

Services Agreement

The Parties

Primary Care Gold Coast Limited
(trading as Gold Coast Primary Health Network)

ACN 152 953 092

Level 1, 14 Edgewater Court, Robina QLD 4226

(GCPHN)

and

Entity name

(trading as name)

ABN xx xxx xxx xxx

Address

(Contractor)

Please Note:

This Agreement comprises of two parts:

- Standard Terms and Conditions and Service Agreement Service Details
- Service Schedule

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Introduction

Gold Coast Primary Health Network (GCPHN) requires the provision of Services.

The Contractor is a supplier of such Services and has represented that it has the requisite skills, resources and experience necessary to supply them.

The Contractor agrees to supply the Services to GCPHN in accordance with the Terms (as defined in the Service Agreement Service Details and Service Schedule) and conditions of this Agreement.

It is agreed:

1. Definitions and interpretations

1.1. Definitions

In this Agreement:

- (1) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or payment is to be made.
- (2) **Claim** includes any claim, proceeding, action, cause of action, demand or suit (including by way of contribution or indemnity), at law or in equity, including for payment of money (including damages) or for an extension of time, including by statute (to the extent permitted by Law), in tort for negligence or otherwise, including negligent misrepresentation or for strict liability, breach or for restitution.
- (3) **Commencement Date** means the date specified in Item 1 of the Service Agreement Service Details.
- (4) **Confidential Information:**
 - (a) means all information of whatever description, including but not limited to information which relates to processes, equipment and techniques used by GCPHN in the course of GCPHN's business, including but not limited to all information, data, drawings, specifications, documents, source or object code, designs, construction, workings, functions, features and performance notes, techniques, concepts not reduced to material form, agreements with third parties, schematics and proposals and intentions, technical data and marketing information such as client and patient lists, financial information and business plans, whether in permanently recorded form or not and whether or not belonging to a third party, which is:
 - (i) by its nature confidential; or
 - (ii) is designated by GCPHN as confidential; or
 - (iii) a party knows or ought to know is confidential.
 - (b) but does not include information:
 - (i) that is independently created or rightfully known by, or in the possession or control of, the other party and not subject to an obligation of confidentiality on the other party; or
 - (ii) which is or becomes public knowledge (otherwise than as a result of a breach of this Agreement or any other confidentiality obligation); or
 - (iii) required to be disclosed by Law.
- (5) **Contractor Material** means Material:

- (a) used by the Contractor for the purpose of performing the Services; and
 - (b) which has been:
 - (i) created before the Commencement Date; or
 - (ii) created after the Commencement Date but not for the purpose of, or as a result of, performing the Services,
- including the Material specified in Item 9 of the Service Schedule.
- (6) **Contract Material** means any Material created by the Contractor on or following the Commencement Date for the purpose of, or as a result of, performing its obligations under this Agreement and includes any modifications that may be required under Clause 7.5 (2)(b).
 - (7) **Day** means a calendar day.
 - (8) **Deliverable Date** means any fixed date to be met by the Contractor in performing any of its obligations under this Agreement, as specified in Item 7 of the Service Schedule as extended in accordance with this Agreement.
 - (9) **Deliverables** means any Contract Material or other item or element of the Services to be supplied by the Contractor to GCPHN under this Agreement including as specified in Item 6 of the Service Schedule.
 - (10) **End Date** means the date specified in Item 1 of the Service Agreement Service Details.
 - (11) **Establishment Date** means the date specified in Item 2 of the Service Schedule.
 - (12) **Service Schedule** means the schedule attached to this Agreement.
 - (13) **Intellectual Property Rights or IPR** means all intellectual property rights, including:
 - (a) plant breeder's right, patents, copyright, processes, know-how, rights in circuit layouts, registered designs, trade marks (including goodwill in those marks), domain names and any right to have confidential information kept confidential;
 - (b) any application or right to apply for registration of any of those rights referred to in (a); and
 - (c) all rights of similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.
 - (14) **Jurisdiction** means the law of Queensland.
 - (15) **Law** means:
 - (a) any statute, regulation or subordinate legislation of the Commonwealth of Australia, the Jurisdiction or local or other government in force in the Jurisdiction, irrespective of where enacted; and
 - (b) the common law and the principles of equity as applied from time to time in the Jurisdiction.
 - (16) **Losses** means liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred by or awarded against a party).

- (17) **Material** includes software, firmware, documented methodology or process, property, information, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.
- (18) **GCPHN Deed** means the "Primary Health Networks Deed for Funding" entered into between the Commonwealth of Australia and GCPHN.
- (19) **GCPHN Material** means any material provided to the Contractor by GCPHN, including the material (if any) specified in Item 9 of the Service Schedule.
- (20) **GCPHN Representations** means any representations (including by silence) made by GCPHN to the Contractor in respect of the scope or nature of the Services or any matters which are the subject of this Agreement.
- (21) **Moral Rights** has the meaning given by the *Copyright Act 1968* (Cth).
- (22) **Notice** has the meaning given in Clause 21.10.
- (23) **Payment** means funds payable in accordance with Clause 15 and Item 4 of the Service Schedule.
- (24) **Performance Criteria** means the requirements set out in Item 6 of the Service Schedule for each Service and Deliverable.
- (25) **Personal Information** has the same meaning as in the *Privacy Act 1988* (Cth) being: Personal information means information or an opinion about an identified individual or individual who is reasonably identifiable.
- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not.
- (26) **Personnel** means any natural person who is an employee, officer, agent or professional adviser of a party or, in the case of the Contractor, a subcontractor.
- (27) **Police Check** means a formal inquiry made to the relevant police authority in each State or Territory to obtain details of an individual's criminal convictions or findings of guilt in each State or Territory and in all non-Australian jurisdictions in which the relevant person is known to have resided.
- (28) **Prior Services** means any early services in respect of the subject matter of this Agreement performed by the Contractor before the Commencement Date and includes any services described as "Prior Services" in Item 3 of the Service Agreement Service Details.
- (29) **Related Body Corporate** has the same meaning as in the *Corporations Act 2001* (Cth).
- (30) **Schedule Start Date** means the date specified in Item 2 of the Services Schedule.
- (31) **Services** means the services described in Item 3 of the Service Schedule and includes any deliverables.
- (32) **Special Conditions** means the special conditions (if any) for the Funding or Services, specified in the Service Agreement Service Details that relates to the Funding or Services;
- (33) **Specified Personnel** means the Contractor's subcontractors or personnel specified in Item 3 of the Service Schedule.
- (34) **Term** has the meaning given in Clause 2.1.

- (35) **Variation** means any change to services, including any addition, increase, decrease, omission or deletion in, to or from the services.
- (36) **Vulnerable Person** means:
- (a) an individual aged under 18 years; or
 - (b) an individual aged 18 years or above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, illness, trauma or disability, pregnancy, the influence, or part or existing use, of alcohol, drugs or substance use, or any other reason.

1.2 Interpretation

- (1) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.
- (2) If an act must be done on a specified day that is not a Business Day, it must be done on or by the next Business Day.
- (3) Words in the singular include the plural and vice versa.
- (4) Where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (5) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- (6) Headings are inserted for convenience and do not affect the interpretation of this Agreement.
- (7) To the extent that the parties have not completed items in the Service Schedule, unless otherwise stated in the Service Schedule, that item will be taken to be 'not applicable' for the purpose of this Agreement.
- (8) A reference to:
 - (a) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority and (as the case may be) the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (b) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (c) a right includes a benefit, remedy, discretion or power;
 - (d) time is to local time in the place where GCPHN's contact person as defined in Item 2 of the Service Agreement Service Details is located;
 - (e) "\$" or "dollars" is a reference to Australian currency;
 - (f) the word "includes", and any variants of that word, will be read as though followed by the words "without limitation";
 - (g) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (h) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions; and

- (i) this Agreement includes all Service Schedule and Annexures to it.

2. Term of Agreement

- 2.1 Subject to Clause 2.3, this Agreement begins on the Commencement Date and ends on the End Date unless terminated earlier in accordance with Clauses 17 or 19.3 (**the Term**).
- 2.2 Notwithstanding Clause 2.1, all Prior Services are deemed to form part of the services and:
- (1) all warranties and acknowledgments that apply to the services will apply to the Prior Services; and
 - (2) all Prior Services undertaken and money paid in respect of the Prior Services will be deemed to have been performed and paid pursuant to this Agreement.
- 2.3 If the Contractor not less than three (3) months prior to the End Date gives written notice to GCPHN that it wishes to renew this Agreement, and has at all times complied punctually with its obligations under this Agreement, GCPHN may, in its absolute discretion, by Notice to the Contractor, extend the Term for one additional period of one year. For the sake of clarity, GCPHN is not obliged to grant such extension.

3. Performance of Services

- 3.1 The Contractor must carry out the services:
- (1) with due care and skill and to the best of the knowledge and expertise of the Contractor for the benefit of GCPHN;
 - (2) in accordance with the Performance Criteria;
 - (3) in a professional manner and in accordance with any applicable ethical codes or standards;
 - (4) in accordance with relevant Australian industry standards, best practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;
 - (5) using the Specified Personnel (if any);
 - (6) in accordance with:
 - (a) all applicable Law; and
 - (b) all applicable governmental policy of which a prudent and experienced Contractor providing the services should have been aware;
 - (7) in accordance with any reasonable directions in relation to the services given by GCPHN from time to time;
 - (8) in accordance with all applicable legislative requirements, standards and policies and requirements that relate to the health and safety of any person;
 - (9) in good faith in all dealings with GCPHN, and must not do anything that may be harmful to the reputation or interests of GCPHN;
 - (10) so as to meet the Deliverable Dates and where no Deliverable Dates are specified, promptly and without delay; and
 - (11) otherwise in accordance with the provisions of this Agreement.

3.2 The Contractor represents and warrants that:

- (1) it has the right and authority to enter into this Agreement;
- (2) it has all rights, title, licences, interests and property necessary to lawfully perform the services and grant the rights to GCPHN specified in this Agreement;
- (3) it and its subcontractors and personnel, including its specified personnel, have the necessary experience, qualifications, licences and permits, skill, knowledge and competence to perform the Services;
- (4) all information, reports and contract Material given to GCPHN under this Agreement will be correct, complete and not misleading;
- (5) if the Contractor is a trustee, it enters into this Agreement personally and in its capacity as trustee; neither it nor any of its personnel, agents or subcontractors (including specified personnel) has any actual, perceived or potential conflict of interest as defined in GCPHN's Conflict of Interest (COI) Procedure, located online at this web address - www.GCPHN.org.au/COI
- (6) or anticipates such a conflict, relevant to the performance of the services;
- (7) it will promptly, but within 24 hours of becoming aware, notify and fully disclose to GCPHN any actual or threatened event, or occurrence, or actual, perceived or potential conflict of interest arising during the Term which could have an adverse effect on the Contractor's ability to perform any of its obligations under this Agreement;
- (8) it will promptly, but within 24 hours of becoming aware, notify GCPHN and fully disclose all material information if it becomes subject in any way to the operation of the Law relating to insolvency or bankruptcy;
- (9) no litigation, arbitration, mediation, conciliation or proceedings including any investigations are taking place, pending; or to the knowledge of any of its officers after due inquiry, are threatened, which, if adversely decided, could have an adverse effect on its ability to perform its obligations under this Agreement;
- (10) in accordance with the requirements of all relevant work, workplace health and safety legislation or regulation, or regulation in relation to the provision of the services, it has not made any false declaration in respect of any current or past dealings with the Commonwealth or any government agency, including in any tender or application process or in any other agreement; and
- (11) it has had no significant deficiency in the performance of any substantive requirement or obligation under any prior agreement with the Commonwealth or any government agency which would adversely affect its ability to perform this Agreement.
- (12) It has exercised its own judgement in entering into this Agreement and has not relied on any warranty or representation made by GCPHN, its officers, employees or agents, as specifically set out in this Agreement.

The Contractor acknowledges that GCPHN is entering into this Agreement reliant on these warranties and representations.

- 3.3 If it becomes evident to the Contractor or GCPHN that anything, including an act or omission of GCPHN or an employee, other contractor, or agent of GCPHN, may delay the carrying out of the Services, that party must promptly notify the other party in writing with details of the possible delay and the cause. GCPHN may, at any time, by Notice to the Contractor, extend the time for carrying out

the services or any Deliverable Date for any reason. GCPHN is not required to exercise its discretion under this Clause 3.3 for the benefit of the Contractor.

- 3.4 The Contractor must report to GCPHN as set out in the Service Agreement Service Details and Service Schedule, and must provide ad-hoc reports as reasonably directed by GCPHN with respect to all aspects of the Services.

3.5 Variations to the Services

- (1) GCPHN may:
 - (a) at any time by mutual agreement instruct the Contractor to carry out a Variation by a written document titled "Variation Order"; and
 - (b) carry out any services, omitted under paragraph (a), either itself or by engaging third parties.
- (2) The Contractor:
 - (a) must not effect a Variation unless that Variation is directed by GCPHN in accordance with Clause 3.5(1); and
 - (b) will have no Claim against GCPHN if, contrary to Clause 3.5(2)(a), it does affect a purported Variation that is not directed by GCPHN in accordance with Clause 3.5(1).
- (3) GCPHN will:
 - (a) consult with the Contractor in good faith on any necessary adjustment to the Fee resulting from any Variation (with such adjustment being reasonable and proportionate having regard to the Variation); and
 - (b) adjust the Fee as necessary and acting reasonably, by notice in writing to the Contractor.
- (4) Nothing in this Clause 3.5 limits GCPHN's rights under Clause 21.7(2).

3.6 Damage to Property

- (1) The Contractor must report immediately to GCPHN any damage caused by the Contractor or its employees to any property facilities and equipment whether owned by GCPHN or any third party. The Contractor agrees that it must, at its own cost and expense, make good any damage resulting from performance of the services or otherwise caused or contributed to, directly or indirectly, by the Contractor or its employees. Any such repair shall be carried out by contractors acceptable to GCPHN without undue delay and in all case subject to the terms and conditions of this Agreement. The Contractor's use of any of GCPHN's property, facilities, or equipment is at the Contractor's risk.

4. Probity Checks

- 4.1 If required by GCPHN, the Contractor must obtain from each of the personnel proposed to perform any aspect of the Services, consents to undertake, and to provide all information and assistance required for:
- (1) a Police Check; and
 - (2) any other check or investigation required by Law or government policy in respect of Vulnerable Persons.

- 4.2 The personnel must not perform any aspect of the Services until GCPHN has conducted such probity checks as required by GCPHN and are of a type referred to in Clause 4.1 and determined in writing and acting reasonably, that each of the personnel is of suitable character to perform the Services.
- 4.3 Notwithstanding anything else in this Agreement, the Contractor is responsible for all costs associated with compliance with this Clause 4.

5. Specified Personnel and Subcontracting

5.1 Subcontractors

- (1) The Contractor must not subcontract any aspect of the provision of the Services without the prior written approval of:
 - (a) GCPHN, approval may be given or withheld in accordance with GCPHN's sole and absolute discretion; and
 - (b) where required, the Commonwealth.
- (2) The Contractor must ensure that any subcontractor, personnel and specified personnel approved under this Agreement comply with:
 - (a) all applicable Laws;
 - (b) Clause 3.2(6) and (7) (Conflict of Interest);
 - (c) Clause 11 (Confidentiality);
 - (d) Clause 12 (Protection of Personal Information); and
 - (e) Clauses 20.1 to 20.4 (Commonwealth Requirements).
- (3) The Contractor is fully responsible for the performance of the Services even if the Contractor subcontracts any aspect of the provision of the Services.

5.2 Specified Personnel

- (1) Except as otherwise specifically agreed in writing by GCPHN, the components of the Services to be performed by members of the Specified Personnel must be performed exclusively by those members of the Specified Personnel.
- (2) If any of the Specified Personnel become unavailable or refuse to provide the Services, the Contractor must inform GCPHN as soon as possible after becoming aware. Within five (5) Business Days of the Contractor becoming aware that a Specified Personnel is unavailable or refuses to provide the Services, the Contractor must appoint a replacement person of equivalent expertise who must:
 - (a) meet the requirements of this Agreement; and
 - (b) be approved by GCPHN in writing.
- (3) The Contractor will provide GCPHN, upon request in writing, with full particulars as to the qualifications and relevant experience of any proposed replacement person.
- (4) The Contractor warrants that the persons engaged in the performance of the Services are or will be, while they perform those Services, employed or contracted by it and that such persons shall be suitably qualified for the performance of the duties allocated to them in connection with this Agreement.

- (5) GCPHN may at any time require the Contractor to remove any of its personnel, including Specified Personnel, from performing any of the Services.

6. Performance Assessment

- 6.1 Each element of the Services is subject to assessment by GCPHN against the relevant Performance Criteria.
- 6.2 Without limiting any other rights of GCPHN under this Agreement, if GCPHN considers at its sole discretion that all or part of the Services do not meet the Performance Criteria, GCPHN must notify the Contractor within five (5) Business Days (or such other period as specified in Item 8 of the Services Details and Item 6 of the Service Schedule) of assessing the Services against the Performance Criteria.
- 6.3 GCPHN must include reasons as to why it considers the Services do not meet the Performance Criteria in the Notice given under Clause 6.2.
- 6.4 If GCPHN notifies the Contractor that all or part of the Services do not meet the Performance Criteria, the Contractor must:
- (1) take all necessary steps to ensure that the Services are promptly corrected;
 - (2) give Notice to GCPHN when the Services have been corrected; and
 - (3) allow GCPHN to repeat the assessment of all or part of the Services against the Performance Criteria;
 - (4) Implement any strategy or action as suggested by GCPHN;
- within five (5) Business Days after the date of the Notice or such other time as agreed between the parties in writing.
- 6.5 Failure to meet the Performance Criteria on two or more occasions, shall be considered a fundamental breach of this Agreement and GCPHN may (in addition to its other remedies and without limiting Clause 17.1(1)(a)) terminate the Agreement immediately under Clause 17.1(1)(b).

7. Intellectual Property Rights

7.1 GCPHN Material and Contractor Material

This Clause 7 does not affect the ownership of the Intellectual Property Rights in any GCPHN Material or Contractor Material.

7.2 GCPHN ownership of Intellectual Property Rights in Contract Material

7.3 All Intellectual Property Rights in all Contract Material vest in GCPHN upon creation.

7.4 Unless otherwise specified in Item 9 of the Service Schedule, to the extent that:

- (1) GCPHN needs to use any of the Contractor Material to receive the full benefit of the Services, the Contractor grants to, or must obtain for, GCPHN and the Commonwealth a perpetual, irrevocable, non-exclusive, world-wide, royalty-free licence (including the right to sub-licence) to use, reproduce, adapt, modify, distribute, communicate, publish, perform, broadcast, communicate and exploit and create derivative works from that material; and
- (2) the Contractor needs to use any of the GCPHN Material or Contract Material for the purpose of performing its obligations under this Agreement; GCPHN grants the Contractor, subject to any conditions or restrictions specified in Item 9 of the Service Schedule and any direction by GCPHN, a non-exclusive, non-transferable, royalty-free licence to use:

- (a) the Contract Material; and
- (b) the GCPHN Material;

solely for the purpose of providing the Services and for the Term of this Agreement. The licence granted under this Clause 7 does not allow the Contractor to distribute or exploit the GCPHN Material or the Contract Material unless GCPHN agrees in writing.

