

Services Agreement

The Parties

Primary Care Gold Coast Limited
(trading as Gold Coast Primary Health Network)
ACN 152 953 092

Level 1, 14 Edgewater Court, Robina QLD 4226
(GCPHN)

and

Entity name
(trading as name)
ABN xx xxx xxx xxx
Address
(Contractor)

Please Note:

This Agreement comprises of two parts:

- Standard Terms and Conditions and Service Agreement Service Details
- Service Schedule

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“Building one world class health system for the Gold Coast.”

Gold Coast Primary Health Network gratefully acknowledges the financial and other support from the Australian Government Department of Health. Primary Care Gold Coast Limited (ABN 47152953092), trading as the Gold Coast Primary Health Network.

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GOLD COAST

An Australian Government Initiative

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Introduction

Gold Coast Primary Health Network (GCPHN) requires the provision of Services.

The Contractor is a supplier of such Services and has represented that it has the requisite skills, resources, and experience necessary to supply them.

The Contractor agrees to supply the Services to GCPHN in accordance with the Terms (as defined in the Service Agreement Service Details and Service Schedule) and conditions of this Agreement.

It is agreed:

1. Definitions and interpretations

1.1. Definitions

In this Agreement:

- (1) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or payment is to be made.
- (2) **Claim** includes any claim, proceeding, action, cause of action, demand or suit (including by way of contribution or indemnity), at law or in equity, including for payment of money (including damages) or for an extension of time, including by statute (to the extent permitted by Law), in tort for negligence or otherwise, including negligent misrepresentation or for strict liability, breach or for restitution.
- (3) **Commencement Date** means the date specified in Item 1 of the Service Agreement Service Details.
- (4) **Confidential Information:**
 - (a) means all information of whatever description, including but not limited to information which relates to processes, equipment and techniques used by GCPHN in the course of GCPHN's business, including but not limited to all information, data, drawings, specifications, documents, source or object code, designs, construction, workings, functions, features and performance notes, techniques, concepts not reduced to material form, agreements with third parties, schematics and proposals and intentions, technical data and marketing information such as client and patient lists, financial information and business plans, whether in permanently recorded form or not and whether or not belonging to a third party, which is:
 - (i) by its nature confidential; or
 - (ii) is designated by GCPHN as confidential; or
 - (iii) a party knows or ought to know is confidential.
 - (b) but does not include information:
 - (i) that is independently created or rightfully known by, or in the possession or control of, the other party and not subject to an obligation of confidentiality on the other party; or
 - (ii) which is or becomes public knowledge (otherwise than as a result of a breach of this Agreement or any other confidentiality obligation); or
 - (iii) required to be disclosed by Law.
- (5) **Contractor Material** means Material:

- (a) used by the Contractor for the purpose of performing the Services; and
 - (b) which has been:
 - (i) created before the Commencement Date; or
 - (ii) created after the Commencement Date but not for the purpose of, or as a result of, performing the Services,
- including the Material specified in Item 9 of the Service Schedule.
- (6) **Contract Material** means any Material created by the Contractor on or following the Commencement Date for the purpose of, or as a result of, performing its obligations under this Agreement and includes any modifications that may be required under Clause 7.5 (2)(b).
 - (7) **Day** means a calendar day.
 - (8) **Deliverable Date** means any fixed date to be met by the Contractor in performing any of its obligations under this Agreement, as specified in Item 7 of the Service Schedule as extended in accordance with this Agreement.
 - (9) **Deliverables** means any Contract Material or other item or element of the Services to be supplied by the Contractor to GCPHN under this Agreement including as specified in Item 6 of the Service Schedule.
 - (10) **End Date** means the date specified in Item 1 of the Service Agreement Service Details.
 - (11) **Establishment Date** means the date specified in Item 2 of the Service Schedule.
 - (12) **Service Schedule** means the schedule attached to this Agreement.
 - (13) **Intellectual Property Rights or IPR** means all intellectual property rights, including:
 - (a) plant breeder's right, patents, copyright, processes, know-how, rights in circuit layouts, registered designs, trademarks (including goodwill in those marks), domain names and any right to have confidential information kept confidential;
 - (b) any application or right to apply for registration of any of those rights referred to in (a); and
 - (c) all rights of similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.
 - (14) **Jurisdiction** means the law of Queensland.
 - (15) **Law** means:
 - (a) any statute, regulation or subordinate legislation of the Commonwealth of Australia, the Jurisdiction or local or other government in force in the Jurisdiction, irrespective of where enacted; and
 - (b) the common law and the principles of equity as applied from time to time in the Jurisdiction.
 - (16) **Losses** means liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred by or awarded against a party).

- (17) **Material** includes software, firmware, documented methodology or process, property, information, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.
- (18) **GCPHN Deed** means the "Primary Health Networks Deed for Funding" entered into between the Commonwealth of Australia and GCPHN.
- (19) **GCPHN Material** means any material provided to the Contractor by GCPHN, including the material (if any) specified in Item 9 of the Service Schedule.
- (20) **GCPHN Representations** means any representations (including by silence) made by GCPHN to the Contractor in respect of the scope or nature of the Services or any matters which are the subject of this Agreement.
- (21) **Moral Rights** has the meaning given by the *Copyright Act 1968* (Cth).
- (22) **Notice** has the meaning given in Clause 21.10.
- (23) **Payment** means funds payable in accordance with Clause 15 and Item 4 of the Service Schedule.
- (24) **Performance Criteria** means the requirements set out in Item 6 of the Service Schedule for each Service and Deliverable.
- (25) **Personal Information** has the same meaning as in the *Privacy Act 1988* (Cth) being: Personal information means information or an opinion about an identified individual or individual who is reasonably identifiable.
- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not.
- (26) **Personnel** means any natural person who is an employee, officer, agent or professional adviser of a party or, in the case of the Contractor, a subcontractor.
- (27) **Police Check** means a formal inquiry made to the relevant police authority in each State or Territory to obtain details of an individual's criminal convictions or findings of guilt in each State or Territory and in all non-Australian jurisdictions in which the relevant person is known to have resided.
- (28) **Prior Services** means any early services in respect of the subject matter of this Agreement performed by the Contractor before the Commencement Date and includes any services described as "Prior Services" in Item 3 of the Service Agreement Service Details.
- (29) **Related Body Corporate** has the same meaning as in the *Corporations Act 2001* (Cth).
- (30) **Reportable Incident** means any unintended or unexpected event that contains one or more of the components described under Item 9 of the Service Agreement Service Details
- (31) **Schedule Start Date** means the date specified in Item 2 of the Services Schedule.
- (32) **Services** means the services described in Item 3 of the Service Schedule and includes any deliverables.
- (33) **Special Conditions** means the special conditions (if any) for the Funding or Services, specified in the Service Agreement Service Details that relates to the Funding or Services;
- (34) **Specified Personnel** means the Contractor's subcontractors or personnel specified in Item 3 of the Service Schedule.

- (35) **Term** has the meaning given in Clause 2.1.
- (36) **Variation** means any change to services, including any addition, increase, decrease, omission or deletion in, to or from the services.
- (37) **Vulnerable Person** means:
- (a) an individual aged under 18 years; or
 - (b) an individual aged 18 years or 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, illness, trauma or disability, pregnancy, the influence, or part or existing use, of alcohol, drugs or substance use, or any other reason.

1.2 Interpretation

- (1) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.
- (2) If an act must be done on a specified day that is not a Business Day, it must be done on or by the next Business Day.
- (3) Words in the singular include the plural and vice versa.
- (4) Where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (5) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- (6) Headings are inserted for convenience and do not affect the interpretation of this Agreement.
- (7) To the extent that the parties have not completed items in the Service Schedule, unless otherwise stated in the Service Schedule, that item will be taken to be 'not applicable' for the purpose of this Agreement.
- (8) A reference to:
 - (a) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority and (as the case may be) the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (b) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (c) a right includes a benefit, remedy, discretion or power;
 - (d) time is to local time in the place where GCPHN's contact person as defined in Item 2 of the Service Agreement Service Details is located;
 - (e) "\$" or "dollars" is a reference to Australian currency;
 - (f) the word "includes", and any variants of that word, will be read as though followed by the words "without limitation";
 - (g) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;

- (h) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions; and
- (i) this Agreement includes all Service Schedule and Annexures to it.

2. Term of Agreement

- 2.1 Subject to Clause 2.3, this Agreement begins on the Commencement Date and ends on the End Date unless terminated earlier in accordance with Clauses 17 or 19.3 (**the Term**).
- 2.2 Notwithstanding Clause 2.1, all Prior Services are deemed to form part of the services and:
 - (1) all warranties and acknowledgments that apply to the services will apply to the Prior Services; and
 - (2) all Prior Services undertaken and money paid in respect of the Prior Services will be deemed to have been performed and paid pursuant to this Agreement.
- 2.3 If the Contractor not less than three (3) months prior to the End Date gives written notice to GCPHN that it wishes to renew this Agreement, and has at all times complied punctually with its obligations under this Agreement, GCPHN may, in its absolute discretion, by Notice to the Contractor, extend the Term for one additional period of one year. For the sake of clarity, GCPHN is not obliged to grant such extension.

3. Performance of Services

- 3.1 The Contractor must carry out the services:
 - (1) with due care and skill and to the best of the knowledge and expertise of the Contractor for the benefit of GCPHN;
 - (2) in accordance with the Performance Criteria;
 - (3) in a professional manner and in accordance with any applicable ethical codes or standards;
 - (4) in accordance with relevant Australian industry standards, best practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;
 - (5) using the Specified Personnel (if any);
 - (6) in accordance with:
 - (a) all applicable Law; and
 - (b) all applicable governmental policy of which a prudent and experienced Contractor providing the services should have been aware;
 - (7) in accordance with any reasonable directions in relation to the services given by GCPHN from time to time;
 - (8) in accordance with all applicable legislative requirements, standards and policies and requirements that relate to the health and safety of any person;
 - (9) in good faith in all dealings with GCPHN, and must not do anything that may be harmful to the reputation or interests of GCPHN;
 - (10) so as to meet the Deliverable Dates and where no Deliverable Dates are specified, promptly and without delay; and
 - (11) otherwise in accordance with the provisions of this Agreement.

