

SCHEDULE: Partners in Recovery

Schedule Commencement Date: 22/06/2015

Schedule Completion Date: 30/10/2016

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 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.

Partners in Recovery 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 'wrap around' care individually 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.

Item B YOUR ORGANISATION'S ACTIVITY INFORMATION

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

B.1 Name of Your Organisation: Northern Sydney Medicare Local Ltd

B.2 ABN: 92 154 673 793

B.3 Activity Name: Partners In Recovery

Activity Start Date: 22/06/2015

Activity End Date: 30/06/2016

Activity Details:

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.

A list of definitions is provided at Attachment 1.

In 2015-2016, Your Organisation, as the PIR Organisation Lead Agency, is required to:

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- engage and join up the range of sectors, services and supports from which individuals may need assistance within the Service Area nominated below;
- build partnerships, establish (or 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):
 - a. undertaking ongoing detailed service mapping and gap analysis to identify the capacities and gaps inherent within the service delivery system in the region; and
 - b. 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;
- establish 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 activities to achieve system level reforms; and
- actively participate in PIR national support projects, including resource development, capacity building, and monitoring and evaluation activities.

Funding and administrative arrangements beyond 2015-16 will need to be considered in the context of the Government's National Disability Insurance Scheme

Upon execution of this Schedule Your Organisation will receive a transition payment. This funding will form part of your total allocation for 2015-16. This funding is to be used both for transition of services and establishment of service delivery in 2014-15 and service delivery in 2015-16 and is to be used in line with the broader financial accountability requirements set out in the Guidelines.

Governance

The Funding allocation for this Activity has been determined in consideration of the total funding available for PIR Lead Organisation Agencies, the indicative funding ranges and population estimates for the regions specified in the PIR Program Guidelines, and weightings for rurality and socioeconomic disadvantage.

Your Organisation is accountable for the management of the service models within the nominated Service Area in line with the Region's budget allocation for 2015-16 and client targets. 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 Operational Guidelines for PIR Lead Organisation Agencies, May 2013.

The PIR Programme is to be overseen by a Consortia. Your Organisation, as the PIR Organisation Lead Agency, has advised the Consortia comprises the following 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

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project outputs, including the day to day aspects of delivering the PIR programme within the nominated Service Area, including planning and ongoing management, monitoring progress and managing within the resources allocated.

*PIR Regions are defined as Medicare Local Region boundaries.

Activity Performance Indicators:

	Performance Indicator Description	Target
1	PIR Services have been effectively managed to meet the PIR Regions total client target by 30 June 2016	s47

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	Northern Sydney Medicare Local Ltd	Unit 2, 1 Central Avenue, THORNLEIGH, NSW, 2120
2	Direct Funded	Northern Sydney Medicare Local Ltd	Unit 2, 1 Central Avenue, THORNLEIGH, NSW, 2120
3	Direct Funded	Northern Sydney Medicare Local Ltd	Unit 2, 1 Central Avenue, THORNLEIGH, NSW, 2120
4	Direct Funded	Northern Sydney Medicare Local Ltd	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	Medicare Local Region 2012	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

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

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2015-2016	s47		
2016-2017		\$0.00	\$0.00

Bank Account Information:

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

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

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

Budget to be provided as a milestone through the Annual 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

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 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 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 and system capacity building activities. This must be clearly itemised for all expenses valued at \$500

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and above,

- performance against the activities, targets, outcomes and priorities set out in Item B.3;
- advice regarding the 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.

E.2 Activity Work Plan

Partners In Recovery

Annual 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 Plan; and
- an Annual Budget.

The Annual Plan and Annual Budget must:

- Identify planned activities, milestones and outcomes for the 2015-16 financial year against the allocated budget,
- Governance and operational arrangements in accordance with application materials and PIR Operational Guidelines,
- Risk Management Plan which identifies any risks to service continuity with the transfer of the program from the Medicare Locals;
- Communications Strategy to manage transitional aspects and continuity of the program with members of the Consortia; and
- a comprehensive map of the PIR service system architecture operating within the region.

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

Your Organisation agrees that when the Annual Plan and Annual Budget are approved

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by the Department, the public components of the Reports (as identified in the template provided by the Department or otherwise notified in writing by the Department) will, as soon as practical, be made available on your organisation's website. Public components exclude any content relating to Risk Management Plan and any sensitive content agreed by the Department.

