

Heads of Agreement

The Sydney Children's Hospitals Network (**SCHN**)

Australian Capital Territory as represented by Canberra
Health Services (**PARTY**)

13 February 2023 – 31 December 2027

Contents

1. Definitions and Interpretation	3
1.1. Definitions	3
1.2. Interpretation	5
2. Relationship between the parties	5
3. Objective and Guiding Principles	6
3.1. Objective.....	6
3.2. Guiding Principles	6
3.3. Compliance with the Objective and Guiding Principles	6
4. Governance	7
4.1. Steering Committee	7
4.2. Purpose of Steering Committee	7
4.3. Meetings	<i>Error! Bookmark not defined.</i>
4.4. Terms of Reference	<i>Error! Bookmark not defined.</i>
5. Responsibilities	8
5.1. Responsibilities of SCHN.....	8
5.2. Responsibilities of CHS	8
6. Indemnity	8
7. Insurance	9
8. Dispute Resolution	9
9. Term and Termination	9
9.1. Term.....	9
9.2. Termination.....	9
10. Notices	10
10.1. How notice to be given.....	10
10.2. Authorised Representative's Nominee	10
10.3. When notice taken to be received	10
10.4. Notices sent by more than one method of communication.....	11
11. Confidentiality	11
11.1. Confidentiality.....	11
11.2. Exceptions	11
11.3. Public Announcements	11
12. General	11
12.1. Amendments.....	11
12.2. Counterparts.....	11
12.3. Other agreements between the parties	12
12.4. Incidents and complaints management	12
12.5. Policies	12
Schedule 1: Details	14

Heads of Agreement (HOA)

Parties **The Sydney Children's Hospitals Network (Randwick and Westmead) (Incorporating the Royal Alexandra Hospital for Children) ABN 53 188 579 090** of Hawkesbury Road and Hainsworth Street, Westmead NSW 2145 (**SCHN**)

Australian Capital Territory, the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cth) represented by Canberra Health Services Yamba Dr, Garran ACT 2605 (CHS)

BACKGROUND

- A. SCHN includes The Children's Hospital at Westmead (CHW), Sydney Children's Hospital, Randwick (SCH) Newborn and paediatric Emergency Transport Service (NETS), and the Children's Court Clinic (CCC).
- B. CHS provides Paediatric health care services including medical and surgical inpatient services, outpatient clinics and day-only medical and surgical care, as well as mental health care for children and adolescents of the ACT and surrounding Southern NSW Area.
- C. The parties have entered into this agreement to formalise a mutual collaboration regime and to record the parties' intentions, roles and responsibilities relating to the delivery of the Purpose.
- D. MOUs or agreements between the parties will require the parties to adhere to the Guiding Principles.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

1.1. Definitions

In this agreement:

Authorised Representative means, in respect of each party, the person described in Schedule 1 or otherwise notified by a party to the other from time to time.

Board means in respect of a party, the Board members of that party.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Sydney.

Chair means in respect of a party, the person from time to time appointed to, or acting in the capacity of, the position of chairperson of the Board of that party.

Confidential Information of a party means any information or data arising from its services or acquired in confidence by one party from the other and includes all technical, proprietary and operational information, processes, know-how, methods of working, specifications and other commercially valuable information of any kind disclosed by or obtained from that party for the purposes of this agreement before, on or after the date of this agreement relating to the management, operations, business, research, education and technology of the disclosing party other than information which is:

- (a) publicly available or subsequently becomes publicly available other than by a breach of this agreement;

- (b) lawfully known to the other party on a non-confidential basis before being disclosed by the party that owned the confidential information;
- (c) rightly acquired from a third party who is not in breach of an agreement to keep such information confidential; or
- (d) developed independently by a party.

Guiding Principles mean the guiding values and principles set out in clause 3.2.

Health Practitioner means all health practitioners for which a party is responsible under the agreement.

