SERVICE AGREEMENT

between

The State of Queensland acting through Queensland Health

and

<Organisation>, Org Id: <Org ID>
<Service Provider>, SPID: <SPID>

For The Term

dd mm yyyy to dd mm yyyy
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THIS AGREEMENT is made

BETWEEN: The State of Queensland, acting through Queensland Health, of 147-163 Charlotte Street, Brisbane in the State of Queensland

(“Queensland Health”);

AND: <Organisation>

(“Organisation”);

RECITALS:

A. The Organisation is involved in providing the Services outlined in Schedules 2 and 3.

B. The Organisation has been approved to receive funding on the terms and conditions set out in this Agreement in exchange for the performance of the Services set out in Schedules 2 and 3.

The Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the contrary intention appears, the following words and phrases shall have the following meanings:

“Agreement” means this Service Agreement and any schedules attached to this Agreement;

“Annual Financial Report” means an Annual Financial Report as required by clause 7.1(b);

“Assets” includes land, buildings, plant, furniture, computing hardware, vehicles, white goods, kitchen items, photocopiers and other equipment acquired with the Funds for the provision of the Services;

“Auditor” or “Accountant” means:

(a) for an Organisation that is a Local Government - the Local Government’s accounting officer or chief executive officer as the case may be; or

(b) for other Organisations - a member or person eligible to be a member of the Institute of Chartered Accountants in Australia or CPA Australia, who is currently in practice and is not an officer, employee, subcontractor or member of the Organisation.

“Business Day” means any day that is not a Saturday, Sunday or public holiday in Brisbane, Queensland;

“Clients” means Clients of the type described in the schedules;

“Commencement Date” means the date reflected on the cover of this Agreement;

“Completion Date” means the date reflected on the cover of this Agreement;

“Confidential Information” means any information, disclosed, or made available, by Queensland Health to the Organisation, that:

(a) is by its nature confidential;
(b) is designated by Queensland Health as confidential; or
(c) the Organisation knows or ought to know is confidential,

and includes:

(d) information concerning the commercial operations, dealings, transactions, financial arrangements or affairs of Queensland Health;

(e) the terms of this Agreement, other than:
   (i) the payment of the Funds by Queensland Health to the Organisation;
   (ii) the amount of the Funds; and
   (iii) details of the Services.

“Director-General” means the Director-General of Queensland Health;

“Disability Services” means those Disability Services identified in this Agreement and/or any Schedule attached to it relative to the DS NMDS Service Types as defined in the current DS NMDS;

“Existing Material” means any material which contains Intellectual Property Rights in existence before the Commencement Date;

“Exit Strategy” means the exit strategy identified in this Agreement which the parties must implement and follow to exit the Agreement;

“Funded Material” means the Intellectual Property rights in all material that is created by the Organisation for the purpose of providing the Services, including but not limited to documents, brochures, reports and data stored by any means. This does not include newsletters;

“Funds” or “Funding” means the approved amount of funding for the Organisation set out in Schedule 2, to be provided by Queensland Health under this Agreement for the provision of the Services and subject to variation in accordance with Clause 3;

“Hospital and Health Services” means the statutory bodies that are:
   (a) created under the Hospital and Health Boards Act 2011(Qld); and
   (b) responsible for the delivery of public health services within certain geographical boundaries within Queensland;

“Intellectual Property Rights” means all registered and unregistered rights in Australia and throughout the world for:
   (a) copyright;
   (b) trade or service marks;
   (c) designs;
   (d) patents;
(e) semiconductors or circuit layouts;
(f) source codes and object codes;
(g) trade, business or company names;
(h) indications of source or appellations of origin;
(i) trade secrets;
(j) know-how and confidential information;
(k) the rights to registration of any of the above; and
(l) the right to bring an action for infringement of any of the above;

but excludes Moral Rights.

“Moral Rights” means the moral rights conferred by the Copyright Act 1968 (Cth), including the right of integrity of authority, the right of attribution of authorship and the right not to have authorship falsely attributed;

“National Disability Agreement” (NDA) means the agreement that provides the national framework for the provision of government support to services for people with a disability. The NDA replaces the Commonwealth-State/Territory Disability Agreement (CSTDA);

“National Health Reform” means legal arrangements that are to be introduced by the Federal and State Governments as part of the framework for National Health and Hospital Reform, as announced by the Federal Government in the 2009-2010 financial year;

“Novatee” means the relevant independent Hospital and Health Service;

“Novation Notice” means the notice given by Queensland Health under clause 30 of this Agreement;

“Organisation” means the entity listed in the details of this Agreement as the “Organisation” in Schedule 1;

“Performance and Statistical Reports” means performance and statistical reports as required by clause 8;

“Periodic Financial Report” means a periodic financial report as required by clause 7; and

“Personal Information” means information or an opinion (including information or an opinion forming part of a database whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can be reasonably ascertained from the information or opinion);

“Services” means the provision of the Services identified in this Agreement and any Schedules attached to it including but not limited to Schedules 2 and 3;

“Service Type” means the NMDS classified Service Groups of seven (7) categories also known as “Service Groups”: accommodation support; community support; community access; respite; employment; advocacy, information and alternative forms of communication;
1.2 Reference to a person includes a reference to corporations and other entities recognised by law.

1.3 The singular includes the plural and vice versa.

1.4 Words importing one gender shall include a reference to all other genders.

1.5 In this Agreement the index and the headings to the clauses have been inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.

1.6 In the case of any inconsistency between the schedules and a clause contained in this Agreement, the provisions of the clause shall prevail to the extent of any inconsistency.

1.7 A reference to a statute, regulation, ordinance or by-law extends to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing it.

1.8 Where the day on or by which any act, matter or thing is to be done under this Agreement is a Saturday, Sunday or public holiday in Brisbane, Queensland, the act, matter or thing may be done on the next Business Day.

1.9 Any reference to a specific time is a reference to the time in Brisbane, Queensland.

1.10 A reference to a clause or schedule is a reference to a clause or schedule of this Agreement and includes any amendments made in accordance with this Agreement.

2. TERM

2.1 This Agreement commences on the Commencement Date and, unless previously varied or terminated pursuant to this Agreement, expires on the Completion Date;

2.2 The Organisation acknowledges that any Services provided after the Completion Date will only be provided under a new publically tendered service contract for a new term, unless mutually agreed in writing.

3. PAYMENT OF FUNDS

3.1 In consideration of the Organisation providing the Services to the Clients and complying with the terms and conditions of this Agreement, Queensland Health agrees to pay the Funds to the Organisation.

3.2 Queensland Health will provide Funding as set out in Schedule 2 of this Agreement payable quarterly in advance in July, October, January and April unless otherwise stated in Schedule 2. Funding is subject to appropriation and confirmation of the State Government budget. Where Funding is provided under a Federal Government / State Agreement then the Funding is provided subject to the confirmation of Federal Government Funding.

3.3 Queensland Health may reduce or withhold Funding as a result of changes to the State budget or any guidelines or policy of the State or Federal Government on three (3) months written notice to the Organisation. Any such written notice will become an addendum to this Agreement. Where Funding is reduced or withheld, Queensland Health will re-negotiate its requirements specified in the Service Agreement with the Organisation.

3.4 Queensland Health may increase Funding as a result of changes to the State budget or any guidelines or policy of the State or Federal Government or in accordance with any
supplementation rate determined appropriate and at times and in the manner determined by Queensland Health provided, however, that it shall first serve written notice on the Organisation of its intention to do so. In receiving any increased Funding, and in respect of the increased amount, the Organisation remains bound by all of the terms and conditions of this Agreement.

3.5 Queensland Health may vary the amount and timing of Funds installments as indicated in Clause 3.2 or as otherwise stated in Schedule 2, to monthly payments, should the Organisation fail to submit:

(a) Financial Reports as outlined in Clause 7;
(b) Performance and Statistical Reports as outlined in Clause 8; or
(c) as otherwise indicated in Clause 17.

3.6 If the Organisation has an operating surplus of moneys over expenditure at the end of the financial year and/or funding period for the provision of the Services, these funds should be transferred to an “Unexpended Funds Liability” on the balance sheet and remain there until such a time as Queensland Health may:

(a) offset the amount of the surplus moneys against any installment of the Funds;
(b) reallocate the surplus Funds to an alternative Queensland Health project;
(c) permit the Organisation to “roll-over” the unspent Funds into a future Queensland Health project or for a specified purpose; or
(d) by written notice require the Organisation to repay the surplus moneys (including any interest earned on the moneys) to Queensland Health within twenty-one (21) days of the date of such written notice. The amount of that surplus money shall be a debt due to Queensland Health and be recoverable as such.

3.7 Queensland Health may at any time by giving written notice, direct the Organisation to vary the nature, scope and timing of certain Services by:

(a) increasing, decreasing or omitting any part of the Services;
(b) changing the character or content of any part of the Services; or
(c) requiring the Organisation to perform additional work.

3.8 Where Queensland Health gives a notice to vary certain Services under this clause, the total Funds for those particular items will be proportionately increased or reduced (as the case may be) as determined by Queensland Health.

4. FUNDING FROM OTHER SOURCES

4.1 The Organisation must immediately notify Queensland Health in writing if the Organisation obtains funding for the Services covered by this Agreement from any other government source (whether Federal Government, State, or Local).

4.2 Upon receipt of notification under clause 4.1, Queensland Health may at its discretion offset the amount of that other Government funding against any installment of the Funds, in order to avoid duplication of funding.
4.3 Where the Organisation receives 50% or more of its total funding from Queensland Health and other Queensland Government agencies, the Organisation must not advocate for State or Federal legislative change. The Organisation must also not include links on their website to other organisations’ websites that advocate for State or Federal legislative change.

5. USE OF THE FUNDS AND FINANCIAL RESPONSIBILITIES

5.1 The Organisation must use the Funds to provide the Services as described in Schedules 2 and 3 for the Term of this Agreement. Upon receipt of the Funds, the Organisation must apply them as soon as practicable towards the provision of the Services.

5.2 The Organisation must not use the Funds other than for the provision of the Services.

5.3 If the Organisation receives:

(a) funding from sources other than Queensland Health; or

(b) funding from Queensland Health under a separate Service Agreement from this Agreement,

the Organisation must not:

(c) transfer amounts between the Funds and the other funding; or

(d) use the Funds for the Services for which the other funding was received, even if those Services are similar to the Services.

5.4 The Organisation must keep the Funds in an account with a recognised bank, building society or credit union.

5.5 The Organisation must keep proper and complete books of account and administrative records relating to the Funds. Those records and books of account must make it possible to separately identify the Funds and the receipt and expenditure of the Funds.

5.6 The Organisation must keep all administrative records and books of account which relate directly or indirectly to receipt and expenditure of the Funds for a minimum of seven (7) years.

5.7 The Organisation must do all things necessary to ensure that:

(a) all payments out of the Funds are correctly made and properly authorised;

(b) adequate control is maintained over the incurring of liabilities; and

(c) there is no misappropriation of, or dishonest dealings with, the Funds.

5.8 The Organisation must ensure that the following is applied solely for the provision of the Services:

(a) any interest earned on the Funds; and

(b) any income derived from the provision of the Services.
6. PERFORMANCE OF THE SERVICES

6.1 The Organisation must provide the full range of Services across the full geographic area described in Schedules 2 and 3 for the term of this Agreement, unless written consent has been provided by Queensland Health otherwise.

6.2 The Organisation must not change the type or geographic coverage of the Services without the written consent of Queensland Health.

6.3 The Organisation must provide the Services:

(a) in a competent, diligent and efficient manner; and

(b) in accordance with sound managerial and financial principles and practices.

6.4 The Organisation must ensure that in providing the Services it co-operates with other associated health and welfare organisations and activities.

6.5 The Organisation must not transfer, assign or subcontract the whole or any part of the Services to any other organisation or person except:

(a) if the Organisation’s application for the funding indicated that a part of the Services would be subcontracted, then the Organisation may subcontract the provision of that part of the Services; or

(b) with the written approval of Queensland Health, which may be granted or withheld in the absolute discretion of Queensland Health.