3.2 The Contractor represents and warrants that:

- (1) it has the right and authority to enter into this Agreement;
- (2) it has all rights, title, licences, interests and property necessary to lawfully perform the services and grant the rights to GCPHN specified in this Agreement;
- (3) it and its subcontractors and personnel, including its specified personnel, have and will maintain the necessary experience, qualifications, licences and permits, skill, knowledge and competence to perform the Services;
- (4) all information, reports and contract Material given to GCPHN under this Agreement will be correct, complete and not misleading;
- (5) if the Contractor is a trustee, it enters into this Agreement personally and in its capacity as trustee; neither it nor any of its personnel, agents or subcontractors (including specified personnel) has any actual, perceived or potential conflict of interest as defined in GCPHN's Conflict of Interest (COI) Procedure, located online at this web address - gcphn.org.au
- (6) or anticipates such a conflict, relevant to the performance of the services;
- (7) it will promptly, but within 24 hours of becoming aware, notify and fully disclose to GCPHN any actual or threatened event, or occurrence, or actual, perceived or potential conflict of interest arising during the Term which could have an adverse effect on the Contractor's ability to perform any of its obligations under this Agreement;
- (8) it will promptly, but within 24 hours of becoming aware, notify GCPHN and fully disclose all material information if it becomes subject in any way to the operation of the Law relating to insolvency or bankruptcy;
- (9) no litigation, arbitration, mediation, conciliation or proceedings including any investigations are taking place, pending; or to the knowledge of any of its officers after due inquiry, are threatened, which, if adversely decided, could have an adverse effect on its ability to perform its obligations under this Agreement;
- (10) in accordance with the requirements of all relevant work, workplace health and safety legislation or regulation, or regulation in relation to the provision of the services, it has not made any false declaration in respect of any current or past dealings with the Commonwealth or any government agency, including in any tender or application process or in any other agreement; and
- (11) it has had no significant deficiency in the performance of any substantive requirement or obligation under any prior agreement with the Commonwealth or any government agency which would adversely affect its ability to perform this Agreement.
- (12) It has exercised its own judgement in entering into this Agreement and has not relied on any warranty or representation made by GCPHN, its officers, employees or agents, as specifically set out in this Agreement.

The Contractor acknowledges that GCPHN is entering into this Agreement reliant on these warranties and representations.

- 3.3 If it becomes evident to the Contractor or GCPHN that anything, including an act or omission of GCPHN or an employee, other contractor, or agent of GCPHN, may delay the carrying out of the Services, that party must promptly notify the other party in writing with details of the possible delay and the cause. GCPHN may, at any time, by Notice to the Contractor, extend the time for carrying out

the services or any Deliverable Date for any reason. GCPHN is not required to exercise its discretion under this Clause 3.3 for the benefit of the Contractor.

- 3.4 The Contractor must report to GCPHN as set out in the Service Agreement Service Details and Service Schedule, and must provide ad-hoc reports as reasonably directed by GCPHN with respect to all aspects of the Services.

3.5 Variations to the Services

- (1) GCPHN may:
 - (a) at any time by mutual agreement instruct the Contractor to carry out a Variation by a written document titled "Variation Order"; and
 - (b) carry out any services, omitted under paragraph (a), either itself or by engaging third parties.
- (2) The Contractor:
 - (a) must not effect a Variation unless that Variation is directed by GCPHN in accordance with Clause 3.5(1); and
 - (b) will have no Claim against GCPHN if, contrary to Clause 3.5(2)(a), it does affect a purported Variation that is not directed by GCPHN in accordance with Clause 3.5(1).
- (3) GCPHN will:
 - (a) consult with the Contractor in good faith on any necessary adjustment to the Fee resulting from any Variation (with such adjustment being reasonable and proportionate having regard to the Variation); and
 - (b) adjust the Fee as necessary and acting reasonably, by notice in writing to the Contractor.
- (4) Nothing in this Clause 3.5 limits GCPHN's rights under Clause 21.7(2).

3.6 Damage to Property

- (1) The Contractor must report immediately to GCPHN any damage caused by the Contractor or its employees to any property facilities and equipment whether owned by GCPHN or any third party. The Contractor agrees that it must, at its own cost and expense, make good any damage resulting from performance of the services or otherwise caused or contributed to, directly or indirectly, by the Contractor or its employees. Any such repair shall be carried out by contractors acceptable to GCPHN without undue delay and in all case subject to the terms and conditions of this Agreement. The Contractor's use of any of GCPHN's property, facilities, or equipment is at the Contractor's risk.

4. Probity Checks

- 4.1 If required by GCPHN, the Contractor must obtain from each of the personnel proposed to perform any aspect of the Services, consents to undertake, and to provide all information and assistance required for:
- (1) a Police Check; and
 - (2) any other check or investigation required by Law or government policy in respect of Vulnerable Persons.

- 4.2 The personnel must not perform any aspect of the Services until GCPHN has conducted such probity checks as required by GCPHN and are of a type referred to in Clause 4.1 and determined in writing and acting reasonably, that each of the personnel is of suitable character to perform the Services.
- 4.3 Notwithstanding anything else in this Agreement, the Contractor is responsible for all costs associated with compliance with this Clause 4.

5. Specified Personnel and Subcontracting

5.1 Subcontractors

- (1) The Contractor must not subcontract any aspect of the provision of the Services without the prior written approval of:
 - (a) GCPHN, approval may be given or withheld in accordance with GCPHN's sole and absolute discretion; and
 - (b) where required, the Commonwealth.
- (2) The Contractor must ensure that any subcontractor, personnel and specified personnel approved under this Agreement comply with:
 - (a) all applicable Laws;
 - (b) Clause 3.2(6) and (7) (Conflict of Interest);
 - (c) Clause 11 (Confidentiality);
 - (d) Clause 12 (Protection of Personal Information); and
 - (e) Clauses 20.1 to 20.4 (Commonwealth Requirements).
- (3) The Contractor is fully responsible for the performance of the Services even if the Contractor subcontracts any aspect of the provision of the Services.

5.2 Specified Personnel

- (1) Except as otherwise specifically agreed in writing by GCPHN, the components of the Services to be performed by members of the Specified Personnel must be performed exclusively by those members of the Specified Personnel.
- (2) If any of the Specified Personnel become unavailable or refuse to provide the Services, the Contractor must inform GCPHN as soon as possible after becoming aware. Within five (5) Business Days of the Contractor becoming aware that a Specified Personnel is unavailable or refuses to provide the Services, the Contractor must appoint a replacement person of equivalent expertise who must:
 - (a) meet the requirements of this Agreement; and
 - (b) be approved by GCPHN in writing.
- (3) The Contractor will provide GCPHN, upon request in writing, with full particulars as to the qualifications and relevant experience of any proposed replacement person.
- (4) The Contractor warrants that the persons engaged in the performance of the Services are or will be, while they perform those Services, employed or contracted by it and that such persons shall be suitably qualified for the performance of the duties allocated to them in connection with this Agreement.

- (5) GCPHN may at any time require the Contractor to remove any of its personnel, including Specified Personnel, from performing any of the Services.

6. Performance Assessment

- 6.1 Each element of the Services is subject to assessment by GCPHN against the relevant Performance Criteria.
- 6.2 Without limiting any other rights of GCPHN under this Agreement, if GCPHN considers at its sole discretion that all or part of the Services do not meet the Performance Criteria, GCPHN must notify the Contractor within five (5) Business Days (or such other period as specified in Item 8 of the Services Details and Item 6 of the Service Schedule) of assessing the Services against the Performance Criteria.
- 6.3 GCPHN must include reasons as to why it considers the Services do not meet the Performance Criteria in the Notice given under Clause 6.2.
- 6.4 If GCPHN notifies the Contractor that all or part of the Services do not meet the Performance Criteria, the Contractor must:
- (1) take all necessary steps to ensure that the Services are promptly corrected;
 - (2) give Notice to GCPHN when the Services have been corrected; and
 - (3) allow GCPHN to repeat the assessment of all or part of the Services against the Performance Criteria;
 - (4) Implement any strategy or action as suggested by GCPHN;
- within five (5) Business Days after the date of the Notice or such other time as agreed between the parties in writing.
- 6.5 Failure to meet the Performance Criteria on two or more occasions, shall be considered a fundamental breach of this Agreement and GCPHN may (in addition to its other remedies and without limiting Clause 17.1(1)(a)) terminate the Agreement immediately under Clause 17.1(1)(b).

7. Intellectual Property Rights

7.1 GCPHN Material and Contractor Material

This Clause 7 does not affect the ownership of the Intellectual Property Rights in any GCPHN Material or Contractor Material.

7.2 GCPHN ownership of Intellectual Property Rights in Contract Material

7.3 All Intellectual Property Rights in all Contract Material vest in GCPHN upon creation.

7.4 Unless otherwise specified in Item 9 of the Service Schedule, to the extent that:

- (1) GCPHN needs to use any of the Contractor Material to receive the full benefit of the Services, the Contractor grants to, or must obtain for, GCPHN and the Commonwealth a perpetual, irrevocable, non-exclusive, world-wide, royalty-free licence (including the right to sub-licence) to use, reproduce, adapt, modify, distribute, communicate, publish, perform, broadcast, communicate and exploit and create derivative works from that material; and
- (2) the Contractor needs to use any of the GCPHN Material or Contract Material for the purpose of performing its obligations under this Agreement; GCPHN grants the Contractor, subject to any conditions or restrictions specified in Item 9 of the Service Schedule and any direction by GCPHN, a non-exclusive, non-transferable, royalty-free licence to use:

- (a) the Contract Material; and
- (b) the GCPHN Material;

solely for the purpose of providing the Services and for the Term of this Agreement. The licence granted under this Clause 7 does not allow the Contractor to distribute or exploit the GCPHN Material or the Contract Material unless GCPHN agrees in writing.

- (3) the contractor must use GCPHN Material or Contract Material in accordance with this Agreement and in the manner prescribed by GCPHN, and must not use such material for any other purpose, and must take steps to ensure that any of its employees or agents comply with the provisions of this clause.
- (4) Upon the expiration, termination or assignment of this Agreement, the Contractor shall immediately cease using the Intellectual Property.

7.5 Intellectual Property Rights Warranty

- (1) The Contractor warrants that:
 - (a) GCPHN's use of the Contract Material and the Contractor Material (the **Warranted Material**) will not infringe the Intellectual Property Rights or Moral Rights of any person; and
 - (b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided in this Clause 7.
- (2) If a third party claims, or GCPHN believes that a third party is likely to claim, that all or part of the Warranted Material infringes the third party's Intellectual Property Rights, in addition to the indemnity under Clause 10 and to any other rights GCPHN may have, the Contractor must promptly and at its own expense:
 - (a) use its best efforts to secure the rights for GCPHN to continue to use the affected Warranted Material; or
 - (b) replace or modify the Warranted Material in a manner acceptable to GCPHN so that it becomes non-infringing.