Health Service includes the following services and research associated with the provision of such services, whether provided as public or private services:

- a. services provided by registered health practitioners;
- b. hospital services;
- c. mental health services;
- d. pharmaceutical services;
- e. patient transport services;
- f. other patient support services
- g. logistical and corporate services
- h. community health services;
- i. health education services;
- j. welfare services necessary to implement any services referred to in paragraphs (a) to (i);
- k. services provided by dietitians, masseurs, naturopaths, social workers, speech pathologists, audiologists or audiometrists;
- l. pathology services; and
- m. quarantine services.

Non-Primary Organisation means the legal entity (party to this agreement) from which the Health Practitioner has been invited by the Primary Organisation to consult or provide Health Services to patients of the Primary Organisation.

NSW Health means Health Administration Corporation ABN 45 100 538 161, a corporation sole constituted under section 9 of the Health Administration Act 1982 (NSW).

Objective has the meaning given in clause 3.1.

Primary Organisation means the (party to this agreement) under which the patient is admitted, or the medical record number under which they are being treated, or in the case of presentation to an Emergency Department, where patient admission has not yet occurred, the facility or hospital under the control of the party responsible for, or who undertakes the triage assessment.

Public Health Organisation means a public health organisation as defined by the Health Services Act 1997 (NSW), including SCHN and for the purpose of this agreement includes CHS.

Treasury Managed Fund means the self-insurance scheme created by the NSW government to insure NSW government agency risk.

Senior Medical and Dental Practitioners means in relation to SCHN, practitioners in respect of which NSW Health's policy directive PD2019_056 titled 'Credentialing & Delineating Clinical Privileges for Senior Medical Practitioners & Senior Dentists' (or replacement policy directive), and, in relation to CHS the (CHS policy) applies.

Service Agreement means, with respect to SCHN, the most recent agreement entered into between that party and the Secretary of NSW Health in respect of funding and other support services provided to that party.

Service Level Agreement has the meaning given in clause 0.

Steering Committee means the steering committee formed under clause 4.2.

Terms of Reference has the meaning given in clause 4.4.

Territory when used:

- (a) in a geographical sense, means the Australian Capital Territory; and
- (b) in any other sense, means the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cth).

Treasury Managed Fund means the self-insurance scheme created by the NSW government to insure NSW government agency risk.

1.2. Interpretation

In this agreement:

- (a) headings are for convenience only and do not affect interpretation;
- and unless the context indicates a contrary intention:
- (b) a reference to a party includes its employees, contractors, volunteers and students;
 - (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
 - (e) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
 - (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
 - (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
 - (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
 - (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (j) "**includes**" in any form is not a word of limitation;
 - (k) a reference to "**\$**" or "**dollar**" is to Australian currency; and
 - (l) if a body or an authority (other than a party) referred to in this agreement ceases to exist, reference to it is to be taken to be to the body or authority that replaces it or, if it is not replaced, that then serves substantially the same functions. Reference to the head or other officer of the body or authority that has ceased to exist is to be taken to be to the head or other officer of the body or authority that replaces it or serves substantially the same function.

2. Relationship between the parties

- (a) Each party:
 - (i) has entered into this agreement in its capacity as a Public Health Organisation or a government entity with administrative responsibility for the health services that are the subject of this agreement; and
 - (ii) acknowledges that nothing in this agreement will in any way restrict or otherwise affect the unfettered discretion of a party to exercise any of its functions or powers pursuant to any law, and in the event of any conflict between these and this agreement, the former prevails.
- (b) Nothing in the agreement will be construed or interpreted as constituting the relationship between SCHN and Other Party / Other Parties as that of partners, agents, joint venturers or any other fiduciary relationship, or that of employer and employee.
- (c) Neither party has authority or power to act for, create or assume any responsibility or obligation on behalf of, the other party.
- (d) Each party's interest in this agreement is transferrable to its successor or permitted assignee.
- (e) The rights, duties, obligations and liabilities of the parties shall in every case be several and not joint or joint and several unless stipulated and agreed in other arrangements.

3. Objective and Guiding Principles

3.1. Objective

The parties aspire to work collaboratively to deliver the Purpose and agree it is of the utmost importance that this is achieved by each party in a manner that is safe, efficient, effective and appropriately governed. **(Objective)**.

