

# **FUNDING and SERVICE Agreement**

Dated

The Crown in Right of Tasmania (“Crown”)

And

**[LEGAL NAME OF ORGANISATION]** (“Organisation”)

## Details

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<b>Parties</b>	<b>Crown, Organisation</b>	
<b>Crown</b>	Name	<b>The Crown in Right of Tasmania represented by the Department of Health &amp; Human Services (“Department”)</b>
	Address	<b>Department of Health &amp; Human Services GPO Box 125 Hobart 7001</b>
	Telephone	[DEPARTMENT CONTACT PHONE NUMBER]
	Fax	[DEPARTMENT CONTACT FAX NUMBER]
	Delegate	[DEPARTMENT CONTACT PERSON]
		[TITLE] [DEPARTMENT OPERATIONAL UNIT]
<hr/>		
<b>Organisation</b>	Name	[LEGAL NAME OF ORGANISATION]
	Incorporated in	[INCORPORATED IN ??]
	ABN	[ABN]
	Address	[ORGANISATION ADDRESS – HEAD OFFICE]
	Telephone	[ORGANISATION CONTACT PHONE NUMBER]
	Fax	[ORGANISATION CONTACT FAX NUMBER]
	Attention	[ORGANISATION CONTACT PERSON]
		[TITLE] [ORGANISATION OPERATIONAL UNIT]

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<b>Recitals</b>	A	The Crown, represented by the Department, receives a Parliamentary appropriation to provide financial support (Funding) to Organisations who deliver Services across a range of individuals and groups in the Community;
	B	This Agreement recognises that the delivery of Services to the Community is best achieved through effective relationships between Government Agencies and Organisations in the Community Sector that are delivering the Services. The Organisation is committed to helping achieve the Department's Objectives and Statutory Requirements (where these apply), through the conduct of this Agreement.
	C	The parties to this Agreement commit to negotiating and working together in good faith in the spirit of collaboration and cooperation and within the obligations of relevant legislation (where this applies) to achieve the best possible outcomes for Consumers and the parties, in particular with the spirit of the Social Compact, when implemented.
	D	The Organisation is to deliver the Services detailed in Schedule 1 on the terms and conditions set out in this Agreement. The Department is to provide the Funds to the Organisation to deliver those Services.
	E	In consideration of the Department providing the Funding to the Organisation, the Organisation has agreed to achieve the Outcomes specified in Schedule 1.
<b>Date of agreement</b>		See signing page

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## TABLE OF CONTENTS

Table of Contents .....	4
General Terms .....	6
1 Definitions And Interpretation.....	6
2 Term of Agreement.....	10
3 Services.....	10
4 Skill And Competency Of Employees And Volunteers .....	11
5 Organisational Staff, Agents And Subcontractor Dealings With Consumers .....	11
6 Consumer Satisfaction .....	12
7 Review of Organisation.....	12
8 Department's Obligations.....	13
9 Acknowledgment and Publications .....	13
10 The Funding .....	14
11 Indexation.....	14
12 Retention of Unexpended Funding.....	14
13 Repaying the Funding.....	15
14 Liability For Use Of Funds.....	15
15 Other Contributions .....	15
16 Records, Reports And Acquittals .....	16
17 Intellectual Property .....	16
18 Assets.....	16
19 Access .....	17
20 Taxes, Duties And Government Charges.....	17
21 Tax Invoice .....	18
22 Material And Information .....	18
23 Indemnities.....	19
24 Insurance.....	19
25 Evidence Of Insurance.....	20
26 Organisation Not To Prejudice Insurance.....	20
27 Negation Of Employment, Partnership And Agency.....	20
28 Terminating the Agreement.....	20
29 The Department's Right To Terminate For Default .....	21
30 Additional Information Related To Solvency .....	22
31 Reporting Of Special Circumstances .....	22
32 Recovery of Funding.....	22
33 Dispute Resolution.....	22
34 Dispute Resolution Protocols .....	23
35 Other Legal Matters.....	23
36 Subsidiaries, Subcontractors, Agents, Associates And Affiliates .....	23
37 Entire Agreement.....	24
38 Governing Law.....	24
39 Variation of this Agreement.....	24
40 Enforcement of Part of the Agreement.....	24
41 Assignment of Rights .....	24
42 Invalidity of Part of the Agreement .....	24
43 Certain Clauses Continue After This Agreement Ends .....	25
44 Notices.....	25
45 Severance.....	25
46 Altering The Basic Nature Of This Agreement .....	26
INSERT SIGNING PAGES .....	27
SCHEDULE 1.....	28
SERVICES AND PERFORMANCE STANDARDS.....	28
1 Service Specifications .....	28

2	Purpose of the Funding Agreement .....	29
3	Services Delivery Performance Standards .....	30
	SCHEDULE 2.....	33
	FUNDING AND ACCOUNTABILITY REPORTING.....	33
1	Funding and Payment Terms .....	33
2	Accountability Reporting.....	34
	SCHEDULE 3.....	36
1	Insurances (clause XX) .....	36
2	Addresses for Delivery of Notices:.....	36

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## GENERAL TERMS

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 DEFINITIONS

In this Agreement unless the contrary intention is expressed:

**Accounting Standards** has the same meaning as it has in Sections 9 and 334 of the *Corporations Act 2001*, and refers to the accounting standards made by the Australian Accounting Standards Board;

**Approved Auditor** Approved Auditor means :

- (a) a company auditor under the *Corporations Act 2001* or a member of the Institute of Chartered Accountants in Australia, CPA Australia, or the National Institute of Accountants,
- (b) acting in a professional capacity as an auditor; and
- (c) not a principal, officer or employee of the Organisation;

Where Organisations are incorporated under the Associations Incorporations Act 1964 an Approved Auditor means:

- (a) any other person the Commissioner for Corporate Affairs may approve, having regard to the complexity of the financial affairs of the association;
- (b) acting in a professional capacity as an auditor; and
- (c) not a principal, officer or employee of the Organisation;

For any other Organisation an Approved Auditor means;

- (a) a person who, in the opinion of the Secretary, having regard to the funds provided through this Agreement and the size of the Organisation has appropriate qualifications or experience;
- (b) acting in a professional capacity as an auditor; and
- (c) not a principal, officer or employee of the Organisation;

**Asset** means any item of tangible property purchased or leased either wholly or in part with the use of the Funds, that is not a fixture, with a value at the time of acquisition of \$1,000 or more, excluding GST;