- (3) The contractor must use GCPHN Material or Contract Material in accordance with this Agreement and in the manner prescribed by GCPHN, and must not use such material for any other purpose, and must take steps to ensure that any of its employees or agents comply with the provisions of this clause.
- (4) Upon the expiration, termination or assignment of this Agreement, the Contractor shall immediately cease using the Intellectual Property.

7.5 Intellectual Property Rights Warranty

- (1) The Contractor warrants that:
 - (a) GCPHN's use of the Contract Material and the Contractor Material (the **Warranted Material**) will not infringe the Intellectual Property Rights or Moral Rights of any person; and
 - (b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided in this Clause 7.
- (2) If a third party claims, or GCPHN believes that a third party is likely to claim, that all or part of the Warranted Material infringes the third party's Intellectual Property Rights, in addition to the indemnity under Clause 10 and to any other rights GCPHN may have, the Contractor must promptly and at its own expense:
 - (a) use its best efforts to secure the rights for GCPHN to continue to use the affected Warranted Material; or
 - (b) replace or modify the Warranted Material in a manner acceptable to GCPHN so that it becomes non-infringing.

7.6 Improvements

Should the Contractor during the term of this Agreement develop any improvements to the Contract Material or the GCPHN Material, and acquire any intellectual property rights in relation thereto, the Contractor shall immediately upon creation of such intellectual property rights, assign all its rights to such improvements to GCPHN (or its nominated entity). In the event that the intellectual property rights are not capable, for any reason, of being assigned:

- (1) The contractor grants to GCPHN (or their nominated entity) an irrevocable worldwide, fully assignable, perpetual and royalty free license to use such improvements; such license only capable of being terminated by GCPHN.
- (2) The contractor acknowledges and agrees that GCPHN may seek to register any intellectual property rights in any improvements referred to in Clause 7.6(1) herein and that the contractor shall perform all the acts and do all things necessary to either:
 - (a) Register such improvements in the name of GCPHN, or (if that for any reason is not possible); then
 - (b) Register such improvements in the Contractor's name and assign the registration and all necessary applications to GCPHN.

- (3) In the event that the contractor is not the author of any improvements referred to in 7.6(1) herein, the contractor will use its best endeavours to ensure that all copyright in any such improvement is assigned to GCPHN by the author.

8. Delivery of Contract Material and Deliverables

On the expiration of this Agreement, termination of this Agreement under Clause 17 or 19.3 or upon request of GCPHN, the Contractor must deliver to GCPHN all:

- (1) Contract Material;
- (2) GCPHN Material;
- (3) Deliverables; and
- (4) other material in the possession or custody of the Contractor relating in whole or in part to the Services,

promptly and at the Contractor's expense.

9. Moral Rights

9.1 To the extent permitted by applicable Laws and for the benefit of GCPHN, the Contractor must:

- (1) give, where the Contractor is an individual; and
- (2) ensure that each of the personnel used by the Contractor in the production or creation of the Contract Materials give,

genuine consent in writing, in a form acceptable to GCPHN, to the use of the Contract Material and the Contractor Material for, amongst other things, the Specified Acts even if such use would otherwise be an infringement of their Moral Rights.

9.2 The Contractor acknowledges that any use of the Contract Material or the Contractor Material made by GCPHN is an authorised use and the Contractor releases, and shall cause its personnel to release, GCPHN from any infringement of any personal right of action including any actions, proceedings, claims and demands for damages, loss of profit, any other losses and damages, costs, interest, injunctive relief or other remedies the Contractor or its personnel may have, now or in the future, arising from the use of the Contract Material or the Contractor Material, including but not limited to rights of action under tort law and under any statute.

9.3 In this Clause, Specified Acts means:

- (1) falsely attributing the authorship of any Contract Material, or any content in the Contract Material (including literary, dramatic, artistic works and cinematography within the meaning of the Copyright Act 1968 (Cth));
- (2) materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- (3) reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and
- (4) adding any additional content or information to the Contract Material

10. Indemnity

The Contractor must at all times indemnify, hold harmless and defend GCPHN, its employees, directors, officers and agents from and against all claims and losses arising directly or indirectly from:

- (1) an infringement, or an alleged infringement, of the intellectual property rights or Moral Rights of any person, which occurred by reason of an act done by GCPHN, or its sub-licensees arising out of the use of the Warranted Material provided under this Agreement, in relation to any part of the Services;
- (2) any actual, likely or threatened breach of the Contractor's or its subcontractor's obligations relating to Confidential Information by the Contractor, its subcontractors or its personnel;
- (3) any actual, likely or threatened breach of any of the obligations of the Contractor under Clause 12 or a subcontractor under the subcontract provisions referred to in Clause 12.2;
- (4) loss, damage or injury to any person or property caused by the Contractor in the course of providing the Services;
- (5) any actual, likely or threatened breach of the Contractor's or its subcontractor's obligations under this Contract;
- (6) negligent, reckless, unlawful or wilful act or omission of the Contractor, its personnel or subcontractors; or assign
- (7) without limiting the preceding paragraphs, any breach of this Agreement by the Contractor, its subcontractors or personnel.

The amount of any claims, damages, interest, costs and expenses (including without any limitation all related legal costs incurred by GCPHN) which may be paid, suffered or incurred by GCPHN in respect of such loss, damage or injury must be made good upon demand by GCPHN and may be deducted from any moneys due or becoming due to the Contractor.

11. Confidentiality

11.1 The Contractor must not directly or indirectly use any Confidential Information:

- (1) of GCPHN; or
- (2) of any related Body Corporate of GCPHN; or
- (3) disclosed to GCPHN or the Contractor by any existing or potential customer, supplier, contractor, agent, licensor or licensee of GCPHN,

for any purpose other than providing the services under this Agreement, and must not disclose such Confidential Information to any person without the prior written consent of GCPHN.

11.2 In giving written consent under Clause 11.1, GCPHN may impose such terms and conditions as it thinks fit in its sole and absolute discretion. The Contractor must comply with any term and condition imposed by GCPHN under this Clause 11.2.

11.3 The Contractor acknowledges that:

- (1) a breach of Clause 11.1 of this Agreement would be harmful to the business of GCPHN;
- (2) monetary damages alone would not be a sufficient remedy for the breach; and
- (3) in addition to any other remedy which may be available at Law, GCPHN is entitled to interim, interlocutory and permanent injunctions or any of them to prevent the breach.

- 11.4 The Contractor must, at the request of GCPHN, sign or cause any of its personnel to sign a confidentiality agreement containing provisions similar to the provisions in this Clause 11 in favour of the Commonwealth or any existing or potential customer, supplier, contractor, agent, licensor or licensee of GCPHN.
- 11.5 GCPHN may notify the Contractor in writing after the date of this Agreement that certain additional information is to constitute Confidential Information for the purposes of this Agreement. Where GCPHN provides Notice to the Contractor under this Clause 11.5, the Notice document is incorporated into, and becomes part of this Agreement.
- 11.6 The Contractor must at all times store all Confidential Information safely and securely.
- 11.7 The Contractor must immediately notify GCPHN in writing of any actual, threatened or suspected unauthorised disclosure of any Confidential Information.
- 11.8 At GCPHN's request or on the expiry or termination of this Agreement under Clauses 17 or 19.3, the Contractor must promptly return all of GCPHN's physical and written records containing Confidential Information, and all documentation relating to that Confidential Information (including copies), to GCPHN in a form reasonably requested by GCPHN. Alternatively, if requested by GCPHN, the Contractor must destroy such items in the manner specified by GCPHN and promptly certify to GCPHN in writing that it has done so.
- 11.9 For the avoidance of doubt, nothing in this Agreement derogates from any obligation the Contractor may have under the *Privacy Act 1988* (Cth) (Privacy Act) and the Australian Privacy Principles (APPs) in the Privacy Act, as amended from time to time, in relation to the protection of personal information or information that is protected by the *Census and Statistics Act 1905* (Cth), or any other Act, regulation or other legislative instrument requiring secrecy or confidentiality in dealing with information.

12. Protection of Personal Information

- 12.1 If the Contractor collects, receives or has access to Personal Information in order to provide the services, the Contractor must:
- (1) ensure that the Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
 - (2) not use Personal Information other than for the purposes of the supply or performance of the Services, unless required or authorised by law;
 - (3) not disclose Personal Information without the consent of GCPHN, unless required or authorised by law;
 - (4) not transfer Personal Information outside of Australia without the consent of GCPHN;
 - (5) ensure that access to Personal Information is restricted to those of its employees and officers who require access in order to perform their duties under the Contract;
 - (6) ensure that its officers and employees do not access, use or disclose Personal Information other than in the performance of their duties under the Contract;
 - (7) ensure that its agents and subcontractors who have access to Personal Information comply with obligations the same as those imposed on the Contractor under this Clause 12;
 - (8) fully cooperate with GCPHN to enable GCPHN to respond to applications for access to, or amendment of, a document containing an individual's Personal Information and to privacy complaints, to the extent permitted by applicable law;
 - (9) if the Contractor is required to collect de-identified patient data and provide this to GCPHN, it

must ensure clients are aware that de-identified population health data is being shared for quality improvement or research and evaluation purposes; and

- (10) comply with such privacy and security measures as GCPHN reasonably advises; and
 - (11) comply with the Principles contained within the *Personally Controlled Electronic Health Records Act 2012* (Cth), the *Information Privacy Act 2009* (Qld) and any other applicable law relating to privacy in relation to the discharge of its obligations under the Contract, as if the Contractor was GCPHN.
- 12.2 The Contractor must, if requested by GCPHN during the Contract Term, obtain from its officers, employees, agent and/or subcontractors engaged for the purposes of the Contract, an executed deed of privacy in a form acceptable to GCPHN.
- 12.3 The Contractor must immediately notify GCPHN on becoming aware of any breach of Clause 12.1
- 12.4 Information provided by the Contractor to GCPHN, in order to meet the Deliverables of this Agreement, will be managed in compliance with GCPHN Information Management and Privacy Policy, which complies with the *Privacy Act 1988* (Cth).
- 12.5 a. If the Contractor provides a 'health service' (as defined in the *Privacy Act 1988* (Cth)) to an individual, the Contractor must:
- (i) comply with the requirements in the Privacy Act regarding the collection, use and disclosure of the individual's 'health information' or other 'sensitive information' (as those Terms are defined in the Privacy Act);
 - (ii) use best endeavours to obtain the written consent of the individual to the transfer of personal information relating to them collected or held by the Contractor, in connection with that service being transferred to another Australian health service provider which is contracted by the Commonwealth or the Contractors to provide similar health services to them;
 - (iii) keep a record of the written consent provided by each individual in accordance with a. ii and iv
 - (iv) ensure that records of individuals who do not consent are kept in such a way as to facilitate them being separated from other records in the event of transfer of information to another Australian health provider.
- b. If GCPHN;
- (i) terminates this Agreement;
 - (ii) removes all or part of an activity from the scope of this Agreement; or
 - (iii) changes the boundaries of your PHN Region, then your organisation must comply with any direction from GCPHN to transfer the personal information (including health information) of each individual who has provided consent under Clause a.ii to another Australian health service provider who is contracted by the Commonwealth to provide similar health services to that individual.

13. Contractor's Insurance

- 13.1 The Contractor must:

- (1) from the Commencement Date have in place or effect and maintain the following insurance:
- (a) if required by Item 7 of the Service Agreement Service Details, professional indemnity insurance (in the amount required by Item 7 of the Service Agreement Service Details), which policy must be maintained for seven years (7) after the End Date;
 - (b) if required by Item 7 of the Service Agreement Service Details public liability insurance (in the amount required by Item 7), which policy must be maintained until the End Date; and
 - (c) any other insurance that a prudent and experienced Contractor, in the position of the Contractor, would take out,
- each of which is to be:
- (d) with reputable insurers; and
 - (e) subject to terms which are satisfactory to GCPHN (acting reasonably); and
- (2) provide GCPHN with evidence satisfactory to GCPHN that the policy is current.

14. Invoicing

The Contractor must invoice GCPHN for the Services in accordance with the requirements set out in Item 6 of the Service Agreement Service Details.

15. Payment

15.1 In this Clause and Item 5 of the Service Schedule, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (GST Act) and not otherwise defined in this Agreement has the same meaning given to it in that Act.

15.2 The payments are, with the exception of any out-of-pocket expenses incurred in accordance with Clause 15.7 that are reimbursable by GCPHN and (unless expressly stated), GST inclusive of all costs and expenses incurred by the Contractor.

15.3 Subject to:

- (1) this Clause 15; and
- (2) the Contractor complying with its obligations under this Agreement (including that the services have been delivered in accordance with this Agreement and meet the Performance Criteria),

GCPHN must pay to the Contractor the payments in accordance with the requirements set out in Item 8 of the Service Schedule.

15.4 GCPHN must make payment (as specified in Item 8 of the Service Schedule) of a correctly rendered invoice within 14 days of receipt of the invoice and any supporting documentation as GCPHN reasonably requests.

15.5 Any payment of moneys under Clause 15.4 is not:

- (1) evidence of the value of the Services or that the Services have been satisfactorily carried out in accordance with this Agreement;
- (2) an admission of liability; or
- (3) approval by GCPHN of the Contractor's performance or compliance with this Agreement;

but is only to be taken as payment on account.

- 15.6 The Contractor acknowledges that, as a result of GCPHN's funding arrangements under the GCPHN Deed or otherwise, it may be paid part (or all) of the payments in advance of performing the Services to which that part of the payments relate.
- 15.7 Any out-of-pocket expenses incurred by the Contractor in providing the Services must be pre-approved in writing by GCPHN. GCPHN must reimburse the Contractor for all pre-approved out-of-pocket expenses within 14 days of receipt of a correctly rendered Tax Invoice accompanied by such supporting documentation as GCPHN reasonably requests.
- 15.8 Without limiting its rights under this Clause 15 or otherwise under this Agreement or at Law, GCPHN may deduct from moneys otherwise due to the Contractor any debt or other moneys due from or any other amount claimed by GCPHN to be payable by the Contractor to GCPHN.

16. Goods and Services Tax

16.1 In this Clause:

- (1) a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (GST Act) and not otherwise defined in this Agreement has the same meaning given to it in that Act;
- (2) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member, and any reference to a party's entitlement to an input tax credit includes any entitlement to an input tax credit of the representative member of any GST group of which that party is a member; and
- (3) if the GST Law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

16.2 When any consideration (whether expressed in money or otherwise) becomes due in respect of a taxable supply by the Contractor, the Contractor will provide GCPHN with a Tax Invoice for the supply to which the payment relates and any other documentation required under the GST Law.

16.3 If GST is applicable to a supply made under this Agreement, then, to the extent that the consideration for that supply is not already stated to include an amount in respect of GST, the Contractor may increase the consideration by the applicable amount of GST and GCPHN must pay that increased amount.

16.4 Where any out-of-pocket expenses incurred by the Contractor are to be reimbursed by GCPHN under this Agreement, the reimbursable amount will be determined as follows:

- (1) first, any amount that the Contractor is entitled to claim as an Input Tax Credit shall be deducted from the cost to the Contractor of the expense item to arrive at an "actual cost"; and
- (2) second, the actual cost shall be increased by the amount of GST applicable to the supply of the expense item to GCPHN.

16.5 Each party agrees to do all things, including providing Tax Invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any Input Tax Credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this Agreement but the supplier need not provide a Tax Invoice for a supply until the supplier has received payment for the supply.

16.6 If the GST on a taxable supply is varied pursuant to any change in legislation, the consideration payable under this Agreement must be increased or decreased to reflect that variation of the GST.

17. Termination

17.1 **Termination for Default**

- (1) A party may terminate this Agreement at any time by Notice to the other party (**Defaulting Party**) if any of the following apply:
- (a) the Defaulting Party breaches any provision of this Agreement, the breach is capable of remedy and the Defaulting Party does not remedy that breach within fourteen (14) days of receipt of Notice from the other party requiring it to be remedied;
 - (b) the circumstances contemplated by Clause 6.5;
 - (c) the Defaulting Party breaches a material provision or breaches a warranty provided under this Agreement and the breach is not capable of remedy;
 - (d) where the Defaulting Party:
 - (i) becomes an externally-administered body corporate under the *Corporations Act 2001* (Cth) or commits an act of bankruptcy; or
 - (ii) is subject to any event or circumstance which, in the reasonable opinion of a party to this Agreement, is likely materially and adversely to affect the ability of the Defaulting Party to perform all or any of its obligations under or otherwise to comply with the terms of this Agreement.
- (2) If this Agreement is terminated under Clause 17.1(1), subject to Clause 17.3, GCPHN is liable only for payments under Clause 15 for services rendered before the effective date of termination.
- (3) GCPHN may terminate this Agreement at any time by notice in writing to the Contractor if the Contractor:
- (a) is guilty of any dishonesty, serious misconduct or serious neglect of duty in connection with the provision of the Services; or
 - (b) engages in any act or omission that in the reasonable opinion of GCPHN has or will likely have the effect of causing material damage to GCPHN.
- (4) In the event the Agreement is terminated under Clause 17.1 (1) or to the extent that any part of the payments paid to the Contractor amounts to excess payments, those payments will be deemed to be held in trust for the benefit of GCPHN.

17.2 Termination for Convenience

- (1) GCPHN may as a result of any variation to the GCPHN Deed, or change in related funding or administrative policies and practices initiated by the Commonwealth, or at the direction of the Commonwealth, by Notice, terminate this Agreement by notice in writing to the Contractor. On receipt of a Notice of termination, the Contractor must:
- (i) stop work as specified in the Notice; and
 - (ii) take all available steps to minimise loss resulting from that termination and to protect GCPHN Material and Contract Material.
- (2) If this Agreement is terminated under Clause 17.2(1) 17.2, subject to Clause 17.3, GCPHN is liable only for:
- (a) Payments under Clause 15 for services rendered before the effective date of termination; and
 - (b) reasonable costs incurred by the Contractor and directly attributable to the termination.

- (3) GCPHN is not liable to pay compensation under Clause 17.2(2)(b) in an amount which would, in addition to any amounts paid or due, or becoming due, to the Contractor under this Agreement, exceed the total payments which would otherwise have been payable under this Agreement.

17.3 Refunding of Payments Paid In Advance

- (1) GCPHN:
 - (a) if this Agreement is terminated under Clauses 17.1, 17.2 or 17.3 or is otherwise terminated or expires, must determine; and
 - (b) may otherwise in its discretion choose to determine at any point, in accordance with Clause 17.3(2) the extent to which any part of the payments paid to the Contractor corresponds to Services not yet rendered.
- (2) In making its determination under Clause 17.3(1), GCPHN must:
 - (a) where applicable, take into account the Deliverables, the Deliverable Dates and any other relevant details of the Details About Service in the Service Schedule; and
 - (b) act reasonably.
- (3) To the extent that any part of the payments paid to the Contractor corresponds to Services not yet rendered (as determined by GCPHN under Clause 17.3(1)) 'Excess Payments':
 - (a) GCPHN may set off the Excess Payments against any amounts payable to the Contractor; and
 - (b) the Contractor must reimburse GCPHN for the Excess Payments (after taking into account any set off under Clause 17.3(3)(a)) within 30 days of a written request from GCPHN.

