

Enquiries to:

Funding and Contract Management Unit, Governance Branch

Telephone: Facsimile:

Email: File Ref: Doc Ref: .73 rrelevant @health.qld.gov.au

ef: 'QCOS/010831 ef: 2012-2014-A00001-67209

Chairperson
Respect Inc
PO Box 2410
TOWNSVILLE QLD 4810

Dear Service Provider

Re: Variation to Service Agreement between the State of Queensland acting through Queensland Health and Respect Inc

I refer to the Service Agreement entered into between the State of Queensland acting through Queensland Health and Respect Inc for the term commencing on 1 July 2012 and expiring on 30 June 2014 ('Service Agreement').

Queensland Health has agreed to extend the end date of the Service Agreement for a further period of three months by varying the Service Agreement in accordance with clause 24 of that Agreement on the following terms:

- 1. The parties to the Service Agreement agree that the variations specified in this letter will constitute variations to the Service Agreement.
- 2. The applicable variations to the Service Agreement for the extended term are set out in Annexure 'A' attached to this letter.
- The parties to the Service Agreement agree that except for the variations specified in Annexure 'A' all other terms, conditions and rights of the Service Agreement will remain the same and in full force and effect.
- 4. The parties agree and acknowledge that by endorsing and signing this letter as provided below, it is an agreement to vary the Service Agreement in accordance with clause 24 of the Service Agreement.
- 5. This variation to the Service Agreement commences on the last date of execution by a party.
- 6. The Service Agreement as amended by this letter and attached Annexure A constitute the entire agreement between the parties.
- 7. Each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this letter and attached Annexure A.

Office Queensland Health Forestry House 160 Mary Street BRISBANE QLD 4001 Postal GPO Box 48 BRISBANE QLD 4000

Phone s.73 - Irrelevant information Fax s.73 - Irrelevant information Please sign this letter with Annexure A in duplicate by Friday 30 May 2014, and return to:

The Senior Director, Funding and Contract Management Unit Governance Branch Queensland Health GPO Box 48 BRISBANE QLD 4001

Should you have any questions regarding this Variation to Service Agreement, Leah Loadsman, Project Officer, Funding and Contract Management Unit will be pleased to assist you and can be or alternatively by email at melevant @health.qld.gov.au. contacted by telephone on information

Yours sincerely Kim Woolgar Senior Director, Funding and Contract Management Unit Governance Branch 13/5/2014 Acceptance of variations specified in this letter and attached Annexure A Accepted and agreed on behalf of State of Queensland acting through Queensland Health by its duly authorised representative: L.M. Rowl-l. By: LYN ROWLAND Print Name: Chief Human Resource Officer, Human Resource Services Branch, System Support Title: Services Division. 11/6/2014 Date: Accepted and agreed on behalf of Respect Inc by its duly authorised representatives: By: Print Name: CANDI FORKEST Print Name: .. Title: Date: 23 / 5 / 2014 Date: 83/5/14

> Senior Divector Funding and Contrage Management

ANNEXURE A

VARIATION TO THE SERVICE AGREEMENT

CLAUSE VARIED	DETAILS OF VARIATION
Clause 1 (Definitions and Interpretation)	1.1 Amend clause 1 by deleting the definition of 'Completion Date' and inserting in lieu thereof "Completion Date" means 30 September 2014'.

SCHEDULES VARIED	DETAILS OF VARIATION		
Schedule 2: Funding Details	The Funds payable from 1 July 2014 to the Completion Date for HIV/AIDS, Viral Hepatitis & Sexual Health Education & Prevention Program for Sex Workers, Project ID: 67209 (Services), will be \$126,484 (excluding GST).		
Schedule 2: Reporting Requirements	 In Schedule 2 under Project Reporting Requirements, page 21: First dot point is amended to include: 'Performance report for the period 1 July to 30 September due by 31 October 2014'. Second dot point is amended to 'Statistical report for the period 1 July to 30 September is not required'. Third dot point is amended to include 'Quarterly financial for the period 1 July to 30 September due by 31 October 2014'. 		
Schedule 3: Project details	In Schedule 3, page 23, in the column 'Contract Period', delete '30 June 2014' and insert '30 September 2014'.		

Queensland Government

SERVICE AGREEMENT

between

The State of Queensland acting through Queensland Health

and

Respect Inc, Org Id: 3065 Respect Inc, SPID: 5127

For The Term 01 July 2012 to 30 June 2014

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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:

Respect Inc

("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" / "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;

"Existing Material" means any material that exists at the Commencement Date and is incorporated into the Funded Material;

"Funded Material" means 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" 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. "Funding" shall have a corresponding meaning;

"Hospital and Health Services" means the independent statutory bodies that will:

- (a) be described as Hospital and Health Services;
- (b) be created under the *Hospital and Health Boards Act 2011*(Qld);
- (c) be responsible for the delivery of public health services within certain geographical boundaries within Queensland; and
- (d) replace the current health service districts within Queensland Health;

"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 Services statutory body to the Organisation;

"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", and includes all other trading names that the entity may be operating under including but not limited to those trading names listed as Service Providers 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;

"Property" means any real property owned or leased by the Organisation, which is used for or in connection with the provision of the Services;

"Services" means the Services described in Schedules 2 and 3;

"Service Provider" means a service provider listed in Schedule 1;

- 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 pursuant to this Agreement, expires on the Completion Date.

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 an 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 the outputs 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 or Organisation;
 - (c) permit the Organisation to "roll-over" the unspent Funds into a future Queensland Health service 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.

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 Oueensland 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, employees 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 upon request.

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 of each year, relating to the respective previous six 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) the following documents must be submitted by 30 September of each year:
 - (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.
 - (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 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 The Organisation must record in a register the details of any Assets purchased for more than \$5,000.
- 10.2 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.
- 10.3 The Organisation must use the Assets for or in connection with the provision of the Services and for no other purpose.
- 10.4 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.
- 10.5 The Organisation must not sell, lease, mortgage, encumber, dispose of, give away or destroy any Assets without the prior written consent of Queensland Health.
- 10.6 On the expiration or termination of this Agreement Queensland Health <u>may</u> 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.

11. INSURANCE

11.1 The Organisation must take out and maintain (with a reputable insurer) for the term of this Agreement the following insurances:

- (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 \$10 million arising from any one event; and
- (e) volunteers' insurance.
- 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.

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 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.

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 Unless otherwise stated in Schedule 2 Project Special Conditions, 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, Community Services Unit, Finance 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 Queensland Health owns the intellectual property rights in any Existing Material given to the Organisation by Queensland Health, unless otherwise stated in Schedule 2.
- 14.2 Intellectual property rights in any Funded Material will, upon creation, vest in the Organisation, unless otherwise stated in Schedule 2. The Organisation grants to Queensland Health a

- permanent, irrevocable, non-exclusive licence to use, reproduce, distribute and adapt this material.
- 14.3 The Organisation must provide a copy of all Funded Material (on disk or otherwise) to Queensland Health when requested.

15. LEGAL STATUS AND CONSTITUTION DOCUMENTS

- 15.1 The Organisation must, within twenty-one (21) days from the Commencement Date, advise Queensland Health in writing of the principal office holders of the Organisation and provide a copy of the Organisation's constitution, Memorandum or Articles of Association.
- 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.

16. ACCESS

- 16.1 The Organisation must allow unrestricted access 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) 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;

then Queensland Health may immediately do any one or more of the following:

- (c) 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;
- (d) suspend payment of any further installment of the Funds to the Organisation (until further notice);
- (e) alter the payment of the Funds from quarterly to monthly installments (until further notice);
- (f) increase the frequency of financial or performance reporting by the Organisation;
- (g) arrange a review of the Services being provided by the Organisation;
- (h) appoint a financial controller to monitor the expenditure of the Funds;
- (i) appoint an Auditor to conduct an audit or inspection; or
- (j) terminate this Agreement.
- 17.3 Queensland Health may terminate this Agreement at any time without cause on one (1) month's written notice to the Organisation.
- 17.4 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.

18. CONFIDENTIAL INFORMATION

- 18.1 The Organisation may use, copy and retain the Confidential Information:
 - (a) solely for the purposes of this Agreement; and
 - (b) in accordance with the terms of this Agreement.
- 18.2 The Organisation must:

- (a) ensure that the Confidential Information is protected against loss and unauthorised access, use, modification or disclosure;
- (b) ensure that any officers, employees and agents of the Organisation, who need to know, or access the Confidential Information for the performance of the Agreement:
 - (i) 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 Where the Organisation collects Personal Information in connection with this Agreement, the Organisation must:
 - (a) ensure that Personal Information is protected against loss and against unauthorised access, use, modification or disclosure and against other misuse;
 - (b) not use Personal Information other than for the purposes of performing this Agreement, unless required or authorised by law or the Client consents to that use:
 - (c) not disclose Personal Information without the written consent of Queensland Health, unless required or authorised by law or the Client consents to that disclosure;
 - (d) immediately notify Queensland Health if it becomes aware that a disclosure of Personal Information is, or may be, required or authorised by law, or if it becomes aware of any breach of this clause;

- (e) ensure that only authorised personnel of the Organisation who are involved in providing the Services have access to the Personal Information and that the authorised personnel store it in a safe and secure manner;
- (f) ensure their employees, agents and subcontractors are aware of the obligations of the Organisation under this clause and obtain an undertaking from its employees, agents and subcontractors to observe this clause, including where requested by Queensland Health, requiring those employees, agents and subcontractors to promptly sign a privacy deed, relating to Personal Information in similar terms to this clause;
- (g) inform itself of, become familiar with and, where applicable, observe the requirements of the National Privacy Principles under the *Privacy Act 1988* (C'th);
- (h) take reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for any purpose;
- (i) undertake such further measures for securing the Personal Information as Queensland Health may reasonably require in writing from time to time; and
- (j) on request by a Client, give the Client access to the Personal Information relating to the Client stored in any record held by the Organisation, except to the extent that the Organisation is required or authorised by law to refuse to provide the Client with access to that record. The Organisation is entitled to charge a reasonable sum for the administrative cost of providing access to the Client's Personal Information, which sum must not be excessive in the circumstances.
- 19.2 Nothing in Clause 19 is intended to limit any obligation of the Organisation or the Subcontractor under the *Privacy Act 1988* (C'th) with respect to the handling of Personal Information.
- 19.3 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 Queensland Health shall pay stamp duty (if any) on this Agreement.

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 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	Postal address:
Community Services Unit	The Director
Finance Branch	Community Services Unit
Queensland Health	Finance Branch
Anzac Square Building	Queensland Health
200 Adelaide St	GPO Box 48
BRISBANE QLD 4000	BRISBANE QLD 4001

or to:

Facsimile: (07) s.73 - Irrelevant information

Email: s.73 - Irrelevant Information @health.qld.gov.au.

- 22.2 Notices will be deemed to be given:
 - (a) two (2) days after deposit in the mail with postage prepaid;
 - (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.

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.

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 10.6);
 - (e) Liability and Indemnity (clause 12);
 - (f) Publications (clause 13);
 - (g) Intellectual Property (clause 14);
 - (h) Breach and Consequences of 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. APPEALS PROCESS

- 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 Services (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 Respect Inc, Org ID: 3065 through Resepct Inc, SP ID: 5127 for the HIV/AIDS, Viral Hepatitis and Sexual Health Education and Prevention Program for Sex Workers Project, Project ID: 67209 understand and agree to the terms and conditions of the 2012/2014 Service Agreement.

Signed for and on behalf of the STATE OF QUEENSLAND, acting through Queensland Health by its authorised representative, the Deput Director-General, System Support Services) Signature Signature Print Name
In the presence of:	Date Date Date Signature of Witness TENNY-LEE BOENM Print Name of Witness
Signed for and on behalf of the ORGANISATION by) Signature) CANDI FORREST) Print Name
in the presence of:	TREASURER (*President/Chairperson) 24/10/12/ 5.73 - Trelevant information
	Print Name of Witness

Certified
Kim Woolgar
Cirector Community Service

CS OR VI 2012 06 01

^{*} Note these signatories must be authorised to sign on behalf of the Organisation.

SCHEDULE 1

ORGANISATION/SERVICE PROVIDER SUMMARY SHEET

Organisation ID:	3065
Organisation Name:	Respect Inc
Organisation ABN:	475-525-356-61
Organisation Physical Address:	118a Charters Towers Road Hermit Park TOWNSVILLE QLD 4812
Postal Address:	PO Box 2410 TOWNSVILLE QLD 4810
Organisation Phone:	's.73 - Irrelevant information
Organisation Fax;	Jenny King
Organisation rax;	N/A
Organisation Email	Jenny King: 6.73-1 / / / / / / / / / / / / / / / / / / /
Address: (for main contact)	Candi Forrest: @respectald.org.au
Service Provider ID:	5127
Service Provider Name:	Respect Inc
Service Provider Contact: (Name and Position)	Jenny King Chairperson Level I, 118 Charters Towers Road IIERMET PARK QLD 4812 Candi Porest Vice Chairperson s.73- Irrelevant Information
Service Provider Physical	
Address: (if different to Organisation)	28 MEIN ST, SPRING HILL QLD 4000 7/24 FLORENCE ST, CAIRNS QLD 4 BAY ST, SOUTHPORT QLD
Postal Address: (if different to Organisation)	4 849 31, 3001, 11
Service Provider Phone: (if different to Organisation)	
Service Provider Fax:	Certified Kim Woolson
	CS OR VI 2012 06:04 or Community Services Unit
	The state of the s
	Page 23 of 252

SCHEDULE 2

PROJECT FUNDING DETAILS

Project Name	Project Number	Funding (Exc. GST) 2012/2013	Funding (Exc. GST) 2013/2014	Total Funding (Exc. GST)
HIV/AIDS, Viral Hepatitis and Sexual Health Education and Prevention Program for Sex Workers	67209	\$497,360*	\$497,360	\$994,720

^{*\$124,340 (}ex GST) paid on I2 July 2012.

Project Reporting Requirements:

- 6 monthly performance
- quarterly statistical
- quarterly financial

Performance reports should include a list and copy of all resources developed with Queensland Health funding in the past six months with each six monthly performance report, regardless of whether approval was sought for the use of the Queensland Government logo.

The organisation is to submit a summary of key achievements and trends/issues identified in relation to the previous six months with each Performance Report.

PROJECT SPECIAL CONDITIONS

The organisation is to participate in an annual forum to be convened by Communicable Diseases Unit, Queensland Health, and is to present on achievements for the year, identified trends/gaps and any issues that may have arisen in the previous period.

The organisation will discuss annual priorities for the program with the Communicable Diseases Unit and Community Services Unit, Queensland Health prior to the commencement of each year of the Service Agreement.

The following operating principles will be used to conduct this program.

- 1. The interests of target population/s will inform the design, development and evaluation of policies, strategies and activities.
- 2. The program will provide access to evidence based information and resources regarding blood borne viruses (BBVs) and sexually transmissible infections (STIs).
- 3. The program will provide access to relevant education and training regarding blood borne virus and sexually transmissible infections.
- 4. The program will facilitate access to relevant health and welfare services and programs.
- 5. Interventions will be targeted, evidence based and delivered within strategic time frames.
- 6. The workforce will be appropriately skilled and supported.

Certified im Woolgar

- 7. Programs will be supported by a marketing and communication plan informed by relevant policies including the Queensland Health Publications Policy 2003 and the Communicable Diseases Unit Resource Production and Distribution Guidelines (Attachment 1).
- 8. There will be timely communication with Queensland Health in relation to risk management.
- 9. Research activities will meet ethical standards and relevant approval processes.
- 10. Evaluation will be a core component of the services and programs.
- 11. The program will maintain a collaborative and working partnership with the Communicable Diseases Unit Queensland Health, Health and Hospital Services, other service providers and other stakeholders to achieve the program objectives.
- 12. Development and delivery of training will be informed by the needs of stakeholders and tailored to the specific needs of participants, reflecting their different levels of experience and existing knowledge.

Certified Kim Woolgar

SCHEDULE 3

Service Provider:

PERFORMANCE FRAMEWORK

Performance Report for the period:	July to December 20 January to June 20
Please provide this report to:	The Director – Community Services Unit Finance Branch Queensland Health GPO Box 48 BRISBANE QLD 4001
Organisation: Respect Inc	Org Id: 3065

HIV/AIDS, Viral Hepatitis and Sexual Health Project Title: Project Id:

Education and Prevention Program for Sex

Workers

Respect Inc

01 July 2012 - 30 June 2014 **Contract Period:**

File No:

SP Id:

QCOS/010831

5127

67209

Perspective 1: Funded Service Delivery

Target Group:	The primary target group is sex workers in Queensland.	
Location:	Primary offices located in Brisbane and Townsville	
Service Availability:	Geographic reach of the service is Statewide with services being coordinated from a minimum of two offices (one in north Queensland and one in south Queensland).	
	The main geographic areas to be covered are the Greater Brisbane Area, Toowoomba, Sunshine Coast, Hervey Bay, Gold Coast, Far South Queensland, Gold Coast Hinterland, Townsville, Mackay, Rockhampton, Gladstone, Far North Queensland and Mt Isa.	
	 Services will include: Bilingual health educators Peer Health Educators Access to a website addressing the needs of sex workers A telephone line staffed Monday to Friday 9am – 5pm (with an after hours recorded information service). 	

Focus Area:	Funded Service	
Objective 1.1 Indicator 1.1a		es as agreed with Queensland Health. rvice activity types as described in its Service
Service Type:	Information Provision	
Organisation's	Strategy	Report against strategies must include: Resources developed (addressing HIV, hepatitis C and STIs). Resources used (including those developed elsewhere) and how distributed/used. Type of information strategies utilised in disseminating information to clients and other stakeholders. Other information strategies. Details of networks/partnerships established.

Funded Service Type: Health Promotion	
- 10 August - Walk (a. 1971) - 10 August 1990 (a. 1971)	The second secon
Organisation's Strategy	Organisation's Performance
.47(3)(b)	Report against strategies must include:
	 Number and type of social marketing campaigns implemented.
	Resources developed.
	 Resources used (including those developed elsewhere) and how distributed/used.
	 Number and type of information and education sessions delivered.
	 Number and type of promotional activities undertaken directly with target group.
Funded Service Type: Advocacy	
Organisation's Strategy	Organisation's Performance
.47(3)(b)	

Focus Area:	Service Delivery Statistics			
Objective 1.2	The Organisation collects and reports service delivery statistics as agreed with Queensland			
	Health.			
Indicator 1.2a	The Organisation collects and reports direct service delivery statistics to Queensland Health using the standard data set as described in its Service Agreement.			
- Manager the place of the control o	Organisation's Strategy Organisation's Performance			
	will collect and report service statistics on a	Not Applicable		

Perspective 2: Consumer and Community

Objective 2.1	The organisation's consumers are satis	sfied with services delivered.	
Indicator 2.1a	icator 2.1a The organisation has a process for monitoring consumer satisfaction and improves its serv according to the feedback collected.		
Organisation?s	Strategy	Organisation's Performance	
Indicator 2.1b	The organisation has a documented, ac	lvertised and accessible complaint mechanism.	
Organisation's	Strategy	Organisation's Performance	
47(3)(b)			
		ers are aware of their rights and responsibilities and	
Objective 2.2	upholds the rights.	·	
Objective 2.2 Indicator 2.2a		form consumers of their rights and responsibilities, and meet their responsibilities.	

Indicator 2.2b The organisation has systems in place to ensure the confidentiality, privacy and consent of consumers.				
Organisation's Strategy	Organisation's Performance	Server in the server of the se		
47(3)(b)				

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 organisation develops strategies t non-discriminatory to the target group.	o ensure that its services are culturally appropriate and		
Organisation's	Strategy	Organisation's Performance		
	will provide services that are appropriate cultural needs of consumers.			
Objective 2.4	The organisation addresses physical ar	nd knowledge barriers that may prevent the target group		
Indicator 2.4a		resses barriers to access to the service by groups or on, publicising service availability, and the service delivery		
Organisation's	Strategy	Organisation's Performance		

Focus Area: Engagement and Participation

Objective 2.5	The organisation encourages participation by members of the target group and the broader community.			
Indicator 2.5a The organisation has a process in place to allow its consumers and representati community to participate in service planning, delivery and evaluation.				
Organisation's	Strategy	Organisation's Performance		
and evaluation mechanisms) w stakeholders th	participate in service planning, delivery n (other than consumer feedback ill be made available to consumers and rough a variety of mechanisms and ommodate individual needs, resources and			
	nsumers and stakeholders will be recorded by the organisation in future service			

Focus Area: Appropriate Services

Objective 2.6	The organisation plans its services in ac	cordance with the needs of its targ	get group.
Indicator 2.6a	The organisation develops and implem group's needs.	ents specialist activities that are	appropriate to its target
Organisation's	Strategy	Organisation's Performance	THE METERS OF THE STATE OF THE
provide access	n will ensure mechanisms are in place to to a range of services appropriate to the thin the available resources.		

Focus Area: Collaboration

Objective 2.7 The organisation collaborates to enhance service delivery for its target group.				
Indicator 2.7b The organisation actively collaborates with other agencies to improve its service delivery.				
Organisation's Strategy Organisation's Performance				
The organisation will develop and continue to maintain collaborative processes for planning and coordinating services with other agencies to improve services for consumers. This will be achieved through: networking with other organisations to develop and deliver resources and programs; sharing information about other organisations and the services available for consumers; and developing appropriate referral processes with other agencies according to consumer's needs, as required.				

Perspective 3: Continuous Quality Improvement

Focus Area: Inno	vation and Lea	arning						
Objective 3.1 The organisa	tion is committed	l to ongoir	ng devel	opmer	nt of its se	rvice activiti	es and worke	ers.
	ation supports and operations.	learning	about	best	practice	approaches	to service	delivery,
Organisation's Strategy	· · · · · · · · · · · · · · · · · · ·	ing reliate gry Li Stepen	Organ	isatio	n's Perfor	mance	erzen waren in	., 88.
The organisation will main affiliation with key groups vermain informed regarding is service delivery and management. The organisation will ensure that supported to effectively undertwithin the organisation to proconsumers.	within the commisues of best pront. It it's staff are approaches their roles a	nunity to actice in ropriately nd duties						
 The organisation will ensure that have access to ongoing opportunities appropriate within the organisation; are involved in regular state have access to profess appropriate). 	training and dev to their roles ar ff appraisals; and	nd duties						

Focus Area:	Workplace Health and Safe	ety			
Objective 3.2	The health and safety of all persons with	hin the organisation is protected.			
Indicator 3.2a	ndicator 3.2a The organisation has a strategy to ensure safe management of work practices and physica psychological aspects of the environment.				
Organisation's	Strategy Strategy	Organisation's Performance			
within the work they comply we standards and re The organisation • have acce opportunit within the • are involve • have acce appropriate • staff will debriefing Fire, security and The organisation under the Fire Building Fire Sa	be provided with regular access to or critical incident sessions, as required. Ind other emergencies: In is aware of and complies with obligations and Rescue Service Act 1990 and the afety Regulation 2008. Indicate the staff actively work to provide an it safe systems of work that minimise fire,				

Focus Area: Risk Management					
Objective 3.3 The organisation monitors organisation	al risks and controls these where possible.				
Indicator 3.3a The organisation develops, documents and implements a risk management process.					
Organisation's Strategy	Organisation's Performance				
The organisation will conduct a regular risk assessment to identify, assess and manage risk and potential hazards associated with the organisation, its activities and services on a regular basis.					
The organisation will ensure staff receives information to understand the legal responsibilities of their work, including but not limited to, anti-discrimination, workplace health and safety and confidentiality requirements. This will be provided upon initial induction, in addition to regular information update sessions.					

Focus Area:	Evaluation	
Objective 3.4	The organisation regularly evaluates its	activities.
Indicator 3.4a	The organisation has developed valid service activities and outcomes.	systems or processes for evaluating and improving its
Organisation's	Strategy	Organisation's Performance
nonitor and eva quality and effe data will be used encourage identify tro provide ev provide a	on will establish processes to regularly aluate its activities to determine the impact, activeness of its services. Information and doto: ongoing improvement; ends and emerging issues; ridence of the impact of activities; and in informed basis for decision making, diffuture planning of services.	

Perspective 4: Management and Resourcing

Objective 4.1	The Management Committee provides organisation's achievements and service the target group.	leadership and takes responsi es contribute to improving th	bility for se health	ensuring (and well-b	that peing	the of
Indicator 4.1a	The Management Committee meets it including matters relating to corporate	s obligations under the Asso governance, financial adminis	<i>ciation In</i> tration an	corporatio d insuran	ons A	ici,
Organisation's	Strategy	Organisation's Performance	<u> </u>		i Sili	.o.₹.
legal, contracti	nt Committee will comply with all of its ual and administrative requirements, not limited to obligations under the orporations Act* and the Queensland greement.	* The Act name will be organisation's legal status.	changed ·	dependent	on	an
 ensure the organisatio operate in a provide for relevant an ensure that 	t Committee will: at assets are applied towards the n's aims and purpose; an accountable and transparent manner; inancial information on an accurate, d timely basis; and adequate and appropriate insurance cover anisation is maintained.					
procedures that segregation of o	n will have an agreed set of financial t cover accountability, audit trails, duties, recording, reporting and decision These procedures will be reviewed					
Committee mem	on will ensure that all Management abers participate in an induction program of their roles and responsibilities and the onstitution.					

Indicator 4.1b The Management Committee leads the identification of the organisation's service priorit development of the strategic plan.						
Organisation's Strategy	Organisation's Performance	April 1995				
The Management Committee will lead staff and other stakeholders in determining the direction and scope of the organisation by developing a strategic plan which: • analyses the internal and external environment; • considers changes and transitions; • sets out clear directions; and • sets concrete goals for the future.						
The organisation will explore innovative options to maximise the organisations sustainability.						

Focus Area:	Operational	l Management						
Objective 4.2	ective 4.2 The organisation's management is accountable for how services are delivered.							
Indicator 4.2a The organisation has a documented plan that clearly identifies its goals and strategies, an workers responsibilities and accountabilities.								
Organisation's	Strategy	ne tradición de la companya de la co	Organisation's Performance	and the second				
 link with outlined in detail the strategy; assign resp 	's business plan will: the organisations gos the Strategic Plan; actions required to onsibilities and timefrar sources required.	implement each						
procedures to en manage the fin property, equip	n will regularly review nsure appropriate syster ancial, human and en ment, assets) resource ant legislative requireme	ms are in place to vironmental (e.g.: es effectively and						

Focus Area:	<u>E</u> f	ficient Use o	f Resources							
Objective 4.3	Services are delivered to the target group with an efficient use of resources.									
Indicator 4.3b The Management Committee is accountable for the efficiency of service delivery.										
Organisation's	Strategy	osie se osioni Sili	Service Service	Organisation's Performance	- 1	Trappine) Popine existence				
The organisation procedures to entering the find property, equip within any relevant	nsure approp ancial, hum ment, assets	oriate systems a an and enviro s) resources e	are in place to nmental (e.g.: ffectively and							

Focus Area:	Transparency and Account	ability		
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 practice and registration requirements.			
Organisation's Strategy		Organisation's Performance		
_	n will maintain a Code of Conduct that opriate standards of conduct for staff and mmittee.			
The organisation will ensure that staff are appropriately qualified and maintain the relevant professional registrations/standards to perform their roles.				
years of age or Management Co	s that work with young people under 18 people with impaired capacity, staff and ommittee will be required to hold a Blue the Commission for Children and Young			

Org Id:	3065	Organisation:		Respect Inc		
SP Id:	5127	Service Provider:		Respect Inc		-
				HIV/AIDS, Vi	ral Hepati	tis and Sexua
				Health Educa		d Prevention
Project Id:	67209	Project:		Program for Sex	Workers	
		Please tick the period	relev	ant to this financial	report	
Period to 3	30 September			Period to 31	December	
Period to 3	31 March			Period to 30	June	
SUMMARY (OF FINANCI	AL TRANSACTIO	N			
	Operating Fu	inding		One-of	f Payment	S
Total Income	To Date:	\$	Tot	al Income To Date:		\$
Less Total Op	erating Expendit	are: \$	Les	s Total One-off Exp	enditure:	\$
Operating surp	olus/deficit:	\$	On	e-off surplus/deficit:		\$
REASONS F	OR SURPLUS	S/DEFICIT (Identify	dO v	erating and One-	off separat	telv)
ABN: GST Status:	□□-□□ Registered	☐—☐☐☐—☐☐☐—☐☐ (please tick)		Effective from		
GST Status: We, hereby of 1. The info	Not Registered certify that: ormation contain	'-		Effective from	:/	/
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We, hereby of the proj 2. Adequareceipts 3. A full at 4. Funds h 5. All term	Not Registered certify that: cormation contain ect; te internal contain and bank recond complete set ave been used for and conditions	ned in the attached Fir rol procedures exist ciliations;	nancia in the s beer ch the	Effective from	e financial payme	performance of
We, hereby of the proj 2. Adequareceipts 3. A full at 4. Funds h 5. All term	Not Registered certify that: cormation contain ect; te internal contain and bank recond complete set ave been used for and conditions	ned in the attached Fire rol procedures exist ciliations; of financial records has been the purposes for which sof the Service Agreer	nancia in the s beer ch the	Effective from	e financial payme	performance of
We, hereby of the proj. 2. Adequareceipts 3. A full at 4. Funds h. 5. All term. 6. The und	Not Registered certify that: ormation contain ect; te internal contain and bank recond complete set ave been used for and conditions dersigned are aut	ned in the attached Fire rol procedures exist ciliations; of financial records has been the purposes for which sof the Service Agreer	nancia in the s beer ch the	Effective from al Report reflects the e recording, authori n maintained; ey were provided; have been complied the organisation.	e financial payme	performance of
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We, hereby of 1. The information the projugation of	Not Registered certify that: ormation contain ect; te internal contain and bank recond complete set ave been used for and conditions dersigned are aut	ned in the attached Fire rol procedures exist ciliations; of financial records has been the purposes for which sof the Service Agreer	nancia in the s beer ch the	Effective from al Report reflects the recording, authori maintained; by were provided; have been complied the organisation. Signature: Print Full Name:	e financial payments	performance of

Finance Branch Queensland Health GPO Box 48

BRISBANE QLD 4001

(ii) FINANCIAL REPORT

Org Id:	3065	Organisation:	Respect Inc
SP Id:	_5127	Service Provider:	Respect Inc
			HIV/AIDS, Viral Hepatitis and Sexual Health
			Education and Prevention Program for Sex
Project Id:	67209	Project:	Workers

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.

	RECEIPTS Annual Allocation	Actual Income to Date
Queensland Health Operating Funds	\$	\$
Queensland Health One-off Funds		\$
Rollover surplus from previous financial year approved for one-off expenditure	Para Para Para Para Para Para Para Para	\$
Interest earned on Queensland Health Funds		\$
Other Income		\$
TOTAL INCOME TO DATE		\$

EXPENDITURE			
Budget Items	Forecast Budget to Date	Actual (Cumulative) Expenditure to Date	
Direct Expenditure E.g.: Salaries / on co	osts		
TOTAL (Direct Expenditure)	\$	\$	
Indirect Expenditure E.g.: Admin / Ope	erating	(# 1) 1 - 1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -	
TOTAL (Indirect Expenditure)	\$	\$	
TOTAL OPERATING EXPENDITURI	E		
One-off Expenditure			
TOTAL ONE-OFF EXPENDITURE		\$	
TOTAL EXPENDITURE TO DATE		\$	

(i) RECIPIENT CREATED TAX INVOICE (RCTI) AGREEMENT

Organisation Name:	Respect Inc	
Organisation Postal Address:	PO Box 2410 TOWNSVILLE QLD 4810	
Organisation ABN:	475.525.356.61	
Organisation GST Status:	GST registered: No Yes Effective from: 1/9/09	If Yes, please certify the RCTI agreement below.
SP ID:	5127	
Financial Year Start Date:	2012/	

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		Queensland Health	
 I, hereby, certify that the Organisation is registered for GST, and 		For and on behalf of Queensland Health, I hereby certify that:	
 the Organisation agrees to be bound by the terms and conditions of the RCTI Agreement outlined in Part (ii). 		1. Queensland Health is registered for GST purposes and its ABN is 66 329 169 412;	
Signature:	Moul	2. Queensland Health agrees to be bound by the terms and conditions of the RCTl Agreement outlined in Part (ii). Signature	
Print full name:	CANDI FORREST	Print full name: Supan Myddleduck	
Position:	TREASURER (President/Chairperson/Treasurer /Secretary or other authorised Board Member)	Position: Deputy Director-General, System Support Services Division	
Date: 3	0 110112	Date: 2/11/17.	

Refer to Part (ii)

Certified
Kim Woolgar
CS OR VI 2012 06-0 FOTO Community Services Unit
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(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 takes 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.

BANKING DETAILS

SECTION A - YOUR FINANCIAL INSTITUTION ACCOUNT DETAILS

I/We hereby confirm the Organisation's banking details are as follows:

Organisation name: Respect Inc ABN: 47 552 535 661 U	ŭ
Name of Approved Financial Institution:	s.73 - Irrelevant information
Institution/State/Branch Number:	
Account number:	
Account name:	114
Signature:	- CM-ford
Name (please print):	Candi Forrest
Position:	Treasurer
Contact phone number:	s.73 - Irrelevant information
(Organisation must ensure Section B is Institution e.g. Bank, Building Society, etc. in The above account details have been verified Name of Institution: Signature: Name (please print): Position:	cluding bank stamp.)
Date:	
SECTION C – FOR FORWARDING OF F Address: Fax number:	BANK STAMP

ATTACHMENT 1

1.

2.

Name of funded Agency.

RESOURCE PRODUCTION AND DISTRIBUTION APPLICATION

Blood Borne Virus and Sexually Transmissible Infection Program Communicable Diseases Unit - Queensland Health

The development of any material, (pamphlet, booklet, publication, video, film or other audio-visual material) which is either partly or wholly funded by Queensland Health and intended for public distribution AND displays the Queensland Government logo MUST be presented to Queensland Health for approval prior to production and distribution. All material submitted for approval must meet professional standards and be at the 'final draft' stage. This means all proof reading, editing, focus testing, design and layout have been completed. Where a resource refers to medical or technical information, you are required to have evidence that this information is supported or endorsed by an appropriately qualified professional. Similarly, where resources refer to ethnic or Indigenous issues, you must have evidence that these groups have been consulted and support the information provided in your resource.

You need to allow at least **four weeks** for a resource to be approved by Queensland Health. This does not include the time taken by Queensland Health when requesting the applicant to resubmit a resource. The four week period commences when a resource is of a satisfactory standard and can be submitted to the authorised delegates in Queensland Health for approval.

The following assessment information is to be completed by the agency and attached to a copy of the proposed resource. Following approval, the agency will be advised in writing of Queensland Health's approval to proceed with printing and distributing the resource.

	ct details of person responsible for managing the project funds itcomes.
ľ	Name:
1	Position
£	Address:
)	Email:
I	Fax:
	Phone:

Proje	
	···
Proje	et outcomes
Outlin	the intended outcomes of distributing the resource.
Targ	t audience
List tl appro	target audiences for whom the material is designed. NB: Queensland He all to develop and distribute the resource will be limited to this list.
List th appro	target audiences for whom the material is designed. NB: Queensland He al to develop and distribute the resource will be limited to this list.
approv	e target audiences for whom the material is designed. NB: Queensland He all to develop and distribute the resource will be limited to this list.
<i>appro</i> v	al to develop and distribute the resource will be limited to this list.
<i>appro</i> v	oution Agencies
<i>appro</i> v	oution Agencies
Distri	oution Agencies
Distri	oution Agencies es distributing this material will be:
Distri	oution Agencies solution Restrictions

Background

7. Research

Provid	e a brief outline of research undertaken/ rationale for producing the resource.
1	
Focu	s Testing and Target Group participation
0 31	
Outli	ne what focus testing with intended targets that has occurred, and the results of th g.
1	
1	
1	
Expe	ert opinions
7/	
Pieas	e provide details of medical or other experts consulted in the development process
4	
1	

In line with legislative requirements it is the view of the Agency that this resource does not breach any part of the following:

- ◆ The Criminal Code 1989 [Section 150 Obscene Material]
- ◆ The Public Health Act 2005 [Section 77 Confidentiality of information]
- ◆ Classification of Publications Act 1991 [Section 13 Possession of a Prohibited Publication]

and that the resources described in this Application will be distributed only in accordance with the Distribution Guidelines as described.

Signed	Date
on behalf of (Agency)	

Please forward completed application and draft copy of proposed resource to:

The Director
BBV and STI Program
Communicable Diseases Unit
Queensland Health
PO Box 2368 Fortitude Valley BC
Queensland 4006

November 09

QUEENSLAND HEALT	H USE ONLY:
	MATERIAL: e conforms with Queensland Health Publication omments below or as attached:
1.	
2.	
_	
3.	
Name:	
Position:	
Signed:	Date
APPROVED BY:	
Senior Director - Commu	ınicable Diseases Unit
Signed	Date:



Department of Health

Enquiries to:

Funding and Contract

Management Unit

Telephone: Facsimile: File Ref:

QCOS/010831 HQ000121

Ms Candi Forrest Treasurer Respect Inc PO Box 2410 TOWNSVILLE QLD 4810

Dear Ms Forrest

Request for Offer No. FCMU 2013.14–013 Establishment of a Service Agreement for Blood Borne Virus and Sexually Transmissible Infections Programs.

I refer to the letter dated 26 August 2014 which was sent to you advising that your organisation's offer in response to the above Request for Offer has been partially successful for the period 1 October 2014 to 30 June 2017.

As you are aware, negotiations concerning the exact scope of the services to be provided by Respect Inc are not yet finalised.

Pending finalisation of all terms of the proposed Service Agreement, funding will be provided to your organisation for the period 1 October 2014 to 31 October 2014 to:

- enable continuation of service delivery during finalisation of the post request for Offer negotiations; and
- enable review of initial implementation plans in the context of the Request for Offer outcome.

The amount of funding to be made available for this period will be \$51,250 (excluding GST).

Terms and conditions of this funding will be as specified in the Queensland Government Social Services Standard Service Agreement ('the terms and conditions'), a copy of which is attached.

If you agree to provide the requested services referred to above on the terms and conditions, please sign the attached copy letter in the space provided and return by Friday 26 September 2014 to:

The Senior Director, Funding and Contract Management Unit Health Commissioning Queensland Queensland Health GPO Box 48

duts sincerely

Phillip Davies

Deputy Director-General

Health Commissioning Queensland

BRISBANE QLD 4001

[[2]4]|2014

'I, Candi Forrest for and on behalf of Respect Inc accept the terms and conditions of this letter.

Dated____

Signed

In the presence of

Signature of witness

Witness' full name__

Dated 30/9,



Department of Health

Enquiries to: Community Services Funding

Branch

Telephone: File No: Doc Ref:

QCOS/10831 400755

sen+ 16/6/16.

Ms Jenny King Chairperson Respect Inc. PO Box 2470 NEW FARM QLD 4005

Dear Ms King

I refer to the recent letter from the Respect Inc Management Committee regarding the resignation of the staff member employed to undertake the Demonstration Prevention Project - Youth (Gold Coast) and your organisation's subsequent meeting with Queensland Health to discuss future options for this project deliverable.

As agreed at this meeting, you will maintain the position and the project, commencing recruitment processes to appoint to the vacant position, which can be based in the southeast (either on the Gold Coast or in Brisbane). The project will see a shift in focus from direct contact with young people to a focus on making contact and building capacity with youth services through more formalised training resources and programs.

Furthermore, the following amendments to your Service Agreement deliverables were also agreed at the meeting:

- The Asian FIFO/DIDO project will cease
- The enhanced data collection project will cease until further notice
- The outreach of the current Statewide Asian Peer Educator will be extended to include Cairns and Townsville
- Respect will implement recommendations from the Asian Sex Worker Needs Assessment (priority recommendations to be agreed between Queensland Health and Respect)

These changes to the deliverables in your agreement will be captured in a Variation Agreement, which will be sent for execution in due course.

The Community Services Funding Branch (CSFB) has also reviewed the concerns raised in relation to the outcome of your organisation's 2014/2015 Audited Financial Report (AFR) and Annual Financial Statements (AFS) review, which resulted in a surplus recall of \$22,620 excl. GST (\$24,882 incl. GST).

Office Queensland Health 147-163 Charlotte Street BRISBANE QLD 4000

Postal GPO Box 48 BRISBANE QLD 4001

Phone 3006 2815

CommunityFunding@health.gld.gov.au

I am pleased to advise that the reassessment of the AFR/AFS documentation has resulted in a revised surplus of \$9,655 excl. GST (\$10,621 incl. GST) and as such, you will be reimbursed the amount of \$12,965 excl. GST (\$14,261 incl. GST). This reimbursement amount will be processed for payment to your organisation prior to the end of June.

Yours sincerely

Kim Woolgar

Senior Director

Community Services Funding Branch

Healthcare Purchasing and System Performance Division

mn 15/6/16

16 1 6 12016

ADDENDUM ID: 2014-15.3065.002 TO SERVICE AGREEMENT NUMBER 2014-15.3065.001 DATED 15 JANUARY 2015

Respect Inc Org ID: 3065

through

Respect Inc, SP ID: 5127 for

Prevention and Testing Program, Project ID: 70290

- The parties to the Service Agreement agree that the terms and conditions of Service Agreement number 2014-15.3065.001 are varied as set out below effective from the date of execution of this Addendum by the State of Queensland acting through Queensland Health. In all other respects the Service Agreement continues in full force and effect.
- (a) Replace Funding Schedule 1 with Funding Schedule 2

EXECUTED as an Agreement

SIGNED for and on behalf of the State of Queensland acting through Queensland Health ABN: 66 329 169 412 by its duly authorised representative:

(signature)

* Nichobs Steele
(name)

* Deputy Director-Genera
(position)

* 8n november 2016

(date)

x (signature of witness)

* Sandy Brennan (name of witness)

SIGNED for and on behalf of Respect Inc, ABN: 47 552 535 661 as its duly authorised officer:

(signature)

CANDI FORREST

(name)

× TREASURER (position)

14/10/16

(signature of witness)

(name of witness)

ommunity Services Funding Branch

WEIOOW MIN

FUNDING SCHEDULE: 2

1. SERVICE AGREEMENT

This Funding Schedule relates to Service Agreement number 2014-15.3065.001.