<b>Business Day</b>	means a day on which authorised deposit-taking institutions (as defined in the <i>Banking Act 1959 (Cth)</i> ) in Hobart are open for general banking business, excluding Saturdays, Sundays and public holidays;
<b>Commencement Date</b>	means the xxxxx day of MONTH 2009;
<b>Completion Date</b>	means the xxxxx day of MONTH 20XX;
<b>Confidential Information</b>	<p>means information of, or provided by, the Department that:</p> <ul style="list-style-type: none"> <li>(a) is by its nature confidential;</li> <li>(b) is designated by the Department as being confidential;</li> <li>(c) the Organisation knows or ought to know is confidential;</li> </ul> <p>but does not include information which:</p> <ul style="list-style-type: none"> <li>(a) is or becomes public knowledge, other than by breach of this Agreement or by any other unlawful means;</li> <li>(b) is in the possession of the Organisation without restriction in relation to disclosure before the date of receipt from the Department; or</li> <li>(c) has been independently developed or acquired by the receiving Party;</li> </ul>
<b>Conflict of Interest</b>	means any circumstance in which the Organisation or any of the Organisation's officers, employees, agents, subsidiaries, partners and affiliates has an interest (whether financial or non financial) or an affiliation that is affecting, will affect, or could be perceived to affect, the Organisation's ability to perform the Services, or its obligations under this Agreement, fairly and independently;
<b>Consumer</b>	means a person who receives a service under this Agreement;
<b>Crown</b>	includes the Crown's employees, and authorised subcontractors and agents;
<b>Date of this Agreement</b>	means the date this Agreement is executed by the Parties and, if executed on separate days, the date on which this Agreement is executed by the last Party to do so;
<b>Delegate</b>	means the person for the time being holding, occupying or performing the duties of the office of TITLE AND OPERATIONAL AREA/BUSINESS UNIT;
<b>Department</b>	means the Department of Health and Human Services;

<b>Dispose</b>	means to sell, mortgage or encumber, lease or sub lease, license or sub-license, assign or otherwise transfer or give up ownership or the right to occupy or use, or to enter into an agreement to do any of the preceding acts;
<b>Financial year</b>	means a period of 12 months beginning on 1 July;
<b>Funds</b>	means the amount payable by the Department under this Agreement and includes total grant income, any interest earned on the grant and related client fees;
<b>GST</b>	means the goods and services tax levied under the GST Law;
<b>GST Law</b>	means the <i>A New Tax System (Goods and Services Tax) Act 1999(Commonwealth)</i> ;
<b>Intellectual Property</b>	means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property rights resulting from intellectual activity;
<b>Law</b>	means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time anywhere in Australia, whether made by a State, Territory, the Department, or a local government, and includes the common law as in force from time to time;
<b>Material</b>	means all material brought, or required to be brought, into existence as part of or for the purposes of performing the Services, including documents, information and data stored by any means, including any records relating to the delivery of Services;
<b>Moral Rights</b>	has the meaning given under the <i>Copyright Act 1968</i> ;
<b>Organisation</b>	means the Organisation named in Schedule 1 and where the context admits, includes the Organisation's directors, officers, employees, authorised sub-Organisations and agents;
<b>Outcomes</b>	means the impact of delivery of any service or delivery of goods on the health and well-being of consumers and/or target group under this Agreement;
<b>Outputs</b>	means any service and/or goods delivered or developed under this Agreement and produced by the Organisation;
<b>Party</b>	An Organisation or person who is a signatory to this agreement;
<b>Personal Information</b>	means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

<b>Quality and Safety Framework</b>	means the Quality and Safety Framework for Tasmania's Agency Funded Community Sector 2009-2012 released by the <b>Department in DATE</b> ;
<b>Reports</b>	means the reports that the Organisation is required to produce and provide to the Department in accordance with Schedule 2;
<b>Schedule</b>	refers to a Schedule to this Agreement. It may include annexures and incorporate other documents by reference;
<b>Secretary</b>	means that person fulfilling the role for the time being as Secretary of the Department of Health & Human Services;
<b>Service</b>	means the Service or Services described in Schedule 1;
<b>Service Objectives</b>	means the Service Objectives described in Schedule 1;
<b>Term</b>	means the term of this Agreement as per Clause 2 hereof;
<b>Unexpended Funding</b>	means the Funds available after all obligations relating to the services provided by this Agreement have been met or accounted for.

## 1.2 INTERPRETATION

1.2.1 In this Agreement, unless the contrary intention is expressed:

- (a) a reference to this Agreement includes its schedules, appendices, annexures and attachments, and any variation or replacement of any of it;
- (b) a reference to a statute, ordinance, code or other legislative instrument includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and conversely;
- (d) a reference to a person includes:
  - (i) an individual, a firm, a body corporate, an unincorporated association or a statutory or responsible authority or other authority, as constituted from time to time; and
  - (ii) the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) an agreement, representation or warranty by, or for, two or more persons binds, or is for their benefit, together and separately;
- (f) a covenant forbidding a person from doing something, also forbids that person from authorising or allowing another person to do it;
- (g) a reference to anything (including an amount) is a reference to all or any part of it, and a reference to a group of persons is a reference to any one or more of them;
- (h) a reference to a clause, paragraph, schedule, annexure or appendix, is a reference to a clause, paragraph, schedule, annexure or appendix in or to it;

- (i) a reference to a day is to be interpreted as the period of time starting at midnight and ending twenty-four (24) hours later;
- (j) a reference to a month or a year means a calendar month or a calendar year respectively;
- (k) words or phrases derived from a defined word have a corresponding meaning to the defined word;
- (l) a term of inclusion is not to be interpreted to be a term of limitation;
- (m) a reference to time is to Tasmanian time and this Agreement operates under Tasmanian time;
- (n) if the day on or by which an act, matter or thing is to be done under it is not a Business Day, then that act, matter or thing must be done no later than the next Business Day;
- (o) an uncertainty or ambiguity in the meaning of a provision is not to be interpreted against a Party only because that party prepared the provision; and
- (p) headings are included for convenience only, do not form part of it, and are not to be used in its interpretation.

## **2 TERM OF AGREEMENT**

### **2.1 TERM**

This Agreement commences on the Commencement Date and, unless terminated earlier, expires on the Completion Date.

### **2.2 EARLY COMMENCEMENT**

- 2.2.1 If the provision of services under this Agreement have commenced or if any Funding was provided before the Commencement Date then;
- (a) the Term will be taken to have started from the earlier date; and
  - (b) all dealings between the parties as from that earlier date relating to the provision of either or both the services and funding will be taken to have been carried out on the terms of this Agreement.

## **3 SERVICES**

### **3.1 ORGANISATION OBLIGATIONS**

- 3.1.1 The Organisation must provide the Services for the Agreement Term and in providing the Services must:
- (a) achieve the Outputs specified in Schedule 1;
  - (b) comply with the Performance Requirements specified in Schedule 1;
  - (c) comply with the terms and conditions of this Agreement which includes Schedules, Annexures and Variations hereto;
  - (d) provide the Reports specified in Schedule 2; and
  - (e) provide any other information required under the Agreement.

### **3.2 EQUITY IN SERVICE DELIVERY**

In delivery of the Services, the Organisation will ensure that the Services are delivered in a manner which recognises the diversity of needs of people in Tasmania and in a manner which promotes fairness and opportunity for Consumers of diverse backgrounds and abilities so that they can participate fully in the economic, social and cultural life of the State.

