

Our reference: **ACTHDFOI22-23.13**

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED]

DECISION ON YOUR ACCESS APPLICATION

I refer to your application under section 30 of the *Freedom of Information Act 2016* (FOI Act), received by ACT Health Directorate (ACTHD) on **Tuesday 18 October 2022**.

The application requested access to:

'I am seeking copies of funding agreements/service agreements which relate to funding provided for the activities of the Sex Worker Outreach Program between 01/07/2018 – 30/06/2022.'

I am seeking information which reveals the amount of money provided by the ACT Health Directorate to Meridian for the purpose of supporting the activities of the Sex Worker Outreach Program. I request this information be broken down by financial year. The timeframe for this part of the request is also 01/07/2018 – 30/06/2022.'

I am an Information Officer appointed by the Director-General of ACT Health Directorate (ACTHD) under section 18 of the FOI Act to deal with access applications made under Part 5 of the Act. ACTHD was required to provide a decision on your access application by **Tuesday 6 December 2022**.

I have identified three documents holding the information within scope of your access application. These are outlined in the schedule of documents included at [Attachment A](#) to this decision letter.

Decisions

I have decided to grant partial access to three documents.

My access decisions are detailed further in the following statement of reasons and the documents released to you are provided as [Attachment B](#) to this letter.

In reaching my access decision, I have taken the following into account:

- The FOI Act;
- The contents of the documents that fall within the scope of your request;
- The views of relevant third parties; and
- The *Human Rights Act 2004*.

Partial Access

The three documents are partially comprised of information that I consider, on balance, to be contrary to the public interest to disclose under the test set out in section 17 of the Act regarding personal information.

Public Interest Factors Favouring Disclosure

The following factors were considered relevant in favour of the disclosure of the documents:

- Schedule 2, 2.1(a)(i) promote open discussion of public affairs and enhance the government's accountability; and
- Schedule 2, 2.1(a)(ii) contribute to positive and informed debate on important issues or matters of public interest.

Public Interest Factors Favouring Non-Disclosure

The following factors were considered relevant in favour of the non-disclosure of the documents:

- Schedule 2, Schedule 2.2 (a)(ii) prejudice the protection of an individual's right to privacy or any other right under the Human Rights Act 2004.

On balance, the factors favouring disclosure are outweighed by the factor favouring non-disclosure as the information would not provide any government information pertinent to your request. The personal information of both ACT Government and non-ACT Government employees' and has not been disclosed as this could reasonably be expected to prejudice the protection of the individual's right to privacy. Therefore, I have determined the information identified is contrary to the public interest and would not advantage the public in disclosing this information.

Charges

Processing charges are not applicable to this request.

Disclosure Log

Under section 28 of the FOI Act, ACTHD maintains an online record of access applications called a disclosure log. The scope of your access application, my decision and documents released to you will be published in the disclosure log not less than three days but not more than 10 days after the date of this decision. Your personal contact details will not be published.

<https://www.health.act.gov.au/about-our-health-system/freedom-information/disclosure-log>.

Ombudsman review

My decision on your access request is a reviewable decision as identified in Schedule 3 of the FOI Act. You have the right to seek Ombudsman review of this outcome under section 73 of the Act within 20 working days from the day that my decision is published in ACT Health's disclosure log, or a longer period allowed by the Ombudsman.

If you wish to request a review of my decision you may write to the Ombudsman at:

The ACT Ombudsman

GPO Box 442

CANBERRA ACT 2601

Via email: ACTFOI@ombudsman.gov.au

Website: ombudsman.act.gov.au

ACT Civil and Administrative Tribunal (ACAT) review

Under section 84 of the Act, if a decision is made under section 82(1) on an Ombudsman review, you may apply to the ACAT for review of the Ombudsman decision. Further information may be obtained from the ACAT at:

ACT Civil and Administrative Tribunal
Level 4, 1 Moore St
GPO Box 370
Canberra City ACT 2601
Telephone: (02) 6207 1740
<http://www.acat.act.gov.au/>

Further assistance

Should you have any queries in relation to your request, please do not hesitate to contact the FOI Coordinator on (02) 5124 9831 or email HealthFOI@act.gov.au.

Yours sincerely



Simon Waters
A/g Executive Branch Manager
Health Protection Services

01 December 2022

FREEDOM OF INFORMATION SCHEDULE OF DOCUMENTS

Please be aware that under the *Freedom of Information Act 2016*, some of the information provided to you will be released to the public through the ACT Government's Open Access Scheme. The Open Access release status column of the table below indicates what documents are intended for release online through open access.

Personal information or business affairs information will not be made available under this policy. If you think the content of your request would contain such information, please inform the contact officer immediately.

Information about what is published on open access is available online at: <http://www.health.act.gov.au/public-information/consumers/freedom-information>

APPLICANT NAME	WHAT ARE THE PARAMETERS OF THE REQUEST	FILE NUMBER
<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> (Constituent)	<p><i>'I am seeking copies of funding agreements/service agreements which relate to funding provided for the activities of the Sex Worker Outreach Program between 01/07/2018 – 30/06/2022.</i></p> <p><i>I am seeking information which reveals the amount of money provided by the ACT Health Directorate to Meridian for the purpose of supporting the activities of the Sex Worker Outreach Program. I request this information be broken down by financial year. The timeframe for this part of the request is also 01/07/2018 – 30/06/2022.'</i></p>	ACTHDFOI22-23.13

Ref Number	Page Number	Description	Date	Status Decision	Factor	Open Access release status
1.	1 – 44	Signed Service Funding Agreement with AIDS Action Council of the ACT Inc	16 August 2016	Partial Release	Schedule 2, 2.2 (a)(ii) Privacy	YES
2.	45 – 65	Signed Deed of Variation with AIDS Action Council of the ACT INC	31 May 2019	Partial Release	Schedule 2, 2.2 (a)(ii) Privacy	YES
3.	66 – 86	Signed Letter of Variation with Meridian	30 June 2022	Partial Release	Schedule 2, 2.2 (a)(ii) Privacy	YES
Total Number of Documents						
3						



SERVICE FUNDING AGREEMENT

Date

16 AUGUST 2016

Parties

AUSTRALIAN CAPITAL TERRITORY

AND

**AIDS Action Council of the ACT
Inc**

ABN:97 812 719 846

CONTRACT NO: 2015.27504.650

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the ACT HEALTH

AIDS Action Council of the ACT Inc, ABN: 97 812 719 846, Havelock House, 85 Northbourne Avenue, Turner ACT 2612 (**Organisation**).

BACKGROUND

- A. This Agreement is made within the framework of the applicable community sector funding policy and recognises that the delivery of services to the community is best achieved through effective relationships between government agencies and organisations in the community sector that are delivering the Services.
- B. The Territory and the Organisation have agreed to the funding and provision of the Services on the terms and conditions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement, unless the context otherwise requires.

Agreement Material	material created or in any way brought into existence wholly or partly with Territory funds for the purpose of performing the Services, and any copy or representation thereof and does not include Territory Material.
Agreement Period	has the meaning given in clause 2 .
Assets	all items of equipment, furniture, vehicles, buildings, real property and leasehold improvements, which: <ol style="list-style-type: none"> (1) are specified in Item 3 Schedule 5; and/or (2) have a value of \$5,000.00 or more and are purchased, leased or hired, wholly or partly with the Funding Amount.
Background Checking Act and	the <i>Working with Vulnerable People (Background Checking) Act 2011</i> (ACT) and the terms "contact",

related terms	“vulnerable person” and “regulated activity” have the same meanings as in the Background Checking Act.
Compelling Reason	a reason of necessity or urgency (including but not limited to substantial non-delivery of the Services or a situation concerning the safety or health of, or harm to, any person including any Service User) that necessitates action to be taken without undertaking or while undertaking a resolution of Issue process under clause 11 .
Confidential Text	any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in Item 6 Schedule 1 .
Engaged Person	any individual who will or can reasonably be expected to have contact with a vulnerable person, whether as an employee of the Organisation, a volunteer, agent or any other person engaged by the Organisation to be involved in any way with a vulnerable person for the purpose of providing Services under this Agreement.
Funding Amount	The sums to be paid by the Territory as specified in Schedule 4 for the provision of the Services.
GST	has the same meaning as it has in the GST Act.
GST Act	the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Issue	a difference, question or dispute that arises between the parties in relation to this Agreement or the Services.
Material	all documents, posters, literature, brochures, booklets, publications, audio or video recordings, Internet or other electronic representation and any other educational, publicity or other item or representation in any form.
Outcomes	the outcomes specified in Item 2 Schedule 2 .
Outputs	the outputs specified in Item 3 Schedule 2 .
Personal Information	is personal information as defined in section 8 of the <i>Information Privacy Act 2014</i> (ACT), namely: information about an identified individual or an individual who is reasonably identifiable:

- (1) whether the information is true or not; and
- (2) whether the information or opinion is recorded in a material form or not

but does not include personal health information (as defined in the *Health Records (Privacy and Access) Act 1997* (ACT) about the individual.

Procurement Act	the <i>Government Procurement Act 2001</i> (ACT).
Service or Services	the services specified in Item 1 Schedule 2 .
Service User	the user or recipient of the Services.
Special Conditions	means the special conditions detailed in Schedule 5 (if any).
Territory	when used: <ol style="list-style-type: none"> (1) in a geographical sense, the Australian Capital Territory; and (2) in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
Territory Information	the kind of information that: <ol style="list-style-type: none"> (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential; (2) is notified (whether in writing or not) by the Territory to the Organisation as being confidential; or (3) is specified in Item 5 Schedule 1, <p>but does not include information that:</p> <ol style="list-style-type: none"> (4) is or becomes public knowledge other than by breach of this Agreement; (5) has been independently developed or acquired by the Organisation; or (6) has been notified by the Territory to the Organisation as not being confidential.

Territory Material	any material provided by the Territory to the Organisation for the purposes of this Agreement including documents, equipment, information and data stored by any means.
Organisation Material	all material owned by the Organisation and used for the purpose of providing the Services, including documents, information and data stored by any means.
Quality Standards	the quality standards specified in Item 4 Schedule 2 .
TPPs	the Territory Privacy Principles provided for in section 13 and set out in Schedule 1 of the <i>Information Privacy Act 2014 (ACT)</i> .
TPP Code	a code of practice about information privacy which having regard to sub-sections 21(1) and (3) of the <i>Information Privacy Act 2014 (ACT)</i> binds an agency that engages the Organisation in the provision of the Services.

1.2 Further Definitions

Unless otherwise required by the context, the further definitions contained in **Item 10 Schedule 1** apply to this Agreement.

1.3 General

In this Agreement, unless the context otherwise requires:

- (1) references to “Organisation” includes any employees, agents or subcontractors of the Organisation;
- (2) an obligation imposed on more than one person binds them jointly and severally;
- (3) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (4) words in the singular include the plural and vice versa; another grammatical form of a defined word or expression has a corresponding meaning; headings are for convenience only and do not affect the construction or interpretation of this Agreement;
- (5) the word “include” and any derivation is not to be construed as a word of limitation;
- (6) any specified provision of this Agreement will be construed as a reference

to that provision as amended, varied or substituted in writing from time to time; and

- (7) business day includes any day other than a Saturday, Sunday or public holiday in the Territory.

1.4 Special Conditions

To the extent of any inconsistency between a Special Condition and a clause in this Agreement, the Special Condition will prevail.

2. Agreement Period

This Agreement is for the period specified in **Item 3 Schedule 1** unless varied or earlier terminated in accordance with this Agreement.

3. The Services

- (1) The Organisation must provide the Services for the Agreement Period and in providing the Services must provide:
- (a) the Services in accordance with the requirements set out in this Agreement; and
 - (b) the reports specified in **Schedule 3**.
- (2) In the purchase and provision of the Services, the parties will ensure that the Services are delivered in a manner which recognises the diversity of needs of people in the Territory and in a manner which promotes fairness and opportunity for Service Users of diverse backgrounds and abilities so that they can participate fully in the economic, social and cultural life of the Territory.

4. Funding Amount and GST

4.1 Funding Amount

Subject to this **clause 4** and the Organisation providing the Services, the Territory will pay the Funding Amount in advance to the Organisation at the times and in the manner set out in **Schedule 4**.

4.2 GST- ABN and GST Registration

The Territory will:

- (1) if the Organisation:
- (a) is registered in the Australian Business Register under the *A New Tax System (Australian Business Number) Act 1999* (Cth) (**ABN registration**), and

- (b) is registered under the GST Act (**GST registration**); and
- (2) if the Funding Amount specified in **Item 1 Schedule 4** does not include GST,

pay to the Organisation an amount equal to the GST under the GST Act lawfully payable by the Organisation in respect of the provision of the Services to the extent that this constitutes a taxable supply for purposes of the GST Act.

4.3 Recipient created Tax Invoices

Each party acknowledges that it has GST registration on the date this Agreement is entered into, and unless otherwise agreed, the parties agree that:

- (1) the Territory may issue recipient created tax invoices (where “recipient created tax invoice” has a meaning the same as it has in the GST Act) in respect of the supply of the Services; and
- (2) the Organisation will not, if the Territory issues recipient created tax invoices, issue tax invoices in respect of the supply of the Services for the purposes of the GST Act.

4.4 GST – ABN Registration but no GST Registration

Where the Organisation has ABN registration but does not have GST registration, the Funding Amount will not include any amount on account of GST and the Territory is not liable to pay any further amount in relation to GST to the Organisation.