7.6 Improvements

Should the Contractor during the term of this Agreement develop any improvements to the Contract Material or the GCPHN Material, and acquire any intellectual property rights in relation thereto, the Contractor shall immediately upon creation of such intellectual property rights, assign all its rights to such improvements to GCPHN (or its nominated entity). In the event that the intellectual property rights are not capable, for any reason, of being assigned:

- (1) The contractor grants to GCPHN (or their nominated entity) an irrevocable worldwide, fully assignable, perpetual and royalty free license to use such improvements; such license only capable of being terminated by GCPHN.
- (2) The contractor acknowledges and agrees that GCPHN may seek to register any intellectual property rights in any improvements referred to in Clause 7.6(1) herein and that the contractor shall perform all the acts and do all things necessary to either:
 - (a) Register such improvements in the name of GCPHN, or (if that for any reason is not possible); then
 - (b) Register such improvements in the Contractor's name and assign the registration and all necessary applications to GCPHN.

- (3) In the event that the contractor is not the author of any improvements referred to in 7.6(1) herein, the contractor will use its best endeavours to ensure that all copyright in any such improvement is assigned to GCPHN by the author.

8. Delivery of Contract Material and Deliverables

On the expiration of this Agreement, termination of this Agreement under Clause 17 or 19.3 or upon request of GCPHN, the Contractor must deliver to GCPHN all:

- (1) Contract Material;
- (2) GCPHN Material;
- (3) Deliverables; and
- (4) other material in the possession or custody of the Contractor relating in whole or in part to the Services,

promptly and at the Contractor's expense.

9. Moral Rights

9.1 To the extent permitted by applicable Laws and for the benefit of GCPHN, the Contractor must:

- (1) give, where the Contractor is an individual; and
- (2) ensure that each of the personnel used by the Contractor in the production or creation of the Contract Materials give,

genuine consent in writing, in a form acceptable to GCPHN, to the use of the Contract Material and the Contractor Material for, amongst other things, the Specified Acts even if such use would otherwise be an infringement of their Moral Rights.

9.2 The Contractor acknowledges that any use of the Contract Material or the Contractor Material made by GCPHN is an authorised use and the Contractor releases, and shall cause its personnel to release, GCPHN from any infringement of any personal right of action including any actions, proceedings, claims and demands for damages, loss of profit, any other losses and damages, costs, interest, injunctive relief or other remedies the Contractor or its personnel may have, now or in the future, arising from the use of the Contract Material or the Contractor Material, including but not limited to rights of action under tort law and under any statute.

9.3 In this Clause, Specified Acts means:

- (1) falsely attributing the authorship of any Contract Material, or any content in the Contract Material (including literary, dramatic, artistic works and cinematography within the meaning of the Copyright Act 1968 (Cth));
- (2) materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- (3) reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and
- (4) adding any additional content or information to the Contract Material

10. Indemnity

The Contractor must at all times indemnify, hold harmless and defend GCPHN, its employees, directors, officers and agents from and against all claims and losses arising directly or indirectly from:

- (1) an infringement, or an alleged infringement, of the intellectual property rights or Moral Rights of any person, which occurred by reason of an act done by GCPHN, or its sub-licensees arising out of the use of the Warranted Material provided under this Agreement, in relation to any part of the Services;
- (2) any actual, likely or threatened breach of the Contractor's or its subcontractor's obligations relating to Confidential Information by the Contractor, its subcontractors or its personnel;
- (3) any actual, likely or threatened breach of any of the obligations of the Contractor under Clause 12 or a subcontractor under the subcontract provisions referred to in Clause 12.2;
- (4) loss, damage or injury to any person or property caused by the Contractor in the course of providing the Services;
- (5) any actual, likely or threatened breach of the Contractor's or its subcontractor's obligations under this Contract;
- (6) negligent, reckless, unlawful or wilful act or omission of the Contractor, its personnel or subcontractors; or assign
- (7) without limiting the preceding paragraphs, any breach of this Agreement by the Contractor, its subcontractors or personnel.

The amount of any claims, damages, interest, costs and expenses (including without any limitation all related legal costs incurred by GCPHN) which may be paid, suffered or incurred by GCPHN in respect of such loss, damage or injury must be made good upon demand by GCPHN and may be deducted from any moneys due or becoming due to the Contractor.

11. Confidentiality

11.1 The Contractor must not directly or indirectly use any Confidential Information:

- (1) of GCPHN; or
- (2) of any related Body Corporate of GCPHN; or
- (3) disclosed to GCPHN or the Contractor by any existing or potential customer, supplier, contractor, agent, licensor or licensee of GCPHN,

for any purpose other than providing the services under this Agreement, and must not disclose such Confidential Information to any person without the prior written consent of GCPHN.

11.2 In giving written consent under Clause 11.1, GCPHN may impose such terms and conditions as it thinks fit in its sole and absolute discretion. The Contractor must comply with any term and condition imposed by GCPHN under this Clause 11.2.

11.3 The Contractor acknowledges that:

- (1) a breach of Clause 11.1 of this Agreement would be harmful to the business of GCPHN;
- (2) monetary damages alone would not be a sufficient remedy for the breach; and
- (3) in addition to any other remedy which may be available at Law, GCPHN is entitled to interim, interlocutory and permanent injunctions or any of them to prevent the breach.

- 11.4 The Contractor must, at the request of GCPHN, sign or cause any of its personnel to sign a confidentiality agreement containing provisions similar to the provisions in this Clause 11 in favour of the Commonwealth or any existing or potential customer, supplier, contractor, agent, licensor or licensee of GCPHN.
- 11.5 GCPHN may notify the Contractor in writing after the date of this Agreement that certain additional information is to constitute Confidential Information for the purposes of this Agreement. Where GCPHN provides Notice to the Contractor under this Clause 11.5, the Notice document is incorporated into, and becomes part of this Agreement.
- 11.6 The Contractor must at all times store all Confidential Information safely and securely.
- 11.7 The Contractor must immediately notify GCPHN in writing of any actual, threatened or suspected unauthorised disclosure of any Confidential Information.
- 11.8 At GCPHN's request or on the expiry or termination of this Agreement under Clauses 17 or 19.3, the Contractor must promptly return all of GCPHN's physical and written records containing Confidential Information, and all documentation relating to that Confidential Information (including copies), to GCPHN in a form reasonably requested by GCPHN. Alternatively, if requested by GCPHN, the Contractor must destroy such items in the manner specified by GCPHN and promptly certify to GCPHN in writing that it has done so.
- 11.9 For the avoidance of doubt, nothing in this Agreement derogates from any obligation the Contractor may have under the *Privacy Act 1988* (Cth) (Privacy Act) and the Australian Privacy Principles (APPs) in the Privacy Act, as amended from time to time, in relation to the protection of personal information or information that is protected by the *Census and Statistics Act 1905* (Cth), or any other Act, regulation or other legislative instrument requiring secrecy or confidentiality in dealing with information.

12. Protection of Personal Information

- 12.1 If the Contractor collects, receives or has access to Personal Information in order to provide the services, the Contractor must:
- (1) ensure that the Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
 - (2) not use Personal Information other than for the purposes of the supply or performance of the Services, unless required or authorised by law;
 - (3) not disclose Personal Information without the consent of GCPHN, unless required or authorised by law;
 - (4) not transfer Personal Information outside of Australia without the consent of GCPHN;
 - (5) ensure that access to Personal Information is restricted to those of its employees and officers who require access in order to perform their duties under the Contract;
 - (6) ensure that its officers and employees do not access, use or disclose Personal Information other than in the performance of their duties under the Contract;
 - (7) ensure that its agents and subcontractors who have access to Personal Information comply with obligations the same as those imposed on the Contractor under this Clause 12;
 - (8) fully cooperate with GCPHN to enable GCPHN to respond to applications for access to, or amendment of, a document containing an individual's Personal Information and to privacy complaints, to the extent permitted by applicable law;
 - (9) if the Contractor is required to collect de-identified patient data and provide this to GCPHN, it

must ensure clients are aware that de-identified population health data is being shared for quality improvement or research and evaluation purposes; and

- (10) comply with such privacy and security measures as GCPHN reasonably advises; and
 - (11) comply with the Principles contained within the *Personally Controlled Electronic Health Records Act 2012* (Cth), the *Information Privacy Act 2009* (Qld) and any other applicable law relating to privacy in relation to the discharge of its obligations under the Contract, as if the Contractor was GCPHN.
- 12.2 The Contractor must, if requested by GCPHN during the Contract Term, obtain from its officers, employees, agent and/or subcontractors engaged for the purposes of the Contract, an executed deed of privacy in a form acceptable to GCPHN.
- 12.3 The Contractor must immediately notify GCPHN on becoming aware of any breach of Clause 12.1
- 12.4 Information provided by the Contractor to GCPHN, in order to meet the Deliverables of this Agreement, will be managed in compliance with GCPHN Information Management and Privacy Policy, which complies with the *Privacy Act 1988* (Cth).
- 12.5 a. If the Contractor provides a 'health service' (as defined in the *Privacy Act 1988* (Cth)) to an individual, the Contractor must:
- (i) comply with the requirements in the Privacy Act regarding the collection, use and disclosure of the individual's 'health information' or other 'sensitive information' (as those Terms are defined in the Privacy Act);
 - (ii) use best endeavours to obtain the written consent of the individual to the transfer of personal information relating to them collected or held by the Contractor, in connection with that service being transferred to another Australian health service provider which is contracted by the Commonwealth or the Contractors to provide similar health services to them;
 - (iii) keep a record of the written consent provided by each individual in accordance with a. ii and iv
 - (iv) ensure that records of individuals who do not consent are kept in such a way as to facilitate them being separated from other records in the event of transfer of information to another Australian health provider.
- b. If GCPHN;
- (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 GCPHN 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.

13. Contractor's Insurance

- 13.1 The Contractor must:

- (1) from the Commencement Date have in place or effect and maintain the following insurance:
 - (a) if required by Item 7 of the Service Agreement Service Details, professional indemnity insurance (in the amount required by Item 7 of the Service Agreement Service Details), which policy must be maintained for seven years (7) after the End Date;
 - (b) if required by Item 7 of the Service Agreement Service Details public liability insurance (in the amount required by Item 7), which policy must be maintained until the End Date; and
 - (c) any other insurance that a prudent and experienced Contractor, in the position of the Contractor, would take out,each of which is to be:
 - (d) with reputable insurers; and
 - (e) subject to terms which are satisfactory to GCPHN (acting reasonably); and
- (2) provide GCPHN with evidence satisfactory to GCPHN that the policy is current.