6.6 Where any part of the Services are subcontracted under clause 6.5 the Organisation must ensure that:

(a) all subcontractors adhere to and are bound by terms that are consistent with this Agreement, to the extent that those terms are applicable to the subcontractors;

(b) all subcontracts will not conflict with, or detract from Queensland Health’s rights under this Agreement;

(c) in the event of any inconsistency between any subcontract and this Agreement, this Agreement will prevail to the extent of any inconsistency; and

(d) all subcontractors:

   (i) are financially viable;

   (ii) have the relevant skills and expertise to carry out those activities which form their part of the Services; and

   (iii) are adequately insured in a manner that is consistent with the Organisation’s insurance obligations under this Agreement.

6.7 The Organisation must implement any general quality improvement processes and practices as recommended by Queensland Health or its appointed agents as part of any service reviews that it may conduct from time to time in respect of the funded Services.
6.8 In providing the Services, the Organisation must comply with all applicable Federal, State and Local Government laws, ordinances and regulations.

6.9 The Organisation must develop and maintain an exit strategy that states how Assets and records will be dealt with at the end of the term of this Agreement and provide a copy of this document to Queensland Health within six (6) months of the Commencement Date of this Agreement and as amended upon request by Queensland Health.

6.10 The Organisation acknowledges the non-recurrent nature of the funding under this Agreement and shall develop an exit strategy for all employees employed to carry out the Services under this Agreement, such exit strategy to include all arrangements for employees following the Completion Date. The exit strategy shall be made available at least six (6) months prior to the Completion Date and as amended, upon request by Queensland Health.

6.11 Queensland Health acknowledges that the authorised service providers listed in Schedule 1 may work with the Organisation in providing the Services.

6.12 The Organisation acknowledges and agrees that it remains solely responsible for all its obligations and liabilities in relation to the Services and as otherwise detailed under this Agreement, regardless of whether the Organisation or the authorised service providers perform the Services.

6.13 The Organisation must obtain the prior written consent of Queensland Health if it wishes to remove, add or amend an authorised service provider under this Agreement.

6.14 The Organisation will be responsible for ensuring that the authorised service providers supply any details required for the Organisation to fulfil its reporting obligations under this Agreement.

6.15 The Organisation must ensure that the authorised service providers are adequately provided for under its insurance or otherwise hold insurances in line with the requirements detailed in clause 11.1.

6.16 The Services must be provided in accordance and comply with the relevant Commonwealth and State legislation as well as any guidelines/program manuals/policies/procedures provided to you in relation to the Funding under this Agreement.

6.17 The Organisation acknowledges that data concerning this Agreement will be uploaded to the government’s open data portal https://data.qld.gov.au, such data including organisation name, services provided description, duration of agreement and funding amount.

7. FINANCIAL REPORTING

7.1 The Organisation must provide financial reports, including certifications to Queensland Health as follows:

(a) Periodic Financial Reports in the form set out in Schedule 4 and must include certifications as set out in Schedule 4;

(i) if the Funds are less than $20,000 per annum at the time of signing this Agreement, by 31 January and 31 July of each year, relating to the respective previous six (6) months; or

(ii) if the Funds exceed $20,000 per annum, by 30 April, 31 October and 31 January of each year, relating to the respective previous quarter and;
unless otherwise stated in Schedule 2.

(b) an Annual Financial Report - by 30 September of each year, relating to the previous financial year. The Annual Financial Report must be completed in the form set out in Schedule 4 and must include certifications as set out in Schedule 4.

(c) if the Funds exceed $20,000 per annum, the following documents must be submitted by 30 September of each year, unless otherwise stated by Queensland Health:

(i) full audited report (both full accounts and individual Income and Expenditure reports) which should include an Auditor’s independent declaration; and

(ii) the full audited financial statements (the balance sheet / notes to accounts / specific profit and loss for Queensland Health projects and consolidated profit and loss statements / depreciation schedule if any fixed assets additions / statement of financial position and the statement of financial performance).

8. PERFORMANCE AND STATISTICAL REPORTING

8.1 The Organisation must provide Performance Reports, in the form set out in Schedule 3 and Statistical Reports to Queensland Health unless otherwise stated in Schedule 2, as follows:

(a) if the Funds are less than $20,000 per annum at the time of signing this Agreement, no Performance or Statistical Reports are required unless otherwise stated in Schedule 2.

(b) if the Funds exceed $20,000 per annum:

(i) Performance Reports by 31 July and 31 January of each year, relating to the respective previous six (6) months.

(ii) Statistical Reports by 30 April, 31 July, 31 October and 31 January of each year, relating to the respective previous quarter.

9. REVIEW OF THE SERVICES

9.1 The Organisation acknowledges that an independent agency may be appointed by Queensland Health to review the Services.

9.2 The Organisation must co-operate fully with the independent agency in respect of the review.

9.3 The Organisation must implement any quality improvement action plan which may result from a review of the Services.

10. ASSETS

10.1 Unless specified in Schedules 2 and 3, the Organisation cannot purchase Assets valued more than $5,000.

10.2 Where the Organisation is funded for the purchase of Assets valued more than $5,000, as outlined in Schedules 2 and 3, the Organisation must record in a register the details of the Assets purchased.

10.3 The register shall contain the following information:

(a) model, engine or stock number and description;
(b) date of purchase and the name of the supplier;
(c) purchase/acquisition price;
(d) depreciation rate (prime cost or diminishing value) as provided under relevant sections of the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997*;
(e) the effective/useful life of the Asset; and
(f) written down value/book value or adjustable value.

10.4 The Organisation must use the Assets for or in connection with the provision of the Services and for no other purpose.

10.5 The Organisation must:

(a) maintain all Assets in good order and condition (including carrying out or arranging for any maintenance or repairs to keep the Asset in working order);
(b) take all reasonable steps to protect Assets against damage or theft; and
(c) take out and maintain insurance in relation to all Assets during the term of this Agreement.

10.6 The Organisation must not sell, lease, mortgage, encumber, dispose of, give away or destroy any Assets without the prior written consent of Queensland Health.

10.7 On the expiration or termination of this Agreement Queensland Health may require the Organisation to arrange for the return and transfer of all Assets to Queensland Health (including the signing of any necessary documents) and will otherwise deal with such Assets as directed by Queensland Health and at Queensland Health’s cost.

10.8 Goods purchased on behalf of individuals and families through Funding are not recognised as departmental assets and are therefore not subject to departmental financial policies related to the management of these assets.

### 11. INSURANCE

11.1 The Organisation must take out and maintain (with a reputable insurer) for the term of this Agreement the following insurances, unless otherwise specified by Queensland Health:

(a) workers’ compensation insurance in accordance with the *WorkCover Queensland Act 1996*;
(b) comprehensive insurance for vehicles;
(c) building and contents insurance;
(d) public liability insurance for not less than $20 million per occurrence;
(e) volunteers’ insurance; and
(f) professional indemnity insurance of not less than $20 million per occurrence.
11.2 The Organisation must, if requested, supply evidence of the currency of all insurances to Queensland Health within seven (7) days from the date of the request.

11.3 Queensland Health (at its discretion) may reduce the insurance amounts required under clause 11.1 subject to the Organisation submitting a satisfactory business case supported by evidence which confirms Queensland Health’s exposure to risk in connection with the delivery of the Services is minimal.

12. LIABILITY AND INDEMNITY

12.1 Any liability incurred by the Organisation in providing the Services shall be and remain the liability of the Organisation and not Queensland Health.

12.2 The Organisation indemnifies and keeps indemnified Queensland Health, its officers, employees and agents against all actions, proceedings, claims and demands that may be brought by any person in respect of, or arising directly or indirectly from, the provision of the Services by the Organisation, its employees, agents and subcontractors, including all costs, damages and expenses (including legal fees) reasonably incurred by Queensland Health, its officers, employees or agents in defending any action, proceedings, claim or demand.

12.3 The Organisation’s liability under this clause will be proportionately reduced to the extent that Queensland Health’s officers, employees, agents or contractors contribute to the loss that is the subject of the claim.

13. PUBLICATIONS

13.1 The Organisation must acknowledge the assistance received from Queensland Government in any promotional material, advertisement or press release that it publishes concerning matters arising under this Agreement. This acknowledgment shall also appear in the Organisation’s Annual Report.

13.2 If the Organisation intends to publish any Funded Material, the Organisation must obtain Queensland Health’s approval prior to publication. When seeking approval, the Organisation must clearly outline the intended audience and the purpose of the Funded Material.

13.3 Queensland Health and the Organisation nominate the Director, Funding and Contract Management Unit, Governance Branch as the contact person to discuss media opportunities, including the writing of articles and materials for distribution to the media.

13.4 The Queensland Government logo used by Queensland Health will be provided to the Organisation in an appropriate format on request. Contact should be made with the Integrated Communications Branch of Queensland Health on (07) 3234 0843.

14. INTELLECTUAL PROPERTY

14.1 Title to, and ownership of all Intellectual Property Rights in any Funded Material developed through Services performed under this Agreement, will vest, upon its creation, in the Organisation unless specified otherwise in Schedule 2.

14.2 Clause 14.1 does not affect the ownership of any Existing Material belonging to another party that is used in connection with the performance of Services under this Agreement.

14.3 For Existing Material, each party grants the other a perpetual, non-exclusive, non-transferable, royalty free licence to use Existing Material belonging to the other party for purposes related to:
(a) performing Services under this Agreement; and

(b) developing any Funded Material which may result from the performance of those Services under this Agreement.

14.4 The Organisation also warrants that it owns, or is legally authorised to use all Existing Material provided by it that is used in connection with performance of the Services.

14.5 The Organisation also grants Queensland Health a perpetual, non-exclusive, non-transferable, royalty-free licence to use the Funded Material and any Existing Material belonging to the Organisation that is incorporated into the Funded Material developed under this Agreement to:

(a) use, reproduce and adapt the Existing Material for its own use;

(b) perform any other act in relation to copyright subsisting in the Existing Material (including infringing any moral rights in the Existing Material);

(c) manufacture, sell, hire, exploit or commercialise any product or process connected with the Funded Material; or

(d) provide any service or licence to any third party.

14.6 This clause survives the expiry or early termination of this Agreement.

14.7 For avoiding doubt, the Organisation warrants that all officers, employees, agents or contractors involved in delivering any of the Services will be bound by this clause.

14.8 The Organisation must provide a copy of all Funded Material (on disk or otherwise) to Queensland Health with five (5) Business Days of receiving a request.

15. LEGAL STATUS AND CONSTITUTION DOCUMENTS

15.1 The Organisation must, within twenty-one (21) days from the Commencement Date:

(a) advise Queensland Health in writing of the principal office holders of the Organisation;

(b) provide a copy of the Organisation’s constitution, Memorandum or Articles of Association; and

(c) provide evidence of the registration of the company, association, trust or foundation and its ABN details.

15.2 The Organisation must advise Queensland Health in writing, within twenty-one (21) days of any changes in:

(a) the principal office holders of the Organisation;

(b) the postal or street address of the Organisation or;

(c) the Organisation’s constitution, Memorandum or Articles of Association.

15.3 The Organisation must immediately notify Queensland Health in writing of any change in its financial status which is likely to impact on the provision of the Services.
15.4 If requested by Queensland Health, the Organisation must provide financial details, office holder details or any other reasonable information in relation to any of the authorised service providers listed in Schedule 1.

16. ACCESS

16.1 The Organisation must allow unrestricted access, including access to any authorised service provider’s premises, by Queensland Health’s officers and agents to the Organisation’s land, equipment, buildings, books and records to enable Queensland Health to:

(a) identify all sources of Funding made to the Organisation in relation to the Services;
(b) carry out an audit or inspection in relation to the Services;
(c) review the Services being provided by the Subcontractor; or
(d) otherwise ascertain whether the terms and conditions of this Agreement are being complied with.

