject: \$3.2 MILLION TO PREVENT YOUTH SUICIDE IN FIRST NATIONS COMMUNITIES [SEC=OFFICIAL]
Date: Thursday, 4 April 2019 12:27:32 PM
Attachments: [\\$3.2 MILLION TO PREVENT YOUTH SUICIDE IN FIRST NATIONS COMMUNITIES.docx](#)

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\$3.2 MILLION TO PREVENT SUICIDE IN FIRST NATIONS COMMUNITIES

An additional \$3.2 million is being invested in five programs designed to build the resilience of First Nations people, following incidents of youth suicide in remote Queensland and Western Australia.

The programs will run over three years and include activities organised by Mentally Healthy WA, the Black Dog Institute, Walkeystack International and Karratha Central Healthcare.

Programs will run in regional and remote areas of Australia, particularly in the West Pilbara region of Western Australia.

The focus will be on supporting vulnerable and at-risk Aboriginal youth, teens and senior people.

Participants will be encouraged to take part in activities that are good for their mental health such as Aboriginal music cultural events and a range of community activities.

Objectives will include reducing any stigma surrounding mental illness, along with strengthening community ties so that vulnerable individuals have backup support.

The Australian Government remains committed to the mental health of all Australians.

In the 2019-20 Budget mental health funding was boosted by \$736.6 million, with \$461.1 million going to initiatives aimed at addressing youth mental health and suicide prevention.

From: [GLEESON, Emma](#)
To: s 22
Cc: s 22
Subject: FW: s 22 - Indigenous Mental Health Funding proposals [SEC=OFFICIAL]
Date: Monday, 1 April 2019 2:00:44 PM
Importance: High

It sounds like this has been signed. I think we can expect comms request shortly.

Emma

From: s 47F
Sent: Monday, 1 April 2019 11:15 AM
To: s 47F
Cc: s 47F ; s 22 ; s 47F ; Gleeson, Emma
Subject: s 22 - Indigenous Mental Health Funding proposals [SEC=UNOFFICIAL]
Importance: High
DLOs – can we please have one media release that picks up on s 22
s 22 and s 47F for your media report please.

Thanks

s 47F | Senior Adviser

Office of the Hon Ken Wyatt AM, MP

Minister for Senior Australians and Aged Care

Minister for Indigenous Health

s 47F

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From: [GLEESON, Emma](#)
To: s 22
Cc: s 22 s 47F
Subject: FW: Indigenous Proposals Table - suicide prevention \$5million [SEC=OFFICIAL]
Date: Tuesday, 26 March 2019 11:40:43 AM
Attachments: [Indigenous Proposals Table.docx](#)

Hi s 47F

We are in the process of sending a MinSub up to Minister Wyatt (today probably) on some ad hoc Indigenous mental health/suicide prevention proposals. Most of them don't lend themselves to a 'program' of activity as they are located in specific areas, however, the s 22 does – so you may want to grab that one of the list as part of the \$5million.

Emma

From: s 22
Sent: Tuesday, 26 March 2019 11:07 AM
To: Gleeson, Emma
Subject: Indigenous Proposals Table [SEC=OFFICIAL]

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Table 1: Proposal outlines and initial assessments – Indigenous mental health proposals March 2019

s 47G

	Name of organisation	Short Description of proposal	Funds Requested	Assessment against Health Outcomes and Priorities	Total Funding \$m
The Pilbara Capacity Building Project - Act-Belong-Commit	Mentally Healthy WA	The Pilbara Capacity Building Program aims to build community capacity within regional and remote communities by establishing a Act-Belong-Commit framework.	\$1million over 3 years	The proposed program activities will strengthen the resilience, increase wellbeing, contribute to suicide prevention and lessen the impact of mental health issues in indigenous communities in Western Australia. The funding will be used to activate the Act-Belong-Commit Campaign to engage people living in regional and remote areas to build capacity within the aboriginal communities.	1.000
Standing Strong Together Program (Roebourne)	Mentally Healthy WA	The Standing Strong together Program (Roebourne) aims to resume a culturally appropriate Act-Belong-Commit campaign in Roebourne, WA.	\$700,000 over 3 years	The Standing Strong Together model emphasises the dependency of Social and Emotional Wellbeing on interactions with family, involvement in community activities and connections to Country and culture. Proposed program activities will build the capacity of communities to support and strengthen individual resilience; reduce stigma surrounding mental illness and encourage activities that improve mental health.	0.700