14. Invoicing

The Contractor must invoice GCPHN for the Services in accordance with the requirements set out in Item 6 of the Service Agreement Service Details.

15. Payment

15.1 In this Clause and Item 5 of the Service Schedule, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (GST Act) and not otherwise defined in this Agreement has the same meaning given to it in that Act.

15.2 The payments are, with the exception of any out-of-pocket expenses incurred in accordance with Clause 15.7 that are reimbursable by GCPHN and (unless expressly stated), GST inclusive of all costs and expenses incurred by the Contractor.

15.3 Subject to:

- (1) this Clause 15; and
- (2) the Contractor complying with its obligations under this Agreement (including that the services have been delivered in accordance with this Agreement and meet the Performance Criteria),

GCPHN must pay to the Contractor the payments in accordance with the requirements set out in Item 8 of the Service Schedule.

15.4 GCPHN must make payment (as specified in Item 8 of the Service Schedule) of a correctly rendered invoice within 14 days of receipt of the invoice and any supporting documentation as GCPHN reasonably requests.

15.5 Any payment of moneys under Clause 15.4 is not:

- (1) evidence of the value of the Services or that the Services have been satisfactorily carried out in accordance with this Agreement;
- (2) an admission of liability; or
- (3) approval by GCPHN of the Contractor's performance or compliance with this Agreement;

but is only to be taken as payment on account.

- 15.6 The Contractor acknowledges that, as a result of GCPHN's funding arrangements under the GCPHN Deed or otherwise, it may be paid part (or all) of the payments in advance of performing the Services to which that part of the payments relate.
- 15.7 Any out-of-pocket expenses incurred by the Contractor in providing the Services must be pre-approved in writing by GCPHN. GCPHN must reimburse the Contractor for all pre-approved out-of-pocket expenses within 14 days of receipt of a correctly rendered Tax Invoice accompanied by such supporting documentation as GCPHN reasonably requests.
- 15.8 Without limiting its rights under this Clause 15 or otherwise under this Agreement or at Law, GCPHN may deduct from moneys otherwise due to the Contractor any debt or other moneys due from or any other amount claimed by GCPHN to be payable by the Contractor to GCPHN.

16. Goods and Services Tax

- 16.1 In this Clause:
- (1) a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (GST Act) and not otherwise defined in this Agreement has the same meaning given to it in that Act;
 - (2) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member, and any reference to a party's entitlement to an input tax credit includes any entitlement to an input tax credit of the representative member of any GST group of which that party is a member; and
 - (3) if the GST Law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.
- 16.2 When any consideration (whether expressed in money or otherwise) becomes due in respect of a taxable supply by the Contractor, the Contractor will provide GCPHN with a Tax Invoice for the supply to which the payment relates and any other documentation required under the GST Law.
- 16.3 If GST is applicable to a supply made under this Agreement, then, to the extent that the consideration for that supply is not already stated to include an amount in respect of GST, the Contractor may increase the consideration by the applicable amount of GST and GCPHN must pay that increased amount.
- 16.4 Where any out-of-pocket expenses incurred by the Contractor are to be reimbursed by GCPHN under this Agreement, the reimbursable amount will be determined as follows:
- (1) first, any amount that the Contractor is entitled to claim as an Input Tax Credit shall be deducted from the cost to the Contractor of the expense item to arrive at an "actual cost"; and
 - (2) second, the actual cost shall be increased by the amount of GST applicable to the supply of the expense item to GCPHN.
- 16.5 Each party agrees to do all things, including providing Tax Invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any Input Tax Credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this Agreement but the supplier need not provide a Tax Invoice for a supply until the supplier has received payment for the supply.
- 16.6 If the GST on a taxable supply is varied pursuant to any change in legislation, the consideration payable under this Agreement must be increased or decreased to reflect that variation of the GST.

17. Termination

- 17.1 **Termination for Default**

- (1) A party may terminate this Agreement at any time by Notice to the other party (**Defaulting Party**) if any of the following apply:
 - (a) the Defaulting Party breaches any provision of this Agreement, the breach is capable of remedy and the Defaulting Party does not remedy that breach within fourteen (14) days of receipt of Notice from the other party requiring it to be remedied;
 - (b) the circumstances contemplated by Clause 6.5;
 - (c) the Defaulting Party breaches a material provision or breaches a warranty provided under this Agreement and the breach is not capable of remedy;
 - (d) where the Defaulting Party:
 - (i) becomes an externally-administered body corporate under the *Corporations Act 2001* (Cth) or commits an act of bankruptcy; or
 - (ii) is subject to any event or circumstance which, in the reasonable opinion of a party to this Agreement, is likely materially and adversely to affect the ability of the Defaulting Party to perform all or any of its obligations under or otherwise to comply with the terms of this Agreement.
- (2) If this Agreement is terminated under Clause 17.1(1), subject to Clause 17.3, GCPHN is liable only for payments under Clause 15 for services rendered before the effective date of termination.
- (3) GCPHN may terminate this Agreement at any time by notice in writing to the Contractor if the Contractor:
 - (a) is guilty of any dishonesty, serious misconduct or serious neglect of duty in connection with the provision of the Services; or
 - (b) engages in any act or omission that in the reasonable opinion of GCPHN has or will likely have the effect of causing material damage to GCPHN.
- (4) In the event the Agreement is terminated under Clause 17.1 (1) or to the extent that any part of the payments paid to the Contractor amounts to excess payments, those payments will be deemed to be held in trust for the benefit of GCPHN.

17.2 Termination for Convenience

- (1) GCPHN may as a result of any variation to the GCPHN Deed, or change in related funding or administrative policies and practices initiated by the Commonwealth, or at the direction of the Commonwealth, by Notice, terminate this Agreement by notice in writing to the Contractor. On receipt of a Notice of termination, the Contractor must:
 - (i) stop work as specified in the Notice; and
 - (ii) take all available steps to minimise loss resulting from that termination and to protect GCPHN Material and Contract Material.
- (2) If this Agreement is terminated under Clause 17.2(1) 17.2, subject to Clause 17.3, GCPHN is liable only for:
 - (a) Payments under Clause 15 for services rendered before the effective date of termination; and
 - (b) reasonable costs incurred by the Contractor and directly attributable to the termination.

- (3) GCPHN is not liable to pay compensation under Clause 17.2(2)(b) in an amount which would, in addition to any amounts paid or due, or becoming due, to the Contractor under this Agreement, exceed the total payments which would otherwise have been payable under this Agreement.

17.3 Refunding of Payments Paid In Advance

- (1) GCPHN:
 - (a) if this Agreement is terminated under Clauses 17.1, 17.2 or 17.3 or is otherwise terminated or expires, must determine; and
 - (b) may otherwise in its discretion choose to determine at any point,

in accordance with Clause 17.3(2) the extent to which any part of the payments paid to the Contractor corresponds to Services not yet rendered.
- (2) In making its determination under Clause 17.3(1), GCPHN must:
 - (a) where applicable, take into account the Deliverables, the Deliverable Dates and any other relevant details of the Details About Service in the Service Schedule; and
 - (b) act reasonably.
- (3) To the extent that any part of the payments paid to the Contractor corresponds to Services not yet rendered (as determined by GCPHN under Clause 17.3(1)) 'Excess Payments':
 - (a) GCPHN may set off the Excess Payments against any amounts payable to the Contractor; and
 - (b) the Contractor must reimburse GCPHN for the Excess Payments (after taking into account any set off under Clause 17.3(3)(a)) within 30 days of a written request from GCPHN.

18. Dispute Resolution

- 18.1 A party must not start arbitration or court proceedings (except proceedings seeking interlocutory relief) about a dispute arising out of this Agreement or the services (Dispute) unless it has complied with this Clause 18. If a party does not comply with this Clause 18 in relation to a Dispute, the other party does not have to comply with this Clause in relation to the Dispute.
- 18.2 A party claiming that a Dispute has arisen must give Notice to the other party or parties to the Dispute giving details of the Dispute (notification).
- 18.3 On receipt of a notification each party must negotiate in good faith to resolve the Dispute and, if necessary to resolve the Dispute, involve the Chief Executive Officers or other senior officers of any of the parties directly in those negotiations.
- 18.4 If the Dispute is not resolved under Clause 18.3 within 14 days of the date of the notification (or a longer period agreed between the parties), the parties must refer the Dispute for mediation by the Australian Commercial Dispute Centre Limited (ACDC) for resolution in accordance with the mediation rules of the ACDC. Mediation must take place within the Jurisdiction.
- 18.5 If the Dispute is not resolved under Clause 18.4 within 60 days after referral to mediation (or a longer period agreed between the parties) any party may initiate proceedings in a court.
- 18.6 This Clause 18 does not:
 - (1) prevent a party from applying to a court for urgent injunctive relief; or

- (2) apply to any Dispute in relation to a termination or reduction by GCPHN under Clause 17.

19. Unavoidable Delay

- 19.1 A party (Affected Party) is not liable for any delay or failure to perform its obligations under this Agreement if:
- (1) the delay or failure is caused by an event beyond the non-performing party's reasonable control (including war, terrorism, natural disaster or labour disputes not solely involving its personnel);
 - (2) the delay could not have been reasonably foreseen before entering into this Agreement; and
 - (3) it notifies the other party of the unavoidable delay as soon as it becomes aware of it.
- 19.2 The 'affected party' must make all reasonable efforts to minimise the effects of such circumstances on the performance of this Agreement.
- 19.3 If non-performance or diminished performance by the 'affected party' due to the circumstances under Clause 19.1 continues for a period of more than 30 consecutive days, the other party may terminate the Agreement immediately by giving the 'affected party' Notice.
- 19.4 If this Contract is terminated under Clause 19.3:
- (1) each party will bear its own costs and neither party will incur further liability to the other; and
 - (2) subject to Clause 17.3, where the Contractor is the 'affected party', it will be entitled to payment for services performed in accordance with this Agreement prior to the date of intervention of the circumstances described in Clause 19.1.

