

## A Bed-Based Unit

### What does it offer that Day Units, Acute Inpatient Units, Residential Services and Extended Outreach services cannot?

#### Notes of phone call 16/10/13

##### Current Situation

- Currently in Barrett: [REDACTED]
- Only a small subset of current consumers require an intensive care program, particularly in cases where families have significant struggles in being able to safely support their young people
- Due to the length of stay of many of the young people, there is a significant risk of secondary disability as a consequence of institutionalisation, developmental arrest, deskilling and disconnection from their families and communities.
- Long term admission removes young people from their families, peers and communities further disrupting already fragile relationships and resulting in considerable difficulty with reintegration into community life. Considerable support is required with rehabilitation.
- The milieu of the unit is often counterproductive to effective treatment and rehabilitation.

##### Future State

- Propose Tier 3 be a bed-based Intensive Assessment Unit for comprehensive individual and family assessment
- Locate near an acute unit to support acute deterioration of young people
- Reduce the focus on the milieu – should not sacrifice the assessment for the milieu – it should not be the 'primary' focus
- Don't accept referrals from primary care providers – only accept referrals when exhausted all other tier options
- Use a suite of responses across the tiers, to ensure that the residential, assessment, treatment and rehabilitation needs of young people are addressed in most appropriate way.
- Establish Day Programs that provide intensive and individualised intervention programs
- For Tier 2A: provide mobile and intensive in-home support to young people and their families to reduce the need for inpatient stay and support families to provide nurturing ongoing care for their young people

##### *Why not Acute Inpatient Units?*

- Short stay acute inpatient admissions do not allow the time to undertake the comprehensive assessments (requiring consultation and liaison across a variety of contexts) of issues that young people and their families present with when these are complicated by a high degree of complexity and chronicity, particularly within a care-giving context. Organisation of ongoing care in these complex and chronic clinical presentations requires extensive collaboration and coordination and again is beyond the scope of time available to acute units.
- Limited bed capacity – not a long term solution, although could be an interim solution

What does a bed-based unit offer?

- 24/7 observation and containment
- Enhanced and intensive individual and family assessment, formulation and therapeutic care planning.
- Collaboration and coordination of care
- Social milieu and social skills

It addresses:

*Geographic/Demographic issues*

- Regional access
- No Day Units and limited resources
- Significant functional and emotional distress unable to be managed by local CYMHS, referred for more intensive assessment and treatment planning

*Psychiatric/Diagnostic*

- Essentially a state-wide 'step up/step down' service
  - Step Up: Young people who require more intensive assessment than local CYMHS or Day Units can offer but do not require an Inpatient Admission
  - Step Down: Young people transitioning from an Inpatient Unit, but in whom the treating team considers more comprehensive assessment and treatment planning is required.
- Those that 'fall in the gap' between Day Units and Acute Inpatient Units
  - Require > 3x/week Day Unit input and therefore would benefit from more intensive assessment and review of treatment planning
  - Require after hours support
  - Escalating mental health problems unable to be supported at a local level
- Young people who would benefit from social skills that a milieu can offer within a bed-based facility
  - Poor home environment
  - Anxious, socially avoidant or phobic, school refusal
  - Self harming
  - Sexual abuse
  - Co-morbid mental health problems that make it difficult to engage in Day Units/CYMHS
- Currently lengthy wait lists for Day Units
- Preparation for Residential Units: probably for the older young person with mental health issues that are still causing significant functional impairment.
- Probably not a legitimate reason. But off the record:
  - Provides a 'holding facility' for anxious care providers (including C&A Psychiatrists) who feel they have exhausted local service capability.
  - Political implications of not providing a Tier 3 service, when this was strongly recommended by the ECRG

*Issues with bed-based: need to recognise and manage*

- Danger of rapid institutionalisation, transference and attachment issues, etc.
- Lack of parental input/support for those young people from outside SE Qld
- "Out of sight, out of mind" mentality of parents/carers and service providers
- Tricky dealing with consumers on the cusp of 18yo, where they need to become more independent with mental health support

**Day Program Units**

- In the local community
- Closed vs. Open
- 5 days vs. 2 x 2/3 days
- Young people with severe and complex MH problems +/- substance misuse
  - Functional Support more intensive than can be offered by CYMHS
  - Emotional Support more intensive than can be addressed by CYMHS

**Residential**

- Young people with, or recovering from, severe and complex MH problems +/- substance misuse
- Need some degree of emotional and functional support
- Parent unwilling or unable to accommodate at home
  - Lack of parental bond
    - YP mental health problems
    - Parental MH issues
  - Siblings/milieu
  - Other environmental factors
- DOCS +/- not involved
- Could theoretically be linked to Day Units, though would depend on level of after hours support
- Y-PARC model 24 x 7 program with clinicians onsite; length of stay less than 4 weeks

**IMYOS/Extended Outreach**

- Directed at young people who find it challenging to engage with CYMHS
- Homeless, drug use, itinerant
- Unlikely to come to structured Day Programs
- Aim is containment and management of risk, + improving functional impairment and minimising emotional distress

**NOTE:**

- Models of services for all new or enhanced options will need to meet in-scope activity based funding classifications as defined by the Independent Hospital Pricing Authority (2013-14), which includes:
  - All admitted activity
  - Crisis assessment and treatment
  - Dual diagnosis
  - Home and community-based eating disorders
  - Mental health hospital avoidance programs
  - Mobile support and treatment
  - Perinatal
  - Step-up step-down
  - Telephone triage

**BAC-type Patients - Extended Treatment Beds - CYMHS Unit**

Adolescent Extended Treatment Program for young people over the age of 13 years

Program duration of 9 months, with each young person being admitted for a period of 3 months

**Calculation: Estimated additional cost of care to Mater as required for BAC-type Inpatients**

Items	Classification	2 Patients Admission		
		Hrs p/Wk	FTE	Cost
<b>Salaries &amp; Wages</b>				
Clinical Nurse (Case Co-ordinator)	NO6.4	38	1.00	24,711
Registered Nurse (Program Co-ordinator)	NO5.3	24	0.63	17,772
Occupational Therapist	HP3.5	4	0.11	2,534
Psychiatrist (SMO Senior Specialist)	MO2.3	2	0.05	4,884
	<b>Total Salaries &amp; Wages</b>		<b>1.79</b>	<b>49,900</b>
<b>Goods &amp; Services</b>				
		<b>Est. P/Wk</b>	<b>Wks</b>	<b>Cost</b>
Recreational Activities (Base: Day Program Actuals)		57	12	684
Travel (Base: Inpatient Services Actuals)		22	12	264
Food (Group/ADL's)		30	12	360
	<b>Total Goods &amp; Services</b>			<b>1,308</b>
<b>Total additional cost per 2 Patients (3 month period)</b>				<b>51,208</b>
<b>Total cost of Program (9 month period)</b>				<b>153,625</b>

(8 Hrs p/day x 3 Days p/wk  
including Sat & Sun)

CHQ 03032

REGISTERED POST - SENDER TO KEEP  
51000349218016



Queensland  
Government

Children's Health Queensland  
Hospital and Health Service

File Number:  
Directorate:  
Phone Extension:

CHQ03032  
Office of the Chief Executive

**COPY**

Dr John O'Donnell  
Chief Executive Officer  
Mater Health Services

Dear John,

### Children's Health Queensland – Interim Statewide Subacute Beds

Please accept the enclosed Service Provider Agreement pertaining to the establishment of statewide adolescent subacute beds within your Health Service, up until 30 November 2014.

This letter and Service Provider Agreement is to confirm our commitment to an ongoing model of enhanced mental health care for the young people of Queensland, and the provision of resources to support the statewide adolescent subacute beds in your Health Service.

This Service Agreement also serves to highlight the responsibility of Children's Health Queensland (CHQ) and the Mater to establish and adhere to agreed principles. It is important to note that CHQ will retain statewide governance and funding for this service, in accordance with CHQ's statewide remit. The Mater will maintain operational governance over the delivery of the service, and the mental health clinicians delivering that service. The Statewide Assessment Panel Protocol, attached, has been developed to outline the referral pathway into the statewide adolescent subacute beds. Your feedback and comment on these documents is welcomed.

If the Service Agreement meets with your approval, please update the agreement with the Mater's details, sign, and return **two** hard copies to the postal address below. A signed copy will be returned to you for your records.

Should you have any questions, or require any other information, please contact Ingrid Adamson on [REDACTED]

Kind regards,

[REDACTED]  
Dr Peter Steer  
Health Service Chief Executive  
Children's Health Queensland

5/6/2014

Encl: Service Provider Agreement – Statewide Subacute Beds- Part A and Part B  
Encl: Statewide Assessment Panel Protocol

Level 1 – North Tower  
Royal Children's Hospital  
GPO Box 48, Brisbane Q 4001  
[REDACTED]  
ABN 62 254 746 464

*Subacute beds*  
CHQ 004/2014 – Adolescent ~~Residential~~  
~~Rehabilitation Unit~~

**AGREEMENT  
FOR THE PROVISION OF  
SERVICES**

**Between**

**THE CUSTOMER**

**and**

**THE PROVIDER**

**(Part A- Conditions of  
Agreement)**

**PART A – CONDITIONS OF AGREEMENT  
(Referencing Part B – Agreement Schedules)**

**THIS AGREEMENT** is made:

**BETWEEN:** The entity specified in Item 1 of Schedule A

('Customer')

**AND:** The entity specified in Item 3 of Schedule A

('Provider')

**BACKGROUND**

- A. The Customer requires the Services.
- B. The Provider has agreed to supply Services to the Customer on the terms of this Agreement.

**CONDITIONS OF AGREEMENT**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In these Conditions of Agreement, unless the context otherwise requires, the following definitions will apply:

**Agreement** means a legally binding contract as agreed between the Customer and Provider constituted by the documents specified in clause 2;

**Agreement Material** means New Agreement Material and Existing Agreement Material;

**Agreement Term** means the term of this Agreement, as set out in clause 3;

**Annual Financial Report** means an Annual Financial Report as required by clause 35.1(b);

**Approved Expenses** means the Provider's expenses (if any) which have been agreed between the Customer and Provider, and approved by the Customer prior to any expenditure being incurred, as specified in Item 2 Schedule D;

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

**Auditor or Accountant** means

(a) for a Provider that is Local Government – the Local Government's accounting officer or chief executive officer as the case may be; or

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

**Business Day** means between 9.00am and 5.00pm on a day other than a Saturday, Sunday or public holiday at the Customer's address;



**PART A – CONDITIONS OF AGREEMENT**  
**(Referencing Part B – Agreement Schedules)**

**Claim** includes (and is not limited to) any claim (whether ascertained or unascertained), action, demand, application, proceeding, judgement, enforcement hearing or enforcement order;

**Clients** means clients of the type described in the schedules;

**Commencement Date** means:

- (a) the date specified in Item 5 of Schedule A; or
- (b) if no date is specified, the date of execution of the Agreement, and if the Agreement is executed by the Parties on different dates, the date the last Party to the Agreement has executed the Agreement.

**Completion Date** means the date specified in Item 6 of Schedule A or otherwise agreed in writing between the Parties, and includes an extension of that date in accordance clause 3.2;

**Conditions of Agreement** means these terms and conditions of Agreement and the attached Schedules;

**Confidential Information** means information of, or supplied by, the Customer that:

- (a) is by its nature confidential;
- (b) is designated as confidential;
- (c) the Provider knows or ought to know is confidential; and includes information;
- (d) comprised in or relating to any Intellectual Property Rights of the Customer;
- (e) concerning the internal management and structure, personnel, processes and policies, commercial operations, financial arrangements or affairs of the Customer;
- (f) that is of actual or potential commercial value to the Customer; and
- (g) relating to the clients or suppliers of the Customer;

but does not include information that:

- (h) was already in the possession of the Provider and not subject to an obligation of confidentiality
- (i) is lawfully received from a third party or independently developed by the Provider; or
- (j) is public knowledge other than through a breach of an obligation of confidentiality;

**Conflict of Interest** means having an interest (whether personal, financial or otherwise) which conflicts or may reasonably be perceived as conflicting with the ability of the Provider to perform its obligations under the Agreement fairly and objectively;

**Correctly Rendered Invoice** means an invoice:

- (a) in which the amount claimed is due for payment in accordance with the Agreement;
- (b) in which the amount claimed is correctly calculated in accordance with the Agreement;
- (c) which correctly identifies the Services supplied;
- (d) which, if GST applies is a valid tax invoice under the GST Legislation; and
- (e) which complies with clause 11.4.

**Customer** means the State of Queensland or other entity specified in Item 1 of Schedule A;

**Customers Authorised Officer** means the person specified in Item 2 of Schedule A, who is the Customers representative and point of contact for the Agreement;

**Deliverable** means the Services and any other thing the Provider is required to deliver to the Customer in connection with the Services;

**PART A – CONDITIONS OF AGREEMENT**  
**(Referencing Part B – Agreement Schedules)**

**Delivery Date** means the date specified in Item 7 of Schedule A in which the Services will be performed by the Provider;

**Delivery Period** means the period specified in Item 7 of Schedule A in which the Services will be performed by the Provider;

**Department of Health** means the State of Queensland acting through Queensland Health;

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

**Document** includes:

- (a) any paper or other material on which there is writing;
- (b) any paper or other material on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them;
- (c) any article or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device; or
- (d) a document in electronic form;

**Entitlements** include any wages, salary, overtime, allowances, superannuation, leave accruals or any other payment to which the Key Personnel is entitled in respect of the performance of the Services as a result of their relationship with the Provider;

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

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

**Financial Security** means the unconditional financial security in a form set out in the 'Supplementary Provisions - Conditions of Offer and Conditions of Contract' document – 'Financial Security' which is available from the Department of Housing and Public Works' website: [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au) under 'Supply and disposal/Government procurement' or other form of unconditional financial security in a form acceptable to the Customer, as specified in Item 28 of Schedule A;

**GST** means a goods and services tax imposed by or through the GST Legislation;

**GST Amount** means the amount of GST payable in respect of any taxable supply under the Agreement, calculated at the rate of GST applicable at the time;

**GST Legislation** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related tax imposition law (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such laws;

**Hospital and Health Service** means a Hospital and Health Service established under s 17 of the *Hospital and Health Boards Act 2011* (Qld).

**Intellectual Property Rights** means all registered and unregistered rights in Australia and throughout the world for:

- (a) copyright;
- (b) trade or service marks;
- (c) designs;
- (d) patents;
- (e) semiconductors or circuit layouts;
- (f) source codes and object codes;
- (g) trade , business or company names;

**PART A – CONDITIONS OF AGREEMENT**  
(Referencing Part B – Agreement Schedules)

- (h) indications of source or appellations of origin;
  - (i) trade secrets;
  - (j) know-how and confidential information;
  - (k) the rights to registration of any of the above; and
  - (l) the right to bring action for infringement of any of the above,
- but excludes Moral Rights;

**Key Personnel** means the representatives of the Provider specified in Item 9 of Schedule A;

**Loss** includes (and is not limited to) any loss, liability, tax, prohibition, penalty, fine or expense, including by way of negligence;

**Machinery of Government Change** means a transfer of responsibility, function or operations, in whole or in part, from a Queensland Government department or agency or Queensland Government Body to another Queensland Government department or agency or Queensland Government Body;

**Mater Public** means the Mater Misericordiae Health Services Brisbane Ltd ACN 096 708 922 acting under arrangements under the *Mater Public Health Services Act 2008* (Qld);

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

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

**New Agreement Material** means any Intellectual Property Rights in materials which come into existence through the performance of the Services under this Agreement;

**Non-Government Organisation or NGO** means a body (including a private school), other than a Queensland Government department, agency or Queensland Government Body, which is:

- (a) directly or indirectly, partially or entirely funded by the State of Queensland;
- (b) a community based, non-profit making organisation performing community services; and/or
- (c) another entity, from time to time approved by the State of Queensland acting through the Department of Housing and Public Works - Queensland Government Chief Procurement Office to procure Services in accordance with the Agreement;

**Notice** means a notice in writing under or in connection with the Agreement from one Party to the other Party; notice

**Occurrence** means either a single occurrence, or a series of occurrences, which arise out of or in connection with the same circumstances;

**Optional Extension Period** means a period, or periods, specified as such in Item 8 Schedule A

**Party** means each of the Customer and the Provider;

**Performance and Statistical Reports** means performance and statistical reports as required by Clause 36;

**Performance Guarantee** means the performance guarantee, in a form set out in the 'Supplementary Provisions - Conditions of Offer and Conditions of Contract' document – 'Performance Guarantee' which is available from the Department of Housing and Public Works' website: [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au) under 'Supply and disposal/Government procurement'

**PART A – CONDITIONS OF AGREEMENT**  
**(Referencing Part B – Agreement Schedules)**

or other form of performance guarantee in a form acceptable to the Customer, as specified in Item 27 of Schedule A;

**Periodic Financial Report** means a periodic financial report as required by clause 35;

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

**Price and Pricing** means the itemised prices and/or the price calculated by reference to a schedule of rates payable by the Customer for a Deliverable, as specified in Schedule D and (unless otherwise specified in Schedule C) is exclusive of GST and inclusive of packaging, handling, freight, and all other duties, taxes and charges;

**Provider** means the entity specified in Item 3 of Schedule A;

**Provider's Authorised Officer** means the person nominated in Item 4 of Schedule A, being the person nominated by the Provider to oversee and supervise the performance of the Provider's obligations under this Agreement (or other person nominated from time to time by the Provider);

**Queensland Government Body** means any of:

- (a) a body corporate or an unincorporated body established or constituted for a public purpose by the State of Queensland legislation, or an instrument made under that legislation (including a local authority);
- (b) a body established by the State of Queensland through the Governor or a Minister; or
- (c) an incorporated company over which the State of Queensland exercises control;

**Queensland Public Health System (QPHS)** means any of:

- (a) Department of Health (DoH); or
- (b) any division, branch or unit of any Hospital and Health Service and Mater Public;

**Records** means all material including but not limited to books, documents, information, computer software, equipment, and data stored by any means disclosed, or made available, by the Customer to the Provider in connection with the performance of the Agreement and includes a copy of such material;

**Schedule** means the schedules which are Part B of the Agreement;

**Services** means the services described in Part B – Agreement Schedules and any tasks connected with performing those services, and include the individual service items requested by the Customer under the Agreement throughout the Agreement Term.

**Services Type** means the NMDS classified Services Group of seven (7) categories also known as **Service Groups**: accommodation support; community support; community access; respite; employment; advocacy; information and alternative forms of communication.

**Site** means the place or places as specified in Item 10 of Schedule A where the Services are to be supplied and/or delivered;

**Special Conditions** means the additional terms and conditions nominated as applicable in this Part A forming part of this Agreement;

**Specifications** means the detailed description of the Customer's requirements in Part B – Agreement Schedules; and

**Term** refer to definition of Agreement Term.

## 1.2 Interpretation

- (a) In these Conditions of Agreement, the index and clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation

**PART A – CONDITIONS OF AGREEMENT**  
**(Referencing Part B – Agreement Schedules)**

of these Conditions of Agreement.

- (b) The following rules apply in interpreting these Conditions of Agreement, unless the context otherwise requires:
- (i) words importing a gender include the other gender;
  - (ii) words in the singular include the plural and vice versa;
  - (iii) all dollar amounts refer to Australian currency;
  - (iv) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
  - (v) a reference to an entity or person includes an individual, corporation, partnership or other legal entity;
  - (vi) a party includes its executors, administrators, liquidators, successors and permitted assigns;
  - (vii) "consent" means prior written consent;
  - (viii) "in writing" means either by letter, email or facsimile;
  - (ix) a reference to a clause, attachment or annexure is a reference to a clause, attachment or annexure to these Conditions of Agreement;
  - (x) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next Business Day in that place, unless the Parties agree otherwise;
  - (xi) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;
  - (xii) a reference to a clause is a reference to all of its sub-clauses;
  - (xiii) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated; and
  - (xiv) a Schedule forms part of the document to which it is attached.

**2. FORMATION OF AGREEMENT**

- 2.1 The following Documents constitute the entire Agreement between the Customer and Provider:
- (a) These Part A Conditions of Agreement, including the Special Conditions;
  - (b) the Schedules to this Agreement at Part B; and
  - (c) any annexures or attachments, referred to in these Part A – Agreement Conditions or Part B – Agreement Schedules.
- 2.2 Subject to clause 2.3, in the event of any conflict between the Documents specified in clause 2.1, the order of precedence to resolve the conflict will be in the above order.
- 2.3 Any Special Conditions which purport to take away or reduce the entitlements that would otherwise be provided to the Customer under clause 31 are null and void.
- 2.4 The Agreement supersedes all prior representations, agreements, statements and understandings between the Customer and Provider, whether oral or in writing relating to the subject matter of the Agreement

**3. AGREEMENT TERM**

- 3.1 Subject to clauses 3.2 and 3.3, this Agreement will commence on the Commencement Date and, unless terminated sooner pursuant to clause 29, will continue until the Completion Date.

**PART A – CONDITIONS OF AGREEMENT**  
**(Referencing Part B – Agreement Schedules)**

- 3.2 The Customer may, at its entire discretion, extend the Agreement Term for the Optional Extension Period by Notice to the Provider given at least one month prior to the Completion Date. If the Agreement Term is extended by the Optional Extension Period then the Completion Date will change to the date at the end of the Optional Extension Period and the reference to the right which has been exercised for the Optional Extension Period will be deleted.
- 3.3 If the Deliverables have not yet been provided to the Customer by the Completion Date, in the entire discretion of the Customer, the Customer may:
- (a) extend the Term; or
  - (b) terminate the Agreement pursuant to clause 29.
- 3.4 An extension of the Term pursuant to clause 1.1.1(a) will not:
- (a) constitute a waiver by the Customer of any other rights it may have under this Agreement or at common law in relation to the Provider's failure to perform the Services by the Completion Date; or
  - (b) entitle the Provider to recover any payment for any services other than those services which the Provider was contracted to provide by the Completion Date.
- 4. TRANSFERABILITY / PORTABILITY OF SERVICES**
- 4.1 Notwithstanding any provision of the Agreement, the Customer is entitled, by giving a Notice to the Provider, to freely transfer its rights and responsibilities, including the use of and title to any Services under the Agreement, either in whole or in part, to a Queensland Government department or agency that is part of the same legal entity as the Customer.
- 4.2 Notwithstanding any provision of the Agreement, the Customer is entitled, by giving a Notice to the Provider, to freely transfer its rights and responsibilities under the Agreement, either in whole or in part, to a Queensland Government department or agency or Queensland Government Body that is not part of the same legal entity as the Customer, but only as a consequence of a Machinery of Government Change.
- 4.3 If clause 4.2 applies the Provider must execute a deed of novation in a form acceptable to the Customer, and return it to the Customer within five (5) Business Days from receipt of a Notice from the Customer advising of the transfer and requiring the Provider to execute the deed of novation.
- 4.4 If the Services are transferred in accordance with clause 4.1 or 4.2, the Provider:
- (a) must immediately notify the Customer of any reduction in costs, including but not limited to volume discounts, which may occur; and
  - (b) must notify the Customer of any proposed additional fees for any additional costs directly incurred as a result of the provision of additional overall Services.
- 4.5 The Provider agrees to negotiate with the Customer in good faith to vary or consolidate the Agreement to:
- (a) adjust the Price as a result of the notification of the matters raised in clause 4.4; and/or
  - (b) comply with any specific requirements of the Customer to which its rights and responsibilities, including the use and title to any Services are, or will be, freely transferred in accordance with clause 4.1 or 4.2.
- 5. ROLE OF THE CUSTOMER'S AUTHORISED OFFICER**
- 5.1 The Customer's Authorised Officer will be the primary liaison and contact officer between the Customer and the Provider and is authorised to give notices and consents under this Agreement on the Customer's behalf.
- 5.2 The Provider's Authorised Officer is the primary liaison and contact officer between the Provider and the Customer and is authorised to give notices and consents under this Agreement on the Provider's behalf.

**PART A – CONDITIONS OF AGREEMENT**  
**(Referencing Part B – Agreement Schedules)**

- 5.3 The Provider's Authorised Officer must:
- (a) liaise with and report to the Customer's Authorised Officer about the performance of the Services;
  - (b) attend meetings with, or provide briefings to, the Customer's Authorised Officer as required from time to time; and
  - (c) promptly comply with any request or direction given by the Customer's Authorised Officer about the supply and performance of the Services.

**6. PROVISION OF THE SERVICES**

- 6.1 The Provider agrees to supply and perform the Services, as an independent contractor, for the Agreement Term in a competent and professional manner.
- 6.2 The Provider must provide the Services:
- (a) on the Delivery Date or during the Delivery Period;
  - (b) by the milestone dates (if milestones are specified in Item 11 of Schedule A);
  - (c) by the Completion Date; and
  - (d) if the Services are periodic or recurrent Services, at the times, intervals and frequency as specified in Item 12 of Schedule A.
- 6.3 In supplying and performing the Services, the Provider must:
- (a) inform itself of the Customer's requirements in respect of the Services;
  - (b) consult regularly with the Customer and/or Customer's Authorised Officer; and
  - (c) exercise due skill, care and diligence.
- 6.4 The Provider must ensure that all Services are of a high quality, professional standard and are fit for purpose.
- 6.5 The Customer will provide the assistance (if any) described in Item 14 of Schedule A to the Provider.
- 6.6 If nominated as applicable within Item 13 of Schedule A the Provider must meet the KPIs set out in Schedule A, at the times set out in Schedule A and comply with the following terms:
- (a) the Provider must submit any reasonable documentation required by the Customer by notice in writing for the Customer to assess the Provider's performance against the KPIs;
  - (b) if the Provider fails to meet the KPIs set out in the Schedule then a show cause event will have occurred and the Provider's Authorised Officer must meet with the Customer within 5 days of any Notice to discuss the Provider's plan to remedy its failure to meet the KPIs; and
  - (c) if the Customer is not satisfied with the Provider's plan the Customer is entitled to proceed to terminate the contract for breach in accordance with clause 29.

**7. REQUIREMENTS FOR SERVICES**

- 7.1 All Services provided by the Provider to the Customer in accordance with the Agreement, unless otherwise specified by the Customer, must comply in all aspects with:
- (a) the terms of the Agreement, including but not limited to the Specifications;
  - (b) applicable legislative requirements;
  - (c) any applicable Government code, policy or guideline; and
  - (d) any current Australian/New Zealand Standard and where an Australian/New Zealand Standard does not exist, the relevant current International Standard (ISO),
- including any that may be introduced or varied during the Agreement Term, which govern the provision of the Services.

**PART A – CONDITIONS OF AGREEMENT  
(Referencing Part B – Agreement Schedules)**

**8. PROVIDER'S OBLIGATIONS**

- 8.1 The Provider will be responsible for the supply and/or performance of all personnel and/or equipment, necessary for the proper supply of the performance of the Services.
- 8.2 When supplying and performing the Services, the Provider must:
- (a) take all measures to protect people and property;
  - (b) avoid unnecessary interference with the passage of people and vehicles; and
  - (c) prevent nuisance and unreasonable noise and disturbance.
- 8.3 The Provider warrants that:
- (a) it has the necessary skills and expertise to complete the Agreement;
  - (b) it will ensure that the Provider and its officers, employees, agents and sub-contractors (including the Key Personnel) have the necessary skills, the licences, qualifications, certifications, registrations, admissions and memberships required to perform the Services; and
  - (c) it has obtained or effected all authorisations required in connection with the performance of this Agreement and these authorisations will be in full force and effect on every day of this Agreement and the Provider is not in nor will it be in material default of any of the terms and conditions of the required authorisations during the Term.

**9. PERFORMANCE OF SERVICES BY KEY PERSONNEL**

- 9.1 Where the Key Personnel are specified, the Services must be performed by the Key Personnel as specified in Item 9 of Schedule A, unless the Customer has consented otherwise. If the Provider proposes a change to Key Personnel it must submit material about the proposed new Key Personnel to the Customer which is reasonably required by the Customer, including resumes and evidence of qualifications. A person replacing one of the Key Personnel, with the Customer's consent, will be considered to be one of the Key Personnel during the person's engagement to provide the Services.
- 9.2 The Provider must ensure that the Key Personnel are competent and have the necessary skills and expertise to perform the Services on which they will be engaged.
- 9.3 The Provider must not, without consent from the Customer:
- (a) allow Key Personnel to delegate any part of the Services; or
  - (b) allocate tasks not connected with the Services to any of the Key Personnel who are engaged on the Services on a full time basis, until the Services allocated to that person have been completed by that person.
- 9.4 If any of the Key Personnel are not available to perform any of the Services allocated to them, the Provider must immediately:
- (a) notify the Customer of the circumstances; and
  - (b) if so requested by the Customer, arrange for replacement of that person with a person satisfactory to the Customer, at no cost to the Customer.
- 9.5 The Customer may, on reasonable grounds, give Notice to the Provider to remove any Key Personnel from working on the Services. Upon receipt of such Notice under this clause 9.5, the Provider must, at no cost to the Customer, promptly remove and replace the Key Personnel mentioned in the Notice with a person approved by the Customer.

**10. LIST OF SERVICES AND PRICING**

- 10.1 If the Services are provided in accordance with the Agreement, the Customer will:
- (a) upon receipt of a Correctly Rendered Invoice, pay the Provider the Price in accordance with clause 11 and Schedule C - Pricing; and
  - (b) reimburse the Provider for the Approved Expenses, after the Approved Expenses



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have been incurred by the Provider.

- 10.2 The Customer will not be liable to reimburse the Provider for expenses other than the Approved Expenses as specified in Schedule C (if any), unless the Provider has obtained the Customer's consent prior to any expenditure being incurred.
- 10.3 The Price will be payable in the manner and at the times specified in Schedule C and the Provider must submit a Correctly Rendered Invoice for the Price at the times specified in Schedule C.
- 10.4 Where the Provider seeks to increase or decrease the Price for the Services it must take into consideration:
- (a) movements in the relevant published Australian Bureau of Statistics (ABS) Index (e.g. consumer price or producer price index), as it affects the Services, if specified in Schedule C;
  - (b) other factors as it affects the Services, if specified in Schedule C; and/or
  - (c) any variation in any tax, duty or charge as it affects the Services,
- the Provider must give Notice to the Customer in accordance with clause 30 and such Notice must include evidence to substantiate the basis of the Price increase or decrease.
- 10.5 If the Provider's request to increase or decrease the Price for the Services is rejected by the Customer in its absolute discretion, the Agreement will remain unvaried.
- 10.6 The Provider must notify the Customer of price variations under Schedule C which result in a decrease of the Price within 30 days of the variation. If the Provider fails to do so the Provider must pay to the Customer default interest on any part of the Price paid which exceeds the varied price until that part has been refunded to the Customer. The default interest accrues from day to day at the Reserve Bank of Australia 90 day bank accepted bills rate.
- 10.7 If the Approved Expenses are travel expenses, the Customer will not pay any amounts in excess of the amounts specified in Directive No 9/11 "Domestic Travelling and Relieving Expenses" and the "Department of Health Travel and Accommodation Policy" as amended from time to time.
- 10.8 If the Approved Expenses are air travel expenses, the Customer will not pay any amount in excess of the cost of economy class airfares.

**11. PAYMENT**

- 11.1 The Customer is not obliged to pay the Provider the Price for any part of the Services until the:
- (a) Provider has delivered to the Customer any Deliverables;
  - (b) Customer has certified that the Deliverables specified in the Correctly Rendered Invoice have been supplied and/or performed in accordance with the Agreement; and
  - (c) Provider has given the Customer a Correctly Rendered Invoice.
- 11.2 Despite any previous certification in accordance with clause 1.1.1(b) the Provider must promptly supply or supply again, any part of the promptly perform or perform again, any part of the Services, certified by the Customer as not having been supplied and/or performed in accordance with the Agreement. The Customer may, without limiting any other rights it may have, defer payment for that part of the Services until the Customer is satisfied that the Services have been supplied or supplied again and/or performed or performed again, in accordance with the Agreement.
- 11.3 The Provider must submit a Correctly Rendered Invoice to the Customer.
- 11.4 The Correctly Rendered Invoice submitted by the Provider must:
- (a) specify the Services and the name of the Customer's Authorised Officer (if applicable);

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- (b) identify any contract number and specific details pertaining to the Agreement (if applicable);
  - (c) include sufficient details to allow the Customer to assess progress against milestones (if applicable);
  - (d) for Services carried out on a time basis, be supported by records of time spent by individuals involved in the Services and verified by the Provider;
  - (e) itemise Approved Expenses claimed; and
  - (f) identify any discounts given.
- 11.5 Upon receipt of a Correctly Rendered Invoice, the Customer may require the Provider to provide additional information or documentary evidence to enable the Customer to determine whether or not an amount is payable.
- 11.6 A Customer will make payment of a Correctly Rendered Invoice 30 days after the end of the month in which the Correctly Rendered Invoice is received, or if additional information is required by the Customer pursuant to clause 11.4 then 30 days after receipt of the additional information.
- 11.7 Payment of any amount to the Provider will not constitute an admission by the Customer that the Services have been properly provided in accordance with this Agreement.
- 11.8 The Customer may deduct from any moneys due to the Provider any sum which is payable by the Provider to the Customer whether or not the Customer's right to payment arises by way of damages, debt, restitution or otherwise and whether or not the factual basis giving rise to the Customer's right to payment arises out of the Agreement, any other contract, or is independent of any contract.
- 12. GST**
- 12.1 In this clause "adjustment event", "adjustment note", "GST", "supply", "supplier" and "tax invoice" have the same meaning as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("the GST legislation").
- 12.2 The Provider acknowledges that in terms of the GST legislation it will, under this Agreement, be a "supplier" and may be required to pay GST to the Commissioner of Taxation.
- 12.3 The parties agree that the Prices specified under the Agreement are GST exclusive prices.
- 12.4 The Provider must ensure that all tax invoices and adjustment notes rendered to the Customer under the Agreement are in a format that identifies any GST paid, and which permits the Customer to claim an input tax credit.
- 12.5 Subject to clause 12.6 for a supply under this Agreement subject to GST, the Customer must pay to the Provider an amount equal to the GST payable for that supply.
- 12.6 Where a party is required under this Agreement to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled.
- 12.7 The Provider must issue an adjustment note to the Customer on or before seven days after the occurrence of an adjustment event. The Customer request for an adjustment note shall be deemed to have occurred on the date of the adjustment event. The adjustment note must identify the services relevant to the adjustment event. Adjustment notes issued to the Customer must comply with the requirements of the GST legislation. Where an adjustment event occurs, the amount of GST payable under clause 12.5 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.
- 12.8 If the amount of GST recovered from the Customer under this Agreement differs, for any reason, from the amount of GST paid or payable by the Provider to the Commissioner of Taxation, including by reason of:

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- (a) an amendment to the GST legislation;
- (b) the issue of or an alteration in a ruling or advice of the Commissioner of Taxation;
- (c) a refund of GST to the Provider in respect of any supply made under this Agreement;
- (d) a decision of any tribunal or court;

then, subject to obtaining the written approval or instruction from the Customer, the difference in amounts will be paid by or to the Customer as the case may be.