16.2 The Organisation must, if requested, allow Queensland Health’s officers or agents to attend any meetings of the Management Committee or Board of Directors of the Organisation. Queensland Health will only remain present at any such meetings during discussion of agenda items that relate to the provision of the Services. Queensland Health will not have any speaking rights at any such meeting and must not interfere with the orderly progress of the meeting.

16.3 Queensland Health will give at least five (5) business days notice to the Organisation before exercising these access rights and will name any persons requested to be available for interview, unless Queensland Health has reasonable grounds to suspect fraud or mismanagement.

16.4 The Organisation must co-operate with and provide whatever assistance is necessary to enable Queensland Health to exercise its rights under clauses 16.1 and 16.2 and the Organisation must not obstruct or hinder Queensland Health in any way.

16.5 The Organisation acknowledges and consents to Queensland Health accessing information about the Organisation from any other government source (whether Federal, State or Local Government, or an independent statutory body created under the Hospital and Health Boards Act 2011(Qld)), for the purpose of ensuring that the Organisation is complying with the terms and conditions of this Agreement.

17. TERMINATION AND BREACH

17.1 If the Organisation fails to comply with any of the provisions of this Agreement then Queensland Health may give the Organisation a notice to remedy the failure within twenty-one (21) days from the date on which the notice is given.

17.2 If the Organisation does not comply with a notice under clause 17.1, or if the Organisation;

(a) ceases to provide the Services at any time prior to the Completion Date; or
(b) becomes insolvent or is unable to pay its debts when due;
(c) becomes subject to any form of external administration;
(d) enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or
is wound up either voluntarily or involuntarily
then Queensland Health may immediately do any one or more of the following:

require the repayment to Queensland Health of any unexpended portion of the Funds, which shall be considered a debt due to Queensland Health and recoverable as such;
suspend payment of any further installment of the Funds to the Organisation (until further notice);
alter the payment of the Funds from quarterly to monthly installments (until further notice);
increase the frequency of financial or performance reporting by the Organisation;
arrange a review of the Services being provided by the Organisation;
appoint a financial controller to monitor the expenditure of the Funds;
appoint an Auditor to conduct an audit or inspection; or
terminate this Agreement.

Queensland Health may terminate this Agreement at any time without cause on one (1) month’s written notice to the Organisation.

Upon termination of this Agreement, the Organisation agrees all funding that has been paid to the date of termination will be in full and final satisfaction of any claims by the Organisation under this Agreement.

Termination of this Agreement will not:

affect any claim or action either party may have against the other by reason of any prior breach of this Agreement; or
relieve either party of any obligation under this Agreement which survives its early termination or expiry.

18. CONFIDENTIAL INFORMATION

The Organisation may use, copy and retain the Confidential Information:

solely for the purposes of this Agreement; and
in accordance with the terms of this Agreement.

The Organisation must:

ensure that the Confidential Information is protected against loss and unauthorised access, use, modification or disclosure;
ensure that any officers, employees and agents of the Organisation, including any authorised service providers, who need to know, or access the Confidential Information for the performance of the Agreement:
are made aware of the confidential nature of the Confidential Information;
(ii) do not, without the prior written consent of Queensland Health, disclose, allow access to, use or copy any of the Confidential Information for any purpose other than as required for the performance of this Agreement and in accordance with the terms of this Agreement; and

(iii) sign a confidentiality deed in similar terms to this Clause 18, if requested by Queensland Health;

(c) not directly or indirectly disclose all or any part of the Confidential Information to a third party, unless:

(i) the disclosure is necessary for the purposes of this Agreement;

(ii) Queensland Health has consented to the disclosure;

(iii) the information enters, or has entered, the public domain, other than by reason of a breach of this Clause 18;

(d) immediately notify Queensland Health if;

(i) a disclosure of the Confidential Information is required by law; or

(ii) it becomes aware of a breach of this Clause 18; and

(e) if requested by Queensland Health, immediately return all or part of the Confidential Information in its control or possession.

19. PERSONAL INFORMATION

19.1 This clause 19 applies if:

(a) the Organisation (in performing Services under this Agreement) will in any way deal with Personal Information for Queensland Health; or

(b) the Services under this Agreement will involve:

(i) the transfer of Personal Information to Queensland Health; or

(ii) the provision of services to a third party for Queensland Health.

19.2 The Organisation acknowledges that it is either an agency or a bound contracted service provider under the Information Privacy Act 2009 (Qld).

19.3 Unless authorised by law, the Organisation must:

(a) when providing the Services, comply with parts 2 and 3 of Chapter 2 of the Information Privacy Act 2009 as if the Organisation was Queensland Health;

(b) ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;

(c) not use Personal Information other than for the purposes directly related to performing Services under this Agreement;
(d) not disclose Personal Information without the prior written consent of Queensland Health;

(e) not transfer any Personal Information outside of Australia without the prior written consent of Queensland Health;

(f) ensure that access to Personal Information is restricted to those persons who require access in order to perform their duties under this Agreement;

(g) ensure that its officers, employees, agents and contractors comply with the same obligations imposed on the Organisation under this clause;

(h) fully and promptly cooperate with Queensland Health to enable Queensland Health to respond to any applications or privacy complaints which require access to, or amendment of, a document containing a person’s Personal Information;

(i) immediately notify Queensland Health if the Organisation becomes aware or any unlawful use or disclosure of Personal Information in its possession or control;

(j) comply with such other privacy and security measures required by Queensland Health as advised in writing from time to time; and

(k) if requested by Queensland Health, promptly return or destroy any record, document or file which contains Personal Information in accordance with Queensland Health’s instructions upon expiry or termination of this Agreement.

19.4 If requested by Queensland Health, the Organisation must also obtain from its officers, employees, agents and contractors, including any authorised service providers, a deed of privacy in a form acceptable to Queensland Health.

19.5 The Organisation must immediately notify Queensland Health upon becoming aware of any breach of this clause.

19.6 The Organisation must ensure that any authorised service providers comply with the obligations of this clause, if the Organisation has provided Personal Information to the service provider in order to carry out its functions under this Agreement.

19.7 The parties acknowledge and agree that the Organisation is the owner of all personal information which they create and keep in relation to Clients who receive the Services from the Organisation pursuant to this Agreement.

20. GST

20.1 For the purposes of this clause 20:

(a) “GST Law” means A New Tax System (Goods and Services Tax) Act 1999 (Cth) or any re-enactment thereof as amended from time to time;

(b) “ABN”, “Adjustment Event”, “Adjustment Note”, “GST”, “Tax Invoice” and “Taxable Supply” shall have the meanings attributed to these terms in the GST Law.

20.2 The Organisation and Queensland Health agree that the amount of Funds specified in this Agreement are GST exclusive.
20.3 The Organisation agrees that if it is registered or required to be registered for GST purposes, the Taxable Supply will be subject to GST to the extent required by the GST Law.

20.4 If the Organisation becomes liable to remit GST in respect of any Taxable Supply the Organisation makes to Queensland Health in accordance with this Agreement, the amount otherwise payable by Queensland Health under this Agreement will be increased by the amount of the GST liability (“GST amount”). The GST amount will be payable by Queensland Health in the same manner and at the same time as the Funds payable under this Agreement.

20.5 Any GST amount paid by Queensland Health to the Organisation must be deposited into an approved financial institution account and the interest earned may only be used in accordance with approved business.

21. COSTS

21.1 Each party shall pay its own legal costs for the preparation and execution of this Agreement.

21.2 The Organisation shall pay all stamp, transaction and registration duties and taxes which may be payable or determined to be payable in relation to the execution, delivery or performance of this Agreement now or in the future.

22. NOTICES

22.1 A notice, demand or other communication to be given or made by a party under this Agreement shall be deemed to have been duly given to or made if it is delivered, or emailed, or sent by prepaid post or by facsimile transmission addressed –

(a) to the Organisation at the address set out in Schedule 1 or any other address subsequently notified by the Organisation to Queensland Health under clause 15.2;

(b) to Queensland Health at:

| The Director Funding and Contract Management Unit Governance Branch Queensland Health Floor 12, Forestry House 160 Mary St BRISBANE QLD 4000 | Postal address: The Director Funding and Contract Management Unit Governance Branch Queensland Health GPO Box 48 BRISBANE QLD 4001 |

or to Facsimile: (07) 3006 2767

or to Email: FCMU@health.qld.gov.au.

22.2 Notices will be deemed to be given:

(a) two (2) business days after deposit in the mail with postage prepaid; or

(b) immediately upon delivery by hand; or

(c) immediately upon an apparently successful facsimile transmission of the entire notice being noted by the sender’s transmitter, prior to 5pm on any Business Day, and if after 5pm the notice will be deemed to be given at 9am on the next Business Day; or
(d) on the date of the email, if emailed.

22.3 Notwithstanding clauses (c) and (d) above, any fax or email that is received after 5pm will be deemed to be given on the next business day.

23. **WAIVER**

23.1 A failure by a party to enforce a clause of this Agreement at any time will not constitute a waiver of the clause and a clause shall not be deemed to be waived unless the waiver is in writing and signed by the waiving party.

23.2 Any waiver by a party of a breach of a clause of this Agreement by the other party will not constitute a waiver of any subsequent breach of that clause or of any other clause.

24. **VARIATION**

24.1 This Agreement may be varied at any time by an Agreement in writing executed by the parties.

24.2 It will be sufficient evidence of Agreement to vary a schedule to this Agreement if the parties execute and date a document purporting to be a substitute schedule.

25. **SEVERABILITY**

25.1 If any provision of this Agreement is held to be illegal or unenforceable the provision will be severed from the Agreement and the remaining provisions will govern the relationship of the parties as if the offending provision had never been included.

26. **GOVERNING LAW**

26.1 This Agreement is governed by the laws of Queensland and each party submits to the exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.

27. **SURVIVING OBLIGATIONS**

27.1 Termination or expiration of this Agreement shall not affect any claim or action one party may have against the other by reason of any antecedent breach of this Agreement and will not relieve either party of any obligation under this Agreement which is expressed to continue after termination.

27.2 The following clauses will survive termination or expiration of this Agreement:

(a) Use of the Funds and Financial Responsibilities (clause 5);

(b) Financial Reporting (clause 7);

(c) Performance and Statistical Reporting (clause 8);

(d) Option to Transfer Assets (clause 10.7);

(e) Liability and Indemnity (clause 12);

(f) Publications (clause 13);

(g) Intellectual Property (clause 14);
(h) Termination and Breach (clause 17);
(i) Confidential Information (clause 18);
(j) Personal Information (clause 19); and
(k) National Health Reform (clause 30).

28. SPECIAL CONDITIONS

28.1 The Organisation must comply with any special conditions detailed in Schedule 2 of this Agreement.

29. DISPUTE RESOLUTION

29.1 A party claiming a dispute has arisen under this Agreement will give notice in writing to the other party specifying with detailed particulars the nature of the dispute or difference.

29.2 Upon receipt of a notice of a dispute, the parties will confer and seek to resolve the dispute.

29.3 If the parties are unable to resolve the dispute within twenty-one (21) days after the date of service of the notice of the dispute, the parties will seek to agree on a process for resolving the dispute through means other than litigation or arbitration, such as further negotiation, mediation, or independent expert determination.

29.4 If the parties are unable to resolve the dispute within ten (10) days of commencing the above process, either party may terminate the dispute resolution process by notice in writing.

29.5 A party may not commence court proceedings in respect of a dispute unless the party has gone through the above process. The exception to this limitation is when a party is seeking to resolve an issue through the use of an interim legal solution such as applying for an injunction.

30. NATIONAL HEALTH REFORM

30.1 Queensland Health may give notice to the Organisation (Novation Notice) confirming this Agreement is novated or transferred by Queensland Health to a Hospital and Health Service (Novatee) as part of National Health Reform.

