



**Health Administration Corporation
ABN 92 697 899 630**

and

**Karitane
ABN 25 000 018 842**

FUNDING AGREEMENT: GRANT

Virtual Residential Parenting Services FY 2020/21

FUNDING AGREEMENT: GRANT

Part A

This is a Funding Agreement between the NSW Health Entity and the Organisation as listed in the below Details on the terms and conditions of:

- (a) this document including the Details and the signing page (**Part A**);
- (b) the attached Schedule, including any provisions in the Schedule (**Part B**);
- (c) the attached Standard Terms and Conditions (**Part C**); and
- (d) any other attachment or document identified in the Schedule as forming part of the Funding Agreement.

The parties acknowledge and agree to comply with their respective obligations under the Funding Agreement.

Details		
NSW Health Entity	Name:	Health Administration Corporation as represented by Ministry of Health.
	Address	1 Reserve Road, St Leonards NSW 2065
	ABN	92 697 899 630
	Position, name and contact details of Representative	Deborah Matha Director, Maternity, Child and Family [REDACTED]
Organisation	Organisation name	Royal Society for the Welfare of Mothers and Babies
	Business or trading name	Karitane
	Incorporation details	
	Australian Business Number (ABN)	25 000 018 842
	Position, name and contact details of Representative	Grainne O'Loughlin Chief Executive Officer PO Box 241 Villawood NSW 2163
Date of Agreement	See Signing Page	

Signing page

Executed by the parties as a deed of agreement

Date of this Funding Agreement: is the date on which it is signed by the last party.

In signing this page the NSW Health Entity and the Organisation acknowledge and agree to be bound by and comply with the Funding Agreement.

Signatures

Signed, sealed and delivered for and on behalf of
**the Health Administration Corporation as
 represented by Ministry of Health**
 ABN 45 100 538 161 by its authorised officer:

Deb Matha
 A/Executive Director
 Health and Social Policy Branch

.....
 Signature

.....
 Date

in the presence of:

.....
 print name of witness

.....
 Witness signature

.....
 Date

Signed, sealed and delivered by **Karitane** ABN
 25 000 018 842 in accordance with section 127
 of the Corporations Act 2001:

Grainne O'Loughlin

 Print name of signatory

DocuSigned by:
Grainne O'Loughlin

 757718B91F224B3...
 Signature

CEO

 Position of signatory

6/16/2021

 Date

in the presence of:
 Suzan Jaber

 print name of witness

DocuSigned by:
Suzan Jaber

 E5A6C752717746F...
 Witness signature

6/16/2021

 Date

FUNDING AGREEMENT: GRANT

Schedule – Part B

Activity

Item 1 Activity

Activity title: Implementation of the Virtual Residential Parenting Service (VRPS) FY2020/21

Purpose:

The VRPS was a \$10.2M Budget commitment (over 4 years) announced in November 2020 to be delivered by Tresillian and Karitane (each an Affiliated Health Organisation under schedule 3 of the Health Services Act 1997) by 1 July 2021.

This funding is for the purchase of equipment, minimal physical space modification and recruitment of staff required to begin delivery of the VRPS by 1 July 2021. The provision of funding under this Funding Agreement is *not* for any provision of services. The provision of services by the Organisation in regards to the VRPS model of care (which is still under development) is anticipated to commence in FY 2021/22. The details of the VRPS model of care and provision of services by the Organisation in relation to the VRPS model of care will be dealt with in a separate Funding Agreement between the parties (**Second Funding Agreement**).

Activity Description:

The Funds are to support the Organisation to begin clinical services delivery of the VRPS by 1 July 2021. This is noting that for Phase 2A (1 July 2021- 30 September 2021*) there will be statewide coverage with reduced capacity¹ into the VRPS and that capacity will be steadily increased at Phase 2B (1 October 2021- 31 January 2022*) and Phase 2C (1 February 2022 onwards*). This will allow additional recruitment and training of staff to deliver the VRPS. Minimum activity requirements for FY2021/22 will be addressed in the Second Funding Agreement. The Funds the subject of this Funding Agreement will be used for:

- Purchase of necessary equipment to implement clinical service delivery of VRPS. An equipment audit checklist has been developed in consultation with the Agency for Clinical Innovation on the necessary physical requirements and minimum equipment required to implement the VRPS (**Attachment 1**). This checklist can be used as a guide to determine what equipment is required to begin service delivery, noting that this funding may be rolled over until F there may be additional funding available in FY 2021/22-23/24 to enable additional service capacity. The organisation is to liaise with the identified Telehealth manager/lead in their district before the purchasing of any equipment.
- Making minimal physical space modification (renovation costs not to exceed \$10,000) to the service base (where the VRPS will be delivered from). During Phase 2A, a service base will be located within existing face to face residential services only (Carramar and Camden). During Phase 2B, the Project Steering Committee will make decisions on the expansion of the service bases to Macksville, to other Level 2 centres and the clinician's home.
- Recruitment and training an initial cohort of staff that will deliver the VRPS. Nursing staff must be Registered Nurses with Child and Family Health qualifications. Staff *may* require general Karitane orientation, training in the use of the electronic records management system and other appropriate training for their delegation. Staff *will* require training in the use of MyVirtualCare (NSW Health developed pexip based application). At minimum, a MyVirtualCare Clinician level self-directed training module must be completed (**Attachment 2**). The Project Steering Committee may decide to increase the minimum training

¹ Capacity figures and nursing to patient ratios are yet to agreed. It is anticipated that clinical service delivery by 1 July 2021 will service a minimum 1 family per week.

*Subject to review of referrals, intake, service delivery and capacity.

requirements from time to time. A recommended system requirement for the using MyVirtualCare is included as **Attachment 3**.

Item 2 Carrying out the Activity

Activity Period: The Activity must be performed from the Activity Commencement Date to the Activity End Date.

Activity Commencement Date: Date of this Funding Agreement

Activity End Date: 30 June 2021 or such other date as may be mutually agreed between the parties in writing

Milestones: The Organisation must carry out each Activity so as to meet the following Milestones and timeframes set out in the following table:

2020-2021 Pre-service delivery

Deliverables and KPIs	Due Date
Recruitment of at least 1FTE Registered Nurses with Child and Family Health qualifications to the VRPS service (VRPS Nurse) ² and demonstrable active recruitment towards at least another 1FTE Registered Nurse with Child and Family Health qualifications.	30 June 2021
The VRPS Nurse/s has/ve completed all requirements of the self-directed training module for MyVirtualCare Clinician level.	30 June 2021
Equipment has been purchased to enable clinical service delivery by 1 July 2021 and 1 service base has been set up.	30 June 2021

Item 3 Performance measures

Not used.

Item 4 Compliance with specific Laws, standards, policies and guidelines

In carrying out the Activity, the Organisation acknowledges the following (if any) specific Laws which have particular relevance to the Activity and agrees to comply with NSW Health standards, policies and guidelines.

Item 5 Approved subcontracting and auspicing

Subcontractor details: Not used

End Recipient: Not applicable

Item 6 Steering committees and planning meetings

The Organisation is currently participating in monthly planning meetings with the NSW Health Entity and Karitane. A VRPS Project Steering Committee is being established and the Organisation will have a representative on this Committee.

Reporting

Item 7 Reports

The Organisation is required to prepare and submit the following Reports:

- i. for the period, and if the Funds is for part of the period, for that part of the period during which the Organisation is required to provide the Activity; and
- ii. as detailed below and as otherwise reasonably requested by the NSW Health Entity from time to time.

² Noting the service capacity has not be agreed. A minimum of 1FTE will be required to deliver the VRPS from 1 July 2021. This can be an existing Karitane staff (Registered Nurse with Child and Family Health qualifications) seconded into the VRPS.

The Organisation agrees that the Reports are Confidential Information and agrees to treat the information as confidential in accordance with the Standard Terms and Conditions.

(a) **Activity Reports:**

The Organisation must provide an Activity Report on or before 30 November of each year. Each Activity Report document must include, but need not be limited to, the following information for that reporting period:

- (i) clear summary of the Activity carried out in the period;
- (ii) discussion and statement as to whether the Activity measures are being met and an explanation of any delays that have occurred, including reasons for those delays and any action the Organisation proposes to take to address the delay and expected effects (if any) the delay will have on the Activity (including benchmark requirements)
- (iii) a statement as to whether the Activity is proceeding within Budget, and if it is not, an explanation of why the Budget is not being met and the action the Organisation proposes to take to address this.