- 12.9 The Customer is authorised to withhold from payments to the Provider, a subcontractor or worker such amounts as are required under the Pay as You Go (PAYG) system.

**13. COMMISSIONS, INCENTIVES AND COLLUSION**

- 13.1 The Provider must not, and must ensure that its officers, employees, agents and/or sub-contractors do not, give or offer anything to the Customer or any officer or employee of the Customer, or to a parent, spouse, child or associate of an officer or employee of the Customer, including any commission, inducement, gift or reward, which could in any way tend or be perceived as attempting to influence the Customer's actions in relation to the Agreement.

- 13.2 If the Customer discovers at any time during the Agreement Term that the Provider has breached clause 13.1, the Customer may, in addition to any other action, elect to suspend the Agreement in accordance with clause 28 or terminate the Agreement in accordance with clause 29.

- 13.3 The Provider will make sure that none of:

- (a) the Provider;
- (b) a related body corporate of the Provider; or
- (c) the Personnel of the Provider or a related body corporate of the Provider,

receives any money, payment or thing of value (including any disclosed or undisclosed commission, rebate, allowance or other benefit) relating in any way to the performance of this Agreement unless approved in writing by the Customer, other than payment of salaries, wages and entitlements in the ordinary course of business by an employer to its employees.

**14. COLLUSION**

- 14.1 The Provider warrants to the Customer that:

- (a) except as is expressly disclosed to the Customer, its Offer was not prepared (and any variations to the Agreement will not be prepared) with any consultation, communication, contract, arrangement or understanding with any competitor (including a contractor under a similar contract with the Customer) regarding:
  - (i) prices;
  - (ii) methods, factors or formulas used to calculate prices;
  - (iii) the intention or decision to submit or not submit an offer (or request a variation) to the Agreement;
  - (iv) the submission of an offer (or a request for variation) that is non conforming with the terms of the Agreement;
  - (v) the quality, quantity, specifications or delivery particulars of services (including the Services) to which the Agreement relates; or
  - (vi) the terms of the Offer (or variation) or a competitor's offer (or variation);
- (b) except with the consent of the Customer:
  - (i) it has not provided any benefit (including money) directly or indirectly to, or entered into any contract, arrangement or understanding to provide any benefit (including money) directly or indirectly, to any competitor (including any

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- contractor under a similar contract with the Customer) relating in any way to the Agreement;
- (ii) it has not received any such benefit directly or indirectly, or entered into any contract, arrangement or understanding to receive any such benefit directly or indirectly from any competitor (including any contractor under a similar Agreement similar contract with the Customer) relating in any way to the Agreement; and
  - (iii) it will not provide or receive any such benefit;
- (c) except as is expressly disclosed to the Customer, it has not consulted, communicated or entered into any contract, arrangement or understanding to provide any benefit (including money), whether directly or indirectly, to a trade, industry or other association (above the published standard fee) relating in any way to the Agreement, nor has it provided, nor will it provide any such benefit;
  - (d) except as is fully disclosed in the Agreement, at the time of entering into the Agreement, the Provider and all corporations and persons associated with the Provider, including directors and senior management, are not and have never been subject to proceedings relating to anti-competitive conduct in Australia or overseas; and
  - (e) the Provider will notify the Customer immediately upon becoming aware that the Provider or any corporation or person associated with the Provider, including a director or member of senior management becomes subject to proceedings relating to anti-competitive conduct in Australia or overseas during the Agreement Term by disclosing, at a minimum:
    - (i) the names of the parties to the proceedings;
    - (ii) the case number;
    - (iii) the general nature of the proceedings; and
    - (iv) the outcome or current status of the proceedings.
- 14.2 The Provider acknowledges that the Customer has entered into the Agreement in reliance of the warranties in clause 14.1.
- 14.3 If the Provider breaches clause 14.1, without limiting its rights under the Agreement, the Customer may:
- (a) deduct from any moneys due to the Provider under the Agreement, an equivalent sum as an amount due from the Provider to the Customer; and
  - (b) at its entire discretion terminate the Agreement in accordance with clause 29.3(b) and claim damages for breach of the Agreement.
- 15. CONFLICT OF INTEREST**
- 15.1 The Provider warrants that, to the best of its knowledge, as at the Commencement Date neither the Provider nor any of its officers, employees, agents and/or sub-contractors (including the Key Personnel) have, or are likely to have, a Conflict of Interest in the performance of the Provider's obligations under the Agreement.
- 15.2 If a Conflict of Interest or risk of Conflict of Interest arises during the Agreement Term (without limitation, including work undertaken by the Provider for any entity other than the Customer), the Provider must immediately give Notice of the Conflict of Interest, or the risk of it, to the Customer.
- 15.3 The Provider must:
- (a) take all reasonable measures to ensure that its officers, employees, agents and sub-contractors (including the Key Personnel) do not engage in any activity or obtain any interest which is in conflict with the Provider's ability to supply and perform the Services for the Customer in good faith and objectively; and

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- (b) immediately give Notice to the Customer of any Conflict of Interest relating to the activities or interests of any of its officers, employees, agents and/or sub-contractors (including the Key Personnel).
- 15.4 Upon receipt of a Notice in accordance with clause 15.2 or 1.1.1(b), or upon the Customer otherwise identifying a Conflict of Interest, the Customer may:
- (a) direct the Provider as to how to manage the Conflict of Interest and the Provider must comply with any reasonable direction so given by the Customer;
- (b) suspend the Agreement in accordance with clause 28; or
- (c) elect to terminate the Agreement in accordance with clause 1.1.1(c).
- 15.5 If clause 1.1.1(a) or 1.1.1(b) applies, the Provider must give Notice to the Customer when the Conflict of Interest or risk of Conflict of Interest is resolved.
- 16. INTELLECTUAL PROPERTY RIGHTS AND MORAL RIGHTS**
- 16.1 Title to, and Intellectual Property Rights in, all New Agreement Material will, upon its creation, vest in the Party specified in Item 15 of Schedule A.
- 16.2 If Item 15 of Schedule A is blank, title to, and Intellectual Property Rights in, New Agreement Material vests in the Customer.
- 16.3 If Item 15 of Schedule A specifies that this clause 16.3 applies, or if clause 16.2 applies, title to, and Intellectual Property Rights in, New Agreement Material will upon its creation vest in the Customer, and:
- (a) the Provider must ensure that during the Agreement Term the New Agreement Material and Records are used, copied, supplied or reproduced only for the purposes of the Agreement; and
- (b) after the expiration or sooner termination of the Agreement (or some earlier date if required by the Customer), the Provider must deliver to the Customer, in a format specified by the Customer, all New Agreement Material and Records.
- 16.4 If Item 15 of Schedule A specifies that this clause 16.4 applies, title to, and Intellectual Property Rights in, New Agreement Material will, upon its creation, vest in the Provider and the Provider grants, and will ensure that relevant third parties grant, to the Customer a paid-up, non-exclusive, non-transferable, irrevocable, perpetual licence (including the right to sub-licence) in respect of the New Agreement Material (and any future development of that New Agreement Material), without additional cost to the Customer to:
- (a) use, exploit and otherwise exercise all Intellectual Property Rights, for any purpose of the Customer, the State of Queensland and/or a Queensland Government Body; and
- (b) use or exploit (whether commercially or otherwise) for any purpose.
- 16.5 The Agreement does not affect Intellectual Property Rights in Existing Agreement Material but the Provider grants, and will ensure that relevant third parties grant, to the Customer a paid up, non-exclusive, non-transferable, irrevocable, perpetual licence (including the right to sub-licence) in respect of the Existing Agreement Material but only as part of the Agreement Material (and any future development of the Agreement Material), without additional cost to the Customer to:
- (a) use, exploit and otherwise exercise all Intellectual Property Rights for any purpose of the Customer, the State of Queensland and/or a Queensland Government Body; and
- (b) use or exploit (whether commercially or otherwise) for any purpose, if clauses 16.2, 16.3 or 1.1.1(b) applies.
- 16.6 Intellectual Property Rights in Records will remain vested in the Customer.
- 16.7 If the Provider is an individual, the individual consents to any act or omission done by the Customer in the exercise of the Intellectual Property Rights in the Agreement Material

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granted under the Agreement that might otherwise constitute an infringement of the individual's Moral Rights and without limiting this, the individual consents to:

- (a) the Customer determining in its entire discretion whether or not the individual will be attributed as author of the Agreement Material comprised in a Deliverable and if the individual will be attributed, that attribution will occur in a manner acceptable to the Customer;
- (b) any amendments, deletion, destruction, alteration, relocation or selection of the Agreement Material (or any part thereof) at the entire discretion of the Customer;
- (c) the publication or communication, in whole or in part of the Agreement Material; and
- (d) any other acts or omissions as specified in Item 16 of Schedule A.

16.8 If the Provider engages an individual, whether an employee, sub-contractor or volunteer, to perform work under the Agreement, the Provider must, prior to allowing that individual to commence work in respect of a Deliverable, obtain from that individual, who is to create New Agreement Material:

- (a) all consents, permissions and assignments necessary to enable the Customer to exercise the Intellectual Property Rights granted under the Agreement in full, without impediment or cost to the Customer; and
- (b) without limiting clause 1.1.1(a), a consent from the individual to any act or omission by the Customer in the exercise of the Intellectual Property Rights in the Agreement Material granted under the Agreement that might otherwise constitute an infringement of the person's Moral Rights, including a consent to the acts or omissions specified in clause 1.1.1(a) to (d).

**17. CONFIDENTIALITY**

17.1 The Provider must ensure that Confidential Information is kept confidential and not disclosed to any person except:

- (a) to its employees, officers and agents to the extent needed for the performance of this Agreement;
- (b) where required by law; or
- (c) with the Customer's consent.

17.2 The Provider must not use Confidential Information for any purpose other than performing the obligations under this Agreement, unless required or authorised by Law. Without limiting the foregoing, the Provider acknowledges that it shall not:

- (a) exploit the Confidential Information of the Customer;
- (b) use the Confidential Information for the Provider's own business purposes without authorisation from the Customer; or
- (c) make copies in any format of the Confidential Information without the express authorisation of Customer or in accordance with this Agreement.

17.3 The Provider must:

- (a) take all steps necessary to protect the Confidential Information from misuse, loss, and unauthorised access, use, modification or disclosure;
- (b) immediately notify the Customer if it becomes aware of any breach of this clause 17, or if a disclosure of Confidential Information is required by law before such disclosure is made;
- (c) on the termination or expiration of this Agreement or earlier if requested by the Customer during the term of this Agreement, deliver or destroy (as directed by the Customer) all documents, records or files in its possession or control which contain Confidential Information in accordance with the Customer's instructions; or
- (d) if requested by the Customer, obtain from its officers, employees, agents and

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contractors a deed of confidentiality in a form acceptable to the Customer.

17.4 For the avoidance of doubt, the Provider warrants that all officers, employees, agents and contractors (including the Key Personnel) involved in performing certain service items will be bound by this clause.

17.5 The Provider acknowledges that:

- (a) the value of the Confidential Information of the Customer is such that any award of damages or account of profits may inadequately compensate the Customer in the event of a breach of this Agreement by the Provider; and
- (b) without in any way compromising the Customer's right to seek damages or any other form of relief, the Customer may seek and obtain an ex parte, interlocutory or final injunction to prohibit or restrain the Provider or the Provider's officers, employees, agents or contractors, from any breach or threatened breach of this Agreement without the necessity of proving that any actual damage has been sustained or is likely to be sustained by the Customer. The Provider must not, and must ensure that its officers, employees, agents and sub-contractors do not, use or disclose any Confidential Information without the Customer's consent, other than in accordance with this clause 17.

**18. PRIVACY AND PERSONAL INFORMATION**

18.1 If the Provider collects or has access to or in any way deals with Personal Information in order to provide the Services, the Provider must:

- (a) Acknowledge that it is bound by the *Information Privacy Act 2009 (Qld)*;
- (b) comply with Parts 2 and 3 of Chapter 2 of the *Information Privacy Act 2009 (Qld)* in relation to the discharge of its obligations under the Agreement, as if the Provider was the Customer;
- (c) ensure that the Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
- (d) not use Personal Information other than for the purposes of the supply of the performance of the Services, unless required or authorised by law;
- (e) not disclose Personal Information without the consent of the Customer, unless required or authorised by law;
- (f) not transfer Personal Information outside of Australia without the consent of the Customer;
- (g) 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 Agreement;
- (h) ensure that its officers and employees do not access, use or disclose Personal Information other than in the performance of their duties under the Agreement;
- (i) ensure that its agents and sub-contractors (including the Key Personnel) who have access to Personal Information comply with obligations the same as those imposed on the Provider under this clause 18;
- (j) fully co-operate with the Customer to enable the Customer to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
- (k) comply with such other privacy and security measures as the Customer reasonably advises the Provider in writing from time to time.

18.2 The Provider must, if specified in Item 18 of Schedule A, or if requested by the Customer during the Agreement Term, obtain from its officers, employees, agent and/or sub-contractors engaged for the purposes of the Agreement, an executed deed of privacy in a form acceptable to the Customer.

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18.3 The Provider must immediately notify the Customer on becoming aware of any breach of clause 18.1.

**19. SECURITY AND ACCESS**

19.1 The Provider must, and must ensure that its officers, employees, agents and/or sub-contractors (including the Key Personnel), when entering upon the Customer's premises, dealing with the Customer's employees or members of the public, or using the Customer's facilities, equipment or resources, comply with all applicable rules, policies, standards, codes of conduct, directions and procedures of the Customer, including those relating to security, workplace health and safety and appropriate use of information and communication technology, in a like manner as if they were employees of the Customer.

19.2 The Provider must give the Customer's Authorised Officer and/or any other person authorised in writing by the Customer reasonable access to premises occupied by the Provider where the Services are being produced and/or undertaken and must permit them to inspect any Agreement Material or other material related to the Services.

19.3 The Key Personnel, Customer's Authorised Officer and/or any other person authorised in writing by the Customer must, when attending at the Provider's premises or facilities, comply with all applicable rules, directions and procedures as notified by the Provider, including those relating to security or workplace health and safety, that are in effect at the premises or facilities.

**20. LIABILITY**

20.1 The liability of a Party to the other Party under the Agreement for loss or damage sustained, will be reduced proportionately to the extent that the loss or damage was caused or contributed to by the other Party's negligence, unlawful act or omission and/or failure to comply with its obligations and responsibilities under and/or in connection with the Agreement or otherwise at law

**21. INDEMNITY**

21.1 To the fullest extent permitted by law, the Provider indemnifies the Customer for all Loss resulting from any Claim related to:

- (a) any act or omission which amounts to a breach of the Provider's obligations under this Agreement; or
- (b) any unlawful act or omission connected with the Provider's actual or attempted performance obligations under this Agreement; or
- (c) any neglect or default connected with the Provider's actual or attempted performance obligations under this Agreement; or
- (d) contravention of any legislative requirement by the Provider, its officers, employees, agents or contractors; or
- (e) any Existing Agreement Material or New Agreement Material that:
  - (i) is used and/or developed by the Provider in connection with the performance of the Services under this Agreement; and
  - (ii) which is an unauthorised infringement of any Intellectual Property belonging to any third party; and
- (f) all costs (including the Customer's internal costs howsoever incurred and solicitor and client legal costs on an indemnity basis) that are reasonably and properly incurred by the Customer because of the Provider's breach of sub-paragraphs (a) - (e).

21.2 The Provider's liability under this clause will be proportionately reduced to the extent that the Customer's officers, employees, agents or contractors contribute to the Loss that is the subject of the Claim.



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**22. INSURANCE**

- 22.1 The Provider warrants that it will hold and maintain for the Agreement Term the following insurances to cover its obligations under the Agreement:
- (a) Workers' Compensation insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003* (Qld);
  - (b) Public Liability insurance for the amount specified in Item 19 of Schedule A;
  - (c) Professional Indemnity insurance if specified in Item 20 of Schedule A for the amount specified in that Schedule in respect of each claim, and which must be maintained by the Provider for a continuous period of seven years, after the latter of the Completion Date or termination of the Agreement, unless otherwise specified in Item 21 of Schedule A; and
  - (d) any other insurances specified in Item 23 of Schedule A.
- 22.2 The insurances must be effected with an insurer that is authorised and licensed to operate in Australia.
- 22.3 The Provider warrants if it is a participating member of a scheme approved under the Professional Standards Act 2004 (Qld) that it will hold and maintain the minimum level of insurance as specified in Item 22 of Schedule A.
- 22.4 The Provider must, if requested by the Customer, promptly provide a certificate of currency for each insurance policy.
- 22.5 The Provider warrants that any exclusions and deductibles that may be applicable to the insurance policies that it holds in accordance with this clause 22, will not impact on the Provider's ability to meet any claim or otherwise prejudice the Customer's rights under the Agreement.
- 22.6 The Provider must immediately advise the Customer if any insurance policy, as required by this clause 22, is materially modified or cancelled.

**23. LICENSING REQUIREMENTS**

- 23.1 The Provider warrants that it will hold and maintain all requisite licenses, permits, permissions and/or authorities necessary for the provision of the Services.
- 23.2 The Provider must, if requested by the Customer, provide evidence of compliance with its obligations under this clause to the satisfaction of the Customer.

**24. INDUSTRIAL RELATIONS**

- 24.1 The Customer will not become involved in industrial disputes between the Provider and the Provider's staff unless required to do so by an industrial authority.
- 24.2 During the periods of industrial disputes of any duration, the Provider will be responsible for continued compliance with its obligations under the Agreement at the Provider's expense.

**25. RESOLUTION OF DISPUTES**

- 25.1 If a dispute or difference arises between the Parties in relation to the Agreement or concerning the performance or non-performance by a Party of its obligations under the Agreement, whether raised during the performance of the Deliverables under the Agreement or after the completion of the Deliverables, a Party may give Notice of the dispute to the other Party. The Parties must, if requested by either Party within ten (10) Business Days of receipt of a Notice of dispute by a Party, refer the dispute to mediation before commencement of any litigation, other than for injunctive relief, in relation to the dispute.
- 25.2 The mediator, the mediator's fees and the mediation rules must be:
- (a) mutually agreed upon by the Parties in writing; or
  - (b) in the absence of agreement, within ten (10) Business Days from receipt of a Notice of a dispute, as determined by the Chairperson of the Queensland Chapter of the Institute of Arbitrators and Mediators Australia.

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- 25.3 The Parties agree to share the costs associated with the mediation in equal shares between them.
- 25.4 Notwithstanding the existence of a dispute, each Party will continue to perform its obligations under the Agreement where practicable, unless otherwise directed by the Customer.
- 26. VARIATION**
- 26.1 Except for the circumstances specified in clauses 26.2 and 26.6, the Agreement may only be varied by written agreement between the Parties after the Party requesting the variation has given the other Party a Notice setting out the proposed variation. The Parties must act reasonably and within a reasonable time period in deciding whether to agree to a variation, as requested by the other Party.
- 26.2 The Customer may vary the terms and conditions of the Agreement by Notice to the Provider, when reasonably required as a result of changes in Government policy.
- 26.3 Where the terms and conditions of the Agreement are varied as a result of clause 26.2, the Provider must promptly submit in writing to the Customer any proposed variation to the Agreement which is required as a result of this amendment. If the Parties are unable to reach agreement in relation to the Provider's proposed variation, the provisions of clause 25 will apply to resolve the dispute.
- 26.4 Any variation proposed by the Provider as a consequence of clause 26.1 or 26.3 must be accompanied by evidence to substantiate such proposed variation.
- 26.5 Despite any other provision of this clause 26, any variation proposed by the Provider which purport to take away or reduce the entitlements of the Customer in accordance with clause 26.3, will be deemed to be rejected by the Customer and the Agreement will remain unvaried.
- 26.6 The Customer may at any time serve a Notice on the Provider requiring the Provider to decrease or omit the supply of any part of the Services.
- 26.7 Following issue of that Notice, the Provider will comply with the Notice and immediately take steps necessary to minimise the loss suffered by it as a result of the Notice.
- 26.8 Where the supply of any part of the Services have been decreased or omitted in accordance with clause 26.6, the Customer will pay the Provider:
- (a) for the Services supplied as varied by the Notice in accordance with clause 26; and
  - (b) any reasonable costs incurred by the Provider which are directly attributable to the reduction in the Services. However, the Customer will not be liable to the Provider for any loss of profits.
- 27. SUSPENSION OF PAYMENT**
- 27.1 The Customer may suspend payments to the Provider without penalty if the Provider refuses, neglects or fails to supply and/or perform any part of the Agreement, until the Services are performed in the manner acceptable to the Customer and in accordance with the Agreement.
- 28. SUSPENSION**
- 28.1 The Customer may at any time by Notice, direct the Provider to:
- (a) suspend work on the supply of all or any part of the Services for a specified period; or
  - (b) recommence work on the supply of all or any part of the suspended Services.
- 28.2 Where the Customer suspends the supply of the Services by Notice in accordance with clause 1.1.1(a):
- (a) the Provider must, following receipt of that Notice, immediately take all steps necessary to minimise the loss suffered by the Provider as a result of the suspension, including taking all reasonable steps to prevent or minimise its liabilities to its

**PART A – CONDITIONS OF AGREEMENT  
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- suppliers, contractors and sub-contractors;
- (b) the Provider and the Customer must negotiate in good faith as to reasonable compensation payable to the Provider for any additional costs that were reasonably and properly incurred by the Provider as a direct result of the suspension but the compensation must not include loss of profit, revenue, goodwill or business opportunities, damage to reputation and any indirect or consequential loss, and, where the suspension is the result of any act or omission of the Provider, the Provider will not be entitled to payment by the Customer of any costs, expenses or any other compensation arising out of such suspension; and
- (c) any previously agreed completion dates for the Services will be postponed by a period equivalent to the duration of the suspension.
- 28.3 Where the Provider commits a breach of the Agreement, the Customer may without limiting any right of action or remedy which has accrued or may accrue in favour of the Customer:
- (a) give Notice to the Provider, by a notice of suspension, that the Agreement is suspended in whole or in part from the date specified in the Notice for a nominated period; and
- (b) provide the Provider with reasonable directions in relation to subsequent performance of the Agreement.
- 28.4 The Provider must immediately comply with any reasonable directions given by the Customer, in accordance with clause 1.1.1(b).
- 28.5 Prior to the period of suspension expiring, the Customer may notify the Provider in writing that the:
- (a) period of suspension will cease to be effective from the date specified in the Notice based on the Customer being satisfied that the issues/concerns which gave rise to the suspension have been resolved, upon which, each Party must resume its performance under the Agreement from that date;
- (b) period of suspension will be extended for a further period of time specified in the Notice; or
- (c) Provider must show cause, pursuant to a Notice issued by the Customer, why the Customer should not terminate the Agreement from the date specified in the Notice.
- 28.6 If the Customer fails to notify the Provider in writing, in accordance with clause 28.5, the period of suspension will expire at the end of the nominated period and each Party must then resume its performance under the Agreement.
- 29. TERMINATION**
- 29.1 Without limiting clause 29.3, where the Provider commits any breach of the Agreement, the Customer may by Notice, require the Provider to show cause by the date specified in the Notice, why the Customer should not terminate the Agreement.
- 29.2 If the Provider fails to show reasonable cause by the date specified in the Notice, then the Customer is entitled, upon Notice to the Provider, to terminate the Agreement.
- 29.3 The Customer may immediately terminate the Agreement by Notice to the Provider if:
- (a) the Provider fails to provide a Performance Guarantee or Financial Security if required under the Special Conditions;
- (b) the Customer is satisfied that the Provider has breached any part of clause 14;
- (c) the Provider gives Notice in accordance with clause 15.2 or 1.1.1(b) or the Customer otherwise identifies a Conflict of Interest;
- (d) the Customer is satisfied that the Provider has breached any part of clause 17 or 18;
- (e) the Provider breaches any part of clause 22 or 23; or
- (f) the Provider:

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- (i) becomes insolvent or bankrupt or being a company goes into liquidation or has instituted against it any action or proceeding which has an object or may result in bankruptcy or liquidation;
  - (ii) has a receiver or a receiver and manager appointed or a mortgage goes into possession of any of its assets or becomes subject to any form of external administration;
  - (iii) enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors;
  - (iv) is wound up, voluntarily or involuntarily; or
- (g) the Provider indicates that it is unable or unwilling to complete the Agreement.
- 29.4 If the Customer terminates the Agreement in accordance with clause 29.2 or 29.3, the termination is without prejudice to any rights of the Customer under the Agreement or at common law, including the right to claim damages for breach of the Agreement.

**30. NOTICES**

- 30.1 Any Notice which may be given to or served on either Party under the Agreement must be sent or delivered to the following respective addresses:
- (a) for the Customer - as specified in Item 25 of Schedule A; or
  - (b) for the Provider - as specified in Item 26 of Schedule A,
- or such other address as a Party may subsequently notify to the other Party in writing in accordance with this clause.
- 30.2 Notwithstanding clause 30.1, if the Provider is a company then the Customer may serve a Notice at any time on the Provider's registered office.
- 30.3 A Notice to be given or served in accordance with clause 28 or 29 must not be sent via email.
- 30.4 A Notice will be deemed to be given:
- (a) if posted – two (2) Business Days after the date of posting;
  - (b) if delivered by hand during a Business Day - on the date of delivery;
  - (c) if faxed - on the date the sender's facsimile machine notes a complete and successful transmission; or
  - (d) if emailed - on the date recorded on the device from which the Party sent the email, unless the sending Party receives an automated message that the email has not been delivered;

except that a delivery by hand, fax or email received after 5:00pm (local time of the receiving Party) will be deemed to be given on the next Business Day.

**31. RIGHT TO INFORMATION AND DISCLOSURE**

- 31.1 The *Right to Information Act 2009* (Qld) (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.
- 31.2 The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.
- 31.3 Information relating to the Agreement is potentially subject to disclosure to third parties.
- 31.4 If disclosure under the RTI Act, and/or general disclosure of information provided by the Provider in connection with the Agreement, would be of concern to the Provider, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, this should be indicated by the Provider at the time of disclosing the information to the Customer. The Customer cannot guarantee that any information provided by the Provider will be protected from disclosure under the RTI Act.

**PART A – CONDITIONS OF AGREEMENT  
(Referencing Part B – Agreement Schedules)**

- 31.5 Despite any other provision of the Agreement, the Customer is entitled to publish on the Department of Housing and Public Works' website: [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au) under 'Supply and disposal/Tenders and contracts' or by any other means, the following details:
- (a) the name and address of the Customer;
  - (b) a description of the Services;
  - (c) Commencement Date or award date;
  - (d) value of the Agreement;
  - (e) name and address of the Provider;
  - (f) procurement method used; and
  - (g) where the total value of the Services is \$10 million or more, the Customer is entitled to publish the following additional information:
    - (i) Invitation details;
    - (ii) Agreement overview; and
    - (iii) reasons for non-disclosure of procurement results (if applicable).

**32. GENERAL PROVISIONS**

**32.1 Relationship of the Parties**

- (a) The relationship of the Parties under the Agreement is one of principal and contractor and the Provider is not by virtue of the Agreement in partnership or joint venture with the Customer and must not represent itself or allow itself to be represented as a partner, joint venturer, officer or employee of the Customer.
- (b) Neither the Provider nor the Key Personnel are entitled to the payment of any Entitlements from the Customer other than the Price.
- (c) The Provider is solely responsible for the Entitlements to, or for the benefit of, the Key Personnel and the Customer will not be liable for any failure of the Provider to do so.

**32.2 No Advertising**

- (a) The Provider must not:
  - (i) publish, or allow to be published, any advertising, relating to the awarding of any Agreement by the Customer, in any advertising medium; and
  - (ii) circulate, or allow to be circulated, any other correspondence for the purpose of promotion in connection with the awarding of the Agreement by the Customer, without the prior written approval of the Customer.

**32.3 Waiver**

- (a) Any failure by a Party at any time to enforce a clause of the Agreement, or any forbearance, delay or indulgence granted by a Party to the other will not constitute a waiver of the Party's rights.
- (b) No provision of the Agreement will be deemed to be waived unless that waiver is in writing and signed by the waiving Party.
- (c) A waiver by a Party of a breach of any part of the Agreement will not be a waiver of any subsequent breach of the same part nor a waiver of a breach of any other part.

**32.4 No Sub-contracting**

- (a) The Provider must not sub-contract the provision of any Services under the Agreement, without the prior consent of the Customer. Any consent given by the Customer to sub-contract:
  - (i) may be conditional;

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- (ii) will not operate as an authority to transfer responsibility to the sub-contractor; and
- (iii) will not relieve the Provider from any of its liabilities or obligations under the Agreement.

**32.5 Governing Law**

- (a) The Agreement is governed by and construed in accordance with the laws of Queensland and the Parties submit to the non-exclusive jurisdiction of the courts of Queensland.

**32.6 Compliance with all Laws**

- (a) The Provider must comply with all relevant laws in performing its obligations under the Agreement.

**32.7 Severability**

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

**32.8 Further Assistance**

- (a) The Provider must do all things reasonably required by the Customer to give effect to the Agreement.

**32.9 No Assignment**

- (a) The Provider must not assign, in whole or in part, its obligations or interest in the Agreement, except with the consent of the Customer.

**32.10 Purchase Orders**

- (a) The Customer may from time to time issue the Provider with a purchase order in relation to this Agreement. The parties acknowledge and agree the terms and conditions set out in any purchase order do not apply in so far as they conflict with this Agreement; or takeaway or reduce the entitlements that would otherwise be provided to the Customer under the Agreement.

**32.11 Disclosure by Customer**

- (a) The Provider acknowledges that the Customer, its officers, employees, agents and sub-contractors may use and disclose any of the information provided by the Provider about the Provider, the Agreement or the Services to Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or the Commonwealth, States or Territories for any purpose in connection with the administration of the Agreement.

**32.12 Former Public Service Employees**

- (a) If the Provider becomes aware that any person who is a former Queensland public service or public sector employee currently within the benefits period of a retirement benefits package is performing the Services, then the Provider must immediately notify the Customer in writing.

**32.13 Counterparts**

- (a) This Agreement may be executed in two or more identical copy counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (b) In the event that any signature executing this Agreement or any part of this Agreement is delivered by facsimile transmission or by scanned e-mail delivery of a ".pdf" format data file or equivalent, such signature shall create a valid and binding

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obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original. For execution under this clause to be valid the entire Agreement upon execution by each individual party must be delivered to the remaining parties.

**32.14 Provision of Services**

- (a) The Provider shall remain responsible for the provision of Services and Deliverables in accordance with the Agreement notwithstanding any review or acceptance of the whole or any part of those Services or Deliverables by the Customer.

**33. CLAUSES TO SURVIVE TERMINATION**

33.1 The following clauses will survive termination or expiration of the Agreement:

- (a) clause 1- Definitions and Interpretation;
- (b) clause 4 - Transferability/Portability of Services;
- (c) clause 10 - List of Services and Pricing;
- (d) clause 16 - Intellectual Property Rights and Moral Rights;
- (e) clause 17 - Confidentiality;
- (f) clause 18 - Privacy and Personal Information;
- (g) clause 20 - Liability;
- (h) clause 21 - Indemnity;
- (i) clause 1.1.1(c) - Insurance;
- (j) clause 31 - Right to Information and Disclosure;
- (k) clause 31.2 - No Advertising;
- (l) clause 32.3 - Waiver;
- (m) clause 32.5 - Governing Law; and
- (n) clause 32.11 - Disclosure by Customer.

**34. FUNDING FROM OTHER SOURCES**

34.1 The Provider must immediately notify the Customer in writing if the Provider obtains funding for the Services covered by this Agreement from any other government source (whether Federal Government, State, or Local)

34.2 Upon receipt of notification under clause 34.1, the Customer may at its discretion offset the amount of that other Government funding against any instalment of the Funds, in order to avoid duplication of funding.

34.3 Where the Provider receives 50% or more of its total funding from the Customer and other Queensland Government agencies, the Provider must not advocate for State or Federal legislative change. The Provider must also not include links on their website to other organisations' websites that advocate for State or Federal legislative change.

**35. FINANCIAL REPORTING**

35.1 The Provider must provide financial reports, including certifications to the Customer as follows:

- (a) Periodic Financial Reports in the form set out in Schedule D and must include certifications as set out in Schedule D:
  - (i) if the Funds are less than \$20,000 per annum at the time of signing this Agreement, by 31 January and 31 July of each year, relating to the respective previous six (6) months; or

**PART A – CONDITIONS OF AGREEMENT  
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- (ii) if the funds exceed \$20,000 per annum, by 30 April, 31 October and 31 January of each year, relating to the respective previous quarter and; unless otherwise stated in Schedule C.
- (b) an Annual Financial Report – by 30 September of each year, relating to the previous financial year. The Annual Financial Report must be completed in the form set out in Schedule E and must include certifications as set out in Schedule E.
- (c) if the Funds exceed \$20,000 per annum, the following documents must be submitted by 30 September of each year, unless otherwise stated by the Customer:
  - (i) full audited report (both full accounts and individual Income and Expenditure reports) which should include an Auditor's independent declaration; and
  - (ii) the full audited financial statements (the balance sheet/ notes to accounts/ specific profit and loss for Customer projects and consolidated profit and loss statements/ depreciation schedule if any fixed assets additions/ statement of financial position and the statement of financial performance).

**36. PERFORMANCE AND STATISTICAL REPORTING**

- 36.1 The Provider must provide Performance Reports, in the form set out in Schedule E and Statistical Reports to the Customer unless otherwise stated in Schedule C, as follows:
- (a) if the Funds are less than \$20,000 per annum at the time of signing this Agreement, no Performance or Statistical Reports are required unless otherwise stated in Schedule C.
  - (b) if the Funds exceed \$20,000 per annum:
    - (i) Performance Reports by 31 July and 31 January of each year, relating to the respective previous six (6) months.
    - (ii) Statistical Reports by 30 April, 31 July, 31 October and 31 January of each year, relating to the respective previous quarter.

**37. REVIEW OF THE SERVICES**

- 37.1 The Provider acknowledges that an independent agency may be appointed by the Customer to review the Services.
- 37.2 The Provider must co-operate fully with the independent agency in respect of the review.
- 37.3 The Provider must implement any quality improvement action plan which may result from a review of the Services.

**38. ASSETS**

- 38.1 Unless specified in Schedules C and D, the Provider cannot purchase Assets valued more than \$5,000.
- 38.2 Where the Provider is funded for the purchase of Assets valued more than \$5,000, as outlined in Schedules C and D, the Provider must record in a register the details of the Assets purchased.
- 38.3 The register shall contain the following information:
  - (a) model, engine or stock number and description;
  - (b) date of purchase and the name of the supplier;
  - (c) purchase/acquisition price;
  - (d) depreciation rate (prime cost or diminishing value) as provided under relevant sections of the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997*;
  - (e) the effective/useful life of the Asset; and
  - (f) written down value/book value or adjustable value.
- 38.4 The Provider must use the Assets for or in connection with the provision of the Services and



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for no other purpose.

