



Australian Government
Department of Health

s47F

Primary and Community Care Services Limited
PO Box 173
Thornleigh NSW 2120

Dear ^{s47F}

RE: DEED OF VARIATION: PARTNERS IN RECOVERY INITIATIVE

The Commonwealth, as represented by the Department of Health (the Department) wishes to vary an existing Standard Funding Agreement (the Agreement) it has with **Primary and Community Care Services Limited** ABN 92 154 673 793 (Your Organisation). That Agreement can only be varied by the written agreement of Your Organisation and the Department.

This letter (Variation) varies the Agreement between Your Organisation and the Commonwealth represented by the Department of Health (the parties) that was signed on 25 June 2015 and previously varied on 24 July 2015 and 28 April 2016 (Agreement). The Agreement governs the Department's provision of grant funding to Your Organisation under the Partners in Recovery (PIR) Program.

This Variation is required for the following reason:

- a) The Partners in Recovery (PIR) program has been extended until 30 June 2019 to allow transition to the National Disability Insurance Scheme (NDIS). The Activity End Date is extended until 30 June 2019.
- b) To increase the funding to be contributed by the Department under the Agreement to not more than ^{s47} (GST exclusive).
- c) To recover the identified 2015-16 unspent funds through the reduction ^{s47}
^{s47} will be reduced by the unspent funds amount. The
^{s47} adjusted ^{s47} (GST Exclusive) and will be
released upon the execution of this Deed of Variation.
- d) To amend the in-kind allocation and Activity Performance Indicators.

As a result of the variations b) and c), the total funding contributed by the Department under the Agreement will not be more than ^{s47} (GST exclusive).

This Variation amends the Agreement by replacing the current Schedule to the Agreement with the Schedule at Attachment A to this Variation.

Your organisation should use its best endeavours to obtain consortium support regarding the extension of the funding period to 30 June 2019 and seek their commitment to supporting the transition to the NDIS, including maintaining service and funded levels, maintaining client intake within Your Organisation's allocated Maximum Client Level and meeting the 'in-kind' allocation of the budget.

If your organisation wishes to carry out the Activity described in the Deed of Variation please arrange for a copy to be signed and dated where indicated in accordance with your organisation's constitution and return it by email to NSWACTPHN@health.gov.au with copy to ^{s22} at ^{s22}

The Parties agree that this Variation takes effect from the date on which it is signed by the last Party to do so. This Variation will not be binding on the Commonwealth or Your Organisation and no legal obligations will arise unless and until the Department signs and returns a signed copy to you.

If you have any queries on this matter please contact ^{s22} on ^{s22} or via email.

^{s22} Yours sincerely

Acting Director
Health Services
NSW and ACT Office
Health State Network

19 May 2017

This document has been released under the Freedom of Information Act 1982 by the Department of Health

Signatories to this Variation:

Parties Commonwealth of Australia represented by and acting through the **Department of Health ABN 83 605 426 759 (the Department)**

Primary and Community Care Services Limited ABN 92 154 673 793 of Unit 2,
1 Central Avenue Thornleigh, NSW, 2120 (**Your Organisation**)

Executed by the Parties as a deed on 8 June 2017

(Date on which last party signs the Variation)

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

s22

(Signature of Departmental Representative) 8 June 17

(Signature of Witness) 8 June 17

s22

(Name of Departmental Representative)

(Name of Witness in full)

Company

Signed by **Primary and Community Care Services Limited ABN 92 154 673 793** in accordance with its
Constitution s47F

(Signature of Director)

(Signature of other Director/Secretary)

s47F

s47F

(Name of Director in full)

(Name of Director/Secretary in full)

From: s47F
Sent: Tuesday, 6 June 2017 21:19
To: s22
Cc: NSWACTPHN
Subject: RE: NSPIR - Deed Of Variation [SEC=UNCLASSIFIED]
Attachments: PIR DOV 2017-2019.pdf

Importance: High

Hi s22,

Please find attached the signed contract as requested. It has been signed subject to the accompanying terms set out in your email. We have signed the contract in reliance on those additional terms.

Please also note that PCCS may need to vary the level of 'in-kind' funding, particularly in FY2018-19, should the actual levels of in-kind funding achieved be too low to allow ongoing performance under this contract. PCCS is relying on the Department of Health to act in good faith and reasonably, as detailed below, to ensure PCCS can deliver on its obligations without compromising its financial integrity. As previously identified, the in-kind funding allocation for FY2018-19 is quite high and very unlikely to be achievable based on the performance of current in-kind NDIS services for existing clients.

Please let me know if you have any further queries.

Kind regards,

s47F

CEO, Primary & Community Care Services

jbaker@pccs.org.au | www.pccs.org.au



PO Box 173

Thornleigh

NSW 2120

P (02) 9477 8700

F (02) 9477 8799



Primary & Community Care Services acknowledges and pays respect to the traditional owners of the land on which we work and live - the Darug and Guringai peoples, and to elders both past and present. We welcome all Aboriginal and Torres Strait Islander peoples to our service.

WARNING:

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Primary & Community Care Services Ltd. acknowledges the financial and other support from the Australian Government Department of Health.

-----Original Message-----

From: ^{s22}

Sent: Friday, 19 May 2017 7:13 PM

To: ^{s47F}

Subject: FW: NSPIR - Deed Of Variation [SEC=UNCLASSIFIED]

Hi ^{s47F}

Please find attached Letter of Offer and Deed of Variation regarding NSPIR. The variation relates to:

1. Extension of Programme to 30 June 2019 to allow transition to NDIS.
2. To recover 2015-16 unspent funds of ^{s47}
3. Amend in-kind allocation and activity performance indicators.