20. Commonwealth Requirements

- 20.1 Notwithstanding anything else in this Agreement, the Contractor:
- (1) acknowledges that GCPHN is bound by obligations to the Commonwealth under the GCPHN Deed and that the Contractor's acts or omissions (except where it is acting in accordance with the terms of this Agreement) may cause GCPHN to breach or otherwise incur liabilities under the GCPHN Deed;
 - (2) must comply with all reasonable directions of GCPHN, and otherwise provide all assistance and do all things necessary for GCPHN to comply with the GCPHN Deed;
 - (3) must comply with any obligations under any laws relating to working or contact with Vulnerable Persons or police checks;
 - (4) must ensure that any subcontractor approved under this Agreement is engaged under a subcontract that contains all the relevant terms of this Agreement including those relating to subcontracting, intellectual property, obligations equivalent to those under this Clause 20, and in particular that the Contractor has or will secure for itself a right to terminate the subcontract on terms no less favourable than those accorded to GCPHN by Clause 17.2 in the event of this Agreement being terminated;
 - (5) acknowledges that the Commonwealth may collect Personal Information from it, which may be used or disclosed to administer, monitor, review, promote and evaluate this Agreement; and
 - (6) acknowledges that the Commonwealth may:
 - (a) collect, use and disclose the Personal Information of the Contractor; and

- (b) disclose information about the Contractor to, and receive information about the Contractor from, any Commonwealth or other entity that maintains the Commonwealth Department of Health's electronic on-line grant management system or has a directly-related policy interest or a role in administering the Primary Health Networks Core Funding Program.
- 20.2 The Contractor must allow the Auditor-General, the Privacy Commissioner, the Commonwealth Ombudsman and persons authorised in writing by the Commonwealth:
 - (1) to access:
 - (a) premises at which any Contract Material is stored or at which the services are undertaken; and
 - (b) its personnel; and
 - (2) to inspect and copy any Contract Material.
- 20.3 The Contractor:
 - (1) must provide any report, or assistance in preparing any report, as directed by GCPHN in order for GCPHN to comply with the GCPHN Deed;
 - (2) must not publish any publication or otherwise make any public communication in relation to the services without the prior written approval of GCPHN; and
 - (3) must comply with any directions of GCPHN in respect of publications.
- 20.4 The Contractor must:
 - (1) comply with any reasonable directions of GCPHN in relation to confidentiality or conflict of interest as defined and located online at this web address - gcphn.org.au; and
 - (2) provide any information or enter into any undertakings required by the Commonwealth in respect of confidentiality or conflict of interest defined and located online at this web address - gcphn.org.au; and
 - (3) upon request by GCPHN or the Commonwealth, provide to GCPHN or the Commonwealth any document that relates to the performance of this Agreement
- 20.5 The Contractor must at all times indemnify and release GCPHN, its employees, directors, officers and agents from and against all claims and losses arising under the GCPHN Deed directly or indirectly as a result of the Contractor's breach of this Clause 20.

21. General

21.1 No Partnership or Employment

- (1) The relationship between GCPHN and the Contractor is that of a principal and an independent Contractor. Nothing in this Agreement is intended to create a partnership as between the Contractor and GCPHN. The Contractor acknowledges that:
 - (a) the Contractor has no authority to bind GCPHN without GCPHN's specific consent; and
 - (b) the Contractor enters into this Agreement as an independent contractor and retains the ultimate responsibility for the management and direction in relation to the provision and performance of the services to GCPHN.

- (2) The Contractor must not represent itself as being an officer, employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.
- (3) Notwithstanding paragraph (2), the Contractor acknowledges that:
 - (a) it may be considered a "Commonwealth Service Provider" for the purposes of the *Ombudsman Act 1976* (Cth) and subject to investigation by the Commonwealth Ombudsman under that Act and that neither the Commonwealth nor GCPHN will be liable for the costs of any such investigation in connection with this Agreement or the services; and
 - (b) it must comply with the Code of Conduct in section 13 of the *Public Service Act 1999* (Cth).
- (4) The Contractor acknowledges that:
 - (a) its role under this Agreement is as a non-exclusive provider of services; and
 - (b) GCPHN is in no way restricted from performing or engaging third parties to perform services similar to the Services.
- (5) The Contractor is solely responsible for paying its employees and agents, including but not limited to the Specified Personnel, all remuneration and benefits including salary, superannuation, annual leave, sick leave, long service leave, and any other benefits to which they may be entitled as its employees, and for otherwise complying with the legislation and industrial awards which are applicable to its employees. The Contractor must pay all taxes and duties in respect of such remuneration and benefits.
- (6) The obligations under this clause 21.1 survive termination or expiry of this Agreement.

21.2 No Assignment

Neither party to this Agreement may assign or otherwise deal with the whole or any part of it except with the prior written consent of the other party.

21.3 Further Assurance

Each party must promptly, at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Agreement.

21.4 Severability

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

21.5 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

21.6 Entire Understanding

- (1) This Agreement:
 - (a) is the entire Agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
 - (b) supersedes any prior Agreement or understanding on anything connected with that subject matter.

- (2) The Contractor acknowledges and agrees that:
 - (a) it has entered into this Agreement based on its own investigations, interpretations, deductions, information and determinations;
 - (b) the Agreement supersedes all material and representations provided by GCPHN in entering into this Agreement; and
 - (c) to the extent permitted by law, GCPHN is not liable to the Contractor upon any claim with respect to GCPHN Material or GCPHN representations.

21.7 Amendment

- (1) Subject to paragraph (2), an amendment to this Agreement is not effective unless it is in writing and signed by the parties.
- (2) Where GCPHN determines that an amendment to this Agreement is necessary:
 - (a) to ensure that the Contractor complies with the requirements of the GCPHN Deed; or
 - (b) as a result of any variation to the GCPHN Deed, or change in related funding or administrative policies or practices, where that change or variation is initiated by the Commonwealth,

GCPHN will:

 - (c) notify the Contractor in writing of the amendment;
 - (d) consult with the Contractor in good faith on any necessary adjustment to the fee resulting from the amendment; and
 - (e) adjust the fee as necessary and acting reasonably.
- (3) The Contractor will be deemed to have agreed to any amendment to this Agreement in accordance with paragraph (2).
- (4) GCPHN will post the terms and conditions of this agreement to its website at gcphn.org.au; The Contractor shall be deemed to have been provided notice, in accordance with clause 21.10.

21.8 Waiver

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing and is only effective in respect of the specific instance to which it relates and for the specific purpose for which it is given.

21.9 Costs and Outlays

Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Agreement.

21.10 Notices

- (1) A notice or other communication connected with this Agreement shall be deemed to have been duly given or served if it is in writing, signed by or on behalf of a party and addressed to the contact person set out in Item 2 of the Service Agreement Service Details, and is either delivered

by hand, posted, by email or facsimile to the contact details set out in Item 2 of the Service Agreement Service Details or such other address as may be notified in writing from time to time.

(2) A Notice given in accordance with 21.10(1) is taken to be received:

- (a) if sent by post, on the second business day after the date of posting (or if outside Australia, on the seventh business day after the date of posting)
- (b) if sent by facsimile, when the sender's facsimile machine generates a message confirming successful transmission; or
- (c) if sent by email, the date Notice was sent, unless the sender receives an email message stating that the Notice could not be delivered,

but if the Notice is given after 5.00pm on a business day or not on a business day, the Notice is taken to be received at 9.00am on the next business day.

21.11 **Governing Law and Jurisdiction**

The law of the Jurisdiction governs this Agreement and the parties submit to the non-exclusive Jurisdiction of the courts of the Jurisdiction and any courts of appeal from those courts.

21.12 **Survival**

The obligations of the Contractor under Clauses 3.2, 7, 8, 9, 10, 11, 12, 13, 17.3 and 20 will survive the expiry or termination of this Agreement.

Executed as an Agreement.

Signed by authorised signatory from **Entity Name** in the presence of:

Signature of Authorised Representative

Name of Authorised Representative (print)

Signature of Witness

Name of Witness (print)

Signed on **date** by Matthew Carrodus as authorised signatory from **Primary Care Gold Coast Limited ACN 152 953 092** in the presence of:

Signature of Chief Executive Officer

MATTHEW CARRODUS

Name of Chief Executive Officer

Date

Signature of Witness

Full Name of Witness (Print)

Date

Service Agreement Service Details

Service Agreement Number	Folio Number
--------------------------	--------------

1. Term (Clause 2)

Commencement Date	DD Month Year
End Date	DD Month Year

2. Contact Details (Clause 21.10(1))

	GCPHN Details	Contractor Details
Name of Legal Entity	Primary Care Gold Coast Limited (Trading as Gold Coast Primary Health Network)	xxxx
GST Registered. Yes or No	Yes	xxxx
ABN	47 152 953 092	xxxx
Entity Contact Person <i>Note: Entity contact only. The Service Manager or relevant contact person for the service is listed in the Service Schedule.</i>	Matthew Carrodus CEO	xxxx
Address	Level 1/14 Edgewater Court Robina 4226 PO Box 3576 Robina Town Centre QLD 4230	xxxx
Telephone	07 5635 2455	xxxx
Email	mattc@gcphn.com.au	xxxx

3. Funding under the Service Schedule (Clauses 1.1(9) & (28) and 3)

Each attached Service Schedule describes:

- (a) Funding that GCPHN will provide to the Contractor, including the basis on which that Funding will be paid; and
- (b) the Services that the Contractor must provide, including:
 - (i) The Establishment Date (if any) for the Services;
 - (ii) deliverables and Service Delivery Requirements; and
 - (iii) any prior services in respect of the subject matter of this Agreement performed by the Contractor before the Commencement Date;
 - (iv) some specific requirements that the Contractor must comply with, such as Reporting Requirements.

4. Performance Criteria (Clause 6)

The Contractor must perform the Services so that they meet the performance criteria set out in the Service Schedule at 7.3 Data, Statements, Reports the Contractor must submit and meetings the Contractor must attend.

5. Financial Reporting

The Contractor must complete and submit periodic Financial Acquittals and Financial Statements as specified in the table below. Templates listed below can be completed online (where indicated), or viewed and downloaded for completion by visiting the [Provider Resources Webpage](#).

