



Trim SCHN20/10929

# Heads of Agreement

The Sydney Children's Hospitals Network (Randwick and Westmead) (Incorporating the Royal Alexandra Hospital for Children)

South Western Sydney Local Health District ("SWSLHD")

30 October 2020

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## **Heads of Agreement**

#### Date 16 February 2021

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)

South Western Sydney Local Health District ABN 46 738 965 845 of 52 Scrivener St., Warwick Farm NSW 2170 (SWSLHD)

#### Background

- A. SCHN includes The Children's Hospital at Westmead, Sydney Children's Hospital, Randwick, Newborn and paediatric Emergency Transport Service, Pregnancy and newborn Services Network and the Children's Court Clinic. SCHN provides a comprehensive range of services in paediatric and adolescent medicine and surgery to children throughout NSW.
- B. SWSLHD covers an area of 6,243km<sup>2</sup> across the Local Government Areas of the former Bankstown (now part of Canterbury-Bankstown), Fairfield, Liverpool, Campbelltown, Camden, Wollondilly and Wingecarribee. SWSLHD provides health care services and conducts research in this South Western Sydney region.
- 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 Health Services.
- D. The parties recognise that patient care delivered within the facilities governed by either of the parties is best served by the Health Practitioners duly appointed to each hospital or facility working collaboratively with each other.
- E. 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 clause 14.1(a)(ii) 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:

- 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) community health services;
- (g) health education services;
- (h) welfare services necessary to implement any services referred to in paragraphs (a) to (g);
- services provided by dietitians, masseurs, naturopaths, social workers, speech pathologists, audiologists or audiometrists;
- (j) pathology services; and
- (k) 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 solely constituted under section 9 of the *Health Administration Act 1982* (NSW).

Objective has the meaning given in clause 3.1.

**Primary Organisation** means the legal entity (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 a 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), and includes SCHN and SWSLHD.

**Public Hospital** means any hospital or associated facility controlled by a local health district, a statutory health corporation or a recognised establishment of an affiliated health organisation under the *Health Services Act 1997* (NSW).

**Senior Medical and Dental Practitioners** means 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) applies.

**Service Agreement** means, with respect to a party, 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 4.1.

Terms of Reference has the meaning given in clause 4.3.

**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 officers, employees and volunteers;
- (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;
- (a) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (b) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- 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;
- (d) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (e) 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;

- (f) 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;
- (g) "includes" in any form is not a word of limitation;
- (h) a reference to "\$" or "dollar" is to Australian currency; and
- (i) 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; 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 SWSLHD 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, or 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.
- (f) At least 30 days prior to the anniversary of the agreement, or as otherwise agreed, the parties shall undertake a review of the agreement. Notices and variations shall be in accordance with the terms described herein.

## 3. Objective and Guiding Principles

## 3.1 Objective

SCHN and SWSLHD will work in partnership to develop specialty paediatric services in SWSLHD that facilitate the safe, timely, efficient and equitable delivery of services in a way that is sustainable for both parties (**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;
- (h) (sustainability): each party must deliver the Health Services in a financially, socially and environmentally sustainable way; and
- (i) (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;
- 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 consisting of:
  - (i) 3 representatives of SCHN, nominated by the Chief Executive, and being persons employed by SCHN in the following positions:
    - A. Executive Director Clinical Operations;
    - B. Director Medical Administration and Clinical Governance; and
    - C. Director Strategy and Innovation; and
  - (ii) 3 representatives of SWSLHD, being nominated by the Chief Executive, and persons employed by SWSLHD in the following positions:
    - A. Director Strategy and Partnerships;
    - B. General Manager, Camden/Campbelltown Hospital; and

- C. Clinical Director, Paediatric and Neonatal Clinical Stream.
- (b) The Chief Executive 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:
  - for a period of 12 months after the date of this agreement, be a member nominated by the Chief Executive Officer of SWSLHD;
  - (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 122.

#### 4.2 Purpose of Steering Committee

The parties acknowledge that the purpose of the Steering Committee with regard to the agreement between SCHN and SWSLHD for the provision of Health Services in South Western Sydney 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 the parties comply with all applicable legislative requirements for the delivery of Health Services;
- (d) ensure that each party's activities align with its Service Agreement; and
- (e) monitor the parties' compliance with clause 3.2; and
- discuss any other relevant business that the members consider necessary or desirable to discuss.