Please note that the performance indicators and inkind allocations are included in Attachment 1 to the Schedule. I would also like to confirm that an organisation will not be penalised where they are unable to meet the Activity Performance Indicators for issues beyond their control and that issues and delays be highlighted in your Monthly NDIS Transition Report. Also the APIs for 2017-18 assumes full transition of clients, ^{s47}

Please also note Dr Anthony Millgate's advice to PIR Organisations provided below.

Email - Dr Anthony Millgate - 8 May 2017 Dear PIR Organisations.

At the Annual Forum and via email dated 29 March 2017, the department committed to considering any request to adjust 2017-18 and 2018-19 In Kind allocations and targets, where any organisation identifies potential service delivery issues under the proposed extension to funding arrangements. The department also committed to negotiating the 2016-17 In Kind allocations and targets where requested.

In formulating any request, your organisation should present the evidence to support the request including client information (MCL, number of clients ineligible to apply, predicted transition of clients etc), the anticipated level of In Kind funding required to deliver NDIS services (based on transition schedules, number of NDIS participants and level of in kind supports in plans) and the anticipated level of non-in kind services required (for service continuity clients prior to transition as well as any Continuity of Support obligations for clients deemed ineligible for NDIS supports). Your organisation should also provide details on the delivery of Individual Capacity Building activities to PIR program clients, as well as to PIR clients as NDIS participants, including the type of services and number of hours of ICB activities likely to be delivered pre and post transition.

The department requires all organisations to operate at maximum capacity (ie: at their MCL). Where your organisation is currently operating under capacity, please detail your organisation's strategies to continue client intake and return to maximum client levels.

This guidance applies to all organisations, including organisations that have already executed funding arrangements for 2017-18 and 2018-19.

I urge that where there is limited evidence available to support adjustments, that negotiations be delayed until such a time that transition data in your region is available. As previously advised, organisations may, at any time, seek adjustments to funding arrangements where they are unable to meet NDIS transition arrangements for reasons beyond their control. The department will prioritise requests from organisations that have already commenced transition.

Where organisations have already requested a review, the department will consider your request and provide a response this week.

Yours sincerely

Anthony Millgate
Assistant Secretary
Mental Health Services Branch
Health Services Division
Department of Health

s22

Senior Grants Officer

NSW/ACT State Office | Health State Network Division Australian Government Department of Health
T: s22 | E: s22 MDP 114, GPO Box 9848, Sydney NSW 2001, 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.

"Important: This transmission is intended only for the use of the addressee and may contain confidential or legally privileged information. If you are not the intended recipient, you are notified that any use or dissemination of this communication is strictly prohibited. If you receive this transmission in error please notify the author immediately and delete all copies of this transmission."

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SCHEDULE: Partners in Recovery

Schedule Commencement Date: 22/06/2015

Schedule Completion Date: 30/10/2019

Agreement Id: 4-1NI8TN9

Schedule Id: 4-1NI8TNC

Item A DEPARTMENT'S PROGRAM INFORMATION**A.1 Program Name:** Partners in Recovery**A.2 Program Description and Objectives:**

Partners in Recovery (PIR) Aim:

To better support people with severe and persistent mental illness with complex needs, and their carers and families, by getting services and supports from multiple sectors they come into contact with (and could benefit from) to work in a more collaborative, coordinated, and integrated way.

PIR Objectives:

The objective of PIR is to improve the system response to, and outcomes for, people with severe and persistent mental illness who have complex needs by:

- facilitating better coordination of clinical and other supports and services to deliver person centred care tailored to the individual's needs;
- strengthening partnerships between various clinical and community support organisations responsible for delivering services to the PIR target group;
- improving referral pathways that facilitate access to the range of services and supports needed by the PIR target group; and
- promoting a community based recovery model to underpin all clinical and community support services delivered to people experiencing severe and persistent mental illness with complex needs.
- through system collaboration, promoting collective ownership and encouraging innovative solutions to ensure effective and timely access to the services and supports required by people with severe and persistent mental illness with complex needs to sustain optimal health and wellbeing.

The PIR program funding is transitioning to the National Disability Insurance Scheme (NDIS). The PIR program has been extended for three years to ensure service continuity during the transition to the NDIS. The NDIS rollout commences from existing trial sites from 1 July 2016, with full scheme reached by 30 June 2019. The 2016-17 to 2018-19 extension provides funding to support the NDIS rollout and not an expansion of the program.

Item B YOUR ORGANISATION'S ACTIVITY INFORMATION
(see also clause 11.4 [Definitions] of the Terms & Conditions)**B.1 Name of Your Organisation:** Primary and Community Care Services Limited**B.2 ABN:** 92 154 673 793**B.3 Activity Name:** Partners In Recovery - PIR Region – Northern Sydney**Activity Start Date:** 22/06/2015**Activity End Date:** 30/06/2019**Activity Details:**

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

Department of Health SFA SCHEDULE Version April 2015

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This Schedule must be read and interpreted in conjunction with the 'Terms and Conditions For Standard Funding Agreement 2015'. The Schedule and the Terms and Conditions should not be read separately from each other.

From 2016-2017 to 2018-19, Your Organisation, as the PIR Organisation Lead Agency, is required to:

- engage and join up the range of sectors, services and supports from which individuals may need assistance within the Service Area nominated below;
- strengthen partnerships, improve collaborative ways of working together, and establish the framework to oversee implementation of the initiative at a regional level. This will be achieved through (but not limited to):
 - building capacity in the service delivery system by strengthening existing and establishing new partnerships between service and support providers;
 - monitor the ongoing effectiveness of the partnerships through use of appropriate resources and tools;
 - maintain governance protocols with service providers and all PIR Organisation members (Lead Agency and Consortium Members) to formalise partnerships and accountability mechanisms to achieve the objectives of PIR and oversee the strategic and operational implementation of the initiative;
 - complement, support or influence care coordination activities that may already be underway in the region;
 - employ/sub contract appropriately skilled and experienced person/s to undertake the role of Support Facilitators and ensure clinical governance arrangements are in place;
 - identify and proactively engage potential PIR clients, manage referral pathways and manage all stakeholder relationships;
 - undertake governance activities to achieve system level reforms; and
 - actively participate in PIR national support projects.