s 47G

s 22

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From: s 22
To: s 22
Subject: minsub projects table [SEC=OFFICIAL]
Date: Friday, 22 March 2019 10:26:08 AM
Attachments: [Copy of Indigenous Suicide Prevention Proposals.xlsx](#)

s 22 ,

I have tidied this up, particularly the Act-Bellog-Commit project – you might want to confirm I've got it right.

s 22

s 22

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Name of organisation	Short Description of proposal	Organisation background	Funds Requested	Assessment against Health Outcomes and Priorities	Rated	Total Funding \$'millions
Mentally Healthy WA	The Pilbara Capacity Building Program aims to build community capacity within regional and remote communities by establishing a Act-Belong-Commit framework.	Mentally Healthy WA is run through Curtin University	\$1million over 3 years	The proposed program activities will stengthen the resilience, increase wellbeing, contribute to suicide prevention and lessen the impact of mental health issues in indigenous communities in Western Australia. The funding will be used to activate the Act-Belong-Commit Campaign to engage people living in regional and remote areas to build capacity within the aboriginal communities.	Suitable	\$ 1.000
Mentally Healthy WA	The Standing Strong together Program(Roebourne) aims to continue to develop a culturally appropriate Act-Belog-Commit framework in Rourbourne.	Mentally Healthy WA is run through Curtin University	\$700,000 over 3 years	The Standing Strong Together model emphasises the dependency of Social and Emotional Wellbeing on interactions with family, involvement in community activities and connections to Country and culture. The proposed program activities will build capacity of communities to support and strengthen individual resilience; reduce stigma surrounding mental illness and encourage activities that improve mental health.	Suitable	\$ 0.700

s 22

From: s 22
To:
Cc:
Subject: Indigenous Suicide Prevention Proposals.xlsx [SEC=UNOFFICIAL]
Date: Thursday, 21 March 2019 12:20:34 PM
Attachments: [Indigenous Suicide Prevention Proposals.xlsx](#)

Hi s 22

Please find attached the spreadsheet that we will attach to the Min Sub

Thanks

s 22

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Name of organisation	Short Description of proposal	Organisation background	Funds Requested	Assessment against Health Outcomes and Priorities	Rated
Mentally Healthy WA	The funding will be used to employ a full-time project manager for Western Australia. The role will be to build capacity within the aboriginal communities to deliver the Act-Belong-Commit program in their communities. Since 2014, the Act-Belong-Commit program has been developed and delivered within the Pilbara region with a focus on Karratha and Onslow.	Mentally Healthy WA is run through Curtin University (not sure of the legal entity)	\$1million over 3 years	The proposed program activities will stengthen the resillience, increase wellbeing, contribute to suicide prevention and lessen the impact of mental health issues in indigenous communities in Western Australia.	Suitable
Mentally Healthy WA	The Pilbara Capacity Building Program aims to build capacity within regional & remote communities.	Mentally Healthy WA is run through Curtin University (not sure of the legal entity)	\$700,000 over 3 years	The proposed program activities will build capacity of communities to support and strengthen individual resilience; reduce stigma surrounding mental illness and encourage activities that improve mental health.	Suitable

s 47G

Total Funding \$'millions
\$ 1.000
\$ 0.700

s 22

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s 47G

From: s 22
To: GLEESON, Emma s 22
Subject: Indigenous Suicide Prevention Proposals [SEC=UNOFFICIAL]
Date: Wednesday, 20 March 2019 7:37:41 PM
Attachments: [Indigenous Suicide Prevention Proposals.xlsx](#)

