
Under 1 Roof Project auspice arrangement

Mission Australia

Queensland Injectors' Health Network (QuIHN)

The Rotary Club of Fortitude Valley Inc

New Farm Neighbourhood Centre Inc.

Footprints in Brisbane Inc

Communify Queensland

139 Club Inc

Brisbane Youth Service Inc.

bric housing company

Brisbane Housing Company Ltd

Version: 1

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Auspice arrangement

Dated

Parties

Auspice

Mission Australia

11 Cleveland Street, Stones Corner Qld 4120

Providers

Queensland Injectors' Health Network (QuIHN)

1 Hamilton Place, Bowen Hills, Fortitude Valley BC 4006

The Rotary Club of Fortitude Valley Inc

PO Box 171, Fortitude Valley Qld 4006

New Farm Neighbourhood Centre Inc.

967 Brunswick Street, New Farm Qld 4005

Footprints in Brisbane Inc

105 Commercial Road, Newstead QLD 4006

Communify Queensland

180 Jubilee Terrace, Bardon Qld 4065

139 Club Inc

505 Brunswick St, Fortitude Valley Qld 4006

Brisbane Youth Service Inc.

78 Berwick Street, Fortitude Valley Qld 4006

bric housing company

593 Boundary Street, Spring Hill Qld 4000

Brisbane Housing Company Ltd

Level 1, 35 Astor Terrace, Spring Hill QLD 4000

Background

- A The Parties currently work together under the name of Under 1 Roof to:
- (i) reduce homelessness in the Department of Communities Brisbane Region focusing on the inner city and south west corridor region;
 - (ii) develop processes to improve communication and the coordination of the facilities and services provided by each of the parties to the homeless in the Region;
 - (iii) develop processes to improve the efficiency and effectiveness of the services provided by each of the parties to the homeless in the Region;
 - (iv) improve the access to independent housing and other services for the homeless in the Region;
 - (v) assist other agencies in the sector to assist the homeless in a united and coordinated way.
- B The Auspice as agent for the parties has been granted funding to implement a Brisbane Service System Support Development Project (the Project). The strategy behind the Project is set out in the Funding Application which is annexure 'A' to this Agreement. The terms and conditions of the grant to provide the Project are set out in the Service Agreement which is annexure 'B' to this agreement.
- C The proposed services to be provided by Under 1 Roof pursuant to the Project is set out in Schedule 1 to this Agreement and can be summarised as:
- (i) Further development of a case coordination mechanism in Brisbane's inner city
 - (ii) The facilitation and provision of a range of learning and development opportunities to be offered sector-wide
 - (iii) Wider collaboration with individuals and agencies with the aim of improving client outcomes
 - (iv) The development of tools and resources that can be used or adapted by other agencies
 - (v) Participation as a consortium in the Brisbane Homelessness Community Action Plan
 - (vi) The consolidation of a senior management team driving workforce development and strategic input to policy, programs and service development.
- D The Parties execute this document to set out their commitment to the Brisbane Service System Support and Development Project.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document:

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in Brisbane.
Confidential Information	means information, whether oral or written, of any party such as marketing practices, procedures and management policies, records, documents, accounts, plans, designs, specifications, confidential client lists, correspondence, letters and papers of every description and electronically recorded data, including without limitation, any official information as prescribed from time to time by either party, and including all copies or extracts from any of the foregoing, within the other party's possession or control relating to affairs, transactions or business which may come into a party's possession in the course and by reason of this Agreement.
Funding Application	means the application, by the Auspice to the Department of Communities, for funding for the Project, which is annexure 'A' to this Agreement.
GST	has the meaning given to that term in the GST Act.
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Input Tax Credit	has the meaning given to that term in the GST Act.
Joint Venture Operator	has the meaning given to that term in the GST Act.
Parties	means the organisations named at the beginning of this Agreement as the Auspice and the Providers.
Project	means the Brisbane Service System Support and Development Program described in Schedule 1 to be provided by Under 1 Roof.
Recipient	has the meaning given to that term in the GST Act.
Representative Member	has the meaning given to that term in the GST Act.
Service Agreement	means the Agreement between the Director General of the Department of Communities and Mission Australia to provide the Project, which is annexure 'B' to this Agreement.
Supplier	means the entity making the Supply.
Supply	has the meaning given to that term in the GST Act.
Tax Invoice	has the meaning given to that term in the GST Act.
Taxable Supply	has the meaning given to that term in the GST Act.
The Institute of	means The Institute of Arbitrators & Mediators Australia

Term	Definition
Arbitrators & Mediators Australia	ACN 008 520 045, a company limited by guarantee, and any successor organisation.
The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules	means the latest version of the 'Mediation and Conciliation Rules' published by the Institute of Arbitrators & Mediators Australia (whether or not that version was in force at the time of execution of this contract).
Under 1 Roof	means a collegiate of organisations including the Parties to this Agreement which collaborate to improve the services available to people who are homeless in Brisbane.