4.5 GST – No ABN Registration and no GST Registration

Where the Organisation has no ABN registration and no GST registration:

- (1) the Funding Amount will not include any amount on account of GST;
- (2) the Territory will deduct from the Funding Amount such amounts as it is required by law to deduct; and
- (3) the Territory is not liable to pay any amount on account of GST to the Organisation.

4.6 Warranties and Notifications

- (1) The Organisation warrants that:
 - (a) it has ABN registration; and
 - (b) it has GST registration.

- (2) The Organisation will, if requested by the Territory, produce satisfactory evidence of its ABN registration and GST registration within 14 days of the request.

4.7 Change in ABN or GST Registration

Each party must notify the other if:

- (1) its registration in respect of either or both the ABN or the GST, pursuant to the GST Act ceases, or if, not having been so registered on the date of this Agreement, becomes registered; or
- (2) it ceases to satisfy any of the requirements of rulings, or determinations under section 29-70 of the GST Act, issued by the Australian Taxation Office, or the Commissioner for Taxation, in respect of recipient created tax invoices.

5. Organisation's Obligations

5.1 Reporting incidents

The Organisation will promptly notify and fully disclose to the Territory's Relationship Manager (as detailed in **Schedule 1**) in writing any litigation, arbitration, conciliation or proceeding that is taking place or pending against the Organisation that could have a material adverse effect on:

- (1) the Organisation's ability to finance and/or perform any of its obligations under this Agreement; and
- (2) the reputation of the Territory in the community.

5.2 Access to Premises

- (1) The Organisation will at the request of the Territory and within such time as is agreed by the parties or, if no agreement has been reached after two weeks of any request, within such period of time specified in a written notice (which provides reasons for access) from the Territory allow the Territory, its employees and agents to enter onto the Premises of the Organisation:
 - (a) to inspect and copy all records and documentation, of a financial nature or otherwise, relating to the Services but not including any Service User records; and/or
 - (b) to inspect the operation and progress of provision of the Services as appropriate having regard to the privacy of the Service Users.
- (2) Having regard to the interest or protection of any Service User and to the circumstances of any request, the Organisation may require the Territory

not to permit a Territory employee of a nominated gender to enter the Premises.

5.3 Insurances

From the commencement of the Agreement Period the Organisation will effect and maintain all insurance required to be effected by it by law and the following:

- (1) the insurance policies specified in **Item 4 Schedule 1** (unless otherwise approved by the Territory in writing);
- (2) appropriate and adequate insurance over Assets, (including, where relevant, comprehensive motor vehicle insurance); and
- (3) adequate insurance to cover the Organisation's volunteers,

and will if requested by the Territory, on execution of this Agreement, on the renewal of any policy and on other occasions within a reasonable time of the Territory's request, produce satisfactory evidence of currency or renewal of insurance policies to the Territory.

5.4 Indemnity

Except to the extent that the Territory caused the relevant loss, damage or injury, the Organisation will be responsible for and will indemnify the Territory, its employees and agents against liability in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Organisation, its employees or agents in connection with the provision of the Services.

5.5 Make good

The amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 5.4** will be made good at the Organisation's expense.

5.6 Organisation Staff

The Organisation will ensure employees and volunteers (**Staff**) delivering the Services are:

- (1) appropriately qualified and skilled; and
- (2) provided with appropriate working conditions, having regard to but not limited to:
 - (a) employing employees under applicable Commonwealth or Territory laws and enterprise agreements; and
 - (b) providing adequate support, training and debriefing and effectively directing Staff to enable them to effectively perform their duties.

5.7 Background Checking

- (1) If the Background Checking Act applies to any regulated activity to be performed under this Agreement, the Organisation will ensure that each Engaged Person complies with the background checking, registration and any other requirements of the Background Checking Act relevant to the applicant and his/her intended duties.
- (2) The Organisation will not engage a person in a regulated activity if the person is required to be registered under the Background Checking Act for that activity but does not have registration.
- (3) If an Engaged Person has registration under the Background Checking Act suspended or cancelled the Organisation must cease engagement of that Engaged Person.
- (4) For the purpose of satisfying **clause 5.8(1)**, it will be sufficient for the Organisation to rely upon the results of an enquiry of any Territory agency or statutory body authorised to provide registration and any other information sought under the Background Checking Act.

5.8 Fit and Proper Person

- (1) Before an individual becomes an Engaged Person, the Organisation will institute procedures to ensure that each Engaged Person is a fit and proper person, where “fit and proper” means a person who:
 - (a) is capable of providing an adequate standard of care in relation to the Services; and
 - (b) is of good character and is suitable to be entrusted with vulnerable persons.
- (2) Without limiting **clause 5.8(1)(a)**, the Organisation will as part of its employment practices, take reasonable steps to ensure that the Engaged Person has the capabilities to perform the Services for which they are engaged by considering personal references as to whether the applicant is suitable to be entrusted with the care of vulnerable persons.
- (3) Without limiting **clause 5.8(1)(b)**, the Organisation will:
 - (a) take into consideration, in respect of any such individual, if there has been any of the following recorded against him/her:
 - i. convictions involving vulnerable persons (however defined) in Australia or overseas of any offence (including but not limited to child abuse, assault and neglect); or
 - ii. any action taken in Australia or overseas in respect of the protection of vulnerable persons who were under the care,

guardianship or custody of the individual.

- (4) It will not be sufficient for the Organisation to rely on a registration under the Background Checking Act for the purpose of forming a reasonable opinion that the applicant is a fit and proper person.

5.9 Critical Incidents involving Engaged Persons

If the Organisation receives, or is made aware of, or a Service User reports, credible evidence of any incident or misconduct by an Engaged Person in his/her dealings with a Service User (**Affected Service User**) in the performance of the Services, or any other vulnerable person (**Critical Incident**), the Organisation will:

- (1) promptly make all reasonable enquiries of the Engaged Person, the Service User and any other person about the Critical Incident;
- (2) promptly take all reasonable measures to safeguard the Affected Service User, and any other Service User, as the circumstances reasonably require; and
- (3) notify the Territory's Relationship Manager within 48 hours about the Critical Incident, and take:
 - (a) any further measures in the interests of the Service User/s, and
 - (b) such measures in relation to the Engaged Person,

as required by the Territory, or as recommended by any other person with relevant authority, including under the Background Checking Act.

5.10 Notification to the Territory

- (1) The Organisation will as soon as practicable notify the Territory in writing of any of the following:
 - (a) any change in the Organisation's address and its contact details;
 - (b) any material change or proposed material change to the Organisation's constitution and rules or memorandum and articles of association; and
 - (c) any change in the chair of the board, public officer, chief executive or any equivalent positions or executive management of the Organisation.
- (2) The Organisation must immediately notify the Territory in writing of any of the following:
 - (a) any action or proposed action relating to:

- (i) the winding up or liquidation of the Organisation,
 - (ii) the appointment of a receiver or manager, or
 - (iii) any company arrangement between the Organisation and its creditors; and
- (b) any other event or circumstance which might have a material effect on the provision of the Services in accordance with this Agreement.

5.11 Accuracy of Information

The Organisation warrants that all information provided from time to time by the Organisation to the Territory in relation to this Agreement is true and complete in all material respects on and from the date of the information being provided. The Organisation will notify the Territory in writing of any material change to such information as soon as is practicable.

6 Territory's Obligations

6.1 Primary obligations of Territory

The Territory will:

- (1) pay the Funding Amount, or instalments of it, to the Organisation in accordance with this Agreement;
- (2) promote linkages among its agencies and programs relevant to the Services; and
- (3) act promptly and in good faith in the resolution of any questions, issues or disputes that may arise during the course of this Agreement.

6.2 Review of Services

If the costs for the Organisation of delivery of the Services increases substantially due to necessary cost increases outside the control of the Organisation, the Organisation may request in writing a joint review of the Services provided under this Agreement. The Territory will give due consideration to and respond to this request. The parties may, as a result of any joint review, agree in writing to vary any of the Outputs, Performance Indicators or Performance Requirements.

6.3 Feedback

The Territory will, as soon as practicable after (and no later than 30 days after) receipt of a report pursuant to **Schedule 3**, provide to the Organisation a reasonable level of feedback concerning the sufficiency of the report.

6.4 Territory's requests for information

The Territory may request the Organisation to provide it with information relevant to the Services that is reasonable having regard to the circumstances and any request will:

- (1) be in writing;
- (2) specify the information required, which may include but is not limited to:
 - (a) information about guidelines or rules provided for Service Users and/or about the Organisation;
 - (b) information required by a Minister or Auditor General;
 - (c) fees, if any, charged by the Organisation to Service Users; and
 - (d) all financial records and documents relating to the Services.
- (3) specify a reasonable time frame in which the Organisation must provide the information.

6.5 Organisation's Confidential Information

If the Organisation identifies information as confidential, the Territory must:

- (1) take all reasonable measures to ensure that the information is protected against loss, unauthorised access, use, modification, disclosure or other misuse; and
- (2) ensure that the information is not disclosed to any person in any way except for the purposes of this Agreement, without the prior written consent of the Organisation, except to the extent that the information is:
 - (1) required or authorised to be disclosed by law;
 - (2) disclosed to the Territory's solicitors, auditors, insurers or advisers;
 - (3) generally available to the public; or
 - (4) in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Organisation.

6.6 Communication with Organisation

The Territory agrees where possible to commence communications with the Organisation in good faith, at least four months prior to the expiration of this Agreement, concerning the Territory's intentions in relation to the continuation or otherwise of funding of the Services and the parties acknowledge that no representations or obligations will arise from those communications to enable frank and open communication.

7 Confidential Text under Procurement Act

7.1 Territory will make Agreement publicly available

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. This Agreement is a notifiable contract under the Procurement Act and the Territory is required to make the text of this Agreement available to the public, including by publication on a public contracts register.

7.2 Confidential Text

Item 6 Schedule 1 specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 7 Schedule 1** and **clause 7.3** applies.

7.3 Territory must not disclose Confidential Text

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Organisation (which consent must not be unreasonably withheld) except to the extent that Confidential Text:

- (1) is required or authorised to be disclosed under law;
- (2) is reasonably necessary for the enforcement of the criminal law;
- (3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (4) is generally available to the public;
- (5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Organisation;
- (6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (7) is disclosed to the ombudsman or for a purpose in relation to the protection of the public revenue.

8 Treatment of Personal Information

The Organisation must:

- (1) use Personal Information only for the purposes of fulfilling its obligations under this Agreement, including the continuity of Services for the Service User, and as legally required;

- (2) take all reasonable measures to ensure that Personal Information is protected against loss and unauthorised access, use, modification, disclosure or other misuse and that only authorised personnel have access to the information;
- (3) comply with the TPPs and a TPP Code and must not (and procure that any subcontractor engaged by the Organisation under this Agreement does not) act or engage in a practice that breaches a TPP or a TPP Code;
- (4) ensure that any person whom the Organisation enables to have access to any Personal Information, is made aware of, and undertakes in writing, to observe the Organisation's obligations under this **clause 8** and is informed that failure to comply with the undertaking may be a criminal offence and may also lead the Organisation to take disciplinary action against the person if he or she is the Organisation's employee;
- (5) immediately notify the Territory of any complaint alleging an interference with the privacy of a Service User or any other person who is affected by the provision of the Services and similarly notify the Territory where the Organisation becomes aware of a breach of **clause 8(2)** or **8(3)**; and
- (6) in respect of any Personal Information held in connection with this Agreement, co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with the exercise of the functions of the Information Privacy Commissioner including the issuing of any guidelines concerning the handling of Personal Information or a complaint alleging a breach of any of the TPPs.

9 Organisation to protect Territory Information

9.1 Non disclosure of Territory Information

Except as provided in this Agreement, the Organisation must not disclose Territory Information to any person, nor deal with the Territory Information in any way except for the purpose of this Agreement, without the prior written consent of the Territory except to the extent that the Territory Information is:

- (1) required or authorised to be disclosed by law;
- (2) disclosed to the Organisation's solicitors, auditors, insurers or advisers;
- (3) generally available to the public; or
- (4) in the possession of the Organisation without restriction in relation to disclosure before the date of receipt from the Territory.

9.2 Protection of Territory information

- (1) The Organisation must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is

protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.

- (2) The Organisation must do all things necessary to ensure that Territory Information accessible to the Organisation and the Organisation's personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way, including imposing upon the Organisation's personnel obligations of confidentiality with respect to Territory Information.

9.3 Acknowledgement of effect of Crimes Act

The Organisation acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Organisation is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900 (ACT)*.

10 Ownership and use of material

10.1 Ownership of material

Ownership of:

- (1) all Agreement Material, including any intellectual property rights, vests on its creation in the Territory;
- (2) all Territory Material, including any intellectual property rights, remains with the Territory; and
- (3) all Organisation Material, including any intellectual property rights, remains with the Organisation.

10.2 Licence of material

- (1) The Territory grants to the Organisation a royalty-free, limited licence to use the Agreement Material and Territory Material for the Agreement Period for the purposes of performing the Services.
- (2) The Territory, in its absolute discretion, may grant to the Organisation a royalty-free, limited licence to use the Agreement Material after the Agreement Period, following consideration of:
 - (a) the purposes for which the Organisation requests the licence to use the Agreement Material;
 - (b) which Agreement Material the Organisation requests to use; and

- (c) the length of time the Organisation requests to use the Agreement Material.
- (3) The Organisation grants to the Territory a royalty-free, perpetual, limited licence to use the Organisation Material.
- (4) For the purpose of this clause, “use” includes:
 - (a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Agreement Material; and
 - (b) such uses as are reasonably necessary for the Organisation to undertake the Services or as otherwise agreed by the Territory,
 and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

10.3 Third party rights

The Organisation must ensure:

- (1) the use of any Agreement Material or Organisation Material will not infringe the intellectual property rights of any third party; and
- (2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory’s (or its agents’) use of any Agreement Material or Organisation Material.