18. Dispute Resolution

- 18.1 A party must not start arbitration or court proceedings (except proceedings seeking interlocutory relief) about a dispute arising out of this Agreement or the services (Dispute) unless it has complied with this Clause 18. If a party does not comply with this Clause 18 in relation to a Dispute, the other party does not have to comply with this Clause in relation to the Dispute.
- 18.2 A party claiming that a Dispute has arisen must give Notice to the other party or parties to the Dispute giving details of the Dispute (notification).
- 18.3 On receipt of a notification each party must negotiate in good faith to resolve the Dispute and, if necessary to resolve the Dispute, involve the Chief Executive Officers or other senior officers of any of the parties directly in those negotiations.
- 18.4 If the Dispute is not resolved under Clause 18.3 within 14 days of the date of the notification (or a longer period agreed between the parties), the parties must refer the Dispute for mediation by the Australian Commercial Dispute Centre Limited (ACDC) for resolution in accordance with the mediation rules of the ACDC. Mediation must take place within the Jurisdiction.
- 18.5 If the Dispute is not resolved under Clause 18.4 within 60 days after referral to mediation (or a longer period agreed between the parties) any party may initiate proceedings in a court.
- 18.6 This Clause 18 does not:
 - (1) prevent a party from applying to a court for urgent injunctive relief; or

- (2) apply to any Dispute in relation to a termination or reduction by GCPHN under Clause 17.

19. Unavoidable Delay

- 19.1 A party (Affected Party) is not liable for any delay or failure to perform its obligations under this Agreement if:
- (1) the delay or failure is caused by an event beyond the non-performing party's reasonable control (including war, terrorism, natural disaster or labour disputes not solely involving its personnel);
 - (2) the delay could not have been reasonably foreseen before entering into this Agreement; and
 - (3) it notifies the other party of the unavoidable delay as soon as it becomes aware of it.
- 19.2 The 'affected party' must make all reasonable efforts to minimise the effects of such circumstances on the performance of this Agreement.
- 19.3 If non-performance or diminished performance by the 'affected party' due to the circumstances under Clause 19.1 continues for a period of more than 30 consecutive days, the other party may terminate the Agreement immediately by giving the 'affected party' Notice.
- 19.4 If this Contract is terminated under Clause 19.3:
- (1) each party will bear its own costs and neither party will incur further liability to the other; and
 - (2) subject to Clause 17.3, where the Contractor is the 'affected party', it will be entitled to payment for services performed in accordance with this Agreement prior to the date of intervention of the circumstances described in Clause 19.1.

20. Commonwealth Requirements

- 20.1 Notwithstanding anything else in this Agreement, the Contractor:
- (1) acknowledges that GCPHN is bound by obligations to the Commonwealth under the GCPHN Deed and that the Contractor's acts or omissions (except where it is acting in accordance with the terms of this Agreement) may cause GCPHN to breach or otherwise incur liabilities under the GCPHN Deed;
 - (2) must comply with all reasonable directions of GCPHN, and otherwise provide all assistance and do all things necessary for GCPHN to comply with the GCPHN Deed;
 - (3) must comply with any obligations under any laws relating to working or contact with Vulnerable Persons or police checks;
 - (4) must ensure that any subcontractor approved under this Agreement is engaged under a subcontract that contains all the relevant terms of this Agreement including those relating to subcontracting, intellectual property, obligations equivalent to those under this Clause 20, and in particular that the Contractor has or will secure for itself a right to terminate the subcontract on terms no less favourable than those accorded to GCPHN by Clause 17.2 in the event of this Agreement being terminated;
 - (5) acknowledges that the Commonwealth may collect Personal Information from it, which may be used or disclosed to administer, monitor, review, promote and evaluate this Agreement; and
 - (6) acknowledges that the Commonwealth may:
 - (a) collect, use and disclose the Personal Information of the Contractor; and

- (b) disclose information about the Contractor to, and receive information about the Contractor from, any Commonwealth or other entity that maintains the Commonwealth Department of Health's electronic on-line grant management system or has a directly-related policy interest or a role in administering the Primary Health Networks Core Funding Program.
- 20.2 The Contractor must allow the Auditor-General, the Privacy Commissioner, the Commonwealth Ombudsman and persons authorised in writing by the Commonwealth:
 - (1) to access:
 - (a) premises at which any Contract Material is stored or at which the services are undertaken; and
 - (b) its personnel; and
 - (2) to inspect and copy any Contract Material.
- 20.3 The Contractor:
 - (1) must provide any report, or assistance in preparing any report, as directed by GCPHN in order for GCPHN to comply with the GCPHN Deed;
 - (2) must not publish any publication or otherwise make any public communication in relation to the services without the prior written approval of GCPHN; and
 - (3) must comply with any directions of GCPHN in respect of publications.
- 20.4 The Contractor must:
 - (1) comply with any reasonable directions of GCPHN in relation to confidentiality or conflict of interest as defined and located online at this web address - www.GCPHN.org.au/COI; and
 - (2) provide any information or enter into any undertakings required by the Commonwealth in respect of confidentiality or conflict of interest defined and located online at this web address - www.GCPHN.org.au/COI; and
 - (3) upon request by GCPHN or the Commonwealth, provide to GCPHN or the Commonwealth any document that relates to the performance of this Agreement
- 20.5 The Contractor must at all times indemnify and release GCPHN, its employees, directors, officers and agents from and against all claims and losses arising under the GCPHN Deed directly or indirectly as a result of the Contractor's breach of this Clause 20.

21. General

21.1 No Partnership or Employment

- (1) The relationship between GCPHN and the Contractor is that of a principal and an independent Contractor. Nothing in this Agreement is intended to create a partnership as between the Contractor and GCPHN. The Contractor acknowledges that:
 - (a) the Contractor has no authority to bind GCPHN without GCPHN's specific consent; and
 - (b) the Contractor enters into this Agreement as an independent contractor and retains the ultimate responsibility for the management and direction in relation to the provision and performance of the services to GCPHN.

- (2) The Contractor must not represent itself as being an officer, employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.
- (3) Notwithstanding paragraph (2), the Contractor acknowledges that:
- (a) it may be considered a "Commonwealth Service Provider" for the purposes of the *Ombudsman Act 1976* (Cth) and subject to investigation by the Commonwealth Ombudsman under that Act and that neither the Commonwealth nor GCPHN will be liable for the costs of any such investigation in connection with this Agreement or the services; and
 - (b) it must comply with the Code of Conduct in section 13 of the *Public Service Act 1999* (Cth).
- (4) The Contractor acknowledges that:
- (a) its role under this Agreement is as a non-exclusive provider of services; and
 - (b) GCPHN is in no way restricted from performing or engaging third parties to perform services similar to the Services.
- (5) The Contractor is solely responsible for paying its employees and agents, including but not limited to the Specified Personnel, all remuneration and benefits including salary, superannuation, annual leave, sick leave, long service leave, and any other benefits to which they may be entitled as its employees, and for otherwise complying with the legislation and industrial awards which are applicable to its employees. The Contractor must pay all taxes and duties in respect of such remuneration and benefits.
- (6) The obligations under this clause 21.1 survive termination or expiry of this Agreement.

21.2 No Assignment

Neither party to this Agreement may assign or otherwise deal with the whole or any part of it except with the prior written consent of the other party.

21.3 Further Assurance

Each party must promptly, at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Agreement.

21.4 Severability

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

21.5 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

21.6 Entire Understanding

- (1) This Agreement:
- (a) is the entire Agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
 - (b) supersedes any prior Agreement or understanding on anything connected with that subject matter.

- (2) The Contractor acknowledges and agrees that:
- (a) it has entered into this Agreement based on its own investigations, interpretations, deductions, information and determinations;
 - (b) the Agreement supersedes all material and representations provided by GCPHN in entering into this Agreement; and
 - (c) to the extent permitted by law, GCPHN is not liable to the Contractor upon any claim with respect to GCPHN Material or GCPHN representations.

21.7 Amendment

- (1) Subject to paragraph (2), an amendment to this Agreement is not effective unless it is in writing and signed by the parties.
- (2) Where GCPHN determines that an amendment to this Agreement is necessary:
- (a) to ensure that the Contractor complies with the requirements of the GCPHN Deed; or
 - (b) as a result of any variation to the GCPHN Deed, or change in related funding or administrative policies or practices, where that change or variation is initiated by the Commonwealth,
- GCPHN will:
- (c) notify the Contractor in writing of the amendment;
 - (d) consult with the Contractor in good faith on any necessary adjustment to the fee resulting from the amendment; and
 - (e) adjust the fee as necessary and acting reasonably.
- (3) The Contractor will be deemed to have agreed to any amendment to this Agreement in accordance with paragraph (2).
- (4) GCPHN will post the terms and conditions of this agreement to its website at www.gcphn.org.au; The Contractor shall be deemed to have been provided notice, in accordance with clause 21.10.

21.8 Waiver

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing and is only effective in respect of the specific instance to which it relates and for the specific purpose for which it is given.

21.9 Costs and Outlays

Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Agreement.

21.10 Notices

- (1) A notice or other communication connected with this Agreement shall be deemed to have been duly given or served if it is in writing, signed by or on behalf of a party and addressed to the contact person set out in Item 2 of the Service Agreement Service Details, and is either delivered

by hand, posted, by email or facsimile to the contact details set out in Item 2 of the Service Agreement Service Details or such other address as may be notified in writing from time to time.

(2) A Notice given in accordance with 21.10(1) is taken to be received:

- (a) if sent by post, on the second business day after the date of posting (or if outside Australia, on the seventh business day after the date of posting)
- (b) if sent by facsimile, when the sender's facsimile machine generates a message confirming successful transmission; or
- (c) if sent by email, the date Notice was sent, unless the sender receives an email message stating that the Notice could not be delivered,

but if the Notice is given after 5.00pm on a business day or not on a business day, the Notice is taken to be received at 9.00am on the next business day.

21.11 **Governing Law and Jurisdiction**

The law of the Jurisdiction governs this Agreement and the parties submit to the non-exclusive Jurisdiction of the courts of the Jurisdiction and any courts of appeal from those courts.

21.12 **Survival**

The obligations of the Contractor under Clauses 3.2, 7, 8, 9, 10, 11, 12, 13, 17.3 and 20 will survive the expiry or termination of this Agreement.

Under review - Subject to change

Executed as an Agreement.

Signed as an agreement on / / 2020

Signed, sealed and delivered by **Entity Name**)
in the presence of:)
)

Signature of Authorised Representative

Name of Authorised Representative (print)

Signature of Witness

Name of Witness (print)

Signed, sealed and delivered by **Primary Care Gold Coast Limited ACN 152 953 092** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of Director/Company Secretary (Please delete as applicable)

Signature of Witness

Name of Director/Company Secretary (print)
(Please delete as applicable)

Full Name of Witness (Print)

Date _____

Date _____

Service Agreement Service Details

| | |
|--------------------------|--------------|
| Service Agreement Number | Folio Number |
|--------------------------|--------------|

1. Term (Clause 2)

| | |
|-------------------|---------------|
| Commencement Date | DD Month Year |
| End Date | DD Month Year |

2. Contact Details (Clause 21.10(1))

| | Our Company Details | Your Company Details |
|--|--|----------------------|
| Name of Legal Entity | Primary Care Gold Coast Limited (Trading as Gold Coast Primary Health Network) | xxxx |
| GST Registered. Yes or No | Yes | xxxx |
| ABN | 47 152 953 092 | xxxx |
| Entity Contact Person <i>Note: Entity contact only. The Service Manager or relevant contact person for the service is listed in the Service Schedule.</i> | Matthew Carrodus CEO | xxxx |
| Address | Level 1/14 Edgewater Court Robina 4226 PO Box 3576 Robina Town Centre QLD 4230 | xxxx |
| Telephone | 07 5635 2455 | xxxx |
| Email | mattc@gcphn.com.au | xxxx |

3. Funding under the Service Schedule (Clauses 1.1(9) & (29) and 3)

Each attached Service 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) any prior services in respect of the subject matter of this Agreement performed by the Contractor before the Commencement Date;
 - (iv) some specific requirements that You must comply with, such as Reporting Requirements.

4. Performance Criteria (Clause 6)

The Contractor must perform the Services so that they meet the performance criteria set out in the Service Schedule at 7.2 Data, Statements, Reports You are to Submit and meetings you are to attend.

5. Financial Reporting

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

| | Reporting Period and Due Date | Details and Standard of Reporting | Lodgement |
|---|---|--|--|
| Financial Acquittals | <p><u>Reporting Period:</u> Quarterly</p> <p><u>Due Date:</u> Within Fourteen (14) days after the end of each quarter - due 14 October 14 January 14 April 14 July (of each year)</p> | <p>Quarterly financial data must be acquitted on the template at (Attachment 2 to the Service Agreement Service Details) for each project specified at Item 5 of the Service Schedule.</p> <p>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 Service Schedule and certified by the chief accounting officer or equivalent.</p> <p>If the Funding is provided for part of the reporting period (either at the Service Schedule Start Date or Service Schedule End Date) Financial Acquittals must still be submitted for the relevant part of that reporting period.</p> | <p>Financial Acquittals are to be submitted via email to commissioning@gcphn.com.au using the Excel Spreadsheet provided by GCPHN upon execution.</p> |
| <p>Audited Annual Financial Acquittal Report and Audited General Purpose Financial Statement</p> <p>Or</p> <p>Financial Declaration (if there is no audit requirements)</p> | <p><u>Reporting Period:</u> Annually</p> <p><u>Due Date:</u> In accordance with the lodgement period of Your incorporating legislation, or if not otherwise stated, by 30 September</p> | <p>Audited financial data must be acquitted on the template at (Attachment 2 to the Service Agreement Service Details) for each project specified at Item 5 of the Service Schedule.</p> <p>And</p> <p>You must provide a copy* of Your Audited General Purpose Financial Statement prepared in accordance with the Australian Accounting Standards comprising the following documents:</p> <ol style="list-style-type: none"> Statement of Profit and Loss and other comprehensive income Statement of financial position Statement of changes in equity Statement of Cashflows Notes to and forming part of the Financial Statement Directors' statement/declaration Independent Audit Report, and Asset Register in relation to Funded Assets (where applicable). <p><u>Or</u></p> <p>If your organisation is not required to prepare an Audited General Purpose Financial Statement (as above), you will be required to submit a Financial Declaration as per the template</p> | <p>Audited Annual Financial Acquittal Report and Audited General Purpose Financial Statement must be submitted via email to commissioning@gcphn.com.au</p> <p><u>Or</u></p> <p>Financial Declaration must be submitted via email to commissioning@gcphn.com.au</p> |

| | | | |
|--|--|---|--|
| | | <p>provided at (Attachment 3 to the Service Agreement Details).</p> <p>* If You have more than one Service Agreement with Us, You are only required to submit one copy of the Audited General Purpose Financial Statement or Financial Declaration to Us.</p> | |
|--|--|---|--|

5.1 Certification of Reporting

You must ensure that the quarterly reports completed and submitted by your service team have been certified by the Authorised signatory or delegated signatory of your organisation as specified in the table below.

| | Reporting Period and Due Date | Details and Standard of Reporting | Lodgement |
|--|--|--|---|
| Authorised/ Delegated Signatory Certification | <p><u>Reporting period:</u> Quarterly</p> <p><u>Due date:</u> Within Fourteen (14) days after the end of each quarter - due 14 October 14 January 14 April 14 July</p> | <p>You must complete the Authorised/Delegated Signatory section of your service's Quarterly Performance Measurement and Reporting template provided by GCPHN.</p> <p><u>Or</u> where a template is not provided, submit an Authorised/Delegated Signatory Certification at (Attachment 4 to the Service Schedule), 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.</p> | <p>If applicable, your Authorised/Delegated Signatory Certification must be submitted via email to commissioning@gcphn.com.au</p> |

6. Invoicing Requirements (Clause 14, 15 and 16)

| | |
|------------------------------|---|
| Frequency of Invoices | Upon satisfactory completion of each deliverable listed in the Service Schedule at 8. Timing of Payments or as otherwise reasonably directed by GCPHN. |
| Invoice Content | <p>Invoices must be addressed to GCPHN's Entity Contact Person in Item 2 of the Service Agreement Service Details and emailed to commissioning@gcphn.com.au and must include the following information:</p> <ul style="list-style-type: none"> (a) The Name and Date of this Agreement (including Service Schedule number) (b) The correct Invoice amount (c) Details of the work that is the subject of the Invoice; including the period of time during which the work was carried out (corresponding deliverable) (d) Substantiation of out of pocket expenses, if applicable to this Contract, to the reasonable satisfaction of GCPHN (e) Payment method details (Direct Credit Account details); and (f) Contact person (including address, email address and telephone number) for accounts queries. |

| | |
|--|---|
| | If a supply to which the Invoice relates is a Taxable Supply, the Invoice must be in the form of a Tax Invoice. |
|--|---|

7. Insurance (Clause 13)

| | |
|---|---|
| Minimum amount of Professional Indemnity Insurance <i>A copy of current Certificate of Currency to be provided upon Execution of Contract</i> | Not less than \$X million per claim. |
| Minimum amount of Public Liability Insurance <i>A copy of current Certificate of Currency to be provided upon Execution of Contract</i> | Not less than \$X million per claim. |
| Minimum amount of Workers' Compensation Insurance <i>A copy is not required but must have a copy on file at your place of business.</i> | As required by WorkCover Queensland (or relevant state body). |

8. Performance of Services (Clause 3)

Service Delivery Quality Performance Framework and Reporting

Select only one option, delete other option

You are required to complete the Service Delivery Quality Performance Framework Report at Attachment 4, or provide your own Quality Performance Report (that meets the requirements of the report at Attachment 4), unless We otherwise notify You. You can apply for an exemption from completing the Service Delivery Quality Performance Framework Report if You can demonstrate that You have been accredited as meeting the criteria of the following standards, as accepted by GCPHN.

The standards accepted by GCPHN are as follows:

3 Core standards:

- Human Services Quality Standards
- National Standards for Mental Health Services
- Quality Improvement Council

2 Clinical Quality standards:

- Royal Australian College of General Practices Standards
- National Safety and Quality Health Standards

Or, If organisation is accredited, the GCPHN Contract developer will delete above and insert the following wording and provide the data to be inserted in yellow sections.

You are exempt from submitting the Service Delivery Quality Performance Framework Report Attachment 4 until **insert expiry date of quality certification** as you have provided evidence of **insert name of standard/quality system** certification to this date. You will need to reapply for exemption from reporting against the Service Delivery Quality Performance Framework from **insert day after expiry date of quality certification**.

Audits may be undertaken from time to time as determined by GCPHN, to ensure compliance with the Service Delivery Quality Performance Framework, Service Providers must grant GCPHN and/or its authorised personnel access to complete the necessary audit requirements. GCPHN will give 14 days' notice of audits to Service Provider.