2. IMPORTANT DATES IN RELATION TO THIS SCHEDULE

Schedule Start Date	1 November 2014	
Schedule End Date	30 June 2017	
Establishment Date	Not applicable	

3. SERVICES

3.1. Services to be provided

The Services to be provided, and that the Funding must be used towards, are described in item 6.1 of this Funding Schedule.

3.2. Subcontract, contact and other details

(a) Not applicable.

4. FUNDING UNDER FUNDING SCHEDULE

\$1,663,576 (excluding GST).

Refer to item 5 for further details about the Funding under this Funding Schedule.

5. FUNDING DETAILS

5.1. Per annum Funding

SPID	Project ID	Project Name	Funding 2014/2015 (excl. GST)	Funding 2015/2016 (excl. GST)	Funding 2016/2017 (excl. GST)	Total Project Funding (excl. GST)
5127 70290	70290	Prevention and Testing Program	\$410,000	\$626,788	\$626,788	\$1,663,576
		Total Funding (excl. GST)				\$1,663,576

5.2. One-off Funding

(a) One-off Funding for purchase of Assets

Description	Funding amount (excl. GST)
Not applicable	\$0

(b) Other one-off Funding

Description	Funding amount
-------------	----------------

	(excl. GST)
Not applicable	\$0

5.3. Funding Source

Blood Borne Virus and Sexually Transmissible Infections (BSTI)

6. DETAILS ABOUT SERVICES

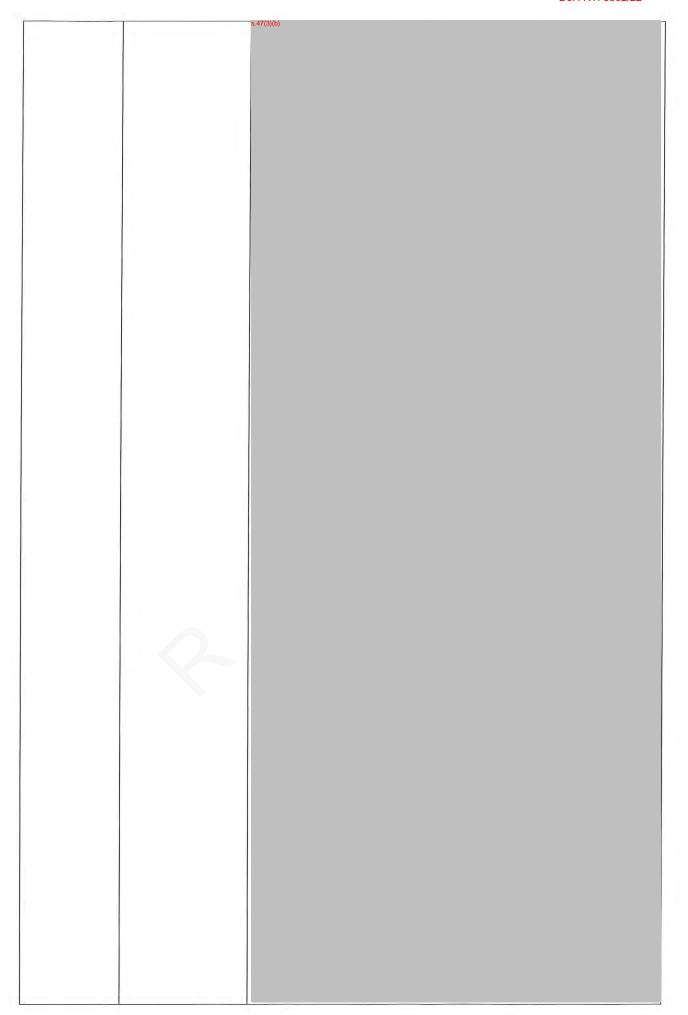
6.1. Description of Services

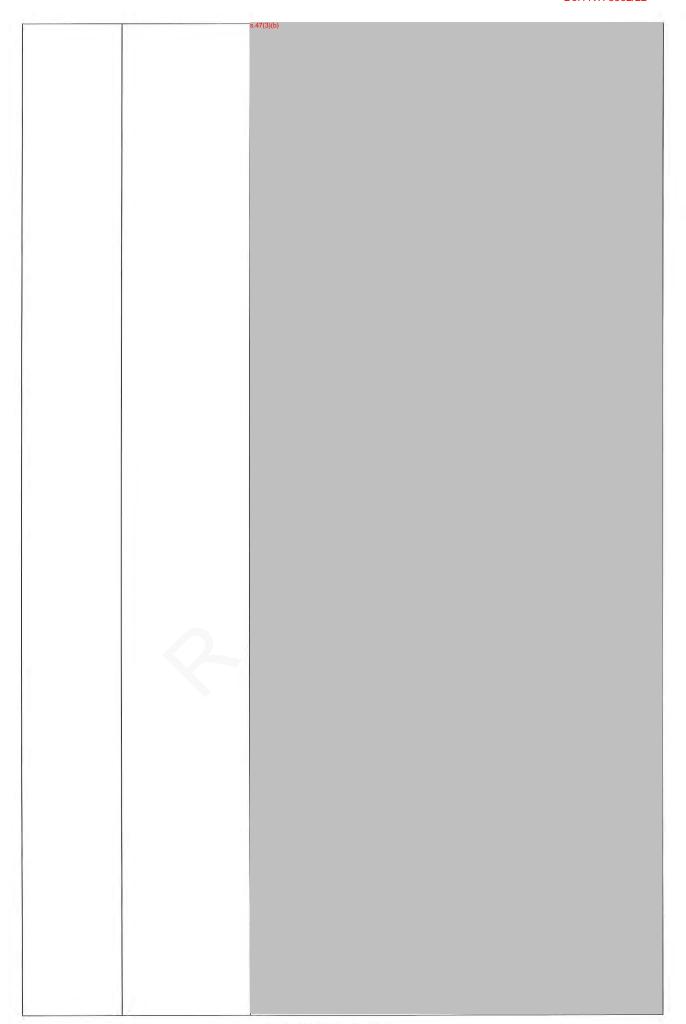
Service Users (Target Group)	Sex workers – including male to female transgender-woman.
Service type(s)	Prevention and Testing
Service mode(s)	Not applicable
Service particulars	Prevention and Testing – the provision of services or programs intended to prevent the transmission of blood-borne viruses and the active promotion of testing.
Geographic Catchment Area	Statewide Service Base region office locations in Brisbane, Cairns, Gold Coast and Townsville. Outreach services to remainder of Queensland.
Operating hours	Brisbane Office – 25 business hours per week, spanning over at least 3 days. 3 x Regional Offices – 10 contact hours per week, when not on outreach to remote areas. * Business office hours will be temporarily reduced when after hour and weekend contact is implemented.
After hours and closure arrangements	In consultation with the Program Coordinator, other agencies and outreach workers, for example Community HIV Education and Prevention (CHEP) Program Workers, business office hours may be restructured to provide contact office hours after 5pm and evening outreach (5-8pm) and weekend outreach and events.

6.2. Deliverables

You must deliver the output(s) specified below.

Project ID	Project name	Output
		The Service/s are to be delivered as specified in Your Offer Submission RFO No. FCMU 2013.14-013 "Establishment of a Service Agreement for Blood Borne Virus and Sexual Transmissible Infections Programs, and unless otherwise stated below by Us.
		s.47(3)(b)







6.3. Service Delivery Requirements

The Services must be delivered in accordance with and meet the requirements set out in the document(s) specified below.

Document name	Document section	
Queensland HIV Strategy 2013-2015	http://www.health.qld.gov.au/sexhealth/	
Draft Sexually Transmissible Infections Strategy 2014- 2017	http://www.health.qld.gov.au/sexhealth/	
Draft Viral Hepatitis Strategy 2014-2017	http://www.health.qld.gov.au/sexhealth/	
Australian STI Management Guidelines	http://www.health.qld.gov.au/cdcg/index/	

7. REPORTING REQUIREMENTS

7.1. Performance measures

You must collect and report on the following performance measurement data in relation to the Services, set out in the table below (**Performance Measurement Data**).

Service type code	Output measures
Prevention and Testing	s.47(3)(b)

	s.47(3)(b)
Implementation P	lan
In order to gain a	more complete view of Your service planning and uptake of Services as described in

implementation plan to Us, describing the following:	offer submission.	You are required	to provide an
s.47(3)(b)			
The implementation plan will be provided to Us by 24	lanuary 2015		
The implementation plan will be provided to Us by 31 . Annual Review Plan	ranuary 2010.		
The purpose of the annual review of the Implementation	n Plan is to provide	an opportunity to a	ssess what
strategies are working well and what is not and sugges goals.	t new and improved	d ways to achieve th	ne agreed
9			

You must submit the data, statements and reports specified below, in each case by the due date and in accordance with the details and standard of reporting requirements and lodgement requirements specified below.

	Reporting period and due date	Details and standard of reporting	Lodgement
Implementation Plan	Reporting Period: One off Due Date: 31 January 2015.	The Implementation Plan is specified in item 7.1 and must be prepared in accordance with the applicable deliverables listed at item 6.2 and funding specification documents at item 6.3. The Implementation Plan will also specify the planned Program Evaluation.	Implementation Plan must be submitted via email at s.73 - Irrelevant information health, qld, gov, au
Performance Measurement Data	Reporting period: Six monthly Due date: 31 July of each year of the Service Agreement and 31 January (1 month after the end of quarter 2)	Performance Measurement Data as specified in item 7.1 must be collected in accordance with the data requirement and the applicable deliverables listed at item 6.2 and funding specification document listed at Item 6.3.	Performance Measurement Data must be submitted via email at s.73 - Irrelevant information health, qld, gov, au
Annual Review of Implementation Plan	Reporting period: Annual Due Date: 31 July of each year of the Service Agreement	Annual Review Plan will review service delivery against the Implementation Plan and the baseline KPIs as specified in item 7.1 and will inform future service delivery and additional and/or changes required to program KPIs.	Annual Review Plans must be submitted at s.73 - Irrelevant information (a) health.qld.gov.au
Performance Measurement Meetings	Reporting period: As agreed in consultation with You.	You will meet with us from time to time as agreed in consultation with You, to provide verbal performance progress updates on funded activities listed at items 6.2 and Performance Measurement Data at 7.1.	

8. TIMING OF FUNDING PAYMENTS

Payments of the Funding will be made in instalments as specified below.

Funding type	Payment basis and due dates
Per annum Funding (see item 5.1 of this Schedule)	We will provide Funding as set out in item 5 of this Funding Schedule payable quarterly in advance, subject to You having complied with all of Your obligations in relation to the Funding and Services under this Funding Schedule.

One-off Funding (see item 5.2 of this Schedule)	Not applicable.

9. SPECIAL CONDITIONS

At any time during the course of this Service Agreement, if any changes occur with the originally stated Service Delivery Model or your Service partners provided by You to Us in Your Offer Submission, You must advise Us accordingly.

10. ATTACHMENTS

Not applicable.

Queensland Health



Service Agreement – Funding and Service Details

Version 1.0

PLEASE NOTE:

The Service Agreement comprises two parts:

- Funding and Service Details
- Standard Terms

THE PARTIES:

Us

The State of Queensland acting through Queensland Health ABN 66 329 169 412

and

You

Name of funded organisation	Respect Inc (You, Your, the Organisation)
ABN/ACN	47 552 535 661

Service Agreement number 2014-15.3065.001

Kim Woolgar
Senior Director
Funding and Contract Management Unit

Version 1.0

Page 63 of 252

1. Formation of Service Agreement

1.1 Service Agreement

- (a) Subject to these Funding and Service Details being signed by both parties, a Service Agreement will commence with effect from the Agreement Commencement Date and will continue for the Term.
- (b) The Service Agreement is comprised of the documents specified in clause 1.2 of the Standard Terms

1.2 Commencement and duration

Agreement Commencement Date	1 November 2014
Agreement Expiry Date	The date of expiry or termination of the last remaining Funding Schedule.

1.3 Funding Schedules

Each attached Funding Schedule describes:

- (a) Funding that We will provide to You, including the basis on which that Funding will be paid; and
- (b) the Services that You must provide and that You must use that Funding towards, including:
 - (i) the Establishment Date (if any) for the Services;
 - (ii) Deliverables and Service Delivery Requirements; and
 - (iii) some specific requirements that You must comply with, such as Reporting Requirements.

2. Terminology

- (a) Certain words or phrases with capital letters that are used only in these Funding and Service Details (e.g. "Quality Framework") are defined in clause 10;
- (b) Other words or phrases with capital letters that are used generally in the Service Agreement (e.g. "Funding") are defined in clause 31 of the Standard Terms;
- (c) In these Funding and Service Details, unless otherwise stated:
 - (i) references to "clauses" mean clauses in these Funding and Service Details and references to "items" mean items in an attached Funding Schedule;
 - (ii) a reference to "Queensland Health", "the Department of Health", "Our", "We", "FCMU", "Funding and Contract Management Unit", is a reference to Us; and
 - references to "Standard Terms" mean the document titled 'Service Agreement Standard Terms' version 1.0.

3. Contact details

3.1 Your address and Contact Officer

Contact Officer	s.73 - Irrelevant information
(person or position)	
Postal address	
Physical address	

	Hermit Park
	TOWNSVILLE QLD 4812
Telephone number	s.73 - Irrelevant information and s.73 - Irrelevant information
Fax number	07 3835 1122
	s.73 - Irrelevant information @respectqld.org.au
E-mail address	s.73- Irrelevant @respectqld.org.au
	information ·

3.2 Our address and Departmental Officer

Departmental Officer (person or position)	Senior Director, Funding and Contract Management Unit
Postal address	GPO Box 48, BRISBANE, QLD 4001
Physical address	147-163 Charlotte Street, Brisbane, Queensland
Telephone number	s.73 - Irrelevant information
Fax number	s.73 - Irrelevant information
E-mail address	Irrelevant @health.qld.gov.au

4. Standard Queensland Health Departures from the Standard Terms

4.1 Clauses in Standard Terms that do not apply

The following clauses in the Standard Terms do not apply to the Service Agreement: Not Used.

4.2 Clauses in Standard Terms that are modified

The following clauses in the Standard Terms are modified in the way specified below: Not Used.

5. Governing Act

There is no Governing Act and for the purposes of the Service Agreement a reference to Governing Act is not applicable.

6. Notices

Any notification required under the Standard Terms or this Funding Schedule must be provided in writing to the persons nominated in clause 3 above.

7. Specific Terms of Funding

7.1 Quality Standards

Except as specified in clause 8 below, the Services must comply with the Quality Standards outlined in the Quality Framework. You must complete and submit the Quality Framework documentation in January and July of each year, relating to the previous six month period or otherwise as specified by Us under clause 8.3 of the Funding and Service Details.

7.2 Changes to contact details

You must advise Us in writing of any changes to Your details listed at clause 3.1 of the Funding and Service Details.

7.3 Nominated account for payment of funds

We will pay the Funding into the bank account nominated by You in Attachment 1 in accordance with the Standard Terms and the Funding Schedule. You must give Us notice of the nominated account in this attachment before any payments will be made. You must provide notice to Us of any information or changes to the account within seven days of You becoming aware of the change.

7.4Other Insurances

We require that You hold professional indemnity insurance at an amount of \$10 million per claim in accordance with clause 20.1 (a) of the Standard Terms for the duration of the Term.

7.5 Pre-approved publications

Not Applicable.

7.6 Financial reporting

You must complete and submit periodic Financial Acquittals and Financial Statements as specified in the table below.

the table be			T
Financial Acquittals - Periodic	Reporting period: Quarterly Due date:	Quarterly financial data must be acquitted on the template at Attachment 2 for each project specified at item 5 of the Funding Schedule.	Financial Acquittals – Periodic must be submitted via email a 3.73 - Periodic must be submitted via email a
	1 month after the end of each quarter (31 October, 31 January, 30 April and 31 July of each year).	If You are a local government authority or tertiary institution, You may submit a statement against the line-items specified at item 5 of the Funding Schedules and certified by the chief accounting officer or equivalent.	information
		If the Funding is provided for part of the reporting period, either at the Schedule Start Date or Schedule End Date, Financial Acquittals must still be submitted for the relevant part of that reporting period.	
Financial	Reporting period:	You must provide a copy* of Your audited applyal Copyral Purpose Audited applyal Copyral Purpose	Financial Statements must be submitted via
Statements	Annual	audited annual General Purpose Financial Statement prepared in	email at
	Due date:	accordance with the Australian Accounting Standards comprising the	s.73 - Irrelevant @health.qld.gov.au
	In accordance with the lodgement period of Your incorporating legislation, or if not otherwise stated, within 3 months of the end of Your financial year.	following documents:	
		a. Statement of profit and loss and other comprehensive income	
		b. Statement of financial position	
		c. Statement of changes in equity	
		d. Statement of cashflows	
		e. Notes to and forming part of the financial statement	
om u Billion (2) om Detroit Everte un est		f. Directors' statement/declaration	
		g. Independent audit report, and	
		h. Asset register in relation to Funded Assets (where applicable).	

* If You have more than one Service Agreement with Us, You are only required to submit one copy of the General Purpose Financial Statement to Us.	
You must provide an Annual Financial Report completed in the form set out in Attachment 2 for each project.	

7.7 Certification of reporting

You must complete and submit certification by Your Directors as specified in the table below.

Directors'	Reporting period:	You must complete and submit a Directors'	Director's Certifications
Certification	Quarterly	Certification signed by two members of Your executive or management committee	must be submitted via email at
	Due date:	responsible for Your activities certifying that	s.73 - Irrelevant @health.qld.gov.au
	1 month after the end of each quarter (31 October, 31 January, 30 April and 31 July of each year).	the information contained in all reports submitted under this Service Agreement are an accurate reflection of the performance of the services. *If You have more than one Service Agreement with Us, You are only required to complete and submit one <i>Director's Certification</i> for each reporting period.	information

8 Quality Framework and Reporting

8.1 Quality Framework application

You are required to complete the Quality Framework documentation unless We otherwise notify You. You can apply for an exemption from completing the Quality Framework documentation if You can demonstrate that You have been assessed as meeting the criteria of an alternative set of standards or quality system by a third party validation or accreditation agency.

8.2 Audit and certification under the Quality Framework

Not applicable.

8.3 Reporting requirements

Quality Framework	Reporting period: Six-Monthly Due date:	The Quality Framework report must be completed as per Attachment 3 of the Funding and Service Details except as specified in clause 8.1 above.	Quality Framework report must be submitted via email at s.73- rrelevant @health.qld.gov.au
	1 month after the end of each six- month period (31 January and 31 July of each year)	If you have more than one Funding Schedule under this Agreement, You are only required to submit one copy of the completed Quality Framework to Us.	information

9 Special Conditions

9.1 We may assign this Service Agreement or any of Our benefits or obligations under the Service Agreement to a Hospital and Health Services on notice to You.

- 9.2 Where You wish to publish a publication that mentions Us, You must obtain our prior approval in writing for Our mention in the publication, such approval must not to be unreasonably withheld. Approval is not required for the pre-approved publications set out in this Funding and Service Details.
- 9.3 Without limiting any other obligation set out in the Standard Terms, where you breach clause 16.5 of the Standard Terms You must release, discharge, indemnify and hold Us, Our officers, employees and agents harmless from and against any Claim or potential Claim that may be made, brought or threatened by any person against Us.

10 Definitions and interpretation for Funding and Service Details

In these Funding and Service Details (including the Funding Schedules), unless otherwise stated or a contrary intention appears:

"Hospital and Health Service" has the same meaning as provided by the *Hospital and Health Boards Act 2011 (Qld)*;

"Quality Framework" means the Queensland Health NGO Performance Framework as updated, amended or replaced from time to time (Attachment 3); and

"Quality Standards" means the standards for the provision of community services forming part of the Quality Framework.

Attachment 1 Bank Details Attachment 2 Finance Report Template Attachment 3 Quality Framework

EXECUTED as an Agreement

SIGNED for and on behalf of the State of Queensland acting through Queensland Health ABN: 66 329 169 412 by its duly authorised representative:

SIGNED for and on behalf of Respect Inc,

ABN: 47 552 535 661 as its duly authorised officer:

(position)

(signature of witness)

CANDI FORREST (name of witness)

Kim Woolgar
Senior Director
Funding and Contract Management Unit

Attachment 1

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

by way of direct deposit to the following account:

Name of Approved Financial Institution:						
Institution/State/Branch Number:						
Account number:						
Account name:						
Signature:	s.73 - Irrelevant information					
Name (please print):						
Position:						
Contact phone number:	s.73 - Irrelevant information					
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:						
	BANK STAMP					
SECTION C – FOR FORWARDING OF REMITTANCE ADVICE DETAILS						
Address:	Kim Woolgar					
Fax number:	Funding and Contract Management Unit					
Email:	vianagement Unit					
	V \					

Attachment 2 – Financial Report Template

Org ld:	3065	Service Provider:		Respect Inc			
SP ld:	5127			Respect Inc Prevention and Testing Program			
Project ld:	70290						
1 July to 30 1 July to 31	September 🛚	1 July to	iod relevant 31 Decemb 30 June	t to this financial i per p	report		
ABN:		: <i>l</i>					
GST Status:	Registered Not Registered	Effective from:/					
be submitted v	where possible	. Please ensure	e that opera	ating and one-off	YOB/Quickbooks) should income and expenditure plus or deficit identified.		
			RECEIPTS				
2000 2000 2000 2000 2000 2000 2000 200			Annua	al Allocation	Actual Income to Date		
Queensland Health Operating Funds		\$		\$			
Queensland I	Health One-off	Funds			\$		
Rollover surplus from previous financial year approved for one-off expenditure				\$			
Interest earned on Queensland Health Funds				\$			
Other Income)				\$		
TOTAL INCOME TO DATE				\$			
		EX	PENDITUE	₹E			
Budget Items			st Budget for al Year to Date	Actual Expenditure for Financial Year to Date			
Direct Expen	nditure E.g. Sa	alaries / on cos	ts				
TOTAL (Direct Expenditure)		\$		\$			
Indirect Expe	enditure E.g. <i>i</i>	Admin / Operat	ing				
TOTAL (Indirect Expenditure)		\$		\$			
TOTAL OPER	RATING EXPE	NDITURE					
One-off Expe	enditure						
TOTAL ONE-OFF EXPENDITURE			<u> </u>		\$		

TOTAL EXPENDITURE TO DATE

\$

NGO Performance Framework Report: Template C

Performance Report for th	e period: [insert month] 20	to [insert r	month] 20
Organisation:	<u></u>	Org Id:	
Service Provider:		SP Id:	
Project Title/s:		Project Id/s:	
Contract Period:		File No:	

An overview of the Queensland Health NGO Performance Framework is attached at the end of this template for easy reference.

Perspective 1: Funded Service Delivery

Indicators relating to Perspective 1 are addressed in the Funding Schedules for each program.

Perspective 2: Service user and Community

	US AREA:	Service user Focus	Indicator questions for: ➤ Objective 2.1: Indicator 2.1a : Indicator 2.1b
Obje	ctive 2.1	The organisation's service users are satisfied with fu	nded services delivered.
Indic	ator 2.1a	The organisation has a process for monitoring service according to the feedback collected.	e user satisfaction and improves its service
1. Do	es the orga	nisation follow a documented procedure for encourag	ng service users to provide feedback?
	Yes No		
2. Ho	w often do	es the organisation conduct a service user satisfaction	survey or feedback collection process?
	At every	service delivery occasion	
	At least a	nnually	
		once every three years	
	Rarely/n		
	feedback fro ovement?	m service users and community collated, analysed and	d used to inform service planning and
Ė	Yes		
	No No		
	ator 2.1b	The organisation has a documented, advertised and	- Allerton
4. Do	es the orga	nisation follow a documented complaints managemer	t procedure that complies with relevant
legisl		ner contract requirements:	
	Encourag	es and supports service users to raise concerns and pro	otects them against retribution
		ent with policy and procedures on privacy	
	Promotes safety and the prevention of harm, is culturally safe and appropriate		
		the participation of a support person or advocate	
	Distinguishes between complaints and dispute resolution		
	Distinguishes between complaints of a serious or urgent nature and less serious complaints		
		record to be kept of complaints	
	Requires receipt of a complaint be acknowledged		
		or prompt responses and timely action	
	Provides for appropriate investigation		
	Ensures tl	nat progress towards resolution is reviewed within an a	agreed timeframe

FOC	:US AREA:	Service user Focus Indicator questions for:		
		➤ Objective 2.1: Indicator 2.1a : Indicator 2.1b		
П	Is fair and impartial	Tituled Co. 2113		
Ħ	-	re reported to the complainant and resultant actions implemented		
		or appeal, including advice of other avenues such as the funding body or other complaints		
	agencies			
		ake information about its complaints procedure available to all service users, in		
appr	1	lace it on display in a public area of its service?		
H	Yes			
6 Dc	No	sure all service users are aware of its complaints procedure and make the following		
	mation available in ap			
		vilities of the service user and service provider in relation to complaints		
		mplaint should be lodged		
		or receiving and managing complaints		
	· · · · · · · · · · · · · · · · · · ·	es in the process of investigating and resolving a complaint		
	· · · · · · · · · · · · · · · · · · ·	or independent support		
	Processes for review			
井	· · · · · · · · · · · · · · · · · · ·	be informed of progress and outcomes		
<u> </u>		ve avenues for complaint		
<u></u>	AA-13-13-13-13-13-13-13-13-13-13-13-13-13-	pt and reports made ep records of complaints and service user feedback and use the information to make		
	ce improvements?	ep records of complaints and service user reedback and use the information to make		
	Yes			
	No No			
8. Do	es the organisation er	sure the nature and outcomes of service user complaints are reported to senior		
mana	agement and the Man	agement Committee or Board?		
	Yes			
∐ No				
FOC	US AREA:	ervice user Focus Evidence questions for:		
		➤ Objective 2.1		
[iı	nsert date of last review]	Documented service user feedback policy and procedures		
		Report from previous service user survey or feedback collection		
[ii	nsert date of last review]	Documented complaints policy and procedures		
		Service user information handout or wall poster		
 [ii	ndicate frequency]	Reports to senior management and/or Management Committee/Board		
Pleas	e list any other eviden	ce you regard as significant:		

FOCUS AREA:	Service user Focus	Performance ➤ Obj	e report for: ective 2.1
Provide a brief summary	of the results of your organisati	ion's feedback from service users:	
			1174

Has your organi	sation received any complaints from service users 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	S AREA: Service user Focus	Indicator questions for: ➤ Objective 2.2: Indicator 2.2a		
- 1		: Indicator 2.2b		
Objecti	Objective 2.2 The organisation ensures its service users are aware of their rights and responsibilities and upholds those rights.			
Does th	e organisation provide services to individual service users?			
П	Yes			
	No (If 'No' please skip this section and go to Objective 2.3)			
Indicate	or 2.2a The organisation ensures workers inform service users of assist them to exercise those rights and meet their respon			
1. Does	the organisation follow documented policies and procedures that pro	1,2,5,5,7		
	gal and human rights and of their right to privacy, dignity and confiden			
	Yes			
	No			
2. Does	the organisation provide staff with a clear ethical framework for thei	r behaviour and interactions with service		
users?				
	Yes			
	No			
3. Does	the organisation have a documented statement of service user's righ	ts and responsibilities that addresses:		
	Privacy and confidentiality			
	Scope and limitation of services to be provided			
	Conditions of service provision (including any fees or charges)			
	Service user feedback, complaints or disputes			
Ц	Staff behaviour towards service users	A Section 1		
Ц	Service user decision making and right to self determination			
	Access to support or advocacy			
	Responsibilities of service users			
4. Are a	ll service users, staff and other relevant people made aware of the rig	ghts and responsibilities of service users?		
	Yes			
	No No			
5. Are s	ervice users provided with the following information on commencem	ent of service:		
	Service orientation or overview			
	Standard of service to be expected			
	Relevant policies and procedures			
	Service user rights and responsibilities	foodbook		
井	Procedures for reporting incidents, making a complaint or providing	Тееираск		
	Any risks associated with receiving service			
Щ	Contact information			
Indicato	service users.			
6. Does	the organisation have written guidelines on who may access particula	ar groups of records and a way of		
prevent	ing unauthorised access?	and the second s		
	Yes			
	No			
7. When obtaine	n collecting personal information, is the consent of the person or of a	delegated support person always		
Obtaille	Yes			
	No			
8 Does	the organisation have documentation that complies with privacy obli	gations:		
3. DUES	Aims to protect individual privacy	Darratio.		
Ensures that only personal information that is needed is collected				
H	Ensures personal information is collected in a manner that protects	privacy		
. 🎞]	and a process of the process of the process of the process of	1		

FOCUS AREA:	Service	user Focus	Indica	ator questions for: > Objective 2.2: Indicator 2.2a : Indicator 2.2b
Figures th	at individuals a	e aware of what information	in is kent about them :	
		are accurate and up to date		and the reasons for this
		uals to their own records		
		e their own records amend	ed to correct informati	on
	·	o any release of personal in		ion -
		ion released for evaluation		s de-identified
	blicly available	ion released for evaluation	or research purposes i	3 de identined
		conform to Privacy legislat	on does it?	
Yes	ii is required to	comorm to trivacy icasiat	on, does it:	
No No				
	eed to conform			
			solete nersonal recor	ds or for transferring records of
service users that p			bolete personal recon	as of for transferring records of
Yes	Toteets the priv	acy of marriadas.		
No No				
	sation have a n	rocedure for handling requ	ests for access to nerse	onal information and for handling
appeals against dec	•		ests for decess to perso	That information and for narianing
Yes	isions to refuse	dcc33;		
No No				
FOCUS AREA:		user Focus		ence questions for: Objective 2.2
[insert date of last	review] Docu	mented service user rights	and responsibilities po	licy and procedures
[insert date of last	review] Writt	en statement of service use	r rights and responsib	ilities
[insert date of last	Teviewy	mented privacy, confidenti	ality and consent polic	y and procedures
Please list any other	r evidence you	egard as significant:		
FOCUS AREA:	Service	user Focus	Per	formance report for:
				➤ Objective 2.2
		provided to staff in the rep	orting period on servic	e user rights and responsibilities:
L No		the number of session and numbe	r of staff involved in each se	ession
		l about breaches of service		
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 organisation to ensure that service users understand their rights and responsibilities:				
•				

FOCUS AREA	A: Accessible Services Indicator questions for: ➤ Objective 2.3: Indicator 2.3a
Objective 2.3	
Indicator 2.3a	The organisation develops strategies to ensure that its services are culturally appropriate and non-discriminatory to the target group.
l	ganisation have ways of ensuring that the diverse social and cultural needs of people within the target en into consideration in making services, activities or materials accessible?
Yes No	
	rganisation have a documented policy and procedure for the application of legislation regarding anti-
Yes	
3. Does the or	ganisation ensure that services, activities or materials are culturally appropriate and inclusive of all the target group?
Yes	the target group:
No 4. Does the or	ganisation identify and respond to the particular cultural or support needs of the following groups
within its targe	et population?
- personal	iginal and Torres Strait Islander people
——————————————————————————————————————	le from non-English speaking backgrounds
	rally and linguistically diverse communities
Peopl	le with disability
L Peopl	le who are physically isolated or transport disadvantaged
Lesbia Lesbia	an, gay, bisexual or transgender
☐ Other	r [specify group]:
	ganisation consult with and/or maintain links with Aboriginal and Torres Strait Islander and other oups to inform its service delivery?
Yes	
No	
	ovided with professional development related to cultural awareness and the diversity of the service
user group? Yes	
No	
7. Does the org	ganisation review the profile of its user group or program focus to ensure diversity is maintained?
Yes	
No No	ganisation evaluate the effectiveness of its cultural diversity and responsiveness strategies and update
relevant policie	
Yes	
☐ No	
FOCUS AREA	➤ Objective 2.3
	ocumented cultural diversity and access policy and procedures
	pecific access strategies and information provision for [specify groups]:
	aff training or cultural awareness sessions held in reporting period
Please list any	other evidence you regard as significant:

FOCUS AR	EA: Accessible Services	Performance report for: ➤ Objective 2.3				
What percer groups:	What percentage of service users who seek your service or participate in activities you provide are in the following groups:					
(insert %)	[insert %] People from non-English speaking backgrounds Culturally and linguistically diverse communities People with disability [insert %] People who are physically isolated or transport disadvantaged					
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 service user access held in reporting period						

FO(C	US AR	REA: Accessible Services India	cator questions for: Objective 2.4: Indicator 2.4a		
Obje	Objective 2.4 The organisation addresses physical and knowledge barriers that may prevent the target group from using its services.				
Indica	ator 2.4	4a The organisation addresses barriers to access its services by service operation, publicising service availability, and service delivery loc			
		organisation have ways of identifying and addressing physical, knowledge target group from accessing the service, participating in activities or accessing the service.			
	Yes No				
2. Do	es the c	organisation provide information to potential service users or participant	s that:		
Υ	N/A	Select 'Not Applicable' (N/A) if the organisation does not provide service	e to individual service users		
		Is in appropriate languages and formats so that it is accessible to the in	tended audience		
		Explains who the service is for, entry and eligibility criteria and procedu	ires		
一		Explains how service will be allocated and applicants prioritised			
一	Explains any conditions or fees that apply to the service				
Ē	ΙĒΠ	Explains what support or assistance will be provided to applicants in accessing the service			
	L.m.	Explains what support or assistance will be provided to applicants in loc			
		services	Ü		
		Explains how, and under what conditions, the service is concluded or to the service	erminated, or a service user exits		
3. Doo		organisation consider the following when ensuring that services are access	ssible to the target group it aims		
Υ	N/A	Select 'Not Applicable' (N/A) if the organisation does not provide service	e to individual service users		
		Location of the services or activities			
		Physical access to the premises where services or activities are located			
	П	Opening hours of the service			
$\overline{\Box}$	$\overline{\Box}$	Look and feel of the service user areas			
一一		Information strategies to promote the service			
一		Languages spoken or translation services provided	and the second s		
		Flexibility in the way services are provided			

FOCUS AREA: Acce	ssible Services	Evidence questions for:
	Documented Access policy and procedure	➤ Objective 2.4
[insert date of review]	Review of disability access to premises	
[insert date of review]	Information for potential service users	
Please list any other evidence y		
Trease list arry other evidence y	ou regard as significant.	
FOCUS AREA: Acce	ssible Services	Performance report for: ➤ Objective 2.4
List any action taken in the repo	orting period to improve physical access:	
List any action taken in the repo	orting period to publicise the services available	:

FOCUS AREA:		Engagement and Participation Indicator questions for: ➤ Objective 2.5: Indicator	
Objective 2.5 The organisation encourages participation by members of its target group and the bro community.			ts target group and the broader
Indicator 2.5a The organisation has a process in place to allow its service users and representatives of the community to participate in service planning, delivery and evaluation			•
1. Whic	ch of the f	ollowing processes are used by the organisation to enable serv	vice users and community
represe	entatives t	o participate in service planning, delivery and evaluation?	
	Sub con	mittees or working groups	
	Consultation forums		
	Surveys or other structured feedback processes		
	Other [specify]:		
10000 And 1000 Control of the Contro		Evidence questions for: > Objective 2.5	

FOCUS ARE	A: Engagement and Participation	Evidence questions for: ➤ Objective 2.5
	ocumented participation policy and procedures	
R	eports from surveys, consultations or other forums	
Please list any	other evidence you regard as significant:	

FOCUS AREA:	Engagement and Participation	Performance report for: ➤ Objective 2.5
Briefly describe ar reporting period:	y actions taken to encourage participation by servic	e users or community representatives in the
[insert number]	Service users participating in service planning or e	evaluation in reporting period
[insert number]	Consultation forums, working group meetings or community representatives in reporting period	planning sessions involving service users or

FOCUS AREA:	Appropriate Se	rvices	Indicator questions for: ➤ Objective 2.6: Indicator 2.6a
Objective 2.6 The	organisation plans its	s services in accordance v	with the needs of its target group.
Indicator 2.6a The		os and implements specia	alist activities, appropriate to its target group's
	·	ed process for planning se	rvices and activities?
Yes			
No			
		· · · · · · · · · · · · · · · · · · ·	anning of its services and activities?
		s of the service user or tar	
		rvice users or target grou	
	*	nteers or other stakehold	
			e effective in achieving service outcomes
		tion of the organisation's	
3. In planning services particular factors that		he organisation identify d	lifferent groupings within its target group and the
Yes			
No No		L	uture trends in the needs of its service user or
target groups?	and activities, does ti	ne organisation identity to	uture trends in the needs of its service user of
Yes			4
No			
FOCUS AREA: [date conducted]	Appropriate Sel	rvices ed needs analysis	Evidence questions for: ➤ Objective 2.6
	Services ar	nd activities plan reflectin	g needs analysis
Please list any other ev	 vidence you regard as	s significant:	
·			
FOCUS AREA:	Appropriate Sei	rvices	Performance report for: ➤ Objective 2.6
List the main needs ide	entified for the	List service or activit	ty provided by the organisation to meet this
organisation's target g		need:	, ,
List any findings from s	ervice user feedback	or evaluations that demo	onstrate that services provided were appropriate
to identified needs:	CAPICE USE TECUDACK	or evaluations that defile	motivate that sel vices provided were appropriate

FOCUS AREA	: Colla	boration	Indicator questions for: ➤ Objective 2.7: Indicator 2.7a : Indicator 2.7b
Objective 2.7 effective service			oordinates within the service system to deliver the most
Indicator 2.7a	_	-	s and documents how it will collaborate and coordinate with the and well being of the target group.
1. Does the orga	nisation have d	ocumented processes	for collaborating and coordinating with other agencies?
Yes			
2. Does the orga	nisation identif	y and participate in int	eragency networks and activities?
Yes			
No rele	vant agencies e	kist	
No No			
Indicator 2.7b			es with other agencies to improve its service delivery.
	inisation work w	vith other agencies to i	mprove the service system and outcomes for service users?
Yes No			
4. Does the orga	nisation mainta	in up to date informati	ion on other services and agencies that it can refer service
users to?			
Yes No			$\sim 0^{\circ}$
Lunul 1	elivery roles and	responsibilities across	agencies negotiated and documented?
Yes	sirial y rolles area	10000110121111100 001 000	
☐ No			
	ted referral prot	ocols negotiated with	other agencies where relevant?
Yes No			
	nisation review	its collaboration with	other agencies on a regular basis?
Yes			
No No			
FOCUS AREA:		boration	Evidence questions for: ➤ Objective 2.7
[insert date of la	st review]	Documented plan or	procedure for collaboration with other agencies
[insert date of la	st review]	Report on collaborati	on with other agencies
Please list any o	ther evidence yo	ou regard as significant	
FOCUS AREA:	: Colla	boration	Performance report for: ➤ Objective 2.7
Describe any act	ion taken in the	reporting period to im	nprove service delivery in collaboration with other agencies:
[insert number]	How many inte	eragency meetings or f	orums has the organisation attended in the reporting period
[insert number]	How many age	ncies does the organis	ation have formal referral or partnership arrangements with

FOCUS AREA	A: Innovation and Learning	Indicator questions for: ➤ Objective 3.1: Indicator 3.1a : Indicator 3.1b
Objective 3.1	The organisation is committed to ongoing developm	ent of its service activities and workers.
Indicator 3.1a	The organisation provides workers with opportunition development.	-
1. Does the org	ranisation have a documented process for assessing staff mance?	performance and providing feedback to staff
Yes No		
2. Does the org	anisation have a process for assessing the competencies essed through training or development?	of staff, identifying skills gaps and ensuring
Yes No	essed through training of development:	
3. Can the orga	nisation demonstrate that it provides access for staff to pportunities?	relevant training and professional
Yes No		
Indicator 3.1b management a	The organisation supports learning about best practi	ce approaches to service delivery,
4. Does the org	ranisation have systems for keeping up to date and information for its particular fields of interest?	med on current issues, research and
Yes	for its particular fields of lifterest:	
5. Does the org	anisation have a documented continuous quality improv	rement process?
Yes No		
	anisation make use of current research and industry ber view its performance?	nchmarks to inform the development of its
Yes No		
FOCUS AREA	: Innovation and Learning	Evidence questions for: > Objective 3.1
	Staff development needs analysis and staff developmen	
	Quality improvement plan	
Please list any	other evidence you regard as significant:	

FOCUS AREA:	Innovation and Learning	Performance report for: ➤ Objective 3.1			
List training and developm	nent opportunities attended by staff in the reporting				
house' development):		P			
[insert number of staff]	[Focus of development or training activity]	[Length of session or course]			
regular or periodic informa	sletters, practice updates and information networks ation:	from which the organisation receives			
Briefly outline any results from evaluation or review of practice and changes made:					

FOCU	IS AREA: Workplace Health and Safety	Indicator questions for: ➤ Objective 3.2: Indicator 3.2a
Object	tive 3.2 The health and safety of all persons within the organisatio	n is protected.
Indica	tor 3.2a The organisation has a strategy to ensure safe management psychological aspects of the environment.	nt of work practices and physical and
1. Doe	s the organisation have policies and procedures that ensure a safe work	kplace in accordance with relevant
legisla		•
	Yes	
	No	- AND
2. Doe	s the organisation comply with legal obligations regarding fire safety ar	nd building safety requirements?
	Yes	
	No	
3. Doe	s the organisation ensure the following:	e at least appually
	Inspection and review of premises and equipment to identify hazards	S at least airlually
닏ᆜ	Maintenance of first aid kits in accessible places	
	Information on emergency procedures displayed in prominent places	S
	Maintenance of fire extinguishers or other fire fighting equipment	
	Adequate lighting, ventilation and temperature controls throughout	its premises
4. Doe	s the organisation have an evacuation procedure in the event of an em-	ergency?
	Yes	
	No	
1	s the organisation have a documented procedure for the reporting of ir	ncidents, accidents and injuries that
ensure	es that they are:	
	Identified, recorded and reported	
片片	Investigated as to cause and action taken to prevent re-occurrence Analysed for trends over time	
H	Reported to Workplace Health and Safety Queensland in the case of	doath, sorious injury or illness
H	Reported to Workplace Health and Safety Queensiand in the case of Reported to Department of Health in the case of major incident and/	
6 Doo	s the organisation have procedures for ensuring infection control?	or intervening event
0. 506.	Yes	
H	No	
7. Doe	s the organisation provide orientation and training to staff and volunted	ers on emergency procedures.
	ace safety and any specific risks associated with their work areas?	
П	Yes	
	No	
8. Are	emergency evacuation drills conducted at least annually?	
	Yes	
	No	
	s the organisation have processes for identifying and responding to wo	rkplace stress, including critical
incider	nts and psychological fatigue?	
	Yes	
	No	