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Acknowledgment of the Parties

Each Party acknowledges that:

- (a) the Auspice has applied for and been granted funding for the Project and the terms and conditions of that funding grant are set out in the Service Agreement;
- (b) the Auspice acted as agent for the Providers in submitting the Funding Application for the funding of the Project;
- (c) the services provided by each of the Parties and their commitment to participate in the Project was set out in the Funding Application;
- (d) under the Service Agreement the Auspice is the organisation which is legally bound to comply with the Service Agreement;
- (e) nothing in this document is intended to affect a Party's direct service delivery and in the event of a conflict of interest a Party is entitled to put the interests of a Party's own client first; and
- (f) this document does not in itself give rise to any contractual relationship between the parties' except as expressly agreed between them. The purpose of the document is to record each parties' voluntary commitment to working collaboratively toward the successful completion of the Project.

3 Obligations of the Providers

Each Provider agrees to:

- (a) do all things reasonably necessary to enable the Auspice to fulfil the terms of the Service Agreement.
- (b) fulfil its obligations in respect of any aspect of the Project which is covered by the Funding Application or the Service Agreement.
- (c) make all decisions regarding the Project in a proper and efficient manner in accordance with sound business practice and in consultation with the other Parties.
- (d) actively participate and contribute the necessary resources to ensure that they abide by their commitment to the principles set out in the Funding Application and to assist the Auspice to meet its obligations under the Service Agreement.

4 Obligations of the Auspice

The Auspice agrees to:

- (a) keep the Provider fully informed of all matters regarding the Application for Funding and the Services Agreement;
- (b) not commit the Providers to any expenditure or the performance of any act, matter or thing without each Providers' prior consent; and
- (c) fulfil its obligations under every funding or contractual agreement in place concerning the Project.

5 No partnership

- (a) This document is not to be interpreted as constituting:
 - (i) the relationship of the Parties as a partnership, quasi-partnership, association or any other relationship in which one or more of the Parties may (except as specifically provided for in this document) be liable generally for the acts or omissions of any other Party; or
 - (ii) any Party as the general agent or representative of any other Party with the exception of any powers of attorney specifically granted or contemplated by this document.
- (b) In particular, but without limitation, no Party has the authority to pledge or purport to pledge the credit of any other Party or to make or give (or purport to make or give) any representations, warranties or undertakings for or on behalf of any other Party.

6 Steering Committee

6.1 Steering Committee

A Steering Committee will be responsible for the conduct of the Project.

6.2 Membership of Steering Committee

- (a) The members of the interim Board of Under 1 Roof will be the initial members of the Steering Committee.
- (b) The Steering Committee may include one representative of each of the Parties, and of any other organisation which joins Under 1 Roof, unless otherwise agreed by the Parties.

6.3 Meeting of Steering Committee

The Steering Committee must:

- (a) meet formally not less than four times each year; and
- (b) meet informally at other times as agreed between Members.

6.4 Steering Committee may appoint

The Steering Committee may elect:

- (a) a Chair of its meetings; and
 - (b) a secretary (which may be the Coordinator),
- and decide the period for which each is to hold office.

7 Records

- (a) The Steering Committee must ensure the completion of full and proper records of all transactions connected to the Project and all records required by the Service Agreement.

- (b) Within seven days of receiving a request from a Party, the Steering Committee must provide that Party with access to and copies of all or any documents held by the Steering Committee in relation to the Project.

8 Confidential information

- (a) Except as expressly allowed by this clause, the parties must not divulge or make known any Confidential Information relating to another party without the prior consent of that other party.
- (b) A party may disclose such Confidential Information that the party is:
 - (i) reasonably required to perform its obligations under this Agreement;
 - (ii) compelled to disclose by law.
- (c) It is acknowledged that nothing in this Agreement is intended to require a Party to disclose information about a person who is a client of a Party.

9 Termination

9.1 Termination

- (a) A party must give at least 30 days' written notice of its intention to withdraw from this Agreement.
- (b) Withdrawal by a Party from the Project does not terminate the Agreement between the remaining Parties.

9.2 Continuing rights and obligations

Termination of this Agreement is without prejudice to any remedies available to the party terminating and any rights or obligations of the parties that accrued prior to termination.

10 Dispute resolution by mediation

Any dispute or difference whatsoever arising out of or in connection with this document must be submitted to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules.