### **3.3 DUE CARE AND DILIGENCE**

In carrying out the Service, the Organisation must:

- (a) use all proper care; and
- (b) comply with any codes of conduct, ethics or other relevant standards; and
- (c) comply with all relevant laws; and
- (d) comply with any policy of the Department notified to the Organisation in writing including the Department's Quality and Safety Framework for Tasmania's Agency Funded Community Sector 2009-2012 at Annexure XX;
- (e) ensure that no fraud occurs (including fraud upon the Department); and
- (f) communicate with the Department and provide any information it may reasonably require.

## **4 SKILL AND COMPETENCY OF EMPLOYEES AND VOLUNTEERS**

The Organisation acknowledges that it is the employer of persons and may be supported by volunteers in the provision of Services. The Organisation will ensure that all employees and volunteers (staff) are:

- (a) appropriately qualified and skilled, and where appropriate, credentialed and registered; and
- (b) provided with adequate support, training and debriefings and effective directions to enable them to effectively perform their duties.

## **5 ORGANISATIONAL STAFF, AGENTS AND SUBCONTRACTOR DEALINGS WITH CONSUMERS**

### **5.1 FIT AND PROPER PERSONS**

5.1.1 The Organisation will institute procedures to ensure that all persons (whether employees or volunteers or agents) engaged by the Organisation and who are involved in any way with consumers for the purposes of this Agreement, are fit and proper persons, where "fit and proper" means the person:

- (a) is capable of providing an adequate standard of care in relation to the Services,
- (b) understands the needs of Consumers and their children (where relevant), and
- (c) is of good character and is suitable to be entrusted with the care of consumers.

## **5.2 EMPLOYEE HISTORY**

5.2.1 The Organisation must be satisfied that any person referred to in Clause 5.1 is “fit and proper” for purposes of providing the Services. The Organisation will determine if, in respect of any such person, there has been any of the following recorded against him/her:

- (a) convictions in Australia or overseas of any offence involving children (including but not limited to child abuse, assault and neglect),
- (b) any action taken in Australia or overseas in respect of the protection of children who were under the guardianship or custody of the person.
- (c) The Organisation’s process for the selection of employees, volunteers, subcontractors and agents for purposes of the Services will be designed so that applicants are required to demonstrate the qualities described in Clause 5.1 and warrant that they have had no convictions or actions recorded or taken against them as described in Clauses 5.2.1 (a) and (b).

## **5.3 REFERENCES AND CHECKS**

5.3.1 As part of its employment practices in respect of persons who will or will be likely to have contact with consumers for purposes of the Services, the Organisation will:

- (a) request from applicants personal references which must be checked by the Organisation with referees, and
- (b) obtain a clearance from Tasmania Police or other State, Territory or Commonwealth enforcement Agency where the employee, volunteer subcontractor or agent has been employed, volunteered or contracted.

## **5.4 OBLIGATION TO CONTINUE SERVICE PROVISION**

The Organisation is not relieved of its obligation to carry out the Service as required by this Agreement merely because:

- (a) the Department is, or becomes, involved in carrying out the Agreement; or
- (b) the Organisation receives payments under the Agreement.

## **6 CONSUMER SATISFACTION**

6.1 The Organisation will:

- (a) develop and implement guidelines and procedures for receiving feedback and resolving complaints from its Consumers about the Services; and
- (b) advise consumers and other persons with a relevant interest including the Department of the procedures available for the referral of feedback and complaints in relation to the receipt of the Services,

## **7 REVIEW OF ORGANISATION**

The Department may at its own expense conduct a performance review of the Organisation at any reasonable time :

- (a) if the performance of the Organisation gives rise to reasonable concerns of the Department; or

- (b) as part of the Department's service monitoring procedures.

The Organisation agrees to :

- (a) cooperate with the Department in relation to the conduct of any such audit or performance review; and
- (b) make available all relevant information and documents required for the purposes of the performance review within 14 days of a written request by the Department as agreed with the Organisation.

## **8 DEPARTMENT'S OBLIGATIONS**

### **8.1 OBLIGATIONS**

The Department will:

- (a) pay the Funding Amount, or instalments of it, to the Organisation within the terms of this Agreement;
- (b) promote linkages among its agencies and programs relevant to the Services; and
- (c) act promptly and in good faith in the resolution of and attendance to any questions, issues, disputes, feedback, development of Key Performance Measures and negotiations that may arise during the course of this Agreement.

### **8.2 COSTS**

If the costs to the Organisation for delivery of the Services increases substantially due to necessary cost increases outside the control of the Organisation, the Organisation may request in writing a joint review of the Services provided under this Agreement, and the Department will consider and respond to this request.

### **8.3 VARIATIONS TO THE AGREEMENT**

The parties may, as a result of any joint review, agree in writing to vary the Funding amount, any of the Outputs, Performance Indicators or Performance Requirements.

## **9 ACKNOWLEDGMENT AND PUBLICATIONS**

### **9.1 ACKNOWLEDGEMENT**

The Organisation must acknowledge the contribution of the Department to the Services in any relevant correspondence, public announcement, advertising material, research reports, or other material produced by or on behalf of the Organisation.

### **9.2 LOGOS**

The Organisation must not use the Department's logos without the prior approval in writing of the Delegate.

### **9.3 EXPIRATION OF AGREEMENT**

9.3.1 This Clause 9 survives the expiration or earlier termination of this Agreement.

## **10 THE FUNDING**

### **10.1 PAYMENT OF THE FUNDS**

- (a) Subject to Parliamentary appropriation and to the provisions of this Agreement, the Department agrees to pay to the Organisation those Funds set out in Schedule 2, and,
- (b) Notwithstanding any other clause of this Agreement, the Department may, at its absolute discretion defer, suspend, reduce or not make a payment of Funds.

### **10.2 WITHHOLDING PAYMENTS**

The Department can withhold any or all of a Funding payment if it considers that the Organisation:

- (a) has not spent Funding in accordance with this Agreement; or
- (b) has breached any other term of this Agreement.

### **10.3 PAYMENT OF WITHHELD FUNDS**

The Department will pay the withheld payment when it is satisfied that the Organisation has performed the Activities to which the payment relates.

## **11 INDEXATION**

As soon as practicable after having its annual appropriation confirmed the Department will advise the Organisation of any indexation amount (where applicable) to be paid to the Organisation for the forthcoming Financial year.

## **12 RETENTION OF UNEXPENDED FUNDING**

12.1.1 The Organisation may carry over Funding from one year of the Agreement to the following year if the level of unexpended Funding is less than or equal to 5 percent of the Funding paid under the Agreement for the financial year to which the advice relates, or \$10,000, whichever is the lower.

12.1.2 Where unexpended Funding exceeds the limit set under Clause 12.1.1 the Organisation must by 31 October of each year advise the following:

- (a) variations to the levels of Service undertaken by the Organisation during the financial year to which the advice relates; and
- (b) if the Organisation requests the unexpended Funding is to be carried over to the financial year in which the advice is lodged.

12.1.3 The Delegate will determine in writing within 20 Business Days of receiving the Organisation's request, if part or all of the unexpended Funding may be retained by the Organisation.