3.2. Guiding Principles

The Guiding Principles are as follows:

- (a) **collaboration:** the parties must work collaboratively and in a cooperative and constructive manner to facilitate the achievement of the Objective;
- (b) **openness:** each party must enable and encourage the other party to share ideas, communicate clearly, actively listen and value the contributions of the other party;
- (c) **respect:** each party must recognise and value the other party's skills and expertise;
- (d) **empowerment:** each party must take responsibility for and reflect on their own performance and behaviour, and seek to learn and improve from that experience;
- (e) **accountability:** each party must appropriately undertake its own responsibilities and recognise the accountabilities of the other party;
- (f) **communication:** each party must communicate with the other honestly and in good faith;
- (g) **innovation:** each party must encourage new approaches and creative solutions to achieve positive outcomes; and
- (h) **integrity:** each party must act with integrity in all communications, including by providing clear and honest reporting and evaluation methodologies.

3.3. Compliance with the Objective and Guiding Principles

The parties must comply with the Objective and the Guiding Principles in all interactions with each other, including interactions:

- (a) under this agreement;
- (b) under any other agreement between the parties, whether or not existing at the date of this agreement, and subject to any more onerous obligations in such agreement; and
- (c) otherwise not under any agreement.

4. Governance

4.1. Steering Committee

- (a) A Steering Committee must be formed by the representatives of the Parties as described in Schedule 1.
- (b) The Chief Executive (or equivalent) of a party may, at their discretion and by notice in writing, inform the Chief Executive of the other party, of changes to their Steering Committee nominees.
- (c) Each member of the Steering Committee may, by notice to the other members of the Steering Committee, nominate a delegate to carry out that member's functions under this agreement in that member's place.
- (d) Each member of the Steering Committee will be entitled to one vote on a Steering Committee resolution.
- (e) The chair of the Steering Committee will:
 - (i) for a period of 12 months after the date of this agreement, be a member nominated by the Chief Executive Officer (or equivalent) of CHS;
 - (ii) in the case of an equality of votes on any matter at a meeting of the Steering Committee, shall not have a second vote or casting vote; and
 - (iii) thereafter, rotate between the parties on an annual basis.
- (f) Where a matter requires a decision by the Steering Committee, the matter may be decided by a bare majority vote of the members of the Steering Committee.
- (g) In the case of an equality of votes on any matter at a meeting of the Steering Committee, the matter must at the request of any member of the Steering Committee be referred for resolution under clause 8.

4.2. Purpose of Steering Committee

The parties acknowledge that the purpose of the Steering Committee is to:

- (a) provide leadership in advancing the Objective;
- (b) provide strategic direction, advice and support to the parties' ongoing development and sustainability in the delivery of Health Services through combined vision, planning and promotion;
- (c) ensure each party complies with all applicable legislative and/or regulatory requirements for the delivery of Health Services that are the subject of this agreement;
- (d) monitor the provision of Shared Services against the Service Level Agreements in place and escalate issues as required;
- (e) monitor the parties' compliance with clause 3.2; and
- (f) discuss any other relevant business that the members consider necessary or desirable to discuss.

4.3. Meetings

- (a) The Steering Committee must meet at least once per quarter to facilitate discussion between the parties
- (b) The members of the Steering Committee must comply with the Guiding Principles.
- (c) The first meeting of the Steering Committee shall be no later than 10 weeks following the execution of this agreement.

4.4. Terms of Reference

The parties:

- (a) terms of reference (Terms of Reference) to be discussed at the Steering Committee meetings
- (b) The Terms of Reference shall include the decision making capability of the Steering Committee.
- (c) The parties, or the Steering Committee with the parties' approval, may at any time modify, replace or delete any Terms of Reference.

5. Responsibilities

5.1. Responsibilities of SCHN

SCHN will have responsibility for all services and operational matters concerning the Health Services that it is required to provide or deliver by the *Health Services Act (1997) (NSW)*, its Service Agreement, any Ministry of Health requirements, any other relevant laws and any other legal obligations of SCHN.