- 38.5 The Provider must:
- (a) maintain all Assets in good order and condition (including carrying out or arranging for any maintenance or repairs to keep the Asset in working order);
  - (b) take all reasonable steps to protect Assets against damage or theft; and
  - (c) take out and maintain insurance in relation to all Assets during the term of this Agreement.
- 38.6 The Provider must not sell, lease, mortgage, encumber, dispose of, give away or destroy any Assets without the prior written consent of the Customer.
- 38.7 On the expiration or termination of this Agreement, the Customer requires the Provider to arrange for the return and transfer of all Assets to the Customer (including the signing of any necessary documents) and will otherwise deal with such Assets as directed by the Customer and at the Customer's cost.
- 38.8 Goods purchased on behalf of individuals and families through Funding are not recognised as departmental assets and are therefore not subject to departmental financial policies related to the management of these assets.

**39. ACCESS**

- 39.1 The Provider must allow unrestricted access, including access to any authorised service provider's premises by the Customer's officers and agents to the Provider's land, equipment, buildings, books and records to enable the Customer to:
- (a) identify all sources of Funding made to the Provider in relation to the Services;
  - (b) carry out an audit or inspection in relation to the Services;
  - (c) review the Services being provided by the Subcontractor; or
  - (d) otherwise ascertain whether the terms and conditions of this Agreement are being complied with.
- 39.2 The Provider must, if requested, allow the Customer's officers or agents to attend any meetings of the Management Committee or Board of Directors of the Provider organisation. The Customer will only remain present at any such meetings during discussion of agenda items that relate to the provision of the Services. The Customer will not have any speaking rights at any such meeting and must not interfere with the orderly progress of the meeting.
- 39.3 The Customer will give at least five (5) business days' notice to the Provider before exercising these access rights and will name any persons requested to be available for interview, unless the Customer has reasonable grounds to suspect fraud or mismanagement.
- 39.4 The Customer must co-operate with and provide whatever assistance is necessary to enable the customer to exercise its rights under clauses 39.1 and 39.2 and the Provider must not obstruct or hinder the Customer in any way.
- 39.5 The Provider acknowledges and consents to the customer accessing information about the Provider from any other government source (whether Federal, State or Local Government, or an independent statutory body created under the *Hospital and Health Boards Act 2011 (Qld)*), for the purpose of ensuring that the Provider is complying with the terms and conditions of this Agreement.

**PART A – CONDITIONS OF AGREEMENT  
(Referencing Part B – Agreement Schedules)**

## **SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract will apply as applicable:

### **1. AMENDMENT TO CLAUSE 29**

- 1.1 The following clause 29.1A is inserted before clause 29.1, unless nominated as not applicable in Item 29 of Schedule A:

‘29.1A The Customer may terminate the Agreement, in whole or in part, for convenience by giving 30 days’ Notice or such other reasonable period as determined by the Customer, to the Provider.’

### **2. ADDITIONAL CLAUSE - PERFORMANCE GUARANTEE**

- 2.1 The Provider must, if specified in Item 27 of Schedule A, or if requested by the Customer during the Agreement Term, arrange within ten (10) Business Days from receipt of a Notice, or such other period agreed between the Parties, for a guarantor, approved by the Customer, to execute the Performance Guarantee in a form acceptable to the Customer.
- 2.2 The Performance Guarantee will be held as security for the due and proper performance of all obligations of the Provider under the Agreement.
- 2.3 All charges incurred by the Provider in obtaining, maintaining and releasing the Performance Guarantee in accordance with this clause 2 must be met by the Provider.
- 2.4 A claim by the Customer against the Provider’s Performance Guarantee in relation to the Agreement, will not release the Provider from its obligations in accordance with this clause 2.
- 2.5 The Customer and Provider may agree to release the Performance Guarantee on terms acceptable to the Customer.
- 2.6 Notwithstanding clause 2.5, upon termination of the Agreement in accordance with clause 29, the Customer will release the Performance Guarantee to the Provider where the Provider has fully performed and discharged all of its obligations under the Agreement, other than the obligations as specified in clause 33 which will survive the termination of the Agreement.

### **3. FINANCIAL SECURITY**

- 3.1 The Provider must, if specified in Item 28 of Schedule A, or if requested by the Customer during the Agreement Term, provide within ten (10) Business Days from receipt of a Notice, or such other period agreed between the Parties, a Financial Security in a form acceptable to the Customer.
- 3.2 The Financial Security must be issued by an Australian domiciled bank, insurance company or other financial institution acceptable to the Customer in its entire discretion.
- 3.3 The Financial Security is to be held as security for the due and proper performance of all the obligations of the Provider under the Agreement.
- 3.4 If the Provider fails to properly perform its obligations under the Agreement and the Customer suffers loss or damage arising from, or in connection with, such failure by the Provider, the Customer will be entitled to make a claim upon and to receive payment for any or all such loss or damage (as ascertained and certified by the Customer, but subject to any limitation in clause 20 of the Conditions of Agreement) from the Financial Security. If the Financial Security is not sufficient to meet such payment, the unpaid amount may be recovered from the Provider by the Customer in any appropriate court.
- 3.5 If any claims are made upon the Financial Security at any time, the Provider must within a period not exceeding 30 days of the claim being made, reinstate the Financial Security to the level required by the Customer in accordance with clause 3.1.

**PART A – CONDITIONS OF AGREEMENT**  
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- 3.6 The Provider must not take nor be entitled to take any action or proceeding to obtain an injunction or otherwise prevent the Customer from making a claim upon or receiving a payment from the Financial Security.
- 3.7 The Provider agrees that the Customer, whilst exercising its rights in accordance with this clause, will have no liability to the Provider of any nature (whether in negligence or otherwise) for any loss or damage suffered or incurred by the Provider.
- 3.8 The Customer will release the Financial Security requested in accordance with clause 3.1 to the Provider (or to whom the Provider directs) where:
- (a) the Provider has fully performed and discharged all of its obligations under the Agreement (other than the obligations as specified in clause 33, which will survive the termination of the Agreement); and
  - (b) in the reasonable opinion of the Customer, there is no prospect that money or damages will become owing (whether actually or contingently) by the Provider to the Customer.
- 3.9 All charges incurred by the Provider in obtaining, maintaining and releasing the Financial Security in accordance with this clause 3 must be met by the Provider.
- 3.10 If the moneys payable to the Provider under clause 3.8 are insufficient to discharge the liability of the Provider to pay such sum to the Customer, the Customer may have recourse to any Financial Security provided in accordance with this clause.
- 4. QUALITY ASSURANCE**
- 4.1 Of the following clauses clause 4A will automatically apply unless nominated as not applicable in Item 24 Schedule A, in which case the clauses set out in 4B will apply.
- 4A. Quality Assurance**
- 4A.1 The Provider must have in place a certified quality assurance system based on Australian Standard AS/NZS/ISO 9001:2010 or an equivalent standard approved in writing by the Customer.
- 4A.2 Where the quality assurance system is based on a quality system standard other than Australian Standard AS/NZS/ISO 9001:2010, it is the responsibility of the Provider to prove to the Customer's satisfaction that it is equivalent.
- 4B Quality Assurance**
- 4.2 Where the above clause 38.1 is nominated as not applicable, the following Clause 4B will apply:
- 4B.1 For this Agreement a certified quality assurance system based on Australian Standard AS/NZS/ISO 9001:2010 or an equivalent standard is a highly desirable but not mandatory requirement.
- 4B.2 Where the quality assurance system offered is based on a quality system standard other than Australian Standard AS/NZS/ISO 9001:2010, it is the responsibility of the Provider to prove to the Customer's satisfaction that it is equivalent.
- 5. Special Service Conditions**
- 5.1 Pursuant to Clause 39, Aftercare consents to the Customer and West Moreton Hospital and Health Service (HHS) clinical staff accessing Aftercare premises to support the Services during the Term of the Agreement. The Customer and West Moreton HHS (Mental Health and Specialised Services) will:

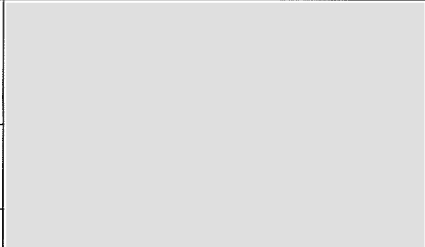

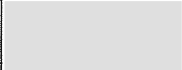
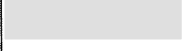
**PART A – CONDITIONS OF AGREEMENT**  
**(Referencing Part B – Agreement Schedules)**

- (a) identify staff member/s and advise Aftercare by Friday 7 February 2014.
  - (b) advise Aftercare of any change/s to staff during the Term of the Agreement
- 5.1 Aftercare, together with the Customer and the West Moreton HHS (Mental Health and Specialised Services) will establish the Governance Committee and Terms of Reference by **Friday 21 February 2014** which will also include representatives from the following:
- (a) Child and Family Therapy Unit, Children’s Health Queensland HHS
  - (b) Mental Health Alcohol and Other Drugs Branch, Department of Health

**AGREEMENT**  
**FOR THE PROVISION OF SERVICES**  
between  
**THE CUSTOMER**  
and  
**THE PROVIDER**

**(Part B – Agreement Schedules)**

## Schedule A

No.	Part A Reference Clause No.	Agreement – Reference Clause	Details	
1.	1.1	Customer	Name:	Children's Health Queensland Hospital and Health Service (CHQ HHS)
			ABN/ACN:	62 254 746 464
			Address:	Level 1, North Tower Royal Children's Hospital Herston QLD 4029
2.	1.1 & 5	Customer's Authorised Officer	Name:	Ms Judi Krause  Dr Stephen Stathis
			Position:	JK: Divisional Director, Child and Youth Mental Health Service (CYMHS), CHQ HHS  SS: Medical Director, CYMHS, CHQ HHS
			Telephone:	
		Facsimile:		
			Email:	
3.	1.1	Provider	Name:	Mater Health Services
			ABN/ACN:	83096708922
			Address:	Raymond Terrace, South Brisbane, Qld, 4101
			Telephone:	
			Facsimile:	
			Email:	
4.	1.1	Provider's Authorised Officer	Name:	Dr Brett McDermott  Ms Erica Lee
			Position:	B McD : Executive Director, Child and Youth Mental Health Service (CYMHS) Mater Health Services  EL: Executive Manager, Child and Youth Mental Health Service
			Telephone:	
			Facsimile:	

			Email:	
5.	1.1 & 3	<b>Commencement Date</b>	1 <sup>st</sup> August 2014	
6.	1.1 & 3	<b>Completion Date</b>	30 November 2014	
7.	1.1	<b>Delivery Date/Period</b>	The contract period will be for the period from the Commencement Date until Completion Date.	
8.	1.1 & 3	<b>Term</b>	Term:	Commencement Date until Completion Date.
			Optional Extension Period:	
9.	1.1 & 9	<b>Performance of Key Personnel</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
		Are Key Personnel associated with the Agreement?	Name:	
			Qualifications:	
10.	1.1	<b>Site</b>	Mater Campus - Inpatient Unit, Mater Children's Hospital, Day Program, Potter Building	
11.	6 & 7	<b>Provision of the Services</b>	The Provider agrees to provide the services in a professional and competent manner, and in accordance with the Conditions of this Agreement and attached Schedules.	
12.		<i>Deliberately blank</i>	<i>Deliberately blank</i>	
13.	6.6	<b>Provision of the Services – Key Performance Indicators (KPIs) or performance standards</b>	<p>KPIs for the Partnership</p> <ul style="list-style-type: none"> <li>• Participation on Statewide Assessment Panel for referral into subacute beds.</li> <li>• Timeliness of risk and issue resolution – maximum of 4 weeks to resolution.</li> <li>• Number of referrals received and number of referrals accepted</li> <li>• Delivery of monthly activity reporting/quarterly KPI performance reporting.</li> </ul> <p>KPIs for Statewide Subacute Beds:</p> <ul style="list-style-type: none"> <li>• Comprehensive family assessment completed within four weeks of admission</li> <li>• ALOS within timeframes outline in Schedule D: Statewide Subacute Beds Model of Service Delivery</li> <li>• End of episode discharge summary recorded within 48 hours</li> <li>• Rate of 1-7 day post discharge community contact is 100%</li> <li>• 28 day mental health readmission rate below 10%</li> </ul>	
14.	6.5	<b>Provision of the Services - Assistance to be provided by the Customer</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> As per Schedule D: Draft Statewide Subacute Beds Model of Service Delivery	
15.	1.1 & 16	<b>Intellectual Property Rights in New Agreement Material</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
		Clause 16.3 applies:		
16.	1.1 & 16	<b>Moral Rights</b>	Not Applicable	

17.	17	<b>Confidentiality</b>  Is the Service Provider required to obtain from its officers, employees, agents and sub-contractors an executed deed of confidentiality?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>										
18.	1.1 & 18	<b>Privacy &amp; Personal Information</b>  Is the Provider required to obtain from its officers, employees and sub-contractors an executed deed of privacy?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>										
19.	22.1(b)	<b>Insurance – Public Liability</b>  Is Public Liability insurance required?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  If "YES" then please specify the following: <table border="1"> <tr> <td>Sum Insured:</td> <td>\$20 000 000</td> </tr> <tr> <td>Policy No.:</td> <td>Q30841131</td> </tr> <tr> <td>Insurance Provider:</td> <td>Marketform Ltd &amp; Vero Insurance Ltd</td> </tr> <tr> <td>Named Insured:</td> <td>Mater Misericordiae Health Services Brisbane Limited</td> </tr> <tr> <td>Expiry Date of Policy:</td> <td>30th September, 2014</td> </tr> </table>	Sum Insured:	\$20 000 000	Policy No.:	Q30841131	Insurance Provider:	Marketform Ltd & Vero Insurance Ltd	Named Insured:	Mater Misericordiae Health Services Brisbane Limited	Expiry Date of Policy:	30th September, 2014
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Named Insured:	Mater Misericordiae Health Services Brisbane Limited												
Expiry Date of Policy:	30th September, 2014												
20.	22.1(c)	<b>Insurance - Professional indemnity</b>  Is Professional Indemnity Insurance required?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  If "YES" then please specify the following: <table border="1"> <tr> <td>Sum Insured:</td> <td>\$20 000 000 any one claim and \$60 000 000 in the aggregate</td> </tr> <tr> <td>Policy No.:</td> <td>Q30841131</td> </tr> <tr> <td>Insurance Provider:</td> <td>Marketform Ltd &amp; Vero Insurance Ltd</td> </tr> <tr> <td>Named Insured:</td> <td>Mater Misericordiae Health Services Brisbane Limited</td> </tr> <tr> <td>Expiry Date of Policy:</td> <td>30th September, 2014</td> </tr> </table>	Sum Insured:	\$20 000 000 any one claim and \$60 000 000 in the aggregate	Policy No.:	Q30841131	Insurance Provider:	Marketform Ltd & Vero Insurance Ltd	Named Insured:	Mater Misericordiae Health Services Brisbane Limited	Expiry Date of Policy:	30th September, 2014
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Insurance Provider:	Marketform Ltd & Vero Insurance Ltd												
Named Insured:	Mater Misericordiae Health Services Brisbane Limited												
Expiry Date of Policy:	30th September, 2014												
21.	22.1 (c)	Is the Professional Indemnity insurance to be maintained for an alternative period? (i.e. other than seven years after the latter of an Agreement Completion Date or termination of a contract)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>  Alternative Period:										
22.	22.3	Is the Service Provider a member of a scheme approved under the <i>Professional Standards Act 2004</i> (Qld)?  <i>(If "YES" please specify and</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  If Yes, specify the amount of Professional Indemnity Insurance Provided  \$20,000,000 any one claim and \$60,000,000 in the aggregate										



		<i>attach a copy of the applicable scheme).</i>	
23.	22.1(d)	<b>Insurance - Other insurances</b>  Is other insurance required?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
			If "YES" then please specify the following:
			Type of insurance:
			Sum Insured:
			Policy No.:
			Insurance Provider:
			Named Insured:
			Expiry Date of Policy:
24	4 of the Special Conditions	<b>Quality Assurance</b>	Clause 4A of the Special Conditions in Part A will be applicable unless the form field below is marked with an "X" in which case clause 4B of the Special Conditions in Part A will apply:  Not Applicable <input checked="" type="checkbox"/>
			Certificate Number:
			Period:
			Name of Certifying Party:
			Address:
25	1.1 & 30.1(a)	<b>Notices – Customer's address for Notices</b>	Facsimile No:
			Email Address:
			Address: P.O. BOX 1507 Fortitude Valley QLD 4006
26	1.1 & 30.1(b)	<b>Notice - Provider's address for Notices</b>	Facsimile No:
			Email Address:
			Address: Kids In Mind Management Unit Mater Health Services Level 2 Potter Building Annerley Road South Brisbane, Q 4101
27	1.1 & clause 2 of the Special Conditions	<b>Performance Guarantee</b>  Is a Performance Guarantee required under the Agreement?	Date:
			Name of Guarantor:

			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Not required.
28	1.1 & clause 3 of the Special Conditions	<b>Financial Security</b> Is a Financial Security required under the Agreement?	Amount:	
			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
29	Clause 1 of the Special Conditions	<b>Termination via Notice</b> Is termination via notice not applicable?	Not Applicable <input type="checkbox"/>	

## Schedule B – Specification

### 1. Background

- 1.1. The statewide subacute beds form part of an integrated continuum of care for young people requiring extended mental health treatment and rehabilitation in Queensland.
- 1.2. The statewide subacute beds provide medium-term, developmentally-appropriate, hospital-based treatment and rehabilitation services in a safe and structured environment for young people with severe or complex symptoms of mental illness that precludes them from receiving treatment in a less restrictive environment.
- 1.3. A range of individual, group, and family-based assessment, treatment and rehabilitation programs will be offered with the aim to treat mental illness, reduce emotional distress, and promote functioning and wellbeing within the community. This will include recovery-orientated treatment and discharge planning that will assist progression in developmental tasks that may have been arrested secondary to the mental illness, and support the safe transition of the young person to more functional or independent living on discharge.
- 1.4. The target group for this service is young people (13 to 18 years) with a diagnosis of schizophrenia or other psychotic illness, severe mood disorder, or complex trauma with significant deficits in psychosocial functioning. Other diagnostic profiles would include young people presenting with marked social avoidance or severely disorganised behaviour characterised by impaired impulse control, emerging personality vulnerabilities, risk of self harm, or difficulties managing activities of daily living. Many will experience chronic family dysfunction, which serves to exacerbate the severity and persistence of the disorder and associated disabilities.
- 1.5. A key function of the statewide subacute beds is to build upon the existing comprehensive assessment of the young person, utilising the previous treatment history obtained from previous service providers and carers.
- 1.6. A comprehensive family assessment, completed within four weeks of admission, will form part of the treatment plan.
- 1.7. Access to schooling will be provided within the hospital campus.
- 1.8. As a statewide service, a strong emphasis is placed on the development of cross-sector partnerships, working with other key service providers in the community to facilitate joint, assertive management and discharge planning for the young person.

### 2. Purpose

- 2.1. The aim of this Service Agreement is to ensure that the care of subacute consumers, under the operational governance of the Hospital and Health Service, is developed and delivered in partnership with CHQ HHS through reciprocal, appropriate and timely engagement and communication. The shared-care model of service planning and provision needs to be sustainable and ultimately provide a better service for consumers and their families.
- 2.2. This Service Agreement also serves to highlight the responsibility of the Customer and the Provider to establish and adhere to agreed principles.
- 2.3. The Customer will retain statewide governance and funding for this service in accordance with CHQ's statewide remit.
- 2.4. The Provider will maintain operational governance over the delivery of the service within their catchment and the mental health clinicians delivering that service.
- 2.5. The Service Agreement is underpinned by the Clinical Services Capability Framework version 3.1 for Children's Services. The Framework recognises that young people require distinct and tailored health services providing care and treatment that is safe and suited to their age and stage of development. It is clearly recognised that the medical, therapeutic, developmental, social and psychosocial needs of young people requiring health services differ from those of adults.

### 3. Requirements

- 3.1. The Provider must:
  - 3.1.1. Ensure services are delivered in accordance with Schedule D: Statewide Subacute Beds Model of Service Delivery.
  - 3.1.2. Maintain dedicated subacute beds, as defined by this Service Agreement, for the duration of the Service Agreement.
  - 3.1.3. Recruit to positions as identified in Section E: Statewide Subacute Beds – Staffing and Budget.
  - 3.1.4. Allocate an appropriate workspace, equipment, and adequate resources for the subacute beds.
  - 3.1.5. Provide administrative and management support for the subacute beds.
  - 3.1.6. Capture all subacute bed service on CIMHA.

### 4. Qualifications, admissions and memberships

#### Part B – Agreement Schedules

4.1.1. The Provider warrants that it has accreditation that meets industry requirements.

**5. Tasks**

5.1. As per Schedule D: statewide Subacute Inpatient Unit Model of Service Delivery.

**6. Skills transfer**

6.1. The Provider will use its best endeavours to impart skills to and instruct the Customer's employees with whom the Provider has contact in the performance of the Services, with a view to increasing and consolidating the skills base within the Customer.

**7. Meeting requirements**

7.1. The Provider's Authorised Officer must attend service review meetings on an ad hoc basis upon request by CHQ HHS.

**8. Reporting requirements**

8.1. The Provider must provide the following reports to the Customer:

8.1.1. Monthly Activity Reports within 10 working days of month's end

8.1.2. Quarterly KPIs stipulated in Schedule A Item 13

## Schedule C – Pricing

### Item 1 – Description of Prices

Description – Subacute Inpatient Unit	Offer Price, up to the amount of (excl. GST)
Statewide subacute beds operational costs – as per the budget in Schedule E.	\$153,625
<b>Total</b>	<b>\$153,625</b>

### Item 2 - Approved Expenses

As per the budget in Schedule E.
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### Item 3 – Times and Methods for Payment

Description	Detail
Times for submission of Invoices and amounts for milestone payments if applicable.	<p>The Mater is to invoice CHQ HHS in arrears on a monthly basis.</p> <p>All invoices must include sufficient evidence of expenditure to meet audit evidence requirements.</p> <p>The Mater will not invoice CHQ HHS for unfilled positions.</p> <p>Invoices will be forwarded to the Divisional Director, CHQ CYMHS.</p>
Payment methods acceptable to the Service Provider (e.g. cheque, electronic funds transfer, etc).	Electronic funds transfer
Restrictions to apply on the above methods of payment.	N/A

### Item 4 - Price Variations

Nil
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## Schedule D – Draft Statewide Subacute Beds Model of Service

<b>MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS</b>	
<p><b>What does the service intend to achieve?</b> (Key functions – description)</p>	<p>The statewide subacute beds (SSB) form part of a continuum of care for adolescents requiring extended mental health treatment and rehabilitation in Queensland.</p> <p>As a statewide subacute service, the SSB will provide medium-term, intensive, hospital-based treatment and rehabilitation services in a safe, structured environment for young people with severe or complex symptoms of mental illness and associated significant disturbance in behaviour that precludes them receiving treatment in a less restrictive environment.</p> <p>A range of individual, group and family-based assessment, treatment and rehabilitation programs will be offered, aimed to treat mental illness, reduce emotional distress, and promote functioning and wellbeing within the community. This will include recovery-orientated treatment and discharge planning that will support the safe transition to more functional or independent living.</p> <p>The service will meet and exceed National Standards for Mental Health Services and the Equip National Safety Standards.</p>
<p><b>Who the service is for?</b> (Target group)</p>	<p>Diagnostic Profile: Young people aged 13-18 with a diagnosis of schizophrenia or other psychotic illness, severe mood disorder, or complex trauma with significant deficits in psychosocial functioning. Other diagnostic profiles would include adolescents presenting with marked social avoidance or severely disorganised behaviour characterised by impaired impulse control, emerging personality vulnerabilities, risk of self-harm, or difficulties managing activities of daily living. Many will experience chronic family dysfunction, which serves to exacerbate the severity and persistence of the disorder and associated disabilities.</p>
<p><b>What does the service do?</b></p> <p><b>The key functions:</b></p> <ul style="list-style-type: none"> <li>• Build upon existing comprehensive assessment of the adolescent (utilising the thorough treatment history obtained from service providers and carers) to assess the likelihood of therapeutic gains by attending the SSB.</li> <li>• Provide individually tailored evidence-informed treatment interventions to alleviate or treat distressing symptoms and promote recovery.</li> <li>• Provide a range of interventions to assist progression in developmental tasks which may be arrested secondary to the mental illness.</li> <li>• Provide a 3 - 6 month targeted and phased treatment program that will ultimately assist recovery and reintegration back into the community.</li> </ul> <p>Treatment programs will include an extensive range of therapeutic, educational/vocational interventions and comprehensive activities to assist in the development and recovery of the adolescent. The program will follow structured phases incorporating assessment, establishment of therapeutic alliances, development of realistic therapeutic goals, treatment, and assertive discharge planning to facilitate reintegration back to community-based treatment.</p> <p><b>Programs will include:</b></p> <ul style="list-style-type: none"> <li>• Phased treatment programs that are developed in partnership with adolescents and, where appropriate, their parents or carers.</li> <li>• A comprehensive family assessment completed within the first 4 weeks of admission.</li> <li>• Targeted treatment incorporating a range of therapeutic interventions delivered by appropriately trained staff.</li> </ul>	

<b>MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS</b>	
<ul style="list-style-type: none"> <li>• Access to schooling within the hospital campus.</li> <li>• Access to Indigenous and transcultural support services.</li> <li>• 24-hour inpatient care for adolescents in a safe, structured, highly supervised, and supportive environment.</li> <li>• Flexible and targeted programs that can be delivered in a range of contexts including individual, family, group, school, and community.</li> <li>• Assertive discharge planning to integrate the adolescent back into their community of choice, including appropriate local mental health treatment, education or vocational services, and accommodation.</li> </ul>	
<b>Referral /Access</b>	<ul style="list-style-type: none"> <li>• Referral to the SSBs will be through the Statewide Assessment Panel.</li> <li>• On acceptance, the adolescent will be assigned a Case Manager, who will be responsible for organising admission and ongoing liaison with the referring HHS.</li> <li>• Responsibility for the clinical care of the adolescent remains with the referring HHS until the adolescent is admitted to the SSB. It is anticipated that adolescents will also remain actively engaged with local mental health and other support services prior to, and during the course of, their admission into the SSB.</li> <li>• Priorities for admission will be determined on the basis of levels of acuity, the risk of deterioration, the current mix of admitted adolescents, the potential impact on the adolescent and others, length of time on the waiting list, and age at time of referral.</li> <li>• A pre-admission assessment of the adolescent and family (if appropriate) will be incorporated into the referral process. This may be done in person or via videoconference. The pre-admission assessment enables the adolescent and parents/carers to meet staff and negotiate their expectations regarding treatment and discharge planning. It also allows further determination of the potential for therapeutic benefit from the admission, the impact of being with other adolescents, and some assessment of acuity and risk.</li> </ul>
<b>Assessment</b>	<p><b>Mental Health Assessment</b></p> <ul style="list-style-type: none"> <li>• The Case Manager will obtain a detailed assessment of the nature of mental illness, their behavioural manifestations, impact on function and development, and the course of the mental illness. This assessment will begin with the referral and continues throughout the admission.</li> </ul> <p><b>Family/Carer Assessment</b></p> <ul style="list-style-type: none"> <li>• A Family Assessment is considered essential. The Case Manager will obtain a detailed history of family structure and dynamics, or a history of care if the adolescent is in care. This process will begin with the referral and continues throughout the admission.</li> <li>• It is expected that the family will be available to complete a comprehensive family assessment and that parents/carers will be involved in the mental health care of the adolescent as much as possible. A significant effort will be made to support the involvement of parents/ carers. As part of this comprehensive assessment, families will be expected to travel to Brisbane for up to a week. The cost of transport, accommodation, meals, and incidentals will be covered by the referring HHS.</li> <li>• If parent/carers mental health needs are identified, the Case Manager will attempt to meet these needs and, if necessary, refer to an adult mental health service or other appropriate supports.</li> </ul> <p><b>Developmental/Educational</b></p> <ul style="list-style-type: none"> <li>• School-based interventions, to promote learning, educational or vocational goals, and life skills, are a key feature of the assessment process and treatment plan. Access to on-site schooling will be available to all inpatients.</li> </ul>

<b>MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS</b>	
	<ul style="list-style-type: none"> <li>• The Case Manager will obtain a comprehensive understanding of any developmental, cognitive, speech and language, or learning disorders and their impact on the adolescent's mental health and schooling. This process begins with available information on referral and during admission.</li> </ul> <p><b>Physical Health</b></p> <ul style="list-style-type: none"> <li>• Routine physical examination will occur on admission and be monitored throughout admission.</li> <li>• Appropriate investigations will be completed as necessary.</li> <li>• The SSB will have access to local tertiary paediatric consultation services if required.</li> </ul> <p><b>Risk Assessment</b></p> <ul style="list-style-type: none"> <li>• Risk assessments will be conducted on admission. Ongoing risk assessments will occur at a frequency as recommended by the treating team and updated at case review.</li> <li>• Risk assessments will be conducted in accordance with the statewide standardised clinical documentation.</li> </ul> <p><b>Alcohol and other Drugs</b></p> <ul style="list-style-type: none"> <li>• Assessments of alcohol and other drug use will be conducted during the referral process, on admission, and routinely throughout treatment.</li> <li>• There will be capacity for adolescents with substance dependence issues to detoxify on admission although this is not the primary function of admission.</li> </ul> <p><b>Child Safety</b></p> <ul style="list-style-type: none"> <li>• Child safety concerns will be addressed in accordance with legislative mandatory reporting requirements.</li> </ul>
<p><b>Recovery Planning and Clinical Interventions:</b></p> <p>* Service Inclusions</p>	<p>All adolescents will have a designated consultant psychiatrist.</p> <p>A Recovery Plan will be developed in consultation with the adolescent and their family/carers on admission. Adolescents will have access to a range of least restrictive, therapeutic interventions determined by evidence-informed practice, and developmentally appropriate programs to optimise their rehabilitation and recovery. The adolescent's progress against their Recovery Plan is regularly reviewed through collaboration between the treating team, the adolescent, their family/carer, the referrer/s, and other relevant agencies.</p> <p><b>Clinical Interventions will include:</b></p> <p>Behavioural and psychotherapeutic:</p> <ul style="list-style-type: none"> <li>• Individual and group-based interventions will be developed according to the adolescent's treatment needs. This will include a range of therapeutic and supportive verbal and non-verbal modalities and frameworks.</li> </ul> <p>Family Interventions:</p> <ul style="list-style-type: none"> <li>• Supportive family interventions will be integrated into the overall therapeutic approaches to the adolescent, where possible. This will include psycho-education for the parents and carers. Where possible, family therapy will also be integrated into the overall therapeutic approaches to the adolescent during admission and as part of their discharge plan. This may include videoconference family therapy support to local mental health services.</li> </ul> <p>Tasks to Facilitate Adolescent Development and Schooling:</p> <ul style="list-style-type: none"> <li>• The SSB will offer a range of interventions to promote appropriate development in a safe and validating environment.</li> <li>• School-based interventions to promote learning, educational or vocational</li> </ul>



<b>MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS</b>	
	<p>goals, and life skills.</p> <ul style="list-style-type: none"> <li>Individual and group-based interventions to promote aspects of adolescent development, which may include local adventure-based and other recreational activities.</li> </ul> <p>Pharmacological:</p> <ul style="list-style-type: none"> <li>Administration will occur under the direction of a consultant psychiatrist.</li> <li>Regular administration and supervision of psychotropic medications will include monitoring for efficacy and adverse effects of psychotropic medications.</li> <li>Education will be given to the adolescent and parent(s)/carer about medication and potential adverse effects.</li> </ul>
<b>Clinical Intervention:</b> <b>* Service Exclusions</b>	<ul style="list-style-type: none"> <li>Secure forensic beds are not offered as part this service.</li> <li>It is also not anticipated that young people with a primary diagnosis of an eating disorder will be accepted into the SSB.</li> </ul>
<b>Care Co-Manager / Continuity</b>	<ul style="list-style-type: none"> <li>The Case Manager will monitor the adolescent's level of risk, mental state, and function in developmental tasks throughout admission.</li> <li>The Case Manager will act as the primary liaison person for the parent(s)/carer and external agencies on admission and during the discharge process.</li> <li>Depending on their skill set, the Case Manager will provide therapeutic input over the course of admission.</li> </ul>
<b>Discharge/Transition Planning</b>	<ul style="list-style-type: none"> <li>Discharge planning should begin at time of admission, with key stakeholders being actively involved. Discharge planning will address potential significant obstacles, such as accommodation, engagement with other child and youth mental health services, and transition to adult mental health services.</li> <li>Discharge planning will involve multifactorial components that attend to therapeutic needs, developmental tasks, and reintegration into the family if appropriate.</li> <li>The school linked to the SSB will have primary responsibility for school reintegration, and /or vocational options, and the support required during this process.</li> </ul>
<b>Frequency of activity</b>	<ul style="list-style-type: none"> <li>Access to the full multidisciplinary team will be provided weekdays during business hours.</li> <li>Nursing staff will be rostered to cover shifts 24 hours, 7 days a week.</li> <li>An on-call consultant child and adolescent psychiatrist, with Registrar support, will be available 24 hours, 7 days per week.</li> </ul>
<b>Average Length of Stay</b>	90 days with an expected maximum stay of less than 180 days.
<b>Hours of Operation</b>	24 x 7
<b>Unit Size / Facility Features</b>	Gazetted. 2 beds. Seclusion room.
<b>Staffing/Workforce</b>	<ul style="list-style-type: none"> <li>The staffing profile will incorporate the child and adolescent expertise and skills of psychiatry (consultant psychiatrist and psychiatry registrar), mental health nursing, psychology, social work, occupational therapy, speech pathology, and other specialist CYMHS staff. The registrar position will be accredited for basic or advanced training by the Royal Australian and New Zealand College of Psychiatrists.</li> <li>While there is a typical staff establishment, this may be altered according to levels of acuity and the need for specific therapeutic skills.</li> </ul>

<b>MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS</b>	
	<ul style="list-style-type: none"> <li>• Administrative support is essential for the efficient operation of the SSB.</li> <li>• All permanently appointed medical, allied health, and senior nursing staff are (or are working towards becoming) authorised mental health practitioners.</li> <li>• The effectiveness of the SSB is dependent upon an adequate number of appropriately trained clinical and non-clinical staff. The complexity of the mental health needs of children and adolescents suggests the need to provide staff with continuing education and professional development programs, clinical supervision, mentoring, and other appropriate staff support mechanisms.</li> </ul>
<b>Geographic Location</b>	The SSB will be located at the Mater, South Brisbane.
<b>Governance</b>	<ul style="list-style-type: none"> <li>• The SSB will operate under the governance of Children's Health Queensland Hospital and Health Service (CHQ HHS), within a statewide integrated mental health service.</li> <li>• This agreement is to allow Clinical and operational governance to occur through the Executive Director, Mater Child and Youth Mental Health Service.</li> </ul>
<b>Related Services / Other Providers</b>	<p>The SSB will operate in a complex, multi-system environment. Services are integrated and co-ordinated with partnerships and linkages to other agencies and specialist mental health services for adolescents, to ensure continuity of care across the service system and through the adolescent developmental transitions. Mechanisms for joint planning, developing, and co-ordinating services are developed and maintained.</p> <p>The SSB will develop linkages with services, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Strong operational and strategic links to the CYMHS network, including community child and youth mental health services; specialist child and youth mental health services (e.g. forensic services and evolve therapeutic services); and acute child and youth mental health inpatient services;</li> <li>• Adult mental health services;</li> <li>• Alcohol, tobacco and other drug services (ATODS);</li> <li>• Medicare Locals;</li> <li>• headspace services;</li> <li>• Community pharmacies;</li> <li>• Local educational providers/schools, guidance officers, and Ed-LinQ co-ordinators;</li> <li>• Indigenous Mental Health Workers;</li> <li>• Primary health care providers and networks (including those for Aboriginal and Torres Strait Islander health), local GPs and paediatricians;</li> <li>• Private mental health service providers;</li> <li>• Child and family health and developmental services;</li> <li>• Department of Communities, Child Safety and Disability Services;</li> <li>• Youth Justice services;</li> <li>• Government and non-government community-based youth and family counselling and parent support services;</li> <li>• Housing and welfare services; and,</li> <li>• Transcultural and Aboriginal and Torres Strait Islander services.</li> </ul> <p>The SSB will monitor key performance indicators to reflect clinical best practice outcomes.</p>

**MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS**

Consumers and carers will contribute to continued practice improvement through the following mechanisms:

- Participation in collaborative treatment planning
- Feedback tools (e.g. surveys, suggestion boxes)
- Inform workforce development

Consumer and carer involvement will reflect the National Mental Health Standards and the Equip National Safety Standards.