The Activity Reports are to be signed by the Organisation's Representative.

(b) **Additional Reports**

(Notifications in accordance with the Standard Terms and Conditions): notifications of:

- (i) Alleged Misconduct or Serious Incidents, to be notified immediately;
- (ii) changes to the name, address and contact details, material changes to the Organisation's constitution and articles of association (however described) or any Change in Control, to be notified as soon as practicable;
- (iii) action or proposed action regarding an Insolvency Event or external administration, to be notified immediately; and
- (iv) financial assistance from another governmental authority in relation to the Activity (that is not a Co-contribution), to be notified within [10] Business Days.

(c) **Financial Information**

The Organisation will provide the financial information:

- (i) on or before 30 November of each year. The financial information must relate to the preceding Financial Year in which the Organisation has received, expended or retained Funds under the Funding Agreement; and
- (ii) if requested by the NSW Health Entity, on the earlier termination of the Funding Agreement.

The financial information is to include the below reports.

(Acquittal Statement) an acquittal statement of the Funds for the period to date (or other period specified by the NSW Health Entity) that is signed by the Organisation's Representative and chief executive stating that:

- (i) the Funds and any Assets have been spent and used solely for the purpose of the Activity and in accordance with the Funding Agreement;
- (ii) where an amount of Funds has been transferred or reallocated in accordance with the provisions of the Funding Agreement, the reasons for the transfer or reallocation of the Funds or why the Funds were not spent in accordance with the provisions of the Funding Agreement and how the Funds will be utilised;
- (iii) all the terms and conditions of the Funding Agreement have been complied with;
- (iv) for the final acquittal statement, details about any Assets which have not been fully depreciated in accordance with Australian Accounting Standards; and
- (v) any other matters reasonably required by the NSW Health Entity to meet its financial accountability management and accountability obligations.

(Statement of Income and Expenditure) a detailed statement of income and expenditure of Funds, including, but not limited to, the receipt, use, commitment and other expenditure of the Funds against any Budget; and

(Audited Financial Report) a copy of an Audited Financial Report about the Organisation relating to all income, expenditure, assets and liabilities of the Organisation that:

- (i) is prepared in accordance with Australian Accounting Standards on a consolidated basis for the reporting period;
- (ii) is audited by an Approved Auditor;
- (iii) includes a balance sheet, an income and expenditure statement, a statement of changes in equity, a cash flow statement, summaries of significant accounting policies and other explanatory note, the method of calculating the depreciation of each class of Assets including the depreciation rate; and
- (iv) includes any other information reasonably required in writing by the NSW Health Entity.

Financial

Item 8 Funds

The maximum amount of Funds payable for the Activity Period is:

\$167,500 exclusive of GST

The Organisation is required to ensure that the Funds are held in an Australian bank account. The Organisation's nominated bank account into which the Funds are to be paid and kept is:

Item 9 Payment

Subject to the terms of the Funding Agreement, and the issue of a tax invoice by the Organisation in accordance with the Funding Agreement, the Funds will be paid by the NSW Health Entity to the Organisation during the Activity Period in the instalments and by the due dates set out in the table below:

Date for Payment	Instalment Amount
Upon execution of this Funding Agreement	\$167,500 (excluding GST)

Item 10 Budget

The Organisation intends to use the Funds to carry out the Activity during the Activity Period. An example Budget is set out in the table below. Karitane may decide to purchase above the \$49,723 for equipment but renovation costs are capped at a maximum of \$10,000.

Item	Description	\$ Financial Year	\$ Total Cost
A. Income	Funds	167,500	
Sub-total			167,500
B. Expenditure – Direct Costs	Salaries and wages and associated costs (eg Annual Leave Expense, Fringe Benefits Tax, Superannuation)		107,777
Sub-total			107,777
C. Expenditure - Equipment	Miscellaneous		49,723
Sub-total			49,723
D. Expenditure – Renovations	Minimal renovation costs (maximum \$10K)		10,000
E. Total Cost			167,500

Item 11 Co-contributions

Not used.