11 Legal costs

Each party will bear their own legal costs of and incidental to the preparation of this Agreement.

12 GST

12.1 GST exclusive

Except under this clause, the consideration for a Supply made under or in connection with this document does not include GST.

12.2 Taxable Supply

If a Supply made under or in connection with this document is a Taxable Supply, then at or before the time the consideration for the Supply is payable:

- (a) the Recipient must pay the Supplier an amount equal to the GST for the Supply (in addition to the consideration otherwise payable under this document for that Supply); and
- (b) the Supplier must give the Recipient a Tax Invoice for the Supply.

12.3 Reimbursement or indemnity

If either party has the right under this document to be reimbursed or indemnified by another party for a cost incurred in connection with this document, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative Member, Joint Venture Operator or other similar person entitled to the Input Tax Credit (if any).

13 General

13.1 Entire agreement

- (a) This document supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties.
- (b) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, has no effect except to the extent expressly set out or incorporated by reference in this document.

13.2 Further assurances

Each party must do all things reasonably necessary to give effect to this document and the transactions contemplated by it.

13.3 No waiver

- (a) The failure of a party to require full or partial performance of a provision of this document does not affect the right of that party to require performance subsequently.
- (b) A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- (c) A right under this document may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.

13.4 Governing law and jurisdiction

- (a) Queensland law governs this document.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

13.5 Severability

A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force.

13.6 Notice

- (a) A notice, consent or communication under this document is only effective if it is:
- (i) in writing, signed by or on behalf of the person giving it;
 - (ii) addressed to the person to whom it is to be given; and
 - (iii) given as follows:
 - (A) delivered by hand to that person's address;
 - (B) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (C) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.
- (b) A notice, consent or communication delivered under clause 13.6(a) is given and received:
- (i) if it is hand delivered or sent by fax:
 - (A) by 5.00pm (local time in the place of receipt) on a Business Day – on that day; or
 - (B) after 5.00pm (local time in the place of receipt) on a Business Day, or at any time on a day that is not a Business Day – on the next Business Day; and
 - (ii) if it is sent by post:
 - (A) within Australia – three Business Days after posting; or
 - (B) to or from a place outside Australia – seven Business Days after posting.
- (c) A person's address and fax number are those set out below, or as the person notifies the sender:

- (i) Auspice:

Mission Australia

11 Cleveland Street, Stones Corner Qld 4120

Queensland Injectors' Health Network (QuIHN)

1 Hamilton Place, Bowen Hills, Fortitude Valley BC 4006

The Rotary Club of Fortitude Valley Inc

PO Box 171, Fortitude Valley Qld 4006

New Farm Neighbourhood Centre Inc.

967 Brunswick Street, New Farm Qld 4005

Footprints in Brisbane Inc

105 Commercial Road, Newstead QLD 4006

Communify Queensland

180 Jubilee Terrace, Bardon Qld 4065

139 Club Inc

505 Brunswick St, Fortitude Valley Qld 4006

Brisbane Youth Services

78 Berwick Street, Fortitude Valley Qld 4000

bric housing company

52 Merthyr Road, New Farm QLD 4005

Brisbane Housing Company Ltd

Level 1, 35 Astor Terrace, Spring Hill QLD 4000

Schedule 1 Summary of services to be provided by Under 1 Roof for the Project

1 Detailed description of activities

The U1R project will provide activities that assist participating specialist homelessness services and service system partners to improve service delivery and work in a joined up and coordinated way to achieve the stated purpose.

2 Service Elements

The project will develop and implement the following activities to deliver the integrated response.

3 Case coordination

- (a) A case coordination mechanism in Brisbane's inner city, and common tools for integrated service will be implemented by participating agencies to facilitate better outcomes for the client group, including but not limited to:
 - (i) common assessment and data collection forms, systems and definitions to facilitate common understanding and appropriate responses;
 - (ii) longitudinal case coordination tools to facilitate ongoing support (e.g. a database for shared client tracking);
 - (iii) common referral processes among the integrated services; and
 - (iv) data sharing protocols, such as common privacy authorisation on client forms
 - (v) improved understanding and documentation of the scope and limits of case coordination include capacity for intake and active case coordination within current resources (support provision and housing supply options)
- (b) Referral to the case coordination group will be through U1R partner agencies. The involvement of other partners and stakeholders in case coordination outcomes will be driven by client need and where specific support can be provided to achieve client goals to end homelessness.
- (c) The case coordination group will explore options for improving the sustainment of tenancies through service reforms (where possible and appropriate) and through learning and development opportunities.