10.4 Moral rights

The Organisation must, in relation to the authors of any work that comprises or forms part of the Agreement Material:

- (1) use its best endeavours to include in the Agreement Material an attribution of those authors; and
- (2) procure from those authors their genuine written consent for the Territory to:
 - (a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent;
 - (b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public); and/or
 - (c) materially alter the work in any way.

10.5 Safekeeping and preservation of material

The Organisation must ensure the safe-keeping and proper preservation of Agreement Material and Territory Material in its possession or control and deliver to the Territory all Agreement Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Organisation to retain).

11 Resolution of Issues

11.1 Notice of issue

- (1) Either party may give written notice (**Notice**) to the other that an Issue exists, giving details of the Issue in the Notice.
- (2) The parties will, in good faith, endeavour to promptly resolve the Issue. If the Issue is not resolved within 10 business days of the Notice being served, or such other period agreed in writing, each party will refer the Issue to a senior executive officer of the party who will endeavour to negotiate to resolve the Issue in a timely manner.

11.2 Mediation or Conciliation of Issue

- (1) If the Issue is not resolved within 20 business days of the Notice being served, or such other period agreed in writing, the parties will undertake a mediation or conciliation process before either resorts to litigation (except where urgent interlocutory relief is sought). The appropriate process and a suitable and independent mediator or conciliator will be:
 - (a) as agreed by the parties in writing; or
 - (b) failing agreement, determined by the chairperson of LEADR & IAMA, ACT Chapter.
- (2) The parties will use their best endeavours to resolve any Issue within 40 business days of the Notice.

11.3 No suspension of Services

Unless agreed by the parties in writing no unresolved Issue will entitle the Organisation to suspend the provision of Services.

12 Suspension and Termination

12.1 Suspension

The Territory may, upon written notice to the Organisation, suspend payment of any part of the Funding Amount if the Organisation fails in a timely manner to provide to the reasonable satisfaction of the Territory reports or information required under this Agreement.

12.2 Termination due to breach

If an Issue notified pursuant to **clause 11**, which involves a breach of this Agreement, is not resolved or remedied within a timeframe specified in the notice, the Territory may immediately by further written notice terminate this Agreement in whole or part.

12.3 Termination by notice

The Territory may, in its absolute discretion, immediately by written notice suspend or terminate the parties' respective obligations under this Agreement in whole or in part if:

- (1) there is a Compelling Reason;
- (2) the Organisation becomes insolvent, is wound up, or becomes subject to any form of insolvency administration;
- (3) the Organisation has, or is in the process of having, its registration or incorporation cancelled;
- (4) the Organisation, its employees or contractors, in the course of providing the Services, has participated in egregious behaviour that is inconsistent with Territory policy and the social compact, and is likely to bring the Territory or the responsible Minister into disrepute; or
- (5) the Organisation's business or activities are contrary to any government policy of the Territory.

12.4 Obligation after termination

- (1) Upon termination of this Agreement, the Organisation must immediately:
 - (a) cease expending the Funding Amount, unless otherwise agreed by the parties in writing;
 - (b) calculate and notify the Territory of any unexpended amount of the Funding Amount, taking into consideration any outstanding amounts the Organisation is obliged to pay employees and other third parties as a result of the Services provided prior to termination; and
 - (c) pay to the Territory any unexpended amount of the Funding Amount and any interest earned or income derived from the provision of Services not expended.
- (2) Upon termination of this Agreement, the Territory may:
 - (a) cease any further payment of the Funding Amount to the Organisation; and

- (b) reclaim any amount of the Funding Amount that was not applied in the provision of the Services.
- (3) Nothing in this **clause 12** prejudices any other rights and remedies of the Territory in respect of any breach by the Organisation of this Agreement.

12.5 Termination by Organisation

The Organisation may terminate this Agreement by giving at least 10 business days notice to the Territory if the Territory:

- (1) has not paid a correctly rendered invoice and has not notified the Organisation that it disputes an amount specified under an invoice within 60 days of receipt of that invoice; and
- (2) the Organisation has given the Territory:
 - (a) a first notice 15 days after the due date of the invoice, specifying the failure to pay and giving the Territory at least 15 days to pay the invoice; and
 - (b) a second notice 15 days after the first notice, referring to the first notice and giving the Territory at least 15 days to pay the invoice.

12.6 Reduction in scope for convenience

- (1) The Territory may, at any time, by notice, reduce the scope of the Services, including for a significant change in Territory policy or a reduction of the relevant allocation in a Territory budget.
- (2) On receipt of a notice of reduction in scope the Organisation must:
 - (a) reduce work as specified in the notice;
 - (b) take all available steps to minimise loss resulting from that reduction in scope; and
 - (c) continue to work on any part of the Services not affected by the notice.
- (3) If the scope of the Services is reduced under this **clause 12.6** the Territory will be liable for:
 - (a) payments under **clause 4.1** for Services rendered before the effective date of reduction in scope; and
 - (b) reasonable costs incurred by the Organisation that are attributable to the reduction in scope.

- (4) If the scope of Services is reduced, the Territory's liability to pay the Funding Amount abates in accordance with the reduction in scope of the Services.

13. Provision of Information

13.1 Organisation to cooperate

- (1) Unless otherwise specified in **Schedule 6**, the Organisation must, prior to the expiration or earlier termination of this Agreement,
- (a) cooperate with the Territory and/or the organisation (**Incoming Organisation**) engaged to perform the Services from the Organisation to provide all information, data and records related to the Services in a timely, orderly and efficient manner; and
 - (b) provide all reasonable assistance required by the Territory that are otherwise in accordance with this Agreement, to ensure the timely and orderly transfer of Services to the Incoming Organisation.
- (2) Without limitation, the Organisation's obligations under **clause 13.1** include:
- (a) subject to appropriate safeguards, transferring Personal Information in relation to Services provided to Service Users to the Territory or if directed, to the Incoming Organisation;
 - (b) providing access to all relevant material in the possession of the Organisation, necessary for the transfer of the Services (excluding any details of any Organisation Material);
 - (c) maintaining continuity of the Services necessary to satisfy the Territory until the transfer of the Services to the Incoming Organisation has been completed; and
 - (d) any other obligations set out in **Schedule 6**.

13.2 Payment to Organisation

The Territory will continue to pay the Organisation the Funding Amount in respect of those components of the Services provided by it during the transition to the Incoming Organisation.

14. General

14.1 Variation

This Agreement may be varied or the Agreement Period extended only by the written agreement of the parties prior to the expiration of this Agreement.

14.2 No waiver

Failure or omission by either party at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that either party may have in respect of that provision.

14.3 Entire agreement

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

14.4 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

14.5 Conflict of interest

The Organisation warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

14.6 Subcontracting

The Organisation must not subcontract its obligations under this Agreement without the prior written agreement of the Territory.

14.7 Governing law and compliance with the law

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Organisation must comply with the laws from time to time in force in the Territory in performing the Services.

14.8 No Employment, Agency or Partnership

Nothing in this Agreement constitutes the Organisation, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Organisation must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

14.9 No Assignment

Subject to any Special Conditions in **Schedule 5**, the Organisation will not assign or otherwise deal with its rights and obligations under this Agreement without the prior written consent of the Territory.

14.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on whichever of the following occurs first:
 - (a) the other party's acknowledgement of receipt by any means;
 - (a) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address; or
 - (b) the expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (4) occurring.

14.10 Survival of clauses

Clauses 5.4, 5.5, 8, 9 and 13.1(2)(a) (and any outstanding obligation to provide reports under **Schedule 3**) will survive the expiration or earlier termination of this Agreement.

DATE OF THIS AGREEMENT

16 AUGUST 2016

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY in the presence of:

[Redacted signature area]

Signature of Territory delegate

[Handwritten signature: Ross O'Donoghue]

Print name

Signature of witness

[Handwritten signature: Susanna Dorrell]

Print name

SIGNED by or for and on behalf of AIDS Action Council of the ACT, Inc ABN: 97 812 719 846 in the presence of:

[Redacted signature area]

Signature of director/authorised officer

[Handwritten signature: Philippa Moss]

Print name

Signature of director/secretary/witness

[Handwritten signature: Marcus Bogie]

Print name



Note:

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.

Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary.

Incorporated Association: Must be signed in accordance with the Organisation's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

SCHEDULE 1

AGREEMENT DETAILS AND FURTHER DEFINITIONS

Item 1: TERRITORY

ACT HEALTH of 2-6 Bowes Street, PHILLIP ACT 2606

Territory's **Agreement Manager** means:

Senior Officer, **Government Relations, Primary Health and Chronic Conditions Policy Unit**, Policy and Government Relations Branch
2-6 Bowes Street PHILLIP ACT 2606

GPO Box 825
CANBERRA ACT 2601

Fax: (02) 6205 0866

Item 2: ORGANISATION

AIDS Action Council of the ACT, of Havelock House, 85 Northbourne Avenue,
Turner ACT 2612

ABN: 97 812 719 846

Organisation's Agreement Manager means:

Executive Director

Physical Address:
Havelock House, 85 Northbourne Avenue, Turner ACT 2612

Postal Address:
PO Box 5245
Braddon ACT 2612

Email: Philippa.moss@aidsaction.org.au

Item 3: AGREEMENT PERIOD

The period commencing 1 October 2016 and ending 30 June 2019.

Item 4. INSURANCES

- (1) The Organisation will effect and maintain public liability coverage of not less than **\$10 million** in respect of each claim.

- (2) **IF NEEDED** The Organisation will effect and maintain professional indemnity insurance with coverage in the amount of not less than **\$5 million** in respect of each claim and in the annual aggregate.

Item 5. TERRITORY MATERIAL – INTELLECTUAL PROPERTY RIGHTS

Not Used.

Item 6. CONFIDENTIAL TEXT

Not Used.

Item 7. GROUNDS FOR CONFIDENTIALITY OF CONFIDENTIAL TEXT

Not Used.

Item 8: KEY PERSONNEL

Not Used.

Item 9: FORM OF ACKNOWLEDGEMENT

The Organisation will acknowledge the contribution of ACT Health in any relevant publications such as “**supported by ACT Health**”. The Organisation will confirm the use of the ACT Health logo with the Service Funding Agreement Manager. The Territory does not require the use of its logo on policy submissions made to government or on other advocacy documents made by peak bodies and advocacy groups.

Item 10. FURTHER DEFINITIONS

In this Agreement unless the contrary intention appears:

- (a) **Premises** mean any premises on which the Organisation operates at Havelock House, 85 Northbourne Avenue, Turner ACT 2612;
- (b) **Acquittal** means report of how the Organisation has used the Funding Amount; in the form provided by the Territory and marked “**Attachment A**” that has been prepared by an officer of the Organisation;
- (c) **Audit Report** means a report on the Organisation’s accounts that has been prepared by a person who is entitled to prepare an audit report under the relevant legislation;
- (d) **Financial Acquittal** means the annual report of the Organisation that details cash flow, including income and expenditure that has been prepared by an officer of the Organisation; and

- (e) **“Transition Out”** means the activities undertaken by the Organisation towards the end of this Agreement, which results in the progressive reduction of Services and the progressive handover of responsibilities to a new organisation (**Incoming Organisation**), while ensuring that there is no interruption to the Services.

“Transition Out Date” means:

- (a) a date 6 months from the end of the Term; or
- (b) if this Agreement is earlier terminated and the Organisation is notified that this Item will apply, the date as specified in the notice of termination.

“Transition Out Period” means the period commencing on the Transition Out Date and ending at the end of the Term.

SCHEDULE 2 SERVICES

Item 1. THE SERVICES

(1) Having regard to progressing the broad policy goals of:

- (a) National Strategies for Hepatitis C, Hepatitis B, HIV, Sexually Transmissible Infections, and Aboriginal and Torres Strait Islander Blood Borne Viruses and Sexually Transmissible Infections;
- (b) Hepatitis B, Hepatitis C, HIV and Sexually Transmissible Infections: ACT Statement of Priorities 2016 - 2020;
- (c) ACT Chronic Conditions Strategy 2013-2018;
- (d) ACT Government Canberra Social Plan;
- (e) Canberra Plan - Towards Our Second Century;
- (f) ACT Budget 2016-17: Social Inclusion Statement; and
- (g) Successors of these documents as in place from time to time.

(2) Name of service

HIV and AIDS education and support services.

(3) The Organisation will provide the following services:

The provision of a comprehensive range of care and support services, events, activities and programs with a focus on peer-based education and prevention, to build strong, connected and supportive communities that are free of new HIV transmissions, marginalisation, discrimination and stigma.

(4) Target group:

- (1) People living with Human Immunodeficiency Virus (HIV);
- (2) Gay men and other men who have sex with men;
- (3) Lesbian, Gay, Bisexual and Queer Communities;
- (4) People who inject drugs;
- (5) Women;
- (6) Young people;
- (7) Sex Workers, including culturally and linguistically diverse sex workers and their clients;
- (8) Culturally and linguistically diverse people and people from high HIV prevalence countries;
- (9) People who travel to high HIV prevalence countries;

- (10) Aboriginal and Torres Strait Islander people;
- (11) People in custodial settings, and
- (12) Service Providers.