12.1.4 If the Organisation does not receive approval from the Department to carry over funds, the unexpended Funding must be returned to the Department within 20 Business Days of the determination that the money must be refunded.

12.1.5 In the case of the Organisation ceasing to exist and/or to provide the service detailed in the Agreement, all unexpended funds provided through this Agreement will be returned to the Department within 60 Business Days of the termination or cessation of the Agreement, unless otherwise agreed by the parties in writing.

### **13 REPAYING THE FUNDING**

13.1.1 The Organisation must repay the Funding (or the relevant part of it) in any of the circumstances set out below:

- (a) the Department overpays the Organisation;
- (b) the Organisation incorrectly claims an amount from the Department;
- (c) an amount of unexpended Funding that the Secretary advises the Organisation is to be repaid under Clause 12; or
- (d) the Organisation spends an amount other than in accordance with this Agreement.

13.1.2 An amount due under this clause must be repaid within 20 Business Days after the Department gives notice in writing.

13.1.3 The Department can recover all or any of the amount by deducting it from subsequent amounts due under this Agreement.

### **14 LIABILITY FOR USE OF FUNDS**

14.1.1 Funds provided under this Agreement must only be used for the purposes of carrying out the Services indicated in Schedule 1 hereto and performing this Agreement;

14.1.2 The Department accepts no liability for:

- (a) any debts incurred by the Organisation;
- (b) any monies owing by the Organisation to its officers, employees, agents, subsidiaries, partners or affiliates;

### **15 OTHER CONTRIBUTIONS**

15.1.1 The Organisation must:

- (a) promptly notify the Department in writing of the amount and source of any funding or other contributions for the provision of Services (other than Funds provided under this Agreement) and, if requested by the Department, promptly provide to the Department copies of any written arrangements entered into, or proposed to be entered into, in respect of such other funding or contributions; and
- (b) ensure that the terms on which any other funding or contributions are provided to the Organisation for, or in connection with, the Services are not inconsistent with the terms of this Agreement and do not in any way limit or affect the Organisation's ability to comply strictly with its obligations, or the Department's ability to exercise its rights, under this Agreement.

## **16 RECORDS, REPORTS AND ACQUITTALS**

16.1.1 The Organisation must:

- (a) keep comprehensive and accurate accounts and records of its use of the Funds, that can be separately identified from other accounts and records of the Organisation; and
- (b) retain the accounts and records referred to in this Clause 16.1.1 (a) for a period of seven years or such longer period as may be required by Law.

16.1.2 The Organisation must keep comprehensive written records of the conduct of the Service including progress against Outputs and Performance Measures in Schedule 1 and the achievements of the Funding and Program Objectives.

16.1.3 The Organisation must:

- (a) produce reports, information and other material under or in connection with this Agreement and otherwise as reasonably required by the Department; and
- (b) provide all reports, information and other material to the Department in accordance with the timeframes specified in Schedule 2 of this Agreement and otherwise promptly upon demand.

16.1.4 The Department will provide to the Organisation feedback and items for further clarification and action by the Organisation concerning the content and sufficiency of its Reports.

## **17 INTELLECTUAL PROPERTY**

17.1.1 Any Intellectual Property rights and title to, or in relation to, material created for the Services will vest, upon its creation, in the Organisation.

17.1.2 The Organisation grants to the Department and to the State a perpetual, irrevocable, royalty-free and licence fee-free, worldwide, non-exclusive licence (including a right of sub-licence) to use, copy, modify and exploit the Material referred to in Clause 17.1.1.

17.1.3 If requested by the Department, at the end of the Funding Term or on the earlier termination of this Agreement, the Organisation must deliver a complete copy of the Material referred to in Clause 17.1.1 to the Delegate.

## **18 ASSETS**

### **18.1 PURCHASING OF ASSETS**

The Organisation is required to obtain prior approval from the Secretary to use funds under this Agreement to:

- (a) Purchase real estate; and
- (b) Any asset greater than \$10,000 in value where the use is not solely for the service being funded.

### **18.2 USE OF ASSETS**

The Organisation must not use Assets for any purpose other than the performance of the Services unless it has obtained the prior written approval of the Secretary which will not be unreasonably withheld.

## 18.3 OBLIGATIONS IN RELATION TO ASSETS

The Organisation must:

- (a) not Dispose of any asset of without the prior written approval of the Secretary. The Organisation must remit to the Delegate the amount representing the Secretary's equity in the item disposed of. This clause does not apply to any asset necessary to the delivery of any service, which is disposed of and replaced, by a similar item of a similar value;
- (b) maintain all Assets in good working order;
- (c) be fully responsible for, and bear all risks arising in relation to, the use or Disposal of any Asset;
- (d) maintain a register of all Assets, recording the date of purchase or lease, the purchase or lease price, Asset description, Asset location, the proportion of the Funds used to create or acquire the Asset, the carrying amount of the Asset and (where approved under Clause 18.3 (a) ) details of Disposals of the Asset, including the sale price; and
- (e) as and when requested, provide copies of the register of Assets to the Department.

## 19 ACCESS

The Organisation must upon being given 24 hours notice in writing and stating the reasons allow any person authorised by the Secretary access to all records, accounts, documents and papers relating to this Agreement, including those relating to how the Organisation is carrying out the Service and receiving or spending the Funding. The Organisation shall provide the person authorised by the Secretary with all reasonable assistance and adequate facilities in meeting this requirement. The Organisation must also permit the Department to take copies of these materials for the purpose of conducting an assessment of the Service.

In accordance with the Department's *Incident Monitoring System* policy and guidelines (at Schedule XX), where any consumer incident rated Severity Assessment Code 1 (SAC1) or Severity Assessment Code 2 (SAC2) occurs, the Organisation will allow any person authorised by the Secretary immediate access to all records, accounts, documents, papers.

The Organisation must provide to any duly authorised person access to the accounts of the Organisation for the purposes of the *Audit Act 2008*.

## 20 TAXES, DUTIES AND GOVERNMENT CHARGES

### 20.1 DEFINITIONS

20.1.1 In this clause, GST, Input Tax Credits, Tax Invoice and Taxable Supply have the meaning given to those terms in the *A New Tax System (Goods and Services Tax) Act 1999*.

### 20.2 RESPONSIBILITY FOR TAXES

20.2.1 Subject to this Clause 20, all taxes, duties and government charges (Taxes) imposed or levied in Australia or overseas in connection with this Agreement or the payment of the Funds must be paid by the Organisation, or as the Organisation might arrange.

## **20.3 FUNDS INCLUDE GST**

The Organisation acknowledges and agrees that (where applicable) the Funds payable under this Agreement include an amount in respect of GST on any Taxable Supplies under this Agreement.

## **20.4 INPUT TAX CREDITS**

20.4.1 The Organisation is responsible for claiming all Input Tax Credits to which it is entitled related to this Agreement.

## **21 TAX INVOICE**

21.1.1 If any Taxable Supplies are made under this Agreement, the Department must provide the Organisation with a Tax Invoice within 20 Business Days of the Taxable Supply being made, unless the Payment Schedule states otherwise.