E.3 Annual Report

None specified

E.4 Financial Acquittal Reports

To be provided per Activity as specified below.

Partners In Recovery

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 the Item B must be submitted to the Department at the time specified in Item F.

E.5 Other Reports

Partners In Recovery

Client Minimum Data Set

Interim Quarterly Data Reports using the sub-set of data items from the PIR Minimum Data Set.

Your PIR Lead Organisation Agency is required to provide the Quarterly Interim Client Data Reports using the report template previously provided by the Department (available from the PIR Capacity Building Project web portal at the following link <http://www.pirinitiative.com.au/story/2014-06-cims.php>) and submitted to the Department via the relevant RSG office.

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E.6 Final Report

Partners In Recovery

The Final Report is the Twelve Month Performance Report for the period 2015-16. See Item E.1.

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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			\$47
F.2	Payment	Partners In Recovery			
F.3	Activity Work Plan	Partners In Recovery	14 August 2015	\$0.00	\$0.00
F.4	Payment	Partners In Recovery			\$47
F.5	Financial Acquittal Report	Partners In Recovery	12 February 2016	\$0.00	\$0.00
F.6	Performance Report	Partners In Recovery	12 February 2016	\$0.00	\$0.00
F.7	Payment	Partners In Recovery			\$47
F.8	Payment	Partners In Recovery			
F.9	Performance Report	Partners In Recovery	30 September 2016	\$0.00	\$0.00
F.10	Financial Acquittal Report	Partners In Recovery	30 September 2016	\$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

None specified

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

Partners In Recovery

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

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

None specified

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

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The Commonwealth's Confidential Information is:

None specified

Your Organisation's Confidential Information is:

None specified

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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 DoH Contract Manager
Phone	s22
Email	s22
Postal Address	GPO Box 9848 CANBERRA ACT 2601
Facsimile	s22

Your Organisation's contact details and address for notices:

Name or Position	s47F CEO
Phone	s47F
Email	
Postal Address	Unit 2, 1 Central Avenue 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

Supplementary Condition G8.1 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.

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

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against any of the following liabilities:

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

G5. APPOINTMENT OF GRANT ADMINISTRATOR OR HEALTH MANAGEMENT ADVISER

G5.1. Circumstances where a Grant Administrator or Health Management Adviser may be appointed

G5.1.1. Where the Department considers that:

- a. Your Organisation is unable to properly manage the Grant Funds;
- b. there is significant or continuing breach of this Agreement; or
- c. the whole or any part of an Activity is, or may be, compromised because of Your Organisation's management or governance,

Your Organisation consents to the Department appointing either a Grant Administrator or a Health Management Adviser or both to Your Organisation.

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

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

G5.2.2. The Grant Administrator may control all or part of the Grant funds. If the Grant Administrator so requests, Your Organisation must:

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

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

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

G5.2.4 The role of a Health Management Adviser is to perform any functions determined by the Department (other than the functions of a Grant Administrator). This may include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G5.7. Survival

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

G8. WORKING WITH VULNERABLE PERSONS

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

- a. 'Child' means an individual under the age of 18;
- b. 'Criminal or Court Record' means any record of any Other Offence;