### Schedule E – Statewide Subacute Beds – Staffing and Budget

Program duration of 9 months, with each young person being admitted for a period of 3 months

Calculation: Estimated additional cost of care to Mater as required for BAC-type Inpatients

Items	Classification	2 Patients Admission		
		Hrs p/Wk	FTE	Cost
<b>Salaries &amp; Wages</b>				
Clinical Nurse (Case Co-ordinator)	NO6.4	38	1.00	24,711
Registered Nurse (Program Co-ordinator)	NO5.3	24	0.63	17,772 (8 Hrs p/day x 3 Days p/wk
Occupational Therapist	HP3.5	4	0.11	2,534 including Sat & Sun)
Psychiatrist (SMO Senior Specialist)	MO2.3	2	0.05	4,884
	<b>Total Salaries &amp; Wages</b>		<b>1.79</b>	<b>49,900</b>
<b>Goods &amp; Services</b>				
		<b>Est. P/Wk</b>	<b>Wks</b>	<b>Cost</b>
Recreational Activities (Base: Day Program Actuals)		57	12	684
Travel (Base: Inpatient Services Actuals)		22	12	264
Food (Group/ADL's)		30	12	360
	<b>Total Goods &amp; Services</b>			<b>1,308</b>
<b>Total additional cost per 2 Patients (3 month period)</b>				<b>51,208</b>
<b>Total cost of Program (9 month period)</b>				<b>153,625</b>

The Parties to this Agreement have executed the Agreement on the dates set out below.

EXECUTED AS AN AGREEMENT

EXECUTION BY CUSTOMER:

Signed for and on behalf of the State of Queensland acting through the Children's Health Queensland Hospital and Health Service

by

Sie McVee

(insert name of Customer representative)

(insert name of Customer representative)

this 19th day of September 2014

In the presence of:

Katarina Tomic

(insert name of witness)

[Redacted signature area] (signature of Customer representative)

[Redacted signature area] (signature of Customer representative)

[Redacted signature area] (signature of witness)

EXECUTION BY PROVIDER:

Signed for and on behalf of

(Mater to complete) (ABN: 83 096 708 922)

in accordance with s.127 of the Corporations Act 2001 (Cth)

this 16th day of September 2014

by

Brian Flanagan

(insert name of Director)

Wendy O'Rourke

(insert name of Director/Secretary)

in the presence of

[insert name of witness]

[Redacted signature area] (signature of Director/Secretary)

[Redacted signature area] (signature of witness)

Where an attorney or other agent executes this Contract on behalf of a Contractor, the form of execution must indicate the source of this authority and such authority must be in the form of a Contract and a certified copy thereof provided to the State. Privacy Statement - The Customer collects Personal Information from the Provider for the purpose of administering the Agreement. This Personal Information may be disclosed to Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Agreement, or made publicly available in accordance with the requirements of the Queensland Procurement Policy. Personal information will not otherwise be disclosed to any other third party without consent of the Provider, except where authorised or required by law.



30 September 2013

GPO Box 65, Brisbane QLD 4001  
Level 2  
175 Eagle St, Brisbane QLD 4000  
DX 129 Brisbane

email 

## Certificate of Currency

In our capacity as Insurance Brokers, to Mater Misericordiae Health Services Brisbane Limited, we hereby certify that the undermentioned Insurance Contract is current as at the above date.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below.

<b>Class of Insurance</b>	<b>Combined Medical Liability &amp; General Liability &amp; Professional Errors &amp; Omissions Liability Insurance</b>
<b>Insured</b>	Mater Misericordiae Health Services Brisbane Limited, MMRI Limited, Mater Hospitals Appeals' Limited and their subsidiary companies for their respective rights and interests or their joint and several liabilities.
<b>Insurer</b>	Marketform Ltd & Vero Insurance Ltd
<b>Policy Number</b>	Q30841131 and TBA
<b>Expiry Date</b>	30 <sup>th</sup> September 2014
<b>Covering</b>	<p><b>Medical Liability:</b></p> <p>Legal Liability arising from Personal Injury to any patient of the Insured caused by a negligent act, error or omission committed or allegedly committed by or on behalf of the Insured from the provision of Health Care Services</p> <p><b>General /Product Liability Public Liability:</b></p> <p>Legal Liability for Personal Injury to any third party or loss or damage to the tangible property (which expression includes loss of use of property) of any third party arising as a result of an event or an occurrence happening in connection with the Business.</p> <p><b>Errors &amp; Omissions Liability:</b></p> <p>Legal Liability liable to pay for any Claim for Financial Loss arising out of a negligent act, error or omission (which expression shall include any non deliberate breach of the Terms of the Trade Practices Act 1974 (Commonwealth) and/or any Fair Trading Legislation) committed or allegedly committed by or on behalf of the Insured, in the conduct of the Business</p>
<b>Limit of Liability</b>	\$20,000,000 any one claim and \$60,000,000 in the aggregate

PLEASE NOTE: SUBJECT TO THE FULL TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY WORDING.

Yours faithfully



**Tania Bennett**  
Client Executive



3 October 2013

Corporate Risk Services  
GPO Box 65, BRISBANE QLD 4001  
Level 2, 175 Eagle Street, BRISBANE QLD 4000

### Certificate of Currency


In our capacity as Insurance Brokers to Mater Misericordiae Health Services Brisbane Limited, we hereby certify that the undermentioned Insurance Contract is current.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below.

Class of Insurance	General & Products Liability
Insured	Mater Misericordiae Health Services Brisbane Limited, Mater Medical Research Institute Limited, Mater Redland Private Hospital, Mater Hospitals' Appeals Limited, Corporation of the Trustees of the Order of the Sisters of Mercy in Queensland, Mater Medical Centre Body Corporate, Mater Education Limited, Mater MyLife, HCL Limited, Holy Cross Laundry and others and/or subsidiary companies now existing or hereafter constituted or acquired and social and sports clubs (including their committees and officers from time to time) and the trustees of superannuation funds and/or welfare organisations associated with the named insured, all for their respective rights and interests and liabilities.
Insurer (Lead)	Marketform Ltd and Vero Australia (AWAC)
Policy Number	Q30841131
Expiry Date	30 <sup>th</sup> September 2014
Covering (Summary Only)	Legal Liability to the general public for bodily injury and damage to property arising out of the insured's business activities.
Limit of Liability	\$20,000,000 any one claim
Situation	Anywhere in Australia

PLEASE NOTE: SUBJECT TO THE FULL TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY WORDING.

Yours faithfully

  
Nicole Broadhurst  
Service Executive

<b>MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS</b>	
<p><b>What does the service intend to achieve?</b> (Key functions – description)</p>	<p>The statewide subacute beds (SSB) form part of a continuum of care for adolescents requiring extended mental health treatment and rehabilitation in Queensland.</p> <p>As a statewide subacute service, the SSB will provide medium-term, intensive, hospital-based treatment and rehabilitation services in a safe, structured environment for young people with severe or complex symptoms of mental illness and associated significant disturbance in behaviour that precludes them receiving treatment in a less restrictive environment.</p> <p>A range of individual, group and family-based assessment, treatment and rehabilitation programs will be offered, aimed to treat mental illness, reduce emotional distress, and promote functioning and wellbeing within the community. This will include recovery-orientated treatment and discharge planning that will support the safe transition to more functional or independent living.</p> <p>The service will meet and exceed National Standards for Mental Health Services and the Equip National Safety Standards.</p>
<p><b>Who the service is for?</b> (Target group)</p>	<p>Diagnostic Profile: Young people aged 13-18 with a diagnosis of schizophrenia or other psychotic illness, severe mood disorder, or complex trauma with significant deficits in psychosocial functioning. Other diagnostic profiles would include adolescents presenting with marked social avoidance or severely disorganised behaviour characterised by impaired impulse control, emerging personality vulnerabilities, risk of self harm, or difficulties managing activities of daily living. Many will experience chronic family dysfunction, which serves to exacerbate the severity and persistence of the disorder and associated disabilities.</p>
<p><b>What does the service do?</b></p> <p><b>The key functions:</b></p> <ul style="list-style-type: none"> <li>• Build upon existing comprehensive assessment of the adolescent (utilising the thorough treatment history obtained from service providers and carers) to assess the likelihood of therapeutic gains by attending the SSB.</li> <li>• Provide individually tailored evidence-informed treatment interventions to alleviate or treat distressing symptoms and promote recovery.</li> <li>• Provide a range of interventions to assist progression in developmental tasks which may be arrested secondary to the mental illness.</li> <li>• Provide a 3 - 6 month targeted and phased treatment program that will ultimately assist recovery and reintegration back into the community.</li> </ul> <p>Treatment programs will include an extensive range of therapeutic, educational/vocational interventions and comprehensive activities to assist in the development and recovery of the adolescent. The program will follow structured phases incorporating assessment, establishment of therapeutic alliances, development of realistic therapeutic goals, treatment, and assertive discharge planning to facilitate reintegration back to community-based treatment.</p> <p><b>Programs will include:</b></p> <ul style="list-style-type: none"> <li>• Phased treatment programs that are developed in partnership with adolescents and, where appropriate, their parents or carers.</li> <li>• A comprehensive family assessment completed within the first 4 weeks of admission.</li> </ul>	



<b>MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS</b>	
<ul style="list-style-type: none"> <li>Targeted treatment incorporating a range of therapeutic interventions delivered by appropriately trained staff.</li> <li>Access to schooling within the hospital campus.</li> <li>Access to Indigenous and transcultural support services.</li> <li>24-hour inpatient care for adolescents in a safe, structured, highly supervised, and supportive environment.</li> <li>Flexible and targeted programs that can be delivered in a range of contexts including individual, family, group, school, and community.</li> <li>Assertive discharge planning to integrate the adolescent back into their community of choice, including appropriate local mental health treatment, education or vocational services, and accommodation.</li> </ul>	
<b>Referral /Access</b>	<ul style="list-style-type: none"> <li>Referral to the SSBs will be through the Statewide Assessment Panel.</li> <li>On acceptance, the adolescent will be assigned a Case Manager, who will be responsible for organising admission and ongoing liaison with the referring HHS.</li> <li>Responsibility for the clinical care of the adolescent remains with the referring HHS until the adolescent is admitted to the SSB. It is anticipated that adolescents will also remain actively engaged with local mental health and other support services prior to, and during the course of, their admission into the SSB.</li> <li>Priorities for admission will be determined on the basis of levels of acuity, the risk of deterioration, the current mix of admitted adolescents, the potential impact on the adolescent and others, length of time on the waiting list, and age at time of referral.</li> <li>A pre-admission assessment of the adolescent and family (if appropriate) will be incorporated into the referral process. This may be done in person or via videoconference. The pre-admission assessment enables the adolescent and parents/carers to meet staff and negotiate their expectations regarding treatment and discharge planning. It also allows further determination of the potential for therapeutic benefit from the admission, the impact of being with other adolescents, and some assessment of acuity and risk.</li> </ul>
<b>Assessment</b>	<p><b>Mental Health Assessment</b></p> <ul style="list-style-type: none"> <li>The Case Manager will obtain a detailed assessment of the nature of mental illness, their behavioural manifestations, impact on function and development, and the course of the mental illness. This assessment will begin with the referral and continues throughout the admission.</li> </ul> <p><b>Family/Carer Assessment</b></p> <ul style="list-style-type: none"> <li>A Family Assessment is considered essential. The Case Manager will obtain a detailed history of family structure and dynamics, or a history of care if the adolescent is in care. This process will begin with the referral and continues throughout the admission.</li> <li>It is expected that the family will be available to complete a comprehensive family assessment and that parents/carers will be involved in the mental health care of the adolescent as much as possible. A significant effort will be made to support the involvement of parents/ carers. As part of this comprehensive assessment, families will be expected to travel to Brisbane for up to a week. The organisation and cost of transport, accommodation, meals, and incidentals</li> </ul>

<b>MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS</b>	
	<p>will be covered by the referring HHS.</p> <ul style="list-style-type: none"> <li>If parent/carer mental health needs are identified, the Case Manager will attempt to meet these needs and, if necessary, refer to an adult mental health service or other appropriate supports.</li> </ul> <p><b>Developmental/Educational</b></p> <ul style="list-style-type: none"> <li>School-based interventions, to promote learning, educational or vocational goals, and life skills, are a key feature of the assessment process and treatment plan. Access to on-site schooling will be available to all inpatients.</li> <li>The Case Manager will obtain a comprehensive understanding of any developmental, cognitive, speech and language, or learning disorders and their impact on the adolescent's mental health and schooling. This process begins with available information on referral and during admission.</li> </ul> <p><b>Physical Health</b></p> <ul style="list-style-type: none"> <li>Routine physical examination will occur on admission and be monitored throughout admission.</li> <li>Appropriate investigations will be completed as necessary.</li> <li>The SSB will have access to local tertiary paediatric consultation services if required.</li> </ul> <p><b>Risk Assessment</b></p> <ul style="list-style-type: none"> <li>Risk assessments will be conducted on admission. Ongoing risk assessments will occur at a frequency as recommended by the treating team and updated at case review.</li> <li>Risk assessments will be conducted in accordance with the statewide standardised clinical documentation.</li> </ul> <p><b>Alcohol and other Drugs</b></p> <ul style="list-style-type: none"> <li>Assessments of alcohol and other drug use will be conducted during the referral process, on admission, and routinely throughout treatment.</li> </ul> <p><b>Child Safety</b></p> <ul style="list-style-type: none"> <li>Child safety concerns will be addressed in accordance with legislative mandatory reporting requirements.</li> </ul>
<p><b>Recovery Planning and Clinical Interventions:</b></p> <p>* <b>Service Inclusions</b></p>	<p>All adolescents will have a designated consultant psychiatrist.</p> <p>A Recovery Plan will be developed in consultation with the adolescent and their family/carers on admission. Adolescents will have access to a range of least restrictive, therapeutic interventions determined by evidence-informed practice, and developmentally appropriate programs to optimise their rehabilitation and recovery. The adolescent's progress against their Recovery Plan is regularly reviewed through collaboration between the treating team, the adolescent, their family/carer, the referrer/s, and other relevant agencies.</p> <p><b>Clinical Interventions will include:</b></p> <p>Behavioural and psychotherapeutic:</p> <ul style="list-style-type: none"> <li>Individual and group-based interventions will be developed according to the adolescent's treatment needs. This will include a range of therapeutic and supportive verbal and non-verbal modalities and frameworks.</li> </ul>

<b>MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS</b>	
	<p>Family Interventions:</p> <ul style="list-style-type: none"> <li>Supportive family interventions will be integrated into the overall therapeutic approaches to the adolescent, where possible. This will include psycho-education for the parents and carers. Where possible, family therapy will also be integrated into the overall therapeutic approaches to the adolescent during admission and as part of their discharge plan. This may include videoconference family therapy support to local mental health services.</li> </ul> <p>Tasks to Facilitate Adolescent Development and Schooling:</p> <ul style="list-style-type: none"> <li>The SSB will offer a range of interventions to promote appropriate development in a safe and validating environment.</li> <li>School-based interventions to promote learning, educational or vocational goals, and life skills.</li> <li>Individual and group-based interventions to promote aspects of adolescent development, which may include local adventure-based and other recreational activities.</li> </ul> <p>Pharmacological:</p> <ul style="list-style-type: none"> <li>Administration will occur under the direction of a consultant psychiatrist.</li> <li>Regular administration and supervision of psychotropic medications will include monitoring for efficacy and adverse effects of psychotropic medications.</li> <li>Education will be given to the adolescent and parent(s)/carer about medication and potential adverse effects.</li> </ul>
<b>Clinical Intervention: * Service Exclusions</b>	<ul style="list-style-type: none"> <li>Secure forensic beds are not offered as part this service.</li> <li>It is also not anticipated that young people with a primary diagnosis of an eating disorder will be accepted into the SSB.</li> </ul>
<b>Care Co-Manager / Continuity</b>	<ul style="list-style-type: none"> <li>The Case Manager will monitor the adolescent's level of risk, mental state, and function in developmental tasks throughout admission.</li> <li>The Case Manager will act as the primary liaison person for the parent(s)/carer and external agencies on admission and during the discharge process.</li> <li>Depending on their skill set, the Case Manager will provide therapeutic input over the course of admission.</li> </ul>
<b>Discharge/Transition Planning</b>	<ul style="list-style-type: none"> <li>Discharge planning should begin at time of admission, with key stakeholders being actively involved. Discharge planning will address potential significant obstacles, such as accommodation, engagement with other child and youth mental health services, and transition to adult mental health services.</li> <li>Discharge planning will involve multifactorial components that attend to therapeutic needs, developmental tasks, and reintegration into the family if appropriate.</li> <li>The school linked to the SSB will have primary responsibility for school reintegration, and /or vocational options, and the support required during this process.</li> </ul>
<b>Frequency of activity</b>	<ul style="list-style-type: none"> <li>Access to the full multidisciplinary team will be provided weekdays during business hours.</li> </ul>

<b>MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS</b>	
	<ul style="list-style-type: none"> <li>Nursing staff will be rostered to cover shifts 24 hours, 7 days a week.</li> <li>An on-call consultant child and adolescent psychiatrist, with Registrar support, will be available 24 hours, 7 days per week.</li> </ul>
<b>Average Length of Stay</b>	90 days with an expected maximum stay of less than 180 days.
<b>Hours of Operation</b>	24 x 7
<b>Unit Size / Facility Features</b>	Gazetted. 2 to 4 beds. Seclusion room.
<b>Staffing/Workforce</b>	<ul style="list-style-type: none"> <li>The staffing profile will incorporate the child and adolescent expertise and skills of psychiatry (consultant psychiatrist and psychiatry registrar), mental health nursing, psychology, social work, occupational therapy, speech pathology, and other specialist CYMHS staff. The registrar position will be accredited for basic or advanced training by the Royal Australian and New Zealand College of Psychiatrists.</li> <li>While there is a typical staff establishment, this may be altered according to levels of acuity and the need for specific therapeutic skills.</li> <li>Administrative support is essential for the efficient operation of the SSB.</li> <li>All permanently appointed medical, allied health, and senior nursing staff are (or are working towards becoming) authorised mental health practitioners.</li> <li>The effectiveness of the SSB is dependent upon an adequate number of appropriately trained clinical and non-clinical staff. The complexity of the mental health needs of children and adolescents suggests the need to provide staff with continuing education and professional development programs, clinical supervision, mentoring, and other appropriate staff support mechanisms. The SSB will undertake recruitment and retention strategies, such as providing clinical placements for students, encouraging rotation of staff from other areas of the integrated mental health service through the unit, and supporting education and research opportunities.</li> </ul>
<b>Geographic Location</b>	The SSB will be located on a hospital campus in Children's Health Queensland catchment (Brisbane).
<b>Funding</b>	<p>Recommended Clinical Staff per 4 beds:</p> <ul style="list-style-type: none"> <li>Psychiatrist: 0.2 FTE</li> <li>Registrar: 0.4 FTE</li> <li>Total Nursing: 5.1 FTE</li> <li>Psychologist: 0.2 FTE</li> <li>Social Work: 0.2 FTE</li> <li>Occupational Therapist: 0.2 FTE</li> <li>Speech Therapist: 0.2 FTE</li> <li>Recreational Officer: 2.2 FTE</li> <li>Administration Officer: 0.2 FTE</li> </ul>
<b>Governance</b>	<ul style="list-style-type: none"> <li>The SSB will operate under the governance of Children's Health Queensland Hospital and Health Service (CHQ HHS), within a statewide integrated mental health service.</li> </ul>

<b>MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS</b>	
	<ul style="list-style-type: none"> <li>• Clinical and operational governance will occur through the SSB Clinical Director reporting directly to the Divisional Director, CYMHS CHQ HHS.</li> <li>• Interim line management arrangements may be required.</li> </ul>
<b>Related Services / Other Providers</b>	<p>The SSB will operate in a complex, multi-system environment. Services are integrated and co-ordinated with partnerships and linkages to other agencies and specialist mental health services for adolescents, to ensure continuity of care across the service system and through the adolescent developmental transitions. Mechanisms for joint planning, developing, and co-ordinating services are developed and maintained.</p> <p>The SSB will develop linkages with services, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Strong operational and strategic links to the CYMHS network, including community child and youth mental health services; specialist child and youth mental health services (e.g. forensic services and evolve therapeutic services); and acute child and youth mental health inpatient services;</li> <li>• Adult mental health services;</li> <li>• Alcohol, tobacco and other drug services (ATODS);</li> <li>• Medicare Locals;</li> <li>• headspace services;</li> <li>• Community pharmacies;</li> <li>• Local educational providers/schools, guidance officers, and Ed-LinQ co-ordinators;</li> <li>• Indigenous Mental Health Workers;</li> <li>• Primary health care providers and networks (including those for Aboriginal and Torres Strait Islander health), local GPs and paediatricians;</li> <li>• Private mental health service providers;</li> <li>• Child and family health and developmental services;</li> <li>• Department of Communities, Child Safety and Disability Services;</li> <li>• Youth Justice services;</li> <li>• Government and non-government community-based youth and family counselling and parent support services;</li> <li>• Housing and welfare services; and,</li> <li>• Transcultural and Aboriginal and Torres Strait Islander services.</li> </ul> <p>The SSB will:</p> <ul style="list-style-type: none"> <li>• Provide education and training to health professionals within CYMHS on the provision of comprehensive mental health care to adolescents with severe and complex disorders requiring extended treatment and rehabilitation;</li> <li>• Develop the capacity to benchmark with other similar subacute adolescent inpatient units;</li> <li>• Develop and monitor key performance indicators to reflect clinical best practice outcomes; and,</li> <li>• Drive research and publish on effective interventions for young people with severe and complex mental health disorders, who require extended treatment</li> </ul>

**MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS**

and rehabilitation inpatient treatment.

Educational resources are essential to adolescent extended treatment and rehabilitation services. Access to on-campus schooling (including suitably qualified educators) will be offered as an integral part of the SSB. All educational services will need to be evaluated and provided by the Department of Education, Training and Employment (DETE).

Consumers and carers will contribute to continued practice improvement through the following mechanisms:

- Participation in collaborative treatment planning
- Feedback tools (e.g. surveys, suggestion boxes)
- Inform workforce development

Consumer and carer involvement will reflect the National Mental Health Standards and the Equip National Safety Standards.

DRAFT

**Melissa Gasser**

---

**From:** Low, Tina [REDACTED]  
**Sent:** Tuesday, 16 September 2014 2:42 PM  
**To:** Ingrid Adamson  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Great Ingrid. Apologies again for the delay in progressing this.

Kind regards,

**Tina Low**

**Executive Support Officer to Chief Executive Officer**

**Mater Health Services**

Level 2, Aubigny Place || Raymond Terrace || South Brisbane Qld 4101

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---

**From:** Ingrid Adamson [REDACTED]  
**Sent:** Tuesday, 16 September 2014 2:42 PM  
**To:** Low, Tina  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Hi Tina – I just wanted to let you know that I have received the signed agreement.

Thank you,  
Ingrid

---

**From:** Ingrid Adamson  
**Sent:** Tuesday, 16 September 2014 12:50 PM  
**To:** 'Low, Tina'  
**Cc:** Stephen Stathis  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Wonderful - thank you for letting me know.

Regards,  
Ingrid

---

**From:** Low, Tina [REDACTED]  
**Sent:** Tuesday, 16 September 2014 12:38 PM  
**To:** Ingrid Adamson  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Good afternoon Ingrid

I am couriering across the agreements this afternoon.

Kind regards,

**Tina Low**  
**Executive Support Officer to Chief Executive Officer**  
**Mater Health Services**


Level 2, Aubigny Place || Raymond Terrace || South Brisbane Qld 4101



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---

**From:** Ingrid Adamson   
**Sent:** Friday, 12 September 2014 9:20 AM  
**To:** Low, Tina  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Thanks so much Tina – appreciate the update and look forward to receiving the agreements soon.

Warm regards  
Ingrid

**From:** Low, Tina   
**Sent:** Friday, 12 September 2014 9:19 AM  
**To:** Ingrid Adamson  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Good morning Ingrid

I apologise for the delay in responding; frankly I didn't want to until I knew exactly where this was at. Finally (today) I have the completed Part B in my hand for signature by two of our Directors on Tuesday. I, therefore, hope to be able to courier them to you Tuesday afternoon/Wednesday morning.

I apologise for what seems a ridiculous delay in getting these through.

Kind regards,

**Tina Low**  
**Executive Support Officer to Chief Executive Officer**  
**Mater Health Services**

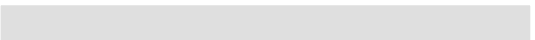
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**From:** Ingrid Adamson   
**Sent:** Wednesday, 10 September 2014 10:26 AM  
**To:** Low, Tina  
**Cc:** Stephen Stathis  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B  
**Importance:** High



Good Morning Tina,

Are you able to provide an update on where the service agreement is currently at? We are conscious that we have [REDACTED] accessing the service without an agreement in place so we are keen to finalise this as quickly as possible.

Thanks and regards,  
Ingrid

**Ingrid Adamson**

Project Manager, Adolescent Mental Health Extended Treatment Initiative (AMHETI)  
Child and Youth Mental Health Service | Division of Child and Youth Mental Health  
Children's Health Queensland Hospital and Health Service | Queensland Government  
Citilink Business Centre  
Building 2, Foyer 4, Level 2, 153 Campbell Street, Bowen Hills QLD 4006  
PO Box 1507, Fortitude Valley QLD 4006

[REDACTED] | [www.health.qld.gov.au/childrenshealth](http://www.health.qld.gov.au/childrenshealth)




---

**From:** Low, Tina [REDACTED]  
**Sent:** Wednesday, 20 August 2014 12:44 PM  
**To:** Ingrid Adamson  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Good afternoon Ingrid

I apologise for the continuing delay in getting this document signed and back to you. The information I received on 11/08/12 was:

*Also I can provide you with an update in relation to the Mater Subacute Bed Service Agreement – we have made some changes, and will now be seeking Justin's advice.*

Justin Sharp is currently in the office so I will try to ascertain the progress.

Kind regards,

**Tina Low**

**Executive Support Officer to Chief Executive Officer  
Mater Health Services**

Level 2, Aubigny Place || Raymond Terrace || South Brisbane Qld 4101

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**From:** Ingrid Adamson [REDACTED]  
**Sent:** Wednesday, 20 August 2014 12:05 PM  
**To:** Low, Tina  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B  
**Importance:** High

Good afternoon Tina,

I am wondering if you have had a chance to review my earlier email below, and able to advise if the service agreement for the Subacute Inpatient Beds has been signed?

We are very keen to have this finalised as soon as possible.

Thank you,  
Ingrid

**Ingrid Adamson**

Project Manager, Adolescent Mental Health Extended Treatment Initiative (AMHETI)  
Child and Youth Mental Health Service | Division of Child and Youth Mental Health  
Children's Health Queensland Hospital and Health Service | Queensland Government  
Citilink Business Centre  
Building 2, Foyer 4, Level 2, 153 Campbell Street, Bowen Hills QLD 4006  
PO Box 1507, Fortitude Valley QLD 4006

[REDACTED] [www.health.qld.gov.au/childrenshealth](http://www.health.qld.gov.au/childrenshealth)



---

**From:** Ingrid Adamson  
**Sent:** Tuesday, 29 July 2014 4:45 PM  
**To:** 'Low, Tina'  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Good Afternoon Tina,

I am must following up on our email exchange below. We still have not received a signed service agreement from the Mater so I wanted to check that it hasn't gone missing in the post, or if there was additional information required in order to progress it.

Would you know where this is at?

Thanks and warm regards  
Ingrid

**From:** Low, Tina [redacted]  
**Sent:** Thursday, 10 July 2014 2:16 PM  
**To:** Ingrid Adamson  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Thanks Ingrid; we should be able to progress it our end now.

Kind regards,

**Tina Low**  
**Executive Support Officer to Chief Executive Officer**  
**Mater Health Services**  
 Level 2, Aubigny Place || Raymond Terrace || South Brisbane Qld 4101

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**From:** Ingrid Adamson [redacted]  
**Sent:** Thursday, 10 July 2014 2:12 PM  
**To:** Low, Tina  
**Subject:** Mater Subacute Bed Service Agreement - Part B

Hi Tina and thank you for your call just now.

Please find a soft copy of Part B attached for your editing.

Thanks again and warm regards,  
Ingrid

**Ingrid Adamson**  
 Project Manager, AMHETI  
 Office of Strategy Management  
 Children's Health Queensland Hospital and Health Service | Queensland Government  
 Level 1, Foundation Building, Royal Children's Hospital  
 Herston QLD 4029

| [www.health.qldgov.au/childrenshealth](http://www.health.qldgov.au/childrenshealth)



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**Melissa Gasser**

---

**Subject:** Teleconf w Dr Peter Steer Re: Mater Interim Subacute Beds**Location:** Dr STEer to call Sean on [REDACTED]**Start:** Tue 28/01/2014 5:00 PM**End:** Tue 28/01/2014 5:30 PM**Recurrence:** (none)**Meeting Status:** Accepted**Organizer:** Peter Steer**Required Attendees:** [REDACTED]**Categories:** Urgent Attention

As discussed previously the matter of 2 beds being provided at the Mater for the interim subacute adolescent inpatients.

If there is a problem with this booking, please do not hesitate to contact Di Feige on [REDACTED]  
[REDACTED]

Kind regards

Di

For

**Melissa Gasser**

---

**From:** Ingrid Adamson  
**Sent:** Wednesday, 22 July 2015 11:27 AM  
**To:** Stephen Stathis  
**Subject:** Mater Subacute Beds

Hi Stephen – the chronological order of events for the subacute beds.

- On 28<sup>th</sup> January 2014, CHQ representatives (Dr Peter Steer, Dr Stephen Stathis, Ingrid Adamson) had a teleconference with Dr Brett McDermott, Mater, and regarding provision of subacute beds – Dr McDermott gave verbal confirmation of service provision and indicated that the Mater would provide a budget for this.
- Mater submitted a budget, preparation commenced on 19<sup>th</sup> Feb, and final version received by CHQ in early April 2014.
- CHQ sent service agreement for Mater's signing on 15<sup>th</sup> April 2014. Mater eventually signed on 16<sup>th</sup> September 2014, despite monthly follow ups for the agreement.
- Only [REDACTED] utilised the subacute beds in the latter half of 2014; however, [REDACTED] did not require any additional wrap around resources, so the Mater never invoiced for service provision, under the Agreement.

Regards  
Ingrid

**Ingrid Adamson**  
Project Manager

Child and Youth Mental Health Service (CYMHS)  
Children's Health Queensland Hospital and Health Service (CHQ HHS) | Queensland Government

Level 10, 199 Grey Street, South Brisbane QLD 4101  
PO Box 5492, West End QLD 4101

E: [REDACTED]  
W: [www.childrens.health.qld.gov.au](http://www.childrens.health.qld.gov.au)



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**Melissa Gasser**

---

**From:** Leanne Geppert  
**Sent:** Tuesday, 1 April 2014 5:23 PM  
**To:** Ingrid Adamson  
**Subject:** FW: BAC Consumer Update

Hi Ingrid, this is the endorsement to utilise as appropriate the consumer update info I sent to you earlier, thanks L

**Dr Leanne Geppert**

**A/Director of Strategy**

**Mental Health & Specialised Services**

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**West Moreton Hospital and Health Service**

The Park - Centre for Mental Health

Administration Building, Cnr Ellerton Drive and Wolston Park Rd, Wacol, QLD 4076

Locked Bag 500, Sumner Park BC, QLD 4074

[www.health.qld.gov.au](http://www.health.qld.gov.au)

---

**From:** Sharon Kelly  
**Sent:** Tuesday, 1 April 2014 4:55 PM  
**To:** Leanne Geppert  
**Subject:** RE: BAC Consumer Update

Leanne,

I confirm that this reflects the current state of all the adolescents that were in our care when it was taken at a particular point in time early March and happy for this to be the basis as requested below

Regards  
Sharon

**Sharon Kelly**  
**Executive Director**

Mental Health and Specialised Services  
West Moreton Hospital and Health Service

[REDACTED]

---

**From:** Leanne Geppert  
**Sent:** Tuesday, 1 April 2014 4:49 PM  
**To:** Sharon Kelly  
**Subject:** FW: BAC Consumer Update

Hi Sharon

Are you happy for us to endorse high level and de-identified statements around BAC consumers 'doing well' based on this summary from anne Brennan? We can use it as evidence when responding to A Earls corro, and for other corro as required. Just wanted to check if you had any concerns about this. L

**Dr Leanne Geppert**  
**A/Director of Strategy**  
**Mental Health & Specialised Services**

---

**West Moreton Hospital and Health Service**

[REDACTED]

The Park - Centre for Mental Health  
Administration Building, Cnr Ellerton Drive and Wolston Park Rd, Wacol, QLD 4076  
Locked Bag 500, Sumner Park BC, QLD 4074  
[www.health.qld.gov.au](http://www.health.qld.gov.au)

---

**From:** Anne Brennan  
**Sent:** Monday, 3 March 2014 4:51 PM  
**To:** Leanne Geppert  
**Cc:** Bernice Holland  
**Subject:** RE: BAC Consumer Update

Corrected for [REDACTED] attached

---

**From:** Leanne Geppert  
**Sent:** Monday, 3 March 2014 4:48 PM  
**To:** Anne Brennan  
**Subject:** RE: BAC Consumer Update

WOW

[REDACTED]

Thanks for this, LG

**Dr Leanne Geppert**  
**A / Director of Strategy**  
West Moreton Hospital and Health Service

---

**From:** Anne Brennan  
**Sent:** Monday, 3 March 2014 4:43 PM  
**To:** Leanne Geppert  
**Cc:** Bernice Holland  
**Subject:** RE: BAC Consumer Update

Summary attached. Call if you have any queries.