Item 2. OUTCOMES

- (1) A reduction in the transmission and incidence of HIV and AIDS;
- (2) Improved access to appropriate, quality support services for people living with and impacted by HIV and AIDS;
- (3) A safe community, where there is respect for all people, regardless of HIV status, sexual orientation or gender identity;
- (4) A strong, effective and sustainable community Organisation; and
- (5) The information, education and services delivered are:
 - (a) Peer-led;
 - (b) High quality;
 - (c) Evidence based;
 - (d) Accessible;
 - (e) Integrated;
 - (f) Targeted; and
 - (g) Culturally appropriate.

Item 3. OUTPUTS AND PERFORMANCE EXPECTATIONS

- (1) Reduce new HIV transmissions;
- (2) Improve access to appropriate, quality support services for people living with and impacted by HIV and AIDS;
- (3) Create a safe community, where there is respect for all people, regardless of HIV status, sexual orientation or gender identity; and
- (4) Invest in the organisation to ensure ongoing sustainability.

Quantitative Performance Indicators

Output 1: Reduce new HIV transmissions

- Contribute to the virtual elimination of new HIV transmissions by 2020 and work to minimise the personal and social impacts;
- Provide high quality and tailored information, peer-led education, services and resources about the prevention of HIV, focusing on high-risk groups including young people, and men who have sex with men;
- Increase awareness of HIV prevention in the general community;
- Deliver outreach and other programs to promote the benefits of sexual health testing;
- Advocate for, and help arrange supported access to, new prevention and testing technologies in community-based settings;

- Commemorate and remember people who have died due to HIV and AIDS related illnesses; and
- Maintain high rates of HIV and STI testing and treatment amongst the sex worker industry.

Output 2: Improve access to appropriate, quality support services for people living with and impacted by HIV and AIDS

- Provide counselling services to individuals and families living with and impacted by HIV and AIDS;
- Provide innovative peer-support networks for people living with and impacted by HIV and AIDS;
- Provide services and programs that support the health and wellbeing of people living with HIV and AIDS as they live and work in the community;
- Advocate for access to contemporary and appropriate treatment, including using treatment as a tool for prevention; and
- Respond to emerging needs

Output 3: Create a safe community, where there is respect for all people, regardless of HIV status, sexual orientation or gender identity

- Lead and support events and programs that build community connection and cohesion, and work to eliminate stigma and discrimination;
- Undertake capacity-building activities that support mainstream organisations to provide safe and welcoming spaces, and accessible and appropriate services to members of the LGBTIQ communities;
- Provide programs and supports for young people and others who require support around sex and gender identity and related issues;
- Continue to build the Council's role to train and educate individuals and organisations about creating an inclusive and supportive community for all with a focus on peer-led education; and
- Build the Council's Sex Worker Outreach Program as a leader in sex worker health policy and program delivery.

Output 4: Invest in the organisation to ensure ongoing sustainability

- Increase the financial sustainability of the Council including diversification of funding;
- Develop new programs based on emerging community needs;
- Build and nurture strategic partnerships with government, non-government and philanthropic organisations;
- Build volunteering and membership as a focus for the Council to succeed as a peer-led, community based, grass roots organisation;
- Build a strong evidence base that compares the results achieved by peer-led, community based HIV organisations to non-community organisations;
- Support sound corporate governance and strategic management of the Council; and
- Invest in staff to promote the Council as an employer of choice in the ACT community sector.

Item 4. QUALITY STANDARDS

The organisation is required to actively use and participate in assessment against *Raising the Standards* in working towards quality improvement and is expected to review its practice against these standards annually (see clause 5.11).

Item 5. REPORTING SERVICE USER INCIDENTS

- (1) The Organisation must notify and fully disclose to the Territory in writing any incident in which a Service User has caused harm to him/herself, another Service User, an Engaged Person or a third party, or any other similar adverse situation (**Service User Incident**),
- (2) The Organisation must provide details to the Territory on the following; and
 - (a) Details of the Incident;
 - (b) How the Service User Incident was managed by the Organisation;
 - (c) If the Service User Incident was reported to relevant authorities; and
 - (d) Any consequences of the Service User Incident.
- (3) The Territory must be notified of any Service User Incident within 48 hours of the Service User Incident occurring.

SCHEDULE 3

REPORTS AND REVIEWS

Item 1. FINANCIAL ACQUITTALS

- (1) The Organisation will provide ACT Health with two (2) six-monthly Financial Acquittals per financial year:

(a) First Half Financial Year – Financial Acquittal

A financial Acquittal on the first half of the financial year (1 July – 31 December). To be provided within 31 days of 31 December each year of the Agreement Period. The Acquittal will comprise:

- I. The total amount of funds on hand at the commencement of the period (the carry-over amount of funding);
- II. All funding expended during the period and a description of what it was expended on;
- III. The total amount of unexpended funds remaining at the end of the period; and
- IV. Any other funding received from other sources expended on the activities listed in Schedule 2, Item 1, Part 3 of this Agreement.

The First Half Financial Year - Financial Acquittal will accompany the First Half Financial Year - Performance Report (See Schedule 3, Item 2a below).

(b) Second Half Financial Year – Financial Acquittal

A financial Acquittal on the second half of the financial year (1 January – 30 June). To be provided within 31 days of 30 June each year of the agreement period. The Acquittal will comprise:

- I. The total amount of funds on hand at the commencement of the period (the carry-over amount of funding);
- II. All funding expended during the period and a description of what it was expended on;
- III. The total amount of unexpended funds remaining at the end of the period; and
- IV. Any other funding received from other sources expended on the activities listed in Schedule 2, Item 1, Part 3 of this Agreement.

The Second Half Financial Year - Financial Acquittal will accompany the Second Half Financial Year - Performance Report (See Schedule 3, Item 2b below).

- (c) A Template for the Half Financial Year – Financial Acquittal (Attachment A) is to be used as a guide.
- (2) The Territory may request from the Organisation:
- (a) an Audit Report on the Organisation’s accounts; and/or
 - (b) Any other documentation as the Territory may require, including receipts and any other evidence of expenditure of the Funding Amount.

Item 2. PERFORMANCE REPORTS

The Organisation will provide ACT Health with two (2) six-monthly Performance Reports per financial year:

(a) First Half Financial Year - Performance Report:

A six (6) month Performance Report within 31 days of 31 December each year of the Agreement Period, covering the previous six (6) month period from 1 July – 31 December. The Report will comprise:

- I. A report against Outcomes as specified in **Item 2, Schedule 2**;
- II. A report against Outputs specified under **Item 3, Schedule 2** and including a statement regarding the Quality Standards as specified in **Item 4, Schedule 2** and a statement from the Delegate that certifies the organisation’s compliance with **Clauses 5.6, 5.7 and 5.8** of this agreement.

The First Half Financial Year - Performance Report will accompany the First Half Financial Year – Financial Acquittal (See Schedule 3, Item 1a, above).

(b) Second Half Financial Year - Performance Report:

A six (6) month Performance Report within 31 days of 30 June each year of the Agreement Period, covering the previous six (6) month period from 1 January – 30 June. The report will comprise:

- I. A report against Outcomes as specified in **Item 2, Schedule 2**;
- II. A report against Outputs specified under **Item 3, Schedule 2** and including a statement regarding the Quality Standards as specified in **Item 4, Schedule 2** and a statement from the Delegate that certifies the organisation’s compliance with **Clauses 5.6, 5.7 and 5.8** of this agreement.

The First Half Financial Year - Performance Report will accompany the Second Half Financial Year – Financial Acquittal (See Schedule 3, Item 1b above).

A Template for the First Half Financial Year - Performance Report (Attachment B) is to be used as a guide.

Item 3. FINAL REPORT

- (1) The Organisation will provide ACT Health with a Final Report on the Project. The Final Report will comprise:
- (a) A set of Financial Statements covering the Project Period. The Financial Statements will comprise advice as to whether the Funding Amount has been expended in the manner required by this Agreement. It will include:
 - I. A cash/financial statement as at the end of the Agreement Period providing full details of expenditure of the Funding Amount;
 - II. All funding expended during the period and a description of what it was expended on;
 - III. The total amount of unexpended funds remaining at the end of the period; and
 - IV. All other funding received from other sources expended on the activities listed in Schedule 2, Item 1, Part 3 of this Agreement.
 - (b) A Final Performance Report covering the Project Period. The Final Performance Report will comprise:
 - I. A report against Outcomes under Item 2 and Outputs under Item 3 of Schedule 2; and
 - II. Include evidence of meeting Performance Expectations specified in Item 3, Schedule 2 and any generic requirements specified in Item 3, Schedule 2, for the Project Period.
- (2) The Final Report will be due on, or before, 30 November of the financial year, following the end of the Agreement Period.
- (3) Planning and policy implications, in which the Organisation may notify the Territory about and provide information on:
- (a) new or unmet needs;
 - (b) service gaps;
 - (c) innovations in service delivery;
 - (d) suggestions for policy change; and
 - (e) system issues.

may be provided to the Territory at least once each 12 months of the Agreement and within 31 days at the end of the 30 June 2019.

Item 4. ANNUAL REVIEW

Each year of the Agreement Period, the Territory's and Organisation's Relationship Managers (and such other persons invited by either Relationship Manager) will meet to review the Agreement and the performance of the Services (**Review**) except in the final

year of the Agreement Period where the Review will be conducted at least three months before the end of the Agreement Period.

SCHEDULE 4

FUNDING AMOUNT AND PAYMENT

Item 1. FUNDING AMOUNT

For the Services described in **Item 1 of Schedule 2** the funding amount of **\$844,369.50** (GST exclusive) represents funding for the period 1 October 2016 to 30 June 2017. This amount includes indexation and excludes Equal Remuneration Order payments (if applicable).

This is a pro rata funding figure derived from a base yearly funding amount of \$1,125,826 (GST exclusive).

For the period 1 October 2016 to 30 June 2017 funding is payable in the following instalments:

No.	For Period	Due	Payment Amount (GST Ex)
1.	For funding covering the period 1 October 2016 to 31 December 2016.	Payable in the first year upon signing of the Agreement.	\$281,456.50
2.	For funding covering the period 1 January 2017 to 30 June 2017.	Following acceptance of the 1 st period Performance and Financial Reports, due on, or before, 31 January of each year.	\$562,913
TOTAL \$844,369.50 (GST exclusive)			

For subsequent years, funding is payable for the Services described in **Item 1 of Schedule 2** using the 2016-17 yearly base funding amount of \$1,125,826 (GST exclusive). This base amount will be used to calculate future yearly funding increments including indexation and Equal Remuneration Order payments (if applicable).

The payment schedule for the periods 1 July 2017 to 30 June 2018 and 1 July 2018 to 30 June 2019 will be as follows:

No.	For Period	Due	Payment Amount (GST Ex)
1.	For funding covering the period 1 July 2017 to 31 December 2017.	July 2017 This payment will be made following the acceptance of the previous October 2016- December 2016 performance and Financial Reports	An amount equivalent to half the yearly funding amount.

2.	For funding covering the period 1 January 2018 to 30 June 2018.	January 2018 This payment will be made following the acceptance of the previous January 2017 – June 2017 performance and Financial Reports	An amount equivalent to half the yearly funding amount.
3.	For funding covering the period 1 July 2018 to 31 December 2018.	July 2018 This payment will be made following the acceptance of the previous July 2017 – December 2017 performance and Financial Reports	An amount equivalent to half the yearly funding amount.
4.	For funding covering the period 1 January 2019 to 30 June 2019.	January 2019 This payment will be made following the acceptance of the previous January 2018 – June 2018 performance and Financial Reports	An amount equivalent to half the yearly funding amount.

Item 2. PAYMENT IN ADVANCE

Funding will be paid in advance on a six (6) monthly basis, following ACT Health's acceptance of both the Performance and Financial Acquittal on the previous corresponding '*half-year*' reporting period. While the table above sets out prospective funding amounts to be paid across the funding period, funds will not be paid ahead of the Organisations determined need for the Period. This will be determined through:

- (a) The Performance and Financial Reports;
- (b) The amount of remaining funds in the Organisation's possession at the end of each Period; and
- (c) The Organisations projected financial activity in the coming Period.

All funds within the Organisations possession are expected to be required and expended during that Period.

- (1) The Territory will pay the Funding Amount, or part thereof, in advance as follows:

For the first payment:

By way of electronic funds transfer for the Services provided by the Organisation within 10-15 business days of 1 October 2016, or the signing of this contract (whichever is the later).

For all subsequent payments:

By way of electronic funds transfer for the Services provided by the Organisation within 10- 15 business days of the acceptance by the Territory of the **Half-Year Performance and Financial Acquittals**.

- (2) The Organisation must account for the funding provided under this Service Funding Agreement separately from all other funds within its accounting system.
- (3) The Organisation must deposit all funds pursuant to this Service Funding Agreement into a separate bank account for the duration of the Agreement Period and must:
- (a) Not cause or allow any funds other than the funds provided by ACT Health for the purposes of this Service Funding Agreement to be deposited into that account;
 - (b) Promptly notify ACT Health of:
 - (i) The details of that account; and
 - (ii) Any change to that account.
 - (c) Ensure that any interest earned on that account remains within that account until expended; and
 - (d) Ensure that all interest earned on funding provided by ACT Health under this Service Funding Agreement is expended in accordance with the Terms and Conditions of this Service Funding Agreement.

Item 3. INDEXATION

- (1) The Territory will pay the Organisation in respect of each financial year of the Agreement Period, the Funding Amount as indexed in accordance with the indexation rate as notified from time to time by the Territory or by the Commonwealth of Australia.
- (2) The Territory will notify the Organisation in writing of the applicable indexation rate.

SCHEDULE 5

SPECIAL CONDITIONS

Item 1. CHANGE OF CONTROL

Not used

- (1) If there is a change of control of the Organisation, such as through a merger or acquisition by a company, or anticipated change of control, the Territory must be notified, in writing as soon as reasonably practicable.
- (2) Any change of control within the Organisation must not disrupt the delivery of the Services, and it is the Organisation's responsibility to properly manage this.