30.2 Novation of this Agreement takes effect from the date specified in the Transfer or Novation Notice.

30.3 On the Novation Date:

(a) this Agreement will be novated so that the Novatee takes the place of Queensland Health under this Agreement as though the Novatee has always been a party to this Agreement instead of Queensland Health;

(b) the Novatee will be liable to the Organisation for the performance of all of Queensland Health’s obligations under this Agreement, whether those obligations arose before or after the Novation Date; and

(c) Queensland Health will have no further liability under this Agreement.

30.4 Queensland Health, the Organisation and Novatee must prepare and enter into such documents necessary or required to give effect to any novation under this clause.
EXECUTED as a Deed and delivered by the parties on the dates appearing below:

I, the undersigned, as representative of the <Organisation>, Org ID: <Org ID> through <Service Provider>, SP ID: <SPID> for the <Title name for the Services>, Project ID: <Project ID> understand and agree to the terms and conditions of the xxxx/xxxx Service Agreement.

Signed for on behalf of the STATE OF QUEENSLAND acting through Queensland Health by its authorised representative, the Deputy Director-General, System Support Services Division

[Signature]

[Print Name]

[Date]

In the presence of:

[Signature of Witness]

[Print Name]

Signed for and on behalf of the [ORGANISATION NAME], [ABN] by

[Signature]

[Print Name]

(*President/Chairperson)

[Date]

in the presence of:

[Signature of Witness]

[Print Name]

* Note these signatories must be authorised to sign on behalf of the Organisation.
Signed for on behalf of the [COMPANY NAME], [ABN] by

** Director (Print Name)                      Director Signature                      Date

** Director/Secretary (Print Name)            Director/Secretary Signature          Date

In the presence of:

Witness Name (Print Name)                     Witness Signature                      Date

** In accordance with section 127 of the Corporations Act 2001
## SCHEDULE 1

### ORGANISATION/SERVICE PROVIDER SUMMARY SHEET

<table>
<thead>
<tr>
<th>Organisation ID:</th>
<th>&lt;Org ID&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organisation Name:</td>
<td>&lt;Organisation&gt;</td>
</tr>
<tr>
<td>Organisation ABN:</td>
<td>&lt;ABN&gt;</td>
</tr>
<tr>
<td>Organisation Physical Address:</td>
<td></td>
</tr>
<tr>
<td>Postal Address:</td>
<td></td>
</tr>
<tr>
<td>Organisation Phone:</td>
<td></td>
</tr>
<tr>
<td>Organisation Fax:</td>
<td></td>
</tr>
<tr>
<td>Organisation Email Address:</td>
<td></td>
</tr>
<tr>
<td><em>(for main contact)</em></td>
<td></td>
</tr>
<tr>
<td>Authorised service providers:</td>
<td></td>
</tr>
<tr>
<td>Service Provider ID:</td>
<td>&lt;SPID&gt;</td>
</tr>
<tr>
<td>Service Provider Name:</td>
<td>[Note where an Organisation has multiple service providers with separate business names; list the relevant details here].</td>
</tr>
<tr>
<td>Service Provider Contact:</td>
<td><em>(Name and Position)</em></td>
</tr>
<tr>
<td>Service Provider Physical Address:</td>
<td><em>(if different to Organisation)</em></td>
</tr>
<tr>
<td>Postal Address:</td>
<td><em>(if different to Organisation)</em></td>
</tr>
<tr>
<td>Service Provider Phone:</td>
<td><em>(if different to Organisation)</em></td>
</tr>
<tr>
<td>Service Provider Fax:</td>
<td><em>(if different to Organisation)</em></td>
</tr>
</tbody>
</table>
SERVICES FUNDING DETAILS

<table>
<thead>
<tr>
<th>Project (Title name for the Services)</th>
<th>Project ID</th>
<th>Funding (Exc. GST) 20xx/20xx</th>
<th>Funding (Exc. GST) 20xx/20xx</th>
<th>Total Funding (Exc. GST)</th>
</tr>
</thead>
</table>

To Be Adjusted Dependent On Reporting Requirements

Services Reporting Requirements:
- Six (6) monthly performance
- quarterly statistical
- quarterly financial

SERVICES SPECIAL CONDITIONS

If there are not multiple service providers listed in Schedule 1, delete the following:
- The Organisation must provide the required reports including any relevant details for each service provider listed in Schedule 1 who performed work on the Services.
QUEENSLAND HEALTH

NGO PERFORMANCE FRAMEWORK

REPORT TEMPLATE C
# NGO Performance Framework Report: Template C

Performance Report for the period: [insert month] 20__ to [insert month] 20__

<table>
<thead>
<tr>
<th>Organisation:</th>
<th>Org Id:</th>
<th>[CSU to complete]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Provider:</td>
<td>SP Id:</td>
<td>[CSU to complete]</td>
</tr>
<tr>
<td>Project Title:</td>
<td>Project Id:</td>
<td>[CSU to complete]</td>
</tr>
<tr>
<td>Contract Period:</td>
<td>File No:</td>
<td>[CSU to complete]</td>
</tr>
</tbody>
</table>

## Perspective 1: Funded Service Delivery

**Target Group:**

**Location:**

**Service Availability:**

### FOCUS AREA: Service Types

<table>
<thead>
<tr>
<th>Indicator questions for:</th>
<th>➢ Objective 1.1: Indicator 1.1a</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective 1.1</td>
<td>The organisation delivers the services as agreed with Queensland Health.</td>
</tr>
<tr>
<td>Indicator 1.1a</td>
<td>The organisation describes its funded Service Types.</td>
</tr>
<tr>
<td>Funded Service Type:</td>
<td>[CSU to complete]</td>
</tr>
<tr>
<td>Funded Service Type:</td>
<td>[CSU to complete]</td>
</tr>
</tbody>
</table>

### FOCUS AREA: Service Statistics

<table>
<thead>
<tr>
<th>Indicator questions for:</th>
<th>➢ Objective 1.2: Indicator 1.2a</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective 1.2</td>
<td>Service and consumer data will provide Queensland Health with information to monitor an organisation’s performance.</td>
</tr>
<tr>
<td>Indicator 1.2a</td>
<td>The organisation collects and reports direct service delivery statistics to Queensland Health as per the contract schedules.</td>
</tr>
</tbody>
</table>

If required, has the organisation submitted its service data report for the previous reporting period? *(Tick relevant box)*

- [ ] Yes
- [ ] Not required
- [ ] No
**Work Plan**

If your project is required to submit a work plan, use the following template to do this. You may also use this template to consolidate any actions that are required as a result of the assessments elsewhere in this report.

<table>
<thead>
<tr>
<th>Strategy or agreed action</th>
<th>Time frame</th>
<th>Performance measure</th>
<th>Achievements to date</th>
<th>Issues or constraints</th>
<th>Action to address issues or constraints</th>
</tr>
</thead>
</table>
**Perspective 2: Consumer and Community**

**FOCUS AREA: Consumer Focus**

**Objective 2.1** The project’s consumers are satisfied with services delivered.

**Indicator 2.1a** The project has a process for monitoring consumer satisfaction and improves its service according to the feedback collected.

1. Does the project follow a documented procedure for encouraging consumers to provide feedback?
   - [ ] Yes
   - [ ] No

2. How often does the project conduct a consumer satisfaction survey or feedback collection process?
   - [ ] At every service delivery occasion
   - [ ] At least annually
   - [ ] At least once every three years
   - [ ] Rarely/never

3. Is feedback from consumers and community collated, analysed and used to inform service planning and improvement?
   - [ ] Yes
   - [ ] No

**Indicator 2.1b** The project has a documented, advertised and accessible complaint mechanism.

4. Does the project follow a documented complaints management procedure that complies with the *Health Quality and Complaints Commission Act 2006* and:
   - [ ] Encourages and supports service users to raise concerns and protects them against retribution
   - [ ] Is consistent with policy and procedures on privacy
   - [ ] Is culturally safe and appropriate
   - [ ] Allows for the participation of a support person or advocate
   - [ ] Distinguishes between complaints of a serious or urgent nature and less serious complaints
   - [ ] Requires a record to be kept of complaints
   - [ ] Requires receipt of a complaint be acknowledged
   - [ ] Provides for prompt responses and timely action
   - [ ] Provides for appropriate investigation
   - [ ] Ensures that progress towards resolution is reviewed within an agreed timeframe
   - [ ] Is fair and impartial
   - [ ] Ensures outcomes are reported to the complainant and resultant actions implemented
   - [ ] Provides for review or appeal

5. Does the project make information about its complaints procedure available to all consumers, in appropriate formats, and place it on display in a public area of its service?
   - [ ] Yes
   - [ ] No

6. Does the project ensure all consumers are aware of its complaints procedure and make the following information available in appropriate formats:
   - [ ] Rights and responsibilities of the service user and service provider in relation to complaints
   - [ ] How a dispute or complaint should be lodged
   - [ ] Who is responsible for receiving and managing complaints
   - [ ] Steps and time frames in the process of investigating and resolving a complaint
   - [ ] Access to advocacy or independent support
   - [ ] Processes for review or appeal
   - [ ] How the person will be informed of progress and outcomes
   - [ ] External or alternative avenues for complaint
   - [ ] What records are kept and reports made

7. Does the project keep records of complaints and consumer feedback and use the information to make service improvements?
   - [ ] Yes
### FOCUS AREA: Consumer Focus

<table>
<thead>
<tr>
<th>Indicator questions for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective 2.1: Indicator 2.1a</td>
</tr>
<tr>
<td>Indicator 2.1b</td>
</tr>
</tbody>
</table>

8. Does the project ensure the nature and outcomes of consumer complaints are reported to senior management and the Management Committee or Board?

- [ ] Yes
- [ ] No

### FOCUS AREA: Consumer Focus

<table>
<thead>
<tr>
<th>Evidence questions for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective 2.1</td>
</tr>
</tbody>
</table>

- [ ] [insert date of last review] Documented consumer feedback policy and procedures
- [ ] Report from previous consumer survey or feedback collection
- [ ] [insert date of last review] Documented complaints policy and procedures
- [ ] Consumer information handout or wall poster
- [ ] [indicate frequency] Reports to senior management and/or Management Committee/Board

Please list any other evidence you regard as significant:

### FOCUS AREA: Consumer Focus

<table>
<thead>
<tr>
<th>Performance report for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective 2.1</td>
</tr>
</tbody>
</table>

Provide a brief summary of the results of your project’s feedback from consumers:

Has your project received any complaints from consumers in the reporting period?

- [ ] No
- [ ] Yes [if ‘yes’, indicate the number of complaints received and the number successfully resolved]

- [insert number] Complaints received
- [insert number] Complaints successfully resolved
**FOCUS AREA:** Consumer Focus

**Objective 2.2** The project ensures its consumers are aware of their rights and responsibilities and upholds those rights.

Does the project provide services to individual consumers?

- [ ] Yes
- [ ] No (If ‘No’ please skip this section and go to Objective 2.3)

**Indicator 2.2a** The project ensures workers inform consumers of their rights and responsibilities, and assist them to exercise those rights and meet their responsibilities.

1. Does the project follow documented policies and procedures that provide consumers with protection of their legal and human rights and of their right to privacy, dignity and confidentiality?

- [ ] Yes
- [ ] No

2. Does the project provide staff with a clear ethical framework for their behaviour and interactions with consumers?

- [ ] Yes
- [ ] No

3. Does the project have a documented statement of consumer’s rights and responsibilities that addresses:

- Privacy and confidentiality
- Scope and limitation of services to be provided
- Conditions of service provision (including any fees or charges)
- Consumer feedback, complaints or disputes
- Staff behaviour towards consumers
- Consumer decision making and right to self determination
- Access to support or advocacy
- Responsibilities of consumers

4. Are all consumers, staff and other relevant people made aware of the rights and responsibilities of consumers?

- [ ] Yes
- [ ] No

5. Are consumers provided with the following information on commencement of service:

- Service orientation or overview
- Standard of service to be expected
- Relevant policies and procedures
- Consumer rights and responsibilities
- Procedures for reporting incidents, making a complaint or providing feedback
- Any risks associated with receiving service
- Contact information

**Indicator 2.2b** The project has systems in place to ensure the confidentiality, privacy and consent of consumers.

6. Does the project have written guidelines on who may access particular groups of records and a way of preventing unauthorised access?