Anne

---

**From:** Leanne Geppert  
**Sent:** Monday, 3 March 2014 4:05 PM  
**To:** Anne Brennan  
**Subject:** RE: BAC Consumer Update

Don't worry re cimha

**Dr Leanne Geppert**  
A / Director of Strategy  
West Moreton Hospital and Health Service

---

**From:** Anne Brennan  
**Sent:** Monday, 3 March 2014 3:18 PM  
**To:** Leanne Geppert  
**Subject:** RE: BAC Consumer Update

Would you like it under their UR number etc? And will I ask Berni to file it wherever we keep waitlist info, or do you want it on CIMHA? I thought CIMHA would be a problem as we are not their service provider  
Anne

---

**From:** Leanne Geppert  
**Sent:** Monday, 3 March 2014 3:13 PM  
**To:** Anne Brennan  
**Subject:** RE: BAC Consumer Update

Hi Anne  
Would it be ok to get a written update for our records before you finish? Thanks, L

---

**From:** Anne Brennan  
**Sent:** Monday, 3 March 2014 2:36 PM  
**To:** Leanne Geppert  
**Subject:** BAC Consumer Update

Hi  
I have checked on all ex BAC consumers (from 2013/14).  
Do you want a written update on each or is it adequate that you know that all are doing well or are well engaged with current service providers?  
Anne

**Melissa Gasser**

---

**From:** Ingrid Adamson  
**Sent:** Tuesday, 15 April 2014 3:45 PM  
**To:** Erica Lee [REDACTED]  
**Cc:** Stephen Stathis; Judi Krause  
**Subject:** Interim Adolescent Subacute Beds  
**Attachments:** Subacute Beds Part B - Agreement Schedules v0.2.doc; Part A - Conditions of Agreement.pdf; Stateside Assessment Panel Protocol v0.2.doc; Statewide Assessment Panel\_Consumer Summary Report.doc; CHQ Consent Form\_Consumer.pdf; CHQ Consent Form\_Parent\_Guardian.pdf; CHQ Consumer Intake Form.pdf; Statewide Assessment Panel Agenda Template.doc; Statewide Assessment Panel Minutes Template.doc

**Importance:** High

Dear Brett and Erica,

Please see attached documents in relation to the establishment of the Interim Adolescent Subacute Beds. We would greatly appreciate your input into these documents prior to forwarding them to John O'Donnell for signing. The first two documents pertain to the Service Agreement proposed between CHQ and the Mater. The remaining documents outline the decision making process for admission/referral to the subacute beds.

We would be very grateful if you could forward your feedback to me by close of business **Thursday 17<sup>th</sup> April**. Our apologies for the tight timeframes.

If you have any questions please feel free to email or phone Stephen on [REDACTED]

Thanks and warm regards,  
Ingrid

**Ingrid Adamson**

Project Manager  
Office of Strategy Management  
Children's Health Queensland Hospital and Health Service | Queensland Government  
Level 1, Foundation Building, Royal Children's Hospital  
Herston QLD 4029

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Queensland Government

Children's Health Services  
Child & Youth Mental Health Service

Consumer Consent  
to Obtain / Release Information

(Affix patient identification label here)

URN:

Family Name:

Given Names:

Address:

Date of Birth:

Sex:  M  F  I

Completion of this form is required when providing / obtaining information to / from services outside Queensland Health.

I (print name) .....

of (address) .....

give permission for (specify name of CYMHS): .....

to provide or obtain the following information relevant to my assessment or treatment:

Current Admission History only     End of Episode / Discharge Summary

Recovery Plan                                     All relevant information

Other (specify): .....

From / to:

Name	Address	Phone / fax

This consent is valid until (specify date):...../...../.....

Please identify any person / agencies you do not wish us to obtain / release information to / from:

.....  
.....  
.....  
.....  
.....

Signature:..... Print name:..... Date:...../...../.....

Witness:..... Print name:..... Date:...../...../.....

All Queensland Health employees work under the provisions of the *Health Services Act 1991 Section 63* which provides the legal basis for release of information.

Please be aware that in matters of Child Protection and in some matters relating to the rights of parents as guardians, CYMHS cannot legally deny access to all information.

Queensland Health is subject to following the instructions of courts and obey any legal directions of a court. CYMHS will, however, only disclose relevant information when legally appropriate. At all other times, the direction on this form will be adhered to.

DO NOT WRITE IN THIS BINDING MARGIN

CONSUMER CONSENT TO OBTAIN / RELEASE INFORMATION

v3.00 - 07/2012



00007:651124



**Children's Health  
Queensland**  
Child & Youth Mental Health Service

(Affix patient identification label here)

URN:  
Family Name:  
Given Names:  
Address:  
Date of Birth: Sex:  M  F  I

**Parent / Legal Guardian Consent  
to Obtain / Release Information**

**Completion of this form is required when providing / obtaining information to / from services outside Queensland Health.**

I (print name):

parent / guardian of:

Date of birth: / /

of (address):

give permission for (specify name of CYMHS):

to provide or obtain the following information relevant to my child's assessment or treatment:

- Attendance history only       End of Episode / Discharge Summary
- Recovery Plan                       All relevant information
- Other (specify): .....

**From / to:**

Name	Address	Phone / Fax

This consent is valid until (specify date): ..... / ..... / .....

Please identify any person / agencies you do not wish us to obtain / release information to / from:

.....

.....

**Signature:**

**Witness signature:**

Print name:

Print name:

Date: / /

Date: / /

All Queensland Health employees work under the provisions of the Health Services Act 1991 Section 63 which provides the legal basis for release of information.

Please be aware that in matters of Child Protection and in some matters relating to the rights of parents as guardians, CYMHS cannot legally deny access to all information.

Queensland Health is subject to following the instructions of courts and obey any legal directions of a court. CYMHS will, however, only disclose relevant information when legally appropriate. At all other times, the direction on this form will be adhered to.

DO NOT WRITE IN THIS BINDING MARGIN

PARENT / LEGAL GUARDIAN CONSENT TO OBTAIN / RELEASE INFORMATION

v1.00 - 09/2012



00007:651126

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**Queensland  
Government**

**Mental Health Services  
Consumer Intake**

(Affix identification label here)

URN:

Family name:

Given name(s):

Address:

Date of birth:

Sex:  M  F  I

Facility: .....

<b>Date:</b>	<b>Time:</b>
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**Mental Health Act (MHA) status:**

<input type="checkbox"/> None	<input type="checkbox"/> Involuntary Assessment	<input type="checkbox"/> Involuntary Treatment Order
<input type="checkbox"/> Request and Recommendation (R&R)	<input type="checkbox"/> Emergency Examination Order (EEO)	<input type="checkbox"/> Forensic Order
<input type="checkbox"/> Special Notification Forensic Patient	<input type="checkbox"/> Classified	<input type="checkbox"/> Forensic Order (disability)
<input type="checkbox"/> Justice Examination Order (JEO)		

Provide conditions of order if appropriate:

**Referral medium**

In person  Phone  Letter  Fax  Email  CIMHA  Other (specify): .....

Receiving staff name: \_\_\_\_\_ Team: \_\_\_\_\_

**Referral source and details**

Name (please print): \_\_\_\_\_ Referral source type: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Note ward details if the consumer is an inpatient - other HSD or consultation liaison teams:

**Reason for referral / presenting problems** - describe precipitating events in chronological order, why is person presenting now?  
 Include:   
 • Current medications / duration;      • Neurovegetative disturbance;      • Collateral if available; and  
 • Stressors;      • Social supports;      • The consumer's expectation of the MHS.

**Relevant history** (include consumer and family psychiatric and medical history and recent treatment history; current family situation and supports):

**Practical issues** (include functioning and situation issues [e.g. housing, finances, pending charges] and consumer and carer expectations regarding these issues):

**Substance use** (note if consumer is linked into, or wishes to see a drug and alcohol service):

Does the consumer currently drink alcohol or use any other drugs (note drug quantity and frequency)?  Yes  No

Is the person a polydrug user?  Yes  No

Has anyone ever complained about consumer's substance use?  Yes  No

Has the consumer ever seen anyone for assistance with substance use?  Yes  No

Does the consumer consider they have a substance use problem?  Yes  No

**Note any gambling issues:**

Clinician's name (please print):	Designation:	Signature:	Team:	Date:	Time:
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DO NOT WRITE IN THIS BINDING MARGIN

MHS - CONSUMER INTAKE

v2.00 - 03/2012



SW022

 <p><b>Queensland Government</b></p> <p style="text-align: center;"><b>Mental Health Services Consumer Intake</b></p>	<p style="text-align: right;">(Affix identification label here)</p> <p>URN:</p> <p>Family name:</p> <p>Given name(s):</p> <p>Address:</p> <p>Date of birth: <span style="float: right;">Sex: <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> I</span></p>
---	--

**Mental state** (include sufficient information for clinical decision making, including awareness and acceptance of follow up and any relevant cultural issues, general appearance and behaviour, speech, mood and affect, perception, thought form / flow, thought content, judgement, insight, cognitive assessment):

**Alerts and current risks** (including drug reaction / medical / allergy / Aboriginal or Torres Strait Islander origin / CALD, capacity):

Yes (specify below)  No

Risks	Low	Medium	High	Unknown	Comments regarding risk (include strengths / protective factors)
Suicide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other self harm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Aggression	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vulnerability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Absconding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dependent children / others?	<input type="checkbox"/> Yes		<input type="checkbox"/> No		<input type="checkbox"/>

**Need for a Mental Health Service (MHS) and MHS response:**

1. No need

2. Need for service other than MHS (specify): .....  
Return care to:  GP  Other(s)

3. Need for service from MHS (complete **plan** below)

**Plan** (include outcome of screen, recommended actions to manage risk, actions taken and interventions proposed):

<b>Response category:</b>	<input type="checkbox"/> Extreme	<input type="checkbox"/> High	<input type="checkbox"/> Medium	<input type="checkbox"/> Low	<input type="checkbox"/> Non-urgent	<input type="checkbox"/> N/A
<b>Time frame for assessment:</b>	Immediate	2 hours	12 hours	48 hours	2 weeks	

Is the consumer aware of the referral ?  Yes  No

**Information about consumer need and service response to be provided to** (provide details below):

Consumer  Carer  Referrer  GP  Other service provider (specify: .....)

Information provided by (staff name): \_\_\_\_\_ Date: \_\_\_\_\_

Information will be delivered:

In person  Phone  Letter  Fax  Email  CIMHA  Other (specify: .....)

**Additional forms, notes or information**

Additional forms, notes or information attached?  Yes (specify below)  No

Clinician's name (please print):	Designation:	Signature:	Team:	Date:	Time:
----------------------------------	--------------	------------	-------	-------	-------

DO NOT WRITE IN THIS BINDING MARGIN

**CHQ 004/2014 – Adolescent Residential  
Rehabilitation Unit**

**AGREEMENT  
FOR THE PROVISION OF  
SERVICES**

**Between**

**THE CUSTOMER**

**and**

**THE PROVIDER**

**(Part A- Conditions of  
Agreement)**

**PART A – CONDITIONS OF AGREEMENT  
(Referencing Part B – Agreement Schedules)**

**THIS AGREEMENT** is made:

BETWEEN: The entity specified in Item 1 of Schedule A

('Customer')

AND: The entity specified in Item 3 of Schedule A

('Provider')

**BACKGROUND**

- A. The Customer requires the Services.
- B. The Provider has agreed to supply Services to the Customer on the terms of this Agreement.

**CONDITIONS OF AGREEMENT**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In these Conditions of Agreement, unless the context otherwise requires, the following definitions will apply:

**Agreement** means a legally binding contract as agreed between the Customer and Provider constituted by the documents specified in clause 2;

**Agreement Material** means New Agreement Material and Existing Agreement Material;

**Agreement Term** means the term of this Agreement, as set out in clause 3;

**Annual Financial Report** means an Annual Financial Report as required by clause 35.1(b);

**Approved Expenses** means the Provider's expenses (if any) which have been agreed between the Customer and Provider, and approved by the Customer prior to any expenditure being incurred, as specified in Item 2 Schedule D;

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

**Auditor or Accountant** means

(a) for a Provider that is Local Government – the Local Government's accounting officer or chief executive officer as the case may be; or

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

**Business Day** means between 9.00am and 5.00pm on a day other than a Saturday, Sunday or public holiday at the Customer's address;



**PART A – CONDITIONS OF AGREEMENT  
(Referencing Part B – Agreement Schedules)**

**Claim** includes (and is not limited to) any claim (whether ascertained or unascertained), action, demand, application, proceeding, judgement, enforcement hearing or enforcement order;

**Clients** means clients of the type described in the schedules;

**Commencement Date** means:

- (a) the date specified in Item 5 of Schedule A; or
- (b) if no date is specified, the date of execution of the Agreement, and if the Agreement is executed by the Parties on different dates, the date the last Party to the Agreement has executed the Agreement.

**Completion Date** means the date specified in Item 6 of Schedule A or otherwise agreed in writing between the Parties, and includes an extension of that date in accordance clause 3.2;

**Conditions of Agreement** means these terms and conditions of Agreement and the attached Schedules;

**Confidential Information** means information of, or supplied by, the Customer that:

- (a) is by its nature confidential;
- (b) is designated as confidential;
- (c) the Provider knows or ought to know is confidential; and includes information;
- (d) comprised in or relating to any Intellectual Property Rights of the Customer;
- (e) concerning the internal management and structure, personnel, processes and policies, commercial operations, financial arrangements or affairs of the Customer;
- (f) that is of actual or potential commercial value to the Customer; and
- (g) relating to the clients or suppliers of the Customer;

but does not include information that:

- (h) was already in the possession of the Provider and not subject to an obligation of confidentiality
- (i) is lawfully received from a third party or independently developed by the Provider; or
- (j) is public knowledge other than through a breach of an obligation of confidentiality;

**Conflict of Interest** means having an interest (whether personal, financial or otherwise) which conflicts or may reasonably be perceived as conflicting with the ability of the Provider to perform its obligations under the Agreement fairly and objectively;

**Correctly Rendered Invoice** means an invoice:

- (a) in which the amount claimed is due for payment in accordance with the Agreement;
- (b) in which the amount claimed is correctly calculated in accordance with the Agreement;
- (c) which correctly identifies the Services supplied;
- (d) which, if GST applies is a valid tax invoice under the GST Legislation; and
- (e) which complies with clause 11.4.

**Customer** means the State of Queensland or other entity specified in Item 1 of Schedule A;

**Customers Authorised Officer** means the person specified in Item 2 of Schedule A, who is the Customers representative and point of contact for the Agreement;

**Deliverable** means the Services and any other thing the Provider is required to deliver to the Customer in connection with the Services;

**PART A – CONDITIONS OF AGREEMENT  
(Referencing Part B – Agreement Schedules)**

**Delivery Date** means the date specified in Item 7 of Schedule A in which the Services will be performed by the Provider;

**Delivery Period** means the period specified in Item 7 of Schedule A in which the Services will be performed by the Provider;

**Department of Health** means the State of Queensland acting through Queensland Health;

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

**Document** includes:

- (a) any paper or other material on which there is writing;
- (b) any paper or other material on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them;
- (c) any article or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device; or
- (d) a document in electronic form;

**Entitlements** include any wages, salary, overtime, allowances, superannuation, leave accruals or any other payment to which the Key Personnel is entitled in respect of the performance of the Services as a result of their relationship with the Provider;

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

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

**Financial Security** means the unconditional financial security in a form set out in the 'Supplementary Provisions - Conditions of Offer and Conditions of Contract' document – 'Financial Security' which is available from the Department of Housing and Public Works' website: [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au) under 'Supply and disposal/Government procurement' or other form of unconditional financial security in a form acceptable to the Customer, as specified in Item 28 of Schedule A;

**GST** means a goods and services tax imposed by or through the GST Legislation;

**GST Amount** means the amount of GST payable in respect of any taxable supply under the Agreement, calculated at the rate of GST applicable at the time;

**GST Legislation** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related tax imposition law (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such laws;

**Hospital and Health Service** means a Hospital and Health Service established under s 17 of the *Hospital and Health Boards Act 2011* (Qld).

**Intellectual Property Rights** means all registered and unregistered rights in Australia and throughout the world for:

- (a) copyright;
- (b) trade or service marks;
- (c) designs;
- (d) patents;
- (e) semiconductors or circuit layouts;
- (f) source codes and object codes;
- (g) trade, business or company names;

**PART A – CONDITIONS OF AGREEMENT  
(Referencing Part B – Agreement Schedules)**

- (h) indications of source or appellations of origin;
  - (i) trade secrets;
  - (j) know-how and confidential information;
  - (k) the rights to registration of any of the above; and
  - (l) the right to bring action for infringement of any of the above,
- but excludes Moral Rights;

**Key Personnel** means the representatives of the Provider specified in Item 9 of Schedule A;

**Loss** includes (and is not limited to) any loss, liability, tax, prohibition, penalty, fine or expense, including by way of negligence;

**Machinery of Government Change** means a transfer of responsibility, function or operations, in whole or in part, from a Queensland Government department or agency or Queensland Government Body to another Queensland Government department or agency or Queensland Government Body;

**Mater Public** means the Mater Misericordiae Health Services Brisbane Ltd ACN 096 708 922 acting under arrangements under the *Mater Public Health Services Act 2008* (Qld);

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

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

**New Agreement Material** means any Intellectual Property Rights in materials which come into existence through the performance of the Services under this Agreement;

**Non-Government Organisation or NGO** means a body (including a private school), other than a Queensland Government department, agency or Queensland Government Body, which is:

- (a) directly or indirectly, partially or entirely funded by the State of Queensland;
- (b) a community based, non-profit making organisation performing community services; and/or
- (c) another entity, from time to time approved by the State of Queensland acting through the Department of Housing and Public Works - Queensland Government Chief Procurement Office to procure Services in accordance with the Agreement;

**Notice** means a notice in writing under or in connection with the Agreement from one Party to the other Party; notice

**Occurrence** means either a single occurrence, or a series of occurrences, which arise out of or in connection with the same circumstances;

**Optional Extension Period** means a period, or periods, specified as such in Item 8 Schedule A

**Party** means each of the Customer and the Provider;

**Performance and Statistical Reports** means performance and statistical reports as required by Clause 36;

**Performance Guarantee** means the performance guarantee, in a form set out in the 'Supplementary Provisions - Conditions of Offer and Conditions of Contract' document – 'Performance Guarantee' which is available from the Department of Housing and Public Works' website: [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au) under 'Supply and disposal/Government procurement'

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or other form of performance guarantee in a form acceptable to the Customer, as specified in Item 27 of Schedule A;

**Periodic Financial Report** means a periodic financial report as required by clause 35;

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

**Price and Pricing** means the itemised prices and/or the price calculated by reference to a schedule of rates payable by the Customer for a Deliverable, as specified in Schedule D and (unless otherwise specified in Schedule C) is exclusive of GST and inclusive of packaging, handling, freight, and all other duties, taxes and charges;

**Provider** means the entity specified in Item 3 of Schedule A;

**Provider's Authorised Officer** means the person nominated in Item 4 of Schedule A, being the person nominated by the Provider to oversee and supervise the performance of the Provider's obligations under this Agreement (or other person nominated from time to time by the Provider);

**Queensland Government Body** means any of:

- (a) a body corporate or an unincorporated body established or constituted for a public purpose by the State of Queensland legislation, or an instrument made under that legislation (including a local authority);
- (b) a body established by the State of Queensland through the Governor or a Minister; or
- (c) an incorporated company over which the State of Queensland exercises control;

**Queensland Public Health System (QPHS)** means any of:

- (a) Department of Health (DoH); or
- (b) any division, branch or unit of any Hospital and Health Service and Mater Public;

**Records** means all material including but not limited to books, documents, information, computer software, equipment, and data stored by any means disclosed, or made available, by the Customer to the Provider in connection with the performance of the Agreement and includes a copy of such material;

**Schedule** means the schedules which are Part B of the Agreement;

**Services** means the services described in Part B – Agreement Schedules and any tasks connected with performing those services, and include the individual service items requested by the Customer under the Agreement throughout the Agreement Term.

**Services Type** means the NMDS classified Services Group of seven (7) categories also known as **Service Groups**: accommodation support; community support; community access; respite; employment; advocacy; information and alternative forms of communication.

**Site** means the place or places as specified in Item 10 of Schedule A where the Services are to be supplied and/or delivered;

**Special Conditions** means the additional terms and conditions nominated as applicable in this Part A forming part of this Agreement;

**Specifications** means the detailed description of the Customer's requirements in Part B – Agreement Schedules; and

**Term** refer to definition of Agreement Term.

1.2 Interpretation

- (a) In these Conditions of Agreement, the index and clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation

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of these Conditions of Agreement.

- (b) The following rules apply in interpreting these Conditions of Agreement, unless the context otherwise requires:
- (i) words importing a gender include the other gender;
  - (ii) words in the singular include the plural and vice versa;
  - (iii) all dollar amounts refer to Australian currency;
  - (iv) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
  - (v) a reference to an entity or person includes an individual, corporation, partnership or other legal entity;
  - (vi) a party includes its executors, administrators, liquidators, successors and permitted assigns;
  - (vii) “consent” means prior written consent;
  - (viii) “in writing” means either by letter, email or facsimile;
  - (ix) a reference to a clause, attachment or annexure is a reference to a clause, attachment or annexure to these Conditions of Agreement;
  - (x) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next Business Day in that place, unless the Parties agree otherwise;
  - (xi) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;
  - (xii) a reference to a clause is a reference to all of its sub-clauses;
  - (xiii) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated; and
  - (xiv) a Schedule forms part of the document to which it is attached.

**2. FORMATION OF AGREEMENT**

- 2.1 The following Documents constitute the entire Agreement between the Customer and Provider:
- (a) These Part A Conditions of Agreement, including the Special Conditions;
  - (b) the Schedules to this Agreement at Part B; and
  - (c) any annexures or attachments, referred to in these Part A – Agreement Conditions or Part B – Agreement Schedules.
- 2.2 Subject to clause 2.3, in the event of any conflict between the Documents specified in clause 2.1, the order of precedence to resolve the conflict will be in the above order.
- 2.3 Any Special Conditions which purport to take away or reduce the entitlements that would otherwise be provided to the Customer under clause 31 are null and void.
- 2.4 The Agreement supersedes all prior representations, agreements, statements and understandings between the Customer and Provider, whether oral or in writing relating to the subject matter of the Agreement

**3. AGREEMENT TERM**

- 3.1 Subject to clauses 3.2 and 3.3, this Agreement will commence on the Commencement Date and, unless terminated sooner pursuant to clause 29, will continue until the Completion Date.

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- 3.2 The Customer may, at its entire discretion, extend the Agreement Term for the Optional Extension Period by Notice to the Provider given at least one month prior to the Completion Date. If the Agreement Term is extended by the Optional Extension Period then the Completion Date will change to the date at the end of the Optional Extension Period and the reference to the right which has been exercised for the Optional Extension Period will be deleted.
- 3.3 If the Deliverables have not yet been provided to the Customer by the Completion Date, in the entire discretion of the Customer, the Customer may:
- (a) extend the Term; or
  - (b) terminate the Agreement pursuant to clause 29.
- 3.4 An extension of the Term pursuant to clause 1.1.1(a) will not:
- (a) constitute a waiver by the Customer of any other rights it may have under this Agreement or at common law in relation to the Provider's failure to perform the Services by the Completion Date; or
  - (b) entitle the Provider to recover any payment for any services other than those services which the Provider was contracted to provide by the Completion Date.
- 4. TRANSFERABILITY / PORTABILITY OF SERVICES**
- 4.1 Notwithstanding any provision of the Agreement, the Customer is entitled, by giving a Notice to the Provider, to freely transfer its rights and responsibilities, including the use of and title to any Services under the Agreement, either in whole or in part, to a Queensland Government department or agency that is part of the same legal entity as the Customer.
- 4.2 Notwithstanding any provision of the Agreement, the Customer is entitled, by giving a Notice to the Provider, to freely transfer its rights and responsibilities under the Agreement, either in whole or in part, to a Queensland Government department or agency or Queensland Government Body that is not part of the same legal entity as the Customer, but only as a consequence of a Machinery of Government Change.
- 4.3 If clause 4.2 applies the Provider must execute a deed of novation in a form acceptable to the Customer, and return it to the Customer within five (5) Business Days from receipt of a Notice from the Customer advising of the transfer and requiring the Provider to execute the deed of novation.
- 4.4 If the Services are transferred in accordance with clause 4.1 or 4.2, the Provider:
- (a) must immediately notify the Customer of any reduction in costs, including but not limited to volume discounts, which may occur; and
  - (b) must notify the Customer of any proposed additional fees for any additional costs directly incurred as a result of the provision of additional overall Services.
- 4.5 The Provider agrees to negotiate with the Customer in good faith to vary or consolidate the Agreement to:
- (a) adjust the Price as a result of the notification of the matters raised in clause 4.4; and/or
  - (b) comply with any specific requirements of the Customer to which its rights and responsibilities, including the use and title to any Services are, or will be, freely transferred in accordance with clause 4.1 or 4.2.
- 5. ROLE OF THE CUSTOMER'S AUTHORISED OFFICER**
- 5.1 The Customer's Authorised Officer will be the primary liaison and contact officer between the Customer and the Provider and is authorised to give notices and consents under this Agreement on the Customer's behalf.
- 5.2 The Provider's Authorised Officer is the primary liaison and contact officer between the Provider and the Customer and is authorised to give notices and consents under this Agreement on the Provider's behalf.

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- 5.3 The Provider's Authorised Officer must:
- (a) liaise with and report to the Customer's Authorised Officer about the performance of the Services;
  - (b) attend meetings with, or provide briefings to, the Customer's Authorised Officer as required from time to time; and
  - (c) promptly comply with any request or direction given by the Customer's Authorised Officer about the supply and performance of the Services.

**6. PROVISION OF THE SERVICES**

- 6.1 The Provider agrees to supply and perform the Services, as an independent contractor, for the Agreement Term in a competent and professional manner.
- 6.2 The Provider must provide the Services:
- (a) on the Delivery Date or during the Delivery Period;
  - (b) by the milestone dates (if milestones are specified in Item 11 of Schedule A);
  - (c) by the Completion Date; and
  - (d) if the Services are periodic or recurrent Services, at the times, intervals and frequency as specified in Item 12 of Schedule A.
- 6.3 In supplying and performing the Services, the Provider must:
- (a) inform itself of the Customer's requirements in respect of the Services;
  - (b) consult regularly with the Customer and/or Customer's Authorised Officer; and
  - (c) exercise due skill, care and diligence.
- 6.4 The Provider must ensure that all Services are of a high quality, professional standard and are fit for purpose.
- 6.5 The Customer will provide the assistance (if any) described in Item 14 of Schedule A to the Provider.
- 6.6 If nominated as applicable within Item 13 of Schedule A the Provider must meet the KPIs set out in Schedule A, at the times set out in Schedule A and comply with the following terms:
- (a) the Provider must submit any reasonable documentation required by the Customer by notice in writing for the Customer to assess the Provider's performance against the KPIs;
  - (b) if the Provider fails to meet the KPIs set out in the Schedule then a show cause event will have occurred and the Provider's Authorised Officer must meet with the Customer within 5 days of any Notice to discuss the Provider's plan to remedy its failure to meet the KPIs; and
  - (c) if the Customer is not satisfied with the Provider's plan the Customer is entitled to proceed to terminate the contract for breach in accordance with clause 29.

**7. REQUIREMENTS FOR SERVICES**

- 7.1 All Services provided by the Provider to the Customer in accordance with the Agreement, unless otherwise specified by the Customer, must comply in all aspects with:
- (a) the terms of the Agreement, including but not limited to the Specifications;
  - (b) applicable legislative requirements;
  - (c) any applicable Government code, policy or guideline; and
  - (d) any current Australian/New Zealand Standard and where an Australian/New Zealand Standard does not exist, the relevant current International Standard (ISO),
- including any that may be introduced or varied during the Agreement Term, which govern the provision of the Services.

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**8. PROVIDER'S OBLIGATIONS**

- 8.1 The Provider will be responsible for the supply and/or performance of all personnel and/or equipment, necessary for the proper supply of the performance of the Services.
- 8.2 When supplying and performing the Services, the Provider must:
- (a) take all measures to protect people and property;
  - (b) avoid unnecessary interference with the passage of people and vehicles; and
  - (c) prevent nuisance and unreasonable noise and disturbance.
- 8.3 The Provider warrants that:
- (a) it has the necessary skills and expertise to complete the Agreement;
  - (b) it will ensure that the Provider and its officers, employees, agents and sub-contractors (including the Key Personnel) have the necessary skills, the licences, qualifications, certifications, registrations, admissions and memberships required to perform the Services; and
  - (c) it has obtained or effected all authorisations required in connection with the performance of this Agreement and these authorisations will be in full force and effect on every day of this Agreement and the Provider is not in nor will it be in material default of any of the terms and conditions of the required authorisations during the Term.

**9. PERFORMANCE OF SERVICES BY KEY PERSONNEL**

- 9.1 Where the Key Personnel are specified, the Services must be performed by the Key Personnel as specified in Item 9 of Schedule A, unless the Customer has consented otherwise. If the Provider proposes a change to Key Personnel it must submit material about the proposed new Key Personnel to the Customer which is reasonably required by the Customer, including resumes and evidence of qualifications. A person replacing one of the Key Personnel, with the Customer's consent, will be considered to be one of the Key Personnel during the person's engagement to provide the Services.
- 9.2 The Provider must ensure that the Key Personnel are competent and have the necessary skills and expertise to perform the Services on which they will be engaged.
- 9.3 The Provider must not, without consent from the Customer:
- (a) allow Key Personnel to delegate any part of the Services; or
  - (b) allocate tasks not connected with the Services to any of the Key Personnel who are engaged on the Services on a full time basis, until the Services allocated to that person have been completed by that person.
- 9.4 If any of the Key Personnel are not available to perform any of the Services allocated to them, the Provider must immediately:
- (a) notify the Customer of the circumstances; and
  - (b) if so requested by the Customer, arrange for replacement of that person with a person satisfactory to the Customer, at no cost to the Customer.
- 9.5 The Customer may, on reasonable grounds, give Notice to the Provider to remove any Key Personnel from working on the Services. Upon receipt of such Notice under this clause 9.5, the Provider must, at no cost to the Customer, promptly remove and replace the Key Personnel mentioned in the Notice with a person approved by the Customer.

**10. LIST OF SERVICES AND PRICING**

- 10.1 If the Services are provided in accordance with the Agreement, the Customer will:
- (a) upon receipt of a Correctly Rendered Invoice, pay the Provider the Price in accordance with clause 11 and Schedule C - Pricing; and
  - (b) reimburse the Provider for the Approved Expenses, after the Approved Expenses



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have been incurred by the Provider.

- 10.2 The Customer will not be liable to reimburse the Provider for expenses other than the Approved Expenses as specified in Schedule C (if any), unless the Provider has obtained the Customer's consent prior to any expenditure being incurred.
- 10.3 The Price will be payable in the manner and at the times specified in Schedule C and the Provider must submit a Correctly Rendered Invoice for the Price at the times specified in Schedule C.
- 10.4 Where the Provider seeks to increase or decrease the Price for the Services it must take into consideration:
- (a) movements in the relevant published Australian Bureau of Statistics (ABS) Index (e.g. consumer price or producer price index), as it affects the Services, if specified in Schedule C;
  - (b) other factors as it affects the Services, if specified in Schedule C; and/or
  - (c) any variation in any tax, duty or charge as it affects the Services,
- the Provider must give Notice to the Customer in accordance with clause 30 and such Notice must include evidence to substantiate the basis of the Price increase or decrease.
- 10.5 If the Provider's request to increase or decrease the Price for the Services is rejected by the Customer in its absolute discretion, the Agreement will remain unvaried.
- 10.6 The Provider must notify the Customer of price variations under Schedule C which result in a decrease of the Price within 30 days of the variation. If the Provider fails to do so the Provider must pay to the Customer default interest on any part of the Price paid which exceeds the varied price until that part has been refunded to the Customer. The default interest accrues from day to day at the Reserve Bank of Australia 90 day bank accepted bills rate.
- 10.7 If the Approved Expenses are travel expenses, the Customer will not pay any amounts in excess of the amounts specified in Directive No 9/11 "Domestic Travelling and Relieving Expenses" and the "Department of Health Travel and Accommodation Policy" as amended from time to time.
- 10.8 If the Approved Expenses are air travel expenses, the Customer will not pay any amount in excess of the cost of economy class airfares.

**11. PAYMENT**

- 11.1 The Customer is not obliged to pay the Provider the Price for any part of the Services until the:
- (a) Provider has delivered to the Customer any Deliverables;
  - (b) Customer has certified that the Deliverables specified in the Correctly Rendered Invoice have been supplied and/or performed in accordance with the Agreement; and
  - (c) Provider has given the Customer a Correctly Rendered Invoice.
- 11.2 Despite any previous certification in accordance with clause 1.1.1(b) the Provider must promptly supply or supply again, any part of the promptly perform or perform again, any part of the Services, certified by the Customer as not having been supplied and/or performed in accordance with the Agreement. The Customer may, without limiting any other rights it may have, defer payment for that part of the Services until the Customer is satisfied that the Services have been supplied or supplied again and/or performed or performed again, in accordance with the Agreement.
- 11.3 The Provider must submit a Correctly Rendered Invoice to the Customer.
- 11.4 The Correctly Rendered Invoice submitted by the Provider must:
- (a) specify the Services and the name of the Customer's Authorised Officer (if applicable);

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- (b) identify any contract number and specific details pertaining to the Agreement (if applicable);
  - (c) include sufficient details to allow the Customer to assess progress against milestones (if applicable);
  - (d) for Services carried out on a time basis, be supported by records of time spent by individuals involved in the Services and verified by the Provider;
  - (e) itemise Approved Expenses claimed; and
  - (f) identify any discounts given.
- 11.5 Upon receipt of a Correctly Rendered Invoice, the Customer may require the Provider to provide additional information or documentary evidence to enable the Customer to determine whether or not an amount is payable.
- 11.6 A Customer will make payment of a Correctly Rendered Invoice 30 days after the end of the month in which the Correctly Rendered Invoice is received, or if additional information is required by the Customer pursuant to clause 11.4 then 30 days after receipt of the additional information.
- 11.7 Payment of any amount to the Provider will not constitute an admission by the Customer that the Services have been properly provided in accordance with this Agreement.
- 11.8 The Customer may deduct from any moneys due to the Provider any sum which is payable by the Provider to the Customer whether or not the Customer's right to payment arises by way of damages, debt, restitution or otherwise and whether or not the factual basis giving rise to the Customer's right to payment arises out of the Agreement, any other contract, or is independent of any contract.
- 12. GST**
- 12.1 In this clause "adjustment event", "adjustment note", "GST", "supply", "supplier" and "tax invoice" have the same meaning as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("the GST legislation").
- 12.2 The Provider acknowledges that in terms of the GST legislation it will, under this Agreement, be a "supplier" and may be required to pay GST to the Commissioner of Taxation.
- 12.3 The parties agree that the Prices specified under the Agreement are GST exclusive prices.
- 12.4 The Provider must ensure that all tax invoices and adjustment notes rendered to the Customer under the Agreement are in a format that identifies any GST paid, and which permits the Customer to claim an input tax credit.
- 12.5 Subject to clause 12.6 for a supply under this Agreement subject to GST, the Customer must pay to the Provider an amount equal to the GST payable for that supply.
- 12.6 Where a party is required under this Agreement to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled.
- 12.7 The Provider must issue an adjustment note to the Customer on or before seven days after the occurrence of an adjustment event. The Customer request for an adjustment note shall be deemed to have occurred on the date of the adjustment event. The adjustment note must identify the services relevant to the adjustment event. Adjustment notes issued to the Customer must comply with the requirements of the GST legislation. Where an adjustment event occurs, the amount of GST payable under clause 12.5 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.
- 12.8 If the amount of GST recovered from the Customer under this Agreement differs, for any reason, from the amount of GST paid or payable by the Provider to the Commissioner of Taxation, including by reason of:

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- (a) an amendment to the GST legislation;
- (b) the issue of or an alteration in a ruling or advice of the Commissioner of Taxation;
- (c) a refund of GST to the Provider in respect of any supply made under this Agreement;
- (d) a decision of any tribunal or court;

then, subject to obtaining the written approval or instruction from the Customer, the difference in amounts will be paid by or to the Customer as the case may be.