SCHN may nominate, where relevant, Key Personnel as described in Schedule 1 to be the primary point of contact for the operational communication, development and coordination of this agreement.

5.2. Responsibilities of Other Party(s)

Other Party(s) responsibilities will be as described in Schedule 1.

CHS may nominate, where relevant, Key Personnel as described in Schedule 1 to be the primary point of contact for the operational communication, development and coordination of this agreement.

6. Indemnity

- (a) Each party must give prompt written notice to the other party of any potential liability of which such party has knowledge which may result in any liability arising for either party in respect of the matters covered by this agreement, provided however that the failure to give such notice will not terminate or affect any rights of either party provided under this clause 6.
- (b) Each party shall have the right to investigate, defend or compromise any claim covered by insurance for which indemnification is sought, and each party will cooperate with the other party in respect of the investigation and defence of that claim.
- (c) Without derogating from any liability which any party may have at law to any person, each party must indemnify and keep indemnified (**Indemnifying Party**) the other party (including their officers, employees, contractors and agents) from and against all actions, losses, claims, demands, costs (including legal costs), and expenses of any other kind the other party incurs that relate to personal injury or death or property loss or damage the Indemnifying Party (including their officers, employees, contractors and agents) causes or contributes to.
- (d) Each party's liability under this agreement is reduced to the extent of any damages, liability, loss or costs arising from or attributable to, any act or omission of another party or its officers, employees, agents or contractors.

- (e) If the parties cannot agree the proportionate responsibility under clause 6(d), then the issue of indemnification and proportionate responsibility shall be determined in accordance with clause 8.
- (f) Each indemnity under this clause 6 is a continuing and independent obligation of the party giving it, and survives termination or expiry of this agreement.

7. Insurance

- (a) The Other Party(s) acknowledge that SCHN is a Governmental Agency and as such is covered by an operated by the Treasury Managed Fund on behalf of NSW Public Health Organisations, and that these arrangements include workers compensation, legal liabilities (including but not limited to public liability, products liability and professional indemnity) and including any liability that either party may incur in relation to their obligations under this agreement.
- (b) Each Party will effect and maintain the Insurance Policies to cover their conduct and that of their Personnel's conduct during the Project, including any of its own losses and liabilities that it may incur during this time as a result of its participation in the Project
- (c) Each party must advise the other party of any change, cancellation, alteration or amendment of any of the insurance policies held within 5 Business Days of such change, cancellation, alteration or amendment.

8. Dispute Resolution

- (a) If a party has a dispute arising from or relating to this agreement:
 - (i) that party may issue a notice to the other party setting out the details of the dispute; and
 - (ii) after receipt of the notice, the parties or delegates of the parties must formally meet to discuss and attempt to resolve that dispute.
- (b) If the parties have not resolved the dispute within [20] Business Days after a notice is given under clause 1.1(a), either party may refer the dispute to the Chief Executives of the parties for discussion and resolution.

9. Term and Termination

9.1. Term

This agreement commences on the Commencement Date and expires on the End Date, unless the parties agree otherwise in writing.

9.2. Termination

A party may, without affecting its rights at law, by notice in writing terminate this agreement:

- (a) by providing thirty (30) days' written notice to the other party if that party commits an act that may jeopardise the goodwill of the other party or purposefully damages the reputation, premises, or any other asset of the other party, where the parties have been unable to resolve the dispute in accordance with clause 8; or
- (b) for convenience or without cause by giving the other party three months' notice in writing; or
- (c) if the Secretary of NSW Health or Chief Executive Officer CHS issues a direction under which this agreement must be terminated or which has the practical effect that this agreement will no longer have any practical application; or

- (d) if any change in law results in this agreement being terminated or has the practical effect that this agreement will no longer have any practical application.