- [ ] Yes
- [ ] No

7. When collecting personal information, is the consent of the person or of a delegated support person always obtained?

- [ ] Yes
- [ ] No

8. Does the project have a policy and procedure that complies with the Privacy Act 1988 and:

- Aims to protect individual privacy
- Ensures that only personal information that is needed is collected
- Ensures personal information is collected in a manner that protects privacy
- Ensures that individuals are aware of what information is kept about them and the reasons for this
- Ensures personal records are accurate and up to date
- Provides access for individuals to their own records
| **FOCUS AREA:** Consumer Focus | **Indicator questions for:**  
| | ➢ Objective 2.2: Indicator 2.2a  
| | ➢ Indicator 2.2b  
| | Enables individuals to have their own records amended to correct information  
| | Ensures consent is given to any release of personal information  
| | Ensures that any information released for evaluation or research purposes is de-identified  
| | Is made publicly available  
| 9. If the project is required to conform to Privacy legislation, does it?  
| | ☐ Yes  
| | ☐ No  
| | ☐ Does not need to conform  
| 10. Does the project have a procedure for disposing of obsolete personal records or for transferring records of consumers that protects the privacy of individuals?  
| | ☐ Yes  
| | ☐ No  
| 11. Does the project have a procedure for handling requests for access to personal information and for handling appeals against decisions to refuse access?  
| | ☐ Yes  
| | ☐ No  

---

| **FOCUS AREA:** Consumer Focus | **Evidence questions for:**  
| | ➢ Objective 2.2  
| | [insert date of last review] Documented consumer rights and responsibilities policy and procedures  
| | [insert date of last review] Written statement of consumer rights and responsibilities  
| | [insert date of last review] Documented privacy, confidentiality and consent policy and procedures  
| Please list any other evidence you regard as significant:  

---

| **FOCUS AREA:** Consumer Focus | **Performance report for:**  
| | ➢ Objective 2.2  
| Has any training or induction been provided to staff in the reporting period on consumer rights and responsibilities:  
| | ☐ No  
| | ☐ Yes [if ‘yes’, indicate the number of session and number of staff involved in each session]  
| Have any complaints been received about breaches of consumer rights in the reporting period:  
| | ☐ No  
| | ☐ Yes [if ‘yes’, indicate the number of complaints received and the number successfully resolved]  
| Provide a brief summary of what strategies are used by the project to ensure that consumers understand their rights and responsibilities:  

---

FCMU OP RCTI V2 20130709
# FOCUS AREA: Accessible Services

## Objective 2.3

Services are provided with consideration for the target group’s social and cultural needs and expectations.

### Indicator 2.3a

The project develops strategies to ensure that its services are culturally appropriate and non-discriminatory to the target group.

1. Does the project have ways of ensuring that the diverse social and cultural needs of people within the target group are taken into consideration in making services, activities or materials accessible?  
   - Yes  
   - No

2. Does the project have a documented policy and procedure for the application of the *Anti-Discrimination Act 1991*?  
   - Yes  
   - No

3. Does the project ensure that services, activities or materials are culturally appropriate and inclusive of all people within the target group?  
   - Yes  
   - No

4. Does the project identify and respond to the particular cultural or support needs of the following groups within its target population?  
   - Aboriginal and Torres Strait Islander people  
   - People from non-English speaking backgrounds  
   - Culturally and linguistically diverse communities  
   - People with disability  
   - People who are physically isolated or transport disadvantaged  
   - Lesbian, gay, bisexual or transgender  
   - Other [specify group]:

5. Does the project consult with and/or maintain links with Aboriginal and Torres Strait Islander and other community groups to inform its service delivery?  
   - Yes  
   - No

6. Are staff provided with professional development related to cultural awareness and the diversity of the consumer group?  
   - Yes  
   - No

7. Does the project review the profile of its user group or program focus to ensure diversity is maintained?  
   - Yes  
   - No

8. Does the project evaluate the effectiveness of its cultural diversity and responsiveness strategies and update relevant policies?  
   - Yes  
   - No

### Evidence questions for:

- Objective 2.3

<table>
<thead>
<tr>
<th>Evidence</th>
<th>Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>Documented cultural diversity and access policy and procedures</td>
<td></td>
</tr>
<tr>
<td>Specific access strategies and information provision for [specify groups]:</td>
<td></td>
</tr>
<tr>
<td>Staff training or cultural awareness sessions held in reporting period</td>
<td></td>
</tr>
</tbody>
</table>

Please list any other evidence you regard as significant:
## FOCUS AREA: Accessible Services
### Performance report for:
- Objective 2.3

What percentage of consumers who seek your service or participate in activities you provide are in the following groups:

<table>
<thead>
<tr>
<th>Insert %</th>
<th>Aboriginal and Torres Strait Islander people</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insert %</td>
<td>People from non-English speaking backgrounds</td>
</tr>
<tr>
<td>Insert %</td>
<td>Culturally and linguistically diverse communities</td>
</tr>
<tr>
<td>Insert %</td>
<td>People with disability</td>
</tr>
<tr>
<td>Insert %</td>
<td>People who are physically isolated or transport disadvantaged</td>
</tr>
<tr>
<td>Insert %</td>
<td>Other [specify group]:</td>
</tr>
</tbody>
</table>

List any action taken in the reporting period to improve access for particular groups:

- [ ] Insert number

  Cultural awareness sessions and/or relevant staff training sessions about consumer access held in reporting period

### Indicator questions for:
- Objective 2.4: Indicator 2.4a

**Objective 2.4** The project addresses physical and knowledge barriers that may prevent the target group from using its services.

**Indicator 2.4a** The project addresses barriers to access its services by consumers, including hours of operation, publicising service availability, and service delivery location and environment.

1. Does the project have ways of identifying and addressing physical, knowledge and other barriers that may prevent the target group from accessing the service, participating in activities or accessing materials?

   - [ ] Yes
   - [ ] No

2. Does the project provide information to potential consumers or participants that:

   - [ ] Yes
   - [ ] N/A
   - Select ‘Not Applicable’ (N/A) if the project does not provide service to individual consumers

   - Is in appropriate languages and formats so that it is accessible to the intended audience
   - Explains who the service is for, entry and eligibility criteria and procedures
   - Explains how service will be allocated and applicants prioritised
   - Explains any conditions or fees that apply to the service
   - Explains what support or assistance will be provided to applicants in accessing the service
   - Explains what support or assistance will be provided to applicants in locating alternative or additional services
   - Explains how, and under what conditions, the service is concluded or terminated, or a consumer exits the service

3. Does the project consider the following when ensuring that services are accessible to the target group it aims to assist?

   - [ ] Yes
   - [ ] N/A
   - Select ‘Not Applicable’ (N/A) if the project does not provide service to individual consumers

   - Location of the services or activities
   - Physical access to the premises where services or activities are located
   - Opening hours of the service
   - Look and feel of the consumer areas
   - Information strategies to promote the service
   - Languages spoken or translation services provided
   - Flexibility in the way services are provided
<table>
<thead>
<tr>
<th>FOCUS AREA: Accessible Services</th>
<th>Evidence questions for:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Objective 2.4</td>
</tr>
<tr>
<td>Documented Access policy and procedure</td>
<td></td>
</tr>
<tr>
<td>[insert date of review] Review of disability access to premises</td>
<td></td>
</tr>
<tr>
<td>[insert date of review] Information for potential consumers</td>
<td></td>
</tr>
</tbody>
</table>

Please list any other evidence you regard as significant:

<table>
<thead>
<tr>
<th>FOCUS AREA: Accessible Services</th>
<th>Performance report for:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Objective 2.4</td>
</tr>
</tbody>
</table>

List any action taken in the reporting period to improve physical access:

List any action taken in the reporting period to publicise the services available:
### FOCUS AREA: Engagement and Participation

<table>
<thead>
<tr>
<th>Indicator questions for:</th>
<th>Objective 2.5: Indicator 2.5a</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Objective 2.5</strong></td>
<td>The project encourages participation by members of its target group and the broader community.</td>
</tr>
<tr>
<td><strong>Indicator 2.5a</strong></td>
<td>The project has a process in place to allow its consumers and representatives of the community to participate in service planning, delivery and evaluation</td>
</tr>
</tbody>
</table>

1. Which of the following processes are used by the project to enable consumers and community representatives to participate in service planning, delivery and evaluation?

- [ ] Sub committees or working groups
- [ ] Consultation forums
- [ ] Surveys or other structured feedback processes
- [ ] Other [specify]:

### FOCUS AREA: Engagement and Participation

<table>
<thead>
<tr>
<th>Evidence questions for:</th>
<th>Objective 2.5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Documented participation policy and procedures</td>
</tr>
<tr>
<td></td>
<td>Reports from surveys, consultations or other forums</td>
</tr>
</tbody>
</table>

Please list any other evidence you regard as significant:

### FOCUS AREA: Engagement and Participation

<table>
<thead>
<tr>
<th>Performance report for:</th>
<th>Objective 2.5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Briefly describe any actions taken to encourage participation by consumers or community representatives in the reporting period:</td>
</tr>
</tbody>
</table>

- [insert number] Consumers participating in service planning or evaluation in reporting period
- [insert number] Consultation forums, working group meetings or planning sessions involving consumers or community representatives in reporting period
## Objective 2.6
The project plans its services in accordance with the needs of its target group.

### Indicator 2.6a
The project develops and implements specialist activities that are appropriate to its target group’s needs.

1. Does the project have a documented process for planning services and activities?  
   - Yes
   - No

2. Which of the following does the project use to inform the planning of its services and activities?  
   - Researched needs and preferences of the consumer or target group
   - Feedback or input from existing consumers or target group representatives
   - Feedback or input from staff, volunteers or other stakeholders
   - Evidence of what types of services, activities or strategies are effective in achieving service outcomes
   - Results from monitoring or evaluation of the project’s services and activities

3. In planning services and activities, does the project identify different groupings within its target group and the particular factors that impact on them?  
   - Yes
   - No

4. In planning services and activities, does the project identify future trends in the needs of its consumer or target groups?  
   - Yes
   - No

---

### Evidence questions for: Objective 2.6

<table>
<thead>
<tr>
<th>Evidence questions for:</th>
<th>Objective 2.6</th>
</tr>
</thead>
<tbody>
<tr>
<td>[date conducted]</td>
<td>Documented needs analysis</td>
</tr>
<tr>
<td></td>
<td>Services and activities plan reflecting needs analysis</td>
</tr>
</tbody>
</table>

Please list any other evidence you regard as significant:

---

### Performance report for: Objective 2.6

<table>
<thead>
<tr>
<th>Performance report for:</th>
<th>Objective 2.6</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>List the main needs identified for the project’s target group:</td>
</tr>
<tr>
<td></td>
<td>List service or activity provided by the project to meet this need:</td>
</tr>
<tr>
<td></td>
<td>List any findings from consumer feedback or evaluations that demonstrate that services provided were appropriate to identified needs:</td>
</tr>
</tbody>
</table>
### FOCUS AREA: Collaboration

#### Objective 2.7  The project collaborates to enhance service delivery for its target group.

#### Indicator 2.7a  The project identifies priorities and documents how it will collaborate with other agencies to improve the health and well being of the target group.