Supporting NDIS transition

To support NDIS transition, the following activities must commence from 2016-17 to 30 June 2019, Your Organisation, as the PIR Organisation Lead Agency, is required to:

- engage with PIR clients to support and facilitate their transition to the NDIS, including provide assistance to prepare a NDIS application, and undertake the NDIS assessment and planning processes; and
- engage with NDIA regional contacts, Local Area Coordinators, to support NDIS planning and participation.

Your Organisation is also required to:

- register as an NDIS service provider (information available on the NDIS website: <http://www.ndis.gov.au/providers>) for PIR 'in-kind' services as detailed in the PIR Guidance Pack;
- provide identified 'in kind' services to NDIS participants;
- monitor and report on 'in kind' service provision. 'In-kind' allocations are provided at Attachment 1.
- ensure continuity of services for all PIR clients including those who are not eligible for support through NDIS through the existing PIR program;
- undertake promotional activities to PIR clients, NDIS participants, and the broader community that identify Your Organisation as a NDIS service provider; and

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

- undertake activities in accordance with the PIR Guidance Pack, which provides Your Organisation with further information including roles, responsibilities, operational requirements and performance expectations.

Activity Performance Indicators are set out in Attachment 1 to this Schedule, including the Maximum Client Level. Your Organisation is funded to maintain service levels, new clients can continue to enter the program provided the Maximum Client number is not exceeded.

Your Organisations must not direct any 2016-17 to 2018-19 PIR funding to system reform projects.

Governance

Your Organisation is accountable for the management of the service models within the nominated Service Area in line with the Region's budget allocation and Maximum Client Level. This requires that the service model for each Region be monitored to ensure that a sustainable level of service is being delivered. Further information on funding for PIR Lead Organisation Agencies is available in the revised Guidance Pack for PIR Lead Organisation Agencies.

The PIR program is to be overseen by a Consortium. Your Organisation, as the PIR Organisation Lead Agency, has advised the Consortia comprises the members as set out at Attachment 2. Departmental approval in writing must be sought prior to any changes to Consortium Members taking place.

As the consortia lead, Your Organisation is responsible for delivering the defined project outputs, including the day to day aspects of delivering the PIR program within the nominated Service Area, including planning and ongoing management, monitoring progress and managing within the resources allocated. In addition, Your Organisation is responsible for registering as an NDIS provider. Any identified 'PIR in-kind' activities provided to PIR clients as NDIS participants must be allocated against Your Organisation's 'PIR in kind' funding. Your Organisation must not claim a fee for any NDIS service funded through the PIR program.

*PIR Regions are defined as Medicare Local Region boundaries.

Additional Information:

Location Information:

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

	Location Type	Name	Address
1	Direct Funded	Primary and Community Care	Unit 2, 1 Central Avenue, Thornleigh NSW 2120

Service Area:

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

	Type	Service Area
1	Partners in Recovery Region	Northern Sydney

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

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

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

C.1 Activity Name: Partners In Recovery - PIR Region Northern Sydney

Financial Year	Funding amount (GST Exclusive)	GST component (if applicable)	Total (GST Inclusive)
2014-2015	s47		
2015-2016			
2016-2017			
2017-2018			
2018-2019			

s47

Bank Account Information:

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

BSB Number:	s47
Financial Institution:	
Account Number:	
Account Name:	

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

Budget to be provided as a milestone through the Activity Work Plan.

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

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

E.1 Performance Reports**Partners In Recovery – Northern Sydney****Six Month and Twelve Month Reports**

Your Organisation will be required to report in its Six Month and Twelve Month Performance Report, on progress on the planned activities set out in the Annual Activity Work Plan.

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

- whether Activities have been undertaken in accordance with the approved Annual Activity Work Plan;
- whether the PIR model has been fully implemented and refined as appropriate, this includes:
 - a. Partnerships built, established and maintained with mechanisms in place to enable active participation by Consortium members and other stakeholders in the implementation of PIR (including regular meetings),
 - b. Number of Support Facilitators engaged,
 - c. Number of clients supported,
 - d. Client caseload per support facilitator,
 - e. Total flexible funds used to support the short term needs of clients. This must be clearly itemised for all expenses valued at \$500 and above,
- performance against the activities, targets, outcomes and priorities set out in Item B.3;
- progress against the implementation and management of the NDIS transition plan, and describe any issues and subsequent mitigation strategies;
- advice regarding the use of subcontractors;
- an explanation as to how Your Organisation is addressing any issues, problems or delays; and
- an Income and Expenditure Statement against the approved Annual Budget in accordance with Item E.4 below.

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

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

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E.2 Annual Activity Work Plan**Partners In Recovery - Northern Sydney**

Annual Activity Work Plan and Annual Budget

In accordance with Activity B.3, Your Organisation must submit for the Department's approval in a format specified by the Department in accordance with the timetable set out in Item F of this Schedule:

- an Annual Activity Work Plan; and
- an Annual Budget.

The Annual Activity Work Plan must:

- Identify planned activities, milestones and outcomes for each financial year against the allocated budget for the period specified in Item F;
- outline proposed Governance and operational arrangements in accordance with PIR Guidance Pack;
- include a Risk Management Plan which identifies any risks with programme delivery, including service continuity for programme clients and any risks associated with the transition of clients to the NDIS or the ability to meet in-kind service allocations;
- include a Communications and Engagement Strategy to effectively manage program delivery during the transition phase, including timely and appropriate communication and engagement with:
 - a) staff, clients and the community
 - b) members of the Consortia to support service delivery and NDIS transition;
 - c) the mental health and disability sectors, including referring agencies; and
 - d) NDIA regional contacts, including assessment and planning staff and Local Area Coordinators to facilitate the transition of program clients to the NDIS.
- include a Transition Strategy that includes but is not limited to strategies to:
 - a) manage client numbers within the Maximum Client Level, including intake and exit processes and engagement with referring agencies;
 - b) support preparation of NDIS applications and transition of eligible clients to the NDIS, and
 - c) ensure service continuity for program clients not eligible for NDIS supports.