10. Notices

10.1. How notice to be given

Each communication (including each notice, consent, approval, request and demand) under or in connection with this agreement:

- (a) must be given to a party's Authorised Representative or their duly appointed nominee(s):
 - (i) using one of the following methods (and no other method) namely, hand delivery, courier service, prepaid express post or email; and
 - (ii) using the address or other details for the party's Authorised Representative set out Schedule 1;
- (b) (in the case of communications other than email) must be signed by the sending party or the sending party's Authorised Representative or their duly appointed nominee;
- (c) (in the case of email) must:
 - (i) state the name of the sending party or the sending party's Authorised Representative or their duly appointed nominee, and state that the email is a communication under or in connection with this agreement; and
 - (ii) if the email contains attachments, ensure the attachments are in PDF or other non-modifiable format the receiving party can open, view and download at no additional cost, and communications sent by email are taken to be signed by the named sender.

10.2. Authorised Representative's Nominee

The Authorised Representative of either party may from time to time appoint a nominee or nominees for the purposes of providing or receiving notices under this clause 10 by providing a notice to the other party in accordance with this clause 10.

10.3. When notice taken to be received

Without limiting the ability of a party to prove that a notice has been given and received at an earlier time, each communication (including each notice, consent, approval, request and demand) under or in connection with this agreement is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand or courier service) on delivery with signed receipt;
- (b) (in the case of prepaid express post) on the second Business Day after the date of posting;
- (c) (in the case of email, whether or not containing attachments) the earlier of:
 - (i) the time sent (as recorded on the device from which the sender sent the email) unless, within 4 hours of sending the email, the party sending the email receives an automated message that the email has not been delivered;
 - (ii) receipt by the sender of an automated message confirming delivery; and
 - (iii) the time of receipt as acknowledged by the recipient (either orally or in writing),

provided that:

- (d) the communication will be taken to be so given by the sender and received by the recipient regardless of whether:

- (i) the recipient is absent from the place at which the communication is delivered or sent;
- (ii) the communication is returned unclaimed; and
- (iii) (in the case of email) the email or any of its attachments is opened by the recipient;
- (e) if the communication specifies a later time as the time of delivery then that later time will be taken to be the time of delivery of the communication; and
- (f) if the communication would otherwise be taken to be received on a day that is not a Business Day or after 5.00pm, it is taken to be received at 9.00am on the next Business Day.

10.4. Notices sent by more than one method of communication

If a communication delivered or sent under this clause 10 is delivered or sent by more than one method, the communication is taken to be given by the sender and received by the recipient whenever it is taken to be first received in accordance with clause 10.3.

11. Confidentiality

11.1. Confidentiality

Subject to clauses 11.2 and 11.3, the parties must not disclose, copy, reproduce, use or otherwise deal with any Confidential Information without the prior written consent of the other party.

11.2. Exceptions

A party may make any disclosure of Confidential Information in relation to this agreement:

- (a) to a professional adviser, financial adviser, banker, financier or auditor if that person is obliged to keep the Confidential Information disclosed confidential;
- (b) to comply with the law, or a requirement of a regulatory body;
- (c) as required for any legitimate purpose or process of the New South Wales Government, the ACT Government or a Public Health Organisation;
- (d) to any of its employees to whom it is necessary to disclose the Confidential Information;
- (e) to obtain the consent of a third party to a term of, or to an act under, this agreement; or
- (f) to enforce its rights or to defend a claim or action under this agreement.

11.3. Public Announcements

- (a) Except as required by law or a regulatory body, all press releases and other public announcements in connection with this agreement must be in terms agreed by the parties.
- (b) Without limiting clause 11.3(a), the parties must work together for the purposes of preparing appropriate publicity or advertising material relating to the interactions of the parties.

12. General

12.1. Amendments

This agreement may only be varied by a document agreed by both parties and signed by or on behalf of each party.

12.2. Counterparts

- (a) This agreement may be executed in any number of counterparts and by the parties on separate

counterparts. Each counterpart constitutes an original of this agreement, and all together constitute one agreement.

- (b) A party that has executed a counterpart of this agreement may exchange that counterpart either physically or electronically with the other party's Authorised Representative or their duly appointed nominee.