Hi All

I have attached my first draft of the table of the proposals

I have done this without the IHD program guidelines

I hope I have interpreted this appropriately

Let me know what the next steps are

s 22

Director

Mental Health & Other Initiatives

Primary Care and Mental Health Division

Department of Health

s 22

GPO Box 9848, Canberra ACT 2601

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From: [GLEESON, Emma](#)
To: [RODDAM, Mark](#)
Cc: s 22
Subject: indigenous related proposals [SEC=OFFICIAL]
Date: Tuesday, 19 March 2019 2:41:12 PM

Hi Mark

When your free can we discuss the multiple indigenous/mental health related funding requests that have been coming across our desks. I have had a conversation with s 47F on the various proposals and think we could do a short omnibus sub that covers off everything.

Are you still in a position to fund projects from IAHP?

Happy to set up a quick meeting if you are free in the next couple of days.

Emma

Emma Gleeson

Assistant Secretary

Mental Health and Suicide Prevention Branch

Department of Health

Tel: 02 6289 5327

Mob s 22

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From: [GLEESON, Emma](#)
To: [RODDAM, Mark](#)
Cc: s 47F ; s 22
Subject: FW: Act-Belong-Commit's Standing Strong Together Program brief [DLM=For-Official-Use-Only]
Date: Wednesday, 13 February 2019 9:49:16 AM
Attachments: s 22

Hi Mark

As per email exchange with s 47F yesterday – we have this proposal from Minister Wyatt's office. Would this be a possibility for IAHP?

Emma

From: s 47F
Sent: Tuesday, 29 January 2019 3:30 PM
To: Gleeson, Emma ; s 22
Subject: FW: Act-Belong-Commit's Standing Strong Together Program brief [DLM=For-Official-Use-Only]
Hi Emma s 22 , can you advise me asap? Thanks. s 47F

From: s 47F
Sent: Tuesday, 29 January 2019 3:28 PM
To: s 47F
Cc: s 22
Subject: FW: Act-Belong-Commit's Standing Strong Together Program brief [DLM=For-Official-Use-Only]
Hi s 47F

The Minister has asked if we could find funding for the attached proposal as it relates to youth suicide and its programmes like this that actually have a real impact on the ground. For the Aboriginal Standing Strong Together approach to Act-Belong-Commit the cost is around \$1million over three years. This includes a full time project manager and funds for out on country activities. There are two options in terms of delivery of this project: 1) continue to build upon what was achieved 2014-2018 by taking an intensive community development approach in Roebourne, or 2) a state-wide approach where the project manager takes a capacity building approach, and works with Aboriginal communities throughout the state to deliver Act-Belong-Commit in their communities.

The Pilbara Capacity Building project in Karratha and Onslow is costed at \$700,000 over three years.

The costs could be slightly lower, depending on how the funding is classified at the University (Mentally Healthy WA is based at Curtin).

Many thanks

s 47F | Senior Adviser

Office of the Hon Ken Wyatt AM, MP

Minister for Senior Australians and Aged Care

Minister for Indigenous Health

s 47F

From: s 47F
Sent: Monday, 28 January 2019 1:56 PM
To: s 47F
Cc: s 47F
Subject: FW: Act-Belong-Commit's Standing Strong Together Program brief [SEC=No Protective

Marking]

Hi s 47F ,

As discussed briefly, please see the information in relation to the Act, Belong- Commit program in the Pilbara.

It has been very successful and fully supported by the community, yet lost its funding once the pilot finished.

s 47F

Unfortunately, RDA Pilbara cant assist as our DSS funding is for 0-12 years only and our RDA remit is purely economic now.