The Annual Budget for each financial year must ensure the following:

- a maximum of 15% of grant funding allocated to Administration and Governance;
- flexible funding for the purchase of individual supports and services should be to a maximum average of \$300 per individual client; and
- the NDIS Service Delivery* budget item must include funding equal to or greater than the 'in kind' allocation set out at Attachment 1. NDIS services provided to NDIS participants must be funded through this budget item and drawn against the 'in kind' allocation.

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*The NDIS Service Delivery budget item is only applicable to PIR Organisations in regions where NDIS has rolled out.

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

Note that changes to the in-kind budget component may be considered on a case by case basis, taking into account the need to support transition in line with the bilateral agreements.

E.3 Annual Report

None specified

E.4 Financial Acquittal Reports

To be provided per Activity as specified below.

Partners In Recovery - Northern Sydney

Six Month Financial Reporting

The Income and Expenditure Statement must:

- follow the template as provided by the Department;
- record expenditure against the proposed budget under the Funding stream as provided in Your Organisation's Annual Plans; and
- be for the same period as the Performance Report.

Twelve Month Financial Reporting

An audited Income and Expenditure Statement for the period of Item B must be submitted to the Department at the time specified in Item F.

E.5 Other Reports

Partners In Recovery - Northern Sydney

NDIS Transition Report

Once NDIS becomes available in a region, Your Organisation is required to submit a monthly NDIS Transition Report that will include (but not be limited to) information on eligibility testing, client transition and support needs, and level of NDIS services drawn down against the PIR in-kind allocation.

The data in the NDIS Transition Report is confidential in nature and unique to a region. Your Organisation agrees that this information will not be made public without gaining written consent from the department.

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Client Minimum Data Set Report

As the PIR Lead Organisation Agency you are required to provide Six monthly Aggregate Client Data Reports using the report template provided by the Department and to submit these reports to the Department via the relevant HSN office.

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Item F MILESTONES / REPORTING REQUIREMENTS / PAYMENT SCHEDULE

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

Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.1	Payment	Partners In Recovery – Northern Sydney	2014-2015 - Payment 1	s47		
F.2	Payment	Partners In Recovery – Northern Sydney	2015-2016 - Payment 1			
F.3	Activity Work Plan	Partners In Recovery – Northern Sydney	In accordance with Item E.2 Your Organisation must submit an Annual Plan, setting out all proposed 2015-2016 Activities, and an Annual Budget for 2015-2016	14 August 2015	\$0.00	\$0.00
F.4	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the quarterly client data report for the activity period 1 July to 30 September 2015	31 October 2015	\$0.00	\$0.00
F.5	Payment	Partners In Recovery – Northern Sydney	2015-2016 - Payment 2	s47		
F.6	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the quarterly client data report for the activity period 1 October to 31 December 2015	31 January 2016	\$0.00	\$0.00
F.7	Financial Acquittal Report	Partners In Recovery – Northern Sydney	In accordance with Item E.4 Your Organisation must submit an Unaudited Income and Expenditure Statement for the Activity Period 1 July 2015 to 31 December 2015	12 February 2016	\$0.00	\$0.00
F.8	Performance Report	Partners In Recovery – Northern Sydney	In accordance with Item E.1 Your Organisation must submit a Six Month Performance Report for the Activity Period 1 July 2015 to 31 December 2015	12 February 2016	\$0.00	\$0.00
F.9	Payment	Partners In Recovery – Northern Sydney	2015-2016 - Payment 3	s47		

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Standard Funding Agreement Schedule

ATTACHMENT A

Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.10	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the quarterly client data report for the activity period 1 January to 31 March 2016	30 April 2016	\$0.00	\$0.00
F.11	Payment	Partners In Recovery – Northern Sydney	2015-2016 - Payment 4	s47		
F.12	Payment	Partners In Recovery – Northern Sydney	2016-2017 – Payment 1			
F.13	Annual Activity Work Plan	Partners In Recovery – Northern Sydney	In accordance with Item E.2, Your Organisation must submit an Annual Activity Work Plan, setting out all proposed 2016-2017 activities, a Risk Management Plan, Communication Plan and Transition Strategy and an Annual Budget for 2016-2017	15 July 2016	\$0.00	\$0.00
F.14	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 July 2016	19 August 2016	\$0.00	\$0.00
F.15	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 August 2016	16 September 2016	\$0.00	\$0.00
F.16	Financial Acquittal Report	Partners In Recovery – Northern Sydney	In accordance with Item E.4 Your Organisation must submit an Audited Income and Expenditure Statement for the Activity Period 1 July 2015 to 30 June 2016	30 September 2016	\$0.00	\$0.00
F.17	Performance Report	Partners In Recovery – Northern Sydney	In accordance with Item E.1 Your Organisation must submit a Twelve Month Performance report for the Activity Period 1 July 2015 to 30 June 2016	30 September 2016	\$0.00	\$0.00
F.18	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 30 September 2016	14 October 2016	\$0.00	\$0.00

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

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Standard Funding Agreement Schedule