Item 2. PERSONAL INFORMATION

Not used

Item 3. ASSETS

Not used.

Item 4. PREQUALIFICATION

Not used.

SCHEDULE 6

TRANSITION OUT

- (1) To the extent of any inconsistency with **clause 13**, this **Schedule 6** takes precedence.
- (2) The parties acknowledge that the objective of the Transition Out Period is to prepare for and undertake the activities, including Transition Out activities, necessary to enable the orderly transition of the Services to the Incoming Organisation.
- (3) The Organisation acknowledges that:
 - (a) it is essential that there is no interruption to the provision of the Services as a result of the transition from the Organisation to the Incoming Organisation; and
 - (b) the Organisation will be required to provide the Services in full until the end of the Transition Out Period.
- (4) The Organisation must develop a Transition Out plan satisfactory to the Territory within 6 months of the start of the Agreement.
- (5) The Territory may at any time, by notice to the Organisation, require a reduction in scope of Services being provided by the Organisation during the Transition Out Period.
- (6) The Territory may at any time during the Transition Out Period, by notice to the Organisation, require additional services to facilitate the transition of the Services to the Incoming Organisation, which may include training to an Incoming Organisation.
- (7) During the Transition Out Period, the Territory is only liable for:
 - (a) payments under the existing payment terms of this Agreement for work conducted during the Transition Out Period;
 - (b) any reasonable costs incurred by the Organisation that are directly attributable to additional services, required by the Territory, to facilitate the transition of the Services to the Incoming Organisation; and
 - (c) any reasonable costs incurred by the Organisation that are directly attributable to a reduction in the scope of Services.
- (8) During the Transition Out Period, the Organisation must:
 - (a) fully co-operate with the Territory and Incoming Organisation to do all things as may be reasonably necessary to ensure the smooth transition of the Services to the Incoming Organisation without interruption;
 - (b) use its best endeavours to resolve any issues arising out of the transition from the Organisation to the Incoming Organisation;
 - (c) comply with all reasonable directions from the Territory;

- (d) upon request from the Territory or otherwise at the end of the Transition Out Period:
 - (i) provide to the Territory all documents which contain or relate to any Territory Information;
 - (ii) deliver all existing data for Services provided up to the end of the Transition Out Period; and
 - (iii) return to the Territory (or such other person as directed by the Territory) all Contract Material and Territory Material, data and other property or information provided by the Territory to the Organisation under this Agreement;
- (e) engage in briefings as required by the Territory and the Incoming Organisation with a view to ensuring that the Territory or Incoming Organisation have sufficient information to provide the Services.

**ATTACHMENT A
FINANCIAL ACQUITTAL**

Organisation: _____

Reporting Period from _____ to _____

Total amount of funds on hand at commencement of reporting period (carry-over funds) \$

Total funding received in this reporting period: \$

(Reporting Period = Jan to June or July to Dec)

Expenditure Items (e.g. Salaries and wages, service delivery, program materials, program events, admin costs, equipment)	Funding Expenditure - GST Exclusive
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	EXPENDITURE TOTAL (above): \$
	UNEXPENDED FUNDS TOTAL (unspent): \$
	Variance 10% +/- :

** The Organisation must provide the Territory with an explanation of variations of 10% (surplus/deficit) of expenditure by program **

Other funding received (expended only on activities listed in Schedule 2, Item 2, Part 3):	\$
Please list expenditure items:	

I certify that the above program funding was used for the approved purpose(s). To the best of my knowledge and belief, the statement of income and Expenditure covering the program is true and fair.

Signature of Delegate: _____ Position: _____

Print name of Delegate: _____ Date: / /

**ATTACHMENT B
PERFORMANCE REPORT**

TO BE ADVISED



DEED OF VARIATION

Dated

31 May 2019

Parties

AUSTRALIAN CAPITAL TERRITORY

**AIDS ACTION COUNCIL OF THE ACT
INC**

ABN 97 812 719 846

**VARIATION OF SERVICE FUNDING
AGREEMENT
2015.27504.650**

Prepared by

ACT Health Directorate
2-6 Bowes Street
WODEN ACT 2606

Version

14 May 2019

PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the ACT Health Directorate.

AIDS ACTION COUNCIL OF THE ACT INC, ABN 97 812 719 846
of Havelock House, 85 Northbourne Avenue, TURNER ACT 2612
(**Organisation**).

BACKGROUND

- A. The Territory and the Organisation executed a service funding agreement (**Agreement**) on or about 16 August 2016 in relation to HIV and AIDS education and support services.
 - B. Clause 14.1 provides that the Agreement may be varied or the Agreement Period extended only by the written agreement of the parties prior to the expiration of the Agreement.
 - C. The parties have agreed to vary the Agreement in accordance with the terms of this Deed.
-

IT IS AGREED by the parties as follows.

1. Interpretation and Governing Law

- (1) Unless the context requires or it is otherwise specified in this Deed, any words used in this Deed that are defined in the Agreement have the same meaning for the purpose of this Deed.
- (2) This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

2. Effective Date

The variations to the Agreement described in this Deed take effect on 1 July 2019.

3. Variation

- (1) **Schedule 1** is deleted and replaced with the attachment to this Deed titled "Schedule 1".
- (2) **Schedule 2** is deleted and replaced with the attachment to this Deed titled "Schedule 2".
- (3) **Schedule 3** is deleted and replaced with the attachment to this Deed titled "Schedule 3".
- (4) **Schedule 4** is deleted and replaced with the attachment to this Deed titled "Schedule 4".
- (5) **Schedule 5** is deleted and replaced with the attachment to this Deed titled "Schedule 5".
- (6) **Schedule 6** is deleted and replaced with the attachment to this Deed titled "Schedule 6".
- (7) **Attachment A** is deleted and replaced with the attachment to this Deed titled "Attachment A".
- (8) **Attachment B** is deleted and replaced with the attachment to this Deed titled "Attachment B".

SIGNED AS A DEED ON 31 May 2019

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
 in the presence of:)



Signature of Territory Delegate



Signature of witness

..... Jacinta George

Print name

..... Carolyn Dunn

Print name

SIGNED by or for and on behalf of)
AIDS ACTION COUNCIL OF THE ACT)
INC)
ABN 97 812 719 846)
 in the presence of:



Signature of director/ authorised officer/ individual*

*DELETE whichever is not applicable (see note below)



Signature of director/ secretary/ witness*

*DELETE whichever is not applicable (see note below)

..... PHILIPPA MOSS

Print name



Signature of second authorised officer*

*only use if Incorporated Association (see note below)

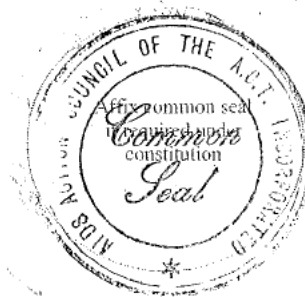
..... ADAM STANKEVICIUS

Print name

PRESIDENT

..... Marcus Bogie

Print name



Note:

- Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
- Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Organisation's constitution.
- Individual: Must be signed by the individual and witnessed.
- Incorporated Association: Must be signed in accordance with the Organisation's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

SCHEDULE 1

AGREEMENT DETAILS AND FURTHER DEFINITIONS

Item 1. TERRITORY

ACT Health Directorate of 2-6 Bowes Street, WODEN ACT 2606

Territory's Agreement Manager means:

Director
Community Sector Contracts and Grants Unit
2-6 Bowes Street
WODEN ACT 2606

GPO Box 825
CANBERRA ACT 2601

Email: PSRContracts@act.gov.au

Item 2. ORGANISATION

AIDS Action Council of the ACT Inc
Havelock House
85 Northbourne Avenue
TURNER ACT 2612

Organisation's Agreement Manager means:

Executive Director
AIDS Action Council of the ACT Inc

Havelock House
85 Northbourne Avenue
TURNER ACT 2612

PO Box 5245
BRADDON ACT 2612

Item 3. AGREEMENT PERIOD

The period commencing 1 October 2016 and ending 30 June 2022.

Item 4. FURTHER DEFINITIONS

In this Agreement unless the contrary intention appears:

Critical Incident means a traumatic event or situation, either accidental or deliberate, which causes a significant risk of substantial or serious harm to the physical or mental

health, safety or well-being of a person. Non-life threatening events may qualify as critical incidents.

Premises means any premises on which the Organisation operates Services.

Item 5. INSURANCES

- (1) The Organisation will effect and maintain public liability coverage of not less than \$10 million in respect of each claim.
- (2) If needed, the Organisation will effect and maintain professional indemnity insurance with coverage in the amount of not less than \$5 million in respect of each claim and in the annual aggregate.
- (3) Workers Compensation insurance to the extent required by any law of the Commonwealth or of the State and Territory in which the services under the Agreement are performed.

Item 6. TERRITORY MATERIAL – INTELLECTUAL PROPERTY RIGHTS

Not used.

Item 7. CONFIDENTIAL TEXT

Not used.

Item 8. GROUNDS FOR CONFIDENTIALITY OF CONFIDENTIAL TEXT

Not used.

Item 9. KEY PERSONNEL

Not used.

SCHEDULE 2

THE SERVICES

Item 1. THE SERVICES

- (1) The Organisation will provide the following services: The provision of a comprehensive range of care and support services, events, activities and programs with a focus on peer-based education and prevention, to build strong, connected and supportive communities that are free of new Human Immunodeficiency Virus (HIV) transmissions, marginalisation, discrimination and stigma.
- (2) The Organisation will progress the broad policy goals of the current:
 - (a) National Strategies for Hepatitis C, Hepatitis B, HIV, Sexually Transmissible Infections, and Aboriginal and Torres Strait Islander Blood Borne Viruses and Sexually Transmissible Infections;
 - (b) National Strategic Framework for Chronic Conditions;
 - (c) Hepatitis B, Hepatitis C, HIV and Sexually Transmissible Infections: ACT Statement of Priorities;
 - (d) ACT Government Canberra Social Plan;
 - (e) Canberra Plan - Towards Our Second Century;
 - (f) ACT Lesbian, Gay, Bisexual, Transgender, Intersex and Queer (LGBTIQ) Strategy (to be released 2019)
 - (g) ACT Budget: Social Inclusion Statement; and
 - (h) Successors of these documents as in place from time to time.
- (3) Target Groups:
 - (a) People living with Human Immunodeficiency Virus (HIV);
 - (b) Gay men and other men who have sex with men;
 - (c) Lesbian, gay and bisexual communities;
 - (d) Transgender and gender diverse communities;
 - (e) People who inject drugs;
 - (f) Women;

- (g) Young people;
- (h) Ageing people;
- (i) Sex Workers, including culturally and linguistically diverse sex workers and their clients;
- (j) Culturally and linguistically diverse people and people from high HIV prevalence countries, including international students;
- (k) People who travel to high HIV prevalence countries;
- (l) Aboriginal and Torres Strait Islander people;
- (m) People in custodial settings; and
- (n) Service Providers.

Item 2. OUTCOMES

- (1) Contribute to a reduction in the transmission and incidence of HIV and AIDS in the ACT.
- (2) Improved access to appropriate, quality support services for people living with and impacted by HIV and AIDS.
- (3) A safe community, where there is respect for all people, regardless of HIV status, sexual orientation or gender identity.
- (4) A strong, effective and sustainable community organisation.

Item 3. OUTPUTS

- (1) Contribute to the virtual elimination of new HIV transmissions and work to minimise the personal and social impacts by:
 - (a) Providing high quality and tailored information, peer-led education, services and resources about the prevention of HIV, focusing on high-risk groups including young people, men who have sex with men (MSM) (including transgender, Asian born gay men and Aboriginal and Torres Strait Islander men);
 - (b) Promoting the consistent and effective use of condoms and other prevention methods, including Pre-Exposure Prophylaxis (PrEP), Post-Exposure Prophylaxis (PEP) and Treatment as prevention and supporting widespread access across priority settings;
 - (c) Delivering outreach and other programs to promote the benefits of sexual health testing;

-
- (d) Advocating for, and helping arrange supported access to, new prevention, testing and treatment technologies in community-based settings;
 - (e) Commemorating and remembering people who have died due to HIV and AIDS related illnesses; and
 - (f) Maintaining high rates of HIV and STI testing and treatment amongst the sex worker industry.
- (2) Improve access to appropriate, quality support services for people living with and impacted by HIV and AIDS by:
- (a) Ensuring that people diagnosed with HIV are promptly linked to treatment, ongoing care and peer support;
 - (b) Providing counselling services to individuals and families living with and impacted by HIV and AIDS;
 - (c) Providing peer-support networks for people living with and impacted by HIV and AIDS;
 - (d) Providing services and programs that support the health and wellbeing of people living with HIV and AIDS as they live and work in the community;
 - (e) Advocating for access to contemporary and appropriate treatment, including using PrEP treatment as a tool for prevention; and
 - (f) Responding to emerging needs.
- (3) Create a safe community, where there is respect for all people, regardless of HIV status, sexual orientation or gender identity by:
- (a) Leading and supporting events and programs that build community connection and cohesion, and work to eliminate stigma and discrimination;
 - (b) Undertaking capacity-building activities that support mainstream organisations to provide safe and welcoming spaces, and accessible and appropriate services to members of the LGBTQ communities;
 - (c) Providing programs and supports for young people and others who require support around sex and gender identity and related issues;
 - (d) Continuing to build the Council's role to train and educate individuals and organisations about creating an inclusive and supportive community for all with a focus on peer-led education; and
 - (e) Building the Council's Sex Worker Outreach Program as a leader in sex worker health policy and program delivery.