Reporting Requirements

| | Reporting Period and Due Date | Details and Standard of Reporting | Lodgement |
|--|-------------------------------|-----------------------------------|-----------|
|--|-------------------------------|-----------------------------------|-----------|

| | | | |
|--|---|--|---|
| Service Delivery Quality Performance Framework – Report | <u>Reporting Period:</u> Establishment period <u>and</u> Six-Monthly <u>Due Dates:</u> Establishment - within one (1) month after commencement <u>and</u> Six-monthly – within one (1) month after the end of each six-month period – due by 31 January and 31 July (of each year) | The Service Delivery Quality Performance Framework Report must be completed as per (Attachment 4 to the Service Agreement Service Details) except as specified in Item 8 above. If you have more than one Service Schedule under this Agreement, You are only required to submit one copy of the completed Service Delivery Quality Performance Framework Report to Us. | The Service Delivery Quality Performance Framework Report (or Yours as agreed by GCPHN) must be submitted via email to commissioning@gcphn.com.au |
|--|---|--|---|

9. Special Conditions

Changes to delivery model or your service partners

At any time during the course of this Service Agreement, if any changes occur with the service delivery model or your Service Partners described in this Service Agreement. You must advise Us accordingly.

Marketing, communication, media and promotion

You are required to follow the Guideline located here [Marketing, communication, media and promotion guideline](#) ; which sets out marketing, communication, media and promotional standards for GCPHN commissioned services that have received funding from Gold Coast Primary Health Network (GCPHN). This is to ensure increased community awareness and uptake of the promoted service leading to improved health outcomes, consistency of messaging and branding and increased awareness and recognition of GCPHN services.

TEMPLATES

Attachment 1: Banking Details – EFT Application Form Electronic Deposit of Funds
(*New Provider or Change in banking details*)

Attachment 2: Financial Acquittal and Annual Financial Acquittal

Attachment 3: Financial Declaration

Attachment 4: Service Delivery Quality Performance Framework – Overview and Report

Under review - Subject to change

Attachment 1 – Banking Details Template

(Example only – GCPHN to provide a template electronically during contract negotiation)

INSTRUCTIONS: Completion required if you are a new provider or there has been a change to your banking details. Please return the completed form via email to commissioning@gcphn.com.au

BANKING DETAILS EFT APPLICATION FORM ELECTRONIC DEPOSIT OF FUNDS TEMPLATE

SECTION A – YOUR FINANCIAL INSTITUTION ACCOUNT DETAILS

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

Name of Organisation:

by way of Direct Deposit to the following account:

Name of Approved Financial Institution:

Institution/State/Branch Number:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(6 characters only)

Account Number:

Account Name:

Signature:

Name (please print):

Position:

Contact Phone Number:

SECTION B – FOR FORWARDING OF REMITTANCE ADVICE DETAILS

Email:

Service Agreement Number:

Attachment 2 — Financial Acquittal and Annual Financial Acquittal Template
(Examples only – GCPHN to provide a template electronically upon contract execution)

INSTRUCTIONS: Please complete in the Excel spreadsheet format provided and submit via email to commissioning@gcphn.com.au

GOLD COAST PRIMARY HEALTH NETWORK
QUARTERLY FINANCIAL REPORTING TEMPLATE

REPORTING PERIOD: From: _____ To: _____
Contractor Name: _____
Program/Service Name: _____

| | FTE | ANNUAL BUDGET | ACTUALS | | | | YTD ACTUAL | VARIANCE TO BUDGET | YTD ACTUALS AS % OF ANNUAL BUDGET |
|---|-----|---------------|---------|---------|---------|---------|------------|--------------------|-----------------------------------|
| | | | Jul-Sep | Oct-Dec | Jan-Mar | Apr-Jun | TOTAL | | |
| FUNDING | | | | | | | | | |
| GCPHN | | | | | | | 0 | 0 | 0.0% |
| Other (please specify) | | | | | | | 0 | 0 | 0.0% |
| TOTAL FUNDING | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| EXPENSES | | | | | | | | | |
| DIRECT OPERATING EXPENSES | | | | | | | | | |
| Employment Expenses | | | | | | | | | |
| Salaries & superannuation | | | | | | | 0 | 0 | 0.0% |
| Professional Development | | | | | | | 0 | 0 | 0.0% |
| Recruitment | | | | | | | 0 | 0 | 0.0% |
| Other | | | | | | | 0 | 0 | 0.0% |
| Total Employment Expenses | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Travel Expenses | | | | | | | | | |
| Car expenses | | | | | | | 0 | 0 | 0.0% |
| Other travel | | | | | | | 0 | 0 | 0.0% |
| Total Travel Expenses | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Other Direct Expenses | | | | | | | | | |
| Please list - | | | | | | | 0 | 0 | 0.0% |
| | | | | | | | 0 | 0 | 0.0% |
| | | | | | | | 0 | 0 | 0.0% |
| Total Other Direct Expenses | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| TOTAL DIRECT EXPENSES | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| OTHER OPERATING EXPENSES | | | | | | | | | |
| Indirect Program Expenses | | | | | | | | | |
| Marketing, communications, printing | | | | | | | 0 | 0 | 0.0% |
| Training | | | | | | | 0 | 0 | 0.0% |
| IT Support/Hardware | | | | | | | 0 | 0 | 0.0% |
| Other | | | | | | | 0 | 0 | 0.0% |
| | | | | | | | 0 | 0 | 0.0% |
| Total Indirect Program Expenses | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Administration & Overhead Expenses | | | | | | | | | |
| Admin/office expense allocation | | | | | | | 0 | 0 | 0.0% |
| Other (please list) - | | | | | | | 0 | 0 | 0.0% |
| | | | | | | | 0 | 0 | 0.0% |
| Total Admin & Overhead Expenses | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| TOTAL OTHER EXPENSES | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| ESTABLISHMENT EXPENSES (if applicable) | | | | | | | | | |
| Staffing Expenses | | | | | | | | | |
| Salaries & on-costs | | | | | | | 0 | 0 | 0.0% |
| Recruitment | | | | | | | 0 | 0 | 0.0% |
| Other | | | | | | | 0 | 0 | 0.0% |
| Total Staffing Expenses | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Other expenses | | | | | | | | | |
| Computer purchases | | | | | | | 0 | 0 | 0.0% |
| Office equipment purchases | | | | | | | 0 | 0 | 0.0% |
| Other (please list) - | | | | | | | 0 | 0 | 0.0% |
| | | | | | | | 0 | 0 | 0.0% |
| Total Other Expenses | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| TOTAL ESTABLISHMENT EXPENSES | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| GRAND TOTAL ALL EXPENSES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| SURPLUS/(DEFICIT) | | 0 | | | | | 0 | 0 | |

GOLD COAST PRIMARY HEALTH NETWORK

SIX MONTHLY FINANCIAL REPORTING TEMPLATE

REPORTING PERIOD:

From:

To:

Contractor Name:

Program/Service Name:

| | FTE | ANNUAL BUDGET | ACTUALS | | YTD ACTUAL | VARIANCE TO BUDGET | YTD ACTUALS AS % OF ANNUAL BUDGET |
|---|-----|---------------|---------|---------|------------|--------------------|-----------------------------------|
| | | | Jul-Dec | Jan-Jun | TOTAL | | |
| FUNDING | | | | | | | |
| GCPHN | | | | | 0 | 0 | 0.0% |
| Other (please specify) | | | | | 0 | 0 | 0.0% |
| TOTAL FUNDING | | 0 | 0 | 0 | 0 | 0 | 0.0% |
| EXPENSES | | | | | | | |
| DIRECT OPERATING EXPENSES | | | | | | | |
| Employment Expenses | | | | | | | |
| Salaries & superannuation | | | | | 0 | 0 | 0.0% |
| Professional Development | | | | | 0 | 0 | 0.0% |
| Recruitment | | | | | 0 | 0 | 0.0% |
| Other | | | | | 0 | 0 | 0.0% |
| Total Employment Expenses | | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Travel Expenses | | | | | | | |
| Car expenses | | | | | 0 | 0 | 0.0% |
| Other travel | | | | | 0 | 0 | 0.0% |
| Total Travel Expenses | | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Other Direct Expenses | | | | | | | |
| Please list - | | | | | 0 | 0 | 0.0% |
| | | | | | 0 | 0 | 0.0% |
| | | | | | 0 | 0 | 0.0% |
| Total Other Direct Expenses | | 0 | 0 | 0 | 0 | 0 | 0.0% |
| TOTAL DIRECT EXPENSES | | 0 | 0 | 0 | 0 | 0 | 0.0% |
| OTHER OPERATING EXPENSES | | | | | | | |
| Indirect Program Expenses | | | | | | | |
| Marketing, communications, printing | | | | | 0 | 0 | 0.0% |
| Training | | | | | 0 | 0 | 0.0% |
| IT Support/Hardware | | | | | 0 | 0 | 0.0% |
| Other | | | | | 0 | 0 | 0.0% |
| | | | | | 0 | 0 | 0.0% |
| Total Indirect Program Expenses | | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Administration & Overhead Expenses | | | | | | | |
| Admin/office expense allocation | | | | | 0 | 0 | 0.0% |
| Other (please list) - | | | | | 0 | 0 | 0.0% |
| | | | | | 0 | 0 | 0.0% |
| Total Admin & Overhead Expenses | | 0 | 0 | 0 | 0 | 0 | 0.0% |
| TOTAL OTHER EXPENSES | | 0 | 0 | 0 | 0 | 0 | 0.0% |
| ESTABLISHMENT EXPENSES (if applicable) | | | | | | | |
| Staffing Expenses | | | | | | | |
| Salaries & on-costs | | | | | 0 | 0 | 0.0% |
| Recruitment | | | | | 0 | 0 | 0.0% |
| Other | | | | | 0 | 0 | 0.0% |
| Total Staffing Expenses | | 0 | 0 | 0 | 0 | 0 | 0.0% |
| Other expenses | | | | | | | |
| Computer purchases | | | | | 0 | 0 | 0.0% |
| Office equipment purchases | | | | | 0 | 0 | 0.0% |
| Other (please list) - | | | | | 0 | 0 | 0.0% |
| | | | | | 0 | 0 | 0.0% |
| Total Other Expenses | | 0 | 0 | 0 | 0 | 0 | 0.0% |
| TOTAL ESTABLISHMENT EXPENSES | | 0 | 0 | 0 | 0 | 0 | 0.0% |
| GRAND TOTAL ALL EXPENSES | 0 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| SURPLUS/(DEFICIT) | | 0 | | | 0 | 0 | |

Attachment 3: Financial Declaration Template

(Example only – GCPHN to provide a template electronically upon contract execution)

INSTRUCTIONS: To be submitted if your organisation is not required to prepare an Audited General Purpose Financial Statement. Please copy the format below, add to your letterhead to the template, complete and submit via email to commissioning@gcphn.com.au

FINANCIAL DECLARATION

Activity Name: _____

Service Agreement Number: _____

Entity Name: _____

Funding amount (excl GST): \$_____ (As per the Funding Agreement and any Variations)

Are there any unspent funds? Yes ☐ No ☐

If yes, please state amount: \$ _____

I verify:

That I am authorised by the rules governing the above entity to provide this statement in respect of those funds and that:

- the funding referred to above was spent in accordance with the Terms and Conditions under which the funding was provided;
- the activities for which funding was provided were completed as described in the schedule(s) to the funding agreement; and
- all records of financial transactions relating to the funding will be kept for 5 years or the minimum prescribed by any legislation under which the organisation falls e.g. Incorporated Associations Act, Tax Act etc.

Signed: _____ Date: _____

Name: _____

Position: _____

Giving false or misleading information is a serious offence.

Attachment 4: Service Delivery Quality Performance Framework – Overview and Report Template

(Example only – if applicable, GCPHN to provide a Word version electronically upon contract execution)

INSTRUCTIONS: To be completed and submitted via email to commissioning@gcphn.com.au

or

Attachment 4: Service Delivery Quality Performance Framework – Overview and Report Template

(To be viewed online - GCPHN to provide a Word version electronically upon execution)

INSTRUCTIONS: Below is an overview of the Service Delivery Quality Performance Framework. As the full document is 30 pages long, we have provided you with a link to copy and paste into your internet browser, where you can view the full content prior to executing your contract. Here is the link to be pasted into your internet browser: www.GCPHN.org.au;

Overview Service Delivery Quality Performance Framework

| Perspective 1: Funded Service Delivery | |
|---|--|
| Objectives | Indicators |
| Service Types 1.1 The organisation delivers the services as agreed with GCPHN | 1.1a The organisation describes its funded Service Types |
| Service Statistics 1.2 Services and service user data will provide GCPHN with information to monitor an organisation's performance | 1.2a The organisation collects and reports direct service delivery statistics to GCPHN as per the Service Agreement Schedules |
| Perspective 2: Service User and Community | |
| 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 assists 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 | 2.5a 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. |

| | |
|---|---|
| 2.5 The organisation encourages participation by members of its target group and the broader community. | |
| 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. |

| Perspective 3: Continuous Quality Improvement | |
|--|---|
| 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. |

| Perspective 4: Management and Resourcing | |
|--|--|
| 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 | 4.4a The Board or management committee addresses issues of sustainability and quality improvement in the organisation's strategic plan. |

| Perspective 4: Management and Resourcing | |
|---|--|
| Objectives | Indicators |
| 4.4 The Board or management committee has identified ways to maintain or enhance the sustainability of the organisation. | 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. |

Under review - Subject to change

Service Delivery Quality Performance Framework Report: Template

Service Delivery Quality Performance Framework Report for the Period:

[insert month] 20__ to [insert month] 20__

| | |
|--|---|
| Organisation: | |
| Service Provider: | |
| Project Title/s: | |
| Contract Period: | |
| Service Schedule number: | |
| Authorised/Delegated Signatory Name and Title: | I, _____, verify that the information provided in this template is a true record at date of submission. |

Perspective 1: Funded Service Delivery

Indicators relating to Perspective 1 are addressed in the Service Schedule for each program.

Perspective 2: Service User and Community

| FOCUS AREA: | Service User Focus | Indicator Questions for: |
|--|--|--|
| | | ➤ Objective 2.1 : Indicator 2.1a : Indicator 2.1b |
| Objective 2.1 | The organisation's service users are satisfied with funded services delivered. | |
| Indicator 2.1a | The organisation has a process for monitoring service user satisfaction and improves its service according to the feedback collected. | |
| 1. Does the organisation follow a documented procedure for encouraging service users to provide feedback? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 2. How often does the organisation conduct a service user satisfaction survey or feedback collection process? | | |
| <input type="checkbox"/> | At every service delivery occasion | |
| <input type="checkbox"/> | At least annually | |
| <input type="checkbox"/> | At least once every three years | |
| <input type="checkbox"/> | Rarely/never | |
| 3. Is feedback from service users and community collated, analysed and used to inform service planning and improvement? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| Indicator 2.1b | The organisation has a documented, advertised and accessible complaint mechanism. | |
| 4. Does the organisation follow a documented complaints management procedure that complies with relevant legislation or other contract requirements: | | |
| <input type="checkbox"/> | Encourages and supports service users to raise concerns and protects them against retribution | |
| <input type="checkbox"/> | Is consistent with policy and procedures on privacy | |
| <input type="checkbox"/> | Promotes safety and the prevention of harm; is culturally safe and appropriate | |
| <input type="checkbox"/> | Allows for the participation of a support person or advocate | |
| <input type="checkbox"/> | Distinguishes between complaints and dispute resolution | |
| <input type="checkbox"/> | Distinguishes between complaints of a serious or urgent nature and less serious complaints | |
| <input type="checkbox"/> | Requires a record to be kept of complaints | |
| <input type="checkbox"/> | Requires receipt of a complaint be acknowledged | |

| FOCUS AREA: Service User Focus | | Indicator Questions for: ➤ Objective 2.1 : Indicator 2.1a : Indicator 2.1b |
|---|--|--|
| <input type="checkbox"/> | Provides for prompt responses and timely action | |
| <input type="checkbox"/> | Provides for appropriate investigation | |
| <input type="checkbox"/> | Ensures that progress towards resolution is reviewed within an agreed timeframe | |
| <input type="checkbox"/> | Is fair and impartial | |
| <input type="checkbox"/> | Ensures outcomes are reported to the complainant and resultant actions implemented | |
| <input type="checkbox"/> | Provides for review or appeal, including advice of other avenues such as the funding body or other complaints agencies | |
| 5. Does the organisation make information about its complaints procedure available to all service users, in appropriate formats, and place it on display in a public area of its service? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 6. Does the organisation ensure all service users are aware of its complaints procedure and make the following information available in appropriate formats: | | |
| <input type="checkbox"/> | Rights and responsibilities of the service user and service provider in relation to complaints | |
| <input type="checkbox"/> | How a dispute or complaint should be lodged | |
| <input type="checkbox"/> | Who is responsible for receiving and managing complaints | |
| <input type="checkbox"/> | Steps and time frames in the process of investigating and resolving a complaint | |
| <input type="checkbox"/> | Access to advocacy or independent support | |
| <input type="checkbox"/> | Processes for review or appeal | |
| <input type="checkbox"/> | How the person will be informed of progress and outcomes | |
| <input type="checkbox"/> | External or alternative avenues for complaint | |
| <input type="checkbox"/> | What records are kept and reports made | |
| 7. Does the organisation keep records of complaints and service user feedback and use the information to make service improvements? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 8. Does the organisation ensure the nature and outcomes of service user complaints are reported to senior management and the Management Committee or Board? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |

| FOCUS AREA: Service User Focus | | Evidence Questions for: ➤ Objective 2.1 |
|---|---|--|
| <input type="checkbox"/> [insert date of last review] | Documented service user feedback policy and procedures | |
| <input type="checkbox"/> | Report from previous service user survey or feedback collection | |
| <input type="checkbox"/> [insert date of last review] | Documented complaints policy and procedures | |
| <input type="checkbox"/> | Service user information handout or wall poster | |
| <input type="checkbox"/> [indicate frequency] | Reports to senior management and/or Management Committee/Board | |
| Please list any other evidence you regard as significant: | | |
| | | |

| FOCUS AREA: Service User Focus | | Performance Report for: ➤ Objective 2.1 |
|--|--|--|
| Provide a brief summary of the results of your organisation's feedback from service users: | | |

| | |
|---|---|
| | |
| Has your organisation received any complaints from service users in the reporting period? | |
| <input type="checkbox"/> | No |
| <input type="checkbox"/> | Yes [if 'yes', indicate the number of complaints received and the number successfully resolved] |
| [insert number] | Complaints received |
| [insert number] | Complaints successfully resolved |