21.1.2 The Department will provide the Organisation with a recipient created tax invoice in the form set out in Annexure A upon the following conditions:

- (a) the Department can issue tax invoices in respect of the supplies made after 30 June 2000;
- (b) the Organisation will not supply tax invoices in respect of the Services; and
- (c) the Organisation acknowledges that it is registered for GST when it enters into this Agreement and that it will notify the Department if it ceases to be registered.

## **22 MATERIAL AND INFORMATION**

### **22.1 CONFIDENTIALITY**

Despite any confidentiality or Intellectual Property right subsisting in this Agreement or a schedule, appendix, annexure or attachment to it, either party may publish all or any part of it without reference to the other.

### **22.2 ORGANISATION MUST NOT DISCLOSE CONFIDENTIAL MATERIAL**

Subject to Clause 22.1, the Organisation must not publicly disclose, or use for a purpose other than this Agreement, any information or material acquired or produced in connection with, or by performing, this Agreement, including Crown Material without the Delegate's prior written consent, except to the extent that:

- (a) the Confidential Material is available to the public generally, other than by breach of this Agreement;
- (b) a law requires the Organisation to disclose, file, record or register something that includes Confidential Material;
- (c) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;
- (d) it is necessary or advisable to disclose the Confidential Material to a taxation or fiscal authority;
- (e) the Confidential Material is disclosed confidentially to professional advisers to

- (iii) to get professional advice about this Agreement; or
- (iv) to enforce this Agreement; or
- (v) the parties agree otherwise in writing.

### **22.3 EMPLOYEE COMPLIANCE**

22.3.1 The Organisation must ensure that employees who have access to Confidential Material, are aware of, and comply with, all confidentiality obligations affecting it.

### **22.4 PRIVACY OBLIGATIONS**

22.4.1 Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004 (Tas)* or the *Privacy Act 1988 (Cwlth)*

## **23 INDEMNITIES**

### **23.1 ORGANISATION INDEMNIFIES CROWN**

23.1.1 The Organisation indemnifies the Crown against all present and future legal liability claims or proceedings for:

- (a) personal injury to or death of a third party; or
- (b) either or both loss of or damage to property of a third party; and
- (c) financial loss of a third party;

### **23.2 NATURE OF INDEMNITIES**

23.2.1 The indemnities in Clause 23.1 are

- (a) are continuing obligations of the Organisation separate and independent from any other obligations; and
- (b) survive the termination of this Agreement.

## **24 INSURANCE**

### **24.1 ORGANISATION TO INSURE**

24.1.1 The Organisation must take out and keep current throughout the Term separate contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia indemnifying the Crown's and the Organisation's respective liability for:

- (a) personal injury to or death of a third party;
- (b) either or both loss of or damage to the property of a third party for not less than twenty million dollars (\$20,000,000) for each individual claim or series of claims arising out of a single occurrence or for such other amount as the Delegate reasonably determines;
- (c) the Organisation's liability for workers' compensation;
- (d) the Organisation's liability for professional negligence, for at least the sum stated in Schedule 3, for any one claim or series of claims, arising out of a single occurrence and for a term of six years after termination of this Agreement; and

- (e) and any other policies of insurance necessary to properly mitigate against the risks associated with providing the Service.

24.1.2 The liability to be insured against under Clause 24.1.1(a) is liability arising from, or attributable to, the Organisation carrying out the Department's Requirements, to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the Organisation or the Organisation's employees or agents.

## **25 EVIDENCE OF INSURANCE**

The Organisation must provide the Delegate with a certificate of currency for each insurance contract taken out under Clause 24 :

- (a) before the Organisation starts to carry out the Department's requirements;
- (b) annually through the Annual Grant Financial Accountability Report; and
- (c) within 48 hours upon request.

## **26 ORGANISATION NOT TO PREJUDICE INSURANCE**

The Organisation must neither do anything nor permit nor suffer anything to be done as a result of which:

- (a) insurance taken out under Clause 24 or any part of it becomes invalid or is rendered unenforceable; or
- (b) any rate or premiums of any such insurance are liable to be increased; or
- (c) the Crown is put at risk.

## **27 NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY**

27.1.1 The Organisation is not by virtue of this Agreement, or for any purpose, an officer, employee, partner or agent of the Department, or invested with any power or authority to bind or represent the Department.

27.1.2 The Organisation must not represent itself and must ensure that its officers, employees, agents and subsidiaries or joint venture partners do not represent themselves, as being an officer, employee, partner or agent of the Department, or as otherwise able to bind or represent the Department.

## **28 TERMINATING THE AGREEMENT**

### **28.1 RIGHT TO TERMINATE OR REDUCE SCOPE OF AGREEMENT**

- (a) The Secretary can terminate this Agreement, or reduce its scope, at any time by giving the Organisation three months written notice, setting out the reasons for the termination.
- (b) The Organisation can terminate this Agreement by giving the Department three months written notice setting out the reasons for the termination.
- (c) If the Agreement is terminated under this clause or its scope varied, the following provisions of this clause apply:

## **28.2 MAINTAINING SERVICE**

28.2.1 The Organisation during the period between giving or receiving notice and termination must:

- (a) use its best endeavours to maintain the Service; and
- (b) co-operate with the Secretary in seeking the provision of any appropriate alternate service for its consumers.

## **28.3 DEPARTMENTAL LIABILITY**

28.3.1 The Department is only liable to the Organisation for:

- (a) payments that were due to the Organisation before the date of termination or reduction; and
- (b) reasonable costs the Organisation incurs as a direct result of the termination or reduction (but subject to Clause 28.4 below).

## **28.4 REASONABLE COSTS**

28.4.1 The Department need only pay the Organisation the reasonable costs in Clause 28.3.1(b) if it:

- (a) complies strictly with this clause; and
- (b) provides written evidence to satisfy the Delegate of the amounts claimed.

28.4.2 The Department is not liable to pay the Organisation compensation for any loss of profits or benefits that it would have received had the termination or reduction not occurred.

## **29 THE DEPARTMENT'S RIGHT TO TERMINATE FOR DEFAULT**

### **29.1 TERMINATION**

29.1.1 The Department can terminate this Agreement immediately by the Secretary giving written notice to the Organisation if any of the following occur:

- (a) the Organisation breaches any of its obligations under this Agreement and the Department considers that the breach cannot be rectified;
- (b) the Organisation breaches any of its obligations under this Agreement and it does not rectify the breach within 10 Business Days after the Department giving the Organisation a notice to rectify it;
- (c) in relation to this Agreement, the Organisation breaches any law either the State or Commonwealth;
- (d) the Department considers that the decision to approve the Funding was affected by a statement in the Organisation's application for Funding that was incorrect, incomplete, false or misleading;
- (e) the Organisation is unable to pay all of its debts as they fall due;
- (f) the Organisation has come under external administration, or has applied to come under external administration, or has received a notice requiring it to show cause why the Organisation should not come under external administration. This includes any external administration referred to in the Companies Code (Tas);

- (g) the Organisation has become bankrupt or entered into a scheme of arrangement with creditors.