	Reporting Period and Due Date	Details and Standard of Reporting	Lodgement
Financial Acquittals	<u>Reporting Period:</u> Quarterly <u>Due Date:</u> Within fourteen days (14) after the end of each quarter - due 14 October 14 January 14 April 14 July (of each year)	Quarterly financial data must be acquitted on the template at (Attachment 1 to the Service Agreement Service Details) for each project specified at Item 5 of the Service Schedule. If the Funding is provided for part of the reporting period (either at the Service Schedule Start Date or Service Schedule End Date) Financial Acquittals must still be submitted for the relevant part of that reporting period.	Budget and Financial Acquittal template must be completed and submitted via email to commissioning@gcphn.com.au
Audited Annual Financial Acquittal and Audited General Purpose Financial Statement Or Financial Declaration (if there is no audit requirements)	<u>Reporting Period:</u> Annually <u>Due Date:</u> In accordance with the lodgement period of The Contractor's incorporating legislation, or if not otherwise stated, by 30 November for each year of the term	Audited financial data must be acquitted on the template at (Attachment 1 to the Service Agreement Service Details) for each project specified at Item 5 of the Service Schedule. And The Contractor must provide a copy* of the Contractor's Audited General Purpose Financial Statement prepared in accordance with the Australian Accounting Standards comprising the following documents: - Statement of Profit and Loss and other comprehensive income - Statement of financial position - Statement of changes in equity - Statement of Cashflows - Notes to and forming part of the Financial Statement - Directors' statement/declaration - Independent Audit Report, and - Asset Register in relation to Funded Assets (where applicable). <u>Or</u> If the Contractor's organisation is not required to prepare an Audited General Purpose Financial Statement (as above), the Contractor will be required to submit a Financial Declaration as per the template	The Contractor's Audited Annual Financial Acquittal and Audited General Purpose Financial Statement must be submitted via email to commissioning@gcphn.com.au <u>Or</u> Financial Declaration template must be completed and submitted via email to commissioning@gcphn.com.au

		provided at (Attachment 2 to the Service Agreement Details).	
		* If The Contractor has more than one Service Agreement with GCPHN, The Contractor is only required to submit one copy of the Audited General Purpose Financial Statement or Financial Declaration to GCPHN.	

5.1 Certification of Reporting

The Contractor must ensure that all GCPHN quarterly reports completed and submitted by the Contractor's service team have been certified by the authorised signatory or delegated signatory of the Contractor's organisation, who is responsible for The Contractor activities. By signing, the signatories are certifying that the information contained in all reports submitted under this Service Agreement are a true and accurate reflection of the performance of the services.

6. Invoicing Requirements (Clause 14, 15 and 16)

Frequency of Invoices	Upon satisfactory completion of each deliverable listed in the Service Schedule at 8. Timing of Payments or as otherwise reasonably directed by GCPHN.
Invoice Content	Invoices must be addressed to GCPHN's Entity Contact Person in Item 2 of the Service Agreement Service Details and emailed to commissioning@gcphn.com.au and must include the following information: (a) The Service Schedule Number, Title, Start and End Date (b) The correct Invoice amount (c) Details of the work that is the subject of the Invoice; including the period of time during which the work was carried out (corresponding deliverable) (d) Substantiation of out of pocket expenses, if applicable to this Contract, to the reasonable satisfaction of GCPHN (e) Payment method details (Direct Credit Account details); and (f) Contact person (including address, email address and telephone number) for accounts queries. If a supply to which the Invoice relates is a Taxable Supply, the Invoice must be in the form of a Tax Invoice.

7. Insurance (Clause 13)

Minimum amount of Professional Indemnity Insurance <i>A copy of current Certificate of Currency to be provided upon Execution of Contract</i>	Not less than \$X million per claim.
Minimum amount of Public Liability Insurance <i>A copy of current Certificate of Currency to be provided upon Execution of Contract</i>	Not less than \$X million per claim.
Minimum amount of Cyber Security Insurance <i>A copy of current Certificate of Currency to be provided upon Execution of Contract</i>	Not less than \$1 million per claim.
Minimum amount of Workers' Compensation Insurance <i>A copy is not required but must have a copy on file at the Contractor's place of business.</i>	As required by WorkCover Queensland (or relevant state body).

8. Performance of Services (Clause 3) (Quality and Safety) and Reporting, and Meetings The Contractor must attend

GCPHN has implemented the **Service Provider Safety and Quality Policy (Policy)**. Please review the Policy on the [Provider Resources Webpage](#) under the Quality, Safety and Data Governance section.

If the Contractor is accredited against GCPHN endorsed Standards included in the table below the Contractor is exempt from having to complete the Service Provider Safety and Quality Assessment, as long as the accreditation status is maintained throughout the period of this Service Agreement. This information must be kept up to date at all times with new certification certificates, including expiry dates, being submitted to GCPHN in a timely manner upon renewal.

Standards	Accrediting Agency	Accreditation Expiry Dates
XXXX	XXXX	XXXX
XXXX	XXXX	XXXX
XXXX	XXXX	XXXX
XXXX	XXXX	XXXX

If the Contractor is not accredited against the GCPHN endorsed Standards the Contractor is required to complete the **Service Provider Safety and Quality Assessment template**, or submit the Quality Performance Report (that meets the requirements of the GCPHN requirements) with an Annual Quality Improvement Plan (Plan) that identifies the Contractor's prioritised work program towards accreditation.

Audits may be undertaken from time to time as determined by GCPHN, to ensure compliance with the Service Provider Safety and Quality Policy, Service Providers must grant GCPHN and/or its authorised personnel access to complete the necessary audit requirements. GCPHN will give 14 days' notice of audits to Service Provider.

Quality Performance Reporting Requirements

Templates listed below can be completed online (where indicated), or viewed and downloaded for completion by visiting the [Provider Resources Webpage](#).

	Reporting Period and Due Date	Details and Standard of Reporting	Templates and Lodgement
Service Provider Safety and Quality Assessment And Annual Quality Improvement Plan (Plan)	<u>Reporting Period</u> Establishment period and Annually <u>Due Date:</u> Establishment - within one (1) month after commencement <u>And</u> Annually by 30 April, should Service Agreement be continuing into the next year.	The Quality Performance Report must be completed as per (Attachment 3 to the Service Agreement Service Details) except as specified in Item 8 above. If the Contractor has more than one Service Schedule under this Agreement, the Contractor is only required to submit one copy of the completed GCPHN Quality Performance Report to GCPHN.	Service Provider Safety and Quality Assessment template must be completed and submitted via email to commissioning@gcphn.com.au And Annual Quality Improvement Plan template to be completed and submitted via email to commissioning@gcphn.com.au
Service Provider Information Security Assessment	Reporting Period Annually by 30 June, should Service Agreement be continuing into the next year.	The Service Provider Information Security Assessment must be completed as per the online submission form, unless the Contractor has ISO 27001 accreditation or	Service Provider Information Security Assessment (to be completed through Microsoft Forms) Or

		equivalent and if so, a copy of the certification is to be submitted.	A copy of an equivalent certification submitted via email to commissioning@gcphn.com.au
Reportable Incident Reporting	<u>Due Date:</u> • Within three (3) business days. • Any death, serious injury or illness of a staff member or service user must be reported immediately (within 1 working day).	Reportable incident/s (as specified by definition under 9. Special Conditions and listed on the Reportable Incident Form Template (Attachment 5 of the Service Schedule) must be submitted to notify GCPHN.	The Reportable Incident Form template must be completed and submitted via email to commissioning@gcphn.com.au and Reported through the Contractor's Quarterly Performance Monitoring Report (sent to you by your GCPHN Relationship Manager).
Contractor Satisfaction Report	<u>Reporting Period:</u> Annual <u>Due Date:</u> Within Fourteen (14) days after the end of final quarter - due 14 July	Contractor Satisfaction Report (Attachment 6 of the Service Schedule) must be completed annually	The Contractor Satisfaction Report (online form available on the Provider Resources Webpage) for completion. Once the form is completed, scroll to the bottom and click 'Submit' and it will be submitted directly to GCPHN.

Meetings The Contractor must attend

	<u>Meeting Occurrence / Due Date</u>	<u>Detail of the Meeting</u>	<u>Documentation/Requirement</u>
Provider Manager Education Sessions	<u>Occurrence</u> Quarterly	GCPHN Commissioned Services Senior Management will meet with the Contractor's Management to provide information on relevant contractual performance requirements and discuss ways GCPHN could improve working with Contractors. GCPHN will contact The Contractor to arrange a suitable meeting date/time/location.	Attendance at meeting when required. An agreed Agenda will be developed by GCPHN and sent to the Contractor once the meeting has been arranged.
Collaborative provider meetings	<u>Occurrence</u> When required	As part of the contract, the Contractor will be required to attend provider meetings to ensure ongoing co-design collaboration and partnering to support shared outcomes across the sector. The meetings will provide the opportunity to discuss and share provider issues/opportunities; or discussions arranged with providers if required.	Attendance at meeting when required.

Strategic Leadership Meeting	<u>Occurrence</u> Annual <u>Due Date:</u> November or December of each year (to be agreed)	GCPHN Executive Director – Programs, and CEO to meet with the Contractor’s Leadership team. GCPHN will contact The Contractor to arrange a suitable meeting date/time/location.	An agreed Agenda will be developed by GCPHN and sent to the Contractor once the meeting has been arranged.
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9. Special Conditions

9.1 Information Security

Gold Coast Primary Health Network (GCPHN) currently has an Information Management Policy Framework which guides our organisation’s information security process and systems to protect its most important assets. GCPHN is working towards achieving ISO 27001 by 30 June 2026 to ensure the accessibility and confidentiality of data is secure and that the integrity of the systems and applications are maintained.

GCPHN requires the Contractor to either have ISO 27001 accreditation or equivalent or complete on an annual basis a **Service Provider Information Security Assessment** to serve as an assessment of the information security controls used by the Contractor. It is essential that the answers provided in this Assessment is not misleading or inaccurate. These Assessments will be reviewed, and feedback will be provided by GCPHN.

The Contractor warrants that it will comply with the GCPHN Information Security requirements throughout the Term.

The Contractor warrants that any personal information (as referred to in Privacy Laws) collected and stored in relation to this agreement will be kept in Australia (data sovereignty).

9.2 Data breaches

The Contractor acknowledges its security obligations under the Australian Privacy Act (1988)^[3] (**Privacy Laws**). Under any circumstance where the Contractor becomes aware of a Data Breach in respect of the information that it holds or accesses in relation to any activity associated with the Services, then the Contractor agrees to:

- notify GCPHN immediately; and
- undertake an investigation to determine the extent of the Data Breach; and
- provide the results of the investigation to the GCPHN in writing, including the details of, and the circumstances giving rise to, the Data Breach and any additional information requested by GCPHN in relation to the Data Breach; and
- immediately take all necessary steps to remedy such Data Breach; and
- prevent or mitigate any consequences, including any serious harm (as referred to in the Privacy Laws) to any affected individuals; and
- comply with all reasonable directions of GCPHN in relation to the Data Breach

9.3 Receipt of Information by Accident

In the event that GCPHN accidentally forwards any Confidential Information or Personal Information not related to the Services to the Contractor, the Contractor will notify GCPHN immediately and inform us of the manner in which it has been deleted and destroyed.

9.4 Reporting and Managing Reportable Incidents

Contracted organisations must:

- Manage incidents as they arise, including reporting the incident and any resulting action taken, or proposed action to GCPHN (utilising the Reportable Incidents Form), and any other relevant bodies.
- Notify GCPHN immediately (within 1 working day) in the case of death, serious injury or illness of a staff member or service user.
- Notify the GCPHN of any other Reportable Incident within three (3) business days
- Use the GCPHN Reportable Incident Form or other form can be used
- Undertake a review process and communicate to GCPHN a summary of learnings and actions within 10 business days.
- Report the incident on the standard quarterly performance reports as per the normal processes.