| | | |
|---|--|---|
| FOCUS AREA: Service User Focus | | Indicator Questions for: ➤ Objective 2.2 : Indicator 2.2a : Indicator 2.2b |
| Objective 2.2 The organisation ensures its service users are aware of their rights and responsibilities and upholds those rights. | | |
| Does the organisation provide services to individual service users? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No (If 'No' please skip this section and go to Objective 2.3) | |
| Indicator 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. | | |
| 1. Does the organisation follow documented policies and procedures that provide service users with protection of their legal and human rights and of their right to privacy, dignity and confidentiality? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 2. Does the organisation provide staff with a clear ethical framework for their behaviour and interactions with service users? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 3. Does the organisation have a documented statement of service user's rights and responsibilities that addresses: | | |
| <input type="checkbox"/> | Privacy and confidentiality | |
| <input type="checkbox"/> | Scope and limitation of services to be provided | |
| <input type="checkbox"/> | Conditions of service provision (including any fees or charges) | |
| <input type="checkbox"/> | Service user feedback, complaints or disputes | |
| <input type="checkbox"/> | Staff behaviour towards service users | |
| <input type="checkbox"/> | Service user decision making and right to self determination | |
| <input type="checkbox"/> | Access to support or advocacy | |
| <input type="checkbox"/> | Responsibilities of service users | |
| 4. Are all service users, staff and other relevant people made aware of the rights and responsibilities of service users? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 5. Are service users provided with the following information on commencement of service: | | |
| <input type="checkbox"/> | Service orientation or overview | |
| <input type="checkbox"/> | Standard of service to be expected | |
| <input type="checkbox"/> | Relevant policies and procedures | |
| <input type="checkbox"/> | Service user rights and responsibilities | |
| <input type="checkbox"/> | Procedures for reporting incidents, making a complaint or providing feedback | |
| <input type="checkbox"/> | Any risks associated with receiving service | |
| <input type="checkbox"/> | Contact information | |

| FOCUS AREA: Service User Focus | | Indicator Questions for: |
|--|--|--|
| | | ➤ Objective 2.2 : Indicator 2.2a : Indicator 2.2b |
| Indicator 2.2b The organisation has systems in place to ensure the confidentiality, privacy and consent of service users. | | |
| 6. Does the organisation have written guidelines on who may access particular groups of records and a way of preventing unauthorised access? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 7. When collecting personal information, is the consent of the person or of a delegated support person always obtained? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 8. Does the organisation have documentation that complies with privacy obligations: | | |
| <input type="checkbox"/> | Aims to protect individual privacy | |
| <input type="checkbox"/> | Ensures that only personal information that is needed is collected | |
| <input type="checkbox"/> | Ensures personal information is collected in a manner that protects privacy | |
| <input type="checkbox"/> | Ensures that individuals are aware of what information is kept about them and the reasons for this | |
| <input type="checkbox"/> | Ensures personal records are accurate and up to date | |
| <input type="checkbox"/> | Provides access for individuals to their own records | |
| <input type="checkbox"/> | Enables individuals to have their own records amended to correct information | |
| <input type="checkbox"/> | Ensures consent is given to any release of personal information | |
| <input type="checkbox"/> | Ensures that any information released for evaluation or research purposes is de-identified | |
| <input type="checkbox"/> | Is made publicly available | |
| 9. If the organisation is required to conform to Privacy legislation, does it? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| <input type="checkbox"/> | Does not need to conform | |
| 10. Does the organisation have a procedure for disposing of obsolete personal records or for transferring records of service users that protects the privacy of individuals? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 11. Does the organisation have a procedure for handling requests for access to personal information and for handling appeals against decisions to refuse access? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |

| FOCUS AREA: Service User Focus | | Evidence Questions for: |
|---|---|-------------------------|
| | | ➤ Objective 2.2 |
| <input type="checkbox"/> [insert date of last review] | Documented service user rights and responsibilities policy and procedures | |
| <input type="checkbox"/> [insert date of last review] | Written statement of service user rights and responsibilities | |
| <input type="checkbox"/> [insert date of last review] | Documented privacy, confidentiality and consent policy and procedures | |
| Please list any other evidence you regard as significant: | | |
| | | |

| FOCUS AREA: Service User Focus | | Performance Report for: |
|---|--|-------------------------|
| | | ➤ Objective 2.2 |
| Has any training or induction been provided to staff in the reporting period on service user rights and responsibilities: | | |

| | |
|--|---|
| <input type="checkbox"/> | No |
| <input type="checkbox"/> | Yes [if 'yes', indicate the number of session and number of staff involved in each session] |
| Have any complaints been received about breaches of service user rights in the reporting period: | |
| <input type="checkbox"/> | No |
| <input type="checkbox"/> | 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: Accessible Services | | Indicator Questions for: ➤ Objective 2.3: Indicator 2.3a |
|--|--|---|
| 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 to ensure that its services are culturally appropriate and non-discriminatory to the target group. | |
| 1. Does the organisation have ways of ensuring that the diverse social and cultural needs of people within the target group are taken into consideration in making services, activities or materials accessible? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 2. Does the organisation have a documented policy and procedure for the application of legislation regarding anti-discrimination? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 3. Does the organisation ensure that services, activities or materials are culturally appropriate and inclusive of all people within the target group? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 4. Does the organisation identify and respond to the particular cultural or support needs of the following groups within its target population? | | |
| <input type="checkbox"/> | Aboriginal and Torres Strait Islander people | |
| <input type="checkbox"/> | People from non-English speaking backgrounds | |
| <input type="checkbox"/> | Culturally and linguistically diverse communities | |
| <input type="checkbox"/> | People with disability | |
| <input type="checkbox"/> | People who are physically isolated or transport disadvantaged | |
| <input type="checkbox"/> | Lesbian, gay, bisexual or transgender | |
| <input type="checkbox"/> | Other [specify group]: | |
| 5. Does the organisation consult with and/or maintain links with Aboriginal and Torres Strait Islander and other community groups to inform its service delivery? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 6. Are staff provided with professional development related to cultural awareness and the diversity of the service user group? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 7. Does the organisation review the profile of its user group or program focus to ensure diversity is maintained? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |

| | |
|---|-----|
| 8. Does the organisation evaluate the effectiveness of its cultural diversity and responsiveness strategies and update relevant policies? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |

| FOCUS AREA: Accessible Services | | Evidence Questions for: ➤ Objective 2.3 |
|---|--|--|
| <input type="checkbox"/> | Documented cultural diversity and access policy and procedures | |
| <input type="checkbox"/> | Specific access strategies and information provision for [specify groups]: | |
| <input type="checkbox"/> | Staff training or cultural awareness sessions held in reporting period | |
| Please list any other evidence you regard as significant: | | |

| FOCUS AREA: Accessible Services | | Performance Report for: ➤ Objective 2.3 |
|--|--|--|
| What percentage of service users who seek your service or participate in activities you provide are in the following groups: | | |
| [insert %] | Aboriginal and Torres Strait Islander people | |
| [insert %] | People from non-English speaking backgrounds | |
| [insert %] | Culturally and linguistically diverse communities | |
| [insert %] | People with disability | |
| [insert %] | People who are physically isolated or transport disadvantaged | |
| [insert %] | Other [specify group]: | |
| [insert %] | | |
| List any action taken in the reporting period to improve access for particular groups: | | |
| | | |
| <input type="checkbox"/> [insert number] | Cultural awareness sessions and/or relevant staff training sessions about service user access held in reporting period | |

| FOCUS AREA: Accessible Services | | Indicator Questions for: ➤ Objective 2.4: Indicator 2.4a |
|---|--|--|
| Objective 2.4 | The organisation addresses physical and knowledge barriers that may prevent the target group from using its services. | |
| Indicator 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. | |
| 1. Does the organisation have ways of identifying and addressing physical, knowledge and other barriers that may prevent the target group from accessing the service, participating in activities or accessing materials? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 2. Does the organisation provide information to potential service users or participants that: | | |
| Y | N/A | Select 'Not Applicable' (N/A) if the organisation does not provide service to individual service users |
| <input type="checkbox"/> | <input type="checkbox"/> | Is in appropriate languages and formats so that it is accessible to the intended audience |
| <input type="checkbox"/> | <input type="checkbox"/> | Explains who the service is for, entry and eligibility criteria and procedures |
| <input type="checkbox"/> | <input type="checkbox"/> | Explains how service will be allocated and applicants prioritised |
| <input type="checkbox"/> | <input type="checkbox"/> | Explains any conditions or fees that apply to the service |
| <input type="checkbox"/> | <input type="checkbox"/> | Explains what support or assistance will be provided to applicants in accessing the service |

| | | |
|---|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Explains what support or assistance will be provided to applicants in locating alternative or additional services |
| <input type="checkbox"/> | <input type="checkbox"/> | Explains how, and under what conditions, the service is concluded or terminated, or a service user exits the service |
| 3. Does the organisation consider the following when ensuring that services are accessible to the target group it aims to assist? | | |
| Y | N/A | Select 'Not Applicable' (N/A) if the organisation does not provide service to individual service users |
| <input type="checkbox"/> | <input type="checkbox"/> | Location of the services or activities |
| <input type="checkbox"/> | <input type="checkbox"/> | Physical access to the premises where services or activities are located |
| <input type="checkbox"/> | <input type="checkbox"/> | Opening hours of the service |
| <input type="checkbox"/> | <input type="checkbox"/> | Look and feel of the service user areas |
| <input type="checkbox"/> | <input type="checkbox"/> | Information strategies to promote the service |
| <input type="checkbox"/> | <input type="checkbox"/> | Languages spoken or translation services provided |
| <input type="checkbox"/> | <input type="checkbox"/> | Flexibility in the way services are provided |

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| FOCUS AREA: Accessible Services | | Evidence Questions for: ➤ Objective 2.4 |
| <input type="checkbox"/> | | Documented Access policy and procedure |
| <input type="checkbox"/> | [insert date of review] | Review of disability access to premises |
| <input type="checkbox"/> | [insert date of review] | Information for potential service users |
| Please list any other evidence you regard as significant: | | |

| | | |
|--|--|---|
| FOCUS AREA: Accessible Services | | Performance Report for: ➤ Objective 2.4 |
| List any action taken in the reporting period to improve physical access: | | |
| List any action taken in the reporting period to publicise the services available: | | |

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| FOCUS AREA: Engagement and Participation | | Indicator Questions for: ➤ Objective 2.5 : Indicator 2.5a |
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| Objective 2.5 | The organisation encourages participation by members of its target group and the broader community. |
| 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. Which of the following processes are used by the organisation to enable service users and community representatives to participate in service planning, delivery and evaluation? | |
| <input type="checkbox"/> | Sub committees or working groups |
| <input type="checkbox"/> | Consultation forums |
| <input type="checkbox"/> | Surveys or other structured feedback processes |
| <input type="checkbox"/> | Other [specify]: |

| | | |
|---|---|---|
| FOCUS AREA: | Engagement and Participation | Evidence Questions for: ➤ Objective 2.5 |
| <input type="checkbox"/> | Documented participation policy and procedures | |
| <input type="checkbox"/> | Reports 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 any actions taken to encourage participation by service users or community representatives in the reporting period: | | |
| [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 | |

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| FOCUS AREA: | Appropriate Services | Indicator Questions for: ➤ Objective 2.6: Indicator 2.6a |
| Objective 2.6 | The organisation plans its services in accordance with the needs of its target group. | |
| Indicator 2.6a | The organisation develops and implements specialist activities, appropriate to its target group's needs. | |
| 1. Does the organisation have a documented process for planning services and activities? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 2. Which of the following does the organisation use to inform the planning of its services and activities? | | |
| <input type="checkbox"/> | Researched needs and preferences of the service user or target group | |
| <input type="checkbox"/> | Feedback or input from existing service users or target group representatives | |
| <input type="checkbox"/> | Feedback or input from staff, volunteers or other stakeholders | |
| <input type="checkbox"/> | Evidence of what types of services, activities or strategies are effective in achieving service outcomes | |

| | |
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| <input type="checkbox"/> | Results from monitoring or evaluation of the organisation's services and activities |
| 3. In planning services and activities, does the organisation identify different groupings within its target group and the particular factors that impact on them? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |
| 4. In planning services and activities, does the organisation identify future trends in the needs of its service user or target groups? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |

| FOCUS AREA: Appropriate Services | | Evidence Questions for: ➤ Objective 2.6 |
|---|--|--|
| <input type="checkbox"/> [date conducted] | Documented needs analysis | |
| <input type="checkbox"/> | Services and activities plan reflecting needs analysis | |
| Please list any other evidence you regard as significant: | | |

| FOCUS AREA: Appropriate Services | | Performance Report for: ➤ Objective 2.6 |
|---|--|--|
| List the main needs identified for the organisation's target group: | List service or activity provided by the organisation to meet this need: | |
| List any findings from service user feedback or evaluations that demonstrate that services provided were appropriate to identified needs: | | |

| FOCUS AREA: Collaboration | | Indicator Questions for: ➤ Objective 2.7 :Indicator 2.7a : Indicator 2.7b |
|--|----------------------------|---|
| Objective 2.7 The organisation collaborates and coordinates within the service system to deliver the most effective service delivery to its target group. | | |
| Indicator 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. | | |
| 1. Does the organisation have documented processes for collaborating and coordinating with other agencies? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 2. Does the organisation identify and participate in interagency networks and activities? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No relevant agencies exist | |
| <input type="checkbox"/> | No | |
| Indicator 2.7b The organisation actively collaborates with other agencies to improve its service delivery. | | |
| 3. Does the organisation work with other agencies to improve the service system and outcomes for service users? | | |

| | |
|---|-----|
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |
| 4. Does the organisation maintain up to date information on other services and agencies that it can refer service users to? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |
| 5. Are service delivery roles and responsibilities across agencies negotiated and documented? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |
| 6. Are documented referral protocols negotiated with other agencies where relevant? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |
| 7. Does the organisation review its collaboration with other agencies on a regular basis? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |

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| FOCUS AREA: Collaboration | | Evidence Questions for: ➤ Objective 2.7 |
| <input type="checkbox"/> [insert date of last review] | Documented plan or procedure for collaboration with other agencies | |
| <input type="checkbox"/> [insert date of last review] | Report on collaboration with other agencies | |
| Please list any other evidence you regard as significant: | | |
| FOCUS AREA: Collaboration | | Performance Report for: ➤ Objective 2.7 |
| Describe any action taken in the reporting period to improve service delivery in collaboration with other agencies: | | |
| [insert number] | How many interagency meetings or forums has the organisation attended in the reporting period | |
| [insert number] | How many agencies does the organisation have formal referral or partnership arrangements with | |

| | | |
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| FOCUS AREA: Innovation and Learning | | Indicator Questions for: ➤ Objective 3.1 :Indicator 3.1a : Indicator 3.1b |
| Objective 3.1 The organisation is committed to ongoing development of its service activities and workers. | | |
| Indicator 3.1a The organisation provides workers with opportunities for education and professional development. | | |
| 1. Does the organisation have a documented process for assessing staff performance and providing feedback to staff on their performance? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 2. Does the organisation have a process for assessing the competencies of staff, identifying skills gaps and ensuring these are addressed through training or development? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 3. Can the organisation demonstrate that it provides access for staff to relevant training and professional development opportunities? | | |
| <input type="checkbox"/> | Yes | |

| | |
|---|-----|
| <input type="checkbox"/> | No |
| Indicator 3.1b The organisation supports learning about best practice approaches to service delivery, management and operations | |
| 4. Does the organisation have systems for keeping up to date and informed on current issues, research and developments for its particular fields of interest? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |
| 5. Does the organisation have a documented continuous quality improvement process? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |
| 6. Does the organisation make use of current research and industry benchmarks to inform the development of its services and review its performance? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |

| | | |
|---|---|---|
| FOCUS AREA: Innovation and Learning | | Evidence Questions for: ➤ Objective 3.1 |
| <input type="checkbox"/> | Staff development needs analysis and staff development plan/s | |
| <input type="checkbox"/> | Quality improvement plan | |
| Please list any other evidence you regard as significant: | | |

| | | |
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| FOCUS AREA: Innovation and Learning | | Performance Report for: ➤ Objective 3.1 |
| List training and development opportunities attended by staff in the reporting period (include conferences and 'in-house' development): | | |
| [insert number of staff] | [Focus of development or training activity] | [Length of session or course] |
| List relevant journals, newsletters, practice updates and information networks from which the organisation receives regular or periodic information: | | |
| Briefly outline any results from evaluation or review of practice and changes made: | | |

| | | |
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| FOCUS AREA: Workplace Health and Safety | | Indicator Questions for: ➤ Objective 3.2 : Indicator 3.2a |
| Objective 3.2 The health and safety of all persons within the organisation is protected. | | |
| Indicator 3.2a The organisation has a strategy to ensure safe management of work practices and physical and psychological aspects of the environment. | | |
| 1. Does the organisation have policies and procedures that ensure a safe workplace in accordance with relevant legislation? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 2. Does the organisation comply with legal obligations regarding fire safety and building safety requirements? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 3. Does the organisation ensure the following: | | |
| <input type="checkbox"/> | Inspection and review of premises and equipment to identify hazards at least annually | |
| <input type="checkbox"/> | Maintenance of First Aid Kits in accessible places | |
| <input type="checkbox"/> | Information on emergency procedures displayed in prominent places | |
| <input type="checkbox"/> | Maintenance of fire extinguishers or other firefighting equipment | |
| <input type="checkbox"/> | Adequate lighting, ventilation and temperature controls throughout its premises | |
| 4. Does the organisation have an evacuation procedure in the event of an emergency? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 5. Does the organisation have a documented procedure for the reporting of incidents, accidents and injuries that ensures that they are: | | |
| <input type="checkbox"/> | Identified, recorded and reported | |
| <input type="checkbox"/> | Investigated as to cause and action taken to prevent re-occurrence | |
| <input type="checkbox"/> | Analysed for trends over time | |
| <input type="checkbox"/> | Reported to Workplace Health and Safety Queensland in the case of death, serious injury or illness | |
| <input type="checkbox"/> | Reported to the Department of Health in the case of major incident and/or intervening event | |
| 6. Does the organisation have procedures for ensuring infection control? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 7. Does the organisation provide orientation and training to staff and volunteers on emergency procedures, workplace safety and any specific risks associated with their work areas? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 8. Are emergency evacuation drills conducted at least annually? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 9. Does the organisation have processes for identifying and responding to workplace stress, including critical incidents and psychological fatigue? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |

| | | |
|---|---|---|
| FOCUS AREA: Workplace Health and Safety | | Evidence Questions for: ➤ Objective 3.2 |
| <input type="checkbox"/> [insert date of last review] | Workplace health and safety policy and procedures | |
| <input type="checkbox"/> | Register of incidents, accidents and injuries | |
| Please list any other evidence you regard as significant: | | |
| | | |

| | | |
|--|--|---|
| FOCUS AREA: Workplace Health and Safety | | Performance Report for: ➤ Objective 3.2 |
| Have any staff members, service users or visitors reported any incidents, accidents or injuries in the reporting period? | | |
| <input type="checkbox"/> | No | |
| <input type="checkbox"/> | Yes [if 'yes', indicate the number of these matters that 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 members submitted a claim for Worker's Compensation in the reporting period? | | |
| <input type="checkbox"/> | No | |
| <input type="checkbox"/> | Yes [if 'yes', indicate the number of these matters that are not yet resolved or finalised]: | |