Please let me know if you need anything further or you can contact s 47F

Thanks again,

s 47F

From: s 47F

Sent: Saturday, 26 January 2019 1:03 PM

To: s 47F

Cc: s 47F

Subject: Act-Belong-Commit's Standing Strong Together Program brief

Dear s 47F

s 47F provided your contact details.

Thanks for offering to assist us in our efforts continue Act-Belong-Commit's Aboriginal program 'Standing Strong Together' in the Pilbara. Please find attached a summary of the program and it's impacts. Should you need any further information, please contact me or s 47F .

Warm regards,

--

s 47F

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BY THE DEPARTMENT OF HEALTH

22

From: s 22

Sent: Friday, 4 October 2019 2:50 PM

To: s 22

Cc: s 22 ; DA ROCHA, Joanna

Subject: FOR INFO - Outcomes of divisional grants meeting [SEC=OFFICIAL]

Hi all

s 22 and I attended a grants meeting this morning (led by Val) in order to discuss grants across the division. Brett Cox (AS, Streamlining Grants Branch) was also in attendance with some of his staff in order to agree an approach for our grants not yet in contract.

It was a positive meeting for us, with agreement that our (non-CHHP) grants can be fast-tracked through the ad hoc (unsolicited) process. There is still some detail to be worked out on how we progress CHHP grants through PHNs, but s 22 is leading on this.

s 22 (our new FBP) and his team are writing up the outcomes of the meeting, and these will be provided to Caroline for formal endorsement. However, Val is confident Caroline will support our approach, and that we can proceed as agreed today.

Happy to discuss further next week to ensure we can progress as quickly as possible.

Decisions on new grants

As per following table – noting s 22 may lead on some of this work while acting.

Grant	Approach	Next steps	Responsible EL1

s 22

Minister Wyatt approved grants		
Act-Belong-Commit – Pilbara and Roeburne projects	<p>Noting Minister Wyatt has approved and funding is one-off:</p> <ul style="list-style-type: none"> • No AGS risk assessment required • Ad hoc guidelines • Use Simple Grant Agreement 	<ul style="list-style-type: none"> • Review and action comments on ad hoc guidelines from Grant Design and Advice • Commitment approval including proposal assessment and risk tool • New Grantee Details form • Grant agreement

We were asked to advise how expiring grants would be handled and provided the below input, noting decisions may change.

s 22

Thanks

s 22

Suicide Prevention Section
Suicide Prevention and Mental Health Policy Branch

Mental Health Division

s 22

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

From: s 22
To:
Subject: FW: 2019-20 MH Grants Process - Approval [SEC=OFFICIAL]
Date: Tuesday, 29 October 2019 11:47:35 AM
Attachments: image001.png

Hi
A copy for your information.

s 22

Director – Sulc de Prevention Section

Mental Health Division
Sulc de Prevention and Mental Health Policy Branch
at alia Co a t f D a t a t of Health

s 22

GPO Box 98 8, Canberra ACT 2601, Australia
The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to a l Elders past and present.

From: Spencer Valerie
Sent: Tuesday 29 October 2019 9:19 AM
To: DA ROCHA Joanna
Cc: s 47F
Subject: 2019-20 MH Grants Process - Approval [SEC=OFFICIAL]

s 47F ; Cutting Paul; s 22 ; s 47F

Hi all
As you are aware we have been working through the grants in the Division to streamline the approach and to clarify the process to be undertaken for grants that need to be finalised in the 2019-20 financial year. We now have Caroline's approval of the approach for the Division's grants. Caroline's approval is in the email below along with the list of grants and process to be used. Please progress your grants in line with this approval.
If one of your grants is not listed it may be being progressed through s 22 who are managing some of the Mental Health CHHP grants or they may be grants going through PHNs which is a separate process.
If you would like to discuss or have any questions please feel free to contact s 22 team. I am always happy to help as well.
Thank you for your time and work in relation to progressing grants. If you have any thoughts or ideas about how we can streamline how we manage or coordinate grants in the Division please let us know. We are always open to new ideas and trying new ways of working.