### **30 ADDITIONAL INFORMATION RELATED TO SOLVENCY**

#### **30.1 NOTIFICATION**

30.1.1 The Organisation must immediately notify the Department in writing of any of the following:

- (a) any action in relation to the winding up or liquidation of the Organisation;
- (b) the appointment of a receiver or manager; or
- (c) any arrangement between the Organisation and its creditors.

#### **31 REPORTING OF SPECIAL CIRCUMSTANCES**

The Organisation must immediately notify the Department in writing of any special event or circumstance which might reasonably affect the provision of the Services in accordance with this Agreement. This includes the notification of serious incidents involving consumers, staff or volunteers.

#### **32 RECOVERY OF FUNDING**

If the Department terminates this Agreement under Clauses 28 or 29, the Secretary can recover from the Organisation as a debt due to the Crown any part of the Funding:

- (a) that the Secretary considers the Organisation has not spent in accordance with the Agreement; or
- (b) that the Organisation is not legally committed for spending under the Agreement and that it is not payable by the Organisation as a current liability by the time the notice is given.

This Clause 32 does not affect the Department's other rights under this Agreement.

#### **33 DISPUTE RESOLUTION**

33.1.1 If a dispute or difference (called collectively a "dispute") arises, both parties agree to deal with the dispute in the following way:

- (a) the party who claims that a dispute exists will send the other party a notice setting out the nature of the dispute;
- (b) the parties will then try to resolve the dispute by negotiation, and for that purpose may authorise persons to act for them;
- (c) the parties will try to resolve the dispute within 10 Business Days from when the notice is given.

33.1.2 If the dispute is not resolved within 10 Business Days from when the notice is given to the Organisation by the Secretary, a party may submit the dispute to a form of alternative dispute resolution (including mediation).

## **34 DISPUTE RESOLUTION PROTOCOLS**

- (a) The parties will commit to resolving disputes as quickly and efficiently as possible.
  - (b) If an alleged breach has been notified and the other party and a dispute arises over the nature of the breach or the breach occurred because a provision in the Agreement was impossible to fulfil, within 20 days the parties are to provide each other with a statement detailing:
    - (vi) the issue and the facts giving rise to it;
    - (vii) any action already taken to resolve it;
    - (viii) the likely consequences if the dispute continues;
    - (ix) proposed solutions to the dispute.
- 34.1.1 Within 14 days, the representatives of both parties must discuss the matters provided in the statements in order to resolve the dispute.
- 34.1.2 If the dispute remains unresolved after these discussions, the Secretary is to refer the matter to a meeting between the parties and an independent third party agreed on by both parties who has the appropriate experience or qualifications.
- 34.1.3 The person appointed under Clause 34.1.2 acts as an expert and not as an arbitrator in settling any dispute.
- 34.1.4 The costs in settling any dispute are to be borne by the parties –
- (a) as the expert determines; or
  - (b) if the expert does not so determine, in accordance with the *Commercial Arbitration Act 1986*.
- 34.1.5 A party continues to have any right of appeal or redress under any Law.

## **35 OTHER LEGAL MATTERS**

### **35.1 RELATIONSHIP BETWEEN THE PARTIES**

- 35.1.1 This Agreement does not make the Organisation the partner, agent or employee of the Department.
- (a) The Organisation must not misrepresent its relationship with the Department.
  - (b) Neither party is authorised to legally commit or represent the other party in any way.
  - (c) Neither party may attempt to bind or represent the other in any way.

## **36 SUBSIDIARIES, SUBCONTRACTORS, AGENTS, ASSOCIATES AND AFFILIATES**

The Organisation must not subcontract any of its obligations under this Agreement without first obtaining the written consent of the Secretary.

- (a) The Secretary may impose any conditions considered appropriate, and the Organisation must comply with them.

- (b) The Organisation is not relieved of its obligation to carry out the Service as required by this Agreement merely because it subcontracts any part of the Agreement.
- (c) The Organisation must ensure that any subsidiaries, subcontractors, agents, associates and affiliates comply with all obligations binding on it under this Agreement, and that any subcontract (and any further subcontract) imposes these obligations on the sub Organisation.
- (d) The Organisation must exercise any right of termination that it has against any of its subsidiaries partners, associates or affiliates where the Department terminates or reduces the scope of this Agreement under either Clauses 28 and/or 29.
- (e) The Organisation will ensure that it uses either or both employees or subsidiaries, subcontractors, agents and affiliates with the necessary professional qualifications, registrations and experience to provide the Services under this Agreement.

### **37 ENTIRE AGREEMENT**

This Agreement comprises the entire agreement between the parties about the subject matter of this Agreement. It supersedes all prior communications, negotiations and agreements, whether oral or written, about the subject matter of this Agreement.

### **38 GOVERNING LAW**

This Agreement is governed by the law of Tasmania.

### **39 VARIATION OF THIS AGREEMENT**

This Agreement may only be varied in writing, signed by both parties.

### **40 ENFORCEMENT OF PART OF THE AGREEMENT**

The Department is not prevented from enforcing any part of this Agreement merely because:

- (a) it did not enforce that part on an earlier occasion; or
- (b) it does not enforce another part.

### **41 ASSIGNMENT OF RIGHTS**

- (a) The Organisation must not assign its rights under this Agreement without first getting written consent from the Department.
- (b) In this Clause 41, “assign” includes novate or transfer, in whole or in part.

### **42 INVALIDITY OF PART OF THE AGREEMENT**

If part of this Agreement is found to be invalid, the rest of the Agreement continues in effect as if the invalid part were excluded.

## **43 CERTAIN CLAUSES CONTINUE AFTER THIS AGREEMENT ENDS**

The termination or expiry of this Agreement, for any reason, does not affect the continued operation of the following clauses:

Clause x (Obligation to keep records and provide reports;)  
Clause x (Spending the Funding)  
Clause x (Repaying the Funding)  
Clause x (GST);  
Clause x (Intellectual Property Rights);  
Clause x (Privacy issues);  
Clause x ( Confidential Information)  
Clause x (Insurance);  
Clause x (Indemnity); or

The continued operation of any other clauses that, by their nature, survive termination or expiry.

## **44 NOTICES**

### **44.1 HOW TO GIVE A NOTICE**

44.1.1 Any notice or other communication to be given or made under this Agreement must be in writing and addressed as the case may be to the parties at their addresses in Schedule 3.

### **44.2 HOW TO SERVE A NOTICE**

44.2.1 A notice or other communication is taken to have been duly served:

- (a) in the case of hand delivery - when delivered;
- (b) if sent by prepaid post - on the third Business Day after the date of posting;
- (c) if sent by facsimile transmission (if the sending facsimile machine produces a print out of the time, date and uninterrupted transmission record of the sending of the notice) or upon electronic (email) transmission- upon completion of sending, if completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but if not, then at 9.00 am on the next Business Day in that place.

### **44.3 SIGNATURES**

A printed or copied signature is sufficient for the purposes of sending any demand written consent or other communication by facsimile or electronic transmission.