| | | |
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| FOCUS AREA: Risk Management | | Indicator Questions for: ➤ Objective 3.3 : Indicator 3.3a |
| Objective 3.3 The organisation monitors organisational risks and controls these where possible. | | |
| Indicator 3.3a The organisation develops, documents and implements a risk management process. | | |
| 1. Does the organisation have a documented risk management process? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 2. Does the organisation's risk management process: | | |
| <input type="checkbox"/> | Identify and document potential risks | |
| <input type="checkbox"/> | Assess risks in terms of their likelihood of occurring and likely impact | |
| <input type="checkbox"/> | Identify ways of mitigating and managing each risk | |
| <input type="checkbox"/> | Include processes for ensuring awareness of risk management procedures by all personnel | |
| <input type="checkbox"/> | Identify responsibilities for implementing risk management procedures | |
| <input type="checkbox"/> | Undergo regular review | |
| <input type="checkbox"/> | Include an audit for compliance | |
| 3. Which of the following areas of risk are addressed by the organisation's risk management process: | | |
| <input type="checkbox"/> | Administration and information (including IT) | |
| <input type="checkbox"/> | Finance, including fraud and corruption, longer term viability | |
| <input type="checkbox"/> | Governance | |
| <input type="checkbox"/> | Human Resources | |
| <input type="checkbox"/> | Legal | |
| <input type="checkbox"/> | Management and operations | |
| <input type="checkbox"/> | Physical | |
| <input type="checkbox"/> | Environmental | |
| <input type="checkbox"/> | Reputation and relationships | |
| <input type="checkbox"/> | Services and activities | |
| 4. Does the organisation have the following insurance cover: | | |
| <input type="checkbox"/> | Worker's Compensation | |
| <input type="checkbox"/> | Public Liability (minimum \$20 million for any one event) | |
| <input type="checkbox"/> | Contents insurance | |
| <input type="checkbox"/> | Other insurance required in the Service Agreement (<i>specify</i>) | |
| Yes <input type="checkbox"/> | N/A <input type="checkbox"/> | Comprehensive insurance for vehicles (Select 'Not Applicable (N/A)' if the organisation does not own any vehicles) |

| | |
|------------------------------------|--------------------------------|
| FOCUS AREA: Risk Management | Evidence Questions for: |
|------------------------------------|--------------------------------|

| | | |
|---|--|-----------------|
| | | ➤ Objective 3.3 |
| <input type="checkbox"/> [insert date of last review] | Risk management plan | |
| <input type="checkbox"/> | Certificates of currency for insurance | |
| Please list any other evidence you regard as significant: | | |

| | | |
|--|--|---|
| FOCUS 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 risk] | [action taken or to be taken] | |
| [insert date] | When did the Board or Management Committee last receive a risk assessment report | |
| [insert date] | 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 3.4a : Indicator 3.4b |
| 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? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 2. Does the organisation have documented performance measures for key aspects of its services and operations? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 3. Does the organisation collect and analyse data related to performance measures? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 4. Does the organisation evaluate services or activities drawing on service user or activity participant feedback? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 5. Does the organisation use performance data and evaluation findings to: | | |
| <input type="checkbox"/> | Assess whether it is meeting its objectives related to its services and activities | |
| <input type="checkbox"/> | Assess whether it is meeting any external requirements | |
| <input type="checkbox"/> | Make improvements in services and activities | |
| <input type="checkbox"/> | 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 the target group. | | |
| 6. Does the organisation have a system for information collection, research and analysis to keep abreast of latest developments in its field? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 7. Does the organisation participate in research or practice development organisations that contribute to improvements in the delivery of its services and activities? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |

| | |
|--|-----|
| 8. Does the organisation participate in research or practice development projects that contribute to knowledge and practice in the sector? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |

| FOCUS AREA: Evaluation | | Evidence Questions for: ➤ Objective 3.4 |
|---|--|--|
| <input type="checkbox"/> | Documented service delivery monitoring and evaluation procedures | |
| <input type="checkbox"/> [insert date of report] | Services and activities evaluation report | |
| <input type="checkbox"/> | 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 activities carried out during the reporting period: | | |
| Briefly outline the main findings from the last evaluation of services and activities: | | |
| List any changes or improvements to be made as a result of evaluation: | | |

| FOCUS AREA: Leadership and Governance | | Indicator Questions for: ➤ Objective 4.1 : Indicator 4.1a : Indicator 4.1b |
|---------------------------------------|---|--|
| 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. | |

| FOCUS AREA: Leadership and Governance | | Indicator Questions for: ➤ Objective 4.1 : Indicator 4.1a : Indicator 4.1b |
|--|---|--|
| Indicator 4.1a The Board or Management Committee meets its obligations under its incorporation legislation, including matters relating to corporate governance, financial administration and insurance. | | |
| 1. Under which legislation is the organisation incorporated: | | |
| <input type="checkbox"/> | Queensland Associations Incorporation Act | |
| <input type="checkbox"/> | Commonwealth Corporations Act (Company Limited by Guarantee) | |
| <input type="checkbox"/> | Corporations (Aboriginal and Torres Strait Islander) Act | |
| <input type="checkbox"/> | Queensland Cooperatives Act | |
| <input type="checkbox"/> | Corporations Law (Companies) | |
| <input type="checkbox"/> | Other [specify] | |
| 2. Does the organisation have a current constitution that defines its membership and the relationship between the members and the governing body? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 3. Does the Board or Management Committee have written policies and procedures that describe its responsibilities, decision making processes and meeting procedures? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 4. Does the Board or Management Committee members all understand and comply with their statutory obligations? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 5. Does the Board or Management Committee maintain clear records of its meetings, with minutes of discussions and decisions? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 6. Are the lines of responsibility, reporting and communication between different parts of the organisation documented? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 7. Are the decision making processes and delegations of authority documented? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 8. Are the management and supervisory responsibilities of senior staff positions clearly identified and documented? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 9. Is the distinction between the role and responsibility of the Board or management committee and that of the senior staff clearly documented? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 10. Which of the following management processes are documented? | | |
| <input type="checkbox"/> | Decision making by senior staff | |
| <input type="checkbox"/> | Priority setting by senior staff | |
| <input type="checkbox"/> | Resource allocation by senior staff | |
| <input type="checkbox"/> | Coordination of the implementation of organisational plans by senior staff | |
| <input type="checkbox"/> | Coordination of the work of staff by senior staff/team leaders | |
| <input type="checkbox"/> | Supervision of the work of staff by senior staff | |
| <input type="checkbox"/> | Providing leadership | |
| 11. Do the organisation's financial record keeping systems: | | |
| <input type="checkbox"/> | Meet basic accounting standards | |
| <input type="checkbox"/> | Use the Standard Chart of Accounts | |
| <input type="checkbox"/> | Meet requirements under funding agreements or other contractual obligations | |

| FOCUS AREA: Leadership and Governance | | Indicator Questions for: ➤ Objective 4.1 : Indicator 4.1a : Indicator 4.1b |
|---|---|--|
| <input type="checkbox"/> | Provide clear and accurate data for reporting and monitoring | |
| <input type="checkbox"/> | Document any asset exceeding \$5,000 in value in an Asset Register | |
| 12. Does the organisation have clear documented delegations of authority for expenditure? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 13. Does the organisation have safeguards to prevent fraud or mismanagement of funds? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 14. Does the organisation develop a budget for its planned activity each year which is approved by the Board or Management Committee? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 15. Does the organisation provide regular financial reports to the Board or Management Committee and senior managers that address the following: | | |
| <input type="checkbox"/> | Income and expenditure for the period | |
| <input type="checkbox"/> | Monitoring of actual expenditure against a budget | |
| <input type="checkbox"/> | Impact of any budget variance | |
| <input type="checkbox"/> | Financial risks associated with proposed activities (new projects, major purchases etc.) | |
| <input type="checkbox"/> | Cash flow projections | |
| 16. Does the organisation produce an annual audited financial statement which includes a balance sheet and a statement of income and expenditure/profit and loss? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 17. Is the annual financial statement approved/signed off by the Board or management committee? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 18. Does the Board or Management Committee receive information that enables it to monitor compliance with legal requirements and contractual obligations? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 19. Does the organisation have an effective process for ensuring insurance cover is kept up to date? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| Indicator 4.1b The Board or Management Committee leads the identification of the organisation's service priorities and development of the organisation's strategic or business plan. | | |
| 20. Does the organisation have a longer term (3-5 year) organisational plan that documents what the organisation is trying to achieve and broadly describes how it will do this? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 21. Which of the following have been addressed in this plan? | | |
| <input type="checkbox"/> | External factors that will have an impact on the organisation | |
| <input type="checkbox"/> | Internal factors that will have an impact on the organisation | |
| <input type="checkbox"/> | How the organisation will respond to factors that may impact | |
| <input type="checkbox"/> | External requirements, including legislation, funding agreements and government policy | |
| <input type="checkbox"/> | The views of the community, individuals or other stakeholders the organisation serves | |
| <input type="checkbox"/> | How the organisation will respond to the needs of its community, service users or other stakeholders | |
| <input type="checkbox"/> | The results or outcomes to be achieved | |
| <input type="checkbox"/> | The types of services or activities that will be provided and what outcomes these services or activities will achieve | |
| <input type="checkbox"/> | The longer term sustainability of the organisation and its services and activities | |

| | | |
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| FOCUS AREA: Leadership and Governance | | Indicator Questions for: ➤ Objective 4.1 : Indicator 4.1a : Indicator 4.1b |
| 22. Does the Board or Management Committee oversee organisational planning, approve the final plan and use it to implement goals and priorities? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 23. How are the implementation and progress of the organisational plan monitored? | | |
| <input type="checkbox"/> | Regular report to Board or Management Committee | |
| <input type="checkbox"/> | Monitored through reporting by staff against operational or work plans | |
| <input type="checkbox"/> | Annual report to members | |
| <input type="checkbox"/> | No monitoring | |
| 24. Does the organisation clearly communicate its plans to its own personnel, members and other stakeholders? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |

| | | |
|---|--|---|
| FOCUS AREA: Leadership and Governance | | Evidence Questions for: ➤ Objective 4.1 |
| <input type="checkbox"/> | Constitution | |
| <input type="checkbox"/> [insert date of last review] | Documented delegations of authority | |
| <input type="checkbox"/> [period covered by plan] | Strategic and/or business plan | |
| <input type="checkbox"/> | Annual budget for current financial year | |
| <input type="checkbox"/> | Board or Management Committee Minutes | |
| <input type="checkbox"/> | Financial reports and records for reporting period | |
| Please list any other evidence you regard as significant: | | |

| | | |
|--|---|---|
| FOCUS AREA: Leadership and Governance | | Performance Report for: ➤ Objective 4.1 |
| [insert % for each meeting] | Proportion of Board or Management Committee members attending the last three (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 | |

| | | |
|---|--|---|
| FOCUS AREA: Operational Management | | Indicator Questions for: ➤ Objective 4.2 : Indicator 4.2a : Indicator 4.2b |
| Objective 4.2 | The organisation's management is accountable for how services are delivered. | |
| Indicator 4.2a | The organisation has an operational plan that clearly identifies its goals and strategies, and assigns workers responsibilities and accountabilities. | |
| 1. Does the organisation have a documented plan or plans which reflect the broader goals of the organisation and include the following: | | |

| | |
|--|--|
| <input type="checkbox"/> | Short term objectives and priorities for the current period |
| <input type="checkbox"/> | Action that the organisation will take to meet objectives |
| <input type="checkbox"/> | Time frames for actions |
| <input type="checkbox"/> | Responsibilities for implementing actions allocated to individuals |
| <input type="checkbox"/> | Performance measures related to planned action |
| 2. Are the resources required to implement the plan identified and sourced? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |
| 3. Is there a documented process for reviewing, monitoring progress and achievement and reporting against this plan? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |
| 4. Does the Board or management committee monitor and review the performance of the personnel to whom it delegates key responsibilities? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |
| Indicator 4.2b Management involves the organisation's stakeholders in decision making. | |
| 5. How does the organisation provide service users, community members and other relevant stakeholders' access or input to decision making? | |
| <input type="checkbox"/> | Sub committees or working groups |
| <input type="checkbox"/> | Consultation forums |
| <input type="checkbox"/> | Surveys or other structured feedback processes |
| <input type="checkbox"/> | Representation on selection or recruitment panels |
| <input type="checkbox"/> | Designated positions on the Board or management committee |
| <input type="checkbox"/> | Other [specify]: |

| | | |
|---|---|---|
| FOCUS AREA: Operational Management | | Evidence questions for: ➤ Objective 4.2 |
| <input type="checkbox"/> [period covered by plan] | Operational or service plan | |
| <input type="checkbox"/> [insert date] | Report to Board or management committee against operational or service plan | |
| <input type="checkbox"/> | Stakeholder participation policy and procedures | |
| Please list any other evidence 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 efficient use of resources. | | |
| Indicator 4.3a The organisation's human resource policies and practices comply with requirements of the Service Agreement and relevant legislation. | | |
| 1. Does the organisation have a documented recruitment process for paid staff that includes the following: | | |
| <input type="checkbox"/> | Development or review of position requirements | |

| | |
|--|--|
| <input type="checkbox"/> | Documented position description |
| <input type="checkbox"/> | How selection criteria are identified |
| <input type="checkbox"/> | How the position is to be advertised |
| <input type="checkbox"/> | How selection panels are convened |
| <input type="checkbox"/> | How the selection process is conducted to ensure selection is fair, transparent and based on merit |
| <input type="checkbox"/> | How referee checks are conducted |
| <input type="checkbox"/> | How applicants are notified of the outcome |
| 2. Does the organisation ensure that recruitment processes apply principles of equal employment opportunity and comply with anti-discrimination legislation? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |
| 3. Can the organisation demonstrate that it recruits people with the appropriate skills, qualifications and attributes? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |
| 4. Does the organisation perform required employment screening risk management checks to comply with relevant legislation (e.g. relevant police checks, working with children etc.)? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No legal screening required |
| <input type="checkbox"/> | No |
| 5. Are records kept of all recruitment processes that retain copies of all paperwork in a secure manner? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | 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? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |
| 7. Does the organisation have documented procedures for financial planning and decision making? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |
| 8. Can the organisation demonstrate that it uses its resources as efficiently as possible and maximises the amount of funds available for the provision of services and activities? | |
| <input type="checkbox"/> | Yes |
| <input type="checkbox"/> | No |

| FOCUS AREA: Efficient Use of Resources | | Evidence Questions for: ➤ Objective 4.3 |
|---|---|--|
| <input type="checkbox"/> [insert date of last review] | Human resource management policies and procedures (recruitment, industrial conditions, supervision and staff development) | |
| <input type="checkbox"/> | 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 The Board or management committee has identified ways to maintain or enhance the sustainability of the organisation. | | |
| Indicator 4.4a The Board or management committee addresses issues of sustainability and quality improvement in the organisation's strategic plan. | | |
| 1. Are the organisation's strategic and operational plans, linked to one another, and is there an integrated planning and reporting process across the organisation? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 2. Does the organisation have a documented process for communication across the organisation on matters that impact on achievement of the organisational plan? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 3. Does the planning process identify opportunities for improvements to the integration and coordination of services and activities? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 4. Are there processes in place to encourage, support and involve managers and staff in initiating and contributing to innovation and improvement? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 5. Can the organisation demonstrate that it has a systematic approach to identifying and implementing improvements? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 6. Does the organisation conduct a capability analysis? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| Indicator 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. | | |
| 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: | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | 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? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |

| | | |
|---|--------------------------------|---|
| FOCUS AREA: Sustainability | | Evidence Questions for: ➤ Objective 4.4 |
| <input type="checkbox"/> [period covered by plan] | Strategic and/or Business Plan | |
| <input type="checkbox"/> [period covered by plan] | 3-5 year Financial Plan | |
| <input type="checkbox"/> | Balance Sheet | |

| | |
|---|--|
| <input type="checkbox"/> | Template for new project or activity proposals |
| Please list any other evidence you regard as significant: | |

| | | |
|--|--|---|
| FOCUS AREA: Sustainability | | 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 the 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 surplus or deficit over the previous three (3) financial years? | |
| [insert item]: [insert amount] [insert item]: [insert amount] [insert item]: [insert amount] | List the current and fixed liabilities shown in the previous year's financial statements | |
| [insert amount] | What amount is set aside in reserve funds for liabilities? | |

| | | |
|--|--|---|
| FOCUS AREA: Transparency and Accountability | | Indicator Questions for: ➤ Objective 4.5 : Indicator 4.5a : Indicator 4.5b : Indicator 4.5c |
| Objective 4.5 The organisation is accountable to key stakeholders. | | |
| Indicator 4.5a The organisation ensures that workers comply with the applicable codes of ethics, standards of practice and registration requirements. | | |
| 1. Does the organisation have a code of ethics or conduct that applies to its personnel (including Board or management committee, staff and volunteers)? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 2. Which of the following are addressed in the documents dealing with aims, values or ethics? | | |
| <input type="checkbox"/> | Non-discrimination or equity of access to services | |
| <input type="checkbox"/> | Conflict of interest | |
| <input type="checkbox"/> | Confidentiality | |
| <input type="checkbox"/> | Privacy | |
| <input type="checkbox"/> | Responsiveness to community, service users or other stakeholder groups | |
| <input type="checkbox"/> | Organisational accountability | |
| <input type="checkbox"/> | Honesty | |
| <input type="checkbox"/> | Respectful behaviour | |
| <input type="checkbox"/> | Responsible use of the organisation's resources and facilities | |

| FOCUS AREA: Transparency and Accountability | | Indicator Questions for: |
|--|---|--|
| | | ➤ Objective 4.5 : Indicator 4.5a : Indicator 4.5b : Indicator 4.5c |
| <input type="checkbox"/> | Professional misconduct | |
| 3. Does the organisation actively communicate its aims, values and ethics and ensure that all personnel are aware of them? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| Indicator 4.5b The Board or Management Committee is accountable to its members, service users and key stakeholders. | | |
| 4. Does the organisation produce an annual report? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 5. Is the annual report made available to members of the organisation, funding providers and other stakeholders? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| <input type="checkbox"/> | Not applicable | |
| 6. Does the annual report contain information on each of the following: | | |
| <input type="checkbox"/> | The aims and strategic directions of the organisation | |
| <input type="checkbox"/> | The services and activities of the organisation | |
| <input type="checkbox"/> | Outcomes of services and activities | |
| <input type="checkbox"/> | Its achievements for the year | |
| <input type="checkbox"/> | Its revenues and expenditures | |
| <input type="checkbox"/> | Changes to its Board or management committee | |
| <input type="checkbox"/> | Not applicable | |
| 7. Does the organisation have a documented exit strategy covering assets, employees and records? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| Indicator 4.5c The organisation has a documented set of principles that guide the delivery of services to the target group. | | |
| 8. Does the organisation have a written statement of its overall aim and purpose? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 9. Does the organisation have a written statement of its values or philosophy? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 10. Does the organisation ensure that its aims and values are consistent with the program guidelines for any funding it receives? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |
| 11. Does the organisation follow documented eligibility criteria for accepting or prioritising service users that are: | | |
| <input type="checkbox"/> | Based on assessed need, organisational capacity and available resources | |
| <input type="checkbox"/> | Consistent with anti-discrimination legislation | |
| <input type="checkbox"/> | Consistent with funding obligations and the purpose of the service | |
| <input type="checkbox"/> | Fair, equitable, ethical and transparent | |
| <input type="checkbox"/> | Consistently applied | |
| 12. Where service cannot be provided, is information about alternative options provided, and a referral to another service provided wherever possible? | | |
| <input type="checkbox"/> | Yes | |
| <input type="checkbox"/> | No | |

| FOCUS AREA: Transparency and Accountability | | Evidence Questions for: ➤ Objective 4.5 |
|---|--|--|
| <input type="checkbox"/> | Annual Report | |
| <input type="checkbox"/> | Code of conduct | |
| <input type="checkbox"/> | Service information or promotional material outlining service principles and eligibility | |
| Please list any other evidence you regard as significant: | | |

| FOCUS AREA: Transparency and Accountability | | Performance Report for: ➤ Objective 4.5 |
|--|---|--|
| After the end of the last financial year, did the organisation: | | |
| <input type="checkbox"/> | Convene its Annual General Meeting (AGM) within the required time frame | |
| <input type="checkbox"/> | Notify members of the AGM within the required time frame | |
| <input type="checkbox"/> | Conduct the AGM according to its constitutional rules | |
| How was the Annual Report made available to members, service users and other stakeholders (if applicable): | | |

Gold Coast Primary Health Network gratefully acknowledges the permission to use the Service Delivery Quality Performance Framework developed by Queensland Health.