FOCUS AREA: World	cplace Health and Safety	Evidence questions for: ➤ Objective 3.2			
[insert date of last review] Workplace health and safety		d procedures			
	Register of incidents, accidents and inj	iuries			
Please list any other evidence y	Please list any other evidence you regard as significant:				

FOCUS AREA:	Workplace Health and Safety	Performance report for: ➤ Objective 3.2		
Have any staff membe	rs, service users or visitors reported any incidents	, accidents or injuries in the reporting period?		
[insert date of inspection]	No Yes [if 'yes', indicate the number of these matters that are Inspection of premises for hazards	not yet resolved or finalised]:		
[insert date of inspection] Inspection of fire safety equipment and first aid equipment		equipment		
Have any staff members submitted a claim for Worker's Compensation in the reporting period?				
No Yes [if 'yes', indicate the number of these matters that are not yet resolved or finalised]:				

[insert date]

FOCU	JS AREA	A: Risk Management	Indicator questions for: ➤ Objective 3.3: Indicator 3.3a
Objec	tive 3.3	The organisation monitors organisational risks a	nd controls these where possible.
Indica	itor 3.3a	The organisation develops, documents and impl	ements a risk management process.
1. Doe	es the org	anisation have a documented risk management pro	cess?
	Yes		
	No		444
2. Doe		anisation's risk management process:	
<u>Ц</u>		y and document potential risks	
ᆜ	_	risks in terms of their likelihood of occurring and lik	ely impact
井		y ways of mitigating and managing each risk	
ᆜ		e processes for ensuring awareness of risk managem	
Щ.		y responsibilities for implementing risk managemen	t procedures
井	-	go regular review	
		e an audit for compliance	- Andrewson Control of
3. Wh		following areas of risk are addressed by the organis	ation's risk management process:
井		istration and information (including IT)	
-#-		e, including fraud and corruption, longer term viabili	ity
-H-	Govern		
		n resources	
ᆜ	Legal		
<u> </u>		gement and operations	
Н.	Physica		
H		nmental	
<u> </u>	~ 	ation and relationships es and activities	<u> </u>
 4_Doc	- 1	anisation have the following insurance cover:	
+. DOE		r's Compensation	
	_;	Liability (minimum \$10 million for any one event)	
十	_	nts insurance	
十	_	Insurance required in Service Agreement (specify)	
Yes		Comprehensive insurance for vehicles	
		(Select 'Not Applicable (N/A) if the organisation doe	es not own any vehicles)
		Science Not Applicable (NyA) If the organisation acc	.s not own any venices)
PACI	JS AREA	i Pisli Managamant	Evidence questions for:
HOLGE	JS AINEA	: Risk Management	> Objective 3.3
Пгь	acut data	of last review Disk management plan	
[ın	sert date	of last review] Risk management plan	
		Certificates of currency for insurar	ice
 Please	list any o	other evidence you regard as significant:	and the second s
	, -	,	
FOCU	JS AREA	: Risk Management	Performance report for:
			➤ Objective 3.3
Briefly	describe	any action taken in the reporting period to prevent	or manage specific risks:
type of	115KJ	[action taken or to be taken]	
(insert d	late]	When did the Board or Management Committee Is	ast receive a risk assessment report

When did the Board or Management Committee last check and review currency of insurance cover

FOCUS AREA: Evaluation Indicator questions for: ➤ Objective 3.4: Indicator : Indicator	
Objective 3.4 The organisation regularly evaluates its activities.	
Indicator 3.4a The organisation has developed valid systems or processes for evaluating and improving its service activities and outcomes.	
1. Does the organisation have a documented approach to monitoring and evaluating its performance across key	,
aspects of its services and operations?	
Yes No	
2. Does the organisation have documented performance measures for key aspects of its services and operations	 3?
Yes	
No	
3. Does the organisation collect and analyse data related to performance measures?	
☐ Yes ☐ No	
4. Does the organisation evaluate services or activities drawing on service user or activity participant feedback?	
Yes No	
5. Does the organisation 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 organisation participates in research by other parties that relates to health services for target group.	the
6. Does the organisation have a system for information collection, research and analysis to keep abreast of lates developments in its field?	t
Yes No	
7. Does the organisation participate in research or practice development organisations that contribute to	
improvements in the delivery of its services and activities?	
Yes	
No	
8. Does the organisation 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	
Documented service delivery monitoring and evaluation procedures	
[insert date of report] Services and activities evaluation report	
Report of participation in research	
Please list any other evidence you regard as significant:	

FOCUS AREA:	Evaluation		Performance report for: ➤ Objective 3.4
List the evaluation act	ivities carried out during t	the reporting period:	
Briefly outline the mai	in findings from the last e	valuation of services and activ	íties:
,	Ü		
List any changes or im	provements to be made a	as a result of evaluation:	

FOCUS AREA	A: Leadership and Governance Indicator questions for: > Objective 4.1: Indicator 4.1 : Indicator 4.1
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 wellbeing 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 l	egislation is the organisation incorporated:
Queens	land Associations Incorporation Act
Commo	onwealth Corporations Act (Company Limited by Guarantee)
Corpora	ations (Aboriginal and Torres Strait Islander) Act
Queens	land Cooperatives Act
☐ Corpora	ations Law (Companies)
U Other [s	pecify]
	nisation have a current constitution that defines its membership and the relationship between the se governing body?
Yes No	
3. Does the Boar	d or Management Committee have written policies and procedures that describe its responsibilities
decision making	processes and meeting procedures?
Yes	
No No	
	d or Management Committee members all understand and comply with their statutory obligations?
Yes No	
	rd or Management Committee maintain clear records of its meetings, with minutes of discussions an
decisions?	d of Management committee maintain deal records of its meetings, with minutes of discussions an
Yes	
No	
6. Are the lines o	of responsibility, reporting and communication between different parts of the organisation
documented?	
Yes	
No No	1:
	on making processes and delegations of authority documented?
Yes No	
	gement and supervisory responsibilities of senior staff positions clearly identified and documented?
Yes	,
No	
9. Is the distinction senior staff clear	on between the role and responsibility of the Board or management committee and that of the 'ly documented?
Yes	
No	
	following management processes are documented?
	n making by senior staff
	setting by senior staff
	te allocation by senior staff
	nation of the implementation of organisational plans by senior staff nation of the work of staff by senior staff/team leaders
	sion of the work of staff by senior staff
	ng leadership
	anisation's financial record keeping systems:

FOC	US AREA: Leadership and Governance Indicator questions for: ➤ Objective 4.1: Indicator 4.1a : Indicator 4.1b
	Meet basic accounting standards
	Use the Standard Chart of Accounts
	Meet requirements under funding agreements or other contractual obligations
	Provide clear and accurate data for reporting and monitoring
	Document any asset exceeding \$5,000 in value in and asset register
12. Do	es the organisation have clear documented delegations of authority for expenditure?
	Yes
	No
13. Do	es the organisation have safeguards to prevent fraud or mismanagement of funds?
	Yes
	No
14. Do	es the organisation develop a budget for its planned activity each year which is approved by the Board or
Manag	ement Committee?
	Yes
	No
	es the organisation provide regular financial reports to the Board or Management Committee and senior
manag	ers that address the following:
	Income and expenditure for the period
	Monitoring of actual expenditure against a budget
	Impact of any budget variance
	Financial risks associated with proposed activities (new projects, major purchases etc.)
	Cash flow projections
	es the organisation produce an annual audited financial statement which includes a balance sheet and a
statem	ent of income and expenditure/profit and loss?
	Yes
	No
17. ls t	he annual financial statement approved/signed off by the Board or management committee?
	Yes
	No the first term of the state
	es the Board or Management Committee receive information that enables it to monitor compliance with legal
require	ements and contractual obligations?
. H	Yes
	No
19. Do	es the organisation have an effective process for ensuring insurance cover is kept up to date?
H	Yes
	No
Indicat	or 4.1b The Board or Management Committee leads the identification of the organisation's service
prioriti	es and development of the organisation's strategic or business plan.
20. Do	es the organisation have a longer term (3-5 year) organisational plan that documents what the organisation is
trying t	to achieve and broadly how it will do this?
	Yes
	No
21. Wh	ich of the following have been addressed in this plan?
	External factors that will have an impact on the organisation
	Internal factors that will have an impact on the organisation
	How the organisation will respond to factors that may impact
	External requirements, including legislation, funding agreements and government policy
	The views of the community, individuals or other stakeholders the organisation serves
	How the organisation will respond to the needs of its community, service users or other stakeholders
	The results or outcomes to be achieved
	The types of services or activities that will be provided and what outcomes these services or activities will
	achieve

FOCUS AREA:	Leadership and Governance	Indicator questions for:	
		➤ Objective 4.1; Indicator 4.1a	
		: Indicator 4.1b	
The longer term su	ustainability of the organisation and its services and	activities	
•	agement Committee oversee organisational plannir	ng, approve the final plan and use it to	
implement goals and priori	ties?		
Yes			
No No			
}	tation and progress of the organisational plan monit	tored?	
	Board or Management Committee		
	h reporting by staff against operational or work plar	ns .	
Annual report to n	nembers		
No monitoring			
	clearly communicate its plans to its own personnel, r	nembers and other stakeholders?	
Yes			
No			
		Children as Associations from	
FOCUS AREA:	Leadership and Governance	Evidence questions for: > Objective 4.1	
	Constitution	Solve III	
	Constitution		
[insert date of last review]	Documented delegations of authority		
[period covered by plan]	Strategic and/or business plan		
	Annual budget for current financial year		
	Board or Management Committee minutes		
Financial reports and records for reporting period		1	
Please list any other evidence you regard as significant:			
,			

FOCUS AREA	A: Leadership and Governance	Performance report for: ➤ Objective 4.1	
[insert % for each meeting]	Proportion of Board or Management Committee me	Board or Management Committee members attending the last 3 meetings	
[insert number]	Number of meetings cancelled or lacking a quorum	mber 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 and/or business plan		
[insert date]	Report to Board or Management Committee against the annual budget		

FOCUS AREA:	Operational Management	Indicator questions for: ➤ Objective 4.2: Indicator 4.2a : Indicator 4.2b
Objective 4.2 The org	anisation's management is accountable f	for how services are delivered.
	anisation has an operational plan that cl workers responsibilities and accountabil	early identifies its goals and strategies, and ities.
_	nave a documented plan or plans which re	eflect the broader goals of the organisation and
include the following:		
	tives and priorities for the current period	
Time frames for a	rganisation will take to meet objectives	
	or implementing actions allocated to indi	viduals
	asures related to planned action	viduais
	red to implement the plan identified and	sourced?
Yes		
│		
3. Is there a documented	process for reviewing, monitoring progres	ss and achievement, and reporting against this
plan?	44004-400-70	
Yes		
No No		the west was not a fith a name and the whom it
delegates key responsibili		the performance of the personnel to whom it
Yes Yes	uesi	
Indicates 4.2h Managa	mout involves the organisation's stakeh	oldore in decision making
	ment involves the organisation's stakeho	mbers and other relevant stakeholders' access or
input to decision making?	non provide service users, community me	impers and other relevant stakeholders access of
	or working groups	
Consultation foru		
	structured feedback processes	
	n selection or recruitment panels	4.000
	ons on the Board or Management Comm	ittee
Other [specify]:		
FOCUS AREA:	Operational Management	Evidence questions for: ➤ Objective 4.2
[period covered by plan]	Operational or service plan	
[insert date]	Report to Board or Management Comm	nittee against operational or service plan
	Stakeholder participation policy and pro	ocedures
Please list any other evide	nce you regard as significant:	

FOCUS AREA	: Operational Management	Performance report for: ➤ Objective 4.2
[insert frequency]	How often do staff report on services and activities	s to senior staff or managers
[insert frequency]	[insert frequency] How often do staff or managers report on services and activities to the Board or Management Committee	

FOCUS	AREA: Efficient Use of Resources	Indicator questions for: ➤ Objective 4.3: Indicator 4.3a	
		: Indicator 4.3b	
Objectiv	e 4.3 Services are delivered to the target group with an efficient	t use of resources.	
Indicato	Service Agreement and relevant legislation.		
1. Does t	he organisation have a documented recruitment process for paid sta	off 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 fa	ir, transparent and based on merit	
	How referee checks are conducted		
	How applicants are notified of the outcome		
	he organisation ensure that recruitment processes apply principles of the organisation ensure that recruitment	of equal employment opportunit y and	
	Yes		
	No	1211 126 12 1 1 1 1 1 2	
3. Can th	e organisation demonstrate that it recruits people with the appropri	ate skills, qualifications and attributes?	
	☐ Yes No		
4. Does	he organisation perform required employment screening risk manag	gement checks to comply with relevant	
	in (e.g. relevant police checks, working with children etc.)?	. ,	
	Yes		
	No legal screening required		
□ No			
5. Are re	cords kept of all recruitment processes that retain copies of all paper	work in a secure manner?	
	Yes		
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	a social a and mayimis at he amount of	
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		

FOCUS AREA: Effici	ent Use of Resources	Evidence questions for: ➤ Objective 4.3
[insert date of last review]	Human resource management policies and procedures (recruitment, industrial conditions, supervision and staff development)	
	Service or activity budgets	
Please list any other evidence you regard as significant:		

FOCUS AREA:	Efficient Use of Resources	Performance report for: ➤ Objective 4.3
[insert length of time position was vacant]	Vacant positions during the reporting period	
[insert %]	Proportion of staff hours used in direct service delivery	
[insert number]	Total hours of service delivery provided to individuals	
[insert number]	Total hours of service delivery provided to groups	
[insert number]	Approximate staff hours involved in health promotion or related activity	

FOCUS AREA:	Sustainability	Indicator questions for: ➤ Objective 4.4: Indicator 4.4a : Indicator 4.4b
Objective 4.4 sustainability of	The Board or Management Committee h the organisation.	as identified ways to maintain or enhance the
Indicator 4.4a	The Board or Management Committee a improvement in the organisation's strate	ddresses issues of sustainability and quality
_	sation's strategic and operational plans, lin ocess across the organisation?	ked to one another, and is there an integrated planning
Yes No	do coo do coo tina el parincanioni	
	nisation have a documented process for co ement of the organisational plan?	mmunication across the organisation on matters that
Yes No		
I	ning process identify opportunities for imp	ovements to the integration and coordination of services
and activities? Yes No		
4. Are there procinnovation and in		nvolve managers and staff in initiating and contributing to
Yes No		
5. Can the organimprovements?	sation demonstrate that it has a systemati	c approach to identifying and implementing
Yes No		
	nisation conduct a capability analysis?	
Yes No		
Indicator 4.4b		vity proposals are developed to assist the Board or that may significantly affect service delivery and
7. Does the organisation have a template for providing proposals to senior staff and the Board or Management Committee that provides an analysis of the likely impact, outcomes, costs and benefits:		
Yes No		
8. Are proposals for new projects and activities assessed in the context of the organisation's strategic or business plan and its financial plan?		
Yes No		

FOCUS AREA: Su	stainability	Evidence questions for: > Objective 4.4
[period covered by plan]	Strategic and/or business plan	
[period covered by plan]	3-5 year financial plan	
	Balance Sheet	
	Template for new project or activity proposals	
Please list any other evidence	e you regard as significant:	
	and the state of t	Doug-was was was without
FOCUS AREA: Su	stainability	Performance report for: ➤ Objective 4.4
What are the main threats to	the longer term sustainability of the organisation?	

FOCUS AREA: Sustai	nability	Performance report for: ➤ Objective 4.4
What are the main threats to the	longer term sustainability of the organisation?	
What action has been taken in th	e reporting period to address these threats?	
Year 3 (last year): [insert amount] Year 2: [insert amount] Year 1: [insert amount]	What has been the pattern of operating surplu financial years?	s or deficit over the previous 3
[insert item]: [insert amount] [insert item]: [insert amount] [insert item]: [insert amount]	List the current and fixed liabilities shown in th statements	e previous year's financial
[insert amount]	What amount is set aside in reserve funds for li	abilities?

FOCU	S AREA: Transparency and Accountability	> Objective 4.5: Indicator 4.5a : Indicator 4.5b
Self Se		: Indicator 4.5c
Objecti	ive 4.5 The organisation is accountable to key stakeholders.	
Indicat	or 4.5a The organisation ensures that workers comply with the app practice and registration requirements.	licable codes of ethics, standards of
l	s the organisation have a code of ethics or conduct that applies to its per	sonnel (including Board or
manage	ement committee, staff and volunteers)? Yes	1
	No	
2. Whic	ch of the following are addressed in the documents dealing with aims, va	alues or ethics?
	Non-discrimination or equity of access to services	
	Conflict of interest	
	Confidentiality	
	Privacy	
	Responsiveness to community, service users or other stakeholder grounds at the second of the stakeholder grounds.	ips
	Organisational accountability	
	Honesty Page at full high suitable	
	Respectful behaviour Responsible use of the organisation's resources and facilities	
	Professional misconduct	
3 Doos	the organisation actively communicate its aims, values and ethics and ϵ	ensure that all personnel are aware of
them?	s the organisation actively communicate its aims, values and ethics and e	ensure that an personner are aware or
	Yes	
	No	
name and obstate the State Control of State Control		
Indicate	or 4.5b The Board or Management Committee is accountable to its stakeholders.	members, service users and key
4. Does	the organisation produce an annual report?	
	Yes	
	No	
5. Is the	e 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, emp	loyees and records?
片	Yes	
	No	
Indicate		de the delivery of services to the
9 Doss	target group.	-02

FOCU	IS AREA: Transparency and Accountability	Objective 4.5: Indicator 4.5a : Indicator 4.5b : Indicator 4.5c
$\parallel \parallel$	Yes No	
9 Does	s the organisation have a written statement of its values or philosop	hv?
7.000	Yes	
	No	
10. Doe	es the organisation ensure that its aims and values are consistent wi	th the program guidelines for any funding
it recei	ives?	
	Yes	
	No State of the st	
11. Doe	es the organisation follow documented eligibility criteria for accepting	
	Based on assessed need, organisational capacity and available res	ources
	Consistent with anti-discrimination legislation Consistent with funding obligations and the purpose of the service	Δ
 	Fair, equitable, ethical and transparent	E
	Consistently applied	
12 Wh	nere service cannot be provided, is information about alternative op	tions provided and a referral to another
	e provided wherever possible?	gions provided, and a referral to another
	Yes	
	No	
FOCU	S AREA: Transparency and Accountability Annual report	Evidence questions for: > Objective 4.5
	Code of conduct	
	Service information or promotional material outlining service princ	ciples and eligibility
Please	list any other evidence you regard as significant:	
	IS AREA: Transparency and Accountability he end of the last financial year, did the organisation: Convene its Annual General Meeting (AGM) within the required ti	Performance report for: ➤ Objective 4.5 me frame
\parallel	Notify members of the AGM within the required time frame Conduct the AGM according to its constitutional rules	
How w	vas the Annual Report made available to members, service users and	other stakeholders (if applicable):

Overview: Queensland NGO Performance Framework

PERSPECTIVE 1: FUNDED SERVICE DELIVERY		
OBJECTIVES	INDICATORS	
Service Types 1.1 The organisation delivers the services as agreed with Queensland Health	1.1a The organisation describes its funded Service Types	
Service Statistics 1.2 Services and service user data will provide Queensland Health with information to monitor an organisation's performance	1.2a The organisation collects and reports direct service delivery statistics to Queensland Health as per the service agreement schedules	

OBJECTIVES Service User Focus	INDICATORS 2.1a The organisation has a process for monitoring service user satisfaction and	
2.1 The organisation's service users are	improves its service according to the feedback collected.	
satisfied with funded services delivered.	2.1b The organisation has documented, advertised and accessible complaint mechanism.	
2.2 The organisation ensures its service	2.2a The organisation ensures workers inform service users of their rights and	
users are aware of their rights and responsibilities and upholds those rights.	responsibilities, and assist them to exercise those rights and meet their responsibilities.	
respondential and approved these rights	2.2b The organisation has systems in place to ensure the confidentiality, privacy and consent of service users.	
Accessible Services	2.3a The organisation develops strategies to ensure that its services are culturally	
2.3 Services are provided with consideration	appropriate and non-discriminatory to the target group.	
for the target group's social and cultural needs and expectations.		
needs and expectations.		
2.4 The organisation addresses physical and	2.4a The organisation addresses barriers to access its services by service users,	
knowledge barriers that may prevent the target group from using its services.	including hours of operation, publicising service availability, and service delivery location and environment.	
Engagement and Participation	2.5a The organisation has a process in place to allow its service users and	
2.5 The organisation encourages	representatives of the community to participate in service planning, delivery and	
participation by members of its target group and the broader community.	evaluation.	
Appropriate Services	2.6a The organisation develops and implements specialist activities, that are	
2.6 The organisation plans its services in	appropriate to its target group's needs.	
accordance with the needs of its target		
group.		
Collaboration	2.7a The organisation identifies priorities and documents how it will collaborate and	
2.7 The organisation collaborates and	coordinate with other agencies to improve the health and wellbeing of the target	
coordinates with the service system to	group. 2.75 The expression actively collaborates with other agencies to improve its	
deliver the most effective service delivery for its target group.	2.7b The organisation actively collaborates with other agencies to improve its service delivery.	

OBJECTIVES	INDICATORS
Innovation and Learning	3.1a The organisation provides workers with opportunities for education and
3.1 The organisation is committed to	professional development.
ongoing development of its service activities	3.1b The organisation supports learning about best practice approaches to service
and workers.	delivery, management and operations.
Workplace Health and Safety	3.2a The organisation has a strategy to ensure safe management of work practices
3.2 The health and safety of all persons	and physical and psychological aspects of the environment.
within the organisation is protected.	
Risk Management	3.3a The organisation develops, documents and implements a risk management
3.3 The organisation monitors	process.
organisational risks and controls these	
where possible.	
Evaluation	3.4a The organisation has developed valid systems or processes for evaluating and
3.4 The organisation regularly evaluates its	improving its service activities and outcomes.
activities.	3.4b The organisation participates in research by other parties that relates to health
	services for the target group.

OBJECTIVES	INDICATORS
Leadership and Governance 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 wellbeing of the target group.	 4.1a The Board or Management Committee meets its obligations under its incorporation legislation, including matters relating to corporate governance, financial administration and insurance. 4.1b The Board or Management Committee leads the identification of the organisation's service priorities and development of the strategic or business plan.
Operational Management 4.2 The organisation's management is accountable for how services are delivered. Efficient Use of Resources 4.3 Services are delivered to the target group with an efficient use of resources.	 4.2a The organisation has an operational plan that clearly identifies its goals and strategies, and assigns workers responsibilities and accountabilities. 4.2b Management involves the organisation's stakeholders in decision making. 4.3a The organisation's human resource policies and practices comply with requirements of the Service Agreement and relevant legislation. 4.3b The Board or Management Committee is accountable for the efficiency of service delivery.
Sustainability 4.4 The Board or Management Committee has identified ways to maintain or enhance the sustainability of the organisation.	 4.4a The Board or Management Committee addresses issues of sustainability and quality improvement in the organisation's strategic plan. 4.4b Financial analyses of organisation or activity proposals are developed to assis the Board or Management Committee with decisions that may significantly affect service delivery and resources.
Transparency and Accountability 4.5 The organisation is accountable to key stakeholders.	 4.5a The organisation ensures that workers comply with the applicable codes of ethics, standards of practice and registration requirements. 4.5b The Board or Management Committee is accountable to its members, service users and key stakeholders. 4.5c The organisation has a documented set of principles that guide the delivery or services to the target group.

FUNDING SCHEDULE: 1

1. SERVICE AGREEMENT

This Funding Schedule relates to Service Agreement number 2014-15.3065.001.

2. IMPORTANT DATES IN RELATION TO THIS SCHEDULE

Schedule Start Date	1 November 2014
Schedule End Date	30 June 2017
Establishment Date	Not Applicable

3. SERVICES

3.1. Services to be provided

The Services to be provided, and that the Funding must be used towards, are described in item 6.1 of this Funding Schedule.

3.2. Subcontract, contact and other details

(a) Not Applicable.

4. FUNDING UNDER FUNDING SCHEDULE

\$1,640,000 (excluding GST).

Refer to item 5 for further details about the Funding under this Funding Schedule.

5. FUNDING DETAILS

5.1. Per annum Funding

SPID	Project ID	Project Name	Funding 2014/2015 (excl. GST)	Funding 2015/2016 (excl. GST)	Funding 2016/2017 (excl. GST)	Total Project Funding (excl. GST)
5127	70290	Prevention and Testing	\$410,000	\$615,000	\$615,000	\$1,640,000
		Total Funding (excl. GST)				\$1,640,000

5.2. One-off Funding

(a) One-off Funding for purchase of Assets

Description	Funding amount (excl. GST)
Not applicable	\$]

(b) Other one-off Funding

Description	Funding amount

	(excl. GST)
Not applicable	\$

5.3. Funding Source

Blood Borne Virus and Sexually Transmissible Infections (BSTI)

6. DETAILS ABOUT SERVICES

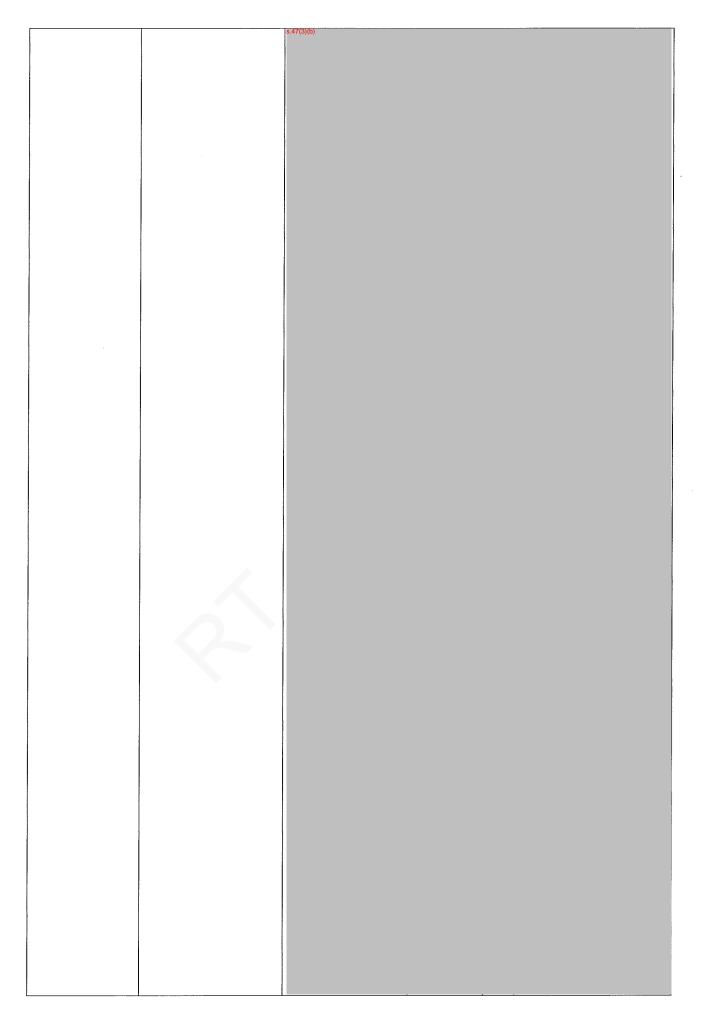
6.1. Description of Services

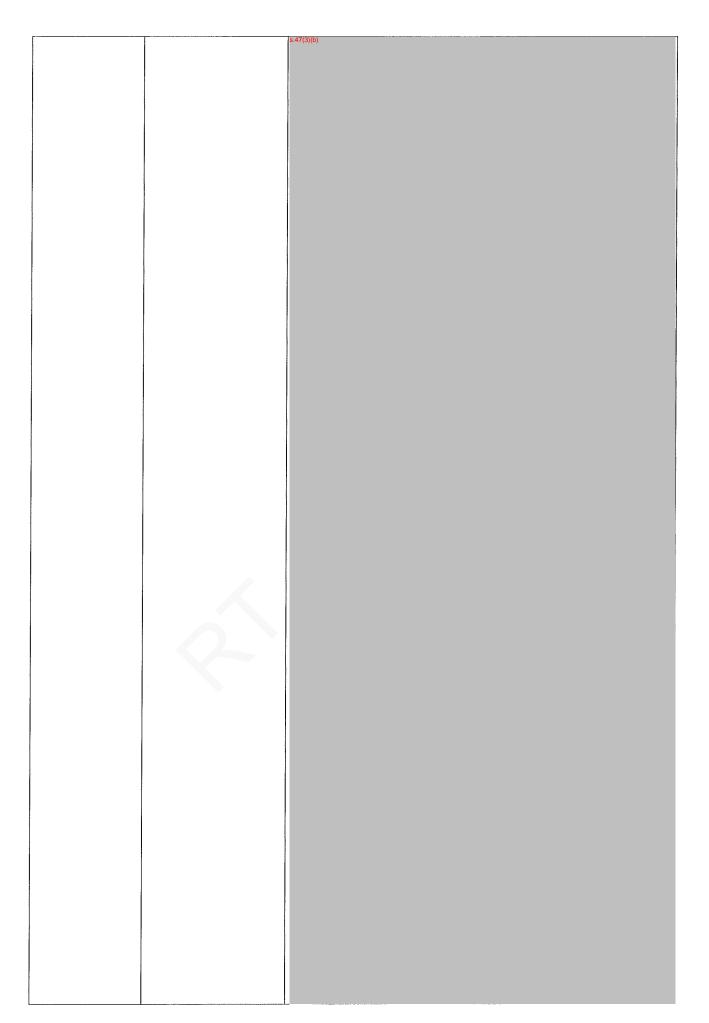
Service Users (Target Group)	Sex workers – including male to female transgender-woman.
Service type(s)	Prevention and Testing
Service mode(s)	Not applicable
Service particulars	Prevention and Testing – the provision of services or programs intended to prevent the transmission of blood-borne viruses and the active promotion of testing.
Geographic Catchment Area	State wide Service Base region office locations in Brisbane, Cairns, Gold Coast and Townsville. Outreach services to remainder of Queensland.
Operating hours	Brisbane Office – 25 business hours per week, spanning over at least 3 days. 3 x Regional Offices – 10 contact hours per week, when not on outreach to remote areas. * Business office hours will be temporarily reduced when after hour and weekend contact is implemented.
After hours and closure arrangements	In consultation with the Program Coordinator, other agencies and outreach workers, for example Community HIV Education and Prevention (CHEP) Program Workers, business office hours may be restructured to provide contact office hours after 5pm and evening outreach (5-8pm) and weekend outreach and events.

6.2. Deliverables

You must deliver the output(s) specified below.

Project ID	Project name	Output
		The Service/s are to be delivered as specified in Your Offer Submission RFO No. FCMU 2013.14-013 "Establishment of a Service Agreement for Blood Borne Virus and Sexual Transmissible Infections Programs, and unless otherwise stated below by Us.
		S47 (U)(U)







6.3. Service Delivery Requirements

The Services must be delivered in accordance with and meet the requirements set out in the document(s) specified below.

Document name	Document section	
Queensland HIV Strategy 2013- 2015	http://www.health.qld.gov.au/sexhealth/	
Draft Sexually Transmissible Infections Strategy 2014-2017	http://www.health.qld.gov.au/sexhealth/	
Draft Viral Hepatitis Strategy 2014-2017	http://www.health.qld.gov.au/sexhealth/	
Australian STI Management Guidelines	http://www.health.qld.gov.au/cdcg/index/	

7. REPORTING REQUIREMENTS

7.1. Performance measures

You must collect and report on the following performance measurement data in relation to the Services, set out in the table below (**Performance Measurement Data**).

Service type code	Output measures
Prevention and Testing	S.47(3)(b)

s.47(3)(b)	
Implementation Plan	
In order to gain a more complete view of Your service planning and uptake of Services as described in Your	
service delivery model provided to Us in Your offer submission. You are required to provide an implementation plan to Us, describing the following:	
s.47(3)(b)	

s.47(3)(b

The implementation plan will be provided to Us by 31 January 2015.

Annual Review Plan

The purpose of the annual review of the Implementation Plan is to provide an opportunity to assess what strategies are working well and what is not and suggest new and improved ways to achieve the agreed goals.

7.2. Data, statements and reports You are to submit

You must submit the data, statements and reports specified below, in each case by the due date and in accordance with the details and standard of reporting requirements and lodgement requirements specified below.

	Reporting period and due date	Details and standard of reporting	Lodgement
Implementation Plan	Reporting Period: One off Due Date: 31 January 2015.	The Implementation Plan is specified in item 7.1 and must be prepared in accordance with the applicable deliverables listed at item 6.2 and funding specification documents at item 6.3. The Implementation Plan will also specify the planned Program Evaluation.	Implementation Plan must be submitted via email at s.73- Irrelevant <u>Dhealth.qld.gov.au</u>
Enhanced Data Collection Report	Reporting Period: Annual Due Date: 31 July of each year of the Service Agreement	The Enhanced Data Collection Activity is specified at item 6.2 and Annexure 1. The report must include baseline (and annual) results of the survey. Enhanced data collection questions are to be defined in consultation with the Communicable Diseases Unit, Department of Health.	Enhanced data collection reporting must be submitted via email at 5.73 @health.qld.gov.au information
Performance Measurement Data	Reporting period: Six-monthly Due date: 31 July of each year of the Service Agreement and 31 January (1 month after the end of quarter 2)	Performance Measurement Data as specified in item 7.1 must be collected in accordance with the data requirement and the applicable deliverables listed at item 6.2 and funding specification document listed at Item 6.3.	Performance Measurement Data must be submitted via email at s.73- Irrelevant information @health.qld.gov.au
Annual Review of Implementation Plan	Reporting period: Annual Due Date:	Annual Review Plan will review service delivery against the Implementation Plan and the baseline KPIs as specified in item 7.1 and will inform future service delivery and additional and/or changes	Annual Review Plans must be submitted at s.73- Irrelevant information

	31 July of each year of the Service Agreement	required to program KPIs.	
Performance Measurement Meetings	Reporting Period: As agreed in consultation with You.	You will meet with us from time to time as agreed in consultation with You, to provide verbal performance progress updates on funded activities listed at items 6.2 and Performance Management Data at 7.1.	

8. TIMING OF FUNDING PAYMENTS

Payments of the Funding will be made in instalments as specified below.

Funding type	Payment basis and due dates	
Per annum Funding (see item 5.1 of this Schedule)	We will provide Funding as set out in item 5 of this Funding Schedule payable quarterly in advance, subject to You having complied with all of Your obligations in relation to the Funding and Services under this Funding Schedule.	
One-off Funding (see item 5.2 of this Schedule)	Not applicable.	

9. SPECIAL CONDITIONS

At any time during the course of this Service Agreement, if any changes occur with the originally stated Service Delivery Model or your Service partners provided by You to Us in Your Offer Submission, You must advise Us accordingly.

10. ATTACHMENTS

Annexure 1 – Enhanced Data Collection Activity - Suggested Evaluation Data Collection targets.

Annexure 1

Enhanced Data Collection Activity - Suggested Evaluation Data Collection targets.

Key questions to be collected at baseline and annually as an addition to standard data collection practices. Starting on the same date each year and continuing data collection until the target numbers for each identified data option group has been reached. The duration of data collection should be reported with the evaluation results (e.g. Private/sole operator: data collected 1 February 2015-15 March 2015, male: data collected 1 February 2015-20 June 2015).

Suggested fields, data option groups and data collection targets:

Respect Inc database statistical fields	Evaluation data collection targets ¹
s.47(3)(b)	

¹ Number of people from whom evaluation data on key questions needs to be collected.

Service Agreement - Standard Terms

Version 1.0 – dated 30 May 2014

PLEASE NOTE:

The Service Agreement comprises two parts:

- Funding and Service Details
- Standard Terms



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Background

- A. The Queensland Government administers various funding programs across a range of social service areas.
- B. These terms are standard terms upon which funding is granted under social service programs administered by the Queensland Government.
- C. The relationship between You and Us is one of mutual respect. The parties have a shared goal to ensure the delivery of quality and effective services, to work collaboratively and constructively and in a spirit of goodwill, while acknowledging the requirement for accountable, responsible and effective expenditure of public monies.

1. Service Agreement – general provisions

1.1 Terminology

- (a) In the Service Agreement, certain words and phrases have defined meanings. They are indicated by capital letters (eg. Funding).
- (b) Definitions of words or phrases used in the Service Agreement, including these Standard Terms, are in clause 31.
- (c) Some words or phrases that are used only in the Funding and Service Details are defined in that document.

1.2 Service Agreement terms

- (a) The Service Agreement sets out the terms and conditions on which We will provide Funding to You and on which You must deliver Services. The Service Agreement is comprised of:
 - (i) the Funding and Service Details, which:
 - A. contain terms about Funding and Services that relate to the type of Funding and Services; and
 - B. incorporate Funding Schedules, which contain some specific terms about particular Funding and Services; and
 - these Standard Terms, which contain general terms that apply to Funding and Services.
- (b) The Funding and Service Details may also specify or refer to documents, specifications, guidelines, policies or standards that You must comply with, meet or have regard to in relation to particular Funding or Services.
- (c) The Service Agreement also includes any document that the parties may sign from time to time, varying or extending it, including any variation agreement referred to in clause 2.2.

(d) New versions of these Standard Terms may be issued from time to time. You will be notified about any such new version and the date that it is to take effect from and, from the date stated in the notice, the new version will apply to all Funding and Services under the Service Agreement, including Funding already provided, or agreed to be provided, to You as at that date. This will not limit or affect any right of action or remedy that has accrued as at the date the new version of these Standard Terms takes effect.

1.3 Order of precedence

If, in relation to any Funding or Services, there is any ambiguity in or inconsistency between the documents comprising the Service Agreement, the following order of precedence will apply to resolve the ambiguity or inconsistency:

- (a) any Departures in the Funding and Service Details;
- (b) the remaining terms in the Funding and Service Details, excluding the relevant Funding Schedule;
- (c) the Special Conditions (if any);
- (d) these Standard Terms; and
- (e) the Funding Schedule.

1.4 Term of Service Agreement

The Service Agreement will commence on the Agreement Commencement Date and, unless terminated earlier, will continue until the Agreement Expiry Date.

WHAT WE MUST DO

2. Our obligations

2.1 General

- (a) We will pay the Funding to You in a timely and accountable manner.
- (b) Our obligation to provide the Funding to You will start at the Schedule Start Date and will stop at the earlier of:
 - (i) the Schedule End Date or the Agreement Expiry Date;
 - (ii) termination of the Funding Schedule, or relevant part of the Funding Schedule: or
 - (iii) termination of the Service Agreement.
- (c) When a Funding Schedule expires, then, subject to clause 2.1(d), the Funding Schedule will automatically be severed from the Service Agreement.

(d) The expiry or termination of a Funding Schedule or the Service Agreement will not affect any right of action or remedy that has accrued as at the date of expiry or termination.

2.2 Additional Funding

During the Term, We may provide additional Funding to You. Additional Funding may be provided under an additional or replacement Funding Schedule added to the Service Agreement by, or a variation to a Funding Schedule described in, a variation agreement signed by both parties in accordance with clause 8.1(a).

2.3 Our conduct

- (a) We will liaise and work collaboratively with You to:
 - (i) improve Our knowledge base of service delivery practice and outcomes;
 - (ii) ensure effective expenditure of public monies; and
 - (iii) monitor, review and evaluate the Services.
- (b) We will provide You with current information, including relevant government policies, procedures and guidelines, applicable to the use of the Funding and delivery of the Services.
- (c) We are subject to the *Information Privacy Act 2009 and the Right to Information Act 2009.*

WHAT YOU MUST DO

3. Use of Funding and delivery of Services

3.1 General

- (a) You must:
 - (i) use the Funding and deliver the Services strictly in accordance with the Service Agreement;
 - (ii) comply with any policies notified to You by Us;
 - (iii) promptly notify Us of any relevant matters that You reasonably think might affect Your ability to deliver any of the Services or meet Your obligations under the Service Agreement;
 - (iv) comply with any legislation and requirements of any Commonwealth, State, Territory or local authority in relation to the Funding, the Services and the Service Agreement, including a Governing Act; and
 - (v) obtain and maintain all permits, registrations and licences required to be taken out in connection with Your performance of the Services.

- (b) You are responsible for ensuring compliance with Your obligations under the Service Agreement, despite:
 - (i) any assistance We may provide, including under clause 4.2;
 - (ii) any payment to You, or withholding of payment, by Us;
 - (iii) any arrangement under which any of the Services are delivered under Your auspices; or
 - (iv) any subcontracting of the Services.

3.2 Service commencement and delivery

- (a) You must:
 - (i) start delivering the Services by no later than the Schedule Start Date or, if an Establishment Date is specified, by the Establishment Date, except where otherwise agreed or notified by Us;
 - (ii) continue delivering the Services until the Schedule End Date;
 - (iii) comply with the Service Delivery Requirements; and
 - (iv) deliver or achieve the Deliverables.
- (b) If any of the Services are to cease to be delivered, including because a Funding Schedule expires or is terminated or the Funding is suspended, You must:
 - (i) cooperate with Us, if We require, in relation to:
 - A. the process that You will employ to cease those Services;
 - B. the continuity of those Services to the Service Users; and
 - C. handling of records and information in relation to those Services; and
 - (ii) comply with any notice that We give You about the transfer or disposal of any Funded Assets.
- (c) You must not cease or change any of the Services without Our prior written approval.

3.3 Quality standards

You must comply with any quality standards in relation to the Services specified in the Funding and Service Details.