ATTACHMENT A

Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.19	Payment	Partners In Recovery – Northern Sydney	2016-2017 – Payment 2	s47		
F.20	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 October 2016	18 November 2016	\$0.00	\$0.00
F.21	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 30 November 2016	15 December 2016	\$0.00	\$0.00
F.22	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 December 2016	13 January 2017	\$0.00	\$0.00
F.23	Performan ce Report	Partners In Recovery – Northern Sydney	In accordance with Item E.1, Your Organisation must submit a Six month performance report for the activity period 1 July to 31 December 2016	10 February 2017	\$0.00	\$0.00
F.24	Financial Acquittal Report	Partners In Recovery – Northern Sydney	In accordance with Item E.4, Your Organisation must submit an unaudited Income and Expenditure Statement for the activity period 1 July 2016 to 31 December 2016	10 February 2017	\$0.00	\$0.00
F.25	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the six monthly client data report for all clients registered at 31 July 2016 to 31 December 2016	10 February 2017	\$0.00	\$0.00
F.26	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 January 2017	10 February 2017	\$0.00	\$0.00
F.27	Payment	Partners In Recovery – Northern Sydney	2016-2017 – Payment 3	s47		

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

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Standard Funding Agreement Schedule

ATTACHMENT A

Milestones and Reports		Activity (If Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.28	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 28 February 2017	10 March 2017	\$0.00	\$0.00
F.29	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 March 2017	14 April 2017	\$0.00	\$0.00
F.30	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 30 April 2017	19 May 2017	\$0.00	\$0.00
F.31	Payment	Partners In Recovery – Northern Sydney	2016-2017 – Payment 4 *payment reduced by \$4,775.41 (GST Excl.) due to 2015-16 underspend.	s47		
F.32	Annual Activity Work Plan	Partners In Recovery – Northern Sydney	In accordance with Item E.2, Your Organisation must submit an Annual Activity Work Plan, setting out all proposed 2017-2018 activities, a Risk Management Plan, Communication Plan and Transition Strategy and an Annual Budget for 2017-2018	26 May 2017	\$0.00	\$0.00
F.33	Payment	Partners In Recovery – Northern Sydney	2016-17 – Mobilisation Payment for 2017-18 service delivery	s47		
F.34	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 May 2017	16 June 2017	\$0.00	\$0.00
F.35	Payment	Partners In Recovery – Northern Sydney	2017-2018 – Payment 1	s47		
F.36	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 30 June 2017	14 July 2017	\$0.00	\$0.00

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

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Standard Funding Agreement Schedule

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Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.37	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the six monthly client data report for all clients registered at 1 July 2016 to 30 June 2017	17 August 2017	\$0.00	\$0.00
F.38	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 July 2017	18 August 2017	\$0.00	\$0.00
F.39	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 August 2017	15 September 2017	\$0.00	\$0.00
F.40	Performance Report	Partners In Recovery – Northern Sydney	In accordance with Item E.1, Your Organisation must submit a twelve month performance report for the activity period 1 July 2016 to 30 June 2017	29 September 2017	\$0.00	\$0.00
F.41	Financial Acquittal Report	Partners In Recovery – Northern Sydney	In accordance with Item E.4, Your Organisation must submit an audited Income and Expenditure Statement for the activity period 1 July 2016 to 30 June 2017	29 September 2017	\$0.00	\$0.00
F.42	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 30 September 2017	13 October 2017	\$0.00	\$0.00
F.43	Payment	Partners In Recovery – Northern Sydney	2017-2018 – Payment 2	s47		
F.44	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 October 2017	17 November 2017	\$0.00	\$0.00
F.45	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 30 November 2017	15 December 2017	\$0.00	\$0.00

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Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.46	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 December 2017	12 January 2018	\$0.00	\$0.00
F.47	Performance Report	Partners In Recovery – Northern Sydney	In accordance with Item E.1, Your Organisation must submit a Six month performance report for the activity period 1 July to 31 December 2017	9 February 2018	\$0.00	\$0.00
F.48	Financial Acquittal Report	Partners In Recovery – Northern Sydney	In accordance with Item E.4, Your Organisation must submit an unaudited Income and Expenditure Statement for the activity period 1 July 2017 to 31 December 2017	9 February 2018	\$0.00	\$0.00
F.49	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the six monthly client data report for all clients registered at 1 July 2016 to 31 December 2017	9 February 2018	\$0.00	\$0.00
F.50	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 January 2018	9 February 2018	\$0.00	\$0.00
F.51	Payment	Partners In Recovery – Northern Sydney	2017-2018 – Payment 3	S47		
F.52	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 28 February 2018	9 March 2018	\$0.00	\$0.00
F.53	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 March 2018	13 April 2018	\$0.00	\$0.00
F.54	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 30 April 2018	18 May 2018	\$0.00	\$0.00

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Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.55	Payment	Partners In Recovery – Northern Sydney	2017-2018 – Payment 4	s47		
F.56	Annual Activity Work Plan	Partners In Recovery – Northern Sydney	In accordance with Item E.2, Your Organisation must submit an Annual Activity Plan, setting out all proposed 2018-2019 activities, a Risk Management Plan, Communication Plan and Transition Strategy and an Annual Budget for 2018-2019	25 May 2018	\$0.00	\$0.00
F.57	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 May 2018	15 June 2018	\$0.00	\$0.00
F.58	Payment	Partners In Recovery – Northern Sydney	2018-2019 – Payment 1	s47		
F.59	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 30 June 2018	13 July 2018	\$0.00	\$0.00
F.60	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the six monthly client data report for all clients registered at 1 July 2018 to 30 June 2018	16 August 2018	\$0.00	\$0.00
F.61	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 July 2018	17 August 2018	\$0.00	\$0.00
F.62	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 August 2018	14 September 2018	\$0.00	\$0.00
F.63	Performance Report	Partners In Recovery – Northern Sydney	In accordance with Item E.1, Your Organisation must submit a twelve month performance report for the activity period 1 July 2017 to 30 June 2018	28 September 2018	\$0.00	\$0.00