## **45 SEVERANCE**

If any provision of this Agreement or its application to any person or circumstance is or becomes invalid illegal or unenforceable then so far as possible the provision will be read down to the extent necessary to ensure that it is not illegal invalid or unenforceable. If any provision or part of it cannot be so read down then the

provision or part of it will be taken to be void and severable and the remaining provisions of this Agreement will not be affected or impaired in any way.

#### **46 ALTERING THE BASIC NATURE OF THIS AGREEMENT**

Clause 45 has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

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**INSERT SIGNING PAGES**

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## SCHEDULE 1

### SERVICES AND PERFORMANCE STANDARDS

#### 1 SERVICE SPECIFICATIONS

<b>Organisation</b>	[INSERT LEGAL NAME OF ORGANISATION]			
<b>Service</b>	[INSERT SERVICE DESCRIPTION]			
<b>Program</b>	[INSERT PROGRAM NAME]			
<b>AIHW Service Classification</b>	[INSERT AIHW NATIONAL COMMUNITY SERVICES OR HEALTH ACTIVITIES CLASSIFICATION CODE]			
<b>AIHW Delivery Setting</b>	[INSERT AIHW NATIONAL COMMUNITY SERVICES OR HEALTH DELIVERY SETTING CLASSIFICATION CODE]			
<b>Section</b>	<b>Group</b>	<b>Class</b>	<b>Setting</b>	
[INSERT AIHW NATIONAL CLASSIFICATION SECTION DESCRIPTION]	[INSERT AIHW NATIONAL CLASSIFICATION GROUP DESCRIPTION]	[INSERT AIHW NATIONAL CLASSIFICATION CLASS DESCRIPTION]	[INSERT AIHW NATIONAL CLASSIFICATION DELIVERY SETTING DESCRIPTION]	
<b>Additional Classification Type (where applicable e.g. HACCC or SAAP NMDS)</b>				
<b>AgencyID</b>	<b>OutletID</b>	<b>Outlet Name</b>	<b>Type</b>	<b>Classification</b>
[INSERT AGENCY ID CODE]	[INSERT OUTLET ID CODE]	[INSERT OUTLET NAME]	[INSERT NMDS TYPE CODE]	[INSERT CLASSIFICATION DESCRIPTION]
<b>Service Locations</b>				
[INSERT THE SPECIFIC LOCATIONS WHERE SERVICES ARE TO BE DELIVERED]				

**2 PURPOSE OF THE FUNDING AGREEMENT**

**Purpose**

**2.1 Service Overview:** [INSERT AN OVERVIEW OF THE PURPOSE FOR WHICH THE FUNDS ARE TO BE USED.]

**2.2 Service Aim:** [INSERT A STATEMENT THAT IDENTIFIES THE AIM OF THE SERVICE. THE SERVICE AIM IS WHAT IS INTENDED TO BE ACHIEVED FOR THE CONSUMER AS A CONSEQUENCE OF THE DELIVERY OF THE SERVICE DESCRIBED IN 2.1 ABOVE.]

**2.3 Program Objectives:** Key objectives and priorities of the program are to:

- [INSERT THE KEY OBJECTIVES AND PRIORITIES OF THE PROGRAM]
- [INSERT THE KEY OBJECTIVES AND PRIORITIES OF THE PROGRAM]
- [INSERT THE KEY OBJECTIVES AND PRIORITIES OF THE PROGRAM]

**2.4 Expected Service Outcomes:** The Organisation will ensure that service delivery models employed by each service are consistent with providing positive outcomes for consumers and utilise evidence based practice. Outcomes to be pursued for each consumer are:

- [INSERT THE EXPECTED SERVICE OUTCOMES FOR CONSUMERS]
- [INSERT THE EXPECTED SERVICE OUTCOMES FOR CONSUMERS]
- [INSERT THE EXPECTED SERVICE OUTCOMES FOR CONSUMERS]

### 3 SERVICES DELIVERY PERFORMANCE STANDARDS

Service Delivery Performance		
<p><b>3.1 Special Legislation:</b> The services outlined in this Schedule are to be delivered in accordance with the [INSERT THE NAME OF THE LEGISLATION IN ACCORDANCE WITH WHICH THE SERVICES ARE TO BE DELIVERED (IF APPLICABLE).]</p>		
<p><b>3.2 Activities:</b> The services outlined in this Schedule will include the following support and specific activities:</p> <ul style="list-style-type: none"> <li>• [INSERT THE SPECIFIC ACTIVITIES TO BE UNDERTAKEN IN THE DELIVERY OF THE SPECIFIED SERVICES]</li> <li>• [INSERT THE SPECIFIC ACTIVITIES TO BE UNDERTAKEN IN THE DELIVERY OF THE SPECIFIED SERVICES]</li> <li>• [INSERT THE SPECIFIC ACTIVITIES TO BE UNDERTAKEN IN THE DELIVERY OF THE SPECIFIED SERVICES]</li> <li>• [INSERT THE SPECIFIC ACTIVITIES TO BE UNDERTAKEN IN THE DELIVERY OF THE SPECIFIED SERVICES]</li> </ul>		
<p><b>3.4 Service Delivery Quantity Measures:</b> The quantity of services outlined in this Schedule will be measured by:</p> <ul style="list-style-type: none"> <li>• [INSERT THE SPECIFIC QUANTITY MEASURES OF SERVICES TO BE DELIVERED]</li> </ul>		
Quality and Safety Standards Framework		
<p><b>3.5 Mandatory Quality and Safety Standards Obligations :</b> To the satisfaction of the Secretary the Organisation must demonstrate compliance with the Community Sector Organisations Mandatory Quality and Safety Standards Framework by the specific compliance dates. Compliance will be demonstrated by ongoing improvement in achieving the following performance indicators :</p>		
Standards	Fundamental Elements	Performance Indicators
Safe environment – compliance by 31 December 2009	<ul style="list-style-type: none"> <li>• Fire</li> <li>• Food</li> <li>• Medication</li> <li>• Practices</li> </ul>	<p>The Organisation is compliant with all fire legislation and regulation.</p> <p>The Organisation is compliant with all food safety legislation and regulation.</p> <p>The Organisation engages in safe management practices of consumer medication.</p> <p>The organisation engages with occupational health and safety requirements.</p>