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- c. 'Other Offence' means, in relation to any Relevant Person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:
- i. an apprehended violence or protection order made against the Relevant Person;
 - ii. one or more traffic offences involving speeding more than 30 kilometres over the speed limit, injury to a person or damage to property;
 - iii. a crime or offence (or attempt to commit a crime or offence) involving the consumption, dealing in, possession or handling of alcohol, a prohibited drug, a prohibited narcotic or any other prohibited substance;
 - iv. a crime or offence (or attempt to commit a crime or offence) involving violence against or the injury, but not the death, of a person; or
 - v. a crime or offence (or attempt to commit a crime or offence) involving dishonesty that is not covered by Supplementary Condition G8.1.1.f.iii.
- d. 'Police Check' means a formal inquiry made to the relevant police authority in each Australian State or Territory in which Your Organisation knows the Relevant Person has resided that is designed to obtain details of the Relevant Person's criminal conviction or a finding of guilt in all places (within and outside Australia);
- e. 'Relevant Person' means a natural person who is an actual or potential officer, employee, volunteer, agent or contractor of Your Organisation;
- f. 'Serious Offence' means:
- i. a crime or offence involving the death of a person;
 - ii. a sex-related offence or a crime, including sexual assault (whether against an adult or Child); Child pornography, or an indecent act involving a Child;
 - iii. fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or
 - iv. an attempt to commit a crime or offence described in Supplementary Conditions G8.1.1.f.i to iii;
- g. 'Serious Record' means a conviction or any finding of guilt regarding a Serious Offence; and
- h. 'Vulnerable Person' means:
- i. a Child; or
 - ii. an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.
- G8.1.2. This Supplementary Condition G8.1 [Working with Vulnerable Persons] applies to any part of an Activity that involves working, or contact, with Vulnerable Persons except as otherwise specified in Item M of the Schedule.
- G8.1.3. Your Organisation must:
- a. before engaging, deploying or redeploying a Relevant Person in relation to any part of an Activity that involves working or contact with a Vulnerable Person; and
 - b. thereafter every three years that the Relevant Person is deployed or redeployed in relation to any part of an Activity that involves working or contact with a Vulnerable Person,
- do the following:
- c. obtain a Police Check for the Relevant Person, except as otherwise specified in Item M of the Schedule;
 - d. confirm that no applicable Commonwealth, State or Territory Law prohibits the Relevant Person from being engaged in a capacity where they may have contact with Vulnerable Persons;
 - e. comply with all other applicable Laws of the place in which that part of the Activity is being conducted in relation to engaging or deploying the Relevant Person in a capacity where he or she may have contact with Vulnerable Persons; and

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f. comply with any other conditions set out in Item M of the Schedule in respect of the Activity.

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

G8.1.5. Your Organisation agrees:

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

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

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

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

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

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

- a. a Criminal or Court Record;
- b. been charged or convicted of any Other Offence;
- c. been charged with an Serious Offence,

to work on any part of an Activity that involves working or contact with Vulnerable Persons.

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

- a. whether the Relevant Person's Criminal or Court Record (or the offence that the Relevant Person has been charged with, or convicted of, as specified in Supplementary Condition G8.1.5.b) is directly relevant to the role that he or she will or is likely to perform in relation to an Activity;
- b. the length of time that has passed since the Relevant Person's charge or conviction and his or her record since that time;
- c. the nature of the offence pertaining to the Relevant Person's charge or conviction and the circumstances in which it occurred;
- d. whether the Relevant Person's charge or conviction involved Vulnerable Persons;
- e. the nature of the Activity for which the Relevant Person is employed or engaged and the circumstances in which the Relevant Person will or is likely to have contact with Vulnerable Persons;
- f. the particular role the Relevant Person is proposed to undertake or is currently undertaking in relation to an Activity and whether the fact the Relevant Person has a Criminal or Court Record (or has been charged or convicted as specified in Supplementary Condition G8.1.5.b) is reasonably likely to impair his or her ability to perform or continue to perform the inherent requirements of that role;
- g. the Relevant Person's suitability based on their merit, experience and references to perform the role they are proposed to undertake, or are currently undertaking, in relation to an Activity; and
- h. any other factors specified in Item M of the Schedule as factors that Your Organisation must take into account in conducting a risk assessment for the purpose of this Supplementary Condition G8 [Working with Vulnerable Persons].

G8.1.9. After taking into account the factors set out in Supplementary Condition G8.1.8 in respect of a

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Relevant Person, Your Organisation agrees to determine whether it is reasonably necessary to:

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

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

G8.1.11. Your Organisation agrees to:

- a. reflect Your Organisation's obligations under this Supplementary Condition G8 [Working with Vulnerable Persons] in all Subcontracts Your Organisation enters into; and
- b. ensure the requirements in this Supplementary Condition G8.1 [Working with Vulnerable Persons] are included in any Sub-subcontracts that are entered into,

in relation to any part of an Activity that involves working with Vulnerable Persons.