3.4 Your conduct

- (a) You must conduct all activities that comprise the Services diligently, effectively and in a professional manner, including by:
 - (i) delivering the Services without coercion and in a manner that promotes the privacy, dignity, self-esteem and independence of Service Users; and

- (ii) providing Service Users with access to and assistance with the Services on the basis of need, but otherwise on a non-discriminatory basis, except where the Services are delivered to meet the needs of specific Service Users.
- (b) You must collaborate and coordinate with other community organisations and government agencies within the service system in which Your organisation is operating with a view to delivering the most effective Services for the overall benefit of Service Users.

3.5 Your dispute resolution and complaints

- (a) You must:
 - have and comply with a dispute resolution procedure for disputes between You and Service Users concerning any of the Services and You must make the procedure available to all Service Users;
 - (ii) keep and implement a document outlining Your procedure for dealing with complaints that any person may make about any of the Services and make it available for viewing by any person on request; and
 - (iii) advise any person who makes a complaint about any of the Services that they may complain to Us or a complaints agency if they are not satisfied with the outcome of the complaint.
- (b) You must not discontinue or reduce any of the Services, or otherwise take recriminatory action, because a person makes a complaint to You about any of the Services, provided that this does not preclude You from taking action as necessary to ensure safety and prevent harm to Service Users and others that may come to Your notice through the lodgement of the complaint.

4. Other obligations

4.1 Liaison with the Our Contact Officer

You must:

- (a) communicate with and provide information to Us as We may require; and
- (b) comply with all of Our requests, directions, and monitoring requirements to Our satisfaction.

4.2 Monitoring of the delivery of Services

(a) Both parties agree to meet or make contact during the Term for the purposes of monitoring the delivery of the Services and assisting You to perform Your obligations under the Service Agreement, which may include visits by Us to Your premises and access by Us to Your records, wherever they are located.

- (b) We can, at any time, conduct a review of any of the Services to assess service or program effectiveness or supporting improvements in the delivery of those Services. The review may include gathering and analysing information about the Services for the purpose of assessing the functioning and effectiveness of the Services or any system or program associated with the Services.
- (c) You must make available to Us all information and documents that We request for the purpose of clauses 4.2(a) or (b) and warrant that such information and documents are true and correct to the best of Your knowledge.

Note: A review under clause 4.2 is separate from a Performance Review conducted under clause 12.1

4.3 Your employees

All personnel that You employ in any capacity are Your responsibility. You will be responsible for payment of all wages and entitlements to Your employees.

4.4 Your financial viability

During the Term, You must not incur a level of financial indebtedness or financial difficulty such that, in Our opinion, You will not be able to comply with Your obligations under the Service Agreement.

4.5 Notifications

Changes

(a) You must notify Us of any changes to Your details in the Funding and Service Details in the way We require.

Other funding received by You

- (b) If You receive other funds from either the Commonwealth Government, another State Government department or authority or any other entity providing funds for meeting the costs of:
 - (i) any of the Services; or
 - (ii) other services or activities that are of a similar nature to any of the Services,

You must notify Us of the amount and purpose of the additional funds received, unless We state otherwise.

Notifying alleged misconduct

- (c) If You are, or become, aware of an allegation that raises a reasonable suspicion of misconduct or dishonesty of a serious nature relating to the use of the Funding or the operation of the Services, including an allegation of an offence liable to imprisonment against You or Your employees, volunteers, agents or subcontractors then, You must:
 - (i) immediately notify Us if the allegation involves misconduct or dishonesty concerning You; and

(ii) in all cases, report the allegation to a relevant authority such as the Queensland Police Service and notify Us when You have reported it.

Notifying major incidents

- (d) You must notify Us within 1 Business Day after You become aware of:
 - (i) an incident that affects or is likely to affect the delivery of any of the Services;
 - (ii) an incident that relates to any of the Services or Service Users and that requires an emergency response including fire, natural disaster, bomb threat, hostage situation, death or serious injury, or threat of death or serious injury, of any person or any criminal activity;
 - (iii) an incident that may relate to any Service Users subject to interventions by Us, staff and carers; or
 - (iv) a matter where significant media attention has occurred or is likely to occur.

Notification of amendment

(e) You must notify Us of any amendment to Your Constitution within 20 Business Days after the amendment is made.

4.6 Cultural accessibility

- (a) You must ensure that the Services are culturally accessible to Aboriginal and Torres Strait Islander peoples and to people from culturally and linguistically diverse backgrounds, recognising the diversity of needs of people, including specific needs, from urban, regional and remote areas.
- (b) Where the target group for the Services is Aboriginal or Torres Strait Islander people, You must, if We request, provide evidence to Our satisfaction that individuals, families, cultural custodians, clan and language groups, community organisations, communities or representatives deemed appropriate by the community to which the Services are being delivered, are engaged in the design, delivery and evaluation of programs and the Services to ensure they are appropriate to local community and cultural needs.

5. Your reporting obligations

5.1 Reporting Requirements and other information

- (a) You must comply with the Reporting Requirements.
- (b) We may, by giving You notice, require that You provide some or all of the reports specified in the Reporting Requirements more or less regularly than stated in the Reporting Requirements.
- (c) In addition to the Reporting Requirements, We may, by giving You notice, require that You supply Us with information in any way concerning You, Your delivery of the Services or the carrying out of Your obligations under the Service Agreement, including performance or financial reports.

- (d) A notice that We give You under clauses 5.1(b) or (c) need not be in any specified form but must state:
 - (i) in the case of a notice under clause 5.1(b), the relevant reports and how regularly You must give them to Us; and
 - (ii) in the case of a notice under clause 5.1(c):
 - A. the information We require;
 - B. the way that We require You to provide the information; and
 - C. the time within which You are required to provide the information.
- (e) If We require information under clause 5.1(c), You must provide that information to us within the timeframe specified in the notice.

5.2 Standard of reporting and method of lodging

All reports and information provided by You under the Service Agreement, including under the Reporting Requirements, must be:

- (a) true and accurate in all respects;
- (b) of a standard and in a format acceptable to Us; and
- (c) provided to Us electronically via the reporting system specified as part of the Reporting Requirements or by such other method as specified in any notice given to You under clause 5.1(c) or as otherwise notified to You by Us from time to time.

5.3 Failure to comply with Reporting Requirements or provide information

Without limiting any other provision of the Service Agreement, if You fail to comply with any Reporting Requirement or to provide information required under clause 5.1(c), this may adversely impact on any decision We may make about providing additional funding to You under the Service Agreement or any other subsequent funding assistance.

ABOUT THE FUNDING

6. Payment of Funding

6.1 Mechanism for payment

- (a) We will provide the Funding to You by instalments in accordance with the Funding Schedule.
- (b) We may withhold any instalment of the Funding if You have not complied with any obligation under the Service Agreement, including Your obligation to submit reports or information as required under clause 5.

6.2 Changes to the amount and timing of instalments

- (a) We may vary:
 - (i) the timing of instalments in relation to the Funding (and therefore the timing and amount of each subsequent instalment of the Funding); or
 - (ii) the periods and dates stated in the Service Agreement, either generally or in relation to particular Funding.
- (b) We will give You 5 Business Days notice of any such variation.

6.3 Applying for an emergency advance of Funding

- (a) In the case of an emergency, You may make a written request for an instalment of the Funding in advance.
- (b) We may request any additional information from You before deciding whether to advance an instalment of the Funding to You under clause 6.3(a).

6.4 Future Funding

You acknowledge and agree that We are under no obligation to provide the Funding to You beyond the expiration or termination of the Funding Schedule or the Service Agreement.

7. Administration and expenditure of Funding

7.1 Your use of Funding

- (a) You must use the Funding only:
 - to deliver the Services specified in the Funding Schedule, unless otherwise approved by Us in writing;
 - (ii) in accordance with the Funding Schedule and the requirements of a Governing Act; and

- (iii) within any time period stipulated in the Funding Schedule, or elsewhere in the Service Agreement, for expenditure of the Funding.
- (b) You must not, without Our prior written approval, use the Funding to:
 - (i) provide security for any purpose;
 - (ii) make a loan or gift for any purpose;
 - (iii) pay sitting fees to directors, management committee members, members of Your organisation or any other person;
 - (iv) make payments that are inconsistent with the Services specified in the Funding Schedule; or
 - (v) relieve cash flow problems in the delivery of Your other services, including any Services specified in a Funding Schedule that does not relate to the Funding or the Services, or carry out activities funded from other sources.
- (c) If You use the Funding for a purpose other than those permitted under the Service Agreement, or as otherwise approved by Us, then, without limiting any other rights We may have, We may notify You that You are required to repay the Funding that has been so spent, used or applied, within the period stated in the notice, which will be not less than 10 Business Days. This amount will be a debt due and owing to Us by You.
- (d) If You use the Funding to provide cash cheques or cash advances then You must keep a record of the date, amount, recipient and purpose of any cash cheque that You issue or cash advance that You make.
- (e) You must hold the Funding in an account at an Approved Financial Institution.
- (f) Where You receive the Funding, wholly or partly, to employ staff and are bound by a registered industrial instrument requiring the payment of termination or redundancy payments in appropriate circumstances, the Funding may only be used for termination or redundancy payments if:
 - (i) the Funding is stopped due to circumstances stated in clause 15.1; or
 - (ii) You have obtained Our prior written approval.
- (g) The Funding may be used to obtain and maintain permits, registrations and licenses required to be taken out in connection with Your performance of the Services specified in the Funding Schedule.

7.2 Earnings

You must use and deal with any money earned by You from:

- (a) interest on the Funding; or
- (b) the operation of the Services (for example fees, rent, board, service charges),

as if the money earned was part of the Funding provided to You.

7.3 Unspent amounts

If You provide a report or other information in accordance with clause 5 which shows that any part of the Funding for the previous period is unspent by You, then We may:

- (a) authorise You to retain the unspent Funding and to expend some or all of it for an approved purpose, on terms and conditions specified by Us;
- (b) reduce a future payment or instalment of the Funding to take account of the unspent Funding; or
- (c) notify You that You are required to repay the unspent Funding to Us, within the period stated in the notice, which will be not less than 20 Business days. That amount will be a debt due and owing to Us by You.

7.4 Remaining part of Funding held by You

- (a) If, at the expiration of the Funding Schedule or the Service Agreement, any of the Funding has not been spent by You, We may:
 - (i) notify You that You are required to repay the unspent Funding to Us, within the period stated in the notice, which will be not less than 20 Business Days. That amount will be a debt due and owing to Us by You; or
 - (ii) authorise You to retain the unspent Funding and to expend some or all of it for an approved purpose, on terms and conditions specified by Us.
- (b) We will only require You to repay the unspent Funding under clause 7.4(a)(i) after following any applicable show cause process required under a Governing Act.

7.5 Accountability for Funding

You must maintain separate and readily identifiable ledger accounts to record Your receipt and expenditure of the Funding.

8. Varying the Services or Funding

8.1 Variation to Services or Funding

The parties acknowledge that:

- (a) the Service Agreement, or any part of it, may be varied by a variation agreement signed by an authorised representative of Ours and Yours; and
- (b) a variation which reduces or increases the scope of the Services may result in a reduction of or increase in (as the case may be) the amount of, or any future instalment of, the Funding.

8.2 Increase in Funding

We may increase the Funding from time to time without a variation to the Service Agreement, provided that:

- (a) We will notify You about any such increase and the relevant Funding Schedule will be deemed varied in accordance with the notice; and
- (b) a formal variation to the Service Agreement will be required where new or expanded Services are to be provided by You in connection with the increase in the Funding.

9. GST

9.1 Amounts specified exclusive of GST

- (a) The amount of the Funding as set out in a Funding Schedule is exclusive of GST.
- (b) We will pay You the GST Amount at the same time as paying You the Funding if You are registered for GST.

9.2 Adjustment

If, for any reason, including:

- (a) any amendment to the GST Legislation;
- (b) the issue of a ruling or advice by the Commissioner of Taxation;
- (c) a refund in respect of a supply made under the Service Agreement; or
- (d) a decision of any tribunal or court,

the amount of GST paid by Us differs from the amount of GST paid or payable by You to the Commissioner of Taxation, then We must issue an appropriate adjustment note and any difference must be paid to or by Us as the case may be.

9.3 Exchange of information

The parties agree to exchange such information as is necessary to enable each party to accurately assess its rights and obligations under this clause.

9.4 Recipient Created Tax Invoice

If you are registered for GST, You agree that We may issue You with RCTIs in respect of GST applicable to any payments of the Funding. The following requirements will apply for the duration of the Service Agreement:

- (a) We may issue You with an RCTI in respect of any Taxable Supply;
- (b) You must not issue a tax invoice in respect of a Taxable Supply for which We issue an RCTI;
- (c) You acknowledge that You are registered for GST and agree to notify Us if You cease to be registered or if You cease to satisfy any of the requirements relating to RCTIs; and

(d) We acknowledge that We are registered for GST and agree to notify You if We cease to be registered or if We cease to satisfy any of the requirements relating to RCTIs.

We will issue an RCTI upon each payment of the Funding made to You during the Term.

9.5 Remittance

You must remit any GST Amount(s) that We pay to You to the Australian Taxation Office as required by the GST Legislation.

10. Your acknowledgment of Funding

- (a) You must ensure that the Funding is acknowledged in Your annual report (if You produce an annual report) and promotional materials relating to the Services.
- (b) Any acknowledgement in promotional material about the Services must use an acknowledgement logo which You must obtain from Us.

ASSETS

11. Assets

11.1 Purchase of Assets

- (a) Where a Funding Schedule specifies that one-off Funding is provided for the purchase of a specific Asset, the Funding may only be used for the purchase of that Asset.
- (b) The Funding may not be used in any circumstances for the purchase of major capital assets, like land or buildings.

11.2 Ownership of Funded Assets

You must be the legal and beneficial owner of any Funded Asset.

11.3 Your obligations regarding all Funded Assets

In relation to any Funded Asset, You must:

- only use the Funded Asset for delivering the Services specified in the Funding Schedule, unless We approve otherwise in writing;
- (b) keep the receipts evidencing the expenditure of the Funding to purchase the Funded Asset and provide a copy of any such receipts to Us upon request;
- (c) not encumber, use as a security or deal with the Funded Asset other than in accordance with the Service Agreement, unless We approve otherwise in writing;

- (d) hold the Funded Asset securely and put in place reasonable safeguards against theft, loss, damage or unauthorised use;
- (e) maintain the Funded Asset in good working order;
- (f) if required, maintain registration and licensing of the Funded Asset;
- (g) comply with any request from Us concerning the Funded Asset, including in relation to any registration of Our interest in it under a Specific Security Agreement, if required by Us;
- (h) comply with any direction that We give You about the transfer or disposal of the Funded Asset under clause 3.2(b)(ii); and
- (i) be fully responsible for, and bear all risks relating to, the purchase, use or disposal of the Funded Asset.

11.4 Specific Security Agreements

- (a) In relation to any Funded Asset, We may require a Specific Security Agreement to be signed by You.
- (b) If We require a Specific Security Agreement to be signed:
 - (i) We will provide to You two copies of the Specific Security Agreement;
 - (ii) You must sign the Specific Security Agreement that We provide and return a signed original copy of it to Us; and
 - (iii) We will be entitled to register the Specific Security Agreement and, if We do so, We will pay any registration fees.

11.5 Requirements about certain Funded Assets

- (a) In relation to any Funded Asset that has a purchase price or market value of more than \$5,000 and a useful life greater than one year:
 - (i) You must record the following information about the Funded Asset in a register:
 - A. the Services it will be used to deliver;
 - B. a description of it, including model and engine number (if a vehicle);
 - C. the date of purchase and the name of the supplier;
 - D. the purchase or acquisition price;
 - E. the 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*:
 - F. its effective or useful life; and
 - G. its written down or book value; and

- (ii) You must not sell, lease, mortgage, destroy, part with possession of or give it away, without Our prior consent, before the Schedule End Date, provided that this clause 11.5(a)(ii) will not apply to any Funded Asset that is the subject of a Specific Security Agreement.
- (b) If You breach clause 11.5(a)(ii), then the greater of:
 - (i) the amount of any proceeds that You receive; and
 - (ii) the value of the Funded Asset at the time of the breach,

will be a debt due and owing to Us.

- (c) If a Funded Asset is sold during the Term, You must use Your best endeavours to achieve a fair market value for the sale and, if directed by Us, either:
 - (i) apply sale proceeds only for the Services that the Funded Asset was used to deliver; or
 - (ii) pay the proceeds of the sale to Us.

PERFORMANCE REVIEW AND AUDIT ACCESS

12. Performance review and audit access

12.1 Performance review

- (a) We can, at any time, conduct a Performance Review. Where We consider it appropriate, We will involve You in any Performance Review.
- (b) A Performance Review may include gathering and analysing information about the Services or Your use of the Funding, for the purpose of Us:
 - (i) assessing the extent to which terms of the Service Agreement can be, or are being, met by You; and
 - (ii) considering or recommending a course of action to ensure compliance or to seek a remedy of any non-compliance.
- (c) We will give You notice prior to conducting a Performance Review, which need not be in any particular form but will specify the Funding and Services that We wish to review and any premises to which We require access.

12.2 Auditors

We can, by notice to You, nominate auditors to conduct a Performance Review for Us or to conduct any financial and compliance audit of You.

12.3 Compliance with notice

If We give You a notice under clauses 12.1(c) or 12.2, You must:

- (a) comply with the notice;
- (b) give Our officers or employees or Our Auditors full and free access to:
 - (i) Your employees;
 - (ii) any premises where the Services are delivered or from which You conduct Your business; and
 - (iii) Your accounts, records, documents and papers that relate directly or indirectly to the receipt, expenditure, or payment of the Funding or the conduct of the Services: and
- (c) cooperate with Our officers or employees or Our Auditors, including by giving any assistance required to:
 - (i) meet with Your employees;
 - (ii) inspect the performance of the Services; and
 - (iii) locate and make copies of any of Your accounts, records, documents and papers that relate directly or indirectly to the receipt, expenditure, or payment of the Funding or the conduct of the Services.

12.4 Minimum interference

When conducting a Performance Review or audit under this clause 12, We will, and will procure Our Auditors to, use best endeavours to minimise interference to Your employees and the conduct of the Services.

12.5 Information to be provided

You must provide any information or documents that We or Our Auditors may request in relation to a Performance Review or audit and You warrant that such information and documents are true and correct to the best of Your knowledge.

12.6 Subcontracts

You must ensure that, where any of the Services are delivered under a subcontract, any subcontract contains equivalent clauses permitting Us and Our Auditors to have access to the employees, premises, accounts, records, documents and papers of the subcontractor to the same extent provided for in this clause 12.

12.7 Services delivered under Your auspices

You must ensure that, where any of the Services are delivered under Your auspices, the entity delivering those Services under Your auspices will permit Us and Our Auditors to have access to its employees, premises, accounts, records, documents, papers to the same extent provided for in this clause 12.

12.8 Application of this clause

Our rights under this clause 12 are in addition to any other rights We have under the Service Agreement or a Governing Act.

REDUCING, SUSPENDING OR STOPPING FUNDING

13. Suspending or stopping Funding

13.1 Suspension or termination by Us

- (a) We can take any Specified Action by giving You notice if:
 - (i) You breach any term of the Service Agreement;
 - (ii) an amendment to Your Constitution or operations means that You are no longer:
 - A. eligible for the Funding; or
 - B. able, in Our opinion, to comply with the Service Agreement;
 - (iii) You become insolvent; or
 - (iv) an actual Conflict of Interest arises.

We will only do this after following the show cause process in clause 14.

- (b) We can immediately take any Specified Action by giving You notice if:
 - (i) We have terminated any other service agreement with You because of an event or occurrence of the same type as specified in clause 13.1(a);
 - (ii) You become subject to any form of external administration;
 - (iii) You enter into an arrangement with Your creditors or otherwise take advantage of any laws in force in connection with insolvent debtors; or
 - (iv) any:
 - A. steps or proceedings are commenced, and not withdrawn or dismissed within 5 Business Days; or
 - B. order made,

in relation to Your winding up, voluntarily or involuntarily.

We can do this without following the show cause process in clause 14, but Our notice to You will contain the reasons for Our decision.

(c) Our rights under this clause 13.1 are in addition to any other rights or remedies available to Us.

13.2 Termination by You

You may terminate:

- (a) a Funding Schedule, in which case the Funding under that Funding Schedule will stop; or
- (b) the Service Agreement, in which case all Funding payable under the Service Agreement will stop,

by giving Us at least 3 months notice.

13.3 Consequences of termination

- (a) If a Funding Schedule is terminated:
 - (i) the Funding provided under that Funding Schedule will immediately stop as at the date of termination;
 - (ii) the Funding Schedule will be severed from the Service Agreement;
 - (iii) You must:
 - A. comply with the requirements specified in the notice of termination, including about the transfer or disposal of Funded Assets;
 - B. do everything possible to mitigate all losses, costs and expenses that You may incur as a result of the termination; and
 - C. comply with clause 3.2(b) in relation to the Services; and
 - D. repay to Us any part of the Funding, whether unexpended or otherwise, that We notify You is required to be repaid (which notice may be in the notice of termination), within the period stated in the notice, which will be not less than 10 Business Days. That amount will be a debt due and owing to Us by You; and
 - (iv) the remaining Funding Schedules will not be affected unless, having regard to clause 1.4, the termination of a Funding Schedule means that the Term expires, in which case the Service Agreement will automatically terminate and clause 13.3(b) will apply.
- (b) If the Service Agreement is terminated, all Funding provided under the Service Agreement will immediately stop as at the date of termination and clause 13.3(a)(iii) will apply to all Funding and Funding Schedules.
- (c) If a Funding Schedule or the Service Agreement is terminated for any reason:
 - (i) We will not be liable to pay You compensation for any loss of profit or benefits that You would have received had the termination not occurred; and
 - (ii) the termination will not limit, or adversely affect, any other right or remedy that may be available to Us or accrued as at the date of termination.

13.4 Relationship to Governing Act

We may take action under this clause 13 without having to give a compliance notice under a Governing Act or take any other compliance or enforcement action under a Governing Act, except if expressly required by a Governing Act.

14. Show cause process

- (a) If We reasonably suspect that any of the grounds or circumstances specified in clauses 13.1(a) apply, We may give You a show cause notice stating:
 - (i) the Specified Action We propose to take under clause 13.1(a);
 - (ii) the grounds for the Specified Action;
 - (iii) an outline of the facts and circumstances forming the basis for the grounds; and
 - (iv) an invitation to You to show, within a stated period, why the Specified Action should not be taken.
- (b) The Show Cause Period will be a period ending at least 7 days, or such longer period as required under a Governing Act, after the Show Cause Notice is given to You.
- (c) During the Show Cause Period, You may make written representations to Us, stating why the Specified Action should not be taken and We must consider all Representations You make.
- (e) If, after considering the Representations, We no longer believe the grounds exist to take the Specified Action, We will not take further action about the Show Cause Notice and will, as soon as practicable, give notice to that effect.
- (f) If You do not make any Representations or, after considering the Representations You make, We still believe the grounds exist to take the Specified Action and that the Specified Action is warranted, We may take the Specified Action and will notify You of Our decision.

15. Reduction of Funding or termination for other reasons

15.1 Reduction of Funding or termination in particular circumstances

- (a) We can reduce the amount of the Funding or terminate any Funding Schedule:
 - (i) by giving You at least 3 months prior notice if We determine that:
 - A. changes to the State budget or any guidelines or policies of the State or Commonwealth government impact on the continued provision of the Funding to You or recipients of similar funding generally; or

- B. the needs of the Service Users no longer justify the Funding, or that other persons are in greater need than those Service Users; or
- (ii) by giving You at least 6 months prior notice if We determine that it is appropriate for Us to re-test the market for the delivery of the Services.
- (b) If We determine, that any of the circumstances described in subclauses 15.1(a)(i) or (ii) apply to a substantial portion of all Funding or Services under the Service Agreement, We may reduce all Funding under the Service Agreement or terminate the Service Agreement.
- (c) We can take action under clauses 15.1(a) or 15.1(b) without following the show cause process set out in clause 14, but Our notice to You will contain the reasons for Our decision.

15.2 Consequences of reduction or termination

- (a) If We reduce the Funding under clauses 15.1(a) or (b):
 - (i) We will review the scope of the Services;
 - (ii) You must:
 - A. do everything You can to mitigate and lessen all losses, costs and expenses that You may suffer in relation to the reduction;
 - B. repay to Us any unexpended part of the Funding that We notify You is required to be repaid as a result of the reduction, within the period stated in the notice, which will be not less than 20 Business Days. That amount will be a debt due and owing to Us by You; and
 - C. comply with any reasonable request made by Us in relation to the reduction of the Funding; and
 - (iii) We will notify You about the reduced amount of the Funding and any changed scope of the Services and the Service Agreement will be deemed varied in accordance with the notice.
- (b) If:
 - (i) a Funding Schedule is terminated under clause 15.1(a), clauses 13.3(a) and 13.3(c) will apply; or
 - (ii) the Service Agreement is terminated under clause 15.1(b), clauses 13.3(b) and 13.3(c) will apply.
- (c) If We reduce any Funding, terminate a Funding Schedule or terminate the Service Agreement under clauses 15.1(a) or (b), We will consider paying You reasonable costs, including transitional arrangement costs for affected Service Users, that You incur as a direct result of the reduction or termination, subject to You providing Us with written evidence of the costs claimed and Us approving those costs.

MATERIAL AND INFORMATION

16. Intellectual Property Rights

16.1 Ownership of Intellectual Property Rights

- (a) Intellectual Property Rights in Your Material vest in You.
- (b) Intellectual Property Rights in Our Material vest in Us.

16.2 Licence of Intellectual Property Rights to the State

- (a) You grant to the State of Queensland a perpetual, irrevocable, royalty-free, world wide and non-exclusive licence (including a right to sub-licence) to use, communicate, reproduce, publish, adapt and modify Your Material and any Existing Material.
- (b) We licence You to use Our Material (including copying it and supplying it to others) but only for the purposes of performing Services.

16.3 Documentation

If requested by Us, You will sign, execute, or otherwise complete any document that may be necessary or desirable to give effect to this clause 16.

16.4 Use of Intellectual Property Rights

- (a) You warrant that You are entitled, or will be entitled at the required time, to deal with the Intellectual Property Rights in Your Material and any Existing Material in the manner provided for in this clause 16.
- (b) We warrant that We are entitled, or will be entitled at the required time, to deal with the Intellectual Property Rights in Our Material in the manner provided for in this clause 16.

16.5 Protection of Intellectual Property and Moral Rights

- (a) You agree to take all reasonable steps to protect the Intellectual Property Rights in Your Material and to comply with the warranties in clause 16.4(a).
- (b) You will ensure that, in delivering the Services and performing Your obligations under the Service Agreement, You (including Your employees, agents, volunteers and subcontractors) do not:
 - (i) infringe any person's Intellectual Property Rights or an individual's Moral Rights; or
 - (ii) authorise the infringement of any such rights.

16.6 Aboriginal and Torres Strait Islander cultural sensitivity

In addition to clause 16.5, You agree that, in delivering all Services You will:

- respect the cultural and spiritual significance of Aboriginal and Torres Strait Islander people;
- (b) refrain from incorporating any elements derived from Aboriginal and Torres Strait Islander cultural heritage into any material created under the Service Agreement without the informed and written consent of the cultural custodians, clan or language groups and community representatives deemed acceptable by each community; and
- (c) inform Us in writing about any elements derived from Indigenous cultural heritage which You incorporate into any material which You create and deliver to Us under the Service Agreement, and of any consent which You have obtained relating to the use of such elements.

17. Disclosure of Confidential Information

17.1 Approval to disclose

- (a) You must not disclose Confidential Information belonging to Us except where You have obtained Our prior written approval (which may be subject to conditions) or where required by law.
- (b) We reserve the right, without any liability to account to You or any third person, to make available, disclose, and allow the disclosure of, to the extent that it is not prohibited or regulated by any legislation, any information received from You or otherwise relating to the Service Agreement to:
 - (i) any department, agency, authority, or Minister of the Queensland or Commonwealth governments;
 - (ii) the Queensland parliament; or
 - (iii) any third person, including any court, tribunal, government committee or other person within government, where such disclosure would be permitted or required by law, or otherwise would be consistent with established government policies, procedures or protocols or for public accountability purposes to the extent required in those circumstances.
- (c) We may give information about You to:
 - (i) an entity that provides other funding or other assistance to You; or
 - (ii) another entity if We consider the entity has an interest in the proper and efficient delivery of any of the Services by You.

17.2 Your undertaking

(a) You must make every reasonable effort to ensure that Your employees, volunteers, agents and subcontractors are aware of and comply with the obligations of confidentiality in this clause 17.

- (b) We may, at any time, require You to give, and for You to arrange for Your subcontractors, employees, and volunteers engaged in the performance of any Services to give, written undertakings in a form reasonably required by Us relating to the non-disclosure of Confidential Information under this clause 17.
- (c) You must notify Us immediately if You know or suspect that Confidential Information has been disclosed without Our authorisation.

18. Protection of Personal Information

18.1 Your privacy obligations

If You collect or have access to Personal Information for the purposes of the Service Agreement, You must:

- (a) comply with Parts 1 and 3 or, in relation to Funding provided by a Health Agency, Parts 2 and 3, of Chapter 2 of the *Information Privacy Act 2009* (Qld) in relation to the discharge of Your obligations under the Service Agreement as if You were Us;
- (b) not use Personal Information other than for the purposes of the Service Agreement, unless required or authorised by law;
- (c) not disclose Personal Information without Our prior written consent, unless required or authorised by law;
- (d) not transfer Personal Information outside of Australia without Our prior written consent:
- (e) ensure that access to Personal Information is restricted to those of Your employees, volunteer workers and officers who require access in order to perform their duties;
- (f) ensure that Your employees, volunteer workers and officers do not access, use or disclose Personal Information other than in the performance of their duties;
- (g) ensure that Your contractors and Your auspices who have access to Personal Information comply with the obligations the same as those imposed on You under this clause;
- (h) fully co-operate with Us to enable Us to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
- (i) comply with such other privacy and security measures as We reasonably notify You about from time to time.

18.2 Privacy deed

On Our request, You must obtain from Your employees, volunteer workers, officers and contractors engaged for the purposes of the Service Agreement, an executed deed of privacy in a form acceptable to Us.

18.3 Your Privacy Notice

- (a) If You collect, record or otherwise deal with Personal Information, You must make available a copy of Your Privacy Notice to the person giving You the Personal Information.
- (b) Your Privacy Notice must be of a standard reasonably acceptable to Us and must state that information You collect may be provided to Us to ensure that You are delivering quality services.

18.4 You will notify Us

- (a) You must make every reasonable effort to notify Us immediately upon becoming aware of any breach of this clause 18.
- (b) You must notify Us immediately in the event that You become aware that disclosure of Personal Information, in relation to any child subject to the *Child Protection Act* 1999 or the *Youth Justice Act* 1992, is made or may be required by law.

19. Recordkeeping

19.1 Your records and files

- (a) You must store all records and files regarding Your use of the Funding and the delivery of the Services in secure storage for at least seven years from the expiry or termination of the Service Agreement.
- (b) You must maintain complete and adequate data and financial and other records to ensure that We are able to validate the accuracy and completeness of all reports and other information that You provide to Us, including under the Reporting Requirements.

19.2 Our Material

- (a) You must ensure that Our Material is only used, copied, supplied or reproduced for the purposes of delivering the Services.
- (b) On the expiration or termination of the Service Agreement, You must return to Us all of Our Material that We require You to return.

DEALING WITH RISK

20. Insurance and indemnity

20.1 You must obtain insurance

(a) You must effect and maintain the following insurances for the term of the Service Agreement:

- (i) public liability insurance policy for a sum of not less than \$10 million for any one event in respect of accidental death or of accidental bodily injury to persons, or accidental damage to property, arising out of or in the course of delivering the Services;
- (ii) contents insurance for any Funded Assets, other than motor vehicles, for the full replacement value of the Funded Assets;
- (iii) comprehensive motor vehicle insurance for all Funded Assets that are motor vehicles; and
- (iv) any other insurance required by Us by notice to You.
- (b) All insurance policies must be effected with an insurer authorised to carry on insurance business by the Australian Prudential Regulation Authority.
- (c) Upon Our request, You must provide Us with a copy of any insurance policy obtained in accordance with clause 20.1(a) and a certificate of currency.
- (d) If You fail to take out or maintain any insurance required under clause 20.1(a) or to provide to Us a copy of any such insurance policy or certificate of currency as required under clause 20.1(c), then, without limiting any other right that We may have, We may take out the relevant insurance and pay the required premiums on Your behalf and any such amount that We pay will be a debt due and owing to Us by You.

20.2 Use of insurance proceeds

Any proceeds or other amount that may be paid to You under a policy of insurance described in clauses 20.1(a)(ii) or (iii) must be applied by You towards the repair or replacement of the Funded Asset, except to the extent that We may otherwise require You to pay that amount to Us in payment of any amount owing to Us by You under clause 20.1(d).

20.3 Indemnity

You release, discharge, indemnify and keep indemnified Us, Our officers, employees and agents from and against any Claim that may be made or brought by any person against Us in connection with:

- (a) You failing to observe or perform any of Your obligations under the Service Agreement:
- (b) any negligent or unlawful act or omission of You, Your officers, employees, volunteer workers or subcontractors; or
- (c) contravention of any legislative requirement by You, Your officers, employees, volunteer workers or subcontractors,

but Your liability to indemnify Us under this clause will be reduced proportionally to the extent that an act or omission of Ours contributed to the Claim.

21. Conflict of Interest and compromising relationship

21.1 Warranty

You warrant that, to the best of Your knowledge and belief, after making diligent inquiries at the date of signing the Service Agreement, no Conflict of Interest exists in the performance of Your obligations under the Service Agreement.

21.2 Resolution of Conflict of Interest

If, during the Term, a Conflict of Interest arises, or appears likely to arise, You undertake to notify Us immediately and to take such steps to resolve or otherwise deal with the conflict to Our satisfaction.

21.3 Policy

You must keep and implement a policy about Conflicts of Interest of Your executive officers, employees and volunteers. The policy must include guiding principles and procedures for identifying, declaring and dealing with Conflicts of Interest.

21.4 Record

You must keep a record of each instance of a Conflict of Interest arising in the delivery of the Services and how the matter was dealt with.

21.5 Relationship not to be compromised

If You receive 50% or more of Your total income from Us, You must use Your best endeavours to ensure that Your executive officers, employees, volunteers, agents and subcontractors do not become involved in public political affairs in any circumstance where they are identifiable as Your executive officers, employees, volunteers, agents and subcontractors, such that a reasonable person would perceive that Your relationship with Us is compromised.

OTHER LEGAL MATTERS

22. Subcontracting

22.1 Consent for subcontracting

- (a) You must not, without Our prior written consent, subcontract the whole, or any part, of Your obligations under the Service Agreement.
- (b) We may impose any terms and conditions We think fit when giving approval under clause 22.1(a).
- (c) If requested by Us, You must provide a copy of any subcontract to Us.

22.2 Your obligations

(a) You are responsible for ensuring the suitability of any subcontractor and for ensuring that the Services performed by the subcontractor meet the requirements of the

Service Agreement.

- (b) Our consent to any subcontract will not relieve You from any liability or obligation under the Service Agreement.
- (c) You remain liable under the Service Agreement for the acts or omissions of any past subcontractors as if they were current subcontractors.
- (d) You must ensure that:
 - (i) any subcontract entered into is consistent with the Service Agreement; and
 - (ii) all subcontractors comply with their subcontracts and the terms of the Service Agreement as if they were a party to it.

22.3 Our rights

We may revoke the approval of a subcontractor on any reasonable ground at any time.

22.4 Procedure

Upon receipt of a written notice from Us revoking Our approval of a subcontractor, You must:

- (a) immediately replace the subcontractor; or
- (b) as soon as practicable, cease using that subcontractor to perform the Services,

and You agree to release and indemnify Us from and against any loss or damage suffered by You, or for any Claim made by You or any other person against Us, whether in respect of Your contract with a subcontractor or otherwise, arising out of Your compliance with this clause.

23. Governing law

The Service Agreement will be governed by and construed in accordance with the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

24. Right to information

You acknowledge that all documents held by Us are subject to the *Right to Information Act* 2009 and may be subject to disclosure under that Act.

25. Publication of information

You agree that, despite any other provision of the Service Agreement, We may publish or require You to publish any or all of the following details:

- (a) Your name and address, including Your head office, premises where any of the Services are delivered and other business premises;
- (b) a description of the Services to be delivered under the Service Agreement;
- (c) the Agreement Commencement Date and Agreement Expiry Date and any Schedule Start Date, Schedule End Date or Establishment Date;
- (d) the total amount of the Funding to be provided under the Service Agreement or any Funding Schedule;
- (e) the procurement method used to award the Funding to You;
- (f) where the total value of the Funding is \$10 million or more:
 - (i) invitation details;
 - (ii) a Service Agreement overview; and
 - (iii) any reasons for non-disclosure of procurement results; and
- (g) the total amount of any remuneration, including non-cash benefits, paid to Your chief executive officer or equivalent person.

26. Waiver

- (a) A waiver by a party of any breach of a provision of the Service Agreement, including a failure to enforce an obligation, is not, and will not be deemed to be, a waiver of any other or subsequent breach.
- (b) Any waiver by Us to You must be in writing and signed by the Chief Executive or an authorised delegate.

27. Dispute resolution

27.1 Dispute resolution under the Service Agreement

- (a) Where You dispute a decision made by Us under a provision in the Service Agreement, You may elect to seek a review of the decision using the review process in clause 27.2.
- (b) Both parties agree to initiate discussions with the other to resolve concerns prior to seeking a review of the decision.
- (c) Whether or not a dispute exists, each party must continue to perform its obligations under the Service Agreement.

27.2 Review of decision

- (a) This review process is not a mechanism for suspending or ceasing any Funding to You.
- (b) Within 20 Business Days after You have been given notice of Our decision in relation to the matter under dispute You can seek a review of the decision by writing to Our Contact Officer.
- (c) Your request for a review of the decision must include:
 - (i) details about the decision to be reviewed;
 - (ii) a written statement outlining Your reasons why a decision should be reviewed;
 - (iii) any evidence to substantiate the request for a review; and
 - (iv) the signature of an authorised officer of Yours.
- (d) Following receipt of a request for a review of a decision from You, We may appoint a reviewing officer. The reviewing officer will be a staff member of Ours who is independent from the situation that gave rise to the dispute.
- (e) You will be provided written notification of the outcome of the review within 20 Business Days after Your written request for a review.
- (f) If You do not accept the outcome of the review, You may give written notification to Our Contact Officer:
 - (i) within 10 Business Days after receipt of the review outcomes;
 - (ii) providing a statement for further consideration including Your reasons why further consideration is required and any evidence to substantiate the request for further consideration; and
 - (iii) under the signature of an authorised officer of Yours.
- (g) The matter will be referred to an appointed officer for final decision. The appointed officer will be a staff member of Ours who is independent from the situation that gave rise to the dispute and who is senior to the reviewing officer.
- (h) You will be notified in writing of the outcome of the appointed officer's final decision.

27.3 Exceptions to review

- (a) A party does not need to follow the review procedures set out in clauses 27.1 or 27.2 if they are seeking urgent interlocutory relief from a court.
- (b) You cannot seek a review under clauses 27.1 or 27.2 in relation to action We take under clauses 13, 14 or 15, or if the disputed decision has been made under a Governing Act.
- (c) Use of the review process in clause 27.2 does not preclude other action being taken under a Governing Act or action being taken under a provision of the Service Agreement.

28. Notices, requests and other communications

28.1 Address for notices

Any notice, request, or other communication to be given or served under the Service Agreement must be in writing and dealt with as follows:

- (a) if given by You to Us, addressed and forwarded to Us to the attention of Our Contact Officer at the address stated in the Funding and Service Details, or as otherwise notified by Us; or
- (b) if given by Us to You, addressed and forwarded to Your Contact Officer at the address stated in the Funding and Service Details, or as otherwise notified by You.

28.2 Method of delivery

- (a) Any such notice, request, or other communication will be delivered by hand, sent by post, facsimile or electronic mail to the address of the party to which it is sent.
- (b) Subject to clause 28.3(b), the parties consent to providing information required under the Service Agreement by way of electronic communication.

28.3 Receipt of notice

- (a) Any notice, request, or other communication will be deemed to be received:
 - (i) if delivered by hand, on the date of delivery;
 - (ii) if sent by post within Australia, upon the expiry of two Business Days after the date on which it was sent;
 - (iii) if transmitted by facsimile, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient; and
 - (iv) if transmitted by electronic mail, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.
- (b) A notice to be given or served under clauses 13, 14 or 15 must not be sent via electronic mail.

29. General provisions

29.1 Discretion

Where, under the Service Agreement:

- (a) Our consent or approval is required to any act, omission, matter or thing; or
- (b) a right or discretion is conferred on Us, including as denoted by the words 'We may' in any clause,

then, unless stated otherwise, the consent, approval, right or discretion may be granted, withheld or exercised (as the case may be) by Us at Our absolute discretion and may, in the case of a consent or approval, be subject to such conditions as We determine.

29.2 Act not limited

Nothing in the Service Agreement limits:

- (a) the information or material You may be required to provide under a Governing Act;
- (b) Our, the Chief Executive's or any other person's rights under a Governing Act; or
- (c) Your or any other person's obligations under a Governing Act.

29.3 Entire agreement

The terms of the agreement between You and Us are those set out in the Service Agreement, and no written or oral agreement, arrangement or understanding made or entered into prior to the Agreement Commencement Date will in any way be read or incorporated into the Service Agreement.

29.4 No assignment

You may not assign the Service Agreement or any of the benefits or obligations under the Service Agreement to another party without Our prior written consent.

29.5 Relationship

No agency or legal partnership exists between You and Us and You must not represent Yourself or allow Yourself to be represented as a partner, employee or agent of Us.

29.6 Time

Any act, matter or thing required under the Service Agreement to be done on a day which is not a Business Day must be done on the next succeeding Business Day.