- 12.9 The Customer is authorised to withhold from payments to the Provider, a subcontractor or worker such amounts as are required under the Pay as You Go (PAYG) system.

**13. COMMISSIONS, INCENTIVES AND COLLUSION**

- 13.1 The Provider must not, and must ensure that its officers, employees, agents and/or sub-contractors do not, give or offer anything to the Customer or any officer or employee of the Customer, or to a parent, spouse, child or associate of an officer or employee of the Customer, including any commission, inducement, gift or reward, which could in any way tend or be perceived as attempting to influence the Customer's actions in relation to the Agreement.

- 13.2 If the Customer discovers at any time during the Agreement Term that the Provider has breached clause 13.1, the Customer may, in addition to any other action, elect to suspend the Agreement in accordance with clause 28 or terminate the Agreement in accordance with clause 29.

- 13.3 The Provider will make sure that none of:

- (a) the Provider;
- (b) a related body corporate of the Provider; or
- (c) the Personnel of the Provider or a related body corporate of the Provider,

receives any money, payment or thing of value (including any disclosed or undisclosed commission, rebate, allowance or other benefit) relating in any way to the performance of this Agreement unless approved in writing by the Customer, other than payment of salaries, wages and entitlements in the ordinary course of business by an employer to its employees.

**14. COLLUSION**

- 14.1 The Provider warrants to the Customer that:

- (a) except as is expressly disclosed to the Customer, its Offer was not prepared (and any variations to the Agreement will not be prepared) with any consultation, communication, contract, arrangement or understanding with any competitor (including a contractor under a similar contract with the Customer) regarding:
  - (i) prices;
  - (ii) methods, factors or formulas used to calculate prices;
  - (iii) the intention or decision to submit or not submit an offer (or request a variation) to the Agreement;
  - (iv) the submission of an offer (or a request for variation) that is non conforming with the terms of the Agreement;
  - (v) the quality, quantity, specifications or delivery particulars of services (including the Services) to which the Agreement relates; or
  - (vi) the terms of the Offer (or variation) or a competitor's offer (or variation);
- (b) except with the consent of the Customer:
  - (i) it has not provided any benefit (including money) directly or indirectly to, or entered into any contract, arrangement or understanding to provide any benefit (including money) directly or indirectly, to any competitor (including any

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- contractor under a similar contract with the Customer) relating in any way to the Agreement;
- (ii) it has not received any such benefit directly or indirectly, or entered into any contract, arrangement or understanding to receive any such benefit directly or indirectly from any competitor (including any contractor under a similar Agreement similar contract with the Customer) relating in any way to the Agreement; and
  - (iii) it will not provide or receive any such benefit;
- (c) except as is expressly disclosed to the Customer, it has not consulted, communicated or entered into any contract, arrangement or understanding to provide any benefit (including money), whether directly or indirectly, to a trade, industry or other association (above the published standard fee) relating in any way to the Agreement, nor has it provided, nor will it provide any such benefit;
  - (d) except as is fully disclosed in the Agreement, at the time of entering into the Agreement, the Provider and all corporations and persons associated with the Provider, including directors and senior management, are not and have never been subject to proceedings relating to anti-competitive conduct in Australia or overseas; and
  - (e) the Provider will notify the Customer immediately upon becoming aware that the Provider or any corporation or person associated with the Provider, including a director or member of senior management becomes subject to proceedings relating to anti-competitive conduct in Australia or overseas during the Agreement Term by disclosing, at a minimum:
    - (i) the names of the parties to the proceedings;
    - (ii) the case number;
    - (iii) the general nature of the proceedings; and
    - (iv) the outcome or current status of the proceedings.
- 14.2 The Provider acknowledges that the Customer has entered into the Agreement in reliance of the warranties in clause 14.1.
- 14.3 If the Provider breaches clause 14.1, without limiting its rights under the Agreement, the Customer may:
- (a) deduct from any moneys due to the Provider under the Agreement, an equivalent sum as an amount due from the Provider to the Customer; and
  - (b) at its entire discretion terminate the Agreement in accordance with clause 29.3(b) and claim damages for breach of the Agreement.
- 15. CONFLICT OF INTEREST**
- 15.1 The Provider warrants that, to the best of its knowledge, as at the Commencement Date neither the Provider nor any of its officers, employees, agents and/or sub-contractors (including the Key Personnel) have, or are likely to have, a Conflict of Interest in the performance of the Provider's obligations under the Agreement.
- 15.2 If a Conflict of Interest or risk of Conflict of Interest arises during the Agreement Term (without limitation, including work undertaken by the Provider for any entity other than the Customer), the Provider must immediately give Notice of the Conflict of Interest, or the risk of it, to the Customer.
- 15.3 The Provider must:
- (a) take all reasonable measures to ensure that its officers, employees, agents and sub-contractors (including the Key Personnel) do not engage in any activity or obtain any interest which is in conflict with the Provider's ability to supply and perform the Services for the Customer in good faith and objectively; and

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- (b) immediately give Notice to the Customer of any Conflict of Interest relating to the activities or interests of any of its officers, employees, agents and/or sub-contractors (including the Key Personnel).
- 15.4 Upon receipt of a Notice in accordance with clause 15.2 or 1.1.1(b), or upon the Customer otherwise identifying a Conflict of Interest, the Customer may:
- (a) direct the Provider as to how to manage the Conflict of Interest and the Provider must comply with any reasonable direction so given by the Customer;
  - (b) suspend the Agreement in accordance with clause 28; or
  - (c) elect to terminate the Agreement in accordance with clause 1.1.1(c).
- 15.5 If clause 1.1.1(a) or 1.1.1(b) applies, the Provider must give Notice to the Customer when the Conflict of Interest or risk of Conflict of Interest is resolved.
- 16. INTELLECTUAL PROPERTY RIGHTS AND MORAL RIGHTS**
- 16.1 Title to, and Intellectual Property Rights in, all New Agreement Material will, upon its creation, vest in the Party specified in Item 15 of Schedule A.
- 16.2 If Item 15 of Schedule A is blank, title to, and Intellectual Property Rights in, New Agreement Material vests in the Customer.
- 16.3 If Item 15 of Schedule A specifies that this clause 16.3 applies, or if clause 16.2 applies, title to, and Intellectual Property Rights in, New Agreement Material will upon its creation vest in the Customer, and:
- (a) the Provider must ensure that during the Agreement Term the New Agreement Material and Records are used, copied, supplied or reproduced only for the purposes of the Agreement; and
  - (b) after the expiration or sooner termination of the Agreement (or some earlier date if required by the Customer), the Provider must deliver to the Customer, in a format specified by the Customer, all New Agreement Material and Records.
- 16.4 If Item 15 of Schedule A specifies that this clause 16.4 applies, title to, and Intellectual Property Rights in, New Agreement Material will, upon its creation, vest in the Provider and the Provider grants, and will ensure that relevant third parties grant, to the Customer a paid-up, non-exclusive, non-transferable, irrevocable, perpetual licence (including the right to sub-licence) in respect of the New Agreement Material (and any future development of that New Agreement Material), without additional cost to the Customer to:
- (a) use, exploit and otherwise exercise all Intellectual Property Rights, for any purpose of the Customer, the State of Queensland and/or a Queensland Government Body; and
  - (b) use or exploit (whether commercially or otherwise) for any purpose.
- 16.5 The Agreement does not affect Intellectual Property Rights in Existing Agreement Material but the Provider grants, and will ensure that relevant third parties grant, to the Customer a paid up, non-exclusive, non-transferable, irrevocable, perpetual licence (including the right to sub-licence) in respect of the Existing Agreement Material but only as part of the Agreement Material (and any future development of the Agreement Material), without additional cost to the Customer to:
- (a) use, exploit and otherwise exercise all Intellectual Property Rights for any purpose of the Customer, the State of Queensland and/or a Queensland Government Body; and
  - (b) use or exploit (whether commercially or otherwise) for any purpose, if clauses 16.2, 16.3 or 1.1.1(b) applies.
- 16.6 Intellectual Property Rights in Records will remain vested in the Customer.
- 16.7 If the Provider is an individual, the individual consents to any act or omission done by the Customer in the exercise of the Intellectual Property Rights in the Agreement Material

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granted under the Agreement that might otherwise constitute an infringement of the individual's Moral Rights and without limiting this, the individual consents to:

- (a) the Customer determining in its entire discretion whether or not the individual will be attributed as author of the Agreement Material comprised in a Deliverable and if the individual will be attributed, that attribution will occur in a manner acceptable to the Customer;
- (b) any amendments, deletion, destruction, alteration, relocation or selection of the Agreement Material (or any part thereof) at the entire discretion of the Customer;
- (c) the publication or communication, in whole or in part of the Agreement Material; and
- (d) any other acts or omissions as specified in Item 16 of Schedule A.

16.8 If the Provider engages an individual, whether an employee, sub-contractor or volunteer, to perform work under the Agreement, the Provider must, prior to allowing that individual to commence work in respect of a Deliverable, obtain from that individual, who is to create New Agreement Material:

- (a) all consents, permissions and assignments necessary to enable the Customer to exercise the Intellectual Property Rights granted under the Agreement in full, without impediment or cost to the Customer; and
- (b) without limiting clause 1.1.1(a), a consent from the individual to any act or omission by the Customer in the exercise of the Intellectual Property Rights in the Agreement Material granted under the Agreement that might otherwise constitute an infringement of the person's Moral Rights, including a consent to the acts or omissions specified in clause 1.1.1(a) to (d).

**17. CONFIDENTIALITY**

17.1 The Provider must ensure that Confidential Information is kept confidential and not disclosed to any person except:

- (a) to its employees, officers and agents to the extent needed for the performance of this Agreement;
- (b) where required by law; or
- (c) with the Customer's consent.

17.2 The Provider must not use Confidential Information for any purpose other than performing the obligations under this Agreement, unless required or authorised by Law. Without limiting the foregoing, the Provider acknowledges that it shall not:

- (a) exploit the Confidential Information of the Customer;
- (b) use the Confidential Information for the Provider's own business purposes without authorisation from the Customer; or
- (c) make copies in any format of the Confidential Information without the express authorisation of Customer or in accordance with this Agreement.

17.3 The Provider must:

- (a) take all steps necessary to protect the Confidential Information from misuse, loss, and unauthorised access, use, modification or disclosure;
- (b) immediately notify the Customer if it becomes aware of any breach of this clause 17, or if a disclosure of Confidential Information is required by law before such disclosure is made;
- (c) on the termination or expiration of this Agreement or earlier if requested by the Customer during the term of this Agreement, deliver or destroy (as directed by the Customer) all documents, records or files in its possession or control which contain Confidential Information in accordance with the Customer's instructions; or
- (d) if requested by the Customer, obtain from its officers, employees, agents and

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contractors a deed of confidentiality in a form acceptable to the Customer.

17.4 For the avoidance of doubt, the Provider warrants that all officers, employees, agents and contractors (including the Key Personnel) involved in performing certain service items will be bound by this clause.

17.5 The Provider acknowledges that:

- (a) the value of the Confidential Information of the Customer is such that any award of damages or account of profits may inadequately compensate the Customer in the event of a breach of this Agreement by the Provider; and
- (b) without in any way compromising the Customer's right to seek damages or any other form of relief, the Customer may seek and obtain an ex parte, interlocutory or final injunction to prohibit or restrain the Provider or the Provider's officers, employees, agents or contractors, from any breach or threatened breach of this Agreement without the necessity of proving that any actual damage has been sustained or is likely to be sustained by the Customer. The Provider must not, and must ensure that its officers, employees, agents and sub-contractors do not, use or disclose any Confidential Information without the Customer's consent, other than in accordance with this clause 17.

**18. PRIVACY AND PERSONAL INFORMATION**

18.1 If the Provider collects or has access to or in any way deals with Personal Information in order to provide the Services, the Provider must:

- (a) Acknowledge that it is bound by the *Information Privacy Act 2009 (Qld)*;
- (b) comply with Parts 2 and 3 of Chapter 2 of the *Information Privacy Act 2009 (Qld)* in relation to the discharge of its obligations under the Agreement, as if the Provider was the Customer;
- (c) ensure that the Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
- (d) not use Personal Information other than for the purposes of the supply of the performance of the Services, unless required or authorised by law;
- (e) not disclose Personal Information without the consent of the Customer, unless required or authorised by law;
- (f) not transfer Personal Information outside of Australia without the consent of the Customer;
- (g) 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 Agreement;
- (h) ensure that its officers and employees do not access, use or disclose Personal Information other than in the performance of their duties under the Agreement;
- (i) ensure that its agents and sub-contractors (including the Key Personnel) who have access to Personal Information comply with obligations the same as those imposed on the Provider under this clause 18;
- (j) fully co-operate with the Customer to enable the Customer to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
- (k) comply with such other privacy and security measures as the Customer reasonably advises the Provider in writing from time to time.

18.2 The Provider must, if specified in Item 18 of Schedule A, or if requested by the Customer during the Agreement Term, obtain from its officers, employees, agent and/or sub-contractors engaged for the purposes of the Agreement, an executed deed of privacy in a form acceptable to the Customer.

**PART A – CONDITIONS OF AGREEMENT  
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18.3 The Provider must immediately notify the Customer on becoming aware of any breach of clause 18.1.

**19. SECURITY AND ACCESS**

19.1 The Provider must, and must ensure that its officers, employees, agents and/or sub-contractors (including the Key Personnel), when entering upon the Customer's premises, dealing with the Customer's employees or members of the public, or using the Customer's facilities, equipment or resources, comply with all applicable rules, policies, standards, codes of conduct, directions and procedures of the Customer, including those relating to security, workplace health and safety and appropriate use of information and communication technology, in a like manner as if they were employees of the Customer.

19.2 The Provider must give the Customer's Authorised Officer and/or any other person authorised in writing by the Customer reasonable access to premises occupied by the Provider where the Services are being produced and/or undertaken and must permit them to inspect any Agreement Material or other material related to the Services.

19.3 The Key Personnel, Customer's Authorised Officer and/or any other person authorised in writing by the Customer must, when attending at the Provider's premises or facilities, comply with all applicable rules, directions and procedures as notified by the Provider, including those relating to security or workplace health and safety, that are in effect at the premises or facilities.

**20. LIABILITY**

20.1 The liability of a Party to the other Party under the Agreement for loss or damage sustained, will be reduced proportionately to the extent that the loss or damage was caused or contributed to by the other Party's negligence, unlawful act or omission and/or failure to comply with its obligations and responsibilities under and/or in connection with the Agreement or otherwise at law

**21. INDEMNITY**

21.1 To the fullest extent permitted by law, the Provider indemnifies the Customer for all Loss resulting from any Claim related to:

- (a) any act or omission which amounts to a breach of the Provider's obligations under this Agreement; or
- (b) any unlawful act or omission connected with the Provider's actual or attempted performance obligations under this Agreement; or
- (c) any neglect or default connected with the Provider's actual or attempted performance obligations under this Agreement; or
- (d) contravention of any legislative requirement by the Provider, its officers, employees, agents or contractors; or
- (e) any Existing Agreement Material or New Agreement Material that:
  - (i) is used and/or developed by the Provider in connection with the performance of the Services under this Agreement; and
  - (ii) which is an unauthorised infringement of any Intellectual Property belonging to any third party; and
- (f) all costs (including the Customer's internal costs howsoever incurred and solicitor and client legal costs on an indemnity basis) that are reasonably and properly incurred by the Customer because of the Provider's breach of sub-paragraphs (a) - (e).

21.2 The Provider's liability under this clause will be proportionately reduced to the extent that the Customer's officers, employees, agents or contractors contribute to the Loss that is the subject of the Claim.



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**22. INSURANCE**

- 22.1 The Provider warrants that it will hold and maintain for the Agreement Term the following insurances to cover its obligations under the Agreement:
- (a) Workers' Compensation insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003* (Qld);
  - (b) Public Liability insurance for the amount specified in Item 19 of Schedule A;
  - (c) Professional Indemnity insurance if specified in Item 20 of Schedule A for the amount specified in that Schedule in respect of each claim, and which must be maintained by the Provider for a continuous period of seven years, after the latter of the Completion Date or termination of the Agreement, unless otherwise specified in Item 21 of Schedule A; and
  - (d) any other insurances specified in Item 23 of Schedule A.
- 22.2 The insurances must be effected with an insurer that is authorised and licensed to operate in Australia.
- 22.3 The Provider warrants if it is a participating member of a scheme approved under the Professional Standards Act 2004 (Qld) that it will hold and maintain the minimum level of insurance as specified in Item 22 of Schedule A.
- 22.4 The Provider must, if requested by the Customer, promptly provide a certificate of currency for each insurance policy.
- 22.5 The Provider warrants that any exclusions and deductibles that may be applicable to the insurance policies that it holds in accordance with this clause 22, will not impact on the Provider's ability to meet any claim or otherwise prejudice the Customer's rights under the Agreement.
- 22.6 The Provider must immediately advise the Customer if any insurance policy, as required by this clause 22, is materially modified or cancelled.

**23. LICENSING REQUIREMENTS**

- 23.1 The Provider warrants that it will hold and maintain all requisite licenses, permits, permissions and/or authorities necessary for the provision of the Services.
- 23.2 The Provider must, if requested by the Customer, provide evidence of compliance with its obligations under this clause to the satisfaction of the Customer.

**24. INDUSTRIAL RELATIONS**

- 24.1 The Customer will not become involved in industrial disputes between the Provider and the Provider's staff unless required to do so by an industrial authority.
- 24.2 During the periods of industrial disputes of any duration, the Provider will be responsible for continued compliance with its obligations under the Agreement at the Provider's expense.

**25. RESOLUTION OF DISPUTES**

- 25.1 If a dispute or difference arises between the Parties in relation to the Agreement or concerning the performance or non-performance by a Party of its obligations under the Agreement, whether raised during the performance of the Deliverables under the Agreement or after the completion of the Deliverables, a Party may give Notice of the dispute to the other Party. The Parties must, if requested by either Party within ten (10) Business Days of receipt of a Notice of dispute by a Party, refer the dispute to mediation before commencement of any litigation, other than for injunctive relief, in relation to the dispute.
- 25.2 The mediator, the mediator's fees and the mediation rules must be:
- (a) mutually agreed upon by the Parties in writing; or
  - (b) in the absence of agreement, within ten (10) Business Days from receipt of a Notice of a dispute, as determined by the Chairperson of the Queensland Chapter of the Institute of Arbitrators and Mediators Australia.

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25.3 The Parties agree to share the costs associated with the mediation in equal shares between them.

25.4 Notwithstanding the existence of a dispute, each Party will continue to perform its obligations under the Agreement where practicable, unless otherwise directed by the Customer.

**26. VARIATION**

26.1 Except for the circumstances specified in clauses 26.2 and 26.6, the Agreement may only be varied by written agreement between the Parties after the Party requesting the variation has given the other Party a Notice setting out the proposed variation. The Parties must act reasonably and within a reasonable time period in deciding whether to agree to a variation, as requested by the other Party.

26.2 The Customer may vary the terms and conditions of the Agreement by Notice to the Provider, when reasonably required as a result of changes in Government policy.

26.3 Where the terms and conditions of the Agreement are varied as a result of clause 26.2, the Provider must promptly submit in writing to the Customer any proposed variation to the Agreement which is required as a result of this amendment. If the Parties are unable to reach agreement in relation to the Provider's proposed variation, the provisions of clause 25 will apply to resolve the dispute.

26.4 Any variation proposed by the Provider as a consequence of clause 26.1 or 26.3 must be accompanied by evidence to substantiate such proposed variation.

26.5 Despite any other provision of this clause 26, any variation proposed by the Provider which purport to take away or reduce the entitlements of the Customer in accordance with clause 26.3, will be deemed to be rejected by the Customer and the Agreement will remain unvaried.

26.6 The Customer may at any time serve a Notice on the Provider requiring the Provider to decrease or omit the supply of any part of the Services.

26.7 Following issue of that Notice, the Provider will comply with the Notice and immediately take steps necessary to minimise the loss suffered by it as a result of the Notice.

26.8 Where the supply of any part of the Services have been decreased or omitted in accordance with clause 26.6, the Customer will pay the Provider:

- (a) for the Services supplied as varied by the Notice in accordance with clause 26; and
- (b) any reasonable costs incurred by the Provider which are directly attributable to the reduction in the Services. However, the Customer will not be liable to the Provider for any loss of profits.

**27. SUSPENSION OF PAYMENT**

27.1 The Customer may suspend payments to the Provider without penalty if the Provider refuses, neglects or fails to supply and/or perform any part of the Agreement, until the Services are performed in the manner acceptable to the Customer and in accordance with the Agreement.

**28. SUSPENSION**

28.1 The Customer may at any time by Notice, direct the Provider to:

- (a) suspend work on the supply of all or any part of the Services for a specified period; or
- (b) recommence work on the supply of all or any part of the suspended Services.

28.2 Where the Customer suspends the supply of the Services by Notice in accordance with clause 1.1.1(a):

- (a) the Provider must, following receipt of that Notice, immediately take all steps necessary to minimise the loss suffered by the Provider as a result of the suspension, including taking all reasonable steps to prevent or minimise its liabilities to its

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suppliers, contractors and sub-contractors;

- (b) the Provider and the Customer must negotiate in good faith as to reasonable compensation payable to the Provider for any additional costs that were reasonably and properly incurred by the Provider as a direct result of the suspension but the compensation must not include loss of profit, revenue, goodwill or business opportunities, damage to reputation and any indirect or consequential loss, and, where the suspension is the result of any act or omission of the Provider, the Provider will not be entitled to payment by the Customer of any costs, expenses or any other compensation arising out of such suspension; and
  - (c) any previously agreed completion dates for the Services will be postponed by a period equivalent to the duration of the suspension.
- 28.3 Where the Provider commits a breach of the Agreement, the Customer may without limiting any right of action or remedy which has accrued or may accrue in favour of the Customer:
- (a) give Notice to the Provider, by a notice of suspension, that the Agreement is suspended in whole or in part from the date specified in the Notice for a nominated period; and
  - (b) provide the Provider with reasonable directions in relation to subsequent performance of the Agreement.
- 28.4 The Provider must immediately comply with any reasonable directions given by the Customer, in accordance with clause 1.1.1(b).
- 28.5 Prior to the period of suspension expiring, the Customer may notify the Provider in writing that the:
- (a) period of suspension will cease to be effective from the date specified in the Notice based on the Customer being satisfied that the issues/concerns which gave rise to the suspension have been resolved, upon which, each Party must resume its performance under the Agreement from that date;
  - (b) period of suspension will be extended for a further period of time specified in the Notice; or
  - (c) Provider must show cause, pursuant to a Notice issued by the Customer, why the Customer should not terminate the Agreement from the date specified in the Notice.
- 28.6 If the Customer fails to notify the Provider in writing, in accordance with clause 28.5, the period of suspension will expire at the end of the nominated period and each Party must then resume its performance under the Agreement.
- 29. TERMINATION**
- 29.1 Without limiting clause 29.3, where the Provider commits any breach of the Agreement, the Customer may by Notice, require the Provider to show cause by the date specified in the Notice, why the Customer should not terminate the Agreement.
- 29.2 If the Provider fails to show reasonable cause by the date specified in the Notice, then the Customer is entitled, upon Notice to the Provider, to terminate the Agreement.
- 29.3 The Customer may immediately terminate the Agreement by Notice to the Provider if:
- (a) the Provider fails to provide a Performance Guarantee or Financial Security if required under the Special Conditions;
  - (b) the Customer is satisfied that the Provider has breached any part of clause 14;
  - (c) the Provider gives Notice in accordance with clause 15.2 or 1.1.1(b) or the Customer otherwise identifies a Conflict of Interest;
  - (d) the Customer is satisfied that the Provider has breached any part of clause 17 or 18;
  - (e) the Provider breaches any part of clause 22 or 23; or
  - (f) the Provider:

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- (i) becomes insolvent or bankrupt or being a company goes into liquidation or has instituted against it any action or proceeding which has an object or may result in bankruptcy or liquidation;
  - (ii) has a receiver or a receiver and manager appointed or a mortgage goes into possession of any of its assets or becomes subject to any form of external administration;
  - (iii) enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors;
  - (iv) is wound up, voluntarily or involuntarily; or
- (g) the Provider indicates that it is unable or unwilling to complete the Agreement.
- 29.4 If the Customer terminates the Agreement in accordance with clause 29.2 or 29.3, the termination is without prejudice to any rights of the Customer under the Agreement or at common law, including the right to claim damages for breach of the Agreement.

**30. NOTICES**

- 30.1 Any Notice which may be given to or served on either Party under the Agreement must be sent or delivered to the following respective addresses:
- (a) for the Customer - as specified in Item 25 of Schedule A; or
  - (b) for the Provider - as specified in Item 26 of Schedule A,
- or such other address as a Party may subsequently notify to the other Party in writing in accordance with this clause.
- 30.2 Notwithstanding clause 30.1, if the Provider is a company then the Customer may serve a Notice at any time on the Provider's registered office.
- 30.3 A Notice to be given or served in accordance with clause 28 or 29 must not be sent via email.
- 30.4 A Notice will be deemed to be given:
- (a) if posted – two (2) Business Days after the date of posting;
  - (b) if delivered by hand during a Business Day - on the date of delivery;
  - (c) if faxed - on the date the sender's facsimile machine notes a complete and successful transmission; or
  - (d) if emailed - on the date recorded on the device from which the Party sent the email, unless the sending Party receives an automated message that the email has not been delivered;

except that a delivery by hand, fax or email received after 5:00pm (local time of the receiving Party) will be deemed to be given on the next Business Day.

**31. RIGHT TO INFORMATION AND DISCLOSURE**

- 31.1 The *Right to Information Act 2009 (Qld)* (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.
- 31.2 The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.
- 31.3 Information relating to the Agreement is potentially subject to disclosure to third parties.
- 31.4 If disclosure under the RTI Act, and/or general disclosure of information provided by the Provider in connection with the Agreement, would be of concern to the Provider, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, this should be indicated by the Provider at the time of disclosing the information to the Customer. The Customer cannot guarantee that any information provided by the Provider will be protected from disclosure under the RTI Act.

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- 31.5 Despite any other provision of the Agreement, the Customer is entitled to publish on the Department of Housing and Public Works' website: [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au) under 'Supply and disposal/Tenders and contracts' or by any other means, the following details:
- (a) the name and address of the Customer;
  - (b) a description of the Services;
  - (c) Commencement Date or award date;
  - (d) value of the Agreement;
  - (e) name and address of the Provider;
  - (f) procurement method used; and
  - (g) where the total value of the Services is \$10 million or more, the Customer is entitled to publish the following additional information:
    - (i) Invitation details;
    - (ii) Agreement overview; and
    - (iii) reasons for non-disclosure of procurement results (if applicable).

**32. GENERAL PROVISIONS**

**32.1 Relationship of the Parties**

- (a) The relationship of the Parties under the Agreement is one of principal and contractor and the Provider is not by virtue of the Agreement in partnership or joint venture with the Customer and must not represent itself or allow itself to be represented as a partner, joint venturer, officer or employee of the Customer.
- (b) Neither the Provider nor the Key Personnel are entitled to the payment of any Entitlements from the Customer other than the Price.
- (c) The Provider is solely responsible for the Entitlements to, or for the benefit of, the Key Personnel and the Customer will not be liable for any failure of the Provider to do so.

**32.2 No Advertising**

- (a) The Provider must not:
  - (i) publish, or allow to be published, any advertising, relating to the awarding of any Agreement by the Customer, in any advertising medium; and
  - (ii) circulate, or allow to be circulated, any other correspondence for the purpose of promotion in connection with the awarding of the Agreement by the Customer, without the prior written approval of the Customer.

**32.3 Waiver**

- (a) Any failure by a Party at any time to enforce a clause of the Agreement, or any forbearance, delay or indulgence granted by a Party to the other will not constitute a waiver of the Party's rights.
- (b) No provision of the Agreement will be deemed to be waived unless that waiver is in writing and signed by the waiving Party.
- (c) A waiver by a Party of a breach of any part of the Agreement will not be a waiver of any subsequent breach of the same part nor a waiver of a breach of any other part.

**32.4 No Sub-contracting**

- (a) The Provider must not sub-contract the provision of any Services under the Agreement, without the prior consent of the Customer. Any consent given by the Customer to sub-contract:
  - (i) may be conditional;

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- (ii) will not operate as an authority to transfer responsibility to the sub-contractor; and
- (iii) will not relieve the Provider from any of its liabilities or obligations under the Agreement.

**32.5 Governing Law**

- (a) The Agreement is governed by and construed in accordance with the laws of Queensland and the Parties submit to the non-exclusive jurisdiction of the courts of Queensland.

**32.6 Compliance with all Laws**

- (a) The Provider must comply with all relevant laws in performing its obligations under the Agreement.

**32.7 Severability**

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

**32.8 Further Assistance**

- (a) The Provider must do all things reasonably required by the Customer to give effect to the Agreement.

**32.9 No Assignment**

- (a) The Provider must not assign, in whole or in part, its obligations or interest in the Agreement, except with the consent of the Customer.

**32.10 Purchase Orders**

- (a) The Customer may from time to time issue the Provider with a purchase order in relation to this Agreement. The parties acknowledge and agree the terms and conditions set out in any purchase order do not apply in so far as they conflict with this Agreement; or takeaway or reduce the entitlements that would otherwise be provided to the Customer under the Agreement.

**32.11 Disclosure by Customer**

- (a) The Provider acknowledges that the Customer, its officers, employees, agents and sub-contractors may use and disclose any of the information provided by the Provider about the Provider, the Agreement or the Services to Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or the Commonwealth, States or Territories for any purpose in connection with the administration of the Agreement.

**32.12 Former Public Service Employees**

- (a) If the Provider becomes aware that any person who is a former Queensland public service or public sector employee currently within the benefits period of a retirement benefits package is performing the Services, then the Provider must immediately notify the Customer in writing.

**32.13 Counterparts**

- (a) This Agreement may be executed in two or more identical copy counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (b) In the event that any signature executing this Agreement or any part of this Agreement is delivered by facsimile transmission or by scanned e-mail delivery of a ".pdf" format data file or equivalent, such signature shall create a valid and binding

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obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original. For execution under this clause to be valid the entire Agreement upon execution by each individual party must be delivered to the remaining parties.

**32.14 Provision of Services**

- (a) The Provider shall remain responsible for the provision of Services and Deliverables in accordance with the Agreement notwithstanding any review or acceptance of the whole or any part of those Services or Deliverables by the Customer.

**33. CLAUSES TO SURVIVE TERMINATION**

33.1 The following clauses will survive termination or expiration of the Agreement:

- (a) clause 1- Definitions and Interpretation;
- (b) clause 4 - Transferability/Portability of Services;
- (c) clause 10 - List of Services and Pricing;
- (d) clause 16 - Intellectual Property Rights and Moral Rights;
- (e) clause 17 - Confidentiality;
- (f) clause 18 - Privacy and Personal Information;
- (g) clause 20 - Liability;
- (h) clause 21 - Indemnity;
- (i) clause 1.1.1(c) - Insurance;
- (j) clause 31 - Right to Information and Disclosure;
- (k) clause 31.2 - No Advertising;
- (l) clause 32.3 - Waiver;
- (m) clause 32.5 - Governing Law; and
- (n) clause 32.11 - Disclosure by Customer.

**34. FUNDING FROM OTHER SOURCES**

34.1 The Provider must immediately notify the Customer in writing if the Provider obtains funding for the Services covered by this Agreement from any other government source (whether Federal Government, State, or Local)

34.2 Upon receipt of notification under clause 34.1, the Customer may at its discretion offset the amount of that other Government funding against any instalment of the Funds, in order to avoid duplication of funding.

34.3 Where the Provider receives 50% or more of its total funding from the Customer and other Queensland Government agencies, the Provider must not advocate for State or Federal legislative change. The Provider must also not include links on their website to other organisations' websites that advocate for State or Federal legislative change.

**35. FINANCIAL REPORTING**

35.1 The Provider must provide financial reports, including certifications to the Customer as follows:

- (a) Periodic Financial Reports in the form set out in Schedule D and must include certifications as set out in Schedule D:
  - (i) if the Funds are less than \$20,000 per annum at the time of signing this Agreement, by 31 January and 31 July of each year, relating to the respective previous six (6) months; or

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- (ii) if the funds exceed \$20,000 per annum, by 30 April, 31 October and 31 January of each year, relating to the respective previous quarter and; unless otherwise stated in Schedule C.
- (b) an Annual Financial Report – by 30 September of each year, relating to the previous financial year. The Annual Financial Report must be completed in the form set out in Schedule E and must include certifications as set out in Schedule E.
- (c) if the Funds exceed \$20,000 per annum, the following documents must be submitted by 30 September of each year, unless otherwise stated by the Customer:
  - (i) full audited report (both full accounts and individual Income and Expenditure reports) which should include an Auditor's independent declaration; and
  - (ii) the full audited financial statements (the balance sheet/ notes to accounts/ specific profit and loss for Customer projects and consolidated profit and loss statements/ depreciation schedule if any fixed assets additions/ statement of financial position and the statement of financial performance).

**36. PERFORMANCE AND STATISTICAL REPORTING**

- 36.1 The Provider must provide Performance Reports, in the form set out in Schedule E and Statistical Reports to the Customer unless otherwise stated in Schedule C, as follows:
- (a) if the Funds are less than \$20,000 per annum at the time of signing this Agreement, no Performance or Statistical Reports are required unless otherwise stated in Schedule C.
  - (b) if the Funds exceed \$20,000 per annum:
    - (i) Performance Reports by 31 July and 31 January of each year, relating to the respective previous six (6) months.
    - (ii) Statistical Reports by 30 April, 31 July, 31 October and 31 January of each year, relating to the respective previous quarter.