#### 4.3 Terms of Reference

- (a) The:
  - (i) Chief Executives of each party may jointly agree; or
  - (ii) Steering Committee may agree with the parties' Chief Executives' approval,

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 Chief Executives, or the Steering Committee with the parties' Chief Executives' approval, may at any time modify, replace or delete any Terms of Reference.

#### 4.4 Meetings

- (a) The Steering Committee must meet at least once per quarter to facilitate discussion between the parties in respect of the items identified in clause 4.2 and, if applicable, any Terms of Reference.
- (b) Subject to clause 4.1(b), the quorum for a Steering Committee meeting is 100% of the membership for each party.
- (c) Following each meeting, the Steering Committee must report to the Chief Executives of each party with the outcomes of the meeting.
- (d) The members of the Steering Committee must comply with the Guiding Principles.
- (e) The first meeting of the Steering Committee shall be no later than 4 weeks following the execution of this Agreement.

### 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.

#### 5.2 Responsibilities of SWSLHD

SWSLHD 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 SWSLHD.

### 6. Confidentiality

#### 6.1 Confidentiality

Subject to clauses 6.2 and 6.3, the parties must not disclose, copy, reproduce, use or otherwise deal with any Confidential Information without the prior written consent of the other party.

#### 6.2 Exceptions

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

- 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 or a Public Health Organisation;
- 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.

### 6.3 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 6.3(a), the parties must work together for the purposes of preparing appropriate publicity or advertising material relating to the interactions of the parties.

## 7. Incidents and complaints management

- (a) For the purposes of this clause 7, the terms "Incident" and "Incident Management" have the meanings given to them in NSW Health's Incident Management Policy PD2020\_020, available at <a href="https://www1.health.nsw.gov.au/pds/Pages/doc.aspx?dn=PD2020\_020">https://www1.health.nsw.gov.au/pds/Pages/doc.aspx?dn=PD2020\_020</a>.
- (b) If an Incident occurs, the Primary Organisation must initiate and lead NSW Health's Incident Management process and work in collaboration with the Non-Primary Organisation with regard to the Incident and any subsequent investigations and outcomes.
- (c) The parties agree that all future agreements between them must include a provision governing Incident management.

### 8. Policies

- (a) Subject to clause 8(b) and clause 8(c), the Non-Primary Organisation must comply with, and ensure all Health Practitioners comply with all reasonable policies, procedures and rules of the Primary Organisation applying from time to time (as notified by the Primary Organisation) in respect of the matters covered by this agreement (including in relation to workplace health and safety).
- (b) If the Non-Primary Organisation considers that:
  - there is an omission, ambiguity, discrepancy, inadequacy or inconsistency in, or between, the policies, procedures or rules notified under clause 8(a);
  - (ii) there is an inconsistency between the policies, procedures or rules notified under clause 8(a) and this agreement; or
  - (iii) in complying with, and in ensuring all Health Practitioners comply with, the policies, procedures or rules notified under clause 8(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 the Non-Primary Organisation gives a notice under clause 8(b), the Steering Committee must direct the Non-Primary Organisation as to the policies, procedures or rules or the interpretation of the policies, procedures or rules (as the case may be) which the Non-Primary Organisation must follow for so long as it remains the Non-Primary Organisation.
- (d) Any direction of the Steering Committee under clause 8(c) will not relieve any party from or alter its liabilities or obligations under this agreement or otherwise according to law.

### 9. Other Agreements between the parties

The parties acknowledge and agree that it is their common intention that:

- (a) 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 at certain precincts (Service Level Agreements); and
- (b) 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
- (c) the terms of the Service Level Agreements will be on a basis generally consistent with the principles set out in Schedule 1.

### 10. 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, provided however that the failure to give such notice will not terminate or affect any rights of either party provided under this clause 100.
- (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 that any damages, liability, loss or costs arisen from or are 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 10(d), then the issue of indemnification and proportionate responsibility shall be determined in accordance with clause 12.
- (f) Each indemnity under this clause 10 is a continuing and independent obligation of the party giving it, and survives termination or expiry of this agreement.