-
- (4) Invest in the organisation to ensure ongoing sustainability by:
 - (a) Developing new programs based on emerging community needs;
 - (b) Building and nurturing strategic partnerships with government, non-government and philanthropic organisations;
 - (c) Building volunteering and membership as a focus for the Council to succeed as a peer-led, community based, grass roots organisation;
 - (d) Building a strong evidence base that compares the results achieved by peer-led, community based HIV organisations to non-community organisations;
 - (e) Supporting sound corporate governance and strategic management of the Council; and
 - (f) Investing in staff to promote the Council as an employer of choice in the ACT community sector.

 - (5) Ensure that the information, education and services delivered are:
 - (a) Peer-led;
 - (b) High quality;
 - (c) Evidence based;
 - (d) Accessible;
 - (e) Integrated;
 - (f) Targeted; and
 - (g) Culturally appropriate.

Item 4. PERFORMANCE INDICATORS

- (1) Quantitative Indicators
 - (a) Contribute towards the virtual elimination of new HIV transmissions and work to minimise the personal and social impacts.
 - (i) Deliver HIV prevention activities to support priority populations make informed decisions to reduce the risk of HIV transmission:
 - 1. Number of HIV prevention activities delivered.
 - 2. Participant self-rating effectiveness scale.

-
- (ii) Provide increased access, awareness and availability of BBV and STI testing including HIV:
 - 1. Number of Outreach testing activities.
 - 2. Number engagements with online testing resources delivered by the Council.
 - (iii) Deliver HIV-positive support activities that help people living with HIV make informed decisions to reduce the risk of HIV transmission:
 - 1. Number of positive services delivered.
 - 2. Participant self-rating effectiveness scale.
 - (iv) Deliver the Sex Work Outreach Program (SWOP) to support sex workers to make informed decisions to reduce the risk of HIV and STI transmission:
 - 1. Number of SWOP outreach sessions delivered to brothels and private workers.
 - 2. Self-rating effectiveness – sex workers have the information and support they need to make informed choices
 - (iv) Provide professional counselling to those impacted by HIV:
 - 1. Occasions of service.
 - 2. Participant self-rating effectiveness scale.
 - (vi) Provide case management and peer navigation to people living with HIV:
 - 1. Occasions of service.
 - 2. Percentage of clients referred to HIV treatment
 - 3. Participant self-rating effectiveness scale.
 - (b) Create a safe community where there is respectful for all people, regardless of HIV status, sexual orientation or gender identity.
 - (i) Provide LGBTQ people with access to safe and inclusive spaces where they can express their identities and develop supportive peer relationships:
 - 1. Number of LGBTQ activities delivered.
 - 2. Participant self-rated effectiveness scale.
 - (ii) Provide community events to enhance community connection and cohesion:
 - 1. Number of community events delivered.

2. Participant self-rating effectiveness scale.
- (iii) Provide a range of training to equip service providers with the knowledge and resources necessary to provide more inclusive services:
1. Number of HIV awareness sessions delivered.
 2. Number of LGBTQ awareness sessions delivered.
 3. Number of Sex Worker Awareness Training (SWAT) sessions delivered.
 4. Training participant self-rating effectiveness scale.
- (2) Qualitative Indicators
- (a) Contribute towards the virtual elimination of new HIV transmissions and work to minimise the personal and social impacts:
 - (i) Describe the impact of high quality, peer-led community based programs, services, education and resources about the prevention of HIV.
 - (ii) Four case studies or narrative reports delivered annually.

Item 5. PERFORMANCE REQUIREMENTS

- (1) The information, education and services delivered are:
 - (a) High quality;
 - (b) Evidence based;
 - (c) Accessible;
 - (d) Integrated;
 - (e) Targeted at priority populations; and
 - (f) Culturally appropriate.
- (2) The Organisation will:
 - (a) Work with existing community and health service facilities beyond the primary service offered as a means to expand regional reach.
 - (b) Conduct collaboration, common data collection, collective impact and reporting, as appropriate, for areas of shared/crossover work with other organisations working in the sexually transmitted infections and blood borne viruses environment.

- (c) Access statements: The Organisation must implement strategies to ensure access by Aboriginal and Torres Strait Islander people and those from culturally and linguistically diverse backgrounds.
- (3) The Organisation will take all reasonable measures to ensure employees and volunteers maintain current Working with Vulnerable People registration, appropriate to their position.

Item 6. QUALITY STANDARDS

- (1) The Organisation is required to:
- (a) actively use and participate in assessment against Raising the Standard in working towards quality improvement and review its practice against these standards annually; and
 - (b) Use the *ASHM Decision Making in PrEP* prescribing pathway to determine clients HIV risk level.

Item 7. CRITICAL INCIDENTS INVOLVING SERVICE USERS

- (1) The Organisation must ensure it has processes in place to manage Critical Incidents. ACT Health Directorate must be notified of Critical Incidents involving Service Users and occurring within the context of the delivery of the funded service. Notification is to be made within 48 hours of the Organisation becoming aware of the Critical Incident or as soon as reasonably practicable. Notification to be sent to SHBBVpolicy@act.gov.au.
- (2) The Organisation must provide the following details to the Territory:
- (a) details of the Critical Incident;
 - (b) how the Critical Incident was managed by the Organisation;
 - (c) if the Critical Incident was reported to relevant authorities; and
 - (d) any consequences of the Critical Incident.

SCHEDULE 3

REPORTING

Item 1. FINANCIAL REPORTS

- (1) The Organisation will provide the Territory with:
 - (a) an **Audit Report** by 30 November in each year of the Agreement Period and by 30 November of the first year after the end of the Agreement Period, comprising a cash/financial statement as at the end of the Agreement Period providing full details of expenditure of the Funding Amount;
 - (b) **Financial Reports** or **Acquittals**, on a half yearly basis within 30 days of the end of the 31 December and 30 June of each financial year of the Agreement Period; and/or
 - (c) any other documentation as the Territory may require, including receipts and any other evidence of expenditure of the Funding Amount.
- (2) For the purposes of this **Item 1**, the following definitions apply:
 - (a) **Acquittal** means report of how the Organisation has used the Funding Amount;
 - (b) **Audit Report** means a report on the Organisation's accounts that has been prepared by a person who is entitled to prepare an audit report under the relevant legislation;
 - (c) **Financial Report** means the annual report of the Organisation that details cash flow, including income and expenditure that has been prepared by an officer of the Organisation.
- (3) For the purposes of this **Item 1**, the Organisation will submit the above Reports in the format as provided by the Territory at **Attachment A**.
 - (a) The Organisation **MUST** provide the Territory with an explanation of variations of 10% (surplus/deficit) of expenditure by program, or at the request of the Territory.

Item 2. PERFORMANCE REPORTS

- (1) The Organisation will submit Performance Reports which report against the Outcomes, Outputs, Performance Indicators, Performance Requirements and Quality Standards as specified in **Schedule 2**, to be provided to the Territory on a half yearly basis within 30 days of 31 December and 30 June of each financial year of the Agreement Period.

-
- (2) The Organisation may report against planning and policy implications annually for each financial year of the Agreement Period, and provide information on:
- (a) new or unmet needs;
 - (b) service gaps;
 - (c) innovations in service delivery;
 - (d) suggestions for policy change; and
 - (e) system issues.
- (3) For the purposes of this **Item 2**, the Organisation will submit the above Reports in the format as provided by the Territory at **Attachment B**.

Item 3. ANNUAL REVIEW

Each year of the Agreement Period, the Territory's and Organisation's Agreement Managers (and such other persons invited by either Agreement Manager) will meet to review the Agreement and the performance of the Services (**Review**) except in the final year of the Agreement Period where the Review will be conducted at least three months before the end of the Agreement Period.

SCHEDULE 4

FUNDING AMOUNT AND PAYMENT

Item 1. FUNDING AMOUNT

For the Services described in **Item 1 Schedule 2**, the following table applies.

Service	2017-18 Base Rate	2.45% Indexation Rate	2018-19 Total Funding Amount (GST exclusive)	GST	2018-19 Total Funding Amount (GST inclusive)
Schedule 2	\$1,148,342.52	\$28,134.39	\$1,180,491.40	\$118,049.14	\$1,298,540.54

- (1) The Territory will pay the Funding Amount, or part thereof, in advance by way of electronic funds transfer, for the Services provided by the Organisation, within ten (10) business days of:
- (a) 30 June; and
 - (c) 31 December.

Item 2. INDEXATION

- (1) The Territory will pay the Organisation in respect of each financial year of the Agreement Period, the Funding Amount as indexed in accordance with the indexation rate as notified from time to time by the Territory or by the Commonwealth of Australia.
- (2) The Territory will notify the Organisation in writing of the applicable indexation rate.

SCHEDULE 5

SPECIAL CONDITIONS

Item 1. FORM OF ACKNOWLEDGEMENT

The Service will use the following acknowledgement on any published item, “supported by ACT Health Directorate” and include the ACT Government logo. The ACT Government logo and relevant information on branding can be found at <https://www.act.gov.au/branding>.

Item 2. CHANGE OF CONTROL

Not used.

Item 3. ASSETS

Not used.

SCHEDULE 6

TRANSITION OUT

Item 1. To the extent of any inconsistency with **clause 13**, this **Schedule 6** takes precedence.

Item 2. In this **Schedule 6** the following definitions apply:

“Transition Out” means the activities undertaken by the Organisation towards the end of this Agreement, which results in the progressive reduction of Services and the progressive handover of responsibilities to a new organisation (**Incoming Organisation**), while ensuring that there is no interruption to the Services.

“Transition Out Date” means:

- (1) a date six (6) months from the end of the Term; or
- (2) if this Agreement is earlier terminated and the Organisation is notified that this Item will apply, the date as specified in the notice of termination.

“Transition Out Period” means the period commencing on the Transition Out Date and ending at the end of the Term.

- (3) The parties acknowledge that the objective of the Transition Out Period is to prepare for and undertake the activities, including Transition Out activities, necessary to enable the orderly transition of the Services to the Incoming Organisation.

Item 3. The Organisation acknowledges that:

- (1) it is essential that there is no interruption to the provision of the Services as a result of the transition from the Organisation to the Incoming Organisation; and
- (2) the Organisation will be required to provide the Services in full until the end of the Transition Out Period.

Item 4. The Organisation must develop a Transition Out plan satisfactory to the Territory within six months of the start of the Agreement.

Item 5. The Territory may at any time, by notice to the Organisation, require a reduction in scope of Services being provided by the Organisation during the Transition Out Period.

Item 6. The Territory may at any time during the Transition Out Period, by notice to the Organisation, require additional services to facilitate the transition of the Services to the Incoming Organisation, which may include training to an Incoming Organisation.

Item 7. During the Transition Out Period, the Territory is only liable for:

- (1) payments under the existing payment terms of this Agreement for work conducted during the Transition Out Period;
- (2) any reasonable costs incurred by the Organisation that are directly attributable to additional services, required by the Territory, to facilitate the transition of the Services to the Incoming Organisation; and
- (3) any reasonable costs incurred by the Organisation that are directly attributable to a reduction in the scope of Services.

Item 8. During the Transition Out Period, the Organisation must:

- (1) fully co-operate with the Territory and Incoming Organisation to do all things as may be reasonably necessary to ensure the smooth transition of the Services to the Incoming Organisation without interruption;
- (2) use its best endeavours to resolve any issues arising out of the transition from the Organisation to the Incoming Organisation;
- (3) comply with all reasonable directions from the Territory;
- (4) upon request from the Territory or otherwise at the end of the Transition Out Period:
 - (a) provide to the Territory all documents which contain or relate to any Territory Information;
 - (b) deliver all existing data for Services provided up to the end of the Transition Out Period; and
 - (c) return to the Territory (or such other person as directed by the Territory) all Contract Material and Territory Material, data and other property or information provided by the Territory to the Organisation under this Agreement; and
- (5) engage in briefings as required by the Territory and the Incoming Organisation with a view to ensuring that the Territory or Incoming Organisation have sufficient information to provide the Services.

ATTACHMENT A

FINANCIAL REPORT (Item 1(3) Schedule 3)

Organisation:		
Reporting Period:	<i>(July – December 20##, January – June 20##)</i>	
A: Total amount of Agreement funds on hand at commencement of reporting period (carry-over funds from previous period):		\$
B: Total funding received in this reporting period (ACT Health Funds only): (Reporting Period: July – December or January - June)		\$
Expenditure Items (e.g. salaries and wages, service delivery, program materials, program events, administration costs, equipment)	Funding Expenditure (GST exclusive)	
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$
C: Total expenditure of items:		\$
D: Total of unexpended funds remaining (A+B-C):		\$
E: Variance 10% +/-:		\$

** The Organisation MUST provide the Territory with an explanation of variations of 10% (surplus/deficit) of expenditure by program. **

Other funding received (expended only on activities listed in Schedule 2):	\$
<u>Please list expenditure items and funding source:</u>	

I certify that the above program funding was used for the approved purpose(s). To the best of my knowledge and belief, the Statement of Income and Expenditure covering the program is true and fair.

Signature of Delegate: _____ Position: _____

Print name of Delegate: _____ Date: _____

This Report is to be emailed to psrcontracts@act.gov.au.