29.7 Survival

The following clauses of these Standard Terms will survive termination or expiration of any Funding Schedule or the Service Agreement:

- (a) clause 3.2(b)(i) cooperation if Services to cease;
- (b) clauses 3.2(b)(ii) and 11.3(h) directions about Funded Assets;
- (c) clause 5 Your reporting obligations;
- (d) clause 7 Administration and expenditure of Funding;
- (e) clauses 13.3 and 15.2 consequences of termination;
- (f) clause 16 Intellectual Property Rights;
- (g) clause 17 Disclosure of Confidential Information;

- (h) clause 18 Protection of Personal Information;
- (i) clause 19– Recordkeeping;
- (j) clause 20 Insurance and indemnity;
- (k) clause 22 Subcontracting; and
- (I) clause 29.7 survival.

29.8 Further Assurances

The parties agree to do any act and sign any document required to give effect to any provision in the Service Agreement.

29.9 Severability

If any part of the Service Agreement is determined to be invalid, unlawful or unenforceable in any jurisdiction and for any reason, then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Service Agreement and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

29.10 Counterparts

The parties may execute the Service Agreement in counterparts, each of which, taken together, will constitute one instrument. The parties may communicate their execution by posting the executed document, providing a copy of the executed document by facsimile or scanning and sending a copy of the executed document by electronic mail.

30. Intervening Event

- (a) You must notify Us if You are unable to carry out wholly or in part, any of Your obligations to deliver the Services due to natural disasters, strikes, lockouts, or other industrial disturbances, acts of terror, unavoidable accident, fire, flood, or explosion.
- (b) Your notice to Us must provide the extent to which You expect to be unable to perform or will be delayed in performing the Services.
- (c) You must take all reasonable steps to reduce the effect of the Intervening Event. We acknowledge that the Services may be suspended to the extent that they are affected by the Intervening Event.
- (d) Once the Intervening Event has ended, You must as soon as possible recommence delivery of the Services and where possible, carry out all acts which You would have been liable to carry out had the Intervening Event not occurred.

31. Definitions and interpretation

31.1 Definitions

In the Service Agreement including all parts, unless stated otherwise or a contrary intention appears:

- "Agreement Commencement Date" means the Agreement Commencement Date specified in the Funding and Service Details;
- "Agreement Expiry Date" means the Agreement Expiry Date specified in, or determined in accordance with, the Funding and Service Details;
- "Approved Financial Institution" means a financial institution registered in Australia and operating as a bank, credit union or building society;
- "Asset" means a motor vehicle, item of plant or equipment;
- "Business Day" means any day other than a Saturday, Sunday or public holiday in Queensland;
- "Chief Executive" means, for Funding given by:
- (a) a Department, the Director-General of the Department or other person from time to time holding the office of chief executive or having delegated responsibilities under relevant legislation; or
- (b) another body or agency, the chief executive officer or equivalent person;
- **"Claim"** includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages and expenses, including those arising out of the terms of any settlement;
- "Confidential Information" means information that is by its nature confidential or, when it is received, is marked as confidential in nature, but does not include information which:
- (a) is or becomes public knowledge other than by:
 - (i) breach of the Service Agreement; or
 - (ii) any other unlawful means;
- (b) is in a party's possession without restriction in relation to disclosure before the date of receipt from the other;
- (c) has been independently developed or acquired by the party receiving or obtaining it;
 or
- is disclosed by compulsion of law, including during testimony before any judicial or quasi-judicial court or tribunal, under court subpoena, parliamentary order or as part of discovery during legal proceedings;

"Conflict of Interest" includes:

- (a) having an interest (whether personal, financial, political or otherwise) that conflicts or which may reasonably be perceived as conflicting with Your ability to perform Your obligations under the Service Agreement fairly and objectively, including as a result of employment, procurement or service delivery arrangements that may exist or be put in place; and
- (b) for clause 21, a potential Conflict of Interest;

"Constitution" means:

- (a) a company's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution; or
- (b) in relation to any other kind of body:
 - (i) the body's charter or memorandum; or
 - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members;
- "Deliverable" means the deliverables, outputs, outcomes, results or quantities of, or for, the Services, specified in the Funding Schedule that relates to the Services;
- "Departures" means a provision in the Funding and Service Details under which the application of a clause in these Standard Terms to some or all of the Funding is excluded or modified;
- **"Establishment Date"** means the Establishment Date (if any) for the Services, specified in the Funding Schedule that relates to the Services;
- **"Existing Material"** means any information, document, file, record, electronic image, cinematographic film, video, equipment, software or data that has been incorporated in, or supplied as part of, Your Material that was either:
- (a) in existence prior to the Agreement Commencement Date; or
- (b) produced after the Agreement Commencement Date independently of the Service Agreement.
- **"Funded Asset"** means an Asset purchased wholly or partly with any Funding and includes an Asset purchased to replace such an Asset;
- **"Funding"** means an amount of funding assistance that We will provide to You under the Service Agreement, as specified or included in a Funding Schedule. In an appropriate context, it also means all of the funding assistance payable under the Service Agreement;
- "Funding and Service Details" means the document titled Service Agreement Funding and Service Details, as signed by You and Us and includes the Funding Schedules attached to it:
- "Funding Schedule" means a schedule to the Funding and Service Details;

"Governing Act" means any Act:

- (a) under which the Funding is provided to You, as specified in the Funding and Service Details; or
- (b) to which the Funding is, or becomes, subject,

and includes any regulation from time to time made under it;

"GST" means Goods and Services Tax imposed by or through the GST Legislation;

"GST Amount" means the GST payable in respect of a taxable supply under the Service Agreement, calculated at the rate of GST applicable at the time;

"GST Legislation" means A New Tax System (Goods and Services Tax) Act 1999 and any related tax imposition Act and any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such Acts;

"Health Agency" means a "health agency" as defined in the *Information Privacy Act 2009* (Qld);

"Intellectual Property Rights" includes copyright, except for copyright in "artistic works" as that expression is defined in the *Copyright Act 1968 (Commonwealth)*, rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how), and other rights resulting from the intellectual activity in the industrial, scientific, literary or artistic fields, but does not include Moral Rights;

"Intervening Event" means an event specified in clause 30(a);

"Moral Rights" means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968 (Commonwealth)*, and the rights of a similar nature anywhere in the world whether existing before, on or after the commencement of the Service Agreement;

"Our Auditors" means any auditors nominated by Us under clause 12.2;

"Our Contact Officer" means the person, being an officer or employee of Ours, who:

- (a) is specified as Our Officer; or
- (b) for the time being holds, occupies or performs the position specified,

in the Funding and Service Details, or any other person notified by Us to You;

"Our Material" means any information, document, file, record, electronic image, cinematographic film, video, equipment, software or data stored by any means which is given to You by Us for the purposes of delivering Services, including all copies and extracts;

"Performance Review" means a review under clause 12 of any aspect of Your delivery of the Services or Your use of the Funding;

- "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 reasonably be ascertained, from the information or opinion;
- "Privacy Notice" means the document which describes how You will deal with any Personal Information provided to You;
- "RCTI" means a "recipient created tax invoice" within the meaning given in the GST Legislation;
- "Reporting Requirements" means the reporting requirements for the Funding, specified in the Funding Schedule that relates to the Funding;
- "Representations" means representations made under clause 14(c);
- "Schedule End Date" means the Schedule End Date for a Funding Schedule, specified in the Funding Schedule;
- "Schedule Start Date" means the Schedule Start Date for a Funding Schedule, specified in the Funding Schedule;
- "Service Agreement" means the agreement entered into by You and Us which details Funding that We will provide to You for the purpose of delivering Services and which is comprised of the documents specified in clause 1.2 of these Standard Terms;
- "Service Delivery Requirements" means the service delivery requirements (if any) for the Services, specified in the Funding Schedule that relates to the Services;
- "Service Users" means the service users (if any) for the Services, specified or described in the Funding Schedule that relates to the Services;
- "Services" means services that You must deliver, as specified in a Funding Schedule and for which Funding is provided under the Funding Schedule. In an appropriate context, it also means all of the Services to be delivered under the Service Agreement;
- "Show Cause Notice" means a show cause notice given under clause 14(a);
- "Show Cause Period" means the period described in clause 14(a)(iv), as stated in a Show Cause Notice:
- **"Special Conditions"** means the special conditions (if any) for the Funding or Services, specified in the Funding Schedule that relates to the Funding or Services;
- "Specified Action" means any of the following:
- (a) suspending:
 - (i) the Funding under any Funding Schedule; or
 - (ii) all Funding under the Service Agreement,
 - for a period of time and on specified conditions as stated in the relevant notice;
- (b) terminating any Funding Schedule; or

- (c) terminating the Service Agreement;
- "Specific Security Agreement" means a "security agreement" under the *Personal Properties Securities Act 2009* in relation to Our interest in a Funded Asset, as amended or replaced from time to time, in such form as We may notify You;
- "Standard Terms" means this document titled Service Agreement Standard Terms, as updated or replaced from time to time in accordance with clause 1.2(d);
- "Taxable Supply" has the meaning given in the GST Legislation;
- "**Term**" means the term of the Service Agreement, as determined under clause 1.4 of these Standard Terms;
- **"Us, We or Our"** means the State of Queensland acting through the Department or other body, agency or person giving the Funding (including its Chief Executive), as specified in the Funding and Service Details, or any other department or agency of the Queensland Government responsible for the administration of the Service Agreement;
- **"You"** and related parts of speech or other grammatical forms means the funded organisation that is a party to the Service Agreement, as specified in the Funding and Service Details;
- "Your Contact Officer" means the person, being an employee or officers of Yours, who:
- (a) is specified as the Contact Officer; or
- (b) for the time being holds, occupies or performs the position specified,

in the Funding and Service Details, or any other person notified by You to Us; and

"Your Material" means any information, document, electronic image, cinematographic film, video, equipment, software or data stored by any means which is created by You or on Your behalf in performing Services under the Service Agreement.

31.2 Interpretation

In the Service Agreement including all parts, unless stated otherwise or a contrary intention appears:

- (a) it is intended that the Service Agreement may cover more than one grant or allocation of Funding. Each grant or allocation of Funding may be the subject of a separate Funding Schedule. Where the Service Agreement incorporates more than one Funding Schedule, references to Funding, Services and Funding Schedules are to be read as references to the Funding Schedule under which the Services are to be delivered and the Funding to be paid. References to all or any Funding or Services are to be read as references to all or any of the Funding to be provided or the Services to be delivered under the Service Agreement;
- (b) words indicating the singular include the plural and words indicating gender include other genders;
- (c) where there is more than one organisation, the obligations of each organisation will be joint and several;
- (d) reference to a person includes an individual and a corporation;

- (e) reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (f) the headings in the Service Agreement are included for convenience only and do not affect the interpretation of the Service Agreement;
- (g) reference to a clause, paragraph or schedule is reference to a clause, paragraph or schedule of the document, forming part of the Service Agreement, in which the reference appears;
- reference to a document or agreement includes reference to the document or agreement as amended, notated, supplemented, varied or replaced from time to time;
- (i) if the day on or by which anything is to be done under the Service Agreement is not a Business Day, that thing may be done on the next proceeding Business Day;
- (j) a reference to You includes Your administrators, successors and permitted assigns;
- (k) a reference to a "subcontractor" includes an agent, authorised representative or a person delivering any of the Services under Your auspices;
- (I) a reference to a government entity (as that term is defined in the *Public Service Act* 2008) in the event that entity is reconstituted or replaced, will be a reference to the entity then carrying out its powers or functions; and
- (m) if there is any inconsistency between these terms and conditions and a Governing Act, the Governing Act will prevail.



(Short Form)

Terms and Conditions

Version 1.2 - dated 17 February 2015

Please note:

The Agreement comprises two parts:

- Particulars
- Terms and Conditions

Terms and Conditions

1. Terminology

- 1.1 Except where specifically defined in these Terms and Conditions, capitalised terms (like 'Funding') correspond to items in the Particulars.
- 1.2 References to:
 - (a) **We**', '**Us**' or '**Our**' mean the State of Queensland acting through the Department or other body, agency or person giving the Funding (including its Chief Executive), as specified in the Particulars or any other department or agency of the Queensland Government responsible for the administration of the Agreement; and
 - (b) **You**' and related parts of speech mean the Funded Organisation.

2. Agreement

- 2.1 An Agreement ('Agreement') will come into existence between You and Us, comprised of the Particulars and these Terms and Conditions (and including any Departures from these Terms and Conditions identified in the Particulars), when:
 - (a) You accept the Funding provided by Us; or
 - (b) if the Particulars make provision for the parties to sign, when both parties have signed the Particulars.
- 2.2 If the Agreement requires You to comply with, meet or have regard to a document, specification, guideline, policy, standard, framework or scheme:
 - (a) We may, from time to time, issue or approve a new version of it;
 - (b) We will notify You about any new version and the date that it is to take effect from;
 - (c) the new version will apply for the purposes of the Agreement from that date, provided that this will not limit or affect any right of action or remedy that has accrued as at that date.

3. Funding

- 3.1 We will provide the Funding to You in the instalments and manner specified in the Particulars.
- 3.2 The Funding is subject to the terms of any Act under which it is provided or to which it is, or becomes, subject ('Governing Act'), including any regulation made under a Governing Act.
- 3.3 We may withhold the Funding until You:
 - (a) submit any outstanding reports or provide any outstanding information required under the Reporting Requirements; and
 - (b) perform any obligations due to be performed before the payment is to be made.
- 3.4 You must use the Funding only for the Funded Purpose, unless otherwise approved by Us in writing.

- 3.5 We may, at Our discretion, increase the Funding from time to time without a variation to the Agreement, provided that a variation to the Agreement will be required where the Funding is provided for a new or expanded Funded Purpose.
- 3.6 Our obligation to provide the Funding to You will stop at the Agreement Expiry Date or earlier termination of the Agreement.
- 3.7 If, at the Agreement Expiry Date or earlier termination of the Agreement, there is any unspent Funding, We may:
 - (a) authorise You to retain the unspent Funding and, if We so authorise, to expend some or all of that Funding for an approved purpose; or
 - (b) require You to refund the unspent Funding, which will constitute a debt due and owing to Us.
- 3.8 You must ensure that the Funding is acknowledged in Your annual report (if You produce an annual report) and promotional materials relating to the Funded Purpose. Any acknowledgement in promotional material about the Funded Purpose must use an acknowledgement logo which You must obtain from Us.

4. Funded Purpose

- 4.1 If the Funded Purpose is, or includes, delivery of services, You must:
 - (a) start delivering the services to the Service Users from the start of the Agreement, or such later date as may be specified in the Special Conditions and continue delivering the services to Service Users for the term of the Agreement;
 - (b) comply with the Service Delivery Requirements;
 - (c) deliver or achieve the Deliverables;
 - (d) ensure that the services are delivered in accordance with the Quality Standards; and
 - (e) achieve and maintain any Certification.
- 4.2 If the Funded Purpose is, or includes, purchasing assets, You must:
 - (a) purchase the specified assets;
 - (b) be the legal owner of those assets at all time;
 - (c) keep and, if requested by Us, provide evidence of the purchase, including receipts; and
 - (d) without limiting clause 7.1, effect and maintain insurance covering the asset for its full replacement value.
- 4.3 You must comply with any Special Conditions.
- 4.4 In undertaking the Funded Purpose, You must comply with all relevant:
 - (a) laws and regulations, including any Governing Act; and
 - (b) any policies or guidelines, as notified by Us to You from time to time.

5. Reporting

5.1 You must comply with the Reporting Requirements.

6. Intellectual property

- Intellectual property rights in material that You create in undertaking the Funded Purpose ('New Material') will vest in You, but You grant Us a perpetual, irrevocable, royalty-free, world-wide and non-exclusive licence, including a right to sub-licence to use, communicate, reproduce, publish, adapt and modify:
 - (a) the New Material; and
 - (b) Your existing material, but only as part of the New Material and any future use or development of the New Material.

7. Insurance and indemnity

- 7.1 You must effect and maintain:
 - (a) public liability insurance for a sum of not less than \$10 million for any one event in respect of accidental death or of accidental bodily injury to persons, or accidental damage to property, arising out of, or in the course of, undertaking the Funded Purpose; and
 - (b) any Other Insurance.
- 7.2 You release, discharge, indemnify and keep indemnified Us, Our officers, employees and agents from and against any claim, action, proceeding, demand, liability, obligation, cost, loss, damage or expense that may be made or brought by any person against Us in connection with:
 - (a) You breaching any term of the Agreement; or
 - (b) any negligent or unlawful act or omission of You, Your officers, employees, volunteer workers or subcontractors.

8. GST

- 8.1 The Funding is exclusive of GST. If the supply by You under the Agreement is a taxable supply and You are registered for GST, We will pay You the GST on the taxable supply at the same time as We pay the Funding.
- 8.2 You agree that:
 - (a) We may issue You with a Recipient Created Tax Invoice ('RCTI') in respect of GST applicable to any payments of the Funding;
 - (b) You will not issue tax invoices in respect of the taxable supplies for which We issue RCTIs;
 - (c) You acknowledge that you are registered for GST when you enter into the Agreement. You will notify Us immediately if You cease to be registered for GST or if You cease to satisfy any of the requirements relating to RCTIs; and
 - (d) We acknowledge that We are registered for GST. We must notify You if We cease to be registered for GST.
- 8.3 You must remit any GST amount(s) that We pay to You to the Australian Taxation Office as required by the GST legislation.
- 8.4 If You are not registered for GST, We will issue You with an advice for payment for each payment of the Funding.

8.5 For clauses 8.1 to 8.4, '**GST**' has the meaning in the *A New Tax System (Goods and Services Tax)*Act 1999, as amended from time to time.

9. Privacy and confidentiality

- 9.1 If You collect or have access to 'personal information', as defined in the *Information Privacy Act* 2009, for the purposes of the Agreement, You must comply with Parts 1 and 3 or, if We are a health agency, Parts 2 and 3, of Chapter 2 of that Act as if You were Us.
- 9.2 You must notify Us immediately in the event that You become aware that disclosure of personal information, in relation to any child subject to the *Child Protection Act 1999* or the *Youth Justice Act 1992*, is made or may be required by law.
- 9.3 You must not disclose confidential information belonging to Us except where You have obtained Our prior written approval (which may be subject to conditions) or where required by law.

10. Suspending or stopping Funding

- 10.1 We can, by giving You notice, suspend the Funding or terminate the Agreement, if:
 - (a) You breach any term of the Agreement;
 - (b) You cease to be eligible for the Funding;
 - (c) You become insolvent; or
 - (d) an unacceptable actual or potential conflict of interest arises in relation to You, Your use of the Funding or Your undertaking of the Funded Purpose.

We will only suspend the Funding or terminate the Agreement under this clause 10.1 after following a show cause process substantially the same as that described in clause 14 of Our *'Service Agreement – Standard Terms'*, available at the website at <u>Department of Housing and Public Works | Standard suite of contracts for social services</u> or such other website as We may from time to time notify You (**'Show Cause Process'**).

- 10.2 We can, by giving You notice, immediately suspend the Funding or terminate the Agreement without following the Show Cause Process if:
 - (a) We have terminated any other service agreement with You because of an event or occurrence of the same type as specified in clause 10.1; or
 - (b) any steps or proceedings are commenced (and not withdrawn or dismissed within 5 business days) or order made in relation to Your winding up, voluntarily or involuntarily.
- 10.3 We can take action under clauses 10.1 or 10.2 without having to give a compliance notice or take any other compliance or enforcement action under a Governing Act, except if expressly required by a Governing Act.
- We can reduce the Funding or terminate the Agreement, without following the Show Cause Process but by giving You at least 6 months' notice, if We determine that:
 - (a) changes to the State budget or any guidelines or policies of the State or Commonwealth government adversely impact on the continued provision of the Funding to You or recipients of similar funding generally;
 - (b) the needs of any Service Users no longer justify the Funding or other persons are in greater need than the Service Users: or

- (c) where the Funded Purpose is, or includes, provision of services, it is appropriate for Us to retest the market for the provision of those services.
- 10.5 If, We:
 - (a) reduce the Funding under clause 10.4, Our notice will also specify the changed scope of the Funded Purpose (if any) and the Agreement will be deemed to be varied in accordance with the notice; and
 - (b) reduce the Funding or terminate the Agreement under clause 10.4, We will consider paying You reasonable costs, including transitional arrangement costs for any affected Service Users, that You incur as a direct result of Funding being reduced or stopped, subject to You providing Us with written evidence of the costs claimed and Us approving those costs.
- 10.6 Our rights under clauses 10.1 to 10.4 are in addition to any other rights or remedies available to Us, including under any Governing Act.
- 10.7 You can terminate the Agreement by giving Us at least 3 months notice.

11. Publication of information

- 11.1 We can publish or require You to publish any or all of the following details:
 - (a) Your name and address, including Your head office, service outlets and other business premises;
 - (b) a description of the Funded Purpose under the Agreement;
 - (c) the commencement of the Agreement or the Agreement Expiry Date;
 - (d) the amount of the Funding; and
 - (e) the procurement method used to award the Funding to You.

12. Notices

- 12.1 Any notice to be given under the Agreement must be in writing and addressed and forwarded to the relevant address and contact officer set out in the Particulars, or as otherwise notified by a party to the other.
- 12.2 A notice may be delivered by hand, sent by post, facsimile or electronic mail to the address of the party to which it is sent and will be deemed to be received:
 - (a) if delivered by hand, on the date of delivery;
 - (b) if sent by post within Australia, two business days after the date on which it was sent;
 - (c) if transmitted by facsimile, upon receipt by the sender of an acknowledgment that the notice has been properly transmitted to the recipient; and
 - (d) if transmitted by electronic mail, upon receipt by the sender of an acknowledgment that the notice has been properly transmitted to the recipient.

13. General

13.1 Nothing in the Agreement limits Our rights or Your obligations under a Governing Act.

- 13.2 The Agreement can only be varied by an agreement in writing signed by both You and Us.
- 13.3 You must not assign any of Your rights or obligations under the Agreement without Our prior written consent.
- 13.4 You must not subcontract any part of Your obligations under the Agreement without Our prior written consent and You will remain responsible to Us for the acts and omissions of any subcontractors.
- 13.5 You acknowledge that We are subject to the *Right to Information Act 2009* and any documents held by Us may be subject to disclosure under that Act.
- 13.6 Clauses 3.6, 3.7, 3.8, 6, 7.2, 9 and 13.6 will survive expiration or termination of the Agreement.
- 13.7 If any part of the Agreement is determined to be invalid, unlawful or unenforceable, then, to the extent permitted by law, that part will be severed and the remaining terms will continue to be valid and enforceable.
- 13.8 A failure by Us to exercise, or a delay by Us in exercising, any right, power or remedy will not operate as a waiver.
- 13.9 Both parties will bear their own costs arising out of the preparation of the Agreement.
- 13.10 If, under clause 2.1(b), The Particulars are to be signed by the parties, the Particulars may be signed in one of more counterparts which, taken together, will constitute one instrument.
- 13.11 The Agreement will be governed by the laws of Queensland and the parties submit to the jurisdiction of the courts of Queensland.

Queensland Health



Service Agreement – Funding and Service Details

Version 1.2

PLEASE NOTE:

The Service Agreement comprises two parts:

- . Funding and Service Details
- Standard Terms

THE PARTIES:

Us

The State of Queensland acting through Queensland Health ABN 66 329 169 412

and

You

Name of funded organisation	Respect Inc (You, Your, the Organisation)	
ABN/ACN	47 552 535 661	

Service Agreement number 2017-18.3065.001

Community Services Funding Branch

Adjust care run in

1. Formation of Service Agreement

1.1 Service Agreement

- (a) Subject to these Funding and Service Details being signed by both parties, a Service Agreement will commence with effect from the Agreement Commencement Date and will continue for the Term
- (b) The Service Agreement is comprised of the documents specified in clause 1.2 of the Standard Terms.

1.2 Commencement and duration

Agreement Commencement Date	01/07/2017
Agreement Expiry Date	The date of expiry or termination of the last remaining Funding Schedule.

1.3 Funding Schedules

Each attached Funding Schedule describes:

- (a) Funding that We will provide to You, including the basis on which that Funding will be paid; and
- (b) the Services that You must provide and that You must use that Funding towards, including:
 - (i) the Establishment Date (if any) for the Services;
 - (ii) Deliverables and Service Delivery Requirements; and
 - (iii) some specific requirements that You must comply with, such as Reporting Requirements.

2. Terminology

- (a) Certain words or phrases with capital letters that are used only in these Funding and Service Details (e.g. "Quality Framework") are defined in clause 10;
- (b) Other words or phrases with capital letters that are used generally in the Service Agreement (e.g. "Funding") are defined in clause 31 of the Standard Terms;
- (c) In these Funding and Service Details, unless otherwise stated:
 - (i) references to "clauses" mean clauses in these Funding and Service Details and references to "items" mean items in an attached Funding Schedule;
 - (ii) a reference to "Queensland Health", "the Department of Health", "Our", "We", "CSFB", "Community Services Funding Branch", is a reference to Us; and
 - (iii) references to "Standard Terms" mean the document titled 'Service Agreement Standard Terms' version 1.1.

3. Contact details

3.1 Your address and Contact Officer

Contact Officer (person or position) s.73 - Irrelevant information	
Postal address	28 Mein Street, SPRING HILL QLD 4000
Physical address	28 Mein Street, SPRING HILL QLD 4000

Telephone number	s.73 - Irrelevant information
E mail address	s.73 - Irrelevant information
E-mail address	@respectqld.org.au

3.2 Our address and Departmental Officer

Departmental Officer (person or position)	Senior Director, Community Services Funding Branch
Postal address	GPO Box 48, BRISBANE, QLD 4001
Physical address	147-163 Charlotte Street, BRISBANE QLD 4000 From 5 June 2017 33 Charlotte Street, BRISBANE QLD 4000
Telephone number	s.73 - Irrelevant information
E-mail address	s.73 - Irrelevant information @health.qld.gov.au

4. Standard Queensland Health Departures from the Standard Terms

4.1 Clauses in Standard Terms that do not apply

The following clauses in the Standard Terms do not apply to the Service Agreement: Not Used.

4.2 Clauses in Standard Terms that are modified

The following clauses in the Standard Terms are modified in the way specified below: Not Used.

5. Governing Act

There is no Governing Act and for the purposes of the Service Agreement a reference to Governing Act is not applicable.

6. Notices

Any notification required under the Standard Terms or this Funding Schedule must be provided in writing to the persons nominated in clause 3 above.

7. Specific Terms of Funding

7.1 Quality Standards

Except as specified in clause 8 below, the Services must comply with the Quality Standards outlined in the Quality Framework. You must complete and submit the Quality Framework documentation in January and July of each year, relating to the previous six month period or otherwise as specified by Us under clause 8.3 of the Funding and Service Details.

7.2 Changes to contact details

You must advise Us in writing of any changes to Your details listed at clause 3.1 of the Funding and Service Details.

7.3 Nominated account for payment of funds

We will pay the Funding into the bank account nominated by You in Attachment 1 in accordance with the Standard Terms and the Funding Schedule. You must give Us notice of the nominated account in this attachment before any payments will be made. You must provide notice to Us of any information or changes to the account within seven days of You becoming aware of the change.

7.4 Other Insurances

We require that You hold professional indemnity insurance at an amount of \$10 million per claim in accordance with clause 20.1 (a) of the Standard Terms for the duration of the Term.

7.5 Pre-approved publications

Not applicable.

7.6 Financial reporting

You must complete and submit periodic Financial Acquittals and Financial Statements as specified in the table below

Financial Acquittals - Periodic	Reporting period: Quarterly Due date:	Quarterly financial data must be acquitted on the template at Attachment 2 for each project specified at item 5 of the Funding Schedule.	Financial Acquittals – Periodic must be submitted via email at s.73 - Irrelevant information
	1 month after the end of each quarter (31 October, 31 January, 30 April and 31 July of each year).	If You are a local government authority or tertiary institution, You may submit a statement against the line-items specified at item 5 of the Funding Schedules and certified by the chief accounting officer or equivalent.	health.qld.gov.au
		If the Funding is provided for part of the reporting period, either at the Schedule Start Date or Schedule End Date, Financial Acquittals must still be submitted for the relevant part of that reporting period.	
Financial Statements	Reporting period: Annual Due date: In accordance with the lodgement period of Your incorporating legislation, or if not otherwise stated, within 3 months of the end of Your financial year.	1. You must provide a copy* of Your audited annual General Purpose Financial Statement prepared in accordance with the Australian Accounting Standards comprising the following documents: a. Statement of profit and loss and other comprehensive income a. Statement of financial position b. Statement of changes in equity c. Statement of cashflows d. Notes to and forming part of the financial statement e. Directors' statement/declaration f. Independent audit report, and g. Asset register in relation to Funded	Financial Statements must be submitted via email at s.73 - Irrelevant information health.qld.gov.au

* If You have more than one Service Agreement with Us, You are only required to submit one copy of the General Purpose Financial Statement to Us.
You must provide an Annual Financial Report completed in the form set out in Attachment 2 for each project.

7.7 Certification of reporting

You must complete and submit certification by Your Directors as specified in the table below.

Directors' Certification	Reporting period: Quarterly Due date: 1 month after the end of each quarter (31 October, 31 January, 30 April and 31 July of each year).	You must complete and submit a Directors' Certification signed by two members of Your executive or management committee responsible for Your activities certifying that the information contained in all reports submitted under this Service Agreement are an accurate reflection of the performance of the services. *If You have more than one Service Agreement with Us, You are only required to complete and submit one Director's Certification for each reporting period.	Director's Certifications must be submitted via email at s.73 - Irrelevant information @ health.qld.gov.au
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8 Quality Framework and Reporting

8.1 Quality Framework application

You are required to complete the Quality Framework documentation unless We otherwise notify You. You can apply for an exemption from completing the Quality Framework documentation if You can demonstrate that You have been assessed as meeting the criteria of an alternative set of standards or quality system by a third party validation or accreditation agency.

8.2 Audit and certification under the Quality Framework

Not applicable.

8.3 Reporting requirements

Quality Framework	Reporting period: Six-Monthly Due date: 1 month after the end of each six-month period (31 January and 31 July of each year)	The Quality Framework report must be completed as per Attachment 3 of the Funding and Service Details except as specified in clause 8.1 above. If you have more than one Funding Schedule under this Agreement, You are only required to submit one copy of the completed Quality Framework to Us.	Quality Framework report must be submitted via email at s.73 - Irrelevant information health.qld.gov.au
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9 Special Conditions

- 9.1 We may assign this Service Agreement or any of Our benefits or obligations under the Service Agreement to a Hospital and Health Service on notice to You.
- 9.2 Where You wish to publish a publication that mentions Us, You must obtain our prior approval in writing for Our mention in the publication, such approval must not be unreasonably withheld. Approval is not required for the pre-approved publications set out in this Funding and Service Details.
- 9.3 Without limiting any other obligation set out in the Standard Terms, where you breach clause 16.5 of the Standard Terms You must release, discharge, indemnify and hold Us, Our officers, employees and agents harmless from and against any Claim or potential Claim that may be made, brought or threatened by any person against Us.

10 Definitions and interpretation for Funding and Service Details

In these Funding and Service Details (including the Funding Schedules), unless otherwise stated or a contrary intention appears:

"Hospital and Health Service" has the same meaning as provided by the Hospital and Health Boards Act 2011 (Qld);

"Quality Framework" means the Queensland Health NGO Performance Framework as updated, amended or replaced from time to time (Attachment 3); and

"Quality Standards" means the standards for the provision of community services forming part of the Quality Framework.

Attachment 1 Bank Details Attachment 2 Finance Report Template Attachment 3 Quality Framework



EXECUTED as an Agreement

SIGNED for and on behalf of the State of Queensland acting through Queensland Health ABN: 66 329 169 412 by its duly authorised representative:

(signature of witness)

SIGNED for and on behalf of Respect Inc ABN: 47 552 535 661 as its duly authorised officer:

(signature)

CANDI FORREST

TREASURER (position)

(signature of witness)

* Renon (name of witness)



Attachment 1

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

Respect Inc

by way of direct deposit to the follow	ving account:
Name of Approved Financial Insti	itution:
Institution/State/Branch Number:	S.7.3 * Intelevant information
Account number:	
Account name:	
Signature:	O 11-towal
Name (please print):	CANDI FORREST
Position:	TREASURER
Contact phone number:	s.73 - Irrelevant information
(Organisation must ensure Section I Building Society etc.) The above account details have been save of Institution: Signature: Name (please print): Position: Date:	
	BANK STAMP
SECTION C – FOR FORWARDING Address:	OF REMITTANCE ADVICE DETAILS
Fax number:	Community Civices Funding Branch
Email:	Security Private Landing Estation

TOTAL (Indirect Expenditure)

One-off Expenditure

TOTAL OPERATING EXPENDITURE

TOTAL ONE-OFF EXPENDITURE

TOTAL EXPENDITURE TO DATE

Org Id:		nisation:	Respect Inc	
SP Id:	5127 Serv	ice Provider:	Respect Inc	
Project Id:	: 72239 Project Name:		Prevention an	d Testing Program
1 July to 30 1 July to 31	September		nt to this financial uly to 31 Decembe uly to 30 June	
ABN:			Effective from	:
GST Status:		(please tick) (please tick)		n:/
submitted whe		nsure that operation	ng and one-off inc ns for any surplus	YOB/Quickbooks) should to come and expenditure are sor deficit identified.
				Actual Income to Date
		Annu	al Allocation	/ /
Queensland I	Health Operating Fund	s \$		\$
Queensland I	Health One-off Funds			\$
	lus from previous finar d for one-off expenditu			\$
	ed on Queensland Hea	ilth		
Interest earne Funds				\$
				\$
Funds Other Income	OME TO DATE			
Funds Other Income		EXPENDITU	RE	\$
Funds Other Income TOTAL INCO	ME TO DATE Budget Items	Foreca Financi	RE est Budget for al Year to Date	\$ Actual Expenditure for
Funds Other Income TOTAL INCO	ME TO DATE	Foreca Financi	st Budget for	\$
Funds Other Income TOTAL INCO Direct Expen	ME TO DATE Budget Items	Foreca Financi	st Budget for	\$ Actual Expenditure for

\$

\$

\$

\$

Attachment 3 - Performance Framework

NGO Performance Framework Report: Template C

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

to [insert month] 20__

Organisation:	Respect Inc	Org Id:	3065	
Service Provider:	Respect Inc	SP Id:	5127	
Project Title/s:	Prevention and Testing Program	Project Id/s:	72239	
Contract Period:	1 July 2017 – 30 June 2021	File No:	QCOS/10831	

An overview of the Queensland Health NGO Performance Framework is attached at the end of this template for easy reference.

Perspective 1: Funded Service Delivery

Indicators relating to Perspective 1 are addressed in the Funding Schedules for each program.

Perspective 2: Service user and Community

FOCI	JS AREA:	Service user Focus	Indicator questions for: ➤ Objective 2.1: Indicator 2.1a : Indicator 2.1b
Objec	tive 2.1	The organisation's service users are satisfied wit	th funded services delivered.
Indica	tor 2.1a	The organisation has a process for monitoring se according to the feedback collected.	ervice user satisfaction and improves its service
1. Doe	s the orga	nisation follow a documented procedure for encou	uraging service users to provide feedback?
	Yes		
	No		
2. Hov	v often do	es the organisation conduct a service user satisfact	tion survey or feedback collection process?
		service delivery occasion	
	At least a		
		once every three years	
	Rarely/n		
		om service users and community collated, analysed	d and used to inform service planning and
impro	vement?		
	Yes		
	No		
Indica	tor 2.1b	The organisation has a documented, advertised	and accessible complaint mechanism.
		nisation follow a documented complaints manage her contract requirements:	ment procedure that complies with relevant
	Encourag	es and supports service users to raise concerns and	d protects them against retribution
		ent with policy and procedures on privacy	
	Promotes	safety and the prevention of harm, is culturally sa	fe and appropriate
	Allows fo	r the participation of a support person or advocate	
		hes between complaints and dispute resolution	
	Distinguis	hes between complaints of a serious or urgent nat	ture and less serious complaints
	Requires	a record to be kept of complaints	
	Requires	receipt of a complaint be acknowledged	

FOCUS AREA:	Service user Focus	Indicator questions for: ➤ Objective 2.1: Indicator 2.1a ; Indicator 2.1b
Provides for promp	t responses and timely action	-
Provides for approp	oriate investigation	
Ensures that progre	ess towards resolution is reviewed within	n an agreed timeframe
Is fair and impartial		
Ensures outcomes a	are reported to the complainant and res	ultant actions implemented
Provides for review agencies	or appeal, including advice of other ave	nues such as the funding body or other complaints
	nake information about its complaints pr	ocedure available to all service users, in
appropriate formats, and	place it on display in a public area of its s	ervice?
Yes		1
No		
6. Does the organisation e information available in ap		omplaints procedure and make the following
Rights and responsi	bilities of the service user and service pr	ovider in relation to complaints
How a dispute or co	omplaint should be lodged	
☐ Who is responsible	for receiving and managing complaints	
Steps and time fran	nes in the process of investigating and re	esolving a complaint
Access to advocacy	or independent support	
Processes for review	v or appeal	
How the person wil	be informed of progress and outcomes	
External or alternat	ive avenues for complaint	
What records are ke	ept and reports made	
7. Does the organisation ke service improvements?	eep records of complaints and service us	er feedback and use the information to make
Yes No		
	nsure the nature and outcomes of service agement Committee or Board?	e user complaints are reported to senior
Yes No		
FOCUS AREA:	Service user Focus	Evidence questions for: > Objective 2.1
[insert date of last review]	Documented service user feedback	ck policy and procedures
	Report from previous service user	survey or feedback collection
[insert date of last review]	Documented complaints policy ar	nd procedures
	Service user information handout	or wall poster
[indicate frequency]	Reports to senior management ar	nd/or Management Committee/Board
	nce you regard as significant:	
The state of the s	7-3 7-001 4 40 5001111441141	

FOCUS AREA	A: Service user Focus	Performance report for: ➤ Objective 2.1
Provide a brief	summary of the results of your organisation's fe	edback from service users:
Has your organ	isation received any complaints from service use	ers 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	

FOCL	JS AREA: Service user Focus	Indicator questions for: > Objective 2.2: Indicator 2.2a
		: Indicator 2.2b
Object	tive 2.2 The organisation ensures its service users are aware of upholds those rights.	their rights and responsibilities and
Does t	the organisation provide services to individual service users?	
	Yes	
	No (If 'No' please skip this section and go to Objective 2.3)	
Indica	tor 2.2a The organisation ensures workers inform service users assist them to exercise those rights and meet their resp	
Date and the second	s the organisation follow documented policies and procedures that	그들은 사람들은 사람들이 가는 사람들이 되었다. 그는 사람들은 사람들은 사람들은 사람들이 되었다. 그렇게 되었다.
their le	egal and human rights and of their right to privacy, dignity and confi	dentiality?
	Yes	
2.0	No	
users?	s the organisation provide staff with a clear ethical framework for th	neir behaviour and interactions with service
users:	Yes	
H	No	
3. Doe	is the organisation have a documented statement of service user's ri	ghts and responsibilities that addresses:
П	Privacy and confidentiality	Bits and responsibilities that addresses.
	Scope and limitation of services to be provided	
	Conditions of service provision (including any fees or charges)	
	Service user feedback, complaints or disputes	
	Staff behaviour towards service users	
	Service user decision making and right to self determination	
	Access to support or advocacy	
	Responsibilities of service users	
4. Are	all service users, staff and other relevant people made aware of the	rights and responsibilities of service users?
	Yes	
	No	
5. Are	service users provided with the following information on commence	ement of service:
	Service orientation or overview	
	Standard of service to be expected	
	Relevant policies and procedures	
-	Service user rights and responsibilities	6 11 1
	Procedures for reporting incidents, making a complaint or providing	пд теебраск
H	Any risks associated with receiving service Contact information	
	Contact information	
	tor 2.2b The organisation has systems in place to ensure the con service users.	
	s the organisation have written guidelines on who may access partic	cular groups of records and a way of
preven	nting unauthorised access?	
	Yes	
7 11/1	No	
	en collecting personal information, is the consent of the person or of	a delegated support person always
obtain		
H	Yes No	
8 Does	No sthe organisation have documentation that complies with privacy of	hligations
3. DUE:	Aims to protect individual privacy	ungations.
Ī	Ensures that only personal information that is needed is collected	

	AREA: S	ervice user Focus	Indicator questions for: ➤ Objective 2.2: Indicator 2.2a : Indicator 2.2b
	Ensures personal i	nformation is collected in a manner that protects	privacy
	Ensures that indivi	duals are aware of what information is kept abou	it them and the reasons for this
	Ensures personal r	ecords are accurate and up to date	
		r individuals to their own records	
	The state of the s	s to have their own records amended to correct in	nformation
		given to any release of personal information	
		nformation released for evaluation or research pu	rposes is de-identified
	Is made publicly av		
. If the		uired to conform to Privacy legislation, does it?	
	Yes		
	No	0.2.3	
	Does not need to		
		ave a procedure for disposing of obsolete person	nal records or for transferring records of
		the privacy of individuals?	
=	Yes		
	No	ave a procedure for handling requests for access	to parsonal information and for handling
	against decisions to		to personal information and for nanding
ppears) refuse access?	
$H \mid$	Yes No		
	NO		
ocus	AREA: S	ervice user Focus	Evidence questions for: > Objective 2.2
[] finse	ert date of last review]	Documented service user rights and responsib	ilities policy and procedures
_	a for the second	Written statement of service user rights and re	esponsibilities
=	ert date of last review]	Written statement of service user rights and re	
[inse	ert date of last review]	Written statement of service user rights and re Documented privacy, confidentiality and conse ce you regard as significant:	
[inse	ert date of last review] st any other eviden	Documented privacy, confidentiality and conse	
[inse	ert date of last review] st any other eviden	Documented privacy, confidentiality and conse	Performance report for: > Objective 2.2
[inse	ert date of last review] st any other eviden S AREA: training or induction	Documented privacy, confidentiality and consented you regard as significant: Service user Focus on been provided to staff in the reporting period of	Performance report for: > Objective 2.2 on service user rights and responsibilities
[inse	st any other eviden S AREA: training or induction No Yes (if 'yes'	Documented privacy, confidentiality and consence you regard as significant: Service user Focus on been provided to staff in the reporting period of the control of the co	Performance report for: Described Described Specific Procedures Performance report for: Described Specific Procedures Described Procedures Performance report for: Described Procedures
[inse	st any other eviden S AREA: training or induction No Yes (if 'yes'	Documented privacy, confidentiality and consented you regard as significant: Service user Focus on been provided to staff in the reporting period of	Performance report for: Described Described Specific Procedures Performance report for: Described Specific Procedures Described Procedures Performance report for: Described Procedures
[inse	S AREA: training or induction No Yes [if 'yes' y complaints been	Documented privacy, confidentiality and consence you regard as significant: Service user Focus on been provided to staff in the reporting period of the control of the co	Performance report for: Described Described Specific Procedures Performance report for: Described Specific Procedures Described Procedures Performance report for: Described Procedures
[inse	S AREA: training or induction No Yes [if 'yes' y complaints been	Documented privacy, confidentiality and consence you regard as significant: Service user Focus on been provided to staff in the reporting period of the control of the co	Performance report for: Described Described 2.2 On service user rights and responsibilities in each session] The reporting period:

Objective 2.3	Services are provided with consideration for the	ne target group's social and cultural needs and
	expectations.	
Indicator 2.3a	The organisation develops strategies to ensure non-discriminatory to the target group.	that its services are culturally appropriate and
		ocial and cultural needs of people within the target
	into consideration in making services, activities o	r materials accessible?
Yes No		
	nisation have a documented policy and procedur	e for the application of legislation regarding anti-
discrimination?	model have a documented policy and procedur	e for the application of registation regarding anti-
Yes		
☐ No		
	nisation ensure that services, activities or materia	als are culturally appropriate and inclusive of all
people within the	e target group?	
Yes		
No No	nisation identify and respond to the particular cu	Itural or support pends of the following groups
within its target		itural of support needs of the following groups
	nal and Torres Strait Islander people	
	from non-English speaking backgrounds	0.4
	ly and linguistically diverse communities	
the state of the s	with disability	
	who are physically isolated or transport disadvan	taged
	gay, bisexual or transgender	м
	pecify group]:	
5. Does the organ	nisation consult with and/or maintain links with A ps to inform its service delivery?	Aboriginal and Torres Strait Islander and other
Yes	pe te ililetin ke sarvisa daliyary.	
□ No		
	ded with professional development related to cu	ltural awareness and the diversity of the service
iser group?		The state of the s
Yes		
No No	nisation review the profile of its user group or pro	ogram fogus to onsure diversity is maintained?
Yes	isation review the profile of its user group of pro	ogram focus to ensure diversity is maintained?
No		
. Does the organ	nisation evaluate the effectiveness of its cultural	diversity and responsiveness strategies and update
elevant policies?		A STATE OF S
Yes		
No		
OCUS AREA:	Associate Comissos	Evidence questions for:
	Accessible Services	> Objective 2.3
Docu	mented cultural diversity and access policy and p	procedures
Speci	ific access strategies and information provision fo	Or [specify groups]:
Ctoff	training or cultural awareness sessions held in re	porting period
Stan		The state of the s

FOCUS AF	REA:	Accessible Services	Performance report for: ➤ Objective 2.3
What perce groups:	entage of se	rvice users who seek your service or parti	cipate in activities you provide are in the following
[insert %]	People for Culturall People w	al and Torres Strait Islander people rom non-English speaking backgrounds y and linguistically diverse communities with disability who are physically isolated or transport disective group:	advantaged
List any acti	ion taken ir	the reporting period to improve access fo	
[insert nu	mber]	Cultural awareness sessions and/or re	levant staff training sessions about service user

FOC	JS AR	EA: Accessible Services	Indicator questions for: ➤ Objective 2.4: Indicator 2.4a
Objec	tive 2.	The organisation addresses physical and I from using its services.	knowledge barriers that may prevent the target group
Indica	ator 2.4		cess its services by service users, including hours of and service delivery location and environment.
			ssing physical, knowledge and other barriers that may
	Yes No		
		organisation provide information to potential se	
Y	N/A		n does not provide service to individual service users
		Is in appropriate languages and formats so that	
		Explains who the service is for, entry and eligib	2019 1 Page 1 Annual Company - Brees 2 Annual Company -
		Explains how service will be allocated and app	licants prioritised
		Explains any conditions or fees that apply to the	ne service
		Explains what support or assistance will be pro	ovided to applicants in accessing the service
		Explains what support or assistance will be proservices	ovided to applicants in locating alternative or additional
		Explains how, and under what conditions, the the service	service is concluded or terminated, or a service user exits
3. Do		organisation consider the following when ensur	ing that services are accessible to the target group it aims
Υ	N/A	Select 'Not Applicable' (N/A) if the organisatio	n does not provide service to individual service users
		Location of the services or activities	
Ī		Physical access to the premises where service.	s or activities are located
	F	Opening hours of the service	
Ħ		Look and feel of the service user areas	
Ħ	Ħ	Information strategies to promote the service	

Attachment 3

	DoH RTI 3362/22
NGO	PERFORMANCE FRAMEWORK:
	Report Template C

OCUS AREA:	Accessible Services	Evidence questions for: > Objective 2.4
	Documented Access policy and	procedure
[insert date of review]	Review of disability access to p	remises
[insert date of review]	Information for potential service	e users
DCUS AREA:	Accessible Services	Performance report for: > Objective 2,4
ist any action taken in t	the reporting period to improve physical	access.
	he reporting period to publicise the serv	

FOCUS A	EA: Engagement and Participation	Indicator questions for: ➤ Objective 2.5: Indicator 2.5a
Objective 2	5 The organisation encourages participation by community.	members of its target group and the broader
Indicator 2	The organisation has a process in place to all community to participate in service planning	ow its service users and representatives of the delivery and evaluation
	the following processes are used by the organisation ives to participate in service planning, delivery and ϵ	
Su	committees or working groups	
Co	sultation forums	
Su	veys or other structured feedback processes	
Ot	er [specify]:	

FOCUS	AREA:	Engagement and Participation	Evidence questions for: > Objective 2.5
	Docume	nted participation policy and procedures	
	Reports	from surveys, consultations or other forums	40

FOCUS AREA:	Engagement and Participation	Performance report for: ➤ Objective 2.5	
Briefly describe ar reporting period:	y actions taken to encourage participation by servic	e users or community representatives in the	
[insert number]	Service users participating in service planning or evaluation in reporting period		
[insert number]	Consultation forums, working group meetings or planning sessions involving service users or community representatives in reporting period		

FUCUS AREA:	Appropriate Se	Tvices	➤ Objective 2.6: Indicator 2.6a
Objective 2.6 The	organisation plans its	s services in accordance with	n the needs of its target group.
Indicator 2.6a The		os and implements specialist	activities, appropriate to its target group's
1. Does the organisation	on have a documente	ed process for planning service	es and activities?
Yes			
No No		den en bestelle de la colonia	
CONTRACTOR STATE	TO SHARE STATE AND ADDRESS OF THE		ing of its services and activities?
The state of the s	The state of the s	s of the service user or target	AT 0
		rvice users or target group re	epresentatives
		nteers or other stakeholders	ffeetive to a discuss a male with a male
and the second s	Andread Charles of the Control of th	AND A CONTRACT AND CONTRACT OF THE	ffective in achieving service outcomes
The second secon		tion of the organisation's serv	
3. In planning services particular factors that		he organisation identify diffe	rent groupings within its target group and the
Yes			
No No	awal assistation alaba s	ba avandastiau idantifi. fiitii	es trands in the mode of its condecution as
target groups?	and activities, does t	ne organisation identity futui	re trends in the needs of its service user or
Yes			
□ No			
FOCUS AREA:	Appropriate Se	rvices	Evidence questions for: > Objective 2.6
[date conducted]	Document	ed needs analysis	
	Services a	nd activities plan reflecting n	eeds analysis
Please list any other ev	27.1.3.2.2.2	Control of the Contro	20 mg 20
neade incedity duties of	, ac, ac year as		
FOCUS AREA:	Appropriate Se	rvices	Performance report for: > Objective 2.6
List the main needs ide organisation's target g	Account to the second s	List service or activity p need:	provided by the organisation to meet this
List any findings from s to identified needs:	service user feedback	or evaluations that demonst	trate that services provided were appropriate

	: Indicator 2.7b		
Objective 2.7 The organisation collaborates and coordinates within effective service delivery to its target group.	the service system to deliver the most		
Indicator 2.7a The organisation identifies priorities and documents hother agencies to improve the health and well being o			
1. Does the organisation have documented processes for collaborating ar	nd coordinating with other agencies?		
Yes			
NoDoes the organisation identify and participate in interagency networks	and activities?		
Yes	and delivities:		
No relevant agencies exist			
□ No			
Indicator 2.7b The organisation actively collaborates with other ager	ncies to improve its service delivery.		
3. Does the organisation work with other agencies to improve the service	e system and outcomes for service users?		
Yes			
No	os and agencies that it can refer service		
4. Does the organisation maintain up to date information on other service users to?	es and agencies that it can refer service		
Yes			
□ No			
5. Are service delivery roles and responsibilities across agencies negotiate	ed and documented?		
Yes			
No 6. Are documented referral protocols negotiated with other agencies who	oro rolavant?		
Yes	ere relevant:		
□ No			
7. Does the organisation review its collaboration with other agencies on a	a regular basis?		
Yes			
□ No			
	Evidence questions for:		
FOCUS AREA: Collaboration	> Objective 2.7		
[insert date of last review] Documented plan or procedure for colla			
☐ [insert date of last review] Report on collaboration with other ager	CONTROLLEGIED DATE COMON AND		
	Total State of the		
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 deliv	very in collaboration with other agencies:		
[insert number] How many interagency meetings or forums has the organization	How many interagency meetings or forums has the organisation attended in the reporting period		
[insert number] How many agencies does the organisation have formal	How many agencies does the organisation have formal referral or partnership arrangements with		

FOCUS ARE	A: Innovation and	d Learning	Indicator questions for: ➤ Objective 3.1: Indicator 3.1 : Indicator 3.1
Objective 3.1	The organisation is com	mitted to ongoing devel	opment of its service activities and workers.
Indicator 3.1	The organisation provid development.	es workers with opport	unities for education and professional
1. Does the o		ed process for assessing	staff performance and providing feedback to staff
Yes No			
	ganisation have a process fo ressed through training or de		ncies of staff, identifying skills gaps and ensuring
Yes No			
	anisation demonstrate that i opportunities?	t provides access for staf	ff to relevant training and professional
Yes No			
	and operations	ON THE TAX OF THE PARTY.	ractice approaches to service delivery, nformed on current issues, research and
developments Yes	s for its particular fields of int		
5. Does the or	ganisation have a document	ed continuous quality im	provement process?
Yes No			
	ganisation make use of curre eview its performance?	ent research and industry	benchmarks to inform the development of its
Yes No			
FOCUS ARE	A: Innovation and	d Learning	Evidence questions for: Objective 3.1
	Staff development needs a	nalysis and staff develop	ment plan/s
	Quality improvement plan		
Please list any	Quality improvement plan other evidence you regard a	s significant:	



FOCUS AREA:	Innovation and Learning	Performance report for: ➤ Objective 3.1
List training and developm house' development):	nent opportunities attended by staff in the	reporting period (include conferences and 'in-
[insert number of staff]	[Focus of development or training activity	[Length of session or course]
List relevant journals, new regular or periodic inform		networks from which the organisation receives
Briefly outline any results	from evaluation or review of practice and c	hanges 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 orga	nisation is protected.
Indicator 3.2a	The organisation has a strategy to ensure safe mana psychological aspects of the environment.	agement of work practices and physical and
	anisation have policies and procedures that ensure a sa	fe workplace in accordance with relevant
legislation?		
□ No		
2. Does the orga	anisation comply with legal obligations regarding fire sa	fety and building safety requirements?
Yes No		
3. Does the orga	anisation ensure the following:	
Inspect	tion and review of premises and equipment to identify	hazards at least annually
☐ Mainte	nance of first aid kits in accessible places	
☐ Inform	ation on emergency procedures displayed in prominent	t places
☐ Mainte	nance of fire extinguishers or other fire fighting equipn	nent
Adequa	ate lighting, ventilation and temperature controls throu	ighout its premises
4. Does the orga	anisation have an evacuation procedure in the event of	an emergency?
Yes		YA Z
☐ No		
5. Does the organism ensures that the	anisation have a documented procedure for the reporti ey are:	ng of incidents, accidents and injuries that
[Identifi	ed, recorded and reported	
Investig	gated as to cause and action taken to prevent re-occurr	rence
	ed for trends over time	
	ed to Workplace Health and Safety Queensland in the c	
	ed to Department of Health in the case of major incider	
Access 1	anisation have procedures for ensuring infection contro	01?
Yes No		
7. Does the orga	anisation provide orientation and training to staff and v y and any specific risks associated with their work area	
Yes	y and any specific risks associated with their well area	**
□ No		
8. Are emergen	cy evacuation drills conducted at least annually?	
Yes		
No		
The second second second second	anisation have processes for identifying and responding sychological fatigue?	to workplace stress, including critical
Yes No		

FOCUS AREA: W	orkplace Health and Safety	Evidence questions for: > Objective 3.2
[insert date of last review]	Workplace health and safety policy a	nd procedures
	Register of incidents, accidents and injuries	
Please list any other evidence	e you regard as significant:	

FOCUS AREA:	Workplace Health and Safety	Performance report for: ➤ Objective 3.2
Have any staff member	rs, service users or visitors reported any inciden	nts, accidents or injuries in the reporting period?
	No Yes (if 'yes', indicate the number of these matters that a	are not yet resolved or finalised]:
[insert date of inspection]	Inspection of premises for hazards	
[insert date of inspection]	Inspection of fire safety equipment and first aid equipment	
Have any staff member	rs submitted a claim for Worker's Compensatio	n in the reporting period?
	No Yes [if 'yes', indicate the number of these matters that a	are not yet resolved or finalised]:

[insert date]

FOCUS AR	EA: Risk	Management	Indicator questions for: ➤ Objective 3.3: Indicator 3.3a
Objective 3.	3 The organisa	tion monitors organisational r	isks and controls these where possible.
Indicator 3.3	a The organisa	tion develops, documents and	implements a risk management process.
1. Does the	organisation have a	documented risk managemen	t process?
Yes			
☐ No			
2. Does the o	organisation's risk r	nanagement process:	
	ntify and document		
		f their likelihood of occurring a	nd likely impact
		ting and managing each risk	
			agement procedures by all personnel
		s for implementing risk manag	ement procedures
	ergo regular reviev		
	ude an audit for co		
			ganisation's risk management process:
		ormation (including IT)	
		d and corruption, longer term	viability
Gov	ernance		
=	nan resources		
Lega			
	nagement and oper	rations	
Phy:			
	ronmental		
	utation and relatio	nships	
	rices and activities		
		he following insurance cover:	
	ker's Compensatio		
		ım \$10 million for any one eve	nt)
	tents insurance		
		ed in Service Agreement (spec	ify)
Yes N/A	The Control of the Co	insurance for vehicles plicable (N/A) if the organisation	on does not own any vehicles)
FOCUS AR	EA: Risk	Management	Evidence questions for: > Objective 3.3
[insert da	te of last review]	Risk management plan	
		Certificates of currency for in	surance
Please list an	y other evidence y	ou regard as significant:	
FOCUS ARI	EA: Risk	Management	Performance report for: > Objective 3.3
Briefly descri	be any action take	n in the reporting period to pro	event or manage specific risks:
[type of risk]	[action taken or to	o be taken]	
[insert date]	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	Indicator questions for:
Objective 3.4 The	organisation regularly evaluates its	activities.
	organisation has developed valid sy	stems or processes for evaluating and improving its
1. Does the organisati	on have a documented approach to	monitoring and evaluating its performance across key
aspects of its services Yes	and operations?	
No No		
2. Does the organisati	on have documented performance r	neasures for key aspects of its services and operations?
Yes		
No No	on collect and analyse data related t	o nerformance measures?
Yes	on conect and analyse data related t	o performance measures:
☐ No		
4. Does the organisati	on evaluate services or activities dra	wing on service user or activity participant feedback?
Yes		
No No	on use performance data and evalua	ation findings to:
	er it is meeting its objectives related	
	er it is meeting any external require	
Make improv	ements in services and activities	
Inform planni	ing and decision making by relevant	staff and Board or Management Committee
	organisation participates in researcet group.	h by other parties that relates to health services for the
Does the organisation developments in its field		llection, research and analysis to keep abreast of latest
Yes No		
7. Does the organisation	on participate in research or practice delivery of its services and activities?	e development organisations that contribute to
Yes No		
8. Does the organisation		e development projects that contribute to knowledge and
practice in the sector? Yes		
No		
FOCUS AREA:	Evaluation	Evidence questions for: > Objective 3.4
	Documented service delivery mor	nitoring and evaluation procedures
[insert date of report]	Services and activities evaluation	report
	Report of participation in research	1

FOCUS AREA:	Evaluation	Performance report for: ➤ Objective 3.4
List the evaluation ac	tivities carried out during the reporti	ng period:
Briefly outline the ma	in findings from the last evaluation o	f services and activities:
List any changes or in	nprovements to be made as a result o	f evaluation:

FOCUS AR	EA: Leadership and Governance	> Objective 4.1: Indicator 4.1a ∶ Indicator 4.1b
Objective 4	.1 The Board or Management Committee provides leadership that the organisation's achievements and services contribut wellbeing of the target group.	and takes responsibility for ensuring
Indicator 4.1a	The Board or Management Committee meets its obligations including matters relating to corporate governance, financia	
1. Under which	h legislation is the organisation incorporated:	
Quee	nsland Associations Incorporation Act	
Com	monwealth Corporations Act (Company Limited by Guarantee)	
Corp	orations (Aboriginal and Torres Strait Islander) Act	
Quee	nsland Cooperatives Act	
Corp	orations Law (Companies)	
Othe	[specify]	
	ganisation have a current constitution that defines its membersh	in and the relationship between the
	the governing body?	ip and the relationship between the
Yes	the Botterming 2001)	
□ No		
3. Does the Bo	oard or Management Committee have written policies and proced	dures that describe its responsibilities,
decision maki	ng processes and meeting procedures?	
Yes		
☐ No		
4. Does the Bo	oard or Management Committee members all understand and co	mply with their statutory obligations?
Yes		
☐ No		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
5. Does the Bo decisions?	oard or Management Committee maintain clear records of its med	etings, with minutes of discussions and
Yes		
∐ No		
	s of responsibility, reporting and communication between differe	ent parts of the organisation
documented?		
Yes		
No No	tales welling processes and delegations of authority decumented	13
	ision making processes and delegations of authority documented	If the second se
Yes No		
	nagement and supervisory responsibilities of senior staff positions	s clearly identified and documented?
Yes	agement and supervisory responsibilities of senior stant position	s clearly recruited and documented.
□ No		
	ction between the role and responsibility of the Board or manage	ement committee and that of the
	early documented?	3 - 140/4 - 20 - 400 - 60 - 60 - 60 - 60 - 60 - 60 -
Yes		
☐ No		
10. Which of t	he following management processes are documented?	
Decis	ion making by senior staff	
	ty setting by senior staff	
	urce allocation by senior staff	
	lination of the implementation of organisational plans by senior s	staff
	dination of the work of staff by senior staff/team leaders	
	rvision of the work of staff by senior staff	
	ding leadership	
11 Does the o	organisation's financial record keeping systems:	

FOC	JS AREA: Leadership and Governance	Indicator questions for: ➤ Objective 4.1; Indicator 4.1a : Indicator 4.1b
	Meet basic accounting standards	
	Use the Standard Chart of Accounts	
PE	Meet requirements under funding agreements or other contractu	al obligations
H	Provide clear and accurate data for reporting and monitoring	ar oznigottorio
H	AND THE RESIDENCE OF THE PROPERTY OF THE PROPE	
ш	Document any asset exceeding \$5,000 in value in and asset regist	
12. Do	es the organisation have clear documented delegations of authority	for expenditure?
	Yes	
	No	
13. Do	es the organisation have safeguards to prevent fraud or mismanage	ment of funds?
F. E.	Yes	
	No	
14. Do	es the organisation develop a budget for its planned activity each ye	ear which is approved by the Board or
Manag	ement Committee?	
	Yes	
	No	
	es the organisation provide regular financial reports to the Board or	Management Committee and senior
manag	ers that address the following:	
	Income and expenditure for the period	
	Monitoring of actual expenditure against a budget	
214	Impact of any budget variance	
	Financial risks associated with proposed activities (new projects, r	najor purchases etc.)
	Cash flow projections	
The second second	es the organisation produce an annual audited financial statement went of income and expenditure/profit and loss?	which includes a balance sheet and a
	Yes	
47.1-4	No	
17. IS I	ne annual financial statement approved/signed off by the Board or	management committee?
	Yes	
10.0-	No	ashles it to maniton somplishes with local
100	es the Board or Management Committee receive information that e ments and contractual obligations?	nables it to monitor compliance with legal
l H	Yes	
10 Da	No	course is bont up to data?
19. 00	es the organisation have an effective process for ensuring insurance	cover is kept up to dater
ΙH	Yes	
	No	
100000000000000000000000000000000000000	or 4.1b The Board or Management Committee leads the identif	
	es and development of the organisation's strategic or business pla	
	es the organisation have a longer term (3-5 year) organisational plan	n that documents what the organisation is
trying	o achieve and broadly how it will do this?	
	Yes	
	No	
21. W	ich of the following have been addressed in this plan?	
	External factors that will have an impact on the organisation	
	Internal factors that will have an impact on the organisation	
	How the organisation will respond to factors that may impact	
	External requirements, including legislation, funding agreements	and government policy
	The views of the community, individuals or other stakeholders the	
1 E	How the organisation will respond to the needs of its community,	service users or other stakeholders
	The results or outcomes to be achieved	
	The types of services or activities that will be provided and what or	outcomes these services or activities will

FOCUS AREA:	Leadership and Governance	Indicator questions for: ➤ Objective 4.1: Indicator 4.1a : Indicator 4.1b
achieve		
☐ The longer term	sustainability of the organisation and its serv	rices and activities
22. Does the Board or Mainplement goals and price	그는 것 만든데 없다면 되어 가는 요즘이 되었다. 그는 그는 그는 그는 그는 그는 그는 그는 그를 보니 그는 그를 보니 그는 그를 보니 그를	al planning, approve the final plan and use it to
Yes		
□ No		
23. How are the impleme	entation and progress of the organisational pl	an monitored?
	o Board or Management Committee	
	ugh reporting by staff against operational or v	vork plans
Annual report to	members	
☐ No monitoring	n clearly communicate its plans to its own per	
FOCUS AREA:	Leadership and Governance	Evidence questions for: > Objective 4.1
	Constitution	/ Objective 4.1
[insert date of last review]	Documented delegations of authority	50
[period covered by plan]	Strategic and/or business plan	
	Annual budget for current financial year	
5	Board or Management Committee minut	tes
	Financial reports and records for reporting	ng period
Please list any other evid	ence you regard as significant:	

FOCUS AREA	A: Leadership and Governance	Performance report for: ➤ Objective 4.1
[insert % for each meeting]	oportion 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 and/or business plan	
[insert date]	Report to Board or Management Committee against the annual budget	

include the fol	The organisation lowing: term object that the ofference for insibilities required received and or Marresponsibilities and or Marresponsibilities are proposition of the organisation of th	ganisation has an operational plant workers responsibilities and account have a documented plan or plans we stives and priorities for the current proganisation will take to meet object actions for implementing actions allocated to assure related to planned action irred to implement the plan identifies process for reviewing, monitoring process for reviewing, monitoring process for monitor	which reflect the broader goals of the organisation and period ctives to individuals ed and sourced? progress and achievement, and reporting against this review the performance of the personnel to whom it
1. Does the orginclude the fol Short Action Responsible Perform S. Are the resons No 3. Is there a doplan? Yes No 4. Does the Bodelegates key and No Indicator 4.2b S. How does the input to decision Survey Representations.	assigns ganisation lowing: term obje that the of frames for nsibilities mance me urces requ cumented ard or Mar responsibil	workers responsibilities and accountable and accountable and accountable and accountable actives and priorities for the current programisation will take to meet object actions for implementing actions allocated assures related to planned action ired to implement the plan identifies process for reviewing, monitoring process for reviewing, monitoring process for milities?	untabilities. which reflect the broader goals of the organisation and period etives to individuals ed and sourced? progress and achievement, and reporting against this review the performance of the personnel to whom it
include the fol	ganisation lowing: term objet that the of frames for insibilities mance me urces requires cumented	have a documented plan or plans we stives and priorities for the current porganisation will take to meet object actions for implementing actions allocated to assures related to planned action ired to implement the plan identified process for reviewing, monitoring process for reviewing proc	which reflect the broader goals of the organisation and period ctives to individuals ed and sourced? progress and achievement, and reporting against this review the performance of the personnel to whom it
Short Action Time Respo Perfor Action Time Respo Perfor Action Time Respo Perfor Action Time Respo Perfor Action Perfor Action Perfor Action Yes No Action Yes No Action Yes No Action Action Yes No Action Action Yes No Action A	term object that the of frames for nsibilities mance me urces requ cumented ard or Man responsibil	organisation will take to meet object actions for implementing actions allocated to assures related to planned action ired to implement the plan identified process for reviewing, monitoring process for monitoring process for reviewing, monitoring process for reviewing process for revie	to individuals ed and sourced? progress and achievement, and reporting against this review the performance of the personnel to whom it
Action Time Response Perform Response Perform Action Response Perform Response Respo	that the of rames for nsibilities mance me urces required cumented ard or Maresponsibil	organisation will take to meet object actions for implementing actions allocated to assures related to planned action ired to implement the plan identified process for reviewing, monitoring process for monitoring process for reviewing, monitoring process for reviewing process for revie	to individuals ed and sourced? progress and achievement, and reporting against this review the performance of the personnel to whom it
Response Res	nsibilities mance me urces requ cumented ard or Mar responsibil	for implementing actions allocated to asures related to planned action ired to implement the plan identified process for reviewing, monitoring process for monitoring process for reviewing, monitoring process for reviewing process for review process for review process fo	progress and achievement, and reporting against this review the performance of the personnel to whom it
Performance Are the resord Yes No Is there a document No A. Does the Bodelegates key Yes No Indicator 4.2b The How does the put to decision Sub co Consulty Repre	rmance me urces requ cumented ard or Mar responsibil	asures related to planned action ired to implement the plan identified process for reviewing, monitoring process for reviewing process for review process fo	ed and sourced? progress and achievement, and reporting against this review the performance of the personnel to whom it
2. Are the resonance of	urces requ cumented ard or Mar responsibil	process for reviewing, monitoring process for reviewing, monitoring process for reviewing process for reviewing, monitoring process for reviewing process for review process fo	progress and achievement, and reporting against this review the performance of the personnel to whom it
Yes No No Is there a do lan? Yes No I Does the Bo delegates key Yes No I How does the nput to decision Sub co Consu Repre	cumented ard or Mar responsibil	process for reviewing, monitoring process for reviewing process for review process for r	progress and achievement, and reporting against this review the performance of the personnel to whom it
No	ard or Mar responsibil	nagement Committee monitor and r ities?	review the performance of the personnel to whom it
3. Is there a doplan? Yes No 4. Does the Bodelegates key Yes No Indicator 4.2b 5. How does the nput to decision Consulty Survey Repre	ard or Mar responsibil	nagement Committee monitor and r ities?	review the performance of the personnel to whom it
plan? Yes No 4. Does the Bo delegates key Yes No Indicator 4.2b 5. How does the input to decision Consu Survey Repre	ard or Mar responsibil	nagement Committee monitor and r ities?	review the performance of the personnel to whom it
Yes No	esponsibil	ities?	
No 4. Does the Bodelegates key Ves No Indicator 4.2b 5. How does the Input to decision Consulation Survey Survey Repre	esponsibil	ities?	
4. Does the Bodelegates key Ves No Indicator 4.2b 5. How does the Input to decision Consultry Consultry Representation	esponsibil	ities?	
delegates key Yes No ndicator 4.2b How does the put to decision Sub co Consu Survey Repre	esponsibil	ities?	
Yes No Indicator 4.2b 5. How does the put to decision Sub co Consu Survey Repre			stakeholders in decision making.
No Indicator 4.2b 5. How does the input to decision in the consult. Consult in the input input in the input in	Manag	ement involves the organisation's s	stakeholders in decision making.
Indicator 4.2b 5. How does the input to decision Sub consultry Consultry Survey Repre	Manag	ement involves the organisation's s	stakeholders in decision making.
5. How does the input to decision Sub consultry Consultry Survey Repre	Manag	ement involves the organisation's s	stakeholders in decision making.
input to decision Sub co Consu Surve			
Sub colors Sub colors Sub colors Survey Repres	e organisa		nity members and other relevant stakeholders' access o
Consu Surve			
Consu Surve		or working groups	
Survey Repre	Itation for		
Repre	10 12 12 12 12 12 12	structured feedback processes	
		on selection or recruitment panels	
L Design		ions on the Board or Management	Committee
Othor		ions off the Board of Management	Committee
Other	[specify]:		
FOCUS AREA	\ :	Operational Management	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		ence you regard as significant:	

FOCUS AREA	: Operational Management	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	

FOCUS AREA: Efficient Use of Resources	Indicator questions for: ➤ Objective 4.3: Indicator 4.3a : Indicator 4.3b
Objective 4.3 Services are delivered to the target group with an efficien	t use of resources.
Indicator 4.3a The organisation's human resource policies and practices Service Agreement and relevant legislation.	comply with requirements of the
1. Does the organisation have a documented recruitment process for paid sta	aff 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 fa	ir, transparent and based on merit
How referee checks are conducted	
How applicants are notified of the outcome	
2. Does the organisation ensure that recruitment processes apply principles comply with anti- discrimination legislation?	of equal employment opportunity and
Yes	
□ No	
3. Can the organisation demonstrate that it recruits people with the appropr	iate skills, qualifications and attributes?
Yes	
No No Does the organisation perform required employment screening risk mana	gement checks to comply with relevant
legislation (e.g. relevant police checks, working with children etc.)?	gement checks to comply with relevant
Yes	
No legal screening required	
□ No	
5. Are records kept of all recruitment processes that retain copies of all pape	rwork 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 to the second	Consider related by
7. Does the organisation have documented procedures for financial planning	and decision making r
Yes No	
No R. Can the organisation demonstrate that it uses its resources as efficiently a	s possible and maximises the amount of
funds available for the provision of services and activities?	a begging and manimose the amount of
Yes	
No	

n resource management polici tions, supervision and staff dev	ies and procedures (recruitment, industria
	velopilient
e or activity budgets	
	rd as significant:

FOCUS AREA:	Efficient Use of Resources	Performance report for: > Objective 4.3
[insert length of time position was vacant]	Vacant positions during the reporting p	period
[insert %]	Proportion of staff hours used in direct service delivery	
[insert number]	Total hours of service delivery provided to individuals	
[insert number]	Total hours of service delivery provided to groups	
[insert number]	Approximate staff hours involved in health promotion or related activity	

FOCI	JS AREA	Sustainability	Indicator questions for: ➤ Objective 4.4: Indicator 4.4a : Indicator 4.4b
THE CONTRACTOR AND ADDRESS.	tive 4.4 nability of	The Board or Management Committee has id the organisation.	lentified ways to maintain or enhance the
	itor 4.4a	The Board or Management Committee addre improvement in the organisation's strategic	plan.
			to one another, and is there an integrated planning
and re	eporting p	ocess across the organisation?	
	Yes		
Ш	No		
	The state of the s	nisation have a documented process for comm vement of the organisational plan?	unication across the organisation on matters that
Ħ	Yes No		
3 Dos		ning process identify apportunities for improve	ments to the integration and coordination of services
	ctivities?	ting process racinity opportunities for improve	
	Yes		
П	No		
4. Are	41 100 0 700	cesses in place to encourage, support and invol-	ve managers and staff in initiating and contributing to
		mprovement?	
П	Yes		
Ē	No		
5. Can	the organ	isation demonstrate that it has a systematic ap	proach to identifying and implementing
	vements?		
	Yes		
	No		
6. Doe	es the orga	nisation conduct a capability analysis?	
	Yes		
	No		
Indica	tor 4.4b	Financial analyses of organisation or activity Management Committee with decisions that resources.	proposals are developed to assist the Board or may significantly affect service delivery and
		nisation have a template for providing proposa provides an analysis of the likely impact, outcomes	ls to senior staff and the Board or Management mes, costs and benefits:
	Yes	berg managed and animal animal uniband agrees	00 TO \$ 12 TO \$ 17 TO
Ħ	No		
8. Are		for new projects and activities assessed in the	context of the organisation's strategic or business plan
	s financial		and the second of the second second of the s
	Yes	P. C.	
H	No		
	140		

FOCUS AREA: SI	ustainability	Evidence questions for: > Objective 4.4
[period covered by plan]	Strategic and/or business plan	
[period covered by plan]	vered by plan] 3-5 year financial plan	
	Balance Sheet	
	Template for new project or activity pro	oposals
Please list any other evidence	e you regard as significant:	

FOCUS AREA: Susta	ainability	Performance report for: ➤ Objective 4.4
What are the main threats to the	ne longer term sustainability	of the organisation?
What action has been taken in	the reporting period to addr	ess these threats?
Year 3 (last year): [insert amount] Year 2: [insert amount] Year 1: [insert amount]	What has been the patter financial years?	ern of operating surplus or deficit over the previous 3
[insert item]: [insert amount] [insert item]: [insert amount] [insert item]: [insert amount]	List the current and fixed statements	l liabilities shown in the previous year's financial
[insert amount]	What amount is set aside	e in reserve funds for liabilities?

FOCU	JS AREA:	Transparency and Accountability	Indicator questions for: ➤ Objective 4.5: Indicator 4.5a : Indicator 4.5b : Indicator 4.5c
Object	tive 4.5	The organisation is accountable to key stakeholders.	
Indicat	tor 4.5a	The organisation ensures that workers comply with the practice and registration requirements.	e applicable codes of ethics, standards of
		nisation have a code of ethics or conduct that applies to i	ts personnel (including Board or
manag	Yes	mmittee, staff and volunteers)?	
Н	No		
2. Whi	475713	ollowing are addressed in the documents dealing with air	ms, values or ethics?
	_	crimination or equity of access to services	
	Conflict	of interest	
	Confide	ntiality	
	Privacy		
Ī	Respons	iveness to community, service users or other stakeholde	r groups
Ī	THE CONTRACT OF	ational accountability	
Ī	Honesty	The state of the s	
Ī		ful behaviour	
Ē		ible use of the organisation's resources and facilities	
	Professional misconduct		
H	Yes No		
Indicat	tor 4.5b	The Board or Management Committee is accountable stakeholders.	to its members, service users and key
4. Does	s the orga	nisation produce an annual report?	
	Yes		
Ц.	No		
5. IS the	Yes No Not app	eport made available to members of the organisation, full licable	nding providers and other stakeholders?
6. Does	s the annu	al report contain information on each of the following:	
	The aim	s and strategic directions of the organisation	
- 5	The serv	rices and activities of the organisation	
	Outcom	es of services and activities	
	Its achie	vements for the year	
	Its rever	nues and expenditures	
1511	Changes	to its Board or management committee	
	Not app	licable	
7. Does	s the organ	nisation have a documented exit strategy covering assets	, employees and records?
	Yes		
	No		
Indicat	tor 4.5c	The organisation has a documented set of principles th	at guide the delivery of services to the

	US AREA:	Transparency and Accountability	Indicator questions for: ➤ Objective 4.5: Indicator 4.5a : Indicator 4.5b : Indicator 4.5c
8. Doe		ion have a written statement of its overall aim and	purpose?
H	Yes		
O Doc	No	ion have a written statement of its values or philoso	onhu?
9. 000	Yes Yes	ion have a written statement or its values or philoso	орнуя
H	No		
10. Do	1.5.5.2	ition ensure that its aims and values are consistent	with the program guidelines for any funding
it rece			,, F9 B
	Yes		
	No		
11. Do	oes the organisa	tion follow documented eligibility criteria for accep	ting or prioritising service users that are:
		sessed need, organisational capacity and available r	resources
		vith anti-discrimination legislation	
		vith funding obligations and the purpose of the serv	vice
		ole, ethical and transparent	
	Consistently		
		nnot be provided, is information about alternative o	options provided, and a referral to another
servic	e provided whe	rever possible?	
H	Yes No		
:00U	JS AREA:	Transparency and Accountability	Evidence questions for: > Objective 4.5
	Annual repor		
	Code of cond	uct	
	Service inform	nation or promotional material outlining service pri	inciples and eligibility
Please	e list any other e	evidence you regard as significant:	
	JS AREA:	Transparency and Accountability	Performance report for: > Objective 4.5
Arter t		ast financial year, did the organisation: Annual General Meeting (AGM) within the required	time frame
	Notify memb	pers of the AGM within the required time frame AGM according to its constitutional rules	unie name
How v		Report made available to members, service users a	nd other stakeholders (if applicable):

Overview: Queensland NGO Performance Framework

OBJECTIVES	INDICATORS
Service Types 1.1 The organisation delivers the services as agreed with Queensland Health	1.1a The organisation describes its funded Service Types
Service Statistics 1.2 Services and service user data will provide Queensland Health with information to monitor an organisation's performance	1.2a The organisation collects and reports direct service delivery statistics to Queensland Health as per the service agreement schedules

OBJECTIVES	INDICATORS
Service User Focus 2.1 The organisation's service users are satisfied with funded services delivered.	2.1a The organisation has a process for monitoring service user satisfaction and improves its service according to the feedback collected.2.1b The organisation has documented, advertised and accessible complaint mechanism.
2.2 The organisation ensures its service users are aware of their rights and responsibilities and upholds those rights.	 2.2a The organisation ensures workers inform service users of their rights and responsibilities, and assist them to exercise those rights and meet their responsibilities. 2.2b The organisation has systems in place to ensure the confidentiality, privacy and consent of service users.
Accessible Services 2.3 Services are provided with consideration for the target group's social and cultural needs and expectations.	2.3a The organisation develops strategies to ensure that its services are culturally appropriate and non-discriminatory to the target group.
2.4 The organisation addresses physical and knowledge barriers that may prevent the target group from using its services.	2.4a The organisation addresses barriers to access its services by service users, including hours of operation, publicising service availability, and service delivery location and environment.
Engagement and Participation 2.5 The organisation encourages participation by members of its target group and the broader community.	2.5a The organisation has a process in place to allow its service users and representatives of the community to participate in service planning, delivery and evaluation.
Appropriate Services 2.6 The organisation plans its services in accordance with the needs of its target group.	2.6a The organisation develops and implements specialist activities, that are appropriate to its target group's needs.
Collaboration 2.7 The organisation collaborates and coordinates with the service system to deliver the most effective service delivery for its target group.	 2.7a The organisation identifies priorities and documents how it will collaborate and coordinate with other agencies to improve the health and wellbeing of the target group. 2.7b The organisation actively collaborates with other agencies to improve its service delivery.

OBJECTIVES	INDICATORS
Innovation and Learning 3.1 The organisation is committed to ongoing development of its service activities and workers.	 3.1a The organisation provides workers with opportunities for education and professional development. 3.1b The organisation supports learning about best practice approaches to service delivery, management and operations.
Workplace Health and Safety 3.2 The health and safety of all persons within the organisation is protected.	3.2a The organisation has a strategy to ensure safe management of work practices and physical and psychological aspects of the environment.
Risk Management 3.3 The organisation monitors organisational risks and controls these where possible.	3.3a The organisation develops, documents and implements a risk management process.
Evaluation 3.4 The organisation regularly evaluates its activities.	3.4a The organisation has developed valid systems or processes for evaluating and improving its service activities and outcomes.3.4b The organisation participates in research by other parties that relates to health services for the target group.

OBJECTIVES	INDICATORS
Leadership and Governance 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 wellbeing of the target group.	 4.1a The Board or Management Committee meets its obligations under its incorporation legislation, including matters relating to corporate governance, financial administration and insurance. 4.1b The Board or Management Committee leads the identification of the organisation's service priorities and development of the strategic or business plan.
Operational Management 4.2 The organisation's management is accountable for how services are delivered.	4.2a The organisation has an operational plan that clearly identifies its goals and strategies, and assigns workers responsibilities and accountabilities.4.2b Management involves the organisation's stakeholders in decision making.
Efficient Use of Resources 4.3 Services are delivered to the target group with an efficient use of resources.	 4.3a The organisation's human resource policies and practices comply with requirements of the Service Agreement and relevant legislation. 4.3b The Board or Management Committee is accountable for the efficiency of service delivery.
Sustainability 4.4 The Board or Management Committee has identified ways to maintain or enhance the sustainability of the organisation.	 4.4a The Board or Management Committee addresses issues of sustainability and quality improvement in the organisation's strategic plan. 4.4b Financial analyses of organisation or activity proposals are developed to assist the Board or Management Committee with decisions that may significantly affect service delivery and resources.
Transparency and Accountability 4.5 The organisation is accountable to key stakeholders.	 4.5a The organisation ensures that workers comply with the applicable codes of ethics, standards of practice and registration requirements. 4.5b The Board or Management Committee is accountable to its members, service users and key stakeholders. 4.5c The organisation has a documented set of principles that guide the delivery of services to the target group.

FUNDING SCHEDULE: 1

1. SERVICE AGREEMENT

This Funding Schedule relates to Service Agreement number 2017-18.3065.001.

2. IMPORTANT DATES IN RELATION TO THIS SCHEDULE

Schedule Start Date	01/07/2017
Schedule End Date	30/06/2021
Establishment Date	Not applicable

3. SERVICES

3.1. Services to be provided

The Services to be provided, and that the Funding must be used towards, are described in item 6.1 of this Funding Schedule.

3.2. Subcontract, contact and other details

(a) Not Applicable.

4. FUNDING UNDER FUNDING SCHEDULE

\$2,574,532 (excluding GST).

Refer to item 5 for further details about the Funding under this Funding Schedule.