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Under review - Subject to change

Service Schedule

1. Service Agreement and Service Schedule numbers

This Service Schedule relates to:

| | |
|---------------------------------|---------------------|
| Service Agreement number | insert Folio number |
| Service Schedule number | insert Folio number |

2. Important Dates in Relation to this Schedule

| | |
|----------------------------------|--|
| Schedule Start Date | insert a date in dd/mm/yyyy format |
| Schedule End Date | insert a date in dd/mm/yyyy format |
| Establishment Date | insert a date in dd/mm/yyyy format OR insert 'Not Applicable' |
| Practical Completion Date | insert a date in dd/mm/yyyy format |

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 Schedule.

3.2. Contact Details, Specified Personnel, Subcontracting

Contact details

- (a) We acknowledge that you have different contact names listed in the table below that make up You and we record these names as 'Contact Details' for our record keeping purposes:

| Service Provider Name and location | Service Type | Service Manager name, email address and telephone number | Name and title of the Authorised/Delegated Signatory responsible for certification of quarterly reports submitted by You in relation to this Service Schedule for your organisation | Chief Executive Officer and their Executive Assistant name, email address and telephone number |
|---|---------------------|---|---|--|
| Insert name Insert location | Insert service type | Insert name Insert title Insert email Insert phone | Insert name Insert title | Insert name Chief Executive Officer Insert email Insert phone Insert name Executive Assistant Insert email Insert phone |
| Your GCPHN Relationship Manager is | | | | |
| Insert name Insert title Insert email Insert phone | | | | |

Specified Personnel

- (b) We acknowledge that You have specified personnel providing part of the services in accordance with Clause 5 of the Standard Terms. The current details for the specified personnel are set out below.

| Name | Title/Position | Component of Services |
|-----------------------------------|----------------|-----------------------|
| insert OR insert 'Not Applicable' | insert | insert |
| insert OR insert 'Not Applicable' | insert | insert |
| insert OR insert 'Not Applicable' | insert | insert |

Subcontracting

Please add 'Not applicable' if no subcontracting. (No need to complete down to Item 4 but please do not delete)

- (c) We acknowledge that You will subcontract part of the services in accordance with Clause 5 of the Standard Terms and Conditions. The current details for the subcontractors through which You provide the services are set out below.

| Subcontractor ABN | Subcontractor |
|-------------------|---------------|
| insert | insert |
| insert | insert |
| insert | insert |

4. Funding Under this Schedule

\$insert total amount, incorporating (per annum Funding x Service Schedule period) + one-off Funding (excluding GST).

Refer to Item 5 for further details about the funding under this Service Schedule.

5. Funding Details

5.1. Per Annum Funding

| Service Name | Funding 20xx/20xx (excl. GST) | Funding 20xx/20xx (excl. GST) | Funding 20xx/20xx (excl. GST) | Total Project Funding (excl. GST) |
|--------------|-------------------------------------|-------------------------------------|-------------------------------------|---|
| insert | \$insert | \$insert | \$insert | \$insert |

5.2. One-off Funding

| Description | Funding Amount (excl. GST) |
|--|----------------------------------|
| insert OR delete table and insert 'Not applicable' | \$insert |

5.3. Funding Source

Insert details about third party budget source (funding program, eg Gold Coast Health Service)

6. Details About Service

6.1. Description of Services

| Service Model (s) | <p>Descriptor of Service Model insert</p> <p>or</p> <p>As per Your Service Model Endorsed by Us at Attachment 1 of Service Schedule. Refer to Your Service Model as endorsed by us.</p> | | | | | | |
|--|--|-----|---|--------|--------|--------|--------|
| Service Objectives | insert | | | | | | |
| Service Users (Population Target Group) | <p>The Service is to exclusively meet the needs of the following target population/s; <i>Must link to Deed and approved AWP</i> insert</p> | | | | | | |
| Service Access | <p>Eligibility criteria <i>Eg Individuals of any age requiring treatment support for alcohol and/or other drug use.</i> • insert</p> <p>Exclusion criteria <i>Eg Individuals who are currently residing in a Residential Rehabilitation service.</i> • insert</p> <p>Referral Requirements Process <i>Eg Referrals will be received and processed directly by the Provider.</i> • insert</p> <p>It may be necessary to review the referral to determine if the service being accessed by a service user is the most appropriate service.</p> <ul style="list-style-type: none"> Facilitate redirection of referrals to a more appropriate service where necessary. | | | | | | |
| Service Components | <p><i>Relevant service components for the service as per GCPHN Service Component Service Service Component Service Type Library V2.0 June 2018</i></p> <p>Service types include • insert</p> <p>Service Setting <i>ie centre based or outreach services etc</i> • insert</p> <p>Workforce The Service is provided by a multi-disciplinary team of people with skills and experience in xxxxxx intervention, treatment and support, made up of:</p> <table border="1"> <thead> <tr> <th>FTE</th><th>Type of Workforce ie professional, peer etc</th></tr> </thead> <tbody> <tr> <td>insert</td><td>Insert</td></tr> <tr> <td>insert</td><td>Insert</td></tr> </tbody> </table> | FTE | Type of Workforce ie professional, peer etc | insert | Insert | insert | Insert |
| FTE | Type of Workforce ie professional, peer etc | | | | | | |
| insert | Insert | | | | | | |
| insert | Insert | | | | | | |
| Service Particulars | <p>Aboriginal and Torres Strait Islander Health The Service must take account of key strategic frameworks, principles and be relevant to Aboriginal and Torres Strait Islander health needs and identified concerns. The service must</p> | | | | | | |

| | |
|--|--|
| | link service delivery to the improvement of Aboriginal and Torres Strait Islander health outcomes. Overall, the service activity should contribute to reducing inequalities. |
| | <p>Service User Continuity of care</p> <p>The Service is required to ensure continuity of care for the Services through appropriate referral pathways, communication and transfer of care and should have processes in place where appropriate;</p> <ul style="list-style-type: none"> • Ensuring all relevant parties receive discharge plan/clinical handover • The development of an Exit Plan for planned exit from service • Follow up phone call if someone leaves the Service unexpectedly • All Health Professional or Service provider referrers to the Service should <ul style="list-style-type: none"> - receive formal notification of the service user's acceptance or not to the service - Update on the service user's progress - Inclusion in multidisciplinary case conference where necessary - Discharge summaries <p>Service Users should be able to re-enter the service based on their individual needs.</p> |
| | <p>Demand management</p> <p>The Service is required to utilise demand management strategies to ensure effective and equitable access to the service is facilitated.</p> |
| | <p>Response times and prioritisations</p> <p>The Service is required to undertake a thorough assessment for all service users that incorporate the use of evidence-based practice outcome measure tools to identify a service user's needs and to determine appropriate treatment.</p> <p>If a person's circumstances and wellbeing change, it may be necessary to review the service being access by a service user (within a stepped care approach).</p> |
| | <p>Client consent</p> <p>This is a standard requirement from the Department of Health for all schedules that collect data through the Primary Mental Health Care Minimum Data Set (PMHC MDS). Schedules that do not collect data through the PMHC MDS are exempt from this requirement.</p> <p>The Service is required to obtain client consent to participate in the Service, including consent to share relevant information with GCPHN and the relevant Commonwealth Government Department, for the purposes of program administration and evaluation, and note such consent in the clinical notes.</p> <p>The below wording can be included in your Organisation consent form, or GCPHN can provide you with a copy.</p> <p><i>Guidance note: This wording is current at time of template development, please go to Template consent form (then look for the latest version of consent form at this file location)</i></p> <p><i>I consent to my personal information being provided by Gold Coast Primary Health Network to the Department of Health to be used for statistical and evaluation purposes designed to improve mental health services in Australia. I understand that this will include details about me such as date of birth and gender but will not include my name, address or Medicare number. I understand that my personal information will not be provided to the Department of Health if I do not give my consent.</i></p> <p><i>I also understand that my consent is not required for the Department to include data about my use of services in summary reports about the activities funded by Gold Coast Primary Health Network because these do not require personal information to be provided and contain only combined information from many clients that will not identify any individual.</i></p> |
| | <p>Service Linkages/integration</p> <p>Providers are expected to establish and maintain effective relationships with other service providers in the region to ensure high quality of care and a commitment to supporting an integrated care for the Service Users</p> |

| | | | | | | | | | | |
|---|--|-------------------|--|------------------|---|-----------------|--|--------|--------|--------|
| | Linkages include, but not limited to | | | | | | | | | |
| | <table><tr><td>Service Provider</td><td>Nature of Linkage</td><td>Accountabilities</td></tr><tr><td><i>Eg Other Mental Health services and general health</i></td><td><i>Referral</i></td><td><i>Work with other relevant professionals and other agencies in the care of the Service Users.</i></td></tr><tr><td>insert</td><td>Insert</td><td>insert</td></tr></table> | Service Provider | Nature of Linkage | Accountabilities | <i>Eg Other Mental Health services and general health</i> | <i>Referral</i> | <i>Work with other relevant professionals and other agencies in the care of the Service Users.</i> | insert | Insert | insert |
| | Service Provider | Nature of Linkage | Accountabilities | | | | | | | |
| | <i>Eg Other Mental Health services and general health</i> | <i>Referral</i> | <i>Work with other relevant professionals and other agencies in the care of the Service Users.</i> | | | | | | | |
| insert | Insert | insert | | | | | | | | |
| Digital Health | | | | | | | | | | |
| Use of Medical Objects Secure Messaging for transmission of referrals, reports to referring General Practitioner and other health professionals/services involved in Service users healthcare. Where client is registered with My Health Record, upload relevant information that may assist in ensuing continuity of care for the service user. | | | | | | | | | | |
| Geographic Catchment Area | insert or 'Not applicable' The services must be provided to Service Users within the GCPHN boundaries or specific areas within GCPHN boundaries where relevant. www.healthycg.com.au/About/About-GCPHN.aspx | | | | | | | | | |
| Location and Operating Hours including After Hours if appropriate | insert or 'Not applicable' The services are to be provided at insert actual addresses. The service will be available between the hours of <i>Eg 7.30am and 7.00pm Monday to Friday.</i> Insert | | | | | | | | | |
| Closure Arrangements | insert or 'Not applicable' In the instance where the Service is closed for a period of time, the Provider is required to make arrangements with clients to ensure access to treatment via alternative means, and GCPHN and referrer to Service needs to be informed of the closure. | | | | | | | | | |

6.2. Deliverables and Reporting

Background

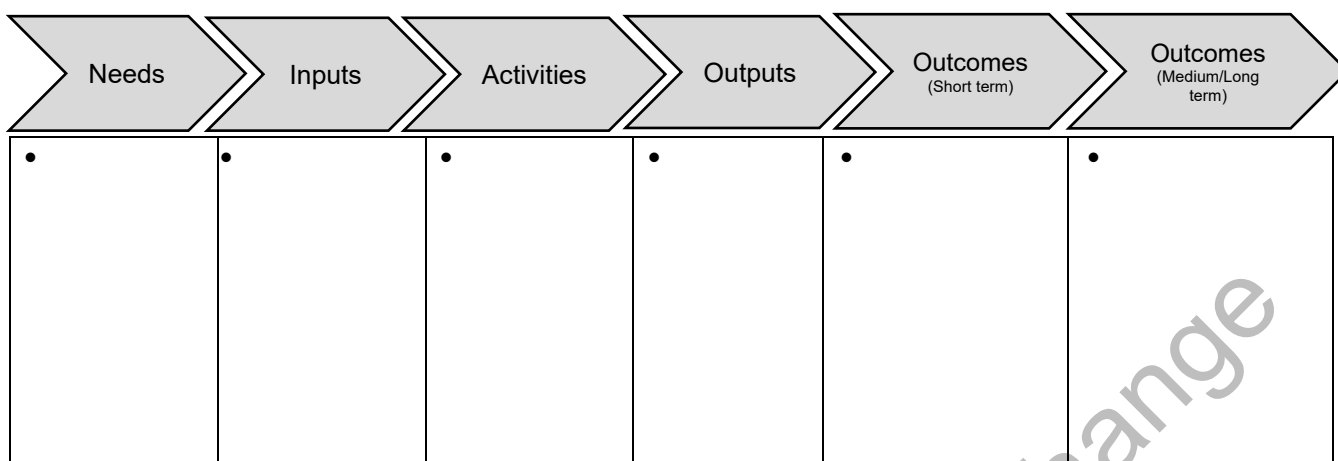
GCPHN Performance is measured through the PHN Program Performance and Quality Framework, which aims to consider how the broad range of activities commissioned by the PHN contribute to the overarching objectives.

The framework consists of four key components:

- PHN Program Objectives
 - Increasing the efficiency and effectiveness of medical services, particularly for people who are at risk of poor health outcomes
 - Improved care co-ordination to ensure people receive the right care at the right time
- Outcome Themes (addressing need, quality of care, improving access, co-ordinated care and capable organisations).
- Outcomes – drawn from National program logics
- Performance Indicators.

It is GCPHN's intent to move towards the use of more localised Program Logic for all commissioned services to ensure service delivery focuses on achieving the intended outcomes identified for our region and to support our move towards outcome-based funding. GCPHN will work with you to further develop the Program Logic including co-design of the outputs, and short, medium and longer term outcomes over the term of this agreement.

Example of Program Logic



In the short term you will be required to report on the activities specified below which are aligned with Indicators within the PHN Program Performance and Quality Framework. The data will be submitted via national portals and/or on the GCPHN Performance Reporting Templates.

| National Performance Indicators Code | Activity | Measure (Number of) | | Data Reporting Requirements |
|--|----------|---------------------|---------------|--|
| | | Quantity per annum | Service Users | |
| Eg MH1 Rate of regional population receiving PHN commissioned low intensity psychological services | | | | As per National Minimum Data Set ie Mental Health Or As per GCPHN Performance Reporting Template |
| | | | | As per GCPHN Performance Reporting Template |

Establishment Plan / Annual Quality Improvement Plan (Plan)

Definitions of Plan

Establishment Plan: To be completed where a new service is requiring an establishment phase, prior to the implementation of direct service delivery.

Annual Quality Improvement Plan: At commencement of any contract a Quality Improvement Plan is required and then required by 30 April for the following year.

To enable a more complete review of Your service and enable flexibility with negotiation over the period of the Service Agreement You are required to provide a Plan to us using (but not limited to) the Plan at (Attachment 2 of the Service Schedule). If you already have either an Annual Operational Plan or Annual Quality Improvement Plan with your organisation, for this commissioned service, then the copy you have provided GCPHN will be shown at (Attachment 2: Your Annual Operational Plan or Annual Quality Improvement Plan as endorsed by us).

Evaluation

Insert

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 |
|---------------|--|
| xx | Insert link or see (Attachment 1 of Service Schedule - Your Service Model Endorsed by Us), or any other relevant program guidelines or standards |
| xx | Insert link for any other relevant program guidelines or standards |

7. Reporting Requirements

7.1. Performance Measures

You must collect and report on items outlined in the Quarterly Performance Measurement and Reporting Template at Attachment 3 of the Service Schedule. This is an example only and the final template will be provided electronically by GCPHN.