**37. REVIEW OF THE SERVICES**

- 37.1 The Provider acknowledges that an independent agency may be appointed by the Customer to review the Services.
- 37.2 The Provider must co-operate fully with the independent agency in respect of the review.
- 37.3 The Provider must implement any quality improvement action plan which may result from a review of the Services.

**38. ASSETS**

- 38.1 Unless specified in Schedules C and D, the Provider cannot purchase Assets valued more than \$5,000.
- 38.2 Where the Provider is funded for the purchase of Assets valued more than \$5,000, as outlined in Schedules C and D, the Provider must record in a register the details of the Assets purchased.
- 38.3 The register shall contain the following information:
- (a) model, engine or stock number and description;
  - (b) date of purchase and the name of the supplier;
  - (c) purchase/acquisition price;
  - (d) depreciation rate (prime cost or diminishing value) as provided under relevant sections of the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997*;
  - (e) the effective/useful life of the Asset; and
  - (f) written down value/book value or adjustable value.
- 38.4 The Provider must use the Assets for or in connection with the provision of the Services and



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for no other purpose.

- 38.5 The Provider must:
- (a) maintain all Assets in good order and condition (including carrying out or arranging for any maintenance or repairs to keep the Asset in working order);
  - (b) take all reasonable steps to protect Assets against damage or theft; and
  - (c) take out and maintain insurance in relation to all Assets during the term of this Agreement.
- 38.6 The Provider must not sell, lease, mortgage, encumber, dispose of, give away or destroy any Assets without the prior written consent of the Customer.
- 38.7 On the expiration or termination of this Agreement, the Customer requires the Provider to arrange for the return and transfer of all Assets to the Customer (including the signing of any necessary documents) and will otherwise deal with such Assets as directed by the Customer and at the Customer's cost.
- 38.8 Goods purchased on behalf of individuals and families through Funding are not recognised as departmental assets and are therefore not subject to departmental financial policies related to the management of these assets.
- 39. ACCESS**
- 39.1 The Provider must allow unrestricted access, including access to any authorised service provider's premises by the Customer's officers and agents to the Provider's land, equipment, buildings, books and records to enable the Customer to:
- (a) identify all sources of Funding made to the Provider in relation to the Services;
  - (b) carry out an audit or inspection in relation to the Services;
  - (c) review the Services being provided by the Subcontractor; or
  - (d) otherwise ascertain whether the terms and conditions of this Agreement are being complied with.
- 39.2 The Provider must, if requested, allow the Customer's officers or agents to attend any meetings of the Management Committee or Board of Directors of the Provider organisation. The Customer will only remain present at any such meetings during discussion of agenda items that relate to the provision of the Services. The Customer will not have any speaking rights at any such meeting and must not interfere with the orderly progress of the meeting.
- 39.3 The Customer will give at least five (5) business days' notice to the Provider before exercising these access rights and will name any persons requested to be available for interview, unless the Customer has reasonable grounds to suspect fraud or mismanagement.
- 39.4 The Customer must co-operate with and provide whatever assistance is necessary to enable the customer to exercise its rights under clauses 39.1 and 39.2 and the Provider must not obstruct or hinder the Customer in any way.
- 39.5 The Provider acknowledges and consents to the customer accessing information about the Provider from any other government source (whether Federal, State or Local Government, or an independent statutory body created under the *Hospital and Health Boards Act 2011 (Qld)*), for the purpose of ensuring that the Provider is complying with the terms and conditions of this Agreement.

**PART A – CONDITIONS OF AGREEMENT  
(Referencing Part B – Agreement Schedules)**

**SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract will apply as applicable:

**1. AMENDMENT TO CLAUSE 29**

- 1.1 The following clause 29.1A is inserted before clause 29.1, unless nominated as not applicable in Item 29 of Schedule A:

‘29.1A The Customer may terminate the Agreement, in whole or in part, for convenience by giving 30 days’ Notice or such other reasonable period as determined by the Customer, to the Provider.’

**2. ADDITIONAL CLAUSE - PERFORMANCE GUARANTEE**

- 2.1 The Provider must, if specified in Item 27 of Schedule A, or if requested by the Customer during the Agreement Term, arrange within ten (10) Business Days from receipt of a Notice, or such other period agreed between the Parties, for a guarantor, approved by the Customer, to execute the Performance Guarantee in a form acceptable to the Customer.
- 2.2 The Performance Guarantee will be held as security for the due and proper performance of all obligations of the Provider under the Agreement.
- 2.3 All charges incurred by the Provider in obtaining, maintaining and releasing the Performance Guarantee in accordance with this clause 2 must be met by the Provider.
- 2.4 A claim by the Customer against the Provider’s Performance Guarantee in relation to the Agreement, will not release the Provider from its obligations in accordance with this clause 2.
- 2.5 The Customer and Provider may agree to release the Performance Guarantee on terms acceptable to the Customer.
- 2.6 Notwithstanding clause 2.5, upon termination of the Agreement in accordance with clause 29, the Customer will release the Performance Guarantee to the Provider where the Provider has fully performed and discharged all of its obligations under the Agreement, other than the obligations as specified in clause 33 which will survive the termination of the Agreement.

**3. FINANCIAL SECURITY**

- 3.1 The Provider must, if specified in Item 28 of Schedule A, or if requested by the Customer during the Agreement Term, provide within ten (10) Business Days from receipt of a Notice, or such other period agreed between the Parties, a Financial Security in a form acceptable to the Customer.
- 3.2 The Financial Security must be issued by an Australian domiciled bank, insurance company or other financial institution acceptable to the Customer in its entire discretion.
- 3.3 The Financial Security is to be held as security for the due and proper performance of all the obligations of the Provider under the Agreement.
- 3.4 If the Provider fails to properly perform its obligations under the Agreement and the Customer suffers loss or damage arising from, or in connection with, such failure by the Provider, the Customer will be entitled to make a claim upon and to receive payment for any or all such loss or damage (as ascertained and certified by the Customer, but subject to any limitation in clause 20 of the Conditions of Agreement) from the Financial Security. If the Financial Security is not sufficient to meet such payment, the unpaid amount may be recovered from the Provider by the Customer in any appropriate court.
- 3.5 If any claims are made upon the Financial Security at any time, the Provider must within a period not exceeding 30 days of the claim being made, reinstate the Financial Security to the level required by the Customer in accordance with clause 3.1.

**PART A – CONDITIONS OF AGREEMENT  
(Referencing Part B – Agreement Schedules)**

- 3.6 The Provider must not take nor be entitled to take any action or proceeding to obtain an injunction or otherwise prevent the Customer from making a claim upon or receiving a payment from the Financial Security.
- 3.7 The Provider agrees that the Customer, whilst exercising its rights in accordance with this clause, will have no liability to the Provider of any nature (whether in negligence or otherwise) for any loss or damage suffered or incurred by the Provider.
- 3.8 The Customer will release the Financial Security requested in accordance with clause 3.1 to the Provider (or to whom the Provider directs) where:
- (a) the Provider has fully performed and discharged all of its obligations under the Agreement (other than the obligations as specified in clause 33, which will survive the termination of the Agreement); and
  - (b) in the reasonable opinion of the Customer, there is no prospect that money or damages will become owing (whether actually or contingently) by the Provider to the Customer.
- 3.9 All charges incurred by the Provider in obtaining, maintaining and releasing the Financial Security in accordance with this clause 3 must be met by the Provider.
- 3.10 If the moneys payable to the Provider under clause 3.8 are insufficient to discharge the liability of the Provider to pay such sum to the Customer, the Customer may have recourse to any Financial Security provided in accordance with this clause.

**4. QUALITY ASSURANCE**

- 4.1 Of the following clauses clause 4A will automatically apply unless nominated as not applicable in Item 24 Schedule A, in which case the clauses set out in 4B will apply.

**4A. Quality Assurance**

- 4A.1 The Provider must have in place a certified quality assurance system based on Australian Standard AS/NZS/ISO 9001:2010 or an equivalent standard approved in writing by the Customer.
- 4A.2 Where the quality assurance system is based on a quality system standard other than Australian Standard AS/NZS/ISO 9001:2010, it is the responsibility of the Provider to prove to the Customer's satisfaction that it is equivalent.

**4B Quality Assurance**

- 4.2 Where the above clause 38.1 is nominated as not applicable, the following Clause 4B will apply:
- 4B.1 For this Agreement a certified quality assurance system based on Australian Standard AS/NZS/ISO 9001:2010 or an equivalent standard is a highly desirable but not mandatory requirement.
- 4B.2 Where the quality assurance system offered is based on a quality system standard other than Australian Standard AS/NZS/ISO 9001:2010, it is the responsibility of the Provider to prove to the Customer's satisfaction that it is equivalent.

**5. Special Service Conditions**

- 5.1 Pursuant to Clause 39, Aftercare consents to the Customer and West Moreton Hospital and Health Service (HHS) clinical staff accessing Aftercare premises to support the Services during the Term of the Agreement. The Customer and West Moreton HHS (Mental Health and Specialised Services) will:

**PART A – CONDITIONS OF AGREEMENT  
(Referencing Part B – Agreement Schedules)**

- (a) identify staff member/s and advise Aftercare by Friday 7 February 2014.
  - (b) advise Aftercare of any change/s to staff during the Term of the Agreement
- 5.1 Aftercare, together with the Customer and the West Moreton HHS (Mental Health and Specialised Services) will establish the Governance Committee and Terms of Reference by **Friday 21 February 2014** which will also include representatives from the following:
- (a) Child and Family Therapy Unit, Children's Health Queensland HHS
  - (b) Mental Health Alcohol and Other Drugs Branch, Department of Health

# Statewide Assessment Panel Protocol

## 1. Panel operations

The statewide subacute beds form part of an integrated continuum of care for young people requiring extended mental health treatment and rehabilitation in Queensland.

The statewide subacute beds provide medium-term, developmentally-appropriate, hospital-based treatment and rehabilitation services in a safe and structured environment for young people aged 13 to 18 with severe or complex symptoms of mental illness that precludes them receiving treatment in a less restrictive environment.

A range of individual, group, and family-based assessment, treatment and rehabilitation programs will be offered, aimed to treat mental illness, reduce emotional distress, and promote functioning and wellbeing within the community. This will include recovery-orientated treatment and discharge planning that will assist progression in developmental tasks that may have been arrested secondary to the mental illness, and support the safe transition of the young person to more functional or independent living on discharge.

A key function of the statewide subacute beds is to build upon the existing comprehensive assessment of the young person, utilising the previous treatment history obtained from previous service providers and carers. A comprehensive family assessment, completed within four weeks of admission into the Unit, will form part of the treatment plan. Access to schooling will be provided within the hospital campus.

As a statewide service, a strong emphasis is placed on the development of cross-sector partnerships, working with other key service providers in the community to facilitate joint, assertive management and discharge planning for the young person.

It is anticipated that the majority of patients accepted into the subacute beds will be current patients of an acute adolescent inpatient unit.

The Statewide Assessment Panel will work with referral parties to prioritise and triage new referrals into the subacute beds. The Panel will also have oversight of case review for existing subacute patients who may require an extension to their stay.

### 1.1. Principles of the Panel

- Service responses are based on the goal of the best outcomes for the young person
- Consumer and family/care giver participation is encouraged
- Young people are considered in their social and culture context and, whenever possible, interventions will focus on developing supportive social environments and facilitating young people to access and integrate with existing community educational, vocational, recreational and other relevant programs.
- The views of the young person and their family must be considered

## 1.2. Panel members

### Core panel members

The core members of the panel are:

Medical Director	CYMHS, CHQ HHS	Co-Chair
Executive Director	Mater Child and Youth Mental Health Service	Co-Chair
Team Leader Inpatient Unit	Mater Child and Youth Mental Health Service	
Northern Cluster Representative		
Southern Cluster Representative		

A dedicated Secretariat will be appointed to the Statewide Assessment Panel.

Key stakeholders, such as the Primary Service Provider (PSP) and other mental health service provider/s, will be invited as relevant to individual consumer cases under review.

In recognition of the inter-related nature of a young person's education, mental health and behaviour, other agency representatives (such as a Department of Education, Training and Employment; Department of Housing; and Department of Communities, Disability and Child Safety) may also be invited to attend the panel, as required, to discuss particular consumer cases.

### Quorum

The quorum for the panel consists of the Medical Director, CYMHS, CHQ HHS, and the Executive Director, Mater Child and Youth Mental Health Service (or their direct delegate/s) plus one other panel member.

If any of these members (or their direct delegate/s) is not present for a panel meeting, a quorum will not be achieved and the meeting cannot proceed. Alternative arrangements for the panel meeting would then need to be made.

### Invited parties

When the panel believes a key stakeholder (e.g. Principle Service Provider) is required to attend a panel meeting to discuss a specific young person, an invitation will be sent. If the stakeholder is unable to attend the meeting in person, they will be invited to provide advice or information on the consumer for the panel's consideration, e.g. through e-mail, phone, or video conference.

## 1.3. Coordination of panel meetings

To promote efficiency, effectiveness, and benchmarking opportunities, panel processes must be clear, documented, and consistent with best practice.

The Chair position will be jointly held by the Medical Director, CYMHS, CHQ HHS, and the Executive Director, Mater Child and Youth Mental Health Service, or their delegate/s.

Other matters related to the coordination of panel meetings, such as the venue for meetings, time allocation, and arranging invitations to panel meetings for invited stakeholders, are the responsibility of the Secretariat of the panel. This will be achieved through the use of minutes, with clear action statements outlining responsibilities and timeframes.

## 1.4. Administration support to the panel

Secretariat support for the panel will be provided by CYMHS, CHQ HHS, on a recurrent basis.

The role of the Secretariat includes:

- Assist with the coordination of panel meetings, and organise and distribute the agenda and associated documents e.g. new referrals, consumer reviews, case closure, etc.
- Assist with appropriate photocopying of referral information and documents to assist with panel deliberations.
- Ensure that all original panel information and minutes are recorded and distributed to appropriate parties, and stored on the appropriate record and filing system.
- Ensure that all original consumer forms and information are stored on the appropriate record.
- Maintain reporting and data collection activities for the panel.

## 1.5. Panel meetings

The Panel will convene on a monthly basis (refer to the [Statewide Assessment Panel Meeting Schedule](#)).

The agenda for panel meetings will be coordinated and set in advance of panel meeting dates (refer to **Statewide Assessment Panel Agenda** template).

Tasks that need to be carried out by respective agencies in between panel meetings need to be clearly identified and communicated across agencies.

Referrals need to be received by the Secretariat at least 10 working days prior to the panel meeting. The Panel Chair will need to ensure adequate information has been provided on the [Consumer Intake Form](#) together with a signed [Consent to Obtain/Release Information Form](#).

Panel members will receive a copy of the meeting agenda and accompanying documentation (including new referrals, reports, and plans for existing referrals) at least 5 working days in advance of the panel meeting.

The recommended format for panel meetings is as follows:

- Previous Business
- Review of monthly Consumer Summary Report
- Review of Consumer Stay Extensions
- Review of Consumer Exits
- New Referrals (intake and prioritisation)
- Panel Process Issues
- Other Business

The chairperson is responsible for ensuring panel meetings are:

- Effectively time managed and all agenda items are tabled
- Effectively facilitated so that relevant information and discussion points are elicited to ensure that the panel can attend to their business.

Panel discussions will be recorded in the panel minutes (refer to **Statewide Assessment Panel Minutes** template). Panel decisions regarding a new referral will be recorded on the Consumer

Intake Form in CIMHA, and on the monthly **Consumer Summary Report**. Any subsequent discussions regarding the young person will also be recorded on these forms.

The Secretariat must ensure copies of the **Consumer Intake Form** are provided to appropriate stakeholders within 5 working days of the decision being made. It is the responsibility of the Chair, with input from other panel members, to ensure that the records are accurate and reflect the intent of the discussion.

If there is a dispute regarding panel decisions, the matter may be raised jointly to the Chief Executives of CHQ HHS and Mater Health Services.

## 1.6. Principles for panel decision-making

Panel discussions will be recorded in the minutes of the meeting, on the Consumer Intake Form, and on the Consumer Summary Report.

Prioritisation of consumers for referral will be based on clinical grounds and the decision points will be clearly documented and discussed with referring services.

Where the panel does not recommend intake into a statewide subacute bed, the panel discussions should aim at developing alternative options for treatment. These options should also be recorded on the Consumer Intake Form.

## 1.7. Confidentiality and Privacy

Information raised and discussed at panel meetings will be treated with utmost care and sensitivity, and with the highest regard in respect of confidentiality and privacy. All staff participating in panel discussions should also be aware of professional and organisational ethical and legislative requirements in relation to privacy and confidentiality, including employee requirements and obligations set out in various departmental codes of conduct.

All forms which collect information for the purpose of referrals into the statewide subacute beds will comply with the Information Privacy Principles contained in the *Information Privacy Act 2009* and feature privacy notices.

All contracted service providers are required to be contractually bound to comply with the Information Privacy Principles prior to the exchange of information.



## 2. Referral

The referral process for the statewide subacute beds will operate in a manner that ensures young people referred are responded to in a timely way.

### 2.1. Eligibility criteria

A young person **may be eligible** for a statewide subacute bed if they:

- Are aged between 13 and 18 years of age, with flexibility in upper age limit depending on presenting issue and developmental age.
- Present with severe or complex mental health problems.
- Are likely to benefit from an extended treatment and rehabilitation model of care in a hospital-based subacute bed.

A young person will **not be eligible** for a statewide subacute bed if they:

- Could be managed in a less restrictive setting.
- Primarily need support with substance misuse issues.
- Their primary problem to be addressed is accommodation.

### 2.2. Referral Process

The PSP completes a [Consumer Intake Form](#) on CIMHA, which needs to include:

- Reason for Referral:
  - An up-to-date mental state examination and clinical formulation
  - A clear description of why an admission to a statewide subacute bed is sought at this time, including specific goals for the consumer. Include, where available, input from other CYMHS services that demonstrate the need for more intensive bed-based interventions.
- Relevant History:
  - History of the presenting mental health issues
  - A brief summary of treatment to date
- Practical Issues:
  - Current living situation
  - Education, vocation, and /or employment status
  - Finances
  - Family supports and ability of family to travel to Brisbane for a comprehensive family assessment.
- As the statewide subacute bed service is a non-acute service, the *Response Category* and *Timeframe for Assessment* sections are not applicable.
- Information is to be delivered by email

The PSP also needs to ensure that a [Consent to Obtain/Release Information Form](#) has been signed by the young person; or a [Consent to Obtain/Release Information Form](#) has been signed by their parent/guardian.

Once complete, forms are to be emailed to the Secretariat at least 10 days prior to the next scheduled panel meeting (email: [REDACTED])

The PSP will receive an acknowledgement of their referral and the date of the panel meeting when their referral will be considered by the panel.

### **2.3. Panel discussion of referral**

Once a referral has been received, and the consumer listed on the agenda for the next panel meeting, the PSP for the consumer, or their delegate, will be invited to attend the panel meeting to discuss the referral and provide additional information as required.

Panel members are likely to raise questions about the referral to ensure appropriateness (that eligibility criteria have been met and that other service options have been explored). Additional information may be sought to enable the panel to make their prioritisation decisions.

The panel will also enquire as to how the referring PSP, and the consumer's local CYMHS team, intends to remain engaged with the consumer prior, during, and post admission, if accepted.

### **3. Intake and prioritisation**

#### **3.1. Response to referrals**

The Secretariat will be responsible for informing the PSP of the outcome of the panel discussion and decision regarding the referral, and distributing the updated Consumer Intake Form within 5 working days of the decision. The original will be retained on the panel file and on the consumer's case file in CIMHA.

#### **3.2. Response to referrals that are recommended for other service options**

If the decision by the panel does not recommend intake of the young person into a statewide subacute bed, it is the responsibility of the panel to provide the reasons supporting this decision on the Consumer Intake Form (e.g. referral does not meet access criteria for statewide subacute bed, or other service agencies are better placed to respond to the needs outlined in the referral).

In this circumstance, the panel will recommend alternative services to support the young person and their families/carers. Panel members will consider how they may assist with the referral to alternative services.

#### **3.3. Response to referrals that meet eligibility but statewide subacute beds are at capacity**

If the panel determines a new referral meets the eligibility criteria but the statewide subacute beds are at capacity, the panel will recommend alternative services to meet the young person's therapeutic or behavioural support needs, until such time that a place becomes available and where placement is still required.

The referral will be noted in the monthly Consumer Summary Report for review at subsequent panel meetings, to reconfirm placement need and any changes in priorities.

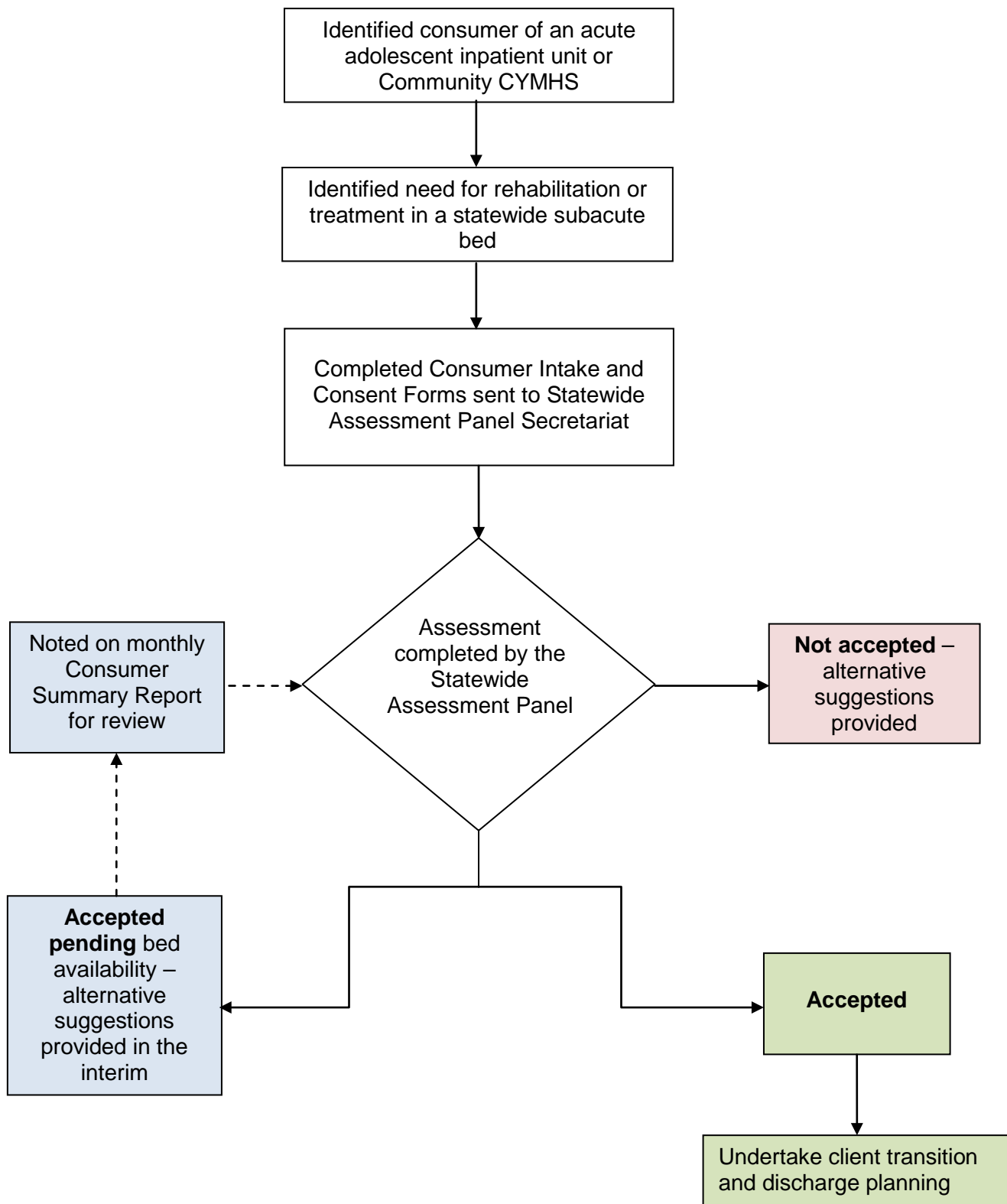
Panel members should not provide an ongoing advisory or consultancy role for referrals that are not accepted into the statewide subacute beds.

#### **3.4. Information collection, storage and data management**

Consumer Intake and Consent Forms, any accompanying information, and the Consumer Summary Report will be kept on panel files with a copy placed on the consumer's case file in CIMHA.

If invited parties to the panel meeting (e.g. PSP, agency representatives, etc.) are not listed as agencies with responsibilities in relation to recommendations for therapeutic or behaviour support services, these invited parties should pass all case documentation to the Secretariat at the conclusion of a case discussion so that information no longer required can be destroyed. This step will ensure that only relevant services involved with the young person maintain records relevant to that young person.

## Referral Process into Statewide Subacute Beds



## Secretariat Process for Panel

- PSP sends referral via email to [REDACTED]
- Secretariat confirms a completed Consumer Intake Form and signed Consent Form are attached
- Secretariat forwards email onto Panel Chairs, or their delegate, for review
- Panel Chairs confirm sufficient information is provided for panel assessment
- Secretariat adds referral to next agenda (if within 10 days)
- Secretariat contacts PSP to confirm panel meeting date for new referral assessment and invites PSP, or their delegate, to attend
- Secretariat circulates agenda, previous minutes, Consumer Summary Report and any new referral documentation to panel members 5 days prior to scheduled meeting
- Secretariat sends email reminder to all invitees 2 days prior to scheduled meeting
- Secretariat minutes meeting of the Panel and updates the Consumer Summary Report
- Secretariat updates Consumer Intake Forms with recommendations from the Panel (under Plan section of the Form)
- Secretariat disposes of any consumer information no longer required by panel attendees using departmental secure document disposal process
- Within 5 working days of the meeting, Secretariat finalises minutes and circulates meeting documentation to Panel and attendees, as appropriate.

## Statewide Assessment Panel Meeting Schedule

- XX January 201X
- XX February 201X
- XX March 201X
- XX April 201X
- XX May 201X
- XX June 201X
- XX July 201X
- XX August 201X
- XX September 201X
- XX October 201X
- XX November 201X
- XX December 201X

## Panel Agenda

### Statewide Assessment Panel

<b>Date:</b>	
<b>Time:</b>	
<b>Venue:</b>	
<b>Video/ Teleconference Details:</b>	Dial In: Participant: Moderator:

<b>Chair/s:</b>		Medical Director, Mater Child and Youth Mental Health Service Executive Director,
<b>Secretariat:</b>		Administration Officer, Statewide Assessment Panel, CYMHS, CHQ HHS
<b>Attendees:</b>		Team Leader Inpatient Unit, Mater Child and Youth Mental Health Service
		Northern Cluster Representative
		Southern Cluster Representative
<b>Apologies:</b>		
<b>Guests:</b>		

Item no	Item	Action Officer
<b>1.</b>	<b>Meeting Opening</b>	
1.1	Welcome and Apologies	Chair
1.2	Statement of Conflict/Interest	Chair
1.3	Confirmation of Minutes from the previous meeting ( <i>attached</i> )	Chair
<b>2.0</b>	<b>Previous Business</b>	
2.1	•	
<b>3.0</b>	<b>Monthly Consumer Summary Report</b>	
3.1	•	
<b>4.0</b>	<b>Consumer Stay Extensions</b>	
4.1	•	
<b>5.0</b>	<b>Consumer Exits</b>	
5.1	•	
<b>6.0</b>	<b>New Referrals</b>	
6.1	•	
<b>7.0</b>	<b>Panel Process Issues</b>	
7.1	•	
<b>8.0</b>	<b>Other Business</b>	
8.1	•	
	<b>Next Meeting</b>	

**Date:**

**Time:**

**Venue:**

# Panel Minutes

## Statewide Assessment Panel

<b>Date:</b>		<b>Time:</b>		<b>Venue:</b>	
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<b>Chair:</b>	Medical Director, Mater Child and Youth Mental Health Service Executive Director,
<b>Secretariat:</b>	Administration Officer, Statewide Assessment Panel, CYMHS, CHQ HHS
<b>Attendees:</b>	Team Leader Inpatient Unit, Mater Child and Youth Mental Health Service Northern Cluster Representative Southern Cluster Representative
<b>Apologies:</b>	
<b>Guests:</b>	

Item No	Topic	Action	Comm'ee member	Due date
<b>1.</b>	<b>Meeting opening</b>			
1.1	Welcome and Apologies			
1.2	Statement of Conflict/Interest			
1.3	Confirmation of Minutes			
<b>2.</b>	<b>Previous Business</b>			
2.1	•			
<b>3.</b>	<b>Monthly Consumer Summary Report</b>			
3.1	•			
<b>4.</b>	<b>Consumer Stay Extensions</b>			
4.1	•			
<b>5.</b>	<b>Consumer Exits</b>			
5.1	•			
<b>6.</b>	<b>New Referrals</b>			
6.1	•			
<b>7.</b>	<b>Panel Process Issues</b>			
7.1	•			
<b>8.</b>	<b>Other Business</b>			
8.1	•			
<b>Next meeting:</b>				

## Consumer Summary Report Statewide Assessment Panel

Name	Referring PSP	Date of Referral	Status	Priority, if pending	Planned Exit Date	Extension
			Accepted / Pending / Declined / Exited			



**AGREEMENT**  
**FOR THE PROVISION OF SERVICES**  
between  
**THE CUSTOMER**  
and  
**THE PROVIDER**

**(Part B – Agreement Schedules)**

## Schedule A

No.	Part A Reference Clause No.	Agreement – Reference Clause	Details	
1.	1.1	Customer	Name:	Children's Health Queensland Hospital and Health Service (CHQ HHS)
			ABN/ACN:	62 254 746 464
			Address:	Level 1, North Tower Royal Children's Hospital Herston QLD 4029
2.	1.1 & 5	Customer's Authorised Officer	Name:	Ms Judi Krause  Dr Stephen Stathis
			Position:	JK: Divisional Director, Child and Youth Mental Health Service (CYMHS), CHQ HHS  SS: Medical Director, CYMHS, CHQ HHS
			Telephone:	[REDACTED]
			Facsimile:	
			Email:	[REDACTED]
3.	1.1	Provider	Name:	Mater to complete
			ABN/ACN:	
			Address:	
			Telephone:	
			Facsimile:	
			Email:	
4.	1.1	Provider's Authorised Officer	Name:	Mater to complete
			Position:	
			Telephone:	
			Facsimile:	
			Email:	
5.	1.1 & 3	Commencement Date	1 <sup>st</sup> March 2014	
6.	1.1 & 3	Completion Date	30 November 2014	

7.	1.1	Delivery Date/Period	The service will be delivered in a professional and competent manner throughout duration of the term.	
8.	1.1 & 3	Term	Term:	The period of time elapsing between the Commencement Date until Completion Date.
			Optional Extension Period:	
9.	1.1 & 9	Performance of Key Personnel	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
		Are Key Personnel associated with the Agreement?	Name:	
			Qualifications:	
10.	1.1	Site	Mater to complete	
11.	6 & 7	Provision of the Services	The Provider agrees to provide the services in a professional and competent manner, and in accordance with the Conditions of this Agreement and these Agreement Schedules.	
12.		<i>Deliberately blank</i>	<i>Deliberately blank</i>	
13.	6.6	Provision of the Services – Key Performance Indicators (KPIs) or performance standards	<p>KPIs for the Partnership</p> <ul style="list-style-type: none"> <li>Participation on Statewide Assessment Panel for referral into subacute beds.</li> <li>Timeliness of risk and issue resolution – maximum of 4 weeks to resolution.</li> <li>Number of referrals received and number of referrals accepted</li> <li>Delivery of monthly activity reporting/quarterly KPI performance reporting.</li> </ul> <p>KPIs for Statewide Subacute Beds:</p> <ul style="list-style-type: none"> <li>Comprehensive family assessment completed within four weeks of admission</li> <li>ALOS within timeframes outline in Schedule D: Statewide Subacute Beds Model of Service Delivery</li> <li>End of episode discharge summary recorded within 48 hours</li> <li>Rate of 1-7 day post discharge community contact is 100%</li> <li>28 day mental health readmission rate below 10%</li> </ul>	
14.	6.5	Provision of the Services - Assistance to be provided by the Customer	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> As per Schedule D: Statewide Subacute Beds Model of Service Delivery	
15.	1.1 & 16	Intellectual Property Rights in New Agreement Material Clause 16.3 applies:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
16.	1.1 & 16	Moral Rights	Not Applicable	
17.	17	Confidentiality Is the Service Provider required to obtain from its officers, employees, agents and sub-contractors an executed deed of confidentiality?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

18.	1.1 & 18	<b>Privacy &amp; Personal Information</b>  Is the Provider required to obtain from its officers, employees and sub-contractors an executed deed of privacy?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
19.	22.1(b)	<b>Insurance – Public Liability</b>  Is Public Liability insurance required?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If "YES" then please specify the following: Sum Insured: <b>Mater to complete</b> Policy No.: <b>Mater to complete</b> Insurance Provider: <b>Mater to complete</b> Named Insured: <b>Mater to complete</b> Expiry Date of Policy: <b>Mater to complete</b>
20.	22.1(c)	<b>Insurance - Professional indemnity</b>  Is Professional Indemnity Insurance required?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If "YES" then please specify the following: Sum Insured: <b>Mater to complete</b> Policy No.: <b>Mater to complete</b> Insurance Provider: <b>Mater to complete</b> Named Insured: <b>Mater to complete</b> Expiry Date of Policy: <b>Mater to complete</b>
21.	22.1 (c)	Is the Professional Indemnity insurance to be maintained for an alternative period? (i.e. other than seven years after the latter of an Agreement Completion Date or termination of a contract)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Alternative Period:
22.	22.3	Is the Service Provider a member of a scheme approved under the <i>Professional Standards Act 2004</i> (Qld)?  <i>(If "YES" please specify and attach a copy of the applicable scheme).</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, specify the amount of Professional Indemnity Insurance Provided <b>Mater to complete</b>
23.	22.1(d)	<b>Insurance - Other insurances</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "YES" then please specify the following:

		Is other insurance required?	Type of insurance:	
			Sum Insured:	
			Policy No.:	
			Insurance Provider:	
			Named Insured:	
			Expiry Date of Policy:	
24	4 of the Special Conditions	<b>Quality Assurance</b>	Clause 4A of the Special Conditions in Part A will be applicable unless the form field below is marked with an "X" in which case clause 4B of the Special Conditions in Part A will apply:	
			Not Applicable <input checked="" type="checkbox"/>	
			Certificate Number:	
			Period:	
			Name of Certifying Party:	
			Address:	
25	1.1 & 30.1(a)	<b>Notices – Customer's address for Notices</b>	Facsimile No:	
			Email Address:	
			Address:	P.O. BOX 1507 Fortitude Valley QLD 4006
26	1.1 & 30.1(b)	<b>Notice - Provider's address for Notices</b>	Facsimile No:	Mater to complete
			Email Address:	Mater to complete
			Address:	Mater to complete
27	1.1 & clause 2 of the Special Conditions	<b>Performance Guarantee</b>	Date:	
		Is a Performance Guarantee required under the Agreement?	Name of Guarantor:	
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Not required.	
28	1.1 & clause 3 of the Special Conditions	<b>Financial Security</b>	Amount:	
		Is a Financial Security required under the Agreement?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

29	Clause 1 of the Special Conditions	<b>Termination via Notice</b> Is termination via notice not applicable?	<b>Not Applicable</b> <input type="checkbox"/>
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## Schedule B – Specification

### 1. Background

- 1.1. The statewide subacute beds form part of an integrated continuum of care for young people requiring extended mental health treatment and rehabilitation in Queensland.
- 1.2. The statewide subacute beds provide medium-term, developmentally-appropriate, hospital-based treatment and rehabilitation services in a safe and structured environment for young people with severe or complex symptoms of mental illness that precludes them from receiving treatment in a less restrictive environment.
- 1.3. A range of individual, group, and family-based assessment, treatment and rehabilitation programs will be offered with the aim to treat mental illness, reduce emotional distress, and promote functioning and wellbeing within the community. This will include recovery-orientated treatment and discharge planning that will assist progression in developmental tasks that may have been arrested secondary to the mental illness, and support the safe transition of the young person to more functional or independent living on discharge.
- 1.4. The target group for this service is young people (13 to 18 years) with a diagnosis of schizophrenia or other psychotic illness, severe mood disorder, or complex trauma with significant deficits in psychosocial functioning. Other diagnostic profiles would include young people presenting with marked social avoidance or severely disorganised behaviour characterised by impaired impulse control, emerging personality vulnerabilities, risk of self harm, or difficulties managing activities of daily living. Many will experience chronic family dysfunction, which serves to exacerbate the severity and persistence of the disorder and associated disabilities.
- 1.5. A key function of the statewide subacute beds is to build upon the existing comprehensive assessment of the young person, utilising the previous treatment history obtained from previous service providers and carers.
- 1.6. A comprehensive family assessment, completed within four weeks of admission, will form part of the treatment plan.
- 1.7. Access to schooling will be provided within the hospital campus.
- 1.8. As a statewide service, a strong emphasis is placed on the development of cross-sector partnerships, working with other key service providers in the community to facilitate joint, assertive management and discharge planning for the young person.