5. FUNDING DETAILS

5.1. Per annum Funding

SPID	Project ID	Project Name	Funding 2017/2018 (excl. GST)	Funding 2018/2019 (excl. GST)	Funding 2019/2020 (excl. GST)	Funding 2020/2021 (excl. GST)	Total Project Funding (excl. GST)
5127	72239	Prevention and Testing Program	\$643,633	\$643,633	\$643,633	\$643,633	\$2,574,532
		Total Funding (excl. GST)					\$2,574,532

5.2. One-off Funding

(a) One-off Funding for purchase of Assets

Description	Funding amount (excl. GST)
Not applicable	\$0

(b) Other one-off Funding

Description	Funding amount (excl. GST)
Not applicable	\$0

5.3. Funding Source

Blood Borne Viruses (BBV) and Sexually Transmissible Infections (STI) Program

6. DETAILS ABOUT SERVICES

6.1. Description of Services

Service Users (Target Group)	Sex workers
Service type(s)	Prevention and Testing
	Funded services align with Strategic Direction 3, Priority Action 3.2 and 3.6 of the Queensland Sexual Health Strategy 2016-2021.
Service mode(s)	Not applicable
Service particulars	You will deliver a statewide prevention program that aims to maintain the low notification rates of HIV, viral hepatitis and STIs (BBVs and STIs) in sex workers working in Queensland.
	As the peak body representing sex workers, you will support, facilitate and contribute to the sex worker community to enable and facilitate increased knowledge and awareness of BBV and STI transmission, testing and management
	The statewide prevention program will be framed around five complementary and overlapping service areas:
	Statewide BBV and STI prevention program;
	Statewide peer education services;
	Focus on young people;
	Statewide career development program; and
	Health checks for sex workers.
	You will work in collaboration with other agencies to facilitate the availability of efficient and effective BBV and STI services for sex workers in Queensland.
Geographic	Statewide service.
Catchment Area	Office locations in Brisbane, Cairns, Gold Coast and Townsville.
	Outreach services to remainder of Queensland. Details of outreach services to be delivered should be documented in the Annual Forward Plan each year.
Operating hours and staffing	Brisbane office to be open 25 hours per week, spanning over at least 3 days. Regional Offices in Cairns, Townsville and Gold Coast to be open10 hours per week.
	Opening days and hours for all offices are flexible and should best suit the service user group. A peer educator should be available (preferentially onsite) whenever an office is open.
	Weekly opening hours may be reduced periodically when staff are delivering outreach services, participating in professional development, unplanned leave or

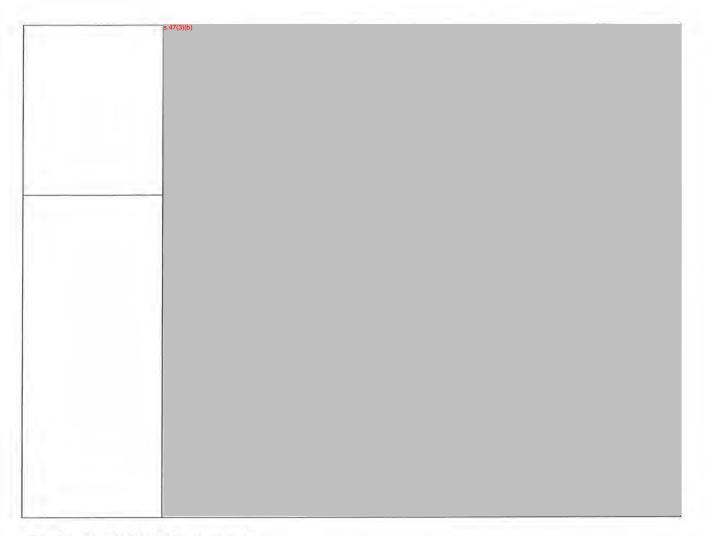
for other relevant reasons. When offices are closed, alternate contact details will be available on the answering machines and people will be contacted as soon as possible if messages are left.
All changes to opening hours and days should be clearly communicated to service users.

6.2. Deliverables

You must deliver the output(s) specified below.

Project Name and ID	Activity
Prevention and Testing Program, Project ID: 72239	You will provide the Department with a detailed Annual Forward Plan for the year (July-June of each year of the agreement) by 31 August each year outlining your service model for the five elements of the Prevention and Testing Program and how Respect will achieve the agreed deliverables and outcomes in that year. s.47(3)(5)

	s.47(3)(b)
1	



6.3. Service Delivery Requirements

The Services must be delivered in accordance with and support the direction set out in the document(s) specified below.

Document name	Document Source
Queensland Sexual Health Strategy 2016-2021	https://www.health.qld.gov.au/public-
Queensland HIV Action Plan 2016-2021	health/topics/sexual-health/strategy
Queensland Hepatitis B Action Plan 2016-2021	
Queensland Hepatitis C Action Plan 2016-2021	

7. REPORTING REQUIREMENTS

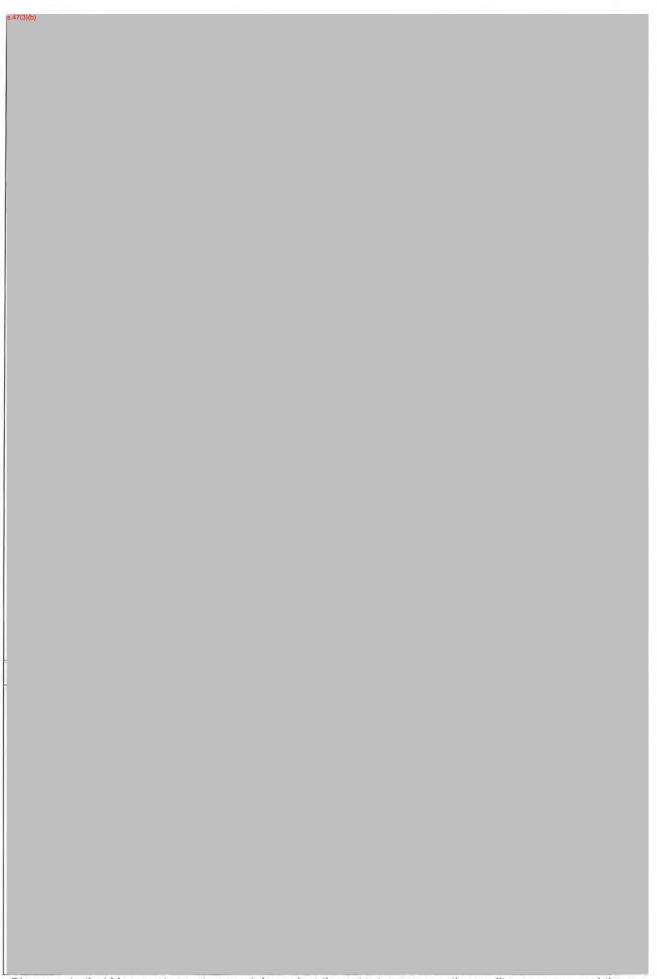
7.1. Performance measures

You must collect and report on the following performance measurement data in relation to the Services, set out in the table below (**Performance Measurement Data**).

	Output measures	Quality measures	Outcome measures
s.47(3)(b)	1000	Division (Control of the Control of	
+1 (3)(b)			

s.47(3)(b)	

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Please note that You must report separately against the output measures, the quality measures and the

outcome measures in Your written reports and at the annual Performance Measurement Meetings. The outcome measures denoted by $^{\#}$ should be reported annually only.

7.2. Data, statements and reports You are to submit

You must submit the data, statements and reports specified below, in each case by the due date and in accordance with the details and standard of reporting requirements and lodgement requirements specified below.

	Reporting period and due date	Details and standard of reporting	Lodgement	
Annual 31 August of Forward Plan each year		You will provide the Department with a detailed Annual Forward Plan for the year (July-June of each year of the agreement) outlining Your service model and how this will achieve the agreement deliverables and outcomes for that year. The Communicable Diseases Branch (CDB) will confirm approval, or whether amendments are required before the Annual Forward Plan can be approved, within 10 working days from the date of submission.	Annual Forward Plan must be submitted via email at s.73 - Irrelevant information health.qld.gov.au	
Performance Measurement Data Written Report	Reporting period: July to December of previous year Due date: 31 January of each year	Performance Measurement Data as specified in item 7.1 must be collected in accordance with the data requirement and the applicable funding specification document listed at Item 6.3.	Performance Measurement Data must be submitted via email at s.73 - Irrelevant information @ health.qld.gov.au	
Performance Measurement Meetings	Reporting period: January to June each year Due date: 31 July of each year	You will meet with representatives of the Department annually to discuss service delivery for the previous six month period January to June including the outcome measures to be reported annually only (denoted by #) and to consider priorities for the next 12 months of service ahead of submission of the Annual Forward Plan for the year.	PowerPoint presentation and accompanying written material must be submitted via email at s.73 - Irrelevant information @ health.qld.gov.au	
		This should be in the form of a PowerPoint presentation or similar, and must include a report against the output measures, quality measures and all outcome measures at Item 7.1 of this Funding Schedule for the previous six month period January to June. The report on these measures should be followed by a discussion to inform service delivery plans for the next 12 months and how these will contribute to the outcomes of the agreement. The presentation, or a version thereof, and any accompanying written material, including documents referred to and discussed in the meeting, should be submitted to the Department following		

		the meeting.	
General Performance Meeting	Reporting period: As agreed in consultation with You	You will meet with Us from time to time as agreed in consultation with You, to provide verbal performance progress updates on Item 6.2 and Item 7.1 of this Funding Schedule.	

8. TIMING OF FUNDING PAYMENTS

Payments of the Funding will be made in instalments as specified below.

Funding type	Payment basis and due dates		
Per annum Funding (see item 5.1 of this Schedule)	We will provide Funding as set out in item 5 of this Funding Schedule payable quarterly in advance, subject to You having complied with all of Your obligations in relation to the Funding and Services under this Funding Schedule.		
One-off Funding (see item 5.2 of this Schedule)	Not applicable.		

9. SPECIAL CONDITIONS

Review of Deliverables and Services

- 9.1. You must meet with Us in 2019 but not later than 31 July 2019 at such time and such place as advised by Us to You in writing, to discuss Your performance of the Deliverables specified in Item 6.2, Funding Schedule to this Agreement, and otherwise the Services under this Agreement (Review).
- 9.2. We may after the Review, request that You:
 - (a) cease performing a Deliverable/s;
 - (b) decrease the scope of a Deliverable/s;
 - (c) increase the scope of a Deliverable/s; and
 - (d) include a new Deliverable/s,
 - (Variation).
- 9.3. If we request a Variation under clause 9.2 (c) or 9.2 (d), We will have regard to Your ability to undertake the Variation, including but not limited to; Your skill, knowledge, expertise, and staffing resources. Any dispute by the parties in relation to clause 9.2 will be dealt with in accordance with clause 27 of this Agreement. For clarity, any request by Us to You to cease or decrease the scope of a Deliverable will be in Our absolute discretion.
- 9.4. Despite any changes to the Deliverables under clause 9.2, the Funding under this Agreement will not increase or decrease.
- 9.5. Unless otherwise agreed to by Us in writing, a failure by You to participate in the Review, is a breach of this Agreement and we may exercise our rights under clause 13 of the Standard Terms of this Agreement.

10. ATTACHMENTS

Not applicable.



Department of Health

Enquiries to:

Community Services Funding

Branch

Telephone: File No: Doc Ref:

QCOS/10831 401661

Ms Jenny King Chairperson Respect Inc 28 Mein Street SPRING HILL QLD 4000

Dear Ms King

I refer to my Invitation to Treat – Social Services Service Agreement letter dated 16 May 2017 enclosing for execution two copies of the Service Agreement for the Prevention and Testing Program, Project ID: 72239 for the period 1 July 2017 to 30 June 2021 and the copies of the Service Agreement returned signed by Respect Inc, dated 23 May 2017.

I understand from your subsequent telephone conversations with Ruth Lauchlan, Finance Transactional Services and Maren Neumann, Community Services Funding Branch, that the two copies of the Bank Details form completed and returned as part of the signed Service Agreement contained incorrect bank account details.

Accordingly, please find enclosed two blank copies of the Banking Details form (Attachment 1 of the Service Agreement Funding and Service Details) to be completed with the correct banking details for Respect Inc and returned within 7 days to:

The Senior Director, Community Services Funding Branch Healthcare Purchasing and System Performance Division Queensland Health GPO Box 48 BRISBANE QLD 4001

For clarity, we require two original Banking Details forms.

Should you have any questions regarding the Service Agreement, Maren Neumann, Senior Project Officer, Community Services Funding Branch, will be pleased to assist you and can be contacted by telephone on or by email at S73-Irrelevant information or by email at <a href="mailto:specific-square: 20% or square: 20% or square:

Yours sincerely

Kim Woolgar

Senior Director – Community Services Funding Branch Healthcare Purchasing and System Performance Division

L/ 6/2017

Office Level 12

Level 12 33 Charlotte Street BRISBANE QLD 4000 Postal GPO Box 48 BRISBANE QLD 4001 Phone s.73 - Irrelevant information Email s.73 - Irrelevant information @health.qld.gov.au

Attachment 1

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

Respect Inc	
by way of direct deposit to the following account	t:
Name of Approved Financial Institution:	73 - Irrelevant information
Institution/State/Branch Number:	
Account number:	
Account name:	
Signature:	10-tout
Name (please print):	CANDI FORREST
Position:	TREASURER
Contact phone number:	s.73 - Irrelevant information
Name of Institution: Signature: Name (please print): Position:	
Date:	
•	BANK STAMP
SECTION C – FOR FORWARDING OF REMIT	TANCE ADVICE DETAILS
Address:	
Fax number:	Kim Woolgar
Emaile	Servior Director Community Services Bunding Branch
Email:	Chairing Dialich

EXECUTED as an Agreement

SIGNED for and on behalf of the State of Queensland acting through Queensland Health ABN: 66 329 169 412 by its duly authorised representative:

(signature)

* Naomi Hebson
(name)

* Executive Director
(position)

* 01 / 07 / 2020

(date)

SIGNED for and on behalf of Respect Inc, ABN: 47 552 535 661 as its duly authorised officer;

s.73 - Irrelevant information

(signature)

* Mikhala Batiste
(name)

* Treasurer
(position)

* 5-6-2020
(date)

PARTICULARS

1. Department	Queensland Health ABN 66 329 169 412
2. Funded Organisation	Respect Inc, Org ID: 3065 ABN: 47 552 535 661
3. Funding and Timing	COVID-19 Immediate Support Measures, Project ID: 76239 \$150,799 (excluding GST) to be paid as follows: We will provide Funding payable once-off in advance, subject to execution by Queensland Health.
4. Governing Act	Not applicable.
5. Services	You will deliver the Services specified in the COVID-19 Grant Funding: Immediate Support Measures (Ref No: CSFB19.20-12) approved by Us – Attachment 3.
6. Service Users	Sex workers
7. Deliverables	You will provide counselling sessions for staff, upgrades to IT equipment and a short-term increase to workforce to provide additional capacity during COVID-19, as detailed in Attachment 3.
8. Service Delivery Requirements	Not applicable.
9. Quality Standards	The Services must be delivered in compliance with the Quality Standards specified in Clause 8 Quality Framework and Reporting of the Funding and Service Details of Service Agreement 2017-18.3065.001 between You and Us, dated 13 June 2017.
10. Reporting Requirements	Directors' Certification, due by 31 January 2021
	Financial Acquittal, due by 31 January 2021
	Performance Acquittal (Summary Report) due by 31 January 2021
11. Other Insurance	Workers' Compensation Insurance in accordance with the Workers' Compensation and Rehabilitation Act 2003 (Qld);
	Professional Indemnity for the amount of \$10 million per claim.
12. Agreement Expiry Date	30 November 2020
13. Special Conditions	Transition planning and management will be considered in implementation of these Services to ensure that activities are finalised by the Agreement Expiry Date.
	Funding under this agreement is provided on a one-off basis only. Any ongoing or subsequent costs for the services detailed in Attachment 3 must be managed by Respect Inc.
Assets	Not applicable.
Notice Details	Us:

Address: GPO Box 48 BRISBANE QLD 4001

Telephone: s.73 - Irrelevant information

Email 5.73 - Irrelevant information @health.qld.gov.au

Attention: Senior Director, Community Services Funding Branch

Address: 28 Mein Street SPRING HILL QLD 4000

Telephone: s.73 - Irrelevant information
Email: s.73 - @respectqld.org.au
Attention Mr Robert Fawkes, Chairperson

Attachment 1 - Financial Report Template

Org Id:	3065	Orgai	nisation:	_	Respect Inc		
SP Id:	5127	Servi	Service Provider:		Respect Inc		
Project Id:	76239	Proje	ct Name:	_	COVID-19 Immed	diate Support Measures	
	Please	tick the	period relevan	it to th	is financial repo	rt	
1 July to 30 S	September			1 July	to 31 December		
1 July to 31 N	∕larch			1 July	to 30 June		
ABN:		 -					
					Effective from	:/	
GST Status:	Registered		(please tick)		Effective from	:/	
	Not Registere	ed 🗆	(please tick)				

An income and expenditure report from an Accounting Package (e.g. MYOB/Quickbooks) should be submitted where possible. Please ensure that operating and one-off income and expenditure are clearly and separately identified. Please provide reasons for any surplus or deficit identified.

RECEIPTS				
	Annual Allocation	Actual Income to Date		
Queensland Health Operating Funds	\$	\$		
Queensland Health One-off Funds		\$		
Rollover surplus from previous financial year approved for one-off expenditure		\$		
Interest earned on Queensland Health Funds		\$		
Other Income		\$		
TOTAL INCOME TO DATE		\$		
E	XPENDITURE			
Budget Items	Forecast Budget for Financial Year to Date	Actual Expenditure for Financial Year to Date		
Direct Expenditure E.g. Salaries/ on costs				
TOTAL (Direct Expenditure)	\$	\$		
Indirect Expenditure E.g. Admin / Operating	I	I		
TOTAL (Indirect Expenditure)	\$	\$		
TOTAL OPERATING EXPENDITURE				
One-off Expenditure	I			
TOTAL ONE-OFF EXPENDITURE		\$		
TOTAL EXPENDITURE TO DATE		\$		

Attachment 2 - Directors' Certification

Organisation:	Respect Inc, Org ID: 3065
Service Provider:	Respect Inc, SPID: 5127
Project:	COVID-19 Immediate Support Measures, Project ID: 76239

Please tick the	ereporting	period end date relev	ant to	o this certification, or specify other
30 September		31 December		
31 March		30 June		Other:

We hereby certify that:

- · we have only used the Funding to deliver the Services specified in the Particulars;
- we have not used the Funding to make payments that are inconsistent with the Services specified in the Particulars;
- · we have held the Funding in an account at an Approved Financial Institution;
- we have maintained separate and readily identifiable ledger accounts to record the Organisation's receipt and expenditure of the Funding;
- adequate control procedures exist in recording, authorising payments, recording receipts and bank reconciliations;
- the information contained in Financial Reports reflect the performance of the Services;
- we have maintained safety and quality requirements for the Services as specified in the Particulars;
- all terms and conditions of the Service Agreement have been complied with; and
- the undersigned are authorised to sign on behalf of the Organisation.

Signature	Signature	
Print Full Name	Print Full Name	
Position	Position	
(Authorised Officer)	(Authorised Officer)	
Date	Date	

Attachment 3

Community Services Funding Branch CSFE2019.20-012

Section 3 – Service Provider response

Service Provider to complete and sign Section 3 and submit to information The airh. ald. aov. au

	nae to Raqueel for Proposol
Service Provider legal entity name	Respect Inc
ACN/ABN	abn: 47552535661 Incorporation #: IA37574
Address	28 Mein street, Spring Hill, 4000
Postal Address	(as above)
Address Postal Address	28 Mein street, Spring Hill, 4000

	s.47(3)(b)	
	Proposal and Budget sho	uld be not more than 2 pages maximum
Contact Person, authorisation and execution by Service	As the authorised officer na	med below, I certify that: submit the Service Provider's response as the Service
Contact Person, authorisation and execution by Service	As the authorised officer na (a) I am authorised to Provider's represe (b) The Service Provider of the Request for	med below, I certify that: submit the Service Provider's response as the Service ntative. ler understands and has compiled with the Requirements Proposal.
Contact Person, authorisation and execution by Service	As the authorised officer na (a) I am authorised to Provider's represe (b) The Service Provider of the Request for	med below, I certify that: submit the Service Provider's response as the Service ntative. Ier understands and has compiled with the Requirements
Contact Person, authorisation and execution by Service	As the authorised officer na (a) I am authorised to Provider's represe (b) The Service Provid of the Request for (c) The Service Provider	med below, I certify that: submit the Service Provider's response as the Service ntative. ler understands and has compiled with the Requirements Proposal.
Contact Person, authorisation and execution by Service	As the authorised officer na (a) I am authorised to Provider's represe (b) The Service Provider of the Request for (c) The Service Provider any way.	med below, I certify that: submit the Service Provider's response as the Service ntative. for understands and has compiled with the Requirements Proposal. fer's response is complete, accurate and not misleading in
Doctorations Contact Person, authorisation and execution by Service Provider	As the authorised officer na (a) I am authorised to Provider's represe (b) The Service Provid of the Request for (c) The Service Provid any way. Name:	med below, I certify that: submit the Service Provider's response as the Service ntative. Ier understands and has compiled with the Requirements Proposal. Ier's response is complete, accurate and not misleading in

Schedule A - RFQ Conditions

1. Interpretation

These Request for Quote (RFQ) Conditions may be used where a Customer is seeking quotes to enter into a Contract.

2. Invitation Process

2.1. Supplier acceptance

By submitting a quote, the Supplier:

- (a) accepts these Request for Quote Conditions.
- (b) offers to enter into a Contract with the Customer to provide the Goods, Services and Deliverables.

and the Customer may accept the quote during the Offer - Validity Period.

2.2. Customer discretion

The Customer may make any changes to the invitation Process in its absolute discretion, by notifying the Supplier including by publication on the Queensland Government QTenders website. Without limitation, the Customer may.

- (a) add or change Requirements;
- (b) amend dates including extend the Closing date and time:
- (c) consider or reject a quote received after the Closing date and time:
- accept non-Conforming Offers, alternative or inhovative offers, quotes in part, or multiple quotes;
- (e) reject any or all quotes;
- (f) amend the evaluation criteria stipulated in the Request for Quote:
- exercise discretion in evaluating any subjective evaluation criteria;
- (h) negotiate with one or more Suppliers and allow any Supplier to vary its quote;
- interview, negotiate or hold discussions with any Supplier or prospective Supplier on any matter contained (or proposed to be contained) in a quote to the exclusion of others;
- request some or all Suppliers to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews;
- (it) obtain information about the Supplier, relevant to the evaluation criteria, that may be held by any Government Department or instrumentality and take the information into account in assessing the offer;
- change the terms and conditions applicable to the invitation Process, including terms of the proposed Contract or
- (nt) cancel the invitation Process.

The Supplier will not make any claim in connection with a decision by the Customer to exercise or not to exercise any of its rights in relation to the invitation Process.

3. Alternative offers

The Queensland Government procurement policy promotes an outcome focussed approach, seeking apportunities to innovate and improve value for money. Suppliers are encouraged to submit alternative offers and innovative offers where they believe that the alternative will promote the Customer's objectives.

4. No reliance on information

The Supplier is responsible for making its own investigation and assessment about all matters relevant to the Request for Quote, the Requirements, the accuracy of all information and documents provided by or on behalf of the Customer, and all other matters relevant to the Supplier's quote.

5. Supplier oost

Participation in the invitation Process is at the Supplier's cost. The Customer is not required to pay compensation to the Supplier in relation to the invitation Process in any circumstances, for any reason.

8. Subject to contract

No contract will be formed between the Customer and the Supplier unless and until the Customer accepts the Supplier's quote in writing or both parties sign a contract document.

7. Compliance

The Supplier must:

- (a) (communication) direct all enquiries relating to the Request for Quote to the Customer's nominated contact person, and not discuss the Request for Quote with any other person except as required to prepare its quote.
- (a) (accuracy) ensure that all information provided as part of its quote is complete, accurate, current, and not misreading.
- (c) (Laws) comply with all Laws.
- (d) (confidentiality) keep confidential all Confidential information which it obtains as part of the invitation Process, not use it except for the purpose of responding to the Request for Quote, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the Request for Quote, or with the Customer's consent, or to the extent required by Law, or to its professional advisors.
- (e) (privacy) if it collects or has access to any Personal information in connection with the Invitation Process, comply as if it was the Customer with the privacy principles in the Information Privacy Act or the Australian Privacy Principles in the Privacy Act, as applicable, in relation to that Personal Information and comply with all reasonable directions of the Customer relating to the Personal Information;
- (f) (no publicity) not make any public announcements or advertisement relating to the invitation Process.
- (g) (competitive neutrality) if the Supplier is a government owned business, local government, or Commonwealth, State or Territory or authority, price its quote to comply with the competitive neutrality principles of the Supplier's jurisdiction.
- (h) (personnel) ensure that its personnel also comply with these requirements.
- (ii) (acouracy of Information) ensure that all representations, warranties, declarations, statements, information and documents ("information") made or provided by the Supplier in connection with the invitation Process are complete, accurate, up-to-date and not misleading in any way. The Supplier must immediately tell the Customer if any information is or becomes.

Queensland Health – Request for Proposal – November 2019 V.2.1 8

8



Service Agreement - Standard Terms

Version 1.1 - dated 17 February 2015

PLEASE NOTE:

The Service Agreement comprises two parts:

- Funding and Service Details
- Standard Terms

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BACKGROUND

- A. The Queensland Government administers various funding programs across a range of social service areas.
- B. These terms are standard terms upon which funding is granted under social service programs administered by the Queensland Government.
- C. The relationship between You and Us is one of mutual respect. The parties have a shared goal to ensure the delivery of quality and effective services, to work collaboratively and constructively and in a spirit of goodwill, while acknowledging the requirement for accountable, responsible and effective expenditure of public monies.

1. Service Agreement – general provisions

1.1 Terminology

- (a) In the Service Agreement, certain words and phrases have defined meanings. They are indicated by capital letters (e.g. Funding).
- (b) Definitions of words or phrases used in the Service Agreement, including these Standard Terms, are in clause 31.
- (c) Some words or phrases that are used only in the Funding and Service Details are defined in that document.

1.2 Service Agreement terms

- (a) The Service Agreement sets out the terms and conditions on which We will provide Funding to You and on which You must deliver Services. The Service Agreement is comprised of:
 - (i) the Funding and Service Details, which:
 - A. contain terms about Funding and Services that relate to the type of Funding and Services; and
 - B. incorporate Funding Schedules, which contain some specific terms about particular Funding and Services; and
 - (ii) these Standard Terms, which contain general terms that apply to Funding and Services.
- (b) The Funding and Service Details may also specify or refer to documents, specifications, guidelines, policies or standards that You must comply with, meet or have regard to in relation to particular Funding or Services.
- (c) The Service Agreement also includes any document that the parties may sign from time to time, varying or extending it, including any variation agreement referred to in clause 2.2.
- (d) New versions of these Standard Terms may be issued from time to time. You will be notified about any such new version and the date that it is to take effect from and, from the date stated in the notice, the new version will apply to all Funding and Services under the Service Agreement, including Funding already provided, or agreed to be provided, to You as at that date. This will not limit or affect any right of action or remedy that has accrued as at the date the new version of these Standard Terms takes effect.

1.3 Order of precedence

If, in relation to any Funding or Services, there is any ambiguity in or inconsistency between the documents comprising the Service Agreement, the following order of precedence will apply to resolve the ambiguity or inconsistency:

- (a) any Departures in the Funding and Service Details;
- (b) the remaining terms in the Funding and Service Details, excluding the relevant Funding Schedule:
- (c) the Special Conditions (if any);
- (d) these Standard Terms; and
- (e) the Funding Schedule.

1.4 Term of Service Agreement

The Service Agreement will commence on the Agreement Commencement Date and, unless terminated earlier, will continue until the Agreement Expiry Date.

WHAT WE MUST DO

2. Our obligations

2.1 General

- (a) We will pay the Funding to You in a timely and accountable manner.
- (b) Our obligation to provide the Funding to You will start at the Schedule Start Date and will stop at the earlier of:
 - (i) the Schedule End Date or the Agreement Expiry Date;
 - (ii) termination of the Funding Schedule, or relevant part of the Funding Schedule; or
 - (iii) termination of the Service Agreement.
- (c) When a Funding Schedule expires, then, subject to clause 2.1(d), the Funding Schedule will automatically be severed from the Service Agreement.
- (d) The expiry or termination of a Funding Schedule or the Service Agreement will not affect any right of action or remedy that has accrued as at the date of expiry or termination.

2.2 Additional Funding

During the Term, We may provide additional Funding to You. Additional Funding may be provided under an additional or replacement Funding Schedule added to the Service Agreement by, or a variation to a Funding Schedule described in, a variation agreement signed by both parties in accordance with clause 8.1(a).

2.3 Our conduct

- (a) We will liaise and work collaboratively with You to:
 - (i) improve Our knowledge base of service delivery practice and outcomes;
 - (ii) ensure effective expenditure of public monies; and

- (iii) monitor, review and evaluate the Services.
- (b) We will provide You with current information, including relevant government policies, procedures and guidelines, applicable to the use of the Funding and delivery of the Services.
- (c) We are subject to the Information Privacy Act 2009 and the Right to Information Act 2009.

WHAT YOU MUST DO

3. Use of Funding and delivery of Services

3.1 General

- (a) You must:
 - (i) use the Funding and deliver the Services strictly in accordance with the Service Agreement;
 - (ii) comply with any policies notified to You by Us;
 - (iii) promptly notify Us of any relevant matters that You reasonably think might affect Your ability to deliver any of the Services or meet Your obligations under the Service Agreement;
 - (iv) comply with any legislation and requirements of any Commonwealth, State, Territory or local authority in relation to the Funding, the Services and the Service Agreement, including a Governing Act; and
 - (v) obtain and maintain all permits, registrations and licences required to be taken out in connection with Your performance of the Services.
- (b) You are responsible for ensuring compliance with Your obligations under the Service Agreement, despite:
 - (i) any assistance We may provide, including under clause 4.2;
 - (ii) any payment to You, or withholding of payment, by Us;
 - (iii) any arrangement under which any of the Services are delivered under Your auspices; or
 - (iv) any subcontracting of the Services.

3.2 Service commencement and delivery

- (a) You must:
 - (i) start delivering the Services by no later than the Schedule Start Date or, if an Establishment Date is specified, by the Establishment Date, except where otherwise agreed or notified by Us;
 - (ii) continue delivering the Services until the Schedule End Date;
 - (iii) comply with the Service Delivery Requirements; and
 - (iv) deliver or achieve the Deliverables.
- (b) If any of the Services are to cease to be delivered, including because a Funding Schedule

expires or is terminated or the Funding is suspended, You must:

- (i) cooperate with Us, if We require, in relation to:
 - A. the process that You will employ to cease those Services;
 - B. the continuity of those Services to the Service Users; and
 - C. handling of records and information in relation to those Services; and
- (ii) comply with any notice that We give You about the transfer or disposal of any Funded Assets.
- (c) You must not cease or change any of the Services without Our prior written approval.

3.3 Quality standards

You must comply with any quality standards in relation to the Services specified in the Funding and Service Details.

3.4 Your conduct

- (a) You must conduct all activities that comprise the Services diligently, effectively and in a professional manner, including by:
 - (i) delivering the Services without coercion and in a manner that promotes the privacy, dignity, self-esteem and independence of Service Users; and
 - (ii) providing Service Users with access to and assistance with the Services on the basis of need, but otherwise on a non-discriminatory basis, except where the Services are delivered to meet the needs of specific Service Users.
- (b) You must collaborate and coordinate with other community organisations and government agencies within the service system in which Your organisation is operating with a view to delivering the most effective Services for the overall benefit of Service Users.

3.5 Your dispute resolution and complaints

- (a) You must:
 - (i) have and comply with a dispute resolution procedure for disputes between You and Service Users concerning any of the Services and You must make the procedure available to all Service Users;
 - (ii) keep and implement a document outlining Your procedure for dealing with complaints that any person may make about any of the Services and make it available for viewing by any person on request; and
 - (iii) advise any person who makes a complaint about any of the Services that they may complain to Us or a complaints agency if they are not satisfied with the outcome of the complaint.
- (b) You must not discontinue or reduce any of the Services, or otherwise take recriminatory action, because a person makes a complaint to You about any of the Services, provided that this does not preclude You from taking action as necessary to ensure safety and prevent harm to Service Users and others that may come to Your notice through the lodgement of the complaint.

4. Other obligations

4.1 Liaison with Our Contact Officer

You must:

- (a) communicate with and provide information to Us as We may require; and
- (b) comply with all of Our requests, directions, and monitoring requirements to Our satisfaction.

4.2 Monitoring of the delivery of Services

- (a) Both parties agree to meet or make contact during the Term for the purposes of monitoring the delivery of the Services and assisting You to perform Your obligations under the Service Agreement, which may include visits by Us to Your premises and access by Us to Your records, wherever they are located.
- (b) We can, at any time, conduct a review of any of the Services to assess service or program effectiveness or supporting improvements in the delivery of those Services. The review may include gathering and analysing information about the Services for the purpose of assessing the functioning and effectiveness of the Services or any system or program associated with the Services.
- (c) You must make available to Us all information and documents that We request for the purpose of clauses 4.2(a) or (b) and warrant that such information and documents are true and correct to the best of Your knowledge.

Note: A review under clause 4.2 is separate from a Performance Review conducted under clause 12.1

4.3 Your employees

All personnel that You employ in any capacity are Your responsibility. You will be responsible for payment of all wages and entitlements to Your employees.

4.4 Your financial viability

During the Term, You must not incur a level of financial indebtedness or financial difficulty such that, in Our opinion, You will not be able to comply with Your obligations under the Service Agreement.

4.5 Notifications

Changes

(a) You must notify Us of any changes to Your details in the Funding and Service Details in the way We require.

Other funding received by You

- (b) If You receive other funds from either the Commonwealth Government, another State Government department or authority or any other entity providing funds for meeting the costs of:
 - (i) any of the Services; or
 - (ii) other services or activities that are of a similar nature to any of the Services,

You must notify Us of the amount and purpose of the additional funds received, unless We state otherwise.

Notifying alleged misconduct

(c) If You are, or become, aware of an allegation that raises a reasonable suspicion of misconduct or dishonesty of a serious nature relating to the use of the Funding or the operation of the

Services, including an allegation of an offence liable to imprisonment against You or Your employees, volunteers, agents or subcontractors then, You must:

- immediately notify Us if the allegation involves misconduct or dishonesty concerning You;
 and
- (ii) in all cases, report the allegation to a relevant authority such as the Queensland Police Service and notify Us when You have reported it.

Notifying major incidents

- (d) You must notify Us within 1 Business Day after You become aware of:
 - (i) an incident that affects or is likely to affect the delivery of any of the Services;
 - (ii) an incident that relates to any of the Services or Service Users and that requires an emergency response including fire, natural disaster, bomb threat, hostage situation, death or serious injury, or threat of death or serious injury, of any person or any criminal activity:
 - (iii) an incident that may relate to any Service Users subject to interventions by Us, staff and carers; or
 - (iv) a matter where significant media attention has occurred or is likely to occur.

Notification of amendment

(e) You must notify Us of any amendment to Your Constitution within 20 Business Days after the amendment is made.

4.6 Cultural accessibility

- (a) You must ensure that the Services are culturally accessible to Aboriginal and Torres Strait Islander peoples and to people from culturally and linguistically diverse backgrounds, recognising the diversity of needs of people, including specific needs, from urban, regional and remote areas.
- (b) Where the target group for the Services is Aboriginal and Torres Strait Islander peoples, You must, if We request, provide evidence to Our satisfaction that individuals, families, cultural custodians, clan and language groups, community organisations, communities or representatives deemed appropriate by the community to which the Services are being delivered, are engaged in the design, delivery and evaluation of programs and the Services to ensure they are appropriate to local community and cultural needs.

5. Your reporting obligations

5.1 Reporting Requirements and other information

- (a) You must comply with the Reporting Requirements.
- (b) We may, by giving You notice, require that You provide some or all of the reports specified in the Reporting Requirements more or less regularly than stated in the Reporting Requirements.
- (c) In addition to the Reporting Requirements, We may, by giving You notice, require that You supply Us with information in any way concerning You, Your delivery of the Services or the carrying out of Your obligations under the Service Agreement, including performance or financial reports.
- (d) A notice that We give You under clauses 5.1(b) or (c) need not be in any specified form but

must state:

- (i) in the case of a notice under clause 5.1(b), the relevant reports and how regularly You must give them to Us; and
- (ii) in the case of a notice under clause 5.1(c):
 - A. the information We require;
 - B. the way that We require You to provide the information; and
 - C. the time within which You are required to provide the information.
- (e) If We require information under clause 5.1(c), You must provide that information to us within the timeframe specified in the notice.

5.2 Standard of reporting and method of lodging

All reports and information provided by You under the Service Agreement, including under the Reporting Requirements, must be:

- (a) true and accurate in all respects;
- (b) of a standard and in a format acceptable to Us; and
- (c) provided to Us electronically via the reporting system specified as part of the Reporting Requirements or by such other method as specified in any notice given to You under clause 5.1(c) or as otherwise notified to You by Us from time to time.

5.3 Failure to comply with Reporting Requirements or provide information

Without limiting any other provision of the Service Agreement, if You fail to comply with any Reporting Requirement or to provide information required under clause 5.1(c), this may adversely impact on any decision We may make about providing additional funding to You under the Service Agreement or any other subsequent funding assistance.

ABOUT THE FUNDING

6. Payment of Funding

6.1 Mechanism for payment

- (a) We will provide the Funding to You by instalments in accordance with the Funding Schedule.
- (b) We may withhold any instalment of the Funding if You have not complied with any obligation under the Service Agreement, including Your obligation to submit reports or information as required under clause 5.

6.2 Changes to the amount and timing of instalments

- (a) We may vary:
 - (i) the timing of instalments in relation to the Funding (and therefore the timing and amount of each subsequent instalment of the Funding); or
 - (ii) the periods and dates stated in the Service Agreement, either generally or in relation to particular Funding.

(b) We will give You 7 Business Days notice of any such variation.

6.3 Applying for an emergency advance of Funding

- (a) In the case of an emergency, You may make a written request for an instalment of the Funding in advance.
- (b) We may request any additional information from You before deciding whether to advance an instalment of the Funding to You under clause 6.3(a).

6.4 Future Funding

You acknowledge and agree that We are under no obligation to provide the Funding to You beyond the expiration or termination of the Funding Schedule or the Service Agreement.

7. Administration and expenditure of Funding

7.1 Your use of Funding

- (a) You must use the Funding only:
 - to deliver the Services specified in the Funding Schedule, unless otherwise approved by Us in writing;
 - (ii) in accordance with the Funding Schedule and the requirements of a Governing Act; and
 - (iii) within any time period stipulated in the Funding Schedule, or elsewhere in the Service Agreement, for expenditure of the Funding.
- (b) You must not, without Our prior written approval, use the Funding to:
 - (i) provide security for any purpose;
 - (ii) make a loan or gift for any purpose;
 - (iii) pay sitting fees to directors, management committee members, members of Your organisation or any other person; or
 - (iv) make payments that are inconsistent with the Services specified in the Funding Schedule.
- (c) If You use the Funding for a purpose other than those permitted under the Service Agreement, or as otherwise approved by Us, then, without limiting any other rights We may have, We may notify You that You are required to repay the Funding that has been so spent, used or applied, within the period stated in the notice, which will be not less than 10 Business Days. This amount will be a debt due and owing to Us by You.
- (d) If You use the Funding to provide cash cheques or cash advances then You must keep a record of the date, amount, recipient and purpose of any cash cheque that You issue or cash advance that You make.
- (e) You must hold the Funding in an account at an Approved Financial Institution.
- (f) Where You receive the Funding, wholly or partly, to employ staff and are bound by a registered industrial instrument requiring the payment of termination or redundancy payments in appropriate circumstances, the Funding may only be used for termination or redundancy payments if:
 - (i) the Funding is stopped due to circumstances stated in clause 15.1; or

- (ii) You have obtained Our prior written approval.
- (g) The Funding may be used to obtain and maintain permits, registrations and licenses required to be taken out in connection with Your performance of the Services specified in the Funding Schedule.

7.2 Earnings

You must use and deal with any money earned by You from:

- (a) interest on the Funding; or
- (b) the operation of the Services (for example fees, rent, board, service charges),

as if the money earned was part of the Funding provided to You.

7.3 Unspent amounts

If You provide a report or other information in accordance with clause 5 which shows that any part of the Funding for the previous period is unspent by You, then We may:

- (a) authorise You to retain the unspent Funding and to expend some or all of it for an approved purpose, on terms and conditions specified by Us;
- (b) reduce a future payment or instalment of the Funding to take account of the unspent Funding; or
- (c) notify You that You are required to repay the unspent Funding to Us, within the period stated in the notice, which will be not less than 20 Business Days. That amount will be a debt due and owing to Us by You.

7.4 Remaining part of Funding held by You

- (a) If, at the expiration of the Funding Schedule or the Service Agreement, any of the Funding has not been spent by You, We may:
 - (i) notify You that You are required to repay the unspent Funding to Us, within the period stated in the notice, which will be not less than 20 Business Days. That amount will be a debt due and owing to Us by You; or
 - (ii) authorise You to retain the unspent Funding and to expend some or all of it for an approved purpose, on terms and conditions specified by Us.
- (b) We will only require You to repay the unspent Funding under clause 7.4(a)(i) after following any applicable show cause process required under a Governing Act.

7.5 Accountability for Funding

You must maintain separate and readily identifiable ledger accounts to record Your receipt and expenditure of the Funding.

8. Varying the Services or Funding

8.1 Variation to Services or Funding

The parties acknowledge that:

(a) the Service Agreement, or any part of it, may be varied by a variation agreement signed by an authorised representative of Ours and Yours; and

(b) a variation which reduces or increases the scope of the Services may result in a reduction of or increase in (as the case may be) the amount of, or any future instalment of, the Funding.