## 11. Insurance

- (a) Each party warrants that it is covered by the managed fund arrangements 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 must procure and maintain during the term of this agreement the following insurance policies:
  - (i) workers compensation insurance as required by law (other than for nonemployed Senior Medical and Dental Practitioners ); and
  - (ii) public liability insurance coverage of \$20,000,000 in respect of any one occurrence and in the aggregate for any one period of cover.
- (c) Each party must ensure that all Senior Medical and Dental Practitioners either effect and maintain their own professional indemnity insurance during the term of this agreement or are otherwise insured in respect of professional indemnity claims.
- (d) The parties acknowledge that liability insurance coverage that is to be provided by the Treasury Managed Fund for:
  - Staff Specialists Private Practice Levels 2 5 requires that such medical practitioners have a current signed employment contract and a signed contract of liability coverage for private paediatric patients with the Primary Organisation; and
  - (ii) visiting medical officers and honorary medical officers, including oral and maxillofacial surgeons, requires that the Health Practitioner has a current signed service contract as well as a signed contract of liability coverage for public patients and private paediatric inpatients (where applicable) with the Primary Organisation.
- (e) 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.

## 12. 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 12(a), either party may refer the dispute to the Chief Executives of the parties for discussion and resolution.
- (c) If the Chief Executives have not resolved the dispute within [20] Business Days after the dispute was referred to them for resolution, either party may refer the dispute to the Chair of the Board of each of the parties for discussion and resolution.

(d) If the Chair of the Board of each the parties have not resolved the dispute within [20] Business Days after the dispute was referred to them for resolution, the dispute is then referred to the Secretary, NSW Ministry of Health for determination. The determination by the Secretary, NSW Ministry of Health is final and binding on the parties to the Dispute without appeal so far as the law allows.

## 13. Term and termination

#### 13.1 Term

This agreement commences on the date that the last party signs this agreement and will remain effective until the earlier of the:

- (a) termination of this agreement by agreement of the parties;
- (b) termination of this agreement pursuant to clause 13.2; and
- (c) parties ceasing to provide Health Services in the South Western Sydney.

#### 13.2 Termination

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

- the Secretary of NSW Health 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
- (b) 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.

## 14. Notices

#### 14.1 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
  - using the address or other details for the party's Authorised Representative set out below (or as otherwise notified by that party to each other party from time to time under this clause 14):

#### SCHN

Authorised Representative: Address: Phone:	Cathryn Cox, Chief Executive The Sydney Children's Hospitals Network Locked Bag 4001 Westmead NSW 2145 (02) 9845 3327 or (02) 9382 5670		
SWSLHD			
Authorised Representative:	Amanda Larkin, Chief Executive South Western Sydney Local Health District Locked Bag 7279 Liverpool BC 1871		
Address:			

- (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.

#### 14.2 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 14 by providing a notice to the other party in accordance with this clause 14.

#### 14.3 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;
- (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:
  - 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:
  - 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.

#### 14.4 Notices sent by more than one method of communication

If a communication delivered or sent under this clause 14 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 14.3.

#### 15. General

#### 15.1 Amendments

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

### 15.2 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 with the other party's Authorised Representative or their duly appointed nominee.

## Schedule 1 - Service Level Agreement Principles

[Note: Parties to further consider the principles which should be included in the SLAs.]

## 1. Fees and invoices

## 1.1 Shared services

- (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.

Signed as an agreement.

Signed for and on behalf of The Sydney Children's Hospitals Network (Randwick and Westmead) (Incorporating the Royal Alexandra Hospital for Children) by Cathryn Cox, Chief Executive, as authorised signatory for the Public Health Organisation, in the presence of:

Signature of witness

Full name of witness

Signed for and on behalf of South Western Sydney Local Health District by Amanda Larkin, Chief Executive, as authorised signatory for the Public Health Organisation, in the presence of:

Signature of withess

Mariana Benjamin Full name of witness

Signature of authorised signatory

CATHRYN COX RSM Full name of authorised signatory

Signature/of authorised signatory

LARKIN AMANOA LE

Full name of authorised signatory

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