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Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.64	Financial Acquittal Report	Partners In Recovery – Northern Sydney	In accordance with Item E.4 Your Organisation must submit an Audited Income and Expenditure Statement for the Activity Period 1 July 2017 to 30 June 2018	28 September 2018	\$0.00	\$0.00
F.65	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 30 September 2018	12 October 2018	\$0.00	\$0.00
F.66	Payment	Partners In Recovery – Northern Sydney	2018-2019 – Payment 2			
F.67	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 October 2018	16 November 2018	\$0.00	\$0.00
F.68	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 30 November 2018	14 December 2018	\$0.00	\$0.00
F.69	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 December 2018	11 January 2019	\$0.00	\$0.00
F.70	Performance Report	Partners In Recovery – Northern Sydney	In accordance with Item E.1, Your Organisation must submit a Six month performance report for the activity period 1 July to 31 December 2018	8 February 2019	\$0.00	\$0.00
F.71	Financial Acquittal Report	Partners In Recovery – Northern Sydney	In accordance with Item E.4, Your Organisation must submit an unaudited Income and Expenditure Statement for the activity period 1 July 2018 to 31 December 2018	8 February 2019	\$0.00	\$0.00
F.72	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the six monthly client data report for all clients registered at 1 July 2016 to 31 December 2018	8 February 2019	\$0.00	\$0.00

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Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.73	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 January 2019	8 February 2019	\$0.00	\$0.00
F.74	Payment	Partners In Recovery – Northern Sydney	2018-2019 – Payment 3	s47		
F.75	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 28 February 2019	8 March 2019	\$0.00	\$0.00
F.76	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 March 2019	12 April 2019	\$0.00	\$0.00
F.77	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 30 April 2019	17 May 2019	\$0.00	\$0.00
F.78	Payment	Partners In Recovery – Northern Sydney	2018-2019 – Payment 4	s47		
F.79	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 31 May 2019	14 June 2019	\$0.00	\$0.00
F.80	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the monthly NDIS transition report for the activity period 1 to 30 June 2019	12 July 2019	\$0.00	\$0.00
F.81	Other Report	Partners In Recovery – Northern Sydney	In accordance with Item E.5, Your Organisation must submit the six monthly client data report for all clients registered at 1 July 2016 to 30 June 2019	16 August 2019	\$0.00	\$0.00

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Milestones and Reports		Activity (if Applicable)	Information to be included and requirements	Due Date	Payment Amount (GST excl.)	GST
F.82	Performance Report	Partners In Recovery – Northern Sydney	In accordance with Item E.1, Your Organisation must submit a twelve month performance report for the activity period 1 July 2018 to 30 June 2019	30 September 2019	\$0.00	\$0.00
F.83	Financial Acquittal Report	Partners In Recovery – Northern Sydney	In accordance with Item E.4, Your Organisation must submit an audited Income and Expenditure Statement and Declaration for the activity period 1 July 2018 to 30 June 2019	30 September 2019	\$0.00	\$0.00

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

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

Partners In Recovery – Northern Sydney

None specified

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

Partners In Recovery - Northern Sydney

None specified

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

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

Partners In Recovery - Northern Sydney

None specified

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

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

Partners In Recovery - Northern Sydney

None specified

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

Partners In Recovery - PIR Region

The Commonwealth's Confidential Information is:

The data in the NDIS Transition Report is confidential in nature and unique to a region. Your Organisation agrees that this information will not be made public without gaining written consent from the department.

Your Organisation's Confidential Information is:

None specified

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

The Commonwealth's contact details and address for notices:

Name or Position	s22 Director Health Services, NSW and ACT Health State Network
Phone	s22
Email	NSWACTPHN@health.gov.au
Postal Address	MDP 114 GPO Box 9848 SYDNEY NSW 2001
Facsimile	s22

Your Organisation's contact details and address for notices:

Name or Position	s47F CEO
Phone	s47F
Email	s47F
Postal Address	PO Box 173 THORNLEIGH NSW 2120
Facsimile	s47F

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

Partners In Recovery – Northern Sydney

Clause 4.1 of the Terms and Conditions for the Standard Funding Agreement 2015 applies to the Activity.

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ANNEXURE A - Supplementary Conditions

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

G1.1.1. Clause 3.3.7.a of the Terms and Conditions is replaced with the following:

'a. identify all receipts and payments for the Activity and all interest earned by Your Organisation on the Grant funds for that Activity;'

G1.1.2. The definition of 'Grant' in clause 11.4 [Definitions] of the Terms and Conditions is amended by adding the following words after the words 'Item F of the Schedule' in paragraph a. of that definition:

'and any interest earned by Your Organisation on those amounts after the date that Supplementary Condition G1 [Interest earned on the Grant funds forms part of the Grant] is included in the Agreement.'

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

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

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

- a. Your Organisation's Constitution, corporate or ownership structure, which it is required to report to the Australian Charities and Not-for-profits Commission (ACNC) within 7 days after it informs the ACNC of that change; or
- b. Your Organisation's CEO, CFO or COO within 7 days after that change takes effect.