G20. NO-SMOKING POLICY

G20.1.1. Your Organisation represents and warrants to the Department that Your Organisation will develop and implement, as soon as reasonably practicable, a 'no-smoking' policy for any building, workplace, vehicles, facilities and any other place or part thereof that Your Organisation owns or leases at which an Activity, or part thereof, is performed.

Partners In Recovery

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

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

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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, 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))

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

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

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.

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

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A3.3. Medicare Benefits

A3.3.1. For the purposes of this Supplementary Condition A3.3 [Medicare Benefits], 'Medicare Benefits' means Other Contributions in the form of benefits or rebates paid to Your Organisation for professional services performed as part of the Activity which are:

- a. listed in the Medicare Benefits Schedule; and
- a. rendered by Your Organisation to its clients,

in accordance with the Health Insurance Act 1973 (Cth).

A3.3.2. Your Organisation must use all Medicare Benefits that it receives, and all interest that it earns on those Medicare Benefits, solely for the purpose of providing comprehensive primary health care services in the course of the Activity.

A4. PARTIES' RELATIONSHIP AND PERSONNEL

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
- 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.

A5.4. Motor vehicles

A5.4.1. Your Organisation is only permitted to purchase (as opposed to lease) a vehicle for the Activity

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

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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 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

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

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Commonwealth need not comply with sections 95, 121(4), 130 (to the extent that it requires the secured party to give a notice to the grantor), 132 or 137(3) of the PPS Act.

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

A6. WORK HEALTH AND SAFETY

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

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

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

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

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

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

- a. immediately report the matter to the Department, including all relevant details that are known to Your Organisation;
- b. as soon as possible after the Notifiable Incident, investigate the Notifiable Incident to determine, as far as it can reasonably be done:
 - i. its cause; and
 - ii. what adverse effects (if any) it will have on Your Organisation's conduct of the Activity, including adverse effects on health and safety;
- c. as soon as possible after the Notifiable Incident, take all reasonable steps to remedy the effects of the Notifiable Incident on health and safety;
- d. as soon as possible after the Notifiable Incident, take all reasonable steps (including by instituting procedures and systems) to ensure that the kinds of events or circumstances which led to the Notifiable Incident do not reoccur;
- e. within 3 business days after the Notifiable Incident, give the Department a written report detailing the Notifiable Incident, including the results of the investigations required by Supplementary Condition A6.1.5.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,

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

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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).

A11. INTERPRETATION

A11.1. General interpretation of this Agreement

A11.1.1. Clause 11.1.2 of the Terms and Conditions is replaced with the following clause:

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

- a. the Supplementary Conditions in Annexure A to the Schedule;
- b. the Terms and Conditions;
- c. the Schedule;
- d. Annexure D - Budget
- e. Annexure B - Definitions
- f. Annexure E - Initial Establishment and Transition Plan
- g. the Covering Letter; and
- h. any documents incorporated by reference into the above documents.

A11.2. Definitions

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

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

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

A11.3. Additional information

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

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

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

and replaced with the following wording:

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

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

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

Department of Health SFA SCHEDULE Version March 2015

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Standard Funding Agreement Schedule

Signatories to this Agreement

Parties **Commonwealth of Australia** ("Commonwealth"), as represented by and acting through **The Department of Health ABN 83 605 426 759**, Sirius Building, Cnr Furzer and Worgan St, Phillip ACT 2060 ("Department")

Northern Sydney Medicare Local Ltd **ABN 92 154 673 793** of Unit 2, 1 Central Avenue, THORNLEIGH, NSW, 2120 ("Your Organisation")

Executed by the Parties as a DEED on the 25 day of June Year 2015

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

This Agreement is deemed to have commenced on 22/06/2015

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

s22

s22

(Signature of Departmental Representative) 25/6/15

(Signature of Witness) 25/6/15

s22

s22

(Name of Departmental Representative)

(Name of Witness in full)

A/g Director
NSW and ACT Office

A/g Grants Manager
NSW ACT Office

Regional Services Grants Branch. Regional Services Grants Branch.
Company

Signed, Sealed and Delivered by Northern Sydney Medicare Local Ltd ABN 92 154 673 793, in accordance with its Constitution:

s47F

s47F

(Signature of Director)

25.6.15

(Signature of other Director/Secretary) 25.6.15

s47F

s47F

(Name of Director in full)

(Name of other Director/Secretary)

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