1. Does the project have documented processes for collaborating and coordinating with other agencies?
   - Yes
   - No

2. Does the project identify and participate in interagency networks and activities?
   - Yes
   - No

#### Indicator 2.7b  The project actively collaborates with other agencies to improve its service delivery.

3. Does the project work with other agencies to improve the service system and outcomes for consumers?
   - Yes
   - No

4. Does the project maintain up to date information on other services and agencies that it can refer consumers to?
   - Yes
   - No

5. Are service delivery roles and responsibilities across agencies negotiated and documented?
   - Yes
   - No

6. Are documented referral protocols negotiated with other agencies where relevant?
   - Yes
   - No

7. Does the project review its collaboration with other agencies on a regular basis?
   - Yes
   - No

### FOCUS AREA: Collaboration

#### Evidence questions for:

- Objective 2.7: Documented plan or procedure for collaboration with other agencies
- Objective 2.7: Report on collaboration with other agencies

Please list any other evidence you regard as significant:

### FOCUS AREA: Collaboration

#### Performance report for:

- Objective 2.7: Describe any action taken in the reporting period to improve service delivery in collaboration with other agencies:

| [insert number] | How many interagency meetings or forums has the project attended in the reporting period |
| [insert number] | How many agencies does the project have formal referral or partnership arrangements with |
# FOCUS AREA: Innovation and Learning

## Objective 3.1
The project is committed to ongoing development of its service activities and workers.

### Indicator 3.1a
The project provides workers with opportunities for education and professional development.

1. Does the project have a documented process for assessing staff performance and providing feedback to staff on their performance?
   - [ ] Yes
   - [ ] No

2. Does the project have a process for assessing the competencies of staff, identifying skills gaps and ensuring these are addressed through training or development?
   - [ ] Yes
   - [ ] No

3. Can the project demonstrate that it provides access for staff to relevant training and professional development opportunities?
   - [ ] Yes
   - [ ] No

### Indicator 3.1b
The project supports learning about best practice approaches to service delivery, management and operations.

4. Does the project have systems for keeping up to date and informed on current issues, research and developments for its particular fields of interest?
   - [ ] Yes
   - [ ] No

5. Does the project have a documented continuous quality improvement process?
   - [ ] Yes
   - [ ] No

6. Does the project make use of current research and industry benchmarks to inform the development of its services and review its performance?
   - [ ] Yes
   - [ ] No

---

## FOCUS AREA: Innovation and Learning

### Evidence questions for: Objective 3.1

- [ ] Staff development needs analysis and staff development plan/s
- [ ] Quality improvement plan

Please list any other evidence you regard as significant:
FOCUS AREA: Innovation and Learning

<table>
<thead>
<tr>
<th>Performance report for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective 3.1</td>
</tr>
</tbody>
</table>

List training and development opportunities attended by staff in the reporting period (include conferences and ‘in-house’ development):

<table>
<thead>
<tr>
<th>Insert number of staff</th>
<th>Focus of development or training activity</th>
<th>Length of session or course</th>
</tr>
</thead>
</table>

List relevant journals, newsletters, practice updates and information networks from which the project receives regular or periodic information:

Briefly outline any results from evaluation or review of practice and changes made:
## FOCUS AREA: Workplace Health and Safety

### Indicator questions for: Objective 3.2: Indicator 3.2a

**Objective 3.2** The health and safety of all persons within the organisation is protected.

**Indicator 3.2a** The organisation has a strategy to ensure safe management of work practices and physical and psychological aspects of the environment.

1. Does the organisation have policies and procedures that ensure a safe workplace and that are in accordance with the *Work Health and Safety Act 2011*?  
   - [ ] Yes  
   - [ ] No

2. Does the organisation comply with the obligations under the *Fire and Rescue Service Act 1990* and the *Building Safety Regulation 2008*?  
   - [ ] Yes  
   - [ ] No

3. Does the organisation ensure the following:  
   - [ ] Inspection and review of premises and equipment to identify hazards at least annually  
   - [ ] Maintenance of first aid kits in accessible places  
   - [ ] Information on emergency procedures displayed in prominent places  
   - [ ] Maintenance of fire extinguishers or other fire fighting equipment  
   - [ ] Adequate lighting, ventilation and temperature controls throughout its premises

4. Does the organisation have an evacuation procedure in the event of an emergency?  
   - [ ] Yes  
   - [ ] No

5. Does the organisation have a documented procedure for the reporting of incidents, accidents and injuries that ensures that they are:  
   - [ ] Identified, recorded and reported  
   - [ ] Investigated as to cause and action taken to prevent re-occurrence  
   - [ ] Analysed for trends over time  
   - [ ] Reported to Workplace Health and Safety Queensland in the case of death, serious injury or illness

6. Does the organisation have procedures for ensuring infection control?  
   - [ ] Yes  
   - [ ] No

7. Does the organisation provide orientation and training to staff and volunteers on emergency procedures, workplace safety and any specific risks associated with their work areas?  
   - [ ] Yes  
   - [ ] No

8. Are emergency evacuation drills conducted at least annually?  
   - [ ] Yes  
   - [ ] No

9. Does the organisation have processes for identifying and responding to workplace stress, including critical incidents and psychological fatigue?  
   - [ ] Yes  
   - [ ] No
### Evidence questions for:

**Objective 3.2**

<table>
<thead>
<tr>
<th>FOCUS AREA: Workplace Health and Safety</th>
<th>Evidence questions for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] <strong>[insert date of last review]</strong> Workplace health and safety policy and procedures</td>
<td>➢ Objective 3.2</td>
</tr>
<tr>
<td>[ ] Register of incidents, accidents and injuries</td>
<td></td>
</tr>
</tbody>
</table>

Please list any other evidence you regard as significant:

---

### Performance report for:

**Objective 3.2**

<table>
<thead>
<tr>
<th>FOCUS AREA: Workplace Health and Safety</th>
<th>Performance report for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Have any staff members, consumers or visitors reported any incidents, accidents or injuries in the reporting period?</td>
<td>➢ Objective 3.2</td>
</tr>
<tr>
<td>[ ] No</td>
<td></td>
</tr>
<tr>
<td>[ ] Yes [if ‘yes’, indicate the number of these matters that are not yet resolved or finalised]:</td>
<td></td>
</tr>
<tr>
<td>[insert date of inspection] Inspection of premises for hazards</td>
<td></td>
</tr>
<tr>
<td>[insert date of inspection] Inspection of fire safety equipment and first aid equipment</td>
<td></td>
</tr>
<tr>
<td>Have any staff members submitted a claim for Worker’s Compensation in the reporting period?</td>
<td></td>
</tr>
<tr>
<td>[ ] No</td>
<td></td>
</tr>
<tr>
<td>[ ] Yes [if ‘yes’, indicate the number of these matters that are not yet resolved or finalised]:</td>
<td></td>
</tr>
</tbody>
</table>
### Objective 3.3
The organisation monitors organisational risks and controls these where possible.

#### Indicator 3.3a
The organisation develops, documents and implements a risk management process.

1. Does the organisation have a documented risk management process?
   - Yes
   - No

2. Does the organisation’s risk management process:
   - Identify and document potential risks
   - Assess risks in terms of their likelihood of occurring and likely impact
   - Identify ways of mitigating and managing each risk
   - Include processes for ensuring awareness of risk management procedures by all personnel
   - Identify responsibilities for implementing risk management procedures
   - Undergo regular review
   - Include an audit for compliance

3. Which of the following areas of risk are addressed by the organisation’s risk management process:
   - Administration and information (including IT)
   - Finance, including fraud and corruption, longer term viability
   - Governance
   - Human resources
   - Legal
   - Management and operations
   - Physical
   - Environmental
   - Reputation and relationships
   - Services and activities

4. Does the organisation have the following insurance cover:
   - Worker’s Compensation
   - Public Liability (minimum $10 million for any one event)
   - Volunteer insurance
   - Building and contents insurance
   - Comprehensive insurance for vehicles
   - Comprehensive insurance for vehicles (Select ‘Not Applicable (N/A) if the project does not own any vehicles)

---

### Evidence questions for:

- Risk management plan
- Certificates of currency for insurance

Please list any other evidence you regard as significant:

---

### Performance report for:

Briefly describe any action taken in the reporting period to prevent or manage specific risks:

<table>
<thead>
<tr>
<th>Type of risk</th>
<th>Action taken or to be taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Type of risk]</td>
<td>[action taken or to be taken]</td>
</tr>
</tbody>
</table>

When did the Board or Management Committee last receive a risk assessment report

When did the Board or Management Committee last check and review currency of insurance cover
**FOCUS AREA:** Evaluation

### Objective 3.4 The project regularly evaluates its activities.

#### Indicator 3.4a The project has developed valid systems or processes for evaluating and improving its service activities and outcomes.

1. Does the project have a documented approach to monitoring and evaluating its performance across key aspects of its services and operations?
   - [ ] Yes
   - [ ] No

2. Does the project have documented performance measures for key aspects of its services and operations?
   - [ ] Yes
   - [ ] No

3. Does the project collect and analyse data related to performance measures?
   - [ ] Yes
   - [ ] No

4. Does the project evaluate services or activities drawing on service user or activity participant feedback?
   - [ ] Yes
   - [ ] No

5. Does the project use performance data and evaluation findings to:
   - [ ] Assess whether it is meeting its objectives related to its services and activities
   - [ ] Assess whether it is meeting any external requirements
   - [ ] Make improvements in services and activities
   - [ ] Inform planning and decision making by relevant staff and Board or Management Committee

#### Indicator 3.4b The project participates in research by other parties that relates to health services for the target group.

6. Does the project have a system for information collection, research and analysis to keep abreast of latest developments in its field?
   - [ ] Yes
   - [ ] No

7. Does the project participate in research or practice development projects that contribute to improvements in the delivery of its services and activities?
   - [ ] Yes
   - [ ] No

8. Does the project participate in research or practice development projects that contribute to knowledge and practice in the sector?
   - [ ] Yes
   - [ ] No

---

**FOCUS AREA:** Evaluation

### Evidence questions for:

- Objective 3.4: Indicator 3.4a
- Indicator 3.4b

- Documented service delivery monitoring and evaluation procedures
- Services and activities evaluation report
- Report of participation in research

Please list any other evidence you regard as significant:
<table>
<thead>
<tr>
<th>FOCUS AREA: Evaluation</th>
<th>Performance report for:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>List the evaluation activities carried out during the reporting period:</strong></td>
<td>➤ Objective 3.4</td>
</tr>
<tr>
<td><strong>Briefly outline the main findings from the last evaluation of services and activities:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>List any changes or improvements to be made as a result of evaluation:</strong></td>
<td></td>
</tr>
</tbody>
</table>
**FOCUS AREA: Leadership and Governance**

**Objective 4.1** The Board or Management Committee provides leadership and takes responsibility for ensuring that the organisation’s achievements and services contribute to improving the health and well-being of the target group.

**Indicator 4.1a** The Board or Management Committee meets its obligations under its incorporation legislation, including matters relating to corporate governance, financial administration and insurance.