ATTACHMENT B
PERFORMANCE REPORT
(Item 2(3) Schedule 3)

Organisation:	
Program Name:	
Agreement Number:	
Reporting Period:	<i>(July – December 20##, January – June 20##)</i>

1. Outcomes (Schedule 2) <i>Please provide a brief statement against how you are achieving the identified Outcomes.</i>	
2. Outputs (Schedule 2) <i>Please provide a brief update on progress made against your identified Outputs.</i>	
3. Performance Indicators (Schedule 2) <i>Please provide a brief update on progress made against your identified Performance Indicators.</i>	
Quantitative Indicators	
Qualitative Indicators	
4. Performance Requirements (Schedule 2) <i>Please provide a brief update on progress made against your identified Performance Requirements.</i>	
5. Quality Standards (Schedule 2)	
Do you actively use and participate in assessment against the <u>Quality Standards</u> detailed in Item 6 Schedule 2 in working towards quality improvement?	<i>(Yes/No) – If answered ‘No’ please provide further information.</i>
Have you reviewed your practice against these <u>Quality Standards</u> in this reporting period?	<i>(Yes/No) – If answered ‘No’ please provide further information.</i>
6. Planning and Policy Implications (Item 2(2) Schedule 3) – maximum 1000 words <i>This may be provided at least once each 12 months of the Agreement Period. If you do not wish to report on this Item please put N/A.</i>	

Signature of Delegate: _____ Position: _____

Print name of Delegate: _____ Date: _____

This Report is to be emailed to psrcontracts@act.gov.au.



Ms Philippa Moss
 Executive Officer of Meridian Incorporated
 Meridian Incorporated
 Email: contact@meridianact.org.au

Agreement Number:	2015.27504.650
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LETTER OF VARIATION

Dear Ms Moss

I refer to the Service Funding Agreement ('Agreement') dated 16 August 2016 between the Australian Capital Territory, represented by ACT Health Directorate (the 'Territory') and Meridian Incorporated (the 'Organisation') ABN 97 812 719 846.

Clause 14.2 allows for the Agreement to be varied or the Agreement Period extended only by the written agreement of the parties prior to the expiration of the Agreement.

The Territory proposes to vary the Agreement as set out below. The variation will take effect from 1 July 2022 for the term outlined in Schedule 1, while the outcome of commissioning processes are finalised for the future.

Variation/s:

- (1) **Schedule 1** is deleted and replaced with the attachment to this Agreement titled **Schedule 1**.
- (2) **Schedule 2** is deleted and replaced with the attachment to this Agreement titled **Schedule 2**.
- (3) **Schedule 3** is deleted and replaced with the attachment to this Agreement titled **Schedule 3**.
- (4) **Schedule 4** is deleted and replaced with the attachment to this Agreement titled **Schedule 4**.
- (5) **Schedule 5** is deleted and replaced with the attachment to this Agreement titled **Schedule 5**.
- (6) **Schedule 6** is deleted and replaced with the attachment to this Agreement titled **Schedule 6**.
- (7) **Attachment A** is deleted and replaced with the attachment to this Agreement titled **Attachment A**.
- (8) **Attachment B** is deleted and replaced with the attachment to this Agreement titled **Attachment B**.

All other provisions of the Agreement remain unchanged.

We have not been able to include the 2022-23 indexation rate in your Funding Amount in Schedule 4, as the ACT Health Directorate has not yet been advised of the indexation rate for next year. Once we have been advised of the 2022-23 indexation rate, we will provide you with a Letter of Indexation which will outline your full funding amount for 2022-23, including indexation.

In order for this amendment to take effect, please indicate your agreement by signing and returning a scanned copy of this letter to the Territory at the following email address: SHBBVpolicy@act.gov.au.

Upon executing the letter, the Territory will promptly return a fully executed copy to you.

Please note that there will be no legally enforceable change in relationship between the parties or additional payments made until the execution of this letter by a duly authorised officer of the Territory. Please also note that the party who signs the letter last is the party that dates the letter; please do not date the letter when signing.

If you have any queries in relation to this variation, please contact your contract manager via email SHBBVpolicy@act.gov.au. You can also contact the Community Sector Contracts and Grants Unit by telephone (02) 5124 9878 or via email PSRContracts@act.gov.au.

Yours sincerely



Victor Martin
Executive Branch Manager,
ACT Health Protection Service
30 June 2022

Agreement to the variation/s described in this letter signed on: 30 June 2022

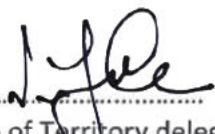
SIGNED for and on behalf of the AUSTRALIAN)
CAPITAL TERRITORY in the presence of:)

[Redacted]

Signature of witness

Rebecca Moroney

Print name


Signature of Territory delegate

Victor Hugo Martin

Print name

SIGNED for and on behalf of)
MERIDIAN INCORPORATED)
ABN 97 812 719 846)

In the presence of:

[Redacted]

Signature of witness

Deborah Simpson

Print name

[Redacted]
Signature of director

Philippa Moss-CEO

Print name and position

[Redacted]
Signature of second authorised officer

Marcus Bojie-Manager
Print name and position HIV Services

Affix common seal

Note:

- Date:** Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.
- Company:** Must be signed in accordance with section 127 of the *Corporations Act 2001 (Cth)*, for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.
- Individual:** Must be signed by the individual Recipient and witnessed.
- Incorporated Association:** Must be signed in accordance with the Recipient's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

SCHEDULE 1

AGREEMENT DETAILS AND FURTHER DEFINITIONS

Item 1. TERRITORY

ACT Health Directorate of 2-6 Bowes Street, WODEN ACT 2606

Territory's Agreement Manager means:

Fellon Gaida, Assistant Director
Public Health Regulation and Projects
25 Mulley Street
Holder ACT 2611

Email: SHBBVpolicy@act.gov.au

Item 2. ORGANISATION

Meridian Incorporated
Havelock House, 85 Northbourne Avenue TURNER ACT 2612

Organisation's Agreement Manager means:

Executive Director
Meridian Incorporated

Havelock House, 85 Northbourne Avenue TURNER ACT 2612

Email: contact@meridianact.org.au

Item 3. AGREEMENT PERIOD

The period commencing 16 August 2016 and ending 31 December 2023.

Item 4. COMMISSIONING PARTNERSHIP APPROACH

The Organisation will provide input to the process to commission health services, and will work collaboratively in partnership with the Territory to improve service outcomes and identify opportunities for innovation.

As part of a partnership approach to commissioning, both parties are encouraged to meet regularly and raise any issues, discuss activities, deliverables or outcomes and to work in partnership to develop solutions and services that best support the ACT community.

The Approach to Commissioning is detailed in https://www.communityservices.act.gov.au/_data/assets/pdf_file/0010/1809874/The-ACT-Approach-to-Commissioning-July-2021.pdf

Item 5. FURTHER DEFINITIONS

In this Agreement unless the contrary intention appears:

Critical Incident means a traumatic event or situation, either accidental or deliberate, which causes a significant risk of substantial or serious harm to the physical or mental health, safety, or well-being of a person. Non life-threatening events may qualify as critical incidents.

Premises means any premises where the Organisation operates or provides services.

Item 6. INSURANCES

- (1) The Organisation will effect and maintain public liability coverage of not less than \$10 million in respect of each claim.
- (2) The Organisation will effect and maintain professional indemnity insurance with coverage in the amount of not less than \$5 million in respect of each claim and in the annual aggregate.
- (3) Workers Compensation insurance to the extent required by any law of the Commonwealth or of the State and Territory in which the services under the Agreement are performed.

Item 7. TERRITORY MATERIAL – INTELLECTUAL PROPERTY RIGHTS

Not used.

Item 8. CONFIDENTIAL TEXT

Not used.

Item 9. GROUNDS FOR CONFIDENTIALITY OF CONFIDENTIAL TEXT

Not used.

Item 10. KEY PERSONNEL

Not used.

SCHEDULE 2

THE SERVICES

Item 1. THE SERVICES

- (1) The Organisation will provide a comprehensive range of care and support services, events, activities, and programs with a focus on peer-based education and prevention, to build strong, connected and supportive communities that are free of new Human Immunodeficiency Virus (HIV) transmissions, marginalisation, discrimination and stigma.

- (2) The Organisation will progress the broad policy goals of the current:
 - (a) National Strategies for Hepatitis B, Hepatitis C, HIV, Sexually Transmissible Infections, and Aboriginal and Torres Strait Islander Blood Borne Viruses and Sexually Transmissible Infections;
 - (b) National Strategic Framework for Chronic Conditions;
 - (c) Hepatitis B, Hepatitis C, HIV and Sexually Transmissible Infections: ACT Statement of Priorities;
 - (d) ACT Government Canberra Social Plan;
 - (e) Canberra Plan -Towards Our Second Century;
 - (f) ACT Lesbian, Gay, Bisexual, Transgender, Intersex and Queer (LGBTIQ+) Strategy
 - (g) ACT Budget: Social Inclusion Statement; and
 - (h) Successors of these documents as in place from time to time.

- (3) Target Groups:
 - (a) People living with Human Immunodeficiency Virus (HIV);
 - (b) Gay men and other men who have sex with men;
 - (c) Lesbian, gay and bisexual communities;
 - (d) Transgender and gender diverse communities;
 - (e) People who inject drugs;
 - (f) Women;
 - (g) Young people;
 - (h) Ageing people;

- (i) Sex Workers, including culturally and linguistically diverse sex workers and their clients;
- (j) Culturally and linguistically diverse people and people from high HIV prevalence countries, including international students;
- (k) People who travel to high HIV prevalence countries;
- (l) Aboriginal and Torres Strait Islander people;
- (m) People in custodial settings; and
- (n) Service Providers.

Item 2. OUTCOMES

- (1) Contribute to a reduction in the transmission and incidence of HIV and AIDS in the ACT.
- (2) Improved access to appropriate, quality support services for people living with and impacted by HIV and AIDS.
- (3) A safe community, where there is respect for all people, regardless of HIV status, sexual orientation, or gender identity.
- (4) A strong, effective, and sustainable community organisation.

Item 3. OUTPUTS

- (1) Contribute to the virtual elimination of new HIV transmissions and work to minimise the personal and social impacts by:
 - (a) Providing high quality and tailored information, peer-led education, services, and resources about the prevention of HIV, focusing on high-risk groups including young people, men who have sex with men (MSM) (including transgender, Asian born gay men and Aboriginal and Torres Strait Islander men);
 - (b) Promoting the consistent and effective use of condoms and other prevention methods, including Pre-Exposure Prophylaxis (PrEP), Post- Exposure Prophylaxis (PEP) and Treatment as prevention and supporting widespread access across priority settings;
 - (c) Delivering outreach and other programs to promote the benefits of sexual health testing;
 - (d) Advocating for, and helping arrange supported access to, new prevention, testing and treatment technologies in community-based settings;
 - (e) Commemorating and remembering people who have died due to HIV and AIDS related illnesses; and

-
- (f) Maintaining high rates of HIV and STI testing and treatment amongst the sex worker industry.
- (2) Improve access to appropriate, quality support services for people living with and impacted by HIV and AIDS by:
- (a) Ensuring that people diagnosed with HIV are promptly linked to treatment, ongoing care, and peer support;
 - (b) Providing counselling services to individuals and families living with and impacted by HIV and AIDS;
 - (c) Providing peer-support networks for people living with and impacted by HIV and AIDS;
 - (d) Providing services and programs that support the health and wellbeing of people living with HIV and AIDS as they live and work in the community;
 - (e) Advocating for access to contemporary and appropriate treatment, including using PrEP treatment as a tool for prevention; and
 - (f) Responding to emerging needs.
- (3) Create a safe community, where there is respect for all people, regardless of HIV status, sexual orientation, or gender identity by:
- (a) Leading and supporting events and programs that build community connection and cohesion, and work to eliminate stigma and discrimination;
 - (b) Undertaking capacity-building activities that support mainstream organisations to provide safe and welcoming spaces, and accessible and appropriate services to members of the LGBTQ communities;
 - (c) Providing programs and supports for young people and others who require support around sex and gender identity and related issues;
 - (d) Continuing to build the Council's role to train and educate individuals and organisations about creating an inclusive and supportive community for all with a focus on peer-led education; and
 - (e) Building the Council's Sex Worker Outreach Program as a leader in sex worker health policy and program delivery.
- (4) Invest in the organisation to ensure ongoing sustainability by:
- (a) Developing new programs based on emerging community needs;
 - (b) Building and nurturing strategic partnerships with government, non- government and philanthropic organisations;

- (c) Building volunteering and membership as a focus for the Council to succeed as a peer-led, community based, grass roots organisation;
 - (d) Building a strong evidence base that compares the results achieved by peer-led, community-based HIV organisations to non-community organisations;
 - (e) Supporting sound corporate governance and strategic management of the Council; and
 - (f) Investing in staff to promote the Council as an employer of choice in the ACT community sector.
- (5) Ensure that the information, education, and services delivered are:
- (a) Peer-led;
 - (b) High quality;
 - (c) Evidence based;
 - (d) Accessible;
 - (e) Integrated;
 - (f) Targeted; and
 - (g) Culturally appropriate.

Item 4. PERFORMANCE INDICATORS

(1) Quantitative Indicators

- (a) Contribute towards the virtual elimination of new HIV transmissions and work to minimise the personal and social impacts.
 - 1. Deliver HIV prevention activities to support priority populations make informed decisions to reduce the risk of HIV transmission:
 - I. Number of HIV prevention activities delivered.
 - II. Participant self-rating effectiveness scale.
 - 2. Provide increased access, awareness, and availability of BBV and STI testing including HIV:
 - I. Number of outreach testing activities.