Thanks
Val
Valerie Spencer
Assistant Secretary – Mental Health Supports Branch

Mental Health Division | Health Systems Policy & Primary Care Group
Australian Government Department of Health
T: 02 6289 9707 | E: valerie.spencer@health.gov.au
Location: Sirius Building
GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to a l Elders past and present.

From: EDWARDS Caroline <Caroline.Edwards@health.gov.au>
Sent: Tuesday 29 October 2019 8:48 AM
To: RODDAM Mark <Mark.Roddam@health.gov.au>

DA ROCHA Joanna <joanna.DAROCHA@health.gov.au>

Subject: RE: Compliance with grant guidelines [SEC=OFFICIAL]
Thank you
I endorse the approach and appreciate all the work

Caroline Edwards
Deputy Secretary | Health Systems Policy and Primary Care
Australian Government Department of Health
T: 02 6289 1235 | M: caroline.edwards@health.gov.au
Location: St George's House
PO Box 98, Canberra ACT 2601, Australia

From: RODDAM Mark <Mark.Roddam@health.gov.au>
Sent: Monday 28 October 2019 6:45 PM
To: EDWARDS Caroline <Caroline.Edwards@health.gov.au>
Cc: s 22
Subject: RE: Compliance with grant guidelines [SEC=OFFICIAL]

DA ROCHA Joanna <joanna.DAROCHA@health.gov.au>

Hi Caroline
Following your email in relation to s 22 and to confirm the grants in the other categories I can advise that we have updated the tables below to remove a l grants funded by CHHP on the basis that the grant process is being undertaken by s 2

s 22

s 2

Category 2

- The following grants have been either publicly announced as part of the 2019-20 Budget or have Ministerial approval. On the basis that they have been the Division has assessed that the most appropriate grants process to undertake is the adhoc/unsolicited process. Therefore you are approval is being sought to utilise this process to progress these grants.

Reporting Period: Current								Announced
Outcome 2: Health Access & Support Services								
2.1 - Mental Health								
Mental Health Division								
2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Total			
(\$'000)	(\$'000)	(\$'000)	(\$'000)	(\$'000)	(\$'000)			

s 22

2384 - Pillara Capacity Building Project - Act-Belong-Commit	s 47G	1,000	Ministerial Approved
2386 - Standing Strong Together - Act-Belong-Commit Campaign - Pillara capacity building project in Karratha and Onslow		700	Ministerial Approved

s 22

s 22

s 22



Australian Government

Department of Health

ASSESSMENT REPORT

Mentally Healthy WA one-off proposal under the Pilbara Capacity Building program Grant Opportunity Guidelines

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Applicant:	Mentally Healthy WA (the Applicant)
Proposal Type:	<u>One-Off Proposal</u>
Purpose:	The grant activity will support Mentally Healthy WA to deliver community capacity programs across the Pilbara region.
Objectives:	The objectives of this grant opportunity are to enable Mentally Healthy WA to expand activities that engage people living within regional and remote communities through the Act-Belong-Commit mental health promotion campaign.

Ad-hoc – is one that usually originates from within the department or the Minister’s Office, that is designed to meet a specific need which is unplanned, non-recurring and is often required due to an emergency or other circumstance.

One-off – is usually generated either from within the department or the Minister’s Office.