1. Under which legislation is the organisation incorporated:
   - [ ] Queensland Associations Incorporation Act
   - [ ] Commonwealth Corporations Act (Company Limited by Guarantee)
   - [ ] Corporations (Aboriginal and Torres Strait Islander) Act
   - [ ] Queensland Cooperatives Act
   - [ ] Corporations Law (Companies)
   - [ ] Other [specify]

2. Does the organisation have a current constitution that defines its membership and the relationship between the members and the governing body?
   - [ ] Yes
   - [ ] No

3. Does the Board or Management Committee have written policies and procedures that describe its responsibilities, decision making processes and meeting procedures?
   - [ ] Yes
   - [ ] No

4. Do the Board or Management Committee members all understand and comply with their statutory obligations?
   - [ ] Yes
   - [ ] No

5. Does the Board or Management Committee maintain clear records of its meetings, with minutes of discussions and decisions?
   - [ ] Yes
   - [ ] No

6. Are the lines of responsibility, reporting and communication between different parts of the organisation documented?
   - [ ] Yes
   - [ ] No

7. Are the decision making processes and delegations of authority documented?
   - [ ] Yes
   - [ ] No

8. Are the management and supervisory responsibilities of senior staff positions clearly identified and documented?
   - [ ] Yes
   - [ ] No

9. Is the distinction between the role and responsibility of the Board or management committee and that of the senior staff clearly documented?
   - [ ] Yes
   - [ ] No

10. Which of the following management processes are documented?
    - [ ] Decision making by senior staff
    - [ ] Priority setting by senior staff
    - [ ] Resource allocation by senior staff
    - [ ] Coordination of the implementation of organisational plans by senior staff
    - [ ] Coordination of the work of staff by senior staff/team leaders
    - [ ] Supervision of the work of staff by senior staff
    - [ ] Providing leadership

11. Does the organisation’s financial record keeping systems:
    - [ ] Meet basic accounting standards
    - [ ] Use the Standard Chart of Accounts
### FOCUS AREA: Leadership and Governance

<table>
<thead>
<tr>
<th>Indicator questions for:</th>
<th>Objective 4.1: Indicator 4.1a</th>
<th>Indicator 4.1b</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>The Board or Management Committee leads the identification of the organisation’s service priorities and development of the organisation’s strategic or business plan.</td>
</tr>
<tr>
<td>12. Does the organisation have clear documented delegations of authority for expenditure?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>13. Does the organisation have safeguards to prevent fraud or mismanagement of funds?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>14. Does the organisation develop a budget for its planned activity each year which is approved by the Board or Management Committee?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>15. Does the organisation provide regular financial reports to the Board or Management Committee and senior managers that address the following:</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>- Income and expenditure for the period</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Monitoring of actual expenditure against a budget</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Impact of any budget variance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Financial risks associated with proposed activities (new projects, major purchases etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Cash flow projections</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Does the organisation produce an annual audited financial statement which includes a balance sheet and a statement of income and expenditure/profit and loss?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>17. Is the annual financial statement approved/signed off by the Board or management committee?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>18. Does the Board or Management Committee receive information that enables it to monitor compliance with legal requirements and contractual obligations?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>19. Does the organisation have an effective process for ensuring insurance cover is kept up to date?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>20. Does the organisation have a longer term (3-5 year) organisational plan that documents what the organisation is trying to achieve and broadly how it will do this?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>21. Which of the following have been addressed in this plan?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>- External factors that will have an impact on the organisation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Internal factors that will have an impact on the organisation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- How the organisation will respond to factors that may impact</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- External requirements, including legislation, funding agreements and government policy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- The views of the community, individuals or other stakeholders the organisation serves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- How the organisation will respond to the needs of its community, service users or other stakeholders</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- The results or outcomes to be achieved</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- The types of services or activities that will be provided and what outcomes these services or activities will achieve</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- The longer term sustainability of the organisation and its services and activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22. Does the Board or Management Committee oversee organisational planning, approve the final plan and use it to implement goals and priorities?</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>
### FOCUS AREA: Leadership and Governance

#### Indicator questions for:
- Objective 4.1: Indicator 4.1a
- Indicator 4.1b

<table>
<thead>
<tr>
<th>No 23. How are the implementation and progress of the organisational plan monitored?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Regular report to Board or Management Committee</td>
</tr>
<tr>
<td>☐ Monitored through reporting by staff against operational or work plans</td>
</tr>
<tr>
<td>☐ Annual report to members</td>
</tr>
<tr>
<td>☐ No monitoring</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No 24. Does the organisation clearly communicate its plans to its own personnel, members and other stakeholders?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes</td>
</tr>
<tr>
<td>☐ No</td>
</tr>
</tbody>
</table>

### FOCUS AREA: Leadership and Governance

#### Evidence questions for:
- Objective 4.1

| Constitution                                                                                          |
| [insert date of last review] Documented delegations of authority                                     |
| [period covered by plan] Strategic or business plan                                                   |
| Annual budget for current financial year                                                             |
| Board or Management Committee minutes                                                                |
| Financial reports and records for reporting period                                                    |

Please list any other evidence you regard as significant:

### FOCUS AREA: Leadership and Governance

#### Performance report for:
- Objective 4.1

| [insert % for each meeting] Proportion of Board or Management Committee members attending the last 3 meetings |
| [insert number] Number of meetings cancelled or lacking a quorum in the reporting period                |
| [insert date] Board or Management Committee review and sign off on strategic or business plan           |
| [insert date] Report to Board or Management Committee against the strategic or business plan            |
| [insert date] Report to Board or Management Committee against the annual budget                         |
**Objective 4.2** The organisation’s management is accountable for how services are delivered.

**Indicator 4.2a** The organisation has an operational plan that clearly identifies its goals and strategies, and assigns workers responsibilities and accountabilities.

1. Does the organisation have a documented plan or plans which reflect the broader goals of the organisation and include the following:
   - [ ] Short term objectives and priorities for the current period
   - [ ] Action that the organisation will take to meet objectives
   - [ ] Time frames for actions
   - [ ] Responsibilities for implementing actions allocated to individuals
   - [ ] Performance measures related to planned action

2. Are the resources required to implement the plan identified and sourced?
   - [ ] Yes
   - [ ] No

3. Is there a documented process for reviewing, monitoring progress and achievement, and reporting against this plan?
   - [ ] Yes
   - [ ] No

4. Does the Board or Management Committee monitor and review the performance of the personnel to whom it delegates key responsibilities?
   - [ ] Yes
   - [ ] No

**Indicator 4.2b** Management involves the organisation’s stakeholders in decision making.

5. How does the organisation provide consumers, community members and other relevant stakeholders access or input to decision making?
   - [ ] Sub committees or working groups
   - [ ] Consultation forums
   - [ ] Surveys or other structured feedback processes
   - [ ] Representation on selection or recruitment panels
   - [ ] Designated positions on the Board or Management Committee
   - [ ] Other [specify]:

**Evidence questions for Objective 4.2**

- [period covered by plan] Operational or service plan
- [insert date] Report to Board or Management Committee against operational or service plan
- Stakeholder participation policy and procedures

Please list any other evidence you regard as significant:

**Performance report for Objective 4.2**

- [insert frequency] How often do staff report on services and activities to senior staff or managers
- [insert frequency] How often do staff or managers report on services and activities to the Board or Management Committee
## Objective 4.3
Services are delivered to the target group with an efficient use of resources.

### Indicator 4.3a
The organisation’s human resource policies and practices comply with requirements of the Queensland Health Service Agreement and relevant legislation.

1. **Does the organisation have a documented recruitment process for paid staff that includes the following:**
   - [ ] Development or review of position requirements
   - [ ] Documented position description
   - [ ] How selection criteria are identified
   - [ ] How the position is to be advertised
   - [ ] How selection panels are convened
   - [ ] How the selection process is conducted to ensure selection is fair, transparent and based on merit
   - [ ] How referee checks are conducted
   - [ ] How applicants are notified of the outcome
   - **LR**

2. **Does the organisation ensure that recruitment processes apply principles of equal employment opportunity and comply with anti-discrimination legislation (and in particular the Anti-Discrimination Act 1991)?**
   - [ ] Yes
   - [ ] No

3. **Can the organisation demonstrate that it recruits people with the appropriate skills, qualifications and attributes?**
   - [ ] Yes
   - [ ] No

4. **Does the organisation perform required employment screening and comply with the Commission for Children and Young People Act 2000 (Blue card screening, relevant police checks etc.)?**
   - [ ] Yes
   - [ ] No legal screening required
   - [ ] No
   - **LR**

5. **Are records kept of all recruitment processes that retain copies of all paperwork in a secure manner?**
   - [ ] Yes
   - [ ] No

### Indicator 4.3b
The Board or Management Committee is accountable for the efficiency of service delivery.

6. **Does the organisation have a financial or business plan which supports its organisational goals and ensures that it is able to meet its financial obligations?**
   - [ ] Yes
   - [ ] No

7. **Does the organisation have documented procedures for financial planning and decision making?**
   - [ ] Yes
   - [ ] No

8. **Can the organisation demonstrate that it uses its resources as efficiently as possible and maximises the amount of funds available for the provision of services and activities?**
   - [ ] Yes
   - [ ] No
<table>
<thead>
<tr>
<th>FOCUS AREA: Efficient Use of Resources</th>
<th>Evidence questions for:</th>
<th>Performance report for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert date of last review] Human resource management policies and procedures (recruitment, industrial conditions, supervision and staff development)</td>
<td>Objective 4.3</td>
<td>Objective 4.3</td>
</tr>
<tr>
<td>[insert date of last review] Service or activity budgets</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please list any other evidence you regard as significant:

<table>
<thead>
<tr>
<th>FOCUS AREA: Efficient Use of Resources</th>
<th>Performance report for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert length of time position was vacant] Vacant positions during the reporting period</td>
<td>Objective 4.3</td>
</tr>
<tr>
<td>[insert %] Proportion of staff hours used in direct service delivery</td>
<td></td>
</tr>
<tr>
<td>[insert number] Total hours of service delivery provided to individuals</td>
<td></td>
</tr>
<tr>
<td>[insert number] Total hours of service delivery provided to groups</td>
<td></td>
</tr>
<tr>
<td>[insert number] Approximate staff hours involved in health promotion or related activity</td>
<td></td>
</tr>
<tr>
<td>Indicator questions for:</td>
<td>Objective 4.4: Indicator 4.4a</td>
</tr>
<tr>
<td>-------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td><strong>Objective 4.4</strong></td>
<td>The Board or Management Committee has identified ways to maintain or enhance the sustainability of the organisation.</td>
</tr>
<tr>
<td>1. Are the organisation’s strategic and operational plans linked to one another and is there an integrated planning and reporting process across the organisation?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>2. Does the organisation have a documented process for communication across the organisation on matters that impact on achievement of the organisational plan?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>3. Does the planning process identify opportunities for improvements to the integration and coordination of services and activities?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>4. Are there processes in place to encourage, support and involve managers and staff in initiating and contributing to innovation and improvement?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>5. Can the organisation demonstrate that it has a systematic approach to identifying and implementing improvements?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>6. Does the organisation conduct a capability analysis?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Indicator 4.4b</strong></td>
<td>Financial analyses of project or activity proposals are developed to assist the Board or Management Committee with decisions that may significantly affect service delivery and resources.</td>
</tr>
<tr>
<td>7. Does the organisation have a template for providing project proposals to senior staff and the Board or Management Committee that provides an analysis of the likely impact, outcomes, costs and benefits:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>8. Are proposals for new projects and activities assessed in the context of the organisation’s strategic or business plan and its financial plan?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
</tr>
</tbody>
</table>
### FOCUS AREA: Sustainability

<table>
<thead>
<tr>
<th>Evidence questions for:</th>
<th>Objective 4.4</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] [period covered by plan]</td>
<td>Strategic or business plan</td>
</tr>
<tr>
<td>[ ] [period covered by plan]</td>
<td>3-5 year financial plan</td>
</tr>
<tr>
<td>[ ]</td>
<td>Balance Sheet</td>
</tr>
<tr>
<td>[ ]</td>
<td>Template for new project or activity proposals</td>
</tr>
</tbody>
</table>

Please list any other evidence you regard as significant:

### FOCUS AREA: Sustainability

<table>
<thead>
<tr>
<th>Performance report for:</th>
<th>Objective 4.4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>What are the main threats to the longer term sustainability of the organisation?</td>
</tr>
<tr>
<td></td>
<td>What action has been taken in the reporting period to address these threats?</td>
</tr>
<tr>
<td>Year 3 (last year): [insert amount] Year 2: [insert amount] Year 1: [insert amount]</td>
<td>What has been the pattern of operating surplus or deficit over the previous 3 financial years?</td>
</tr>
<tr>
<td>[insert item]: [insert amount] [insert item]: [insert amount] [insert item]: [insert amount]</td>
<td>List the current and fixed liabilities shown in the previous year’s financial statements</td>
</tr>
<tr>
<td>[insert amount]</td>
<td>What amount is set aside in reserve funds for liabilities?</td>
</tr>
</tbody>
</table>
## Transparency and Accountability

### Objective 4.5 The organisation is accountable to key stakeholders.

#### Indicator 4.5a The organisation ensures that workers comply with the applicable codes of ethics, standards of practice and registration requirements.