-
- II. Number of engagements with online testing resources delivered by the Council.
 3. Deliver HIV-positive support activities that help people living with HIV make informed decisions to reduce the risk of HIV transmission:
 - I. Number of positive services delivered.
 - II. Participant self-rating effectiveness scale.
 4. Deliver the Sex Work Outreach Program (SWOP) to support sex workers to make informed decisions to reduce the risk of HIV and STI transmission:
 - III. Number of SWOP outreach sessions delivered to brothels and private workers.
 - IV. Self-rating effectiveness - sex workers have the information and support they need to make informed choices
 5. Provide professional counselling to those impacted by HIV:
 - I. Occasions of service.
 - II. Participant self-rating effectiveness scale.
 6. Provide case management and peer navigation to people living with HIV:
 - i. Occasions of service.
 - ii. Percentage of clients referred to HIV treatment
 - iii. Participant self-rating effectiveness scale.
 - (b) Create a safe community where there is respectful for all people, regardless of HIV status, sexual orientation or gender identity.
 1. Provide LGBTQ people with access to safe and inclusive spaces where they can express their identities and develop supportive peer relationships:
 - I. Number of LGBTQA+ activities delivered.
 - II. Participant self-rated effectiveness scale.
 2. Provide community events to enhance community connection and

cohesion:

- I. Number of community events delivered.
 - II. Participant self-rating effectiveness scale.
3. Provide a range of training to equip service providers with the knowledge and resources necessary to provide more inclusive services:
- I. Number of HIV awareness sessions delivered.
 - II. Number of LGBTQA+ awareness sessions delivered.
 - III. Number of Sex Worker Awareness Training (SWAT) sessions delivered.
 - IV. Training participant self-rating effectiveness scale.

(c) For all programs, provide the following client demographics:

1. Gender;
2. Age;
3. Aboriginal or Torres Strait Islander status;
4. Being of Cultural and Linguistically Diverse background; and
5. LGBTIQ+ status

(2) Qualitative Indicators

(a) Contribute towards the virtual elimination of new HIV transmissions and work to minimise the personal and social impacts:

- (i) Describe the impact of high quality, peer-led community-based programs, services, education, and resources about the prevention of HIV.
- (ii) Four case studies or narrative reports delivered annually.

Item 5. PERFORMANCE REQUIREMENTS

(1) The information, education and services delivered are:

(a) High quality;

- (b) Evidence based;
 - (c) Accessible;
 - (d) Integrated;
 - (e) Targeted at priority populations; and
 - (f) Culturally appropriate.
- (2) The Organisation will:
- (a) work with existing community and health service facilities beyond the primary service offered to expand regional reach.
 - (b) conduct collaboration, common data collection, collective impact, and reporting, as appropriate, for areas of shared/crossover work with other organisations working in the sexually transmissible infections and blood borne viruses environment.
 - (c) implement strategies to ensure access by Aboriginal and Torres Strait Islander people and those from culturally and linguistically diverse backgrounds.
- (3) The Organisation will take all reasonable measures to ensure employees and volunteers maintain current Working with Vulnerable People registration, appropriate to their position.

Item 6. QUALITY STANDARDS

- (1) In delivering services, the Organisation is required to:
- (a) actively use and participate in assessment against Raising the Standard in working towards quality improvement and review its practice against these standards annually;
 - (b) comply with other standards as relevant to the services being delivered including Home Care Standards, National Standards for Mental Health Services and National Safety and Quality Health Service Standards
 - (c) use the *ASHM Decision Making in PrEP* prescribing pathway to determine clients HIV risk level.

Item 7. CRITICAL INCIDENTS INVOLVING SERVICE USERS

- (1) The Organisation must ensure it has processes in place to manage Critical Incidents. ACTHD must be notified of Critical Incidents involving Service Users and occurring within the context of the delivery of the funded service. Notification is to be made within 48 hours of the

Organisation becoming aware of the Critical Incident or as soon as reasonably practicable.
Notification to be sent to PSRContracts@act.gov.au and SHBBVpolicy@act.gov.au

- (2) The Organisation must provide the following details to the Territory:
- (a) details of the Critical Incident;
 - (b) how the Critical Incident was managed by the Organisation;
 - (c) if the Critical Incident was reported to relevant authorities; and
 - (d) any consequences of the Critical Incident.

SCHEDULE 3

REPORTING

Item 1. FINANCIAL REPORTS

- (1) The Organisation will provide the Territory with:
 - (a) an **Audit Report** by 30 November in each year of the Agreement Period, and by 30 November of the first year after the end of the Agreement Period. The report should comprise a cash/financial statement as at the end of the Reporting Period providing full details of expenditure of the Funding Amount;
 - (b) **Financial Reports** or **Acquittals**, on a half yearly basis within 30 days of 31 December and 30 June of each financial year of the Agreement Period; and/or
 - (c) any other documentation as the Territory may require, including receipts and any other evidence of expenditure of the Funding Amount.
- (2) For the purposes of this **Item 1**, the following definitions apply:
 - (a) **Acquittal** means report of how the Organisation has used the Funding Amount;
 - (b) **Audit Report** means a report on the Organisation's accounts that has been prepared by a person who is entitled to prepare an audit report under the relevant legislation;
 - (c) **Financial Report** means the annual report of the Organisation that details cash flow, including income and expenditure that has been prepared by an officer of the Organisation.
- (3) For the purposes of this **Item 1**, the Organisation will submit the above Reports in the format as provided by the Territory at **Attachment A**.
 - (a) The Organisation **MUST** provide the Territory with an explanation of variations of 10% (surplus/deficit) of expenditure by program, or at the request of the Territory.
 - (b) ACTHD is currently in the process of working with community partners to develop a new performance reporting structure. It is expected that the Organisation will contribute to the design process and agree to transition to the new financial reporting structure once it has been finalised.

Item 2. PERFORMANCE REPORTS

- (1) The Organisation will submit Performance Reports which report against the **Items** in **Schedule 2**, to be provided to the Territory on a half yearly basis within 30 days of 31 December and 30 June of each financial year of the Agreement Period.
- (2) The Organisation may report against planning and policy implications annually for each financial year of the Agreement Period, and provide information on:

- (a) new or unmet needs;
 - (b) service gaps;
 - (c) innovations in service delivery;
 - (d) suggestions for policy change; and
 - (e) system issues.
- (2) For the purposes of this **Item 2**, the Organisation will submit the above Reports in the format as provided by the Territory at **Attachment B**.
- (a) ACTHD is currently in the process of working with community partners to develop a new performance reporting structure. It is expected that the Organisation will contribute to the design process and agree to transition to the new performance reporting structure once it has been finalised.

Item 3. ANNUAL REVIEW

Each year of the Agreement Period, the Territory's and Organisation's Agreement Managers (and such other persons invited by either Agreement Manager) will meet to review the Agreement and the performance of the Services (**Review**) except in the final year of the Agreement Period where the Review will be conducted at least three months before the end of the Agreement Period.

SCHEDULE 4

FUNDING AMOUNT AND PAYMENT

Item 1. FUNDING AMOUNT

For the Services described in **Item 1 Schedule 2**, the following table applies.

SFA/DEED OF GRANT 2015.27504.650	2021-22 Base Funding GST exclusive	2022-23 Indexation GST exclusive	2022-23 Base Funding GST exclusive
Meridian Incorporated	\$1,253,959.17	TO BE CONFIRMED	\$1,253,959.17

- (1) The Territory will pay the Funding Amount, or part thereof, in advance by way of electronic funds transfer, for the Services provided by the Organisation, within ten (10) business days of:
- (a) 30 June; and
 - (c) 31 December.

Item 2. INDEXATION

- (1) The Territory will pay the Organisation in respect of each financial year of the Agreement Period, the Funding Amount as indexed in accordance with the indexation rate as notified from time to time by the Territory or by the Commonwealth of Australia.
- (2) The Territory will notify the Organisation in writing of the applicable indexation rate.

SCHEDULE 5 SPECIAL CONDITIONS

Item 1. FORM OF ACKNOWLEDGEMENT

The Service will use the following acknowledgement on any published item, “supported by ACT Health Directorate” and include the ACT Government logo. The ACT Government logo and relevant information on branding can be found at <https://www.act.gov.au/branding>.

Item 2. CHANGE OF CONTROL

Not used.

Item 3. ASSETS

Not used

SCHEDULE 6

TRANSITION OUT

Item 1. To the extent of any inconsistency with **clause 13**, this **Schedule 6** takes precedence.

Item 2. In this **Schedule 6** the following definitions apply:

“Transition Out” means the activities undertaken by the Organisation towards the end of this Agreement, which results in the progressive reduction of Services and the progressive handover of responsibilities to a new organisation (**Incoming Organisation**), while ensuring that there is no interruption to the Services.

“Transition Out Date” means:

- (1) a date six (6) months from the end of the Term; or
- (2) if this Agreement is earlier terminated and the Organisation is notified that this **Item** will apply, the date as specified in the notice of termination.

“Transition Out Period” means the period commencing on the Transition Out Date and ending at the end of the Term.

- (3) The parties acknowledge that the objective of the Transition Out Period is to prepare for and undertake the activities, including Transition Out activities, necessary to enable the orderly transition of the Services to the Incoming Organisation.

Item 3. The Organisation acknowledges that:

- (1) it is essential that there is no interruption to the provision of the Services as a result of the transition from the Organisation to the Incoming Organisation; and
- (2) the Organisation will be required to provide the Services in full until the end of the Transition Out Period.

Item 4. The Organisation must develop a Transition Out plan satisfactory to the Territory within six months of the start of the Agreement.

Item 5. The Territory may at any time, by notice to the Organisation, require a reduction in scope of Services being provided by the Organisation during the Transition Out Period.

Item 6. The Territory may at any time during the Transition Out Period, by notice to the Organisation, require additional services to facilitate the transition of the Services to the Incoming Organisation, which may include training to an Incoming Organisation.

Item 7. During the Transition Out Period, the Territory is only liable for:

- (1) payments under the existing payment terms of this Agreement for work conducted during the Transition Out Period;
- (2) any reasonable costs incurred by the Organisation that are directly attributable to additional services, required by the Territory, to facilitate the transition of the Services to the Incoming Organisation; and
- (3) any reasonable costs incurred by the Organisation that are directly attributable to a reduction in the scope of Services.

Item 8. During the Transition Out Period, the Organisation must:

- (d) fully co-operate with the Territory and Incoming Organisation to do all things as may be reasonably necessary to ensure the smooth transition of the Services to the Incoming Organisation without interruption;
- (e) use its best endeavours to resolve any issues arising out of the transition from the Organisation to the Incoming Organisation;
- (f) comply with all reasonable directions from the Territory;
- (g) upon request from the Territory or otherwise at the end of the Transition Out Period:
 - (a) provide to the Territory all documents which contain or relate to any Territory Information;
 - (b) deliver all existing data for Services provided up to the end of the Transition Out Period; and
 - (c) return to the Territory (or such other person as directed by the Territory) all Contract Material and Territory Material, data and other property or information provided by the Territory to the Organisation under this Agreement; and
- (h) engage in briefings as required by the Territory and the Incoming Organisation with a view to ensuring that the Territory or Incoming Organisation have sufficient information to provide the Services.

ATTACHMENT A
FINANCIAL REPORT
(Item 1(3) Schedule 3)

Organisation:	
Program Name:	
Agreement Number:	
Reporting Period:	
A: Total amount of Agreement funds on hand at commencement of reporting period (surplus funds from previous period):	\$
B: Total funding received in this reporting period (ACT Health Funds only):	\$
<u>Expenditure Items</u> (e.g. salaries and wages, service delivery, program materials, program events, administration costs, equipment)	Funding Expenditure (GST exclusive)
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
C: Total expenditure of items:	\$
D: Total of unexpended funds remaining (A+B-C):	\$
E: Variance 10% +/-:	\$

** The Organisation MUST provide the Territory with an explanation of variations of 10% (surplus/deficit) of expenditure by program. **

Other funding received (expended only on activities listed in Schedule 2):	\$
<u>Please list expenditure items and funding source:</u>	

I certify that the above program funding was used for the approved purpose(s). To the best of my knowledge and belief, the Statement of Income and Expenditure covering the program is true and fair.

Signature of Delegate: _____ Position: _____

Print name of Delegate: _____ Date: _____

This Report is to be emailed to psrcontracts@act.gov.au.

ATTACHMENT B
PERFORMANCE REPORT
(Item 2(3) Schedule 3)

Organisation:	
Program Name:	
Agreement Number:	
Reporting Period:	

1. Outcomes (Schedule 2) <i>Please provide a brief statement against how you are achieving the identified Outcomes.</i>	
2. Outputs (Schedule 2) <i>Please provide a brief update on progress made against your identified Outputs.</i>	
3. Performance Indicators (Schedule 2) <i>Please provide a brief update on progress made against your identified Performance Indicators.</i>	
Quantitative Indicators	
Qualitative Indicators	
4. Performance Requirements (Schedule 2) <i>Please provide a brief update on progress made against your identified Performance Requirements.</i>	
5. Quality Standards (Schedule 2)	
Do you actively use and participate in assessment against the <u>Quality Standards</u> detailed in Item 6 Schedule 2 in working towards quality improvement?	<i>(Yes/No) – If answered 'No' please provide further information.</i>
Have you reviewed your practice against these <u>Quality Standards</u> in this reporting period?	<i>(Yes/No) – If answered 'No' please provide further information.</i>
6. Planning and Policy Implications (Item 2(2) Schedule 3) – maximum 1000 words <i>This may be provided at least once each 12 months of the Agreement Period. If you do not wish to report on this Item please put N/A.</i>	

Signature of Delegate: _____

Position: _____

Print name of Delegate: _____

Date: _____

This Report is to be emailed to psrcontracts@act.gov.au.