G4.2. Your Organisation's management

G4.2.1. Unless otherwise agreed by the Department in writing, Your Organisation must not allow any person to:

- a. be involved in the financial administration of the Grant Funds; or
- b. act as CEO, CFO or COO (however described);

if any of the following apply to the person:

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

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

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

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

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

A2.2. Activity media events

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

A2.3. Statements made to or via the media

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

A2.4. Disclaimer - websites

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

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

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

A2.5. Disclaimer - Activity Material

A2.5.1. Unless the Department agrees to the another form of words, Your Organisation must include the following disclaimer in a prominent position in any Activity Material that is published or disseminated to the public and which has been produced with the Grant funds or as part of the Activity:

'While the Australian Government Department of Health has contributed to the funding of this material,

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

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

A2.6. Sensitive cultural information

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

A2.7. Reports

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

A2.8. Protection of Personal Information

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

- a. If Your Organisation provides a 'health service' (as defined in the Privacy Act 1988 (Cth) (Privacy Act)) to an individual, Your Organisation must:
 - i. comply with the requirements in the Privacy Act regarding the collection, use and disclosure of the individual's 'health information' or other 'sensitive information' (as those terms are defined in the Privacy Act);
 - ii. notify the individual at the time of collection that, unless they object, they will be taken to consent to transfer of personal information relating to them collected or held by Your Organisation in connection with that service being transferred to another Australian health service provider which is contracted by the Commonwealth or Your Organisation to provide similar health services to them;
 - iii. keep a record of the notification given to each individual in accordance with a.ii. and any objections; and
 - iv. ensure that records of individuals who object are kept in such a way as to facilitate them being separated from other records in the event of a transfer of information to another Australian health provider.
- b. If the Department:
 - i. terminates this Agreement;
 - ii. removes all or part of an Activity from the scope of this Agreement; or
 - iii. changes the boundaries of your PHN Region,then Your Organisation must comply with any direction from the Department to transfer the personal information (including health information) of each individual who has provided consent under clause a.ii to another Australian health service provider who is contracted by the Commonwealth to provide similar health services to that individual.
- c. Where Your Organisation Purchases or Commissions Health Services it must ensure that that the Services Agreement:
 - i. contains equivalent provisions to clauses 2.9.3a and b; and
 - ii. supports Your Organisation's ability to change its Purchasing or Commissioning arrangements over the Term.

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

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

- a. provide Value for Money within budget parameters, including minimising administrative overheads and ensuring the efficient delivery of nationally and locally determined priorities; and
- b. manage the Grant Funds appropriately and ethically.

A3.2. Prohibited use of the Grant

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

- a. capital infrastructure such as the purchase of real estate or for building or construction or demolition;
- b. security for the purpose of obtaining commercial loans or for the purpose of meeting existing loan obligations;
- c. legal or other costs (including damages) to settle unfair dismissal grievances and/or settle other claims brought against Your Organisation;
- d. retrospective items/activities; or
- e. activities undertaken by political organisations.

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

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

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

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

A.4.3 Co-ordination and co-operation

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

- a. facilitating and hosting visits from public officials;
- b. supporting government policy in relation to delivery of primary health care;
- c. supporting dissemination of public announcements including but not limited to public health announcements; and

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

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

A5. ASSETS

A5.1. Procurements that achieve Value for Money

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

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

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

A5.2. Assistance with the procurement process

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

A5.3. Asset not procured as required

A5.3.1. If:

- a. the Activity requires Your Organisation to Acquire an Asset; and
- b. Your Organisation does not Acquire the Asset within 60 days (or if another timeframe is specified in the Schedule for the purpose of this Supplementary Condition A5.3 [Asset not procured as required], that other timeframe) after the date the Department pays Your Organisation an amount of Grant funds for that purpose,

the Department may reduce the Grant funds remaining payable under this Agreement (for any Activity) by that amount.

A5.4. Motor vehicles

A5.4.1. Your Organisation is only permitted to purchase (as opposed to lease) a vehicle for the Activity using the Grant Funds if the Schedule for that Activity expressly permits Your Organisation to purchase that vehicle.

A5.4.2. If, as part of the Activity, the Department provides Grant funds to Your Organisation to enable Your Organisation to lease (or, if permitted in accordance with Supplementary Condition A5.4.1, purchase) an Asset that is a motor vehicle, Your Organisation must:

- a. have it regularly serviced and maintained in accordance with the manufacturer's specifications or recommendations, and keep full records of its servicing and maintenance;
- b. ensure that it is driven only by Your Organisation's officers, employees, volunteers and/or

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contractors who are authorised by Your Organisation to do so and who hold an appropriate driver's licence;

- c. if the vehicle is purchased, ensure that it is unencumbered when acquired; and
- d. if the vehicle is second-hand, have the vehicle certified by a qualified mechanic as to its roadworthiness and mechanical suitability for its intended purpose before Your Organisation Commits or spends any of the Activity's Grant funds on the vehicle.

A5.5. Personal Property Security Act - Assets

A5.5.1. Your Organisation agrees that:

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

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

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

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

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

A5.5.5. Your Organisation must not, without the Department's prior written consent, grant or purport to grant a security interest as defined in the PPS Act over any Asset owned by Your Organisation or do any other thing or allow any other dealing that will impact on the Department's security interest whether or not registered on the PPSR. For the avoidance of doubt Your Organisation must not grant a security interest as defined in the PPS Act to any third party without the Department's prior written consent. Any

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consent by the Department may be subject to conditions, including requiring Your Organisation to ensure that any other secured party enters into a subordination agreement with the Commonwealth to ensure the Commonwealth's security interest in the Asset is not subordinated to other interests.

A6. WORK HEALTH AND SAFETY

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

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

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

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

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

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

- a. immediately report the matter to the Department, including all relevant details that are known to Your Organisation;
- b. as soon as possible after the Notifiable Incident, investigate the Notifiable Incident to determine, as far as it can reasonably be done:
 - i. its cause; and
 - ii. what adverse effects (if any) it will have on Your Organisation's conduct of the Activity, including adverse effects on health and safety;
- c. as soon as possible after the Notifiable Incident, take all reasonable steps to remedy the effects of the Notifiable Incident on health and safety;
- d. as soon as possible after the Notifiable Incident, take all reasonable steps (including by instituting procedures and systems) to ensure that the kinds of events or circumstances which led to the Notifiable Incident do not reoccur;
- e. within 3 business days after the Notifiable Incident, give the Department a written report detailing the Notifiable Incident, including the results of the investigations required by Supplementary Condition A6.1.5.e, and a statement of the steps Your Organisation has taken or that Your Organisation proposes to take, as required by this Supplementary Condition A6.1.5;
- f. within 60 business days after the Notifiable Incident, give the Department a written report giving full details of Your Organisation's actions in relation to the Notifiable Incident;
- g. provide the Department with a copy of any report from the Government Authority investigating the Notifiable Incident within 5 business days after Your Organisation receives a copy of that report; and
- h. fully co-operate with any investigation by any Government Agency with respect to a Notifiable Incident, including parliamentary inquiries, boards of inquiry and coroner's investigations.