Definition: A reportable incident is any suspected or actual, unintended or unexpected event in relation to the contracted service that contains one or more of the following components:

- death, serious injury or illness to a person
- harm to a person
- allegation of professional misconduct
- breaches of clinical, professional or regulatory standards
- data breaches
- unlawful activity by a provider or a member of their staff
- activity which is contrary to the specified or expected standard of service outlined in the Contract/Schedule; and/or
- poses a risk to the reputation of GCPHN or Contractor, including Complaints that threaten to go to the media, a politician or the Department of Health.

9.5 Disclosure of program and other publication requirements

- The Contractor has permission from GCPHN to disclose its involvement in this program and promote the program in accordance with any directions from GCPHN.
- The GCPHN logo must be used according to the [Branding, promotion, and media guideline](#) provided by GCPHN. Additionally, the Contractor is required to seek approval from GCPHN regarding the development and dissemination of promotional material for the program.
- The Contractor must provide an acknowledgement of support on any publications, promotional and advertising materials, public announcements and activities published, made or carried out by the Contractor using funded supported by the Government under the PHN Program. The approved wording is as follows: 'This Activity is supported by funding from the Australian Government under the PHN Program.'

Attachments as required

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Service Schedule

1. Service Agreement and Service Schedule numbers, and Title

This Service Schedule relates to:

Service Agreement number	insert Folio number
Service Schedule number	insert Folio number
Service Schedule Title	insert name

2. Important Dates in Relation to this Schedule

Schedule Start Date	insert a date in dd/mm/yyyy format
Schedule End Date	insert a date in dd/mm/yyyy format
Establishment Date	insert a date in dd/mm/yyyy format OR insert 'Not Applicable'
Practical Completion Date	insert a date in dd/11/yyyy format

3. Services

3.1. Services to be provided

The Services to be provided, and that the Funding must be used towards, are described in Item 6.1 of this Schedule.

3.2. Contact Details, Specified Personnel, Subcontracting

Contact details

- (a) GCPHN acknowledge that the Contractor has different contact names listed in the table below that make up The Contractor and GCPHN record these names as 'Contact Details' for our record keeping purposes:

Contractor Name and location	Service Manager name, email address and telephone number	Chief Executive Officer and their Executive Assistant name, email address and telephone number
Insert name Insert location	Insert name Insert title Insert email Insert phone	Insert name Chief Executive Officer Insert email Insert phone Insert name Executive Assistant Insert email Insert phone
The Contractor's GCPHN Relationship Manager is		
Insert name Insert title Insert email Insert phone		

Specified Personnel

- (b) GCPHN acknowledge that The Contractor have specified personnel providing part of the services in accordance with Clause 5 of the Standard Terms. The current details for the specified personnel are set out below.

Name	Title/Position	Component of Services
insert OR insert 'Not Applicable'	insert	insert
insert OR insert 'Not Applicable'	insert	insert
insert OR insert 'Not Applicable'	insert	insert

Subcontracting

- (c) GCPHN acknowledge that the Contractor will subcontract part of the services in accordance with Clause 5 of the Standard Terms and Conditions. The current details for the subcontractors through which the Contractor will provide the services are set out below.

Subcontractor ABN	Subcontractor
insert OR insert 'Not Applicable'	insert
insert OR insert 'Not Applicable'	insert
insert OR insert 'Not Applicable'	insert

4. Funding Under this Schedule

\$insert total amount, incorporating (per annum Funding x Service Schedule period) + one-off Funding (excluding GST).

Refer to Item 5 for further details about the funding under this Service Schedule.

5. Funding Details

5.1. Per Annum Funding

Funding Source	Funding 20xx/20xx (excl. GST)	Funding 20xx/20xx (excl. GST)	Funding 20xx/20xx (excl. GST)	Total Project Funding (excl. GST)
Gold Coast Primary Health Network	\$insert	\$insert	\$insert	\$insert
Other funding – Funder name	\$insert	\$insert	\$insert	\$insert

5.2. One-off Funding

Description	Funding Amount (excl. GST)
insert OR delete table and insert 'Not applicable'	\$insert

6. Details About Service

6.1. Description of Services

Service Overview
The Contractor's Service Model Endorsed by GCPHN at Attachment 1 of Service Schedule.

Insert here

Service Objectives

Insert

Mental Health Service – Level of Intensity

As per the National PHN Stepped Care Guidance - [Primary Health Networks \(PHN\) primary mental health care guidance – stepped care](#) | Australian Government Department of Health and Aged Care

- Low Intensity (Level 2)
- Moderate Intensity (Level 3)
- High Intensity (Level 4)

The Guidance has been developed by the Department of Health to assist PHN's to establish effective systems for the initial assessment and referral of individuals presenting with mental health conditions in primary health care settings.

Service Access

Eligibility / Exclusion criteria

The Service is to exclusively meet the needs of the following target population/s;

Ages

- 0-12 year (Child)
- 12 – 25 years (Youth)
- 18 – 65 year (Adult)
- 65 plus (Older Persons)

Population groups

- Gold Coast Community
- Aboriginal and Torres Strait Islanders
- Culturally Diverse Communities (CALD)
- Maori
- Pacific Islander
- Refugee Communities
- LGBTIQAP+
- Residential Aged Care Residents
- Children and Youth in Care

Need/Presenting Issue

- Alcohol and Other Drugs
- Mental Health

- Suicide Prevention
- Homelessness
- Palliative Care
- Wound Care
- Chronic Disease

Access

- The Services must be provided to clients who reside within the GCPHN region. Details of the GCPHN region can be found by clicking on this link www.GCPHN.org.au
- The Contractor will ensure no barriers to access whether through gender, disability, ethnicity, or sexual orientation..
- The Contractor will ensure and demonstrate that Aboriginal and Torres Strait Islanders access is based on an accurate needs analysis of the Population within the Contractor's service coverage.

Referrals

- Referrals to the Contractor for this Service can be made by:
 - General Practitioners
 - Specialist (Psychiatrist)
 - Individuals can self-refer
 - Accepts referrals from any source
- The Contractor will:
 1. Develop or update the electronic referral template.
 2. Utilise secure messaging platforms to share all referral and clinical information with other Providers.
 3. Accept referrals via the Gold Coast Referral and Triage Service on the GCPHN Stepped Care Referral Form.
 4. Liaise directly with the Gold Coast Referral and Triage Service to ensure referrals are appropriate and people are supported to access the most appropriate service to meet their need across the Stepped Care Continuum (refer to National Initial Assessment and Referral Guidelines).
 5. Balance service purpose and intent with capacity when attracting referrals from a range of sources.
 6. Ensure all referrals are responded to in a timely manner and meet specifics detailed in Attachment 4: Performance Measures Indicators and Measures.

Demand Management

- Demand Management approaches are to be:
 - Implemented to ensure effective and equitable access to those with greatest need for the Service, where necessary.
 - Applied when the Provider has both low referral and high referral numbers

Service Classifications*

Service Category	Service
Case Finding	• Case Finding

Assessment	- Brief Mental Health Assessment - Comprehensive Mental health Assessment - Brief Physical Assessment - Comprehensive Physical Assessment
Clinical Community Treatment Teams	- Clinical Community Team (0 - 12 years) - Clinical Community Team (12 – 25 years) - Clinical Community Team Adult (18 -64 years) - Clinical Community Team (65 plus)
Monitoring and ongoing management	- Home based monitoring and management - Centre- based monitoring and management
Care Co-ordination and Liaison	Care Co-ordination and Liaison
Structured Psychological Therapies	- Low Intensity – Individual - Brief Intervention – Individual - Brief Intervention – Family - Brief Intervention – Group - Extended Intervention – Individual - Extended Intervention – Family - Extended Intervention – Group
Individual Support and Rehabilitation (Psychosocial)	- Individual Support and Rehabilitation - Individual Peer Work
Group Support and Rehabilitation (Psychosocial)	- Group Support and Rehabilitation - Group based Peer Work
* Service Classifications Primary Mental Health Services	
Service Setting	
- Centre-based - Outreach - Virtual – telehealth - Phone support	
Service Location(s) and Operating Hours, including After Hours where appropriate	
Insert Street Address Insert Operating Hours After Hours Service delivery to clients to be delivered within the following times: - after 6 pm weekdays - after 12 noon on Saturdays - all day Sundays	
Workforce Category and Staff Types*	

The Contractor provides by a multi-disciplinary team of people with skills and experience in intervention, treatment and support, made up of:

Workforce Category	Staff Types	FTE
Peer Worker	Consumer/Lived Experience Peer Worker Carer/Lived Experience Peer Worker	
Vocationally Qualified (Cert III or IV)	MH Worker Enrolled Nurse Vocationally Qualified- Support Worker	
Tertiary Qualified	Nurse Practitioner Clinical Nurse Social Worker Physiotherapy Psychologist Other	
Medical	GP Psychiatrist Registrar Specialist other Junior Doctor	
*Service Classifications Primary Mental Health Services		

Service Relationships

The Contractor must maintain effective relationships with the following:

Expected relationships include, but not limited to:

Service Providers	Nature of connection	Accountabilities
Gold Coast Head to Health Phone Service (Primary Care and Community Services (PCCS))	Refer to and receive referrals from General Practice, Private Psychiatrists.	Manage referrals from General Practice and Clinicians to all Services across the stepped care continuum on the Gold Coast region
General Practitioners and Private Specialist	Refer and Liaise with the Service and maintain overview of care plan and progress against it	Electronic communication processes and protocols in place include mechanisms for shared working, shared care, discharge planning, exit plans where appropriate.
Other Primary, Community and Gold Coast Health services that the Service refers Service Users to	Refer and access to skills expertise and resources within other disciplines i.e. general practitioners, psychiatrist, Acute care team	Electronic referral and communication processes and protocols in place include mechanisms for shared working, shared care, discharge planning, exit plans where appropriate

		Services assist the Service Users to access other services that are required. Knowledge of availability and capability of other services within the region maintained to support comprehensive care
Publicly and Privately funded Services such as those funded via the medical benefit scheme (MBS), Private Insurances Schemes, National Disability Insurance Scheme, Aged Care Gateway. Information and advisory services (eg, on available services and how to access these) Other community-based services (eg publicly available council services)	Referral and liaison Consultation	Effective local and regional linkages are in place to facilitate appropriate referrals for Service Users needing long-term support services: Service Users have timely access to appropriately presented information and relevant advice
Local Aboriginal and Torres Strait health providers, agencies, and community groups	To improve mental health outcomes and reduce health inequalities Aboriginal and Torres Strait Islanders.	Local Aboriginal and Torres Strait Islander services are strengthened by relationships, networks and cross agency working.
Local Culturally and Linguistically Diverse (CALD) health providers, agencies, and community groups	To improve mental health outcomes and reduce health inequalities for CALD communities	CALD services are strengthened by relationships, networks and cross agency working.
Primary Gold Coast Referral and Triage Services (Primary Care and Community Services (PCCS))	To maximise access to services for the Gold Coast Community and where possible lower demand for local community and acute services	To ensure access to the right service dependant on the level of intensity required by the client (low to moderate)
Temporary Closures		
In the instance where the Service is closed for a temporary period of time outside of the agreed operating hours (refer to <i>Service Location(s) and Operating Hours, including After Hours where appropriate</i> above), the Provider is required to make arrangements with Service User to ensure access to treatment via alternative means, and GCPHN and referrers to the Service need to be informed of these closures and arrangements.		