Assessment Against Criterion

Assessment Criterion 1: Alignment with Program Objectives
<p>Comments:</p> <p>Delivery of the <u>Act-Belong-Commit</u> campaign will provide Pilbara communities with a comprehensive health promotion campaign that encourages individuals to take action to protect and promote their own mental wellbeing and encourage organisations that provide mentally healthy activities to promote participation in those activities.</p> <p>The program will expand the current Pilbara Capacity Building Program in the Pilbara region and further develop a Standing Strong Together Program in the Pilbara town of Roebourne.</p> <p>The program will be delivered in remote areas – it is a priority of Government to increase access to programs and services in regional and remote communities. It will complement the work of the headspace trial in the Pilbara. The program will be delivered over three years.</p> <p>Score: Suitable</p>

Assessment Criterion 2: Organisational capacity and performance
<p>Comments:</p> <p><i>Does the proposal include: evidence of the applicant’s governance, management structure and stakeholder engagement experience in delivering similar activities; accountability mechanisms; if applicable, existing or required workforce or infrastructure?</i></p> <p>Mentally Healthy WA has been in operation since 2002 and is based at Curtin University and operates the Act-Belong-Commit Campaign. Mentally Healthy WA uses a community-based social marketing model to build population mental health in Western Australia.</p> <p>Mentally Healthy WA a long-term vision and four-year strategy to guide the implementation of the Act-Belong-Commit campaign; which is governed by a corporate structure including a Board and Steering Committee.</p> <p>The organisation delivers complementary mental health support programs in collaboration and partnership with existing agencies and organisations in Western Australia.</p> <p>Score: Suitable</p>

Assessment Criterion 3: Efficient and effective use of grant funds**Comments:**

The Applicant has provided a budget for the three year program. They are requesting funding for campaign promotion and materials, salaries and program delivery, travel and administration costs. The proposal is considered to present value with relevant money.

Score: Suitable

Value with relevant money

As part of the Assessment process the application was assessed on how the proposed activities and budget will provide value for money in achieving the Program outcomes. The Assessment Committee assessed the indicative budget provided to ensure it aligned with the activities proposed and the Program outcomes. Value with relevant money considered how well the activities aligned to:

- the overall objective/s to be achieved in providing the grant;
- the relative value of the grant sought;
- the extent to which the evidence in the application demonstrates that it will contribute to meeting the objectives/outcomes;
- the funding proposal(s) meeting the program/policy outcomes as outlined in the Grant Opportunity Guidelines;
- the amount of funding being requested in the funding proposal(s) being commensurate with the scale of the project/activities being undertaken; and
- the benefits versus costs of the proposal.

Final Recommendation	
Criterion	Highly Suitable, Suitable or Not Suitable
Alignment with Program Objectives	Suitable
Organisational capacity and performance	Suitable
Efficient and effective use of grant funds	Suitable
Overall Recommendation	Suitable

Risk

Nil.

Final Assessment Outcome

The proposal was found to be Suitable as it met the assessment criteria and value with relevant money considerations. Mentally Healthy WA is considered to be a low-risk organisation with demonstrated capacity and experience to undertake the proposed activities.

Based on this assessment, the one-off proposal from Mentally Healthy WA is recommended as Suitable.



To: Minister Wyatt

cc: Minister Hunt

Subject: INDIGENOUS MENTAL HEALTH FUNDING PROPOSALS

Critical date: 29 March 2019 to support immediate implementation of agreed proposals.

Recommendation/s:

- | | | |
|--|-------------------------|--------------------------------------|
| 1. Agree to funding of \$1 million (GST Exclusive) over 3 years (2019/20-2021/22) to Mentally Health WA to activate the Act-Belong-Commit Campaign (formerly the Pilbara Capacity Building Program) to engage people living in regional and remote areas across Australia. | 1. ^A
s 22 | not used / Please discuss |
| 2. Agree to funding of \$700,000 (GST Exclusive) over 3 years (2019/20-2021/22) to Mentally Health WA to resume a Act-Belong-Commit Campaign (Stand Strong Together) in Roebourne. | 2. ^A
s 22 | not used / Please discuss |

s 22

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Signature:		Date: 29 / 3 / 2019	
Comment:			
Contact Officer:	Dr Alison Morehead	First Assistant Secretary, Primary Care and mental Health Division.	Ph: (02) 6289 5323 s 22
Clearance Officer:	Caroline Edwards	Health Systems Policy Group	Ph: (02) 6289 1235 s 22