<p>Consumer Focus – compliance by 30 June 2010</p>	<ul style="list-style-type: none"> <li>• Health</li> <li>• Wellbeing</li> <li>• Lifestyle</li> <li>• Community participation &amp; inclusion</li> </ul>	<p>The Organisation actively engages in the health and well being of consumers.</p> <p>The Organisation engages in processes to support the lifestyle needs of consumers.</p> <p>The Organisation responds to the cultural needs of consumers.</p> <p>The Organisation supports the inclusion of consumers in their community.</p> <p>The Organisation promotes and protects the rights and responsibilities of consumers.</p> <p>The Organisation promotes opportunities to consumers.</p>
<p>Workforce – compliance by 31 December 2010</p>	<ul style="list-style-type: none"> <li>• Recruitment</li> <li>• Profession development</li> <li>• Sustainability</li> </ul>	<p>The Organisation has robust recruitment, induction and orientation processes.</p> <p>The Organisation proactively manages future workforce requirements.</p> <p>The Organisation professional development priorities are designed to support the achievement of consumer outcomes.</p> <p>The Organisation has clearly defined roles, expectations and accountabilities for all staff and volunteer positions.</p>
<p>Incidents and Feedback – compliance by 30 June 2011</p>	<ul style="list-style-type: none"> <li>• Compliments</li> <li>• Incidents</li> <li>• Complaints</li> </ul>	<p>The Organisation has robust compliments and complaints management processes.</p> <p>The Organisation adheres to the IMS policy.</p>
<p>Data and Knowledge Management – compliance by 31 December 2011</p>	<ul style="list-style-type: none"> <li>• Collection</li> <li>• Storage &amp; disposal</li> <li>• Access</li> </ul>	<p>The Organisation has robust systems for the collection of consumer information.</p> <p>The Organisation has robust systems for appropriately managing consumer’s personal information.</p> <p>The Organisation has a robust system to ensure that consumer’s privacy and confidentiality is respected.</p>

<p>Governance – compliance by 30 June 2012</p>	<ul style="list-style-type: none"> <li>• Financial reporting</li> <li>• Resource management</li> <li>• Risk management</li> <li>• Administration</li> <li>• Decision making</li> </ul>	<p>The Organisation provides financial reports in accordance with the Funding Agreement.</p> <p>The Organisation has robust communication processes.</p> <p>The Organisation has systems to support inclusive decision making.</p> <p>The Organisation has systems in place to identify emerging legislative requirements.</p> <p>The Organisation has risk management systems and processes in place.</p> <p>The Organisation has an effective policy cycle.</p>
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**3.6 Service Specialist Quality and Safety Standards Obligations:** The Organisation must demonstrate compliance with the following Service Specialist Standards. Compliance will be demonstrated by ongoing improvement in achieving the following performance indicators:

Standards	Elements	Performance Indicators
	<ul style="list-style-type: none"> <li>•</li> </ul>	

## SCHEDULE 2

### FUNDING AND ACCOUNTABILITY REPORTING

#### 1 FUNDING AND PAYMENT TERMS

Amount of Funding					
<p><b>1.1 Amount of Funding:</b> The total amount of Funds payable by the Department under this Agreement will be \$[INSERT AMOUNT] (exclusive of GST).</p>					
<p><b>1.2 Indexation:</b> [WHERE APPLICABLE, INSERT INDEXATION BASIS FOR ORGANISATION].</p>					
<p><b>1.3 Funding by Service:</b> The total amount of Funds payable by the Department itemised by Service is set out in the table below: [WHERE APPLICABLE AND PRACTICABLE, INSERT SERVICE BY SERVICE FUNDING FOR ORGANISATION]</p>					
Service	Financial Year base Funding	Indexation (if applicable)	Total Base Funding	GST (if applicable)	Total Funding
Service 1	\$n,nnn,nnn	\$n,nnn,nnn	\$n,nnn,nnn	\$n,nnn,nnn	\$n,nnn,nnn
Service 2	\$n,nnn,nnn	\$n,nnn,nnn	\$n,nnn,nnn	\$n,nnn,nnn	\$n,nnn,nnn
<b>TOTAL</b>	<b>\$n,nnn,nnn</b>	<b>\$n,nnn,nnn</b>	<b>\$n,nnn,nnn</b>	<b>\$n,nnn,nnn</b>	<b>\$n,nnn,nnn</b>
Funding Timetable					
<p><b>1.4 Timing of Payments:</b> Subject to Clause 10 of the Agreement, the Department will, within 5 Business Days of the beginning of each calendar quarter, pay a percentage of the annual funding due to the Organisation by electronic transfer to the account notified to the Department in writing.</p>					
<p><b>1.5 Percentage of Funding to be Paid:</b> For the financial year ended 30 June 2010 funding will be paid on the following basis:</p>					
Quarter ending			Percentage of annual funding to be paid		
1 July 2009			40		
1 October 2009			20		
1 January 2010			20		
1 April 2010			20		
<p><b>1.6 Varying the Percentage of Funding to be Paid:</b> The percentage of the annual funding to be paid in 2010-2011 and following financial years may be varied, subject to the agreement of the parties. Where the percentage is varied, the Delegate will provide the Organisation with a revised Schedule 2 within 10 Business Days of the variation.</p>					

## 2 ACCOUNTABILITY REPORTING

### Financial Reporting

**2.1 Half-Year Reporting:** The Organisation will provide the Department with a copy of the half year financial report provided to the Organisation's Directors or Management Committee within 5 Business Days of the half year report being presented to the Organisation's Directors or Management Committee.

**2.2 Annual Report:** The Organisation will provide the Department with an Annual Report of the Organisation including the audited Financial Report as required under the Corporations Act 2001 or the Associations Incorporation Act 1964 within 5 Business Days of the date required pursuant to the Corporation Act 2001 or the Associations Incorporation Act 1964.

**2.3 Annual Grant Financial Accountability Report:** The Organisation will provide the Department with:

2.3.1 a completed Annual Grant Financial Accountability Report signed by two office holders or members of the Organisation considered to be bona fide representatives of the Organisation to the effect that the grant provided under this Agreement was received and disbursed for the purpose for which it was given; and

2.3.2 where the Agreement Funds are greater than \$100,000, a certificate signed by an Approved Auditor to the effect that the Annual Grant Financial Accountability Report is properly drawn up and records presented give a true and fair view of the affairs of the Organisation.

**2.4 Other Financial Information:** The Organisation will provide receipts and other evidence relating to the expenditure of the Funding Amount, including internal management information or extracts of reports from the Organisations financial management information systems, if requested by the Department.

### Service Delivery Reporting

**2.5 Service Delivery Reporting:** The Organisation will provide reports on the quantity of services delivered (on a service classification by service classification basis) by 31 January and 31 July each year of this Agreement or on other dates as specified.

### Quality and Safety Standards Reporting

**2.6 Quality and Safety Standards Framework Reporting:** The Organisation will provide reports to the Department consistent with the requirements of the Quality and Safety Standards Framework including the half yearly Self- Report Initial Workbook and the Self Report Continuous Quality Improvement Workbook. The information required by the Workbooks must be provided to the Department by 31 January and 31 July each year of this Agreement.

## Other Service Information

**2.7 Other Information:** The Organisation will provide information to the Department on service planning and policy implications as identified by the Organisation or if requested by the Department. This information may include, but is not limited to information on new or unmet needs, service gaps, innovations in service delivery, policy review options, and systems issues.

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## SCHEDULE 3

### 1 INSURANCES (CLAUSE XX)

- (a) Professional Indemnity insurance for an amount of: \$\$Million
- (b) Worker's Compensation coverage

### 2 ADDRESSES FOR DELIVERY OF NOTICES:

Department

Organisation

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