6.2. Service Planning and Performance monitoring

Service Review/Co-design

Throughout the contract period GCPHN will continue to work with the Provider to ensure service model and performance is maximised and continues to meet the needs of the community. This may require a formal review and/or co-design activities during the contract period to enhance and/or modify the Service Model.

Program Logic

GCPHN works with all commissioned services to develop Program Logics for all Service Types to ensure service delivery focuses on achieving the intended outcomes identified for our region and to support our move towards outcome-based

commissioning. Logic Models help us shape new programs for success by defining the causal links between the needs of a defined population and the desired outcomes. Well-developed program logic also provides structure and stimulates thinking to evaluate whether commissioned services have succeeded.

GCPHN will work with the Contractor to further develop and refine a Program Logic including co-design of the outputs, and short-, medium- and longer-term outcomes over the term of this agreement.

Or

GCPHN will work with the Contractor to further develop and refine a Program Logic including co-design of the outputs, and short-, medium- and longer-term outcomes over the term of this agreement. In addition, all commissioned services are mapped and aligned to the [Joint Regional Plan](#) desired states (outcomes).

Outcomes and Key Performance Indicators

GCPHN Performance is measured through the *PHN Program Performance and Quality Framework*, which aims to consider how the broad range of activities commissioned by the PHN contribute to the overarching objectives. Performance is assessed against the following domains: Addressing Needs, Quality Care, Improving Access, Coordinated Care and Capable Organisations is aligned to the Quadruple aim and the Australian Health Performance Framework.

In the short term the Contractor will be required to collect and report on the items outlined in the Quarterly Performance Indicators and Measures detailed in Attachment 3 of the Service Schedule.

6.3. Key Program/Service Documents

The services must be delivered in accordance with and meet the requirements set out in the document(s) specified below.

Document Name	Document Section
insert	See Service Schedule (Attachment 1 - The Contractor's Service Model Endorsed by GCPHN) or insert link Insert relevant program guidelines or standards.
GCPHN Branding, Promotional and Media Guideline	Branding, promotion, and media guideline
National PHN guidance - initial assessment and referral for mental health care	National PHN guidance - initial assessment and referral for mental health care
Service Classifications Primary Mental Health Services	Service Classifications Primary Mental Health Services
GCPHN Psychological Service Program Guidelines	A copy of the current guidelines will be provided to the Contractor with this Agreement by the Contractor's Relationship Manager
Headspace Model Integrity framework (HMIF V2)	A copy of the current Framework will be provided to the Contractor with this Agreement by the Contractor's Relationship Manager
Orygen psychological interventions in treatment of mental health disorders in young people November 2015	Psychological interventions in the treatment of mental disorders in - Orygen, Revolution in Mind
Orygen Early Psychosis Model Integrity Tool	EPPIC Model Integrity Tool – Application Guide - Orygen, Revolution in Mind

7. Deliverables and Reporting Requirements

7.1. Establishment Plan

To be completed where a new service is requiring an establishment/implementation phase, prior to the commencement of direct service delivery. You can download the establishment plan template by visiting the GCPHN [Provider Resources Webpage](#).

7.2. Annual Quality Improvement Plan (Plan)

At commencement of any contract a Quality Improvement Plan is required and then required by 30 April for the following year if the contract is to continue.

To enable a more complete review of The Contractor service and enable flexibility with negotiation over the period of the Service Agreement The Contractor are required to provide a Plan to us using (but not limited to) the Plan which can be downloaded by visiting the GCPHN [Provider Resources Webpage](#).

7.3. Data, Statements, Reports The Contractor is to Submit and meetings the Contractor is to attend

The Contractor must submit the data, statements and reports and attend the meetings as specified below, in each case by the due date and in accordance with the details and standard of reporting requirements and lodgement requirements specified below. Templates listed below can be completed online (where indicated), or viewed and downloaded for completion by visiting the [Provider Resources Webpage](#).

	Reporting Period and Due Date	Details and Standard of Reporting or Meeting Required	Lodgement (Portals and Templates)
If any reports are not relevant, delete but ensure track changes are on so that it can be seen what has been deleted. This table aligns to Item 8, therefore, that table must also be amended to reflect the changes made here.			
Establishment Plan submission and Attendance at Establishment Planning meeting	<u>Due Date:</u> Within one (1) month of contract execution unless included in the Service Agreement. <u>Due Date:</u> Within seven (7) days after the submission of the Establishment Plan.	Using but not limited to the Plan template aligning with the Deliverables at 7.1 and the Contractor's model of service in the Contractor's offer at (Attachment 1 of this Schedule) The Contractor will need to attend an Establishment Planning Meeting. GCPHN will contact the Contractor to arrange a suitable meeting date/time/location. GCPHN will prepare and send electronically an Agenda template for both parties to complete prior to the meeting.	The Establishment Plan template must be completed and submitted via email to commissioning@gcphn.com.au <u>u</u>
Minimum Data Set (where required)	<u>Due date:</u>	Submission of the xxxx data to xxxx Portal	Submission of the xxxx to xxxxx Portal

	Within Fourteen (14) days after the end month/quarter		Insert GCPHN address of portal
Quarterly Performance Monitoring and Reporting	<u>Reporting Period:</u> Quarterly <u>Due Date:</u> Within Fourteen (14) days after the end of each quarter - due 14 October 14 January 14 April 14 July	Performance Monitoring reporting as specified in the Performance Indicators and Measures (Attachment 2 of the Services Schedule)	Quarterly Performance Monitoring Report template will be emailed to the Contractor by the Contractor's Relationship Manager for completion and is to be submitted via email to commissioning@gcphn.com.au
Performance Monitoring Meeting with Service Provider	<u>Reporting Period:</u> Quarterly – within two (2) weeks after receipt of quarterly report.	Quarterly meetings will be held with GCPHN representatives to discuss: • Results in the Quarterly Performance Monitoring Report • Progress with the Quality Improvement Plan (Plan) GCPHN will contact the Contractor to arrange a suitable meeting date/time/location. The Contractor's GCPHN Relationship Manager will prepare an Agenda prior to the meeting.	GCPHN to share information from Performance Monitoring Meetings with service providers on email.

8. Timing of Payments and Deliverables

Payments of the Funding will be made in instalments as specified below. Please refer to your Head Agreement for detail of deliverables that the Contractor may be required to complete across all Service Schedules (where applicable), these include:

- Audited Annual Financial Acquittal and Audited General Purpose Financial Statement, or Financial Declaration
- Insurance
- Service Provider Safety and Quality Assessment
- Annual Quality Improvement Plan
- Service Provider Information Security Assessment
- Reportable Incident Reporting
- Contractor Satisfaction Report
- Provider Information Sessions
- Collaborative Provider Meetings
- Strategic Leadership Meeting

Funding Type	Payment Basis and Due Dates
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Per annum funding (see Item 5.1 of this Service Schedule)	GCPHN will provide funding as set out in Item 5 of this Service Schedule, payable quarterly in advance. Should the Contractor not comply with all of the Contractor's obligations in relation to the Funding and Services under this Service Schedule for the immediately following quarter, including submission of the Contractor's Quarterly Performance Measurement Data as specified in Item 7.3 above, and Budget and Financial Acquittals as specified in item 5 of the Service Agreement Service Details, part or full payment of advance funding (dependent upon unmet deliverables) will be requested to be returned if services are not delivered as specified within this agreement.	
One-off Funding (see Item 5.2 of this Service Schedule)	Insert detail if relevant or 'Not applicable'	
Due Date	Deliverable Description	Payment \$ (GST Excl.)
DD Month Year	Payment upon submission and acceptance of: - Fully executed Agreement - Insurance Certificates (if not current as an existing Provider) - Establishment plan (if applicable) - Annual budget using Budget & Quarterly Financial Acquittal report template - Correctly rendered invoice - Quality System certification evidence (if accredited) - Annual Quality Improvement Plan (Plan)	\$amount to be agreed with Finance Manager
Within 1 month after commencement insert date if known	Submission and acceptance of: GCPHN Quality Performance Report or the Contractor's Quality Performance Report (that meets the requirements of GCPHN report) with an Annual Quality Improvement Plan that identifies the Contractor's prioritised work program towards accreditation.	\$Nil
Within seven (7) days after the submission of the Establishment Plan. insert date if known	Attendance at the Establishment Planning Meeting	\$Nil
By 14 Month/s Year	Payment upon submission and acceptance of: - Submission of the Monthly Minimum Data Set to portal (if applicable to this contract) - Quarterly Performance Monitoring and Reporting (Certified) - Quarterly Financial Acquittal Report; and Revised Annual Budget for the current year (if applicable) - Correctly rendered invoice - Annual budget for the next financial year (if activity is continuing – July only) using Budget & Quarterly Financial Acquittal report template	\$amount to be approved with Finance Manager
By the end of the month quarterly reports are due (date to be agreed)	Attendance at the Quarterly Performance Monitoring meeting	\$Nil
Total		\$000000.00

9. Optional Intellectual Property Rights (Clauses 1, 7, 10 and 20)

GCPHN Material	Please use 'Nil' if none to list
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Licence	Please use 'Nil' if none to list
Contractor Material	Please use 'Nil' if none to list
Licence	Please use 'Nil' if none to list

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ATTACHMENTS – Templates

All standard templates can be found by visiting the GCPHN Provider Resource Website.

[Provider Resources - Gold Coast Primary Health Network \(gcphn.org.au\)](http://gcphn.org.au)

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