8.2 Increase in Funding

We may increase the Funding from time to time without a variation to the Service Agreement, provided that:

- (a) We will notify You about any such increase and the relevant Funding Schedule will be deemed varied in accordance with the notice; and
- (b) a formal variation to the Service Agreement will be required where new or expanded Services are to be provided by You in connection with the increase in the Funding.

9. GST

9.1 Amounts specified exclusive of GST

- (a) The amount of the Funding as set out in a Funding Schedule is exclusive of GST.
- (b) We will pay You the GST Amount at the same time as paying You the Funding if You are registered for GST.

9.2 Adjustment

If, for any reason, including:

- (a) any amendment to the GST Legislation;
- (b) the issue of a ruling or advice by the Commissioner of Taxation;
- (c) a refund in respect of a supply made under the Service Agreement; or
- (d) a decision of any tribunal or court,

the amount of GST paid by Us differs from the amount of GST paid or payable by You to the Commissioner of Taxation, then We must issue an appropriate adjustment note and any difference must be paid to or by Us as the case may be.

9.3 Exchange of information

The parties agree to exchange such information as is necessary to enable each party to accurately assess its rights and obligations under this clause.

9.4 Recipient Created Tax Invoice

If you are registered for GST, You agree that We may issue You with RCTIs in respect of GST applicable to any payments of the Funding. The following requirements will apply for the duration of the Service Agreement:

- (a) We may issue You with an RCTI in respect of any Taxable Supply;
- (b) You must not issue a tax invoice in respect of a Taxable Supply for which We issue an RCTI;
- (c) You acknowledge that You are registered for GST and agree to notify Us if You cease to be registered or if You cease to satisfy any of the requirements relating to RCTIs; and
- (d) We acknowledge that We are registered for GST and agree to notify You if We cease to be registered or if We cease to satisfy any of the requirements relating to RCTIs.

We will issue an RCTI upon each payment of the Funding made to You during the Term.

9.5 Remittance

You must remit any GST Amount(s) that We pay to You to the Australian Taxation Office as required by the GST Legislation.

10. Your acknowledgment of Funding

- (a) You must ensure that the Funding is acknowledged in Your annual report (if You produce an annual report) and promotional materials relating to the Services.
- (b) Any acknowledgement in promotional material about the Services must use an acknowledgement logo which You must obtain from Us.

ASSETS

11. Assets

11.1 Purchase of Assets

- (a) Where a Funding Schedule specifies that one-off Funding is provided for the purchase of a specific Asset, the Funding may only be used for the purchase of that Asset.
- (b) The Funding may not be used in any circumstances for the purchase of major capital assets, like land or buildings.

11.2 Ownership of Funded Assets

You must be the legal and beneficial owner of any Funded Asset.

11.3 Your obligations regarding all Funded Assets

In relation to any Funded Asset, You must:

- (a) only use the Funded Asset for delivering the Services specified in the Funding Schedule, unless We approve otherwise in writing;
- (b) keep the receipts evidencing the expenditure of the Funding to purchase the Funded Asset and provide a copy of any such receipts to Us upon request;
- (c) not encumber, use as a security or deal with the Funded Asset other than in accordance with the Service Agreement, unless We approve otherwise in writing;
- (d) hold the Funded Asset securely and put in place reasonable safeguards against theft, loss, damage or unauthorised use;
- (e) maintain the Funded Asset in good working order;
- (f) if required, maintain registration and licensing of the Funded Asset;
- (g) comply with any request from Us concerning the Funded Asset, including in relation to any registration of Our interest in it under a Specific Security Agreement, if required by Us;
- (h) comply with any direction that We give You about the transfer or disposal of the Funded Asset under clause 3.2(b)(ii); and

be fully responsible for, and bear all risks relating to, the purchase, use or disposal of the Funded Asset.

11.4 Specific Security Agreements

- (a) In relation to any Funded Asset, We may require a Specific Security Agreement to be signed by You.
- (b) If We require a Specific Security Agreement to be signed:
 - (i) We will provide to You two copies of the Specific Security Agreement;
 - (ii) You must sign the Specific Security Agreement that We provide and return a signed original copy of it to Us; and
 - (iii) We will be entitled to register the Specific Security Agreement and, if We do so, We will pay any registration fees.

11.5 Requirements about certain Funded Assets

- (a) In relation to any Funded Asset that has a purchase price or market value of more than \$5,000 and a useful life greater than one year:
 - (i) You must record the following information about the Funded Asset in a register:
 - A. the Services it will be used to deliver:
 - B. a description of it, including model and engine number (if a vehicle);
 - C. the date of purchase and the name of the supplier;
 - D. the purchase or acquisition price;
 - E. the 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*;
 - F. its effective or useful life; and
 - G. its written down or book value; and
 - (ii) You must not sell, lease, mortgage, destroy, part with possession of or give it away, without Our prior consent, before the Schedule End Date, provided that this clause 11.5(a)(ii) will not apply to any Funded Asset that is the subject of a Specific Security Agreement.
- (b) If You breach clause 11.5(a)(ii), then the greater of:
 - (i) the amount of any proceeds that You receive; and
 - (ii) the value of the Funded Asset at the time of the breach,

will be a debt due and owing to Us.

- (c) If a Funded Asset is sold during the Term, You must use Your best endeavours to achieve a fair market value for the sale and, if directed by Us, either:
 - (i) apply sale proceeds only for the Services that the Funded Asset was used to deliver; or

(ii) pay the proceeds of the sale to Us.

PERFORMANCE REVIEW AND AUDIT ACCESS

12. Performance review and audit access

12.1 Performance review

- (a) We can, at any time, conduct a Performance Review. Where We consider it appropriate, We will involve You in any Performance Review.
- (b) A Performance Review may include gathering and analysing information about the Services or Your use of the Funding, for the purpose of Us:
 - (i) assessing the extent to which terms of the Service Agreement can be, or are being, met by You; and
 - (ii) considering or recommending a course of action to ensure compliance or to seek a remedy of any non-compliance.
- (c) We will give You notice prior to conducting a Performance Review, which need not be in any particular form but will specify the Funding and Services that We wish to review and any premises to which We require access.

12.2 Auditors

We can, by notice to You, nominate auditors to conduct a Performance Review for Us or to conduct any financial and compliance audit of You.

12.3 Compliance with notice

If We give You a notice under clauses 12.1(c) or 12.2, You must:

- (a) comply with the notice;
- (b) give Our officers or employees or Our Auditors full and free access to:
 - (i) Your employees;
 - (ii) any premises where the Services are delivered or from which You conduct Your business: and
 - (iii) Your accounts, records, documents and papers that relate directly or indirectly to the receipt, expenditure, or payment of the Funding or the conduct of the Services; and
- (c) cooperate with Our officers or employees or Our Auditors, including by giving any assistance required to:
 - (i) meet with Your employees;
 - (ii) inspect the performance of the Services; and
 - (iii) locate and make copies of any of Your accounts, records, documents and papers that relate directly or indirectly to the receipt, expenditure, or payment of the Funding or the conduct of the Services.

12.4 Minimum interference

When conducting a Performance Review or audit under this clause 12, We will, and will procure Our Auditors to, use best endeavours to minimise interference to Your employees and the conduct of the Services.

12.5 Information to be provided

You must provide any information or documents that We or Our Auditors may request in relation to a Performance Review or audit and You warrant that such information and documents are true and correct to the best of Your knowledge.

12.6 Subcontracts

You must ensure that, where any of the Services are delivered under a subcontract, any subcontract contains equivalent clauses permitting Us and Our Auditors to have access to the employees, premises, accounts, records, documents and papers of the subcontractor to the same extent provided for in this clause 12.

12.7 Services delivered under Your auspices

You must ensure that, where any of the Services are delivered under Your auspices, the entity delivering those Services under Your auspices will permit Us and Our Auditors to have access to its employees, premises, accounts, records, documents, papers to the same extent provided for in this clause 12.

12.8 Application of this clause

Our rights under this clause 12 are in addition to any other rights We have under the Service Agreement or a Governing Act.

REDUCING, SUSPENDING OR STOPPING FUNDING

13. Suspending or stopping Funding

13.1 Suspension or termination by Us

- (a) We can take any Specified Action by giving You notice if:
 - (i) You breach any term of the Service Agreement;
 - (ii) an amendment to Your Constitution or operations means that You are no longer:
 - A. eligible for the Funding; or
 - B. able, in Our opinion, to comply with the Service Agreement;
 - (iii) You become insolvent; or
 - (iv) an actual Conflict of Interest arises.

We will only do this after following the show cause process in clause 14.

- (b) We can immediately take any Specified Action by giving You notice if:
 - (i) We have terminated any other service agreement with You because of an event or occurrence of the same type as specified in clause 13.1(a);

- (ii) You become subject to any form of external administration;
- (iii) You enter into an arrangement with Your creditors or otherwise take advantage of any laws in force in connection with insolvent debtors; or
- (iv) any:
 - A. steps or proceedings are commenced, and not withdrawn or dismissed within 5 Business Days; or
 - B. order made,

in relation to Your winding up, voluntarily or involuntarily.

We can do this without following the show cause process in clause 14, but Our notice to You will contain the reasons for Our decision.

(c) Our rights under this clause 13.1 are in addition to any other rights or remedies available to Us.

13.2 Termination by You

You may terminate:

- (a) a Funding Schedule, in which case the Funding under that Funding Schedule will stop; or
- (b) the Service Agreement, in which case all Funding payable under the Service Agreement will stop,

by giving Us at least 3 months notice.

13.3 Consequences of termination

- (a) If a Funding Schedule is terminated:
 - (i) the Funding provided under that Funding Schedule will immediately stop as at the date of termination;
 - (ii) the Funding Schedule will be severed from the Service Agreement;
 - (iii) You must:
 - A. comply with the requirements specified in the notice of termination, including about the transfer or disposal of Funded Assets;
 - B. do everything possible to mitigate all losses, costs and expenses that You may incur as a result of the termination; and
 - C. comply with clause 3.2(b) in relation to the Services; and
 - D. repay to Us any part of the Funding, whether unexpended or otherwise, that We notify You is required to be repaid (which notice may be in the notice of termination), within the period stated in the notice, which will be not less than 10 Business Days. That amount will be a debt due and owing to Us by You; and
 - (iv) the remaining Funding Schedules will not be affected unless, having regard to clause 1.4, the termination of a Funding Schedule means that the Term expires, in which case the Service Agreement will automatically terminate and clause 13.3(b) will apply.
- (b) If the Service Agreement is terminated, all Funding provided under the Service Agreement will

immediately stop as at the date of termination and clause 13.3(a)(iii) will apply to all Funding and Funding Schedules.

- (c) If a Funding Schedule or the Service Agreement is terminated for any reason:
 - (i) We will not be liable to pay You compensation for any loss of profit or benefits that You would have received had the termination not occurred; and
 - (ii) the termination will not limit, or adversely affect, any other right or remedy that may be available to Us or accrued as at the date of termination.

13.4 Relationship to Governing Act

We may take action under this clause 13 without having to give a compliance notice under a Governing Act or take any other compliance or enforcement action under a Governing Act, except if expressly required by a Governing Act.

14. Show cause process

- (a) If We reasonably suspect that any of the grounds or circumstances specified in clauses 13.1(a) apply, We may give You a show cause notice stating:
 - (i) the Specified Action We propose to take under clause 13.1(a);
 - (ii) the grounds for the Specified Action;
 - (iii) an outline of the facts and circumstances forming the basis for the grounds; and
 - (iv) an invitation to You to show, within a stated period, why the Specified Action should not be taken.
- (b) The Show Cause Period will be a period ending at least 7 days, or such longer period as required under a Governing Act, after the Show Cause Notice is given to You.
- (c) During the Show Cause Period, You may make written representations to Us, stating why the Specified Action should not be taken and We must consider all Representations You make.
- (d) If, after considering the Representations, We no longer believe the grounds exist to take the Specified Action, We will not take further action about the Show Cause Notice and will, as soon as practicable, give notice to that effect.
- (e) If You do not make any Representations or, after considering the Representations You make, We still believe the grounds exist to take the Specified Action and that the Specified Action is warranted, We may take the Specified Action and will notify You of Our decision.

15. Reduction of Funding or termination for other reasons

15.1 Reduction of Funding or termination in particular circumstances

- (a) We can reduce the amount of the Funding or terminate any Funding Schedule:
 - (i) by giving You at least 3 months prior notice if We determine that:
 - A. changes to the State budget or any guidelines or policies of the State or Commonwealth government impact on the continued provision of the Funding to You or recipients of similar funding generally; or
 - B. the needs of the Service Users no longer justify the Funding, or that other persons

are in greater need than those Service Users; or

- (ii) by giving You at least 6 months prior notice if We determine that it is appropriate for Us to re-test the market for the delivery of the Services.
- (b) If We determine, that any of the circumstances described in subclauses 15.1(a)(i) or (ii) apply to a substantial portion of all Funding or Services under the Service Agreement, We may reduce all Funding under the Service Agreement or terminate the Service Agreement.
- (c) We can take action under clauses 15.1(a) or 15.1(b) without following the show cause process set out in clause 14, but Our notice to You will contain the reasons for Our decision.

15.2 Consequences of reduction or termination

- (a) If We reduce the Funding under clauses 15.1(a) or (b):
 - (i) We will review the scope of the Services;
 - (ii) You must:
 - A. do everything You can to mitigate and lessen all losses, costs and expenses that You may suffer in relation to the reduction;
 - B. repay to Us any unexpended part of the Funding that We notify You is required to be repaid as a result of the reduction, within the period stated in the notice, which will be not less than 20 Business Days. That amount will be a debt due and owing to Us by You; and
 - C. comply with any reasonable request made by Us in relation to the reduction of the Funding; and
 - (iii) We will notify You about the reduced amount of the Funding and any changed scope of the Services and the Service Agreement will be deemed varied in accordance with the notice.
- (b) If:
 - (i) a Funding Schedule is terminated under clause 15.1(a), clauses 13.3(a) and 13.3(c) will apply; or
 - (ii) the Service Agreement is terminated under clause 15.1(b), clauses 13.3(b) and 13.3(c) will apply.
- (c) If We reduce any Funding, terminate a Funding Schedule or terminate the Service Agreement under clauses 15.1(a) or (b), We will consider paying You reasonable costs, including transitional arrangement costs for affected Service Users, that You incur as a direct result of the reduction or termination, subject to You providing Us with written evidence of the costs claimed and Us approving those costs.

MATERIAL AND INFORMATION

16. Intellectual Property Rights

16.1 Ownership of Intellectual Property Rights

(a) Intellectual Property Rights in Your Material vest in You.

(b) Intellectual Property Rights in Our Material vest in Us.

16.2 Licence of Intellectual Property Rights to the State

- (a) You grant to the State of Queensland a perpetual, irrevocable, royalty-free, world wide and non-exclusive licence (including a right to sub-licence) to use, communicate, reproduce, publish, adapt and modify Your Material and any Existing Material.
- (b) We licence You to use Our Material (including copying it and supplying it to others) but only for the purposes of performing Services.

16.3 Documentation

If requested by Us, You will sign, execute, or otherwise complete any document that may be necessary or desirable to give effect to this clause 16.

16.4 Use of Intellectual Property Rights

- (a) You warrant that You are entitled, or will be entitled at the required time, to deal with the Intellectual Property Rights in Your Material and any Existing Material in the manner provided for in this clause 16.
- (b) We warrant that We are entitled, or will be entitled at the required time, to deal with the Intellectual Property Rights in Our Material in the manner provided for in this clause 16.

16.5 Protection of Intellectual Property and Moral Rights

- (a) You agree to take all reasonable steps to protect the Intellectual Property Rights in Your Material and to comply with the warranties in clause 16.4(a).
- (b) You will ensure that, in delivering the Services and performing Your obligations under the Service Agreement, You (including Your employees, agents, volunteers and subcontractors) do not:
 - (i) infringe any person's Intellectual Property Rights or an individual's Moral Rights; or
 - (ii) authorise the infringement of any such rights.

16.6 Aboriginal and Torres Strait Islander cultural sensitivity

In addition to clause 16.5, You agree that, in delivering all Services You will:

- (a) respect the cultural and spiritual significance of Aboriginal and Torres Strait Islander people;
- (b) refrain from incorporating any elements derived from Aboriginal and Torres Strait Islander cultural heritage into any material created under the Service Agreement without the informed and written consent of the cultural custodians, clan or language groups and community representatives deemed acceptable by each community; and
- (c) inform Us in writing about any elements derived from Aboriginal and Torres Strait Islander cultural heritage which You incorporate into any material which You create and deliver to Us under the Service Agreement, and of any consent which You have obtained relating to the use of such elements.

17. Disclosure of Confidential Information

17.1 Approval to disclose

(a) You must not disclose Confidential Information belonging to Us except where You have

obtained Our prior written approval (which may be subject to conditions) or where required by law.

- (b) We reserve the right, without any liability to account to You or any third person, to make available, disclose, and allow the disclosure of, to the extent that it is not prohibited or regulated by any legislation, any information received from You or otherwise relating to the Service Agreement to:
 - (i) any department, agency, authority, or Minister of the Queensland or Commonwealth governments;
 - (ii) the Queensland parliament; or
 - (iii) any third person, including any court, tribunal, government committee or other person within government, where such disclosure would be permitted or required by law, or otherwise would be consistent with established government policies, procedures or protocols or for public accountability purposes to the extent required in those circumstances.
- (c) We may give information about You to:
 - (i) an entity that provides other funding or other assistance to You; or
 - (ii) another entity if We consider the entity has an interest in the proper and efficient delivery of any of the Services by You.

17.2 Your undertaking

- (a) You must make every reasonable effort to ensure that Your employees, volunteers, agents and subcontractors are aware of and comply with the obligations of confidentiality in this clause 17.
- (b) We may, at any time, require You to give, and for You to arrange for Your subcontractors, employees, and volunteers engaged in the performance of any Services to give, written undertakings in a form reasonably required by Us relating to the non-disclosure of Confidential Information under this clause 17.
- (c) You must notify Us immediately if You know or suspect that Confidential Information has been disclosed without Our authorisation.

18. Protection of Personal Information

18.1 Your privacy obligations

If You collect or have access to Personal Information for the purposes of the Service Agreement, You must:

- (a) comply with Parts 1 and 3 or, in relation to Funding provided by a Health Agency, Parts 2 and 3, of Chapter 2 of the *Information Privacy Act 2009* (Qld) in relation to the discharge of Your obligations under the Service Agreement as if You were Us;
- (b) not use Personal Information other than for the purposes of the Service Agreement, unless required or authorised by law;
- (c) not disclose Personal Information without Our prior written consent, unless required or authorised by law;
- (d) not transfer Personal Information outside of Australia without Our prior written consent;
- (e) ensure that access to Personal Information is restricted to those of Your employees, volunteer

workers and officers who require access in order to perform their duties;

- (f) ensure that Your employees, volunteer workers and officers do not access, use or disclose Personal Information other than in the performance of their duties;
- (g) ensure that Your contractors and Your auspices who have access to Personal Information comply with the obligations the same as those imposed on You under this clause;
- (h) fully co-operate with Us to enable Us to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
- (i) comply with such other privacy and security measures as We reasonably notify You about from time to time.

18.2 Privacy deed

On Our request, You must obtain from Your employees, volunteer workers, officers and contractors engaged for the purposes of the Service Agreement, an executed deed of privacy in a form acceptable to Us.

18.3 Your Privacy Notice

- (a) If You collect, record or otherwise deal with Personal Information, You must make available a copy of Your Privacy Notice to the person giving You the Personal Information.
- (b) Your Privacy Notice must be of a standard reasonably acceptable to Us and must state that information You collect may be provided to Us to ensure that You are delivering quality services.

18.4 You will notify Us

- (a) You must make every reasonable effort to notify Us immediately upon becoming aware of any breach of this clause 18.
- (b) You must notify Us immediately in the event that You become aware that disclosure of Personal Information, in relation to any child subject to the *Child Protection Act 1999* or the *Youth Justice Act 1992*, is made or may be required by law.

19. Recordkeeping

19.1 Your records and files

- (a) You must store all records and files regarding Your use of the Funding and the delivery of the Services under a Funding Schedule in secure storage for at least 7 years from the date of expiry or termination of the Funding Schedule.
- (b) You must maintain complete and adequate data and financial and other records to ensure that We are able to validate the accuracy and completeness of all reports and other information that You provide to Us, including under the Reporting Requirements.

19.2 Our Material

- (a) You must ensure that Our Material is only used, copied, supplied or reproduced for the purposes of delivering the Services.
- (b) On the expiration or termination of the Service Agreement, You must return to Us all of Our Material that We require You to return.

DEALING WITH RISK

20. Insurance and indemnity

20.1 You must obtain insurance

- (a) You must effect and maintain the following insurances for the term of the Service Agreement:
 - (i) public liability insurance policy for a sum of not less than \$10 million for any one event in respect of accidental death or of accidental bodily injury to persons, or accidental damage to property, arising out of or in the course of delivering the Services;
 - (ii) contents insurance for any Funded Assets, other than motor vehicles, for the full replacement value of the Funded Assets;
 - (iii) comprehensive motor vehicle insurance for all Funded Assets that are motor vehicles; and
 - (iv) any other insurance required by Us by notice to You.
- (b) All insurance policies must be effected with an insurer authorised to carry on insurance business by the Australian Prudential Regulation Authority.
- (c) Upon Our request, You must provide Us with a copy of any insurance policy obtained in accordance with clause 20.1(a) and a certificate of currency.
- (d) If You fail to take out or maintain any insurance required under clause 20.1(a) or to provide to Us a copy of any such insurance policy or certificate of currency as required under clause 20.1(c), then, without limiting any other right that We may have, We may take out the relevant insurance and pay the required premiums on Your behalf and any such amount that We pay will be a debt due and owing to Us by You.

20.2 Use of insurance proceeds

Any proceeds or other amount that may be paid to You under a policy of insurance described in clauses 20.1(a)(ii) or (iii) must be applied by You towards the repair or replacement of the Funded Asset, except to the extent that We may otherwise require You to pay that amount to Us in payment of any amount owing to Us by You under clause 20.1(d).

20.3 Indemnity

You release, discharge, indemnify and keep indemnified Us, Our officers, employees and agents from and against any Claim that may be made or brought by any person against Us in connection with:

- (a) You failing to observe or perform any of Your obligations under the Service Agreement;
- (b) any negligent or unlawful act or omission of You, Your officers, employees, volunteer workers or subcontractors; or
- (c) contravention of any legislative requirement by You, Your officers, employees, volunteer workers or subcontractors,

but Your liability to indemnify Us under this clause will be reduced proportionally to the extent that an act or omission of Ours contributed to the Claim.

21. Conflict of Interest and compromising relationship

21.1 Warranty

You warrant that, to the best of Your knowledge and belief, after making diligent inquiries at the date of signing the Service Agreement, no Conflict of Interest exists in the performance of Your obligations under the Service Agreement.

21.2 Resolution of Conflict of Interest

If, during the Term, a Conflict of Interest arises, or appears likely to arise, You undertake to notify Us immediately and to take such steps to resolve or otherwise deal with the conflict to Our satisfaction.

21.3 Policy

You must keep and implement a policy about Conflicts of Interest of Your executive officers, employees and volunteers. The policy must include guiding principles and procedures for identifying, declaring and dealing with Conflicts of Interest.

21.4 Record

You must keep a record of each instance of a Conflict of Interest arising in the delivery of the Services and how the matter was dealt with.

OTHER LEGAL MATTERS

22. Subcontracting

22.1 Consent for subcontracting

- (a) You must not, without Our prior written consent, subcontract the whole, or any part, of Your obligations under the Service Agreement.
- (b) We may impose any terms and conditions We think fit when giving approval under clause 22.1(a).
- (c) If requested by Us, You must provide a copy of any subcontract to Us.

22.2 Your obligations

- (a) You are responsible for ensuring the suitability of any subcontractor and for ensuring that the Services performed by the subcontractor meet the requirements of the Service Agreement.
- (b) Our consent to any subcontract will not relieve You from any liability or obligation under the Service Agreement.
- (c) You remain liable under the Service Agreement for the acts or omissions of any past subcontractors as if they were current subcontractors.
- (d) You must ensure that:
 - (i) any subcontract entered into is consistent with the Service Agreement; and
 - (ii) all subcontractors comply with their subcontracts and the terms of the Service Agreement as if they were a party to it.

22.3 Our rights

We may revoke the approval of a subcontractor on any reasonable ground at any time.

22.4 Procedure

Upon receipt of a written notice from Us revoking Our approval of a subcontractor, You must:

- (a) immediately replace the subcontractor; or
- (b) as soon as practicable, cease using that subcontractor to perform the Services,

and You agree to release and indemnify Us from and against any loss or damage suffered by You, or for any Claim made by You or any other person against Us, whether in respect of Your contract with a subcontractor or otherwise, arising out of Your compliance with this clause.

23. Governing law

The Service Agreement will be governed by and construed in accordance with the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

24. Right to information

You acknowledge that all documents held by Us are subject to the *Right to Information Act 2009* and may be subject to disclosure under that Act.

25. Publication of information

You agree that, despite any other provision of the Service Agreement, We may publish or require You to publish any or all of the following details:

- (a) Your name and address, including Your head office, premises where any of the Services are delivered and other business premises;
- (b) a description of the Services to be delivered under the Service Agreement;
- (c) the Agreement Commencement Date and Agreement Expiry Date and any Schedule Start Date, Schedule End Date or Establishment Date;
- (d) the total amount of the Funding to be provided under the Service Agreement or any Funding Schedule;
- (e) the procurement method used to award the Funding to You;
- (f) where the total value of the Funding is \$10 million or more:
 - (i) invitation details;
 - (ii) a Service Agreement overview; and
 - (iii) any reasons for non-disclosure of procurement results.

26. Waiver

- (a) A waiver by a party of any breach of a provision of the Service Agreement, including a failure to enforce an obligation, is not, and will not be deemed to be, a waiver of any other or subsequent breach.
- (b) Any waiver by Us to You must be in writing and signed by the Chief Executive or an authorised delegate.

27. Dispute resolution

27.1 Dispute resolution under the Service Agreement

- (a) Where You dispute a decision made by Us under a provision in the Service Agreement, You may elect to seek a review of the decision using the review process in clause 27.2.
- (b) Both parties agree to initiate discussions with the other to resolve concerns prior to seeking a review of the decision.
- (c) Whether or not a dispute exists, each party must continue to perform its obligations under the Service Agreement.

27.2 Review of decision

- (a) This review process is not a mechanism for suspending or ceasing any Funding to You.
- (b) Within 20 Business Days after You have been given notice of Our decision in relation to the matter under dispute You can seek a review of the decision by writing to Our Contact Officer.
- (c) Your request for a review of the decision must include:
 - (i) details about the decision to be reviewed;
 - (ii) a written statement outlining Your reasons why a decision should be reviewed;
 - (iii) any evidence to substantiate the request for a review; and
 - (iv) the signature of an authorised officer of Yours.
- (d) Following receipt of a request for a review of a decision from You, We may appoint a reviewing officer. The reviewing officer will be a staff member of Ours who is independent from the situation that gave rise to the dispute.
- (e) You will be provided written notification of the outcome of the review within 20 Business Days after Your written request for a review.
- (f) If You do not accept the outcome of the review, You may give written notification to Our Contact Officer:
 - (i) within 10 Business Days after receipt of the review outcomes;
 - (ii) providing a statement for further consideration including Your reasons why further consideration is required and any evidence to substantiate the request for further consideration; and
 - (iii) under the signature of an authorised officer of Yours.
- (g) The matter will be referred to an appointed officer for final decision. The appointed officer will be a staff member of Ours who is independent from the situation that gave rise to the dispute and who is senior to the reviewing officer.
- (h) You will be notified in writing of the outcome of the appointed officer's final decision.

27.3 Exceptions to review

(a) A party does not need to follow the review procedures set out in clauses 27.1 or 27.2 if they are seeking urgent interlocutory relief from a court.

- (b) You cannot seek a review under clauses 27.1 or 27.2 in relation to action We take under clauses 13, 14 or 15, or if the disputed decision has been made under a Governing Act.
- (c) Use of the review process in clause 27.2 does not preclude other action being taken under a Governing Act or action being taken under a provision of the Service Agreement.

28. Notices, requests and other communications

28.1 Address for notices

Any notice, request, or other communication to be given or served under the Service Agreement must be in writing and dealt with as follows:

- (a) if given by You to Us, addressed and forwarded to Us to the attention of Our Contact Officer at the address stated in the Funding and Service Details, or as otherwise notified by Us; or
- (b) if given by Us to You, addressed and forwarded to Your Contact Officer at the address stated in the Funding and Service Details, or as otherwise notified by You.

28.2 Method of delivery

- (a) Any such notice, request, or other communication will be delivered by hand, sent by post, facsimile or electronic mail to the address of the party to which it is sent.
- (b) Subject to clause 28.3(b), the parties consent to providing information required under the Service Agreement by way of electronic communication.

28.3 Receipt of notice

- (a) Any notice, request, or other communication will be deemed to be received:
 - (i) if delivered by hand, on the date of delivery;
 - (ii) if sent by post within Australia, upon the expiry of two Business Days after the date on which it was sent;
 - (iii) if transmitted by facsimile, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient; and
 - (iv) if transmitted by electronic mail, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.
- (b) A notice to be given or served under clauses 13, 14 or 15 must not be sent via electronic mail.

29. General provisions

29.1 Discretion

Where, under the Service Agreement:

- (a) Our consent or approval is required to any act, omission, matter or thing; or
- (b) a right or discretion is conferred on Us, including as denoted by the words 'We may" in any clause.

then, unless stated otherwise, the consent, approval, right or discretion may be granted, withheld or exercised (as the case may be) by Us at Our absolute discretion and may, in the case of a consent or approval, be subject to such conditions as We determine.

29.2 Act not limited

Nothing in the Service Agreement limits:

- (a) the information or material You may be required to provide under a Governing Act;
- (b) Our, the Chief Executive's or any other person's rights under a Governing Act; or
- (c) Your or any other person's obligations under a Governing Act.

29.3 Entire agreement

The terms of the agreement between You and Us are those set out in the Service Agreement, and no written or oral agreement, arrangement or understanding made or entered into prior to the Agreement Commencement Date will in any way be read or incorporated into the Service Agreement.

29.4 No assignment

You may not assign the Service Agreement or any of the benefits or obligations under the Service Agreement to another party without Our prior written consent.

29.5 Relationship

No agency or legal partnership exists between You and Us and You must not represent Yourself or allow Yourself to be represented as a partner, employee or agent of Us.

29.6 Time

Any act, matter or thing required under the Service Agreement to be done on a day which is not a Business Day must be done on the next succeeding Business Day.

29.7 Survival

The following clauses of these Standard Terms will survive termination or expiration of any Funding Schedule or the Service Agreement:

- (a) clause 3.2(b)(i) cooperation if Services to cease;
- (b) clauses 3.2(b)(ii) and 11.3(h) directions about Funded Assets;
- (c) clause 5 Your reporting obligations;
- (d) clause 7 Administration and expenditure of Funding;
- (e) clauses 13.3 and 15.2 consequences of termination;
- (f) clause 16 Intellectual Property Rights;
- (g) clause 17 Disclosure of Confidential Information;
- (h) clause 18 Protection of Personal Information;
- (i) clause 19 Recordkeeping;
- (j) clause 20 Insurance and indemnity;
- (k) clause 22 Subcontracting; and
- (I) clause 29.7 survival.

29.8 Further Assurances

The parties agree to do any act and sign any document required to give effect to any provision in the Service Agreement.

29.9 Severability

If any part of the Service Agreement is determined to be invalid, unlawful or unenforceable in any jurisdiction and for any reason, then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Service Agreement and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

29.10 Counterparts

The parties may execute the Service Agreement in counterparts, each of which, taken together, will constitute one instrument. The parties may communicate their execution by posting the executed document, providing a copy of the executed document by facsimile or scanning and sending a copy of the executed document by electronic mail.

30. Intervening Event

- (a) You must notify Us if You are unable to carry out wholly or in part, any of Your obligations to deliver the Services due to natural disasters, strikes, lockouts, or other industrial disturbances, acts of terror, unavoidable accident, fire, flood, or explosion.
- (b) Your notice to Us must provide the extent to which You expect to be unable to perform or will be delayed in performing the Services.
- (c) You must take all reasonable steps to reduce the effect of the Intervening Event. We acknowledge that the Services may be suspended to the extent that they are affected by the Intervening Event.
- (d) Once the Intervening Event has ended, You must as soon as possible recommence delivery of the Services and where possible, carry out all acts which You would have been liable to carry out had the Intervening Event not occurred.

31. Definitions and interpretation

31.1 Definitions

In the Service Agreement including all parts, unless stated otherwise or a contrary intention appears:

- "Agreement Commencement Date" means the Agreement Commencement Date specified in the Funding and Service Details;
- "Agreement Expiry Date" means the Agreement Expiry Date specified in, or determined in accordance with, the Funding and Service Details;
- "Approved Financial Institution" means a financial institution registered in Australia and operating as a bank, credit union or building society;
- "Asset" means a motor vehicle, item of plant or equipment;
- "Business Day" means any day other than a Saturday, Sunday or public holiday in Queensland;
- "Chief Executive" means, for Funding given by:
- (a) a Department, the Director-General of the Department or other person from time to time holding the office of chief executive or having delegated responsibilities under relevant legislation; or
- (b) another body or agency, the chief executive officer or equivalent person;
- "Claim" includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages and expenses, including those arising out of the terms of any settlement;
- "Confidential Information" means information that is by its nature confidential or, when it is received, is marked as confidential in nature, but does not include information which:
- (a) is or becomes public knowledge other than by:
 - (i) breach of the Service Agreement; or
 - (ii) any other unlawful means;
- (b) is in a party's possession without restriction in relation to disclosure before the date of receipt from the other;
- (c) has been independently developed or acquired by the party receiving or obtaining it; or
- (d) is disclosed by compulsion of law, including during testimony before any judicial or quasi-judicial court or tribunal, under court subpoena, parliamentary order or as part of discovery during legal proceedings;

"Conflict of Interest" includes:

- (a) having an interest (whether personal, financial, political or otherwise) that conflicts or which may reasonably be perceived as conflicting with Your ability to perform Your obligations under the Service Agreement fairly and objectively, including as a result of employment, procurement or service delivery arrangements that may exist or be put in place; and
- (b) for clause 21, a potential Conflict of Interest;

"Constitution" means:

(a) a company's or incorporated association's constitution, or equivalent documents, which (where

relevant) includes rules and any amendments that are part of the constitution; or

- (b) in relation to any other kind of body:
 - (i) the body's charter or memorandum; or
 - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members;
- "Deliverable" means the deliverables, outputs, outcomes, results or quantities of, or for, the Services, specified in the Funding Schedule that relates to the Services;
- "Departures" means a provision in the Funding and Service Details under which the application of a clause in these Standard Terms to some or all of the Funding is excluded or modified;
- **"Establishment Date"** means the Establishment Date (if any) for the Services, specified in the Funding Schedule that relates to the Services;
- **"Existing Material"** means any information, document, file, record, electronic image, cinematographic film, video, equipment, software or data that has been incorporated in, or supplied as part of, Your Material that was either:
- (a) in existence prior to the Agreement Commencement Date; or
- (b) produced after the Agreement Commencement Date independently of the Service Agreement.
- **"Funded Asset"** means an Asset purchased wholly or partly with any Funding and includes an Asset purchased to replace such an Asset;
- **"Funding"** means an amount of funding assistance that We will provide to You under the Service Agreement, as specified or included in a Funding Schedule. In an appropriate context, it also means all of the funding assistance payable under the Service Agreement;
- "Funding and Service Details" means the document titled Service Agreement Funding and Service Details, as signed by You and Us and includes the Funding Schedules attached to it;
- "Funding Schedule" means a schedule to the Funding and Service Details;
- "Governing Act" means any Act:
- (a) under which the Funding is provided to You, as specified in the Funding and Service Details; or
- (b) to which the Funding is, or becomes, subject,

and includes any regulation from time to time made under it;

- "GST" means Goods and Services Tax imposed by or through the GST Legislation;
- **"GST Amount"** means the GST payable in respect of a taxable supply under the Service Agreement, calculated at the rate of GST applicable at the time;
- "GST Legislation" means A New Tax System (Goods and Services Tax) Act 1999 and any related tax imposition Act and any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such Acts:
- "Health Agency" means a "health agency" as defined in the Information Privacy Act 2009 (Qld);
- "Intellectual Property Rights" includes copyright, except for copyright in "artistic works" as that expression is defined in the *Copyright Act 1968 (Commonwealth)*, rights in relation to inventions

(including patent rights), registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how), and other rights resulting from the intellectual activity in the industrial, scientific, literary or artistic fields, but does not include Moral Rights;

"Intervening Event" means an event specified in clause 30 (a);

"Moral Rights" means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (*Commonwealth*), and the rights of a similar nature anywhere in the world whether existing before, on or after the commencement of the Service Agreement;

"Our Auditors" means any auditors nominated by Us under clause 12.2;

"Our Contact Officer" means the person, being an officer or employee of Ours, who:

- (a) is specified as Our Officer; or
- (b) for the time being holds, occupies or performs the position specified,

in the Funding and Service Details, or any other person notified by Us to You;

"Our Material" means any information, document, file, record, electronic image, cinematographic film, video, equipment, software or data stored by any means which is given to You by Us for the purposes of delivering Services, including all copies and extracts;

"Performance Review" means a review under clause 12 of any aspect of Your delivery of the Services or Your use of the Funding;

"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 reasonably be ascertained, from the information or opinion;

"**Privacy Notice**" means the document which describes how You will deal with any Personal Information provided to You;

"RCTI" means a "recipient created tax invoice" within the meaning given in the GST Legislation;

"Reporting Requirements" means the reporting requirements for the Funding, specified in the Funding Schedule that relates to the Funding;

"Representations" means representations made under clause 14 (c);

"Schedule End Date" means the Schedule End Date for a Funding Schedule, specified in the Funding Schedule;

"Schedule Start Date" means the Schedule Start Date for a Funding Schedule, specified in the Funding Schedule;

"Service Agreement" means the agreement entered into by You and Us which details Funding that We will provide to You for the purpose of delivering Services and which is comprised of the documents specified in clause 1.2 of these Standard Terms;

"Service Delivery Requirements" means the service delivery requirements (if any) for the Services, specified in the Funding Schedule that relates to the Services;

"Service Users" means the service users (if any) for the Services, specified or described in the Funding Schedule that relates to the Services;

- "Services" means services that You must deliver, as specified in a Funding Schedule and for which Funding is provided under the Funding Schedule. In an appropriate context, it also means all of the Services to be delivered under the Service Agreement;
- "Show Cause Notice" means a show cause notice given under clause 14 (a);
- **"Show Cause Period"** means the period described in clause 14 (a)(iv), as stated in a Show Cause Notice;
- "Special Conditions" means the special conditions (if any) for the Funding or Services, specified in the Funding Schedule that relates to the Funding or Services;
- "Specified Action" means any of the following:
- (a) suspending:
 - (i) the Funding under any Funding Schedule; or
 - (ii) all Funding under the Service Agreement,

for a period of time and on specified conditions as stated in the relevant notice;

- (b) terminating any Funding Schedule; or
- (c) terminating the Service Agreement;
- "Specific Security Agreement" means a "security agreement" under the *Personal Properties*Securities Act 2009 in relation to Our interest in a Funded Asset, as amended or replaced from time to time, in such form as We may notify You;
- "Standard Terms" means this document titled Service Agreement Standard Terms, as updated or replaced from time to time in accordance with clause 1.2(d);
- "Taxable Supply" has the meaning given in the GST Legislation;
- **"Term"** means the term of the Service Agreement, as determined under clause 1.4 of these Standard Terms;
- **"Us, We or Our"** means the State of Queensland acting through the Department or other body, agency or person giving the Funding (including its Chief Executive), as specified in the Funding and Service Details, or any other department or agency of the Queensland Government responsible for the administration of the Service Agreement;
- **"You"** and related parts of speech or other grammatical forms means the funded organisation that is a party to the Service Agreement, as specified in the Funding and Service Details;
- "Your Contact Officer" means the person, being an employee or officers of Yours, who:
- (a) is specified as the Contact Officer; or
- (b) for the time being holds, occupies or performs the position specified,

in the Funding and Service Details, or any other person notified by You to Us; and

"Your Material" means any information, document, electronic image, cinematographic film, video, equipment, software or data stored by any means which is created by You or on Your behalf in performing Services under the Service Agreement.

31.2 Interpretation

In the Service Agreement including all parts, unless stated otherwise or a contrary intention appears:

- (a) it is intended that the Service Agreement may cover more than one grant or allocation of Funding. Each grant or allocation of Funding may be the subject of a separate Funding Schedule. Where the Service Agreement incorporates more than one Funding Schedule, references to Funding, Services and Funding Schedules are to be read as references to the Funding Schedule under which the Services are to be delivered and the Funding to be paid. References to all or any Funding or Services are to be read as references to all or any of the Funding to be provided or the Services to be delivered under the Service Agreement;
- (b) words indicating the singular include the plural and words indicating gender include other genders;
- (c) where there is more than one organisation, the obligations of each organisation will be joint and several;
- (d) reference to a person includes an individual and a corporation;
- (e) reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (f) the headings in the Service Agreement are included for convenience only and do not affect the interpretation of the Service Agreement;
- (g) reference to a clause, paragraph or schedule is reference to a clause, paragraph or schedule of the document, forming part of the Service Agreement, in which the reference appears;
- (h) reference to a document or agreement includes reference to the document or agreement as amended, notated, supplemented, varied or replaced from time to time;
- (i) if the day on or by which anything is to be done under the Service Agreement is not a Business Day, that thing may be done on the next proceeding Business Day;
- (j) a reference to You includes Your administrators, successors and permitted assigns;
- (k) a reference to a "subcontractor" includes an agent, authorised representative or a person delivering any of the Services under Your auspices;
- (I) a reference to a government entity (as that term is defined in the *Public Service Act 2008*) in the event that entity is reconstituted or replaced, will be a reference to the entity then carrying out its powers or functions; and
- (m) if there is any inconsistency between these terms and conditions and a Governing Act, the Governing Act will prevail.