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

A7. COMPLAINTS HANDLING

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

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

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

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

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

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

A8. Transition out**A8.1. Transition out plan**

A8.1.1. Where notified by the Department in writing, Your Organisation must develop and submit to the Department for approval a transition out plan within 60 days after receiving the notice by the Department.

A8.1.2. The transition plan must include a detailed process and timetable, that sets out Your Organisation's obligations in connection with the orderly transition of the Activity (which may, at the Department's discretion, be transitioned in whole or part) from Your Organisation to either the Department or the Department's nominee.

A8.1.3. The Department will review the draft transition out plan and will notify Your Organisation in writing of any changes that the Department requires to that draft as soon as practicable, including any further requirements to be addressed in the plan. Your Organisation agrees to accommodate the Department's reasonable and lawful requested changes to the draft transition out plan and to provide a revised draft to the Department for its final approval within 14 days (or other period agreed in writing by the Parties) after the Department requests the changes. Once the Department accepts the draft transition out plan, or revised draft transition out plan, it will become the transition out plan for the Activity.

A8.2. Transition out

A8.2.1. On termination or expiration of the Activity or this Agreement for any reason, Your Organisation must, in good faith, cooperate and reasonably assist the Department and any nominee of the Department to achieve an efficient transition of the Activity (which may, at the Department's discretion, be transitioned in whole or part) from Your Organisation to either the Department or the Department's

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

nominee.

A8.2.2. Where Your Organisation is required under Supplementary Condition A8.1.1 to prepare and submit a transition out plan for the Activity, Your Organisation must perform Your Organisation's obligations in Supplementary Condition A8.2.1 in relation to the Activity in accordance with that transition out plan except to the extent the Department advises Your Organisation otherwise.

A8.2.3. This Supplementary Condition A8.2 [Transition out] survives the expiry or earlier termination of the Activity or this Agreement.

A9. REMEDIATION PLAN

A9.1. Defined terms

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

A9.2. The Department may request a Remediation Plan

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

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

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

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

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

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

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

A9.4. Rejection of a modified Remediation Plan

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

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

A10. TERMINATION AND DISPUTES

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

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A10.1. Department's rights to withhold or reduce the Grant

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

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

A11. Clause 11.1.2 of the Terms and Conditions is replaced with the following clause:

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

- a. the Supplementary Conditions in Annexure A to the Schedule;
- b. the Terms and Conditions;
- c. the Schedule;
- d. PIR Guidance Pack (2016)
- e. the Letter of Offer; and
- f. any documents incorporated by reference into the above documents.

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Partners In Recovery Standard Funding Agreement Schedule

Activity Performance Indicators

	Performance Indicator Description	Target
1	Client numbers must not exceed the Maximum Client Level of s47	
2	A minimum of s47 clients supported to submit a compliant application to test their eligibility for NDIS supports by 30 June 2017	100%
3	A minimum of s47 clients supported to submit a compliant application to test their eligibility for NDIS supports by 30 June 2018	100%
4	A minimum of s47 clients supported to submit a compliant application to test their eligibility for NDIS supports by 30 June 2019	100%
5	A minimum of s47 clients to be supported through the process of establishing an Individual Funded Plan with NDIA by 30 June 2017	100%
6	A minimum of s47 clients to be supported through the process of establishing an Individual Funded Plan with NDIA by 30 June 2018	100%
7	A minimum of s47 clients to be supported through the process of establishing an Individual Funded Plan with NDIA by 30 June 2019	100%
8	PIR activities undertaken in accordance with the details set out in the Annual Activity Work Plan for each financial year	100%

*Partners In Recovery Standard Funding Agreement Schedule***In-kind funding contribution target for the Northern Sydney PIR Region**

PIR Region	Organisation	2016-17 (\$)	2017-18 (\$)	2018-19 (\$)
Northern Sydney	Primary and Community Care Services Ltd	\$47		

The NDIS commences in your region from 1 July 2016.

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Partners In Recovery Standard Funding Agreement Schedule
Consortium Membership List for the Northern Sydney PIR Region

Lead Agency	Primary & Community Care Services Limited
Consortium Members	Anglicare Sydney
	Arbias NSW
	Benevolent Society
	Black Dog Institute
	Break Thru People Solutions
	Care Connect
	Carers NSW
	Catholic Community Services
	Community Care (Northern Beaches) Limited
	Lifeline Harbour to Hawkesbury
	Link Housing
	Macquarie University Psychology Clinic
	Neami
	New Horizons Enterprises Ltd
	Northern Sydney Local Health District
	Northside Community Forum
	NSW Institute of Psychiatry
	Salvation Army
	Schizophrenia Fellowship of NSW Inc
	St John of God Health Care
	South Pacific Private
	The Medical Benevolent Association of NSW
	Transcultural Mental Health
	Uniting Care Mental Health
	YMCA of Sydney

N.B. the above list reflects the current membership of the Northern Sydney Collaborative Mental Health Working Group (CMHWG), which has an open membership to any organisation, practitioner, or professional body with an interest in the mental health and wellbeing of individuals living in the Northern Sydney PIR region. As per the approved submission for funding, the CMHWG has representatives on the program steering committee which is the main governance mechanism for the Northern Sydney region.

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