Issues:

1. You have indicated that you would like to consider funding proposals that will further assist in addressing Aboriginal and Torres Strait Islander youth suicide deaths.
2. In response to recent Aboriginal and Torres Strait Islander youth suicide deaths, you held an urgent meeting with key Aboriginal and Torres Strait Islander mental health and suicide prevention stakeholders, young people, and elders in Perth on 25 February 2019 to discuss how best to respond to the recent deaths.
3. Stakeholders called for a greater focus on the effects of social factors such as poverty, education, unemployment, violence, child sexual abuse, trauma and racial abuse, and the need for more holistic, community-led, culturally-based solutions.
4. As an immediate response, you announced almost \$5 million for a range of initiatives, with a focus on youth suicide prevention.
5. An outline of further proposals discussed with your office and the Departments initial assessment are at Attachment A. The proposals received are at Attachment B.
6. Following your approval, the Department will work with the organisations to further refine the proposed projects and ensure that they have a plan in place to support the program over the funding period.
7. With your approval, the Departmental delegates will exercise their delegation under section 23.3 of the PGPA Act for agreed proposals, once all necessary administrative requirements have been completed.

Background:Recent reported Aboriginal and Torres Strait Islander youth suicides

8. There is ongoing media attention regarding reported suicides of young Aboriginal and Torres Strait Islander people.
9. On 20 March 2019, the Royal Australasian College of Physicians (RACP), the Royal Australian and New Zealand College of Psychiatrists (RANZCP) and the National Aboriginal Community Controlled Health Organisation (NACCHO) called for an "immediate investment in Aboriginal-led mental health and wellbeing services needed to stop child deaths", following another four Indigenous people taking their own lives in Queensland during March 2019, and in response to the WA Coroners report into child suicides in Western Australia released in February 2019.

Attachments:

- A: Assessment summary of Indigenous Mental Health proposed funding proposals
B: Proposals 1-5

Budget/Financial Implications:

The Primary Care Mental Health Division has confirmed that there are sufficient funds available under Priority 13 – Mental Health to cover the ^{s 47G} requested.

s 47G

Consultations: Your office have been consulted in the preparation of this submission.

Communication/Media Activities: The Department will work with your office in relation to any additional media activities and/or events.

Impact on Rural and Regional Australians: Funding will support efforts in suicide prevention among Aboriginal and Torres Strait Islander people and youth in rural/remote regions in Australia, in particular Western Australia.

Table 1: Proposal outlines and initial assessments – Indigenous mental health proposals March 2019

	Name of organisation	Short Description of proposal	Funds Requested	Assessment against Health Outcomes and Priorities
The Pilbara Capacity Building Project - Act-Belong-Commit	Mentally Healthy WA	The Pilbara Capacity Building Program aims to build community capacity within regional and remote communities by establishing a Act-Belong-Commit framework.	\$1million over 3 years	The proposed program activities will strengthen the resilience, increase wellbeing, contribute to suicide prevention and lessen the impact of mental health issues in indigenous communities in Western Australia. The funding will be used to activate the Act-Belong-Commit Campaign to engage people living in regional and remote areas to build capacity within the aboriginal communities.
Standing Strong Together Program (Roebourne)	Mentally Healthy WA	The Standing Strong together Program (Roebourne) aims to resume a culturally appropriate Act-Belong-Commit campaign in Roebourne, WA.	\$700,000 over 3 years	The Standing Strong Together model emphasises the dependency of Social and Emotional Wellbeing on interactions with family, involvement in community activities and connections to Country and culture. Proposed program activities will build the capacity of communities to support and strengthen individual resilience; reduce stigma surrounding mental illness and encourage activities that improve mental health.

ATTACHMENT A

s 47G

Total Funding \$m
1.000
0.700

s 22

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