1. Does the organisation have a code of ethics or conduct that applies to its personnel (including Board or management committee, staff and volunteers)?
   - [ ] Yes
   - [ ] No

2. Which of the following are addressed in the documents dealing with aims, values or ethics?
   - [ ] Non-discrimination or equity of access to services
   - [ ] Conflict of interest
   - [ ] Confidentiality
   - [ ] Privacy
   - [ ] Responsiveness to community, service users or other stakeholder groups
   - [ ] Organisational accountability
   - [ ] Honesty
   - [ ] Respectful behaviour
   - [ ] Responsible use of the organisation’s resources and facilities
   - [ ] Professional misconduct

3. Does the organisation actively communicate its aims, values and ethics and ensure that all personnel are aware of them?
   - [ ] Yes
   - [ ] No

#### Indicator 4.5b The Board or Management Committee is accountable to its members, consumers and key stakeholders.

4. Does the organisation produce an annual report?
   - [ ] Yes
   - [ ] No

5. Is the annual report made available to members of the organisation, funding providers and other stakeholders?
   - [ ] Yes
   - [ ] No
   - [ ] Not applicable

6. Does the annual report contain information on each of the following:
   - [ ] The aims and strategic directions of the organisation
   - [ ] The services and activities of the organisation
   - [ ] Outcomes of services and activities
   - [ ] Its achievements for the year
   - [ ] Its revenues and expenditures
   - [ ] Changes to its Board or management committee
   - [ ] Not applicable

7. Does the organisation have a documented exit strategy covering assets, employees and records as required by the Service Agreement?
   - [ ] Yes
   - [ ] No

#### Indicator 4.5c The organisation has a documented set of principles that guide the delivery of services to the target group.

8. Does the organisation have a written statement of its overall aim and purpose?
   - [ ] Yes
   - [ ] No

9. Does the organisation have a written statement of its values or philosophy?
   - [ ] Yes
## FOCUS AREA: Transparency and Accountability

### Indicator questions for:  
- Objective 4.5: Indicator 4.5a  
- Indicator 4.5b  
- Indicator 4.5c

**10. Does the organisation ensure that its aims and values are consistent with the program guidelines for any funding it receives?**

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**11. Does the organisation follow documented eligibility criteria for accepting or prioritising consumers that are:**

- Based on assessed need, organisational capacity and available resources  
- Consistent with anti-discrimination legislation  
- Consistent with funding obligations and the purpose of the service  
- Fair, equitable, ethical and transparent  
- Consistently applied

**12. Where service cannot be provided, is information about alternative options provided, and a referral to another service provided wherever possible?**

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

## FOCUS AREA: Transparency and Accountability

### Evidence questions for:  
- Objective 4.5

**Annual report**  
**Code of conduct**  
**Service information or promotional material outlining service principles and eligibility**

Please list any other evidence you regard as significant:

## FOCUS AREA: Transparency and Accountability

### Performance report for:  
- Objective 4.5

After the end of the last financial year, did the organisation:

- Convene its Annual General Meeting (AGM) within the required time frame
- Notify members of the AGM within the required time frame
- Conduct the AGM according to its constitutional rules

How was the Annual Report made available to members, consumers and other stakeholders *(if applicable)*:
(i) FINANCIAL REPORT CERTIFICATION

Org Id: <Org ID>  Organisation: <Organisation>
SP Id: <SPID>  Service Provider: <Service Provider>
Project Id:  Project (Title Name for the Services):

Please tick the period relevant to this financial report

<table>
<thead>
<tr>
<th>Period to 30 September</th>
<th>Period to 31 December</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Period to 31 March</th>
<th>Period to 30 June</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

SUMMARY OF FINANCIAL TRANSACTION

<table>
<thead>
<tr>
<th>Operating Funding</th>
<th>One-off Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Income To Date: $</td>
<td>Total Income To Date: $</td>
</tr>
<tr>
<td>Less Total Operating Expenditure: $</td>
<td>Less Total One-off Expenditure: $</td>
</tr>
<tr>
<td>Operating surplus/deficit: $</td>
<td>One-off surplus/deficit: $</td>
</tr>
</tbody>
</table>

REASONS FOR SURPLUS/DEFICIT (Identify Operating and One-off separately)

<table>
<thead>
<tr>
<th>ABN:</th>
<th>Effective from: ……/……/……</th>
</tr>
</thead>
<tbody>
<tr>
<td>□□□-□□□-□□□</td>
<td>(please tick)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GST Status:</th>
<th>Effective from: ……/……/……</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered</td>
<td>(please tick)</td>
</tr>
<tr>
<td>Not Registered</td>
<td>(please tick)</td>
</tr>
</tbody>
</table>

We, hereby certify that:

1. The information contained in the attached Financial Report reflects the financial performance of the Services;
2. Adequate internal control procedures exist in the recording, authorising payments, recording receipts and bank reconciliations;
3. A full and complete set of financial records has been maintained;
4. Funds have been used for the purposes for which they were provided;
5. All terms and conditions of the Service Agreement have been complied with; and
6. The undersigned are authorised to sign on behalf of the organisation.

Signature:  Signature:  
Print Full Name:  Print Full Name:  
Position: (Print title of Authorised Officer)  Position: (Print title of Authorised Officer)  
Date: ………/………/………  Date: ………/………/………

Please return this certification to:  The Director – Funding and Contract Management Unit  
Governance Branch  
Queensland Health  
GPO Box 48  
BRISBANE QLD 4001
Please note that this format is a guide only. An income and expenditure report from an Accounting Package (e.g. MYOB/Quickbooks) should be submitted where possible, but must be accompanied by the Certification page (see previous page). Please ensure that operating and one-off income and expenditure are clearly and separately identified.

<table>
<thead>
<tr>
<th>RECEIPTS</th>
<th>Annual Allocation</th>
<th>Actual Income to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Queensland Health Operating Funds</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Queensland Health One-off Funds</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Rollover surplus from previous financial year approved for one-off expenditure</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Interest earned on Queensland Health Funds</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Other Income</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL INCOME TO DATE</strong></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENDITURE</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Items</td>
<td>Forecast Budget to Date</td>
<td>Actual (Cumulative) Expenditure to Date</td>
</tr>
<tr>
<td>Direct Expenditure Eg: Salaries / on costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL (Direct Expenditure)</strong></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Indirect Expenditure Eg: Admin / Operating</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL (Indirect Expenditure)</strong></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL OPERATING EXPENDITURE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One-off Expenditure</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ONE-OFF EXPENDITURE</strong></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURE TO DATE</strong></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
This is an Agreement between Queensland Health (QH) and the Organisation whose name appears above, to enable QH to issue an RCTI in respect of the Service Agreement to which this RCTI Agreement forms the Schedule (5) and particularly in respect of the Services described in Schedules 2 and 3 made to QH by the Organisation through the Service Provider.

### Organisation

<table>
<thead>
<tr>
<th>Organisation Name:</th>
<th>&lt;Organisation&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organisation Postal Address:</td>
<td>[blank]</td>
</tr>
<tr>
<td>Organisation ABN:</td>
<td>&lt;ABN&gt;</td>
</tr>
<tr>
<td>Organisation GST Status:</td>
<td>GST registered:</td>
</tr>
<tr>
<td>SP ID:</td>
<td>&lt;SPID&gt;</td>
</tr>
<tr>
<td>Financial Year Start Date:</td>
<td>[blank]</td>
</tr>
</tbody>
</table>

I, hereby, certify that

1. the Organisation is registered for GST, and
2. the Organisation agrees to be bound by the terms and conditions of the RCTI Agreement outlined in Part (ii).

**Signature:**

**Print full name:**

**Position:**

**Date:** / /

### Queensland Health

For and on behalf of Queensland Health, I hereby certify that:

1. Queensland Health is registered for GST purposes and its ABN is 66 329 169 412;
2. Queensland Health agrees to be bound by the terms and conditions of the RCTI Agreement outlined in Part (ii).

**Signature**

**Print full name:**

**Position:** Deputy Director-General, System Support Services

**Date:** / /

Refer to Part (ii)
### (ii) RECIPIENT CREATED TAX INVOICE (RCTI) AGREEMENT

1. Queensland Health will issue RCTIs in respect of all Taxable Supplies made by the Organisation to Queensland Health in return for the Funding from Queensland Health, and provide a copy to the Organisation within twenty-eight (28) days.

2. The Organisation must remit the GST amount(s) to the Australian Taxation Office as required by the GST Law.

3. Queensland Health will issue Recipient Created Adjustment Notes (RCAN) in respect of any Adjustment Events that occur under this RCTI Agreement, and provide a copy to the Organisation (within twenty-eight (28) days after one has been requested or when Queensland Health becomes aware of the adjustment event).

4. The Organisation agrees not to issue Tax Invoices or Adjustment Notes in respect of these same Taxable Supplies (if this was to occur, the Organisation’s Tax Invoice or Adjustment Note is not considered valid and the RCTI and/or RCAN take precedence).

5. The Organisation will notify Queensland Health immediately if it ceases to be registered for GST purposes, becomes aware of any reason for which its registration may be cancelled, or if it ceases to satisfy any of the RCTI requirements stated in the GST Law.

6. The Organisation acknowledges that it cannot enter into an Agreement permitting Queensland Health to issue a RCTI Agreement if it is not registered for GST, even if it is required to be registered.

7. The Organisation will notify Queensland Health in writing if it wishes Queensland Health to no longer issue the RCTI and the cancellation of this Agreement for Queensland Health to issue the RCTI will not take affect until the advice of the cancellation has been received by Queensland Health.

8. The Organisation will notify Queensland Health in writing immediately of any change to its GST status or ABN.

9. Queensland Health is registered for GST purposes and its ABN is 66 329 169 412. Queensland Health will notify the Organisation if it ceases to be registered for GST purposes, becomes aware of any reason for which its registration may be cancelled, or if it ceases to satisfy any of the RCTI requirements stated in the GST Law.

10. If the amount of GST recovered from Queensland Health under this Agreement differs, for any reason, from the amount of GST paid or payable by the Organisation to the Commissioner of Taxation, including by reason of:
   (a) an amendment to the GST Law;
   (b) the issue of or an alternation in a ruling or advice of the Commissioner of Taxation;
   (c) a refund of GST to the Organisation in respect of any Taxable Supply made under this Agreement;
   (d) a decision of any tribunal or court; or
   (e) a change in the registration status of the Organisation, whether before or after a payment was made and/or an adjustment event occurred,

then, subject to obtaining written approval or instruction from Queensland Health, the difference in amounts will be paid by or to Queensland Health, as the case may be as soon as is reasonably practicable.
SCHEDULE 6

BANKING DETAILS
EFT APPLICATION FORM ELECTRONIC DEPOSIT OF FUNDS

SECTION A – YOUR FINANCIAL INSTITUTION ACCOUNT DETAILS

I/We hereby agree that the/all payment/s is/are to be made to

<Organisation>

by way of direct deposit to the following account:

Name of Approved Financial Institution: ________________________________
Institution/State/Branch Number: □□□□□□□□ (6 characters only)
Account number: ______________________________________________________
Account name: _______________________________________________________
Signature: ___________________________________________________________
Name (please print): _________________________________________________
Position: ___________________________________________________________
Contact phone number: _______________________________________________

SECTION B – CERTIFICATION BY YOUR FINANCIAL INSTITUTION

(Organisation must ensure Section B is completed by their relevant Financial Institution e.g. Bank, Building Society etc)

The above account details have been verified and are correct:

Name of Institution: ________________________________
Signature: _________________________________________
Name (please print): _________________________________
Position: __________________________________________
Date: ______________________________________________

SECTION C – FOR FORWARDING OF REMITTANCE ADVICE DETAILS

Address: ________________________________________________
Fax number: ____________________________________________