12.3. Other agreements between the parties

- (a) The parties acknowledge and agree that it is their common intention that:
 - (i) from time to time the parties will negotiate and agree various other agreements to facilitate the achievement of the Objective (Other Agreements), including individual service level agreements which will set out the terms on which certain clinical, corporate and non-clinical services will be provided (Service Level Agreements); and
 - (ii) each party will negotiate in good faith to prepare and agree the Other Agreements in accordance with this agreement and to seek to achieve the Objective; and
 - (iii) the terms of the Service Level Agreements will be on a basis generally consistent with the principles set out in this agreement.

12.4. Incidents and complaints management

- (a) For the purposes of this clause, the terms “incident” and “incident management” have the meanings given to them in NSW Health’s PD2020_047 Incident Management Policy and Canberra Health Services Incident Management Policy CHS21/445, as amended from time to time.
- (b) If an incident occurs, a party (Notifying Party) must, as soon as practicable after becoming aware of an incident or complaint involving or that might involve the other party, notify the other party (Receiving Party) of the incident or complaint and any preliminary findings and any subsequent investigations and outcomes.
- (c) The parties will work together in good faith through all stages of the management of the incident or complaint recognizing that all parties may need to be involved when there are issues relevant to the other parties.
- (d) Without limiting paragraph (b) or (c) the party with agreed primary responsibility for managing the incident or complaint will ensure that the other party is kept informed in a timely way of and given a reasonable opportunity to participate in all relevant steps in the incident or complaint management process, including membership of root cause analysis (RCA) teams and participation in open disclosure.
- (e) The parties agree that all future agreements between them in respect of the matters covered in this agreement must include a provision governing incident management.

12.5. Policies

- (a) A party (Notifying Party) shall give notice to the other party (Receiving Party) via the Steering Committee as to the policies, procedures or rules or the interpretation of the policies, procedures or rules (as the case may be) which the other party must follow in respect of matters covered by this agreement (including in relation to workplace health and safety).
- (b) If the Receiving Party considers that:
 - (i) there is an omission, ambiguity, discrepancy, inadequacy or inconsistency in, or between, the policies, procedures or rules notified under clause 12.5 (a);
 - (ii) there is an inconsistency between the policies, procedures or rules notified under this

clause (a) and this agreement; or

- (iii) in complying with the policies, procedures or rules notified under clause 12.5 (a), it would not be possible to ensure the safety of all persons (as reasonably practicable in the circumstances),

it must immediately notify the Steering Committee, providing reasons.

- (c) If a party gives notice under clause 12.5 (b) above, the Steering Committee must direct the party as to the policies, procedures or rules or the interpretation of the policies, procedures or rules (as the case may be) which the party must follow for so long as it remains a party to this agreement.
- (d) Any direction of the Steering Committee under clause 12.5 (c) will not relieve any party from or alter its liabilities or obligations under this agreement or otherwise according to law.

Signed as a Heads of Agreement

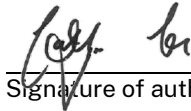
Signed for and on behalf of The Sydney Children's Hospitals Network (Randwick and Westmead) (Incorporating the Royal Alexandra Hospital for Children) as authorised signatory, in the presence of:



Signature of witness

Karen Bond

Full name of witness



Signature of authorised signatory

Adjunct Associate Professor Cathryn Cox PSM

Full name of authorised signatory

Signed for and on behalf of the Australian Capital Territory in the presence of:

Signature of witness

Full name of witness

Signature of authorised signatory

Full name of authorised signatory

Schedule 1: Details

1 Other Party(s)	AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cth) represented by Canberra Health Services Yamba Drive, Garran ACT 2605 (CHS)
2 Background	<p>CHS provides Paediatric health care services including medical and surgical inpatient services, outpatient clinics and day-only medical and surgical care, as well as mental health care for children and adolescents of the ACT and surrounding Southern NSW Area.</p> <p>The parties have entered into this agreement to formalise a mutual collaboration regime and to record the parties' intentions, roles and responsibilities relating to the delivery of Health Services.</p>
3 Purpose of agreement	SCHN and CHS will work in collaboration to develop specialty paediatric services in Canberra that facilitate the safe, timely, efficient, and equitable delivery of services in a way that is sustainable for both parties.
4 Deliverables	Not used
5 Commencement Date	13 February 2023
6 End Date	31 December 2027
7 Steering Committee	<p>a. A Steering Committee must be formed consisting of:</p> <p>i. 3 representatives of SCHN, nominated by the Chief Executive, and being persons employed by SCHN in the following positions:</p> <p>A. Executive Director, Clinical Operations</p> <p>B. Director of Finance and Corporate Services; and</p> <p>C. Director of Medical Administration and Clinical Governance</p> <p>ii. 3 representatives of CHS, being nominated by the Chief Executive Officer, and persons employed by CHS in the following positions:</p> <p>A. Chief Operating Officer,</p> <p>B. Executive Director, Division of Women Youth and Children; and</p> <p>C. Clinical Director, Division of Women Youth and Children</p>
8 Shared Services	<p>a. SCHN operates and manages the following facilities:</p> <ul style="list-style-type: none"> • Sydney Children's Hospital, Randwick; • The Children's Hospital at Westmead; and • Newborn and paediatric Emergency Transport Service <p>b. CHS operates and manages the Paediatric Department at Centenary Hospital for Women and Children.</p> <p>c. The provision of these services is governed by Service Level Agreements or similar documents that detail the services to be provided and the agreed standards or Key Performance Indicators to be achieved. These agreements will be negotiated with appropriate stakeholders at regular agreed intervals or as required. Performance under the terms of the agreements shall be monitored by the Steering Committee.</p>
9 Responsibilities – Other Party	a. CHS will have responsibility for all services and operational matters concerning the Health Services that it is required to provide or deliver

by the Health Act 1993 (ACT), its Service Level Agreement with SCHN, any Territory requirements, any other relevant laws and any other legal obligations of CHS.

- b. CHS will also have responsibility for the provision of Shared Services [both clinical and non-clinical] across the campus in accordance with the Service Level Agreements or as otherwise agreed between the parties.

10 Authorised Representatives for Notices

SCHN
Cathryn Cox
Chief Executive
By Post:
The Sydney Children's Hospitals Network
Locked Bag 4001
Westmead NSW 2145
By Email:
SCHN-Mail@health.nsw.gov.au

Other Party
Cathie O'Neill
Chief Operating Officer
By Post:
Canberra Health Services
PO Box 11
Woden ACT 2606
By Email: CHS.COO@act.gov.au
Copy to: CHS.WYCexecutiveoffice@act.gov.au

11 Fees and Invoices

- (a) Activities (and associated National Weighted Activity Units (NWAU)) will be recognised by the Primary Organisation.
- (b) In circumstances where the Non-Primary Organisation provides Health Services to the Primary Organisation, the Non-Primary Organisation is entitled to charge the Primary Organisation the reasonable costs (including salaries) associated with the provision of those Health Services from the Primary Organisation.
- (c) Where a patient (Interstate Patient) is a resident of the Non-Primary Organisation's jurisdiction and receives a Health Service in the Primary Organisation's jurisdiction, the Primary Organisation is entitled to charge the Non-Primary Organisation the Interstate Patient Costs that exceed the NHRA Funding.
- (d) For the purpose of Item 11(c) Schedule 1:
- (i) NHRA Funding means the amount the Primary Organisation is entitled to under the National Health Reform Agreement (NHRA) in relation to the delivery of the Health Service to the Interstate Patient and includes payments under the cross-border arrangements and the

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- Commonwealth contribution under the NHRA; and
- (ii) Interstate Patient Costs means the reasonable costs incurred by the Primary Organisation (including salaries and amounts owing to the Non-Primary Organisation under Item 11(b) Schedule 1) in relation to the delivery of the Health Service to the Interstate Patient.
- (e) The Primary Organisation may set off the amounts payable by the Non-Primary Organisation under Item 11(c) Schedule 1 against amounts payable by the Primary Organisation under Item 11(b) Schedule 1.
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