Item 12 Unspent Funds and Residual Funds

The Organisation may:

- (a) transfer or reallocate Funds between expenditure items in any Budget during a Financial Year; and
- (b) carry-over to the immediately following Financial Year during the Activity Period (if applicable), Unspent Funds that were available for the Activity in the previous Financial Year,

provided that:

- (c) the Funds do not exceed 75% (up to a maximum of \$125,625) of the Funds available to the Organisation for that Activity in that Financial Year;
- (d) there is no material change to the Activity;
- (e) the change would not cause the Organisation to be in breach of its obligations under the Funding Agreement; and
- (f) the Organisation advises the NSW Health Entity, the reasons for the reallocation or transfer of the Funds or why the Funds were not spent and how the Funds will be utilised.

The Organisation is required to repay any Residual Funds remaining at the expiration or termination of the Funding Agreement within 20 Business Days of the Activity End Date or on earlier termination, unless it has prior written approval of the NSW Health Entity.

Item 13 Invoices

The NSW Health Entity will issue to the Organisation a Recipient Created Tax Invoice for any taxable supplies it makes in relation to the Activity.

General**Item 14 Assets**

The Organisation must not use the Funds to purchase any individual Asset with a value over \$10,000 (excluding GST) without the prior written approval of the NSW Health Entity.

The Organisation acknowledges that it is required to maintain an Assets Register of any Assets purchased with the assistance of the Funds.

Item 15 Intellectual Property

The Organisation acknowledges that the Funds are to support service delivery of the VRPS by 1 July 2021. All New Material will be owned by the NSW Health Entity. The NSW Health Entity grants the Organisation a royalty-free, non-transferable, non-exclusive licence to use the New Material in connection with its performance of its obligations under this Funding Agreement.

Item 16 Acknowledgement and Publicity

The Organisation is to acknowledge the funding support of the NSW Health Entity:

- (a) in all publications, promotional and advertising Material, public announcements, products and activities in relation to the Activity;
- (b) by inviting representatives of NSW Health to any formal public opening or any formal public functions as appropriate in relation to the Activity; and
- (c) the form of the acknowledgement is to be in the following form or such other form as reasonably advised by the NSW Health Entity from time to time.

Funds as % of total operating expenses for Activity	Acknowledgment
Less than 50% Co-funded	"Supported by NSW Health"
Greater than 50%	"Funded by NSW Health"

The NSW Government, NSW Health or the NSW Health Entity may publicise and report on the awarding of the Funds in media releases, general announcements about the Activity and annual reports.

The Organisation agrees to undertake or participate in any publicity related to the Activity as reasonably required by the NSW Health Entity from time to time.

Item 17 Insurance

The Organisation is required to have and maintain adequate insurance coverage appropriate to the Activity, including:

- (a) public liability insurance to the value of \$100 million in the aggregate; and
- (b) all insurance coverage required by Law.
- (c) professional indemnity insurance to the value of \$100 million in the aggregate to be maintained for the Activity Period and for a period of 7 years thereafter.

Item 18 Dispute Resolution Officer

The Dispute Resolution Officer is:

Position: Executive Director, Health and Social Policy Branch

Name: Tish Bruce

Address: NSW Ministry of Health, 1 Reserve Road, St Leonards NSW 2065

Item 19 Party Representatives

The Party Representatives will be responsible for liaison and the day-to-day management of the Funds, as well as accepting and issuing any written notices in relation to the Funds. The representatives may or may not be the signatories to the Funding Agreement.

The Parties agree to each appoint a Representative responsible for the management and administration of the Funds and for accepting and issuing any written notices in relation to the Funds. The parties may appoint administrative officers for day-to-day administration of the Funds.

- (a) NSW Health Entity Representative

Person occupying the position of:	Director, Maternity, Child and Family, Health and Social Policy Branch
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Currently being:	April Deering until 25.6.21 Deb Matha 28.6.21 thereafter
Address:	1 Reserve Road, St Leonards, NSW 2065
Telephone number:	██████████
Email:	██

(b) Organisation Representative

Person occupying the position of:	
Currently being:	
Address:	
Telephone number:	
Email:	

Item 20 Additional Conditions

Not used.

FUNDING AGREEMENT: GRANT
Standard Terms and Conditions – Part C

The Standard Terms and Conditions are attached.

FUNDING AGREEMENT: GRANT**Attachment 1 –**

Virtual Residential
Parenting Service equ

Attachment 2 –

MyVirtualCare
Training requirements

Attachment 3 –

MyVirtualCare
recommended system