### 2. Purpose

- 2.1. The aim of this Service Agreement is to ensure that the care of subacute consumers, under the operational governance of the Hospital and Health Service, is developed and delivered in partnership with CHQ HHS through reciprocal, appropriate and timely engagement and communication. The shared-care model of service planning and provision needs to be sustainable and ultimately provide a better service for consumers and their families.
- 2.2. This Service Agreement also serves to highlight the responsibility of the Customer and the Provider to establish and adhere to agreed principles.
- 2.3. The Customer will retain statewide governance and funding for this service in accordance with CHQ's statewide remit.
- 2.4. The Provider will maintain operational governance over the delivery of the service within their catchment and the mental health clinicians delivering that service.
- 2.5. The Service Agreement is underpinned by the Clinical Services Capability Framework version 3.1 for Children's Services. The Framework recognises that young people require distinct and tailored health services providing care and treatment that is safe and suited to their age and stage of development. It is clearly recognised that the medical, therapeutic, developmental, social and psychosocial needs of young people requiring health services differ from those of adults.

### 3. Requirements

- 3.1. The Provider must:
  - 3.1.1. Ensure services are delivered in accordance with Schedule D: Statewide Subacute Beds Model of Service Delivery.
  - 3.1.2. Maintain dedicated subacute beds, as defined by this Service Agreement, for the duration of the Service Agreement.
  - 3.1.3. Recruit to positions as identified in Section E: Statewide Subacute Beds – Staffing and Budget.
  - 3.1.4. Allocate an appropriate workspace, equipment, and adequate resources for the subacute beds.
  - 3.1.5. Provide administrative and management support for the subacute beds.
  - 3.1.6. Capture all subacute bed service on CIMHA.

### 4. Qualifications, admissions and memberships

#### Part B – Agreement Schedules

4.1.1. The Provider warrants that it has accreditation that meets industry requirements.

**5. Tasks**

5.1. As per Schedule D: statewide Subacute Inpatient Unit Model of Service Delivery.

**6. Skills transfer**

6.1. The Provider will use its best endeavours to impart skills to and instruct the Customer's employees with whom the Provider has contact in the performance of the Services, with a view to increasing and consolidating the skills base within the Customer.

**7. Meeting requirements**

7.1. The Provider's Authorised Officer must attend service review meetings on an ad hoc basis upon request by CHQ HHS.

**8. Reporting requirements**

8.1. The Provider must provide the following reports to the Customer:

8.1.1. Monthly Activity Reports within 10 working days of month's end

8.1.2. Quarterly KPIs stipulated in Schedule A Item 13



## Schedule C – Pricing

### Item 1 – Description of Prices

Description – Subacute Inpatient Unit	Offer Price, up to the amount of (excl. GST)
Statewide subacute beds operational costs – as per the budget in Schedule E.	\$153,625
<b>Total</b>	<b>\$153,625</b>

### Item 2 - Approved Expenses

As per the budget in Schedule E.
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### Item 3 – Times and Methods for Payment

Description	Detail
Times for submission of Invoices and amounts for milestone payments if applicable.	The Mater is to invoice Children's Health Queensland Hospital and Health Service in arrears on a monthly basis.
Payment methods acceptable to the Service Provider (e.g. cheque, electronic funds transfer, etc).	Electronic funds transfer
Restrictions to apply on the above methods of payment.	N/A

### Item 4 - Price Variations

Nil
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## Schedule D – Statewide Subacute Beds Model of Service

<b>MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS</b>	
<b>What does the service intend to achieve?</b> (Key functions – description)	<p>The statewide subacute beds (SSB) form part of a continuum of care for adolescents requiring extended mental health treatment and rehabilitation in Queensland.</p> <p>As a statewide subacute service, the SSB will provide medium-term, intensive, hospital-based treatment and rehabilitation services in a safe, structured environment for young people with severe or complex symptoms of mental illness and associated significant disturbance in behaviour that precludes them receiving treatment in a less restrictive environment.</p> <p>A range of individual, group and family-based assessment, treatment and rehabilitation programs will be offered, aimed to treat mental illness, reduce emotional distress, and promote functioning and wellbeing within the community. This will include recovery-orientated treatment and discharge planning that will support the safe transition to more functional or independent living.</p> <p>The service will meet and exceed National Standards for Mental Health Services and the Equip National Safety Standards.</p>
<b>Who the service is for?</b> (Target group)	<p>Diagnostic Profile: Young people aged 13-18 with a diagnosis of schizophrenia or other psychotic illness, severe mood disorder, or complex trauma with significant deficits in psychosocial functioning. Other diagnostic profiles would include adolescents presenting with marked social avoidance or severely disorganised behaviour characterised by impaired impulse control, emerging personality vulnerabilities, risk of self-harm, or difficulties managing activities of daily living. Many will experience chronic family dysfunction, which serves to exacerbate the severity and persistence of the disorder and associated disabilities.</p>
<p><b>What does the service do?</b></p> <p><b>The key functions:</b></p> <ul style="list-style-type: none"> <li>• Build upon existing comprehensive assessment of the adolescent (utilising the thorough treatment history obtained from service providers and carers) to assess the likelihood of therapeutic gains by attending the SSB.</li> <li>• Provide individually tailored evidence-informed treatment interventions to alleviate or treat distressing symptoms and promote recovery.</li> <li>• Provide a range of interventions to assist progression in developmental tasks which may be arrested secondary to the mental illness.</li> <li>• Provide a 3 - 6 month targeted and phased treatment program that will ultimately assist recovery and reintegration back into the community.</li> </ul> <p>Treatment programs will include an extensive range of therapeutic, educational/vocational interventions and comprehensive activities to assist in the development and recovery of the adolescent. The program will follow structured phases incorporating assessment, establishment of therapeutic alliances, development of realistic therapeutic goals, treatment, and assertive discharge planning to facilitate reintegration back to community-based treatment.</p> <p><b>Programs will include:</b></p> <ul style="list-style-type: none"> <li>• Phased treatment programs that are developed in partnership with adolescents and, where appropriate, their parents or carers.</li> <li>• A comprehensive family assessment completed within the first 4 weeks of admission.</li> <li>• Targeted treatment incorporating a range of therapeutic interventions delivered by appropriately trained staff.</li> </ul>	

<b>MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS</b>	
<ul style="list-style-type: none"> <li>• Access to schooling within the hospital campus.</li> <li>• Access to Indigenous and transcultural support services.</li> <li>• 24-hour inpatient care for adolescents in a safe, structured, highly supervised, and supportive environment.</li> <li>• Flexible and targeted programs that can be delivered in a range of contexts including individual, family, group, school, and community.</li> <li>• Assertive discharge planning to integrate the adolescent back into their community of choice, including appropriate local mental health treatment, education or vocational services, and accommodation.</li> </ul>	
<b>Referral /Access</b>	<ul style="list-style-type: none"> <li>• Referral to the SSBs will be through the Statewide Assessment Panel.</li> <li>• On acceptance, the adolescent will be assigned a Case Manager, who will be responsible for organising admission and ongoing liaison with the referring HHS.</li> <li>• Responsibility for the clinical care of the adolescent remains with the referring HHS until the adolescent is admitted to the SSB. It is anticipated that adolescents will also remain actively engaged with local mental health and other support services prior to, and during the course of, their admission into the SSB.</li> <li>• Priorities for admission will be determined on the basis of levels of acuity, the risk of deterioration, the current mix of admitted adolescents, the potential impact on the adolescent and others, length of time on the waiting list, and age at time of referral.</li> <li>• A pre-admission assessment of the adolescent and family (if appropriate) will be incorporated into the referral process. This may be done in person or via videoconference. The pre-admission assessment enables the adolescent and parents/carers to meet staff and negotiate their expectations regarding treatment and discharge planning. It also allows further determination of the potential for therapeutic benefit from the admission, the impact of being with other adolescents, and some assessment of acuity and risk.</li> </ul>
<b>Assessment</b>	<p><b>Mental Health Assessment</b></p> <ul style="list-style-type: none"> <li>• The Case Manager will obtain a detailed assessment of the nature of mental illness, their behavioural manifestations, impact on function and development, and the course of the mental illness. This assessment will begin with the referral and continues throughout the admission.</li> </ul> <p><b>Family/Carer Assessment</b></p> <ul style="list-style-type: none"> <li>• A Family Assessment is considered essential. The Case Manager will obtain a detailed history of family structure and dynamics, or a history of care if the adolescent is in care. This process will begin with the referral and continues throughout the admission.</li> <li>• It is expected that the family will be available to complete a comprehensive family assessment and that parents/carers will be involved in the mental health care of the adolescent as much as possible. A significant effort will be made to support the involvement of parents/ carers. As part of this comprehensive assessment, families will be expected to travel to Brisbane for up to a week. The cost of transport, accommodation, meals, and incidentals will be covered by the referring HHS.</li> <li>• If parent/carers mental health needs are identified, the Case Manager will attempt to meet these needs and, if necessary, refer to an adult mental health service or other appropriate supports.</li> </ul> <p><b>Developmental/Educational</b></p> <ul style="list-style-type: none"> <li>• School-based interventions, to promote learning, educational or vocational goals, and life skills, are a key feature of the assessment process and treatment plan. Access to on-site schooling will be available to all inpatients.</li> </ul>

<b>MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS</b>	
	<ul style="list-style-type: none"> <li>• The Case Manager will obtain a comprehensive understanding of any developmental, cognitive, speech and language, or learning disorders and their impact on the adolescent’s mental health and schooling. This process begins with available information on referral and during admission.</li> </ul> <p><b>Physical Health</b></p> <ul style="list-style-type: none"> <li>• Routine physical examination will occur on admission and be monitored throughout admission.</li> <li>• Appropriate investigations will be completed as necessary.</li> <li>• The SSB will have access to local tertiary paediatric consultation services if required.</li> </ul> <p><b>Risk Assessment</b></p> <ul style="list-style-type: none"> <li>• Risk assessments will be conducted on admission. Ongoing risk assessments will occur at a frequency as recommended by the treating team and updated at case review.</li> <li>• Risk assessments will be conducted in accordance with the statewide standardised clinical documentation.</li> </ul> <p><b>Alcohol and other Drugs</b></p> <ul style="list-style-type: none"> <li>• Assessments of alcohol and other drug use will be conducted during the referral process, on admission, and routinely throughout treatment.</li> <li>• There will be capacity for adolescents with substance dependence issues to detoxify on admission although this is not the primary function of admission.</li> </ul> <p><b>Child Safety</b></p> <ul style="list-style-type: none"> <li>• Child safety concerns will be addressed in accordance with legislative mandatory reporting requirements.</li> </ul>
<p><b>Recovery Planning and Clinical Interventions:</b></p> <p>* <b>Service Inclusions</b></p>	<p>All adolescents will have a designated consultant psychiatrist.</p> <p>A Recovery Plan will be developed in consultation with the adolescent and their family/carers on admission. Adolescents will have access to a range of least restrictive, therapeutic interventions determined by evidence-informed practice, and developmentally appropriate programs to optimise their rehabilitation and recovery. The adolescent’s progress against their Recovery Plan is regularly reviewed through collaboration between the treating team, the adolescent, their family/carer, the referrer/s, and other relevant agencies.</p> <p><b>Clinical Interventions will include:</b></p> <p>Behavioural and psychotherapeutic:</p> <ul style="list-style-type: none"> <li>• Individual and group-based interventions will be developed according to the adolescent’s treatment needs. This will include a range of therapeutic and supportive verbal and non-verbal modalities and frameworks.</li> </ul> <p>Family Interventions:</p> <ul style="list-style-type: none"> <li>• Supportive family interventions will be integrated into the overall therapeutic approaches to the adolescent, where possible. This will include psycho-education for the parents and carers. Where possible, family therapy will also be integrated into the overall therapeutic approaches to the adolescent during admission and as part of their discharge plan. This may include videoconference family therapy support to local mental health services.</li> </ul> <p>Tasks to Facilitate Adolescent Development and Schooling:</p> <ul style="list-style-type: none"> <li>• The SSB will offer a range of interventions to promote appropriate development in a safe and validating environment.</li> <li>• School-based interventions to promote learning, educational or vocational</li> </ul>

<b>MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS</b>	
	<p>goals, and life skills.</p> <ul style="list-style-type: none"> <li>Individual and group-based interventions to promote aspects of adolescent development, which may include local adventure-based and other recreational activities.</li> </ul> <p>Pharmacological:</p> <ul style="list-style-type: none"> <li>Administration will occur under the direction of a consultant psychiatrist.</li> <li>Regular administration and supervision of psychotropic medications will include monitoring for efficacy and adverse effects of psychotropic medications.</li> <li>Education will be given to the adolescent and parent(s)/carer about medication and potential adverse effects.</li> </ul>
<b>Clinical Intervention: * Service Exclusions</b>	<ul style="list-style-type: none"> <li>Secure forensic beds are not offered as part this service.</li> <li>It is also not anticipated that young people with a primary diagnosis of an eating disorder will be accepted into the SSB.</li> </ul>
<b>Care Co-Manager / Continuity</b>	<ul style="list-style-type: none"> <li>The Case Manager will monitor the adolescent's level of risk, mental state, and function in developmental tasks throughout admission.</li> <li>The Case Manager will act as the primary liaison person for the parent(s)/carer and external agencies on admission and during the discharge process.</li> <li>Depending on their skill set, the Case Manager will provide therapeutic input over the course of admission.</li> </ul>
<b>Discharge/Transition Planning</b>	<ul style="list-style-type: none"> <li>Discharge planning should begin at time of admission, with key stakeholders being actively involved. Discharge planning will address potential significant obstacles, such as accommodation, engagement with other child and youth mental health services, and transition to adult mental health services.</li> <li>Discharge planning will involve multifactorial components that attend to therapeutic needs, developmental tasks, and reintegration into the family if appropriate.</li> <li>The school linked to the SSB will have primary responsibility for school reintegration, and /or vocational options, and the support required during this process.</li> </ul>
<b>Frequency of activity</b>	<ul style="list-style-type: none"> <li>Access to the full multidisciplinary team will be provided weekdays during business hours.</li> <li>Nursing staff will be rostered to cover shifts 24 hours, 7 days a week.</li> <li>An on-call consultant child and adolescent psychiatrist, with Registrar support, will be available 24 hours, 7 days per week.</li> </ul>
<b>Average Length of Stay</b>	90 days with an expected maximum stay of less than 180 days.
<b>Hours of Operation</b>	24 x 7
<b>Unit Size / Facility Features</b>	Gazetted. 2 beds. Seclusion room.
<b>Staffing/Workforce</b>	<ul style="list-style-type: none"> <li>The staffing profile will incorporate the child and adolescent expertise and skills of psychiatry (consultant psychiatrist and psychiatry registrar), mental health nursing, psychology, social work, occupational therapy, speech pathology, and other specialist CYMHS staff. The registrar position will be accredited for basic or advanced training by the Royal Australian and New Zealand College of Psychiatrists.</li> <li>While there is a typical staff establishment, this may be altered according to levels of acuity and the need for specific therapeutic skills.</li> </ul>

<b>MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS</b>	
	<ul style="list-style-type: none"> <li>• Administrative support is essential for the efficient operation of the SSB.</li> <li>• All permanently appointed medical, allied health, and senior nursing staff are (or are working towards becoming) authorised mental health practitioners.</li> <li>• The effectiveness of the SSB is dependent upon an adequate number of appropriately trained clinical and non-clinical staff. The complexity of the mental health needs of children and adolescents suggests the need to provide staff with continuing education and professional development programs, clinical supervision, mentoring, and other appropriate staff support mechanisms.</li> </ul>
<b>Geographic Location</b>	The SSB will be located at the Mater, South Brisbane.
<b>Governance</b>	<ul style="list-style-type: none"> <li>• The SSB will operate under the governance of Children’s Health Queensland Hospital and Health Service (CHQ HHS), within a statewide integrated mental health service.</li> <li>• Clinical and operational governance will occur through the Executive Director, Mater Child and Youth Mental Health Service.</li> </ul>
<b>Related Services / Other Providers</b>	<p>The SSB will operate in a complex, multi-system environment. Services are integrated and co-ordinated with partnerships and linkages to other agencies and specialist mental health services for adolescents, to ensure continuity of care across the service system and through the adolescent developmental transitions. Mechanisms for joint planning, developing, and co-ordinating services are developed and maintained.</p> <p>The SSB will develop linkages with services, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Strong operational and strategic links to the CYMHS network, including community child and youth mental health services; specialist child and youth mental health services (e.g. forensic services and evolve therapeutic services); and acute child and youth mental health inpatient services;</li> <li>• Adult mental health services;</li> <li>• Alcohol, tobacco and other drug services (ATODS);</li> <li>• Medicare Locals;</li> <li>• headspace services;</li> <li>• Community pharmacies;</li> <li>• Local educational providers/schools, guidance officers, and Ed-LinQ co-ordinators;</li> <li>• Indigenous Mental Health Workers;</li> <li>• Primary health care providers and networks (including those for Aboriginal and Torres Strait Islander health), local GPs and paediatricians;</li> <li>• Private mental health service providers;</li> <li>• Child and family health and developmental services;</li> <li>• Department of Communities, Child Safety and Disability Services;</li> <li>• Youth Justice services;</li> <li>• Government and non-government community-based youth and family counselling and parent support services;</li> <li>• Housing and welfare services; and,</li> <li>• Transcultural and Aboriginal and Torres Strait Islander services.</li> </ul> <p>The SSB will monitor key performance indicators to reflect clinical best practice outcomes.</p>

**MODEL of SERVICE for the STATEWIDE SUBACUTE BEDS**

Consumers and carers will contribute to continued practice improvement through the following mechanisms:

- Participation in collaborative treatment planning
- Feedback tools (e.g. surveys, suggestion boxes)
- Inform workforce development

Consumer and carer involvement will reflect the National Mental Health Standards and the Equip National Safety Standards.

### Schedule E – Statewide Subacute Beds – Staffing and Budget

Program duration of 9 months, with each young person being admitted for a period of 3 months

**Calculation: Estimated additional cost of care to Mater as required for BAC-type Inpatients**

Items	Classification	2 Patients Admission		
		Hrs p/Wk	FTE	Cost
<b>Salaries &amp; Wages</b>				
Clinical Nurse (Case Co-ordinator)	NO6.4	38	1.00	24,711
Registered Nurse (Program Co-ordinator)	NO5.3	24	0.63	17,772 (8 Hrs p/day x 3 Days p/wk
Occupational Therapist	HP3.5	4	0.11	2,534 including Sat & Sun)
Psychiatrist (SMO Senior Specialist)	MO2.3	2	0.05	4,884
	<b>Total Salaries &amp; Wages</b>		<b>1.79</b>	<b>49,900</b>
<b>Goods &amp; Services</b>				
		<b>Est. P/Wk</b>	<b>Wks</b>	<b>Cost</b>
Recreational Activities (Base: Day Program Actuals)		57	12	684
Travel (Base: Inpatient Services Actuals)		22	12	264
Food (Group/ADL's)		30	12	360
	<b>Total Goods &amp; Services</b>			<b>1,308</b>
<b>Total additional cost per 2 Patients (3 month period)</b>				<b>51,208</b>
<b>Total cost of Program (9 month period)</b>				<b>153,625</b>



The Parties to this Agreement have executed the Agreement on the dates set out below.

EXECUTED AS AN AGREEMENT )  
 )  
 EXECUTION BY CUSTOMER: )  
 )  
 Signed )  
 for and on behalf of the State of Queensland acting through )  
 the Children’s Health Queensland Hospital and Health )  
 Service )  
 )  
 by )  
 )  
 ..... )  
 (insert name of Customer representative) ) (signature of Customer representative)  
 )  
 ..... )  
 (insert name of Customer representative) ) (signature of Customer representative)  
 )  
 this ..... day of .....2013 )  
 )  
 In the presence of: )  
 )  
 ..... )  
 (insert name of witness) ) (signature of witness)

EXECUTION BY PROVIDER: )  
 )  
 Signed for and on behalf of )  
 )  
 ..... )  
 (Mater to complete) )  
 (ABN: 83 096 708 922) )  
 )  
 in accordance with s.127 of the Corporations Act 2001 (Cth) )  
 )  
 this ..... day of .....2014 )  
 )  
 by )  
 )  
 ..... )  
 (insert name of Director) ) (signature of Director)  
 )  
 ..... )  
 (insert name of Director/Secretary) ) (signature of Director/Secretary)  
 )  
 in the presence of )  
 )  
 ..... )  
 [insert name of witness] ) (signature of witness)

Where an attorney or other agent executes this Contract on behalf of a Contractor, the form of execution must indicate the source of this authority and such authority must be in the form of a Contract and a certified copy thereof provided to the State. **Privacy Statement** - The Customer collects Personal Information from the Provider for the purpose of administering the Agreement. This Personal Information may be disclosed to Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Agreement, or made publicly available in accordance with the requirements of the Queensland Procurement Policy. Personal information will not otherwise be disclosed to any other third party without consent of the Provider, except where authorised or required by law.

**Melissa Gasser**

---

**From:** Low, Tina [REDACTED]  
**Sent:** Tuesday, 16 September 2014 2:42 PM  
**To:** Ingrid Adamson  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Great Ingrid. Apologies again for the delay in progressing this.

Kind regards,

**Tina Low**

**Executive Support Officer to Chief Executive Officer**

**Mater Health Services**

Level 2, Aubigny Place || Raymond Terrace || South Brisbane Qld 4101

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---

**From:** Ingrid Adamson [REDACTED]  
**Sent:** Tuesday, 16 September 2014 2:42 PM  
**To:** Low, Tina  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Hi Tina – I just wanted to let you know that I have received the signed agreement.

Thank you,  
Ingrid

---

**From:** Ingrid Adamson  
**Sent:** Tuesday, 16 September 2014 12:50 PM  
**To:** 'Low, Tina'  
**Cc:** Stephen Stathis  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Wonderful - thank you for letting me know.

Regards,  
Ingrid

---

**From:** Low, Tina [REDACTED]  
**Sent:** Tuesday, 16 September 2014 12:38 PM  
**To:** Ingrid Adamson  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Good afternoon Ingrid

I am couriering across the agreements this afternoon.

Kind regards,

**Tina Low**

**Executive Support Officer to Chief Executive Officer**

**Mater Health Services**

Level 2, Aubigny Place || Raymond Terrace || South Brisbane Qld 4101

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---

**From:** Ingrid Adamson [REDACTED]  
**Sent:** Friday, 12 September 2014 9:20 AM  
**To:** Low, Tina  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Thanks so much Tina – appreciate the update and look forward to receiving the agreements soon.

Warm regards  
Ingrid

**From:** Low, Tina [REDACTED]  
**Sent:** Friday, 12 September 2014 9:19 AM  
**To:** Ingrid Adamson  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Good morning Ingrid

I apologise for the delay in responding; frankly I didn't want to until I knew exactly where this was at. Finally (today) I have the completed Part B in my hand for signature by two of our Directors on Tuesday. I, therefore, hope to be able to courier them to you Tuesday afternoon/Wednesday morning.

I apologise for what seems a ridiculous delay in getting these through.

Kind regards,

**Tina Low**

**Executive Support Officer to Chief Executive Officer**

**Mater Health Services**

Level 2, Aubigny Place || Raymond Terrace || South Brisbane Qld 4101

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**From:** Ingrid Adamson [REDACTED]  
**Sent:** Wednesday, 10 September 2014 10:26 AM  
**To:** Low, Tina  
**Cc:** Stephen Stathis  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B  
**Importance:** High

Good Morning Tina,

Are you able to provide an update on where the service agreement is currently at? We are conscious that we have [REDACTED] accessing the service without an agreement in place so we are keen to finalise this as quickly as possible.

Thanks and regards,  
Ingrid

**Ingrid Adamson**

Project Manager, Adolescent Mental Health Extended Treatment Initiative (AMHETI)  
Child and Youth Mental Health Service | Division of Child and Youth Mental Health  
Children's Health Queensland Hospital and Health Service | Queensland Government  
Citilink Business Centre  
Building 2, Foyer 4, Level 2, 153 Campbell Street, Bowen Hills QLD 4006  
PO Box 1507, Fortitude Valley QLD 4006

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**From:** Low, Tina [REDACTED]  
**Sent:** Wednesday, 20 August 2014 12:44 PM  
**To:** Ingrid Adamson  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Good afternoon Ingrid

I apologise for the continuing delay in getting this document signed and back to you. The information I received on 11/08/12 was:

*Also I can provide you with an update in relation to the Mater Subacute Bed Service Agreement – we have made some changes, and will now be seeking Justin's advice.*

Justin Sharp is currently in the office so I will try to ascertain the progress.

Kind regards,

**Tina Low**

**Executive Support Officer to Chief Executive Officer  
Mater Health Services**

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**From:** Ingrid Adamson [redacted]  
**Sent:** Wednesday, 20 August 2014 12:05 PM  
**To:** Low, Tina  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B  
**Importance:** High

Good afternoon Tina,

I am wondering if you have had a chance to review my earlier email below, and able to advise if the service agreement for the Subacute Inpatient Beds has been signed?

We are very keen to have this finalised as soon as possible.

Thank you,  
Ingrid

**Ingrid Adamson**

Project Manager, Adolescent Mental Health Extended Treatment Initiative (AMHETI)  
Child and Youth Mental Health Service | Division of Child and Youth Mental Health  
Children's Health Queensland Hospital and Health Service | Queensland Government  
Citilink Business Centre  
Building 2, Foyer 4, Level 2, 153 Campbell Street, Bowen Hills QLD 4006  
PO Box 1507, Fortitude Valley QLD 4006

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**From:** Ingrid Adamson  
**Sent:** Tuesday, 29 July 2014 4:45 PM  
**To:** 'Low, Tina'  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Good Afternoon Tina,

I am must following up on our email exchange below. We still have not received a signed service agreement from the Mater so I wanted to check that it hasn't gone missing in the post, or if there was additional information required in order to progress it.

Would you know where this is at?

Thanks and warm regards  
Ingrid

---

**From:** Low, Tina [redacted]  
**Sent:** Thursday, 10 July 2014 2:16 PM  
**To:** Ingrid Adamson  
**Subject:** RE: Mater Subacute Bed Service Agreement - Part B

Thanks Ingrid; we should be able to progress it our end now.

Kind regards,

**Tina Low**  
**Executive Support Officer to Chief Executive Officer**  
**Mater Health Services**  
 Level 2, Aubigny Place || Raymond Terrace || South Brisbane Qld 4101

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**From:** Ingrid Adamson [redacted]  
**Sent:** Thursday, 10 July 2014 2:12 PM  
**To:** Low, Tina  
**Subject:** Mater Subacute Bed Service Agreement - Part B

Hi Tina and thank you for your call just now.

Please find a soft copy of Part B attached for your editing.

Thanks again and warm regards,  
Ingrid

**Ingrid Adamson**  
 Project Manager, AMHETI  
 Office of Strategy Management  
 Children's Health Queensland Hospital and Health Service | Queensland Government  
 Level 1, Foundation Building, Royal Children's Hospital  
 Herston QLD 4029

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**Melissa Gasser**

---

**Subject:** Teleconf w Dr Peter Steer Re: Mater Interim Subacute Beds

**Location:** Dr STEer to call Sean on [REDACTED]

**Start:** Tue 28/01/2014 5:00 PM

**End:** Tue 28/01/2014 5:30 PM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** Peter Steer

**Required Attendees:** [REDACTED]

**Categories:** Urgent Attention

As discussed previously the matter of 2 beds being provided at the Mater for the interim subacute adolescent inpatients.

If there is a problem with this booking, please do not hesitate to contact Di Feige on [REDACTED]  
[REDACTED]

Kind regards

Di

For



**Melissa Gasser**

---

**From:** Ingrid Adamson  
**Sent:** Wednesday, 22 July 2015 11:27 AM  
**To:** Stephen Stathis  
**Subject:** Mater Subacute Beds

Hi Stephen – the chronological order of events for the subacute beds.

- On 28<sup>th</sup> January 2014, CHQ representatives (Dr Peter Steer, Dr Stephen Stathis, Ingrid Adamson) had a teleconference with Dr Brett McDermott, Mater, and regarding provision of subacute beds – Dr McDermott gave verbal confirmation of service provision and indicated that the Mater would provide a budget for this.
- Mater submitted a budget, preparation commenced on 19<sup>th</sup> Feb, and final version received by CHQ in early April 2014.
- CHQ sent service agreement for Mater’s signing on 15<sup>th</sup> April 2014. Mater eventually signed on 16<sup>th</sup> September 2014, despite monthly follow ups for the agreement.
- Only [REDACTED] utilised the subacute beds in the latter half of 2014; however, [REDACTED] did not require any additional wrap around resources, so the Mater never invoiced for service provision, under the Agreement.

Regards  
Ingrid

**Ingrid Adamson**  
Project Manager

Child and Youth Mental Health Service (CYMHS)  
Children’s Health Queensland Hospital and Health Service (CHQ HHS) | Queensland Government

Level 10, 199 Grey Street, South Brisbane QLD 4101  
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**Melissa Gasser**

---

**From:** Leanne Geppert  
**Sent:** Tuesday, 1 April 2014 5:23 PM  
**To:** Ingrid Adamson  
**Subject:** FW: BAC Consumer Update

Hi Ingrid, this is the endorsement to utilise as appropriate the consumer update info I sent to you earlier, thanks L

**Dr Leanne Geppert**

**A/Director of Strategy**

**Mental Health & Specialised Services**

---

**West Moreton Hospital and Health Service**

The Park - Centre for Mental Health

Administration Building, Cnr Ellerton Drive and Wolston Park Rd, Wacol, QLD 4076

Locked Bag 500, Sumner Park BC, QLD 4074

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---

**From:** Sharon Kelly  
**Sent:** Tuesday, 1 April 2014 4:55 PM  
**To:** Leanne Geppert  
**Subject:** RE: BAC Consumer Update

Leanne,

I confirm that this reflects the current state of all the adolescents that were in our care when it was taken at a particular point in time early March and happy for this to be the basis as requested below

Regards  
Sharon

**Sharon Kelly**  
**Executive Director**

Mental Health and Specialised Services  
West Moreton Hospital and Health Service

[REDACTED]

---

**From:** Leanne Geppert  
**Sent:** Tuesday, 1 April 2014 4:49 PM  
**To:** Sharon Kelly  
**Subject:** FW: BAC Consumer Update

Hi Sharon

Are you happy for us to endorse high level and de-identified statements around BAC consumers 'doing well' based on this summary from anne Brennan? We can use it as evidence when responding to A Earls corro, and for other corro as required. Just wanted to check if you had any concerns about this. L

**Dr Leanne Geppert**  
**A/Director of Strategy**  
**Mental Health & Specialised Services**

---

**West Moreton Hospital and Health Service**

[REDACTED]

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Administration Building, Cnr Ellerton Drive and Wolston Park Rd, Wacol, QLD 4076  
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**From:** Anne Brennan  
**Sent:** Monday, 3 March 2014 4:51 PM  
**To:** Leanne Geppert  
**Cc:** Bernice Holland  
**Subject:** RE: BAC Consumer Update

Corrected for [REDACTED] attached

---

**From:** Leanne Geppert  
**Sent:** Monday, 3 March 2014 4:48 PM  
**To:** Anne Brennan  
**Subject:** RE: BAC Consumer Update

WOW

Re [REDACTED]

Thanks for this, LG

**Dr Leanne Geppert**  
**A / Director of Strategy**  
West Moreton Hospital and Health Service

---

**From:** Anne Brennan  
**Sent:** Monday, 3 March 2014 4:43 PM  
**To:** Leanne Geppert  
**Cc:** Bernice Holland  
**Subject:** RE: BAC Consumer Update

Summary attached. Call if you have any queries.

Anne

---

**From:** Leanne Geppert  
**Sent:** Monday, 3 March 2014 4:05 PM  
**To:** Anne Brennan  
**Subject:** RE: BAC Consumer Update

Don't worry re cimha

**Dr Leanne Geppert**  
A / Director of Strategy  
West Moreton Hospital and Health Service

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**From:** Anne Brennan  
**Sent:** Monday, 3 March 2014 3:18 PM  
**To:** Leanne Geppert  
**Subject:** RE: BAC Consumer Update

Would you like it under their UR number etc? And will I ask Berni to file it wherever we keep waitlist info, or do you want it on CIMHA? I thought CIMHA would be a problem as we are not their service provider  
Anne

---

**From:** Leanne Geppert  
**Sent:** Monday, 3 March 2014 3:13 PM  
**To:** Anne Brennan  
**Subject:** RE: BAC Consumer Update

Hi Anne  
Would it be ok to get a written update for our records before you finish? Thanks, L

---

**From:** Anne Brennan  
**Sent:** Monday, 3 March 2014 2:36 PM  
**To:** Leanne Geppert  
**Subject:** BAC Consumer Update

Hi  
I have checked on all ex BAC consumers (from 2013/14).  
Do you want a written update on each or is it adequate that you know that all are doing well or are well engaged with current service providers?  
Anne