7.2. Data, Statements, Reports You are to Submit and meetings you are to attend

You must submit the data, statements and reports and attend the meetings as 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 or Meeting Required | Lodgement |
|--|---|--|--|
| If any reports are not relevant, delete but ensure track changes are on so that it can be seen what has been deleted. This table aligns to Item 8, therefore, that table must also be amended with track changes on. Insert any additional program specific reporting requirements and align at Item 8 then DELETE THIS ROW | | | |
| Establishment Plan submission and Attendance at Establishment Planning meeting | <u>Due Date:</u> Within one (1) month of contract execution unless included in the Service Agreement. <u>Due Date:</u> Within seven (7) days after the submission of the Establishment Plan. | Using but not limited to the Plan Template at Attachment 2 (of this Schedule) aligning with the Deliverables at 6.2 and your model of service in your offer at (Attachment 1 of this Schedule) You will need to attend an Establishment Planning Meeting. GCPHN will contact you to arrange a suitable meeting date/time/location. GCPHN will prepare and send electronically an Establishment Planning Meeting Agenda template for both parties to complete prior to the meeting. | Plan must be submitted via email to commissioning@gcphn.com.au |
| Annual Quality Improvement Plan (Plan) | <u>Due date:</u> At commencement of any contract and then required by 30 April for the following year. | Using but not limited to the Plan Template at (Attachment 2 of this Schedule) aligning with the Deliverables at 6.2 | Plan must be submitted via email to commissioning@gcphn.com.au |
| Minimum Data Set (where required) | <u>Due date:</u> Within seven (7) days after the end month/quarter | Submission of the xxxx data to xxxx Portal | Submission of the xxxx to xxxxx Portal Web address of portal |

| | | | |
|---|---|--|---|
| <p>Quarterly Performance Measurement</p> <p>and</p> <p>Reportable Incident Reporting</p> | <p><u>Reporting Period:</u> Quarterly</p> <p><u>Due Date:</u> Within Fourteen (14) days after the end of each quarter - due 14 October 14 January 14 April 14 July</p> <p><u>Due Date:</u></p> <ul style="list-style-type: none"> • Within three (3) business days. • Any death or serious injury and illness must be reported immediately. | <p>Performance Measurement reporting as specified in the Quarterly Performance Measurement and Reporting Template (Attachment 3 of this Schedule)</p> <p><u>Reportable incidents</u> Reportable incidents Reportable incident/s reporting, as specified by definition on the Reportable Incident Form Template (Attachment 6 of this Schedule) must be submitted to notify GCPHN.</p> | <p>To be submitted via email to commissioning@gcphn.com.au</p> |
| <p>Performance Measurement Meeting with Service Provider</p> | <p><u>Reporting Period:</u> Quarterly – within two (2) weeks after receipt of quarterly report.</p> | <p>Quarterly meetings will be held with GCPHN representatives to discuss:</p> <ul style="list-style-type: none"> • service delivery for the previous quarter and forecast the next quarter, including discussion around Annual Quality Improvement Plan (Plan) (Attachment 2 of this Schedule) • The Service Delivery Performance Framework Report (Attachment 4 of the Service Agreement Service Details) due within one (1) month after commencement will be discussed at this meeting and then at each six (6) month period after 31 January and 31 July (of each year) <i>if applicable</i>. <p>GCPHN will contact you to arrange a suitable meeting date/time/location</p> <p>GCPHN will prepare and send electronically a Performance Measurement Meeting Agenda template for both parties to complete prior to the meeting.</p> | <p>Agenda must be submitted via email to commissioning@gcphn.com.au</p> |
| <p>Joint provider meetings</p> | <p><u>Occurrence</u> When required</p> | <p>As part of the contract you may be required to attend joint provider meetings to ensure ongoing co-design collaboration</p> | <p>Attendance at meeting when required.</p> |

| | | | |
|---------------------------------------|--|--|---|
| | | and partnering across the sector. The meetings will provide the opportunity to discuss any specific provider issues/opportunities; or further discussions arranged with individual providers if required. | |
| Strategic Leadership Meeting | <u>Occurrence</u> Annual <u>Due Date:</u> November or December of each year (to be agreed) | GCPHN Commissioning Director – Programs and CEO to meet with Your Leadership team. GCPHN will contact you to arrange a suitable meeting date/time/location. | An agreed Agenda will be developed by Us and sent to You once meeting has been arranged. |
| Contractor Satisfaction Report | <u>Reporting Period:</u> Annual <u>Due Date:</u> Within Fourteen (14) days after the end of final quarter - due 14 July | Contractor Satisfaction Report (Attachment 5 of this Schedule) must be completed annually | Contractor Satisfaction Report will be provided electronically by GCPHN. To be submitted by email commissioning@gcphn.com.au |

8. Timing of Payments and Deliverables

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 Service Schedule) | <p>We will provide funding as set out in Item 5 of this Service Schedule, payable quarterly, subject to You having complied with all of Your obligations in relation to the Funding and Services under this Service Schedule and after You have submitted Your Quarterly Performance Measurement Data as specified in Item 7.2 above, and Financial Acquittals as specified in item 5 of the Service Agreement Service Details, for the immediately preceding quarter.</p> <p>Payments will be withheld if services are not delivered as specified within this agreement.</p> <p>Or</p> <p>We will provide funding as set out in Item 5 of this Service Schedule, payable quarterly in advance.</p> <p>Should You not comply with all of Your obligations in relation to the Funding and Services under this Service Schedule for the immediately following quarter, including submission of Your Quarterly Performance Measurement Data as specified in Item 7.2 above, and Financial Acquittals as specified in item 5 of the Service Agreement Service Details, part or full payment of advance funding (dependent upon unmet deliverables) will be requested to be returned if services are not delivered as specified within this agreement.</p> |
| One-off Funding (see Item 5.2 of this Service Schedule) | Insert detail if relevant or 'not applicable' |

| Due Date | Deliverable Description | Payment \$ (GST Excl.) |
|--|--|--|
| DD Month Year | Payment upon submission and acceptance of: <ul style="list-style-type: none"> Fully executed Agreement Insurance Certificates <i>(if not current as an existing Provider)</i> Establishment <i>(if applicable)</i> and Operational Expense budget using Financial Acquittal Template Banking Details Correctly rendered invoice Quality System certification evidence <i>(if accredited)</i> Annual Quality Improvement Plan (Plan) | \$amount to be agreed with Finance Manager |
| By 1 August Year | Submission of: <ul style="list-style-type: none"> Establishment Plan (Plan) Service Delivery Quality Performance Framework Report <i>(if applicable)</i> | \$Nil |
| By 7 August Year | Attendance at the Establishment Planning Meeting | \$Nil |
| By 7 of July, August, September Year | <ul style="list-style-type: none"> Submission of the Monthly Minimum Performance Data Set to portal <i>(if applicable)</i> | \$Nil |
| By 14 October Year | Payment upon submission and acceptance of: <ul style="list-style-type: none"> Quarterly Performance Measurement and Reporting (Certified) and Authorised/Delegated Signatory Certification <i>(if not certified)</i> Quarterly Financial Acquittal, and Revised Budget <i>(if applicable)</i> Correctly rendered invoice | \$amount to be approved with Finance Manager |
| Within 2 weeks of quarterly report submission to GCPHN (date to be agreed) | Attendance at the Quarterly Performance Measurement meeting | \$Nil |
| By 7 of October, November, December Year | <ul style="list-style-type: none"> Submission of the Monthly Minimum Performance Data Set to portal <i>(if applicable)</i> | \$Nil |
| November or December Year (date to be agreed) | Attendance at Annual Leadership Meeting | \$Nil |
| By 14 January Year | Payment upon submission and acceptance of: <ul style="list-style-type: none"> Quarterly Performance Measurement and Reporting (Certified) and Authorised/Delegated Signatory Certification <i>(if not certified)</i> Quarterly Financial Acquittal, and Revised Budget <i>(if applicable)</i> Correctly rendered invoice | \$amount to be approved with Finance Manager |
| Within 2 weeks of quarterly report submission to GCPHN (date to be agreed) | <ul style="list-style-type: none"> Attendance at the Quarterly Performance Measurement meeting | \$Nil |
| By 7 of January, February, March Year | <ul style="list-style-type: none"> Submission of the Monthly Minimum Performance Data Set to portal <i>(if applicable)</i> | \$Nil |
| 31 January Year | Submission of: <ul style="list-style-type: none"> Service Delivery Quality Performance Framework Report <i>(if applicable)</i> | \$Nil |
| By 14 April Year | Payment upon submission of: <ul style="list-style-type: none"> Quarterly Performance Measurement and Reporting (Certified) and Authorised/Delegated Signatory Certification <i>(if not certified)</i> Quarterly Financial Acquittal, and Revised Budget <i>(if applicable)</i> Correctly rendered invoice | \$amount to be approved with Finance Manager |

| | | |
|--|---|--|
| | <ul style="list-style-type: none"> Expense budget for the next financial year <i>(if activity is continuing)</i> | |
| Within 2 weeks of quarterly report submission to GCPHN (date to be agreed) | <ul style="list-style-type: none"> Attendance at the Quarterly Performance Measurement meeting | \$Nil |
| 30 April Year | Submission of: <ul style="list-style-type: none"> Annual Quality Improvement Plan (Plan) for the following year <i>(if service is ongoing)</i> | \$Nil |
| 7 April, May, June Year | <ul style="list-style-type: none"> The quarter's Monthly Minimum Performance Data Set to portal <i>(if applicable)</i> | \$Nil |
| 14 July Year | Payment upon submission and acceptance of: <ul style="list-style-type: none"> Quarterly Performance Measurement and Reporting (Certified) and Authorised/Delegated Signatory Certification <i>(if not certified)</i> Contractor Satisfaction Report Quarterly Financial Acquittal Correctly rendered invoice | \$amount to be approved with Finance Manager |
| 31 July Year | Submission of: <ul style="list-style-type: none"> Service Delivery Quality Performance Framework Report | \$Nil |
| In accordance with the lodgement period of Your incorporating legislation, or if not otherwise stated, by 30 September | Audited Annual Financial Acquittal Report and Audited General Purpose Financial Statements <i>If You have more than one Service Agreement with Us, You are only required to submit one copy of the General Purpose Financial Statements or Financial Declaration to Us.</i> or Financial Declaration <i>(if there is no audit requirement)</i> | \$Nil |
| Total | | \$000000.00 |

9. Optional Intellectual Property Rights (Clauses 1.1(12, 16) 7, 10 and 20)

| | |
|---------------------|----------------------------------|
| GCPHN Material | Please use 'Nil' if none to list |
| Licence | Please use 'Nil' if none to list |
| Contractor Material | Please use 'Nil' if none to list |
| Licence | Please use 'Nil' if none to list |

Executed as an Agreement

Signed as an agreement on / / 2020

Signed, sealed and delivered by **Entity Name**)
in the presence of:)
)

Signature of Authorised Representative

Name of Authorised Representative (print)

Signature of Witness

Name of Witness (print)

Signed, sealed and delivered by **Primary Care Gold Coast Limited ACN 152 953 092** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of **Director/Company Secretary** (Please delete as applicable)

Signature of Witness

Name of Director/Company Secretary (print)
(Please delete as applicable)

Full Name of Witness (Print)

Date _____

Date _____

TEMPLATES / ATTACHMENTS

Attachment 1: Your Service Model Endorsed by Us

Attachment 2 : Establishment Plan / Annual Quality Improvement Plan (Plan)

Attachment 3: Quarterly Performance Measurement and Reporting

Attachment 4: Authorised/Delegated Signatory Certification

Attachment 5 : Contractor Satisfaction Report

Attachment 6 : Reportable Incident Form

Under review - Subject to change

Attachment 1: Your Service Model Endorsed by Us (where applicable)

| | | |
|---|----------|-----|
| Your Model of Service endorsed by Us (where applicable) | | |
| Service Description | | |
| Indicative Annual Treatment Episode Numbers | | |
| Proposed Service Model | | |
| Staffing | | |
| | Position | FTE |
| | | |
| | | |
| | | |

Attachment 2: Your Annual Operational Plan or Annual Quality Improvement Plan as endorsed by us

Contract developer to Insert organisation's Annual Operational Plan or Annual Quality Improvement Plan for this commissioned service if it has been provided.

or

Establishment Plan / Annual Quality Improvement Plan (Plan) (Template)

(Example only – GCPHN to provide a template electronically upon contract execution)

INSTRUCTIONS: Please complete the Plan below and submit to commissioning@gcphn.com.au

| Annual Quality Improvement Plan | |
|--|---|
| Instructions | <p>This template is to be used to deliver a Plan as outlined in Section 6.2 of Service Schedule number xxxxx of Service Agreement number xxxxx</p> <p>A Plan builds on Your model of service (Attachment 1 of this Schedule) and allows Your organisation to provide more detailed and contextual information on how Your model of service will be implemented and any changes to your proposed service model. It can be used for discussion and negotiation with GCPHN within the bounds of this Agreement Service Schedule.</p> <p>Please use this template to complete a Plan representing Your service delivery across <u>each</u> funded target group and relevant service location.</p> |
| Period of Plan | Insert dates |
| Model of Service | <p>Organisation to provide further detail as the model may be better explained or developed over the period of the Agreement Service Schedule (for example, therapeutic approach and evidence-base, service linkages established, strategies to engage target group, strategies to improve appropriate referrals to services, development of more culturally responsive service delivery, changes in service delivery model due to changes in client group, evidence)</p> |
| Establishment of New Service Locations (Refer to Service Schedule Geographic Catchment Area and Operating Hours) | <p>First year and subsequent year</p> <p>Organisation to provide further details of service establishment under this Agreement Service Schedule including new sites being established (e.g. facility leasing and office setup arrangements with indicative time frames); staff establishment process (e.g. recruitment arrangements for new staff with indicative timeframes); project governance establishment (e.g. staff supervision and management processes for new sites)</p> |
| Staffing Profile, Supervision and Professional Development | <p>Organisation to provide an annual update on changes to the staffing model and workforce development and support each year.</p> |
| Quality Improvement Processes including Monitoring, Review and Evaluation | <p>Organisation to provide any information annually about existing or new processes to ensure and measure quality and effectiveness of service delivery. Please relate these to our quality indicators.</p> <p>Service Delivery Quality Performance Framework Report</p> |

| | |
|---|--|
| Any other information relevant to ongoing implementation of service delivery in the coming year | Insert here if any further relevant information to be provided |
|---|--|

Under review - Subject to change

CONTRACTED SERVICE: PROMOTIONAL STRATEGY

(Example only – GCPHN to provide a template electronically upon contract execution)

INSTRUCTIONS: This document provides a template for the Contractor, to provide details of how it will promote its service, for maximum uptake and awareness. Gold Coast Primary Health Network can also assist in article and media release writing, media release distribution, graphic design, social media, publications and launch organisation. Please return to: commissioning@gcphn.com.au

| NAME OF SERVICE | | | CONTACT | | | | |
|--|-------------------|--------------|---|------|---------------|---|------------|
| Community/Service Need/Aim of promotional activity | Key Target Groups | Key Messages | Delivery Mechanisms (Circle if appropriate) | Cost | Delivery Date | Support from PHN required (if needed) YES/NO | Evaluation |
| e.g. Increase referrals Educate stakeholders i.e. GPs, psychologists Promote to community | • | | <ul style="list-style-type: none"> Articles in stakeholder publications Emails Facebook/social media Website Meetings Collateral (ie brochures, fact sheets) Video Media stories (See appendix B) Launch (If circled complete the Launch Proposal) Community events Public notices (online and hard copy) GCPHN support (ie. newsletters, website, social media) Community service announcements Advertising Other (Please list) | | | | |

PLEASE COMPLETE IF A LAUNCH IS PLANNED: FOR NEW SERVICES ONLY

LAUNCH PROPOSAL (please note that an agreed launch needs a minimum 8-week lead time)

Please return to: commissioning@gcphn.com.au

| NAME OF SERVICE | | CONTACT | | IS THIS PART OF A BROADER PROMOTIONAL STRATEGY? Yes/No (please circle) | | | |
|--------------------------|---|-------------------------|---|--|---|-----------------------------------|---|
| Purpose of Launch | Proposed date/s and time (please note – media prefer launches earlier in the day) | Proposed venue/s | Proposed speakers (please list) | Invitees (please list general organisations and key stakeholder groups only) | Proposed mechanism for invitation distribution (please circle) | Media Yes/No | Launch Materials eg. brochures flyers media kits banners |
| | | | | | <ul style="list-style-type: none"> Email Organisational contact lists GCPHN contacts Mail out Advertising e.g. (if a community event) Other (please list) | | |

Attachment 3: Quarterly Performance Measurement and Reporting Template Example

(Example only – GCPHN to provide a template electronically upon contract execution)

INSTRUCTIONS: GCPHN will supply Services with a template to be used for Performance Measurement Reporting (quarterly) as outlined in Section 7.2 of Service Schedule.

Responses should be brief (i.e. bullet points where possible) describing funded service activity for the relevant period for Your target groups and service location/s (please duplicate rows/columns as required).

Additional information may (but is not required) be provided if relevant to the measures outlined in this template and if the information serves to further demonstrate performance of Your service delivery.

Please complete the template and submit to commissioning@gcphn.com.au

| | | |
|--|--|--|
| Organisation Name | | |
| Reporting Period: (specify quarter) | | |
| Service Delivery Data – Indicator and Activities Data | | |
| <i>Indicator and Activities data specific to service area</i> | | |
| Service User Satisfaction/Experience | | |
| Number of service users completing satisfaction/experience survey (on exit?) | | |
| Number of service users' indication of satisfaction with Services | | |
| Quality and Safety | | |
| Number of incidents reported | | |
| Number of incidents reviewed and closed | | |
| Number of complaints received | | |
| Number of suicides of current service users (MH) | | |
| Plan | | |
| Changes to Quality Improvement Plan | | |
| Annual Quality Improvement Plan | | |
| Achievement against Quality Improvement Plan and/or any changes to Plan | | |
| Workforce | | |
| Funded Full Time Equivalent (FTE) and number of staff by profession/discipline (please note any vacancies during period) | | |
| Number and proportion of funded staff: eligible for membership with a professional body include type of body | | |
| Number and proportion of funded staff who have received clinical supervision including type and frequency. | | |
| Trends, Achievements and Challenges | | |
| Briefly describe any significant trends identified by your service during the reporting period, e.g. changes in clients accessing your service (geographic or population factors), local service sector changes, changes in drug use, referral type, changes in client preferences for mode of delivery (dot points only). | | |
| Briefly describe any successes or achievements for your service and/or clients and families (dot points only). | | |
| • | | |
| Briefly describe any key issues or challenges experienced by your organisation in the delivery of your service and any strategies implemented to address them (dot points only). | | |

Attachment 4: Authorised/Delegated Signatory Certification Template

(To be sent electronically by GCPHN upon execution of contract).

INSTRUCTIONS: As stated in the Service Agreement Details at 5.1 Certification of Reporting, if applicable, You must complete and submit this Certification via email to commissioning@gcphn.com.au The form must be 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 applicable, please complete this certification when submitting Your quarterly report for:

| | |
|--------------------------|--|
| Service Agreement number | |
| Service Schedule number | |
| Reporting Period | |
| Service Provider Name | |

Director / Senior Manager 1

I, _____ My title _____

certify that the information contained in all reports submitted under this Service Agreement is an accurate reflection of the performance of the services for this reporting period.

Date _____

Director / Senior Manager 2

I, _____ My title _____

certify that the information contained in all reports submitted under this Service Agreement is an accurate reflection of the performance of the services for this reporting period.

Date _____

Attachment 5 : Contractor Satisfaction Report (To be sent electronically by GCPHN)

In the interest of quality improvement, we would like your frank and honest feedback. If you prefer your feedback to go directly to our Quality Performance and Risk Manager, please use commissioning@gcphn.com.au

When you contacted GCPHN to get information/advice you needed right away, how often did you get the information/advice as soon as you needed?

When you made an appointment to meet with your GCPHN Contract/Relationship Manager, how often did you get an appointment as soon as you needed?

During the Contracting Period with GCPHN:

Do you believe that GCPHN managed your information confidentially?

☐ Yes ☐ No ☐ N/A

Other, please specify:

The support provided by GCPHN was timely.

☐ Yes ☐ No ☐ N/A

Other, please specify:

Things were explained in a way you could understand.

☐ Yes ☐ No ☐ N/A

Other, please specify:

The process GCPHN used to contract with you was effective.

☐ Yes ☐ No ☐ N/A

Other, please specify:

The process GCPHN used to contract you was appropriate.

☐ Yes ☐ No ☐ N/A

Other, please specify:

Would you recommend GCPHN as an organisation to do business with?

☐ Yes ☐ No

Attachment 6 : Reportable Incident Form

Instructions: GCPHN is to be notified of *Reportable Incidents within three (3) business days. Any death or serious injury and illness must be reported immediately. Please complete the form and submit to commissioning@gcphn.com.au.

*Definition: A reportable incident is any unintended or unexpected event that contains one or more of the following components:

- death, serious injury or illness to consumers, staff members, visitors, contractors or members of the public as a result of the actions or inactions of the Contractor;
- harm or potential harm to consumers, staff members, visitors, contractors or members of the public as a result of the actions or inactions of the Contractor;
- allegation of professional misconduct;
- breaches of clinical, professional or regulatory standards;
- unlawful activity by a provider or a member of their staff;
- activity which is contrary to the specified or expected standard of service outlined in the Contract/Schedule; and
- poses a risk to the reputation of GCPHN or Contractor, including complaints or media coverage related to service delivery.

| | | | |
|--|--|---------------------|--|
| Head Agreement ID | | Service Schedule ID | |
| Service Name | | | |
| Name and contact details of person reporting | | | |

| |
|--|
| Nature of incident details and management strategy here: |
|--|

GCPHN Office Use Only:

| | |
|--|--|
| Date reported to Program Manager | |
| Date entered onto Reportable Incident Register | |