4 Learning and development

- (a) Learning and development opportunities will be developed and delivered for the target group in the Brisbane Region to enhance service coordination and integration. This includes U1R consortium partners and all relevant stakeholders involved in the case coordination group, the senior management team and the wider service system. A calendar of these events will be published and widely advertised.
- (b) In particular, the U1R project will provide learning and development opportunities that assist in developing increased cooperation and communication among specialist homelessness services across the Brisbane Region. U1R will actively develop and sustain

relationships with other mainstream and specialist services to lead to improved outcomes for the client group.

- (c) Learnings and resources developed and delivered will be widely available to support the development and implementation of integration and service system improvements in other locations and service systems. This will ensure that efforts invested in the demonstration project are sustainable and transferable subject to the unique needs and drivers in other contexts. Training, reflective practice sessions, tools and resources will be shared widely to use and adaptation where appropriate in other contexts.

5 Collaboration

- (a) The U1R project will widely collaborate with individuals and agencies with a focus on:
 - (i) improving the level of assistance, and sustainable outcomes for clients referred to case coordination;
 - (vi) increasing and improving learning and development opportunities;
 - (vii) generating resources and tools that can be used or adapted by a range of other services.
- (b) Individuals and agencies will include:
 - (i) specialist homelessness services
 - (i) mainstream and other specialist services
 - (ii) local Indigenous leadership groups
 - (iii) peak bodies
 - (iv) local government
 - (v) state government
 - (vi) Commonwealth government
 - (vii) local business and other private sector representatives
 - (viii) culturally and linguistically diverse groups

6 Homelessness Community Action Planning

- (a) The project will contribute directly to the implementation of the Brisbane Homelessness Community Action Planning (HCAP). The U1R project will contribute to the inner city HCAP activities by refining existing tools and processes and will also support the implementation of same in the south west corridor subject to negotiation and agreement with agencies in this region. The south west corridor includes the suburbs of Wacol, Ellengrove (formerly Carole Park), Inala and Forest Lake.
- (b) The U1R project activities will include:

- (i) Development and dissemination of tools, processes and supporting resources.
 - (ii) Active, ongoing membership and representation in the Regional Strategies Group by the senior strategy officer employed through this project
 - (iii) Membership on the Local Level Implementation Group (LLIG) for the inner city. The inner city already has well established models of case coordination and as such it is envisaged that the focus will be on refining the system and better understanding how the service system is currently functioning, sharing models, best practice, tools and resources.
 - (iv) Planning and delivering a developmental workshop for the LLIG in the south west corridor to support the establishment and implementation of a Case Coordination Group (CCG).
 - (v) Membership on the south west LLIG to support resolution of matters arising for the CCG. Membership of U1R will be reviewed once the CCG is operational, and support may be provided on a needs basis.
 - (vi) Ensuring that stakeholders for all the Brisbane Region HCAP mechanisms receive communications about, and access to learning and development activities developed by the U1R project for the wider sector.
 - (vii) Contribute to, and participate in the development and implementation of reviews of the CCG and models across the Brisbane HCAP.
- (c) It is anticipated that the equivalent of twenty percent of U1R project activities be allocated to supporting outcomes in the south west HCAP activities.
 - (d) The specific detail of the U1R contribution to the HCAP will be clarified over time with the Department of Communities, including through the project governance group that will be established to guide the project (reference Funding Information Paper under '*Senior Management Group*' responsibilities).

7 Exclusions

The project will not provide services directly to people who are homeless or at risk of homelessness.

Execution

EXECUTED as an agreement

Executed by
Mission Australia by:

^ _____
Signature of Officeholder

^ _____
Signature of Officeholder

^ _____
Full name of Officeholder

^ _____
Full name of Officeholder

Executed by
by: **Queensland Injectors' Health Network
(QuIHN)** by:

^ _____
Signature of Officeholder

^ _____
Signature of Officeholder

^ _____
Full name of Officeholder

^ _____
Full name of Officeholder

Executed by
by: **The Rotary Club of Fortitude Valley Inc** by:

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Officeholder

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Officeholder

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Full name of Officeholder

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Full name of Officeholder

Executed by
by: **New Farm Neighbourhood Centre Inc.** by:

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Full name of Officeholder

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Full name of Officeholder

Executed by
by: **Footprints in Brisbane Inc** by:

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Executed by
by: **CommuniQ Queensland** by:

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by: **139 Club Inc** by:

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by: **Brisbane Youth Service Inc** by:

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by: **bric housing company** by:

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Full name of Officeholder

Executed by
by: **Brisbane Housing Company Ltd** by:

^ _____
Director

^ _____
Director

^ _____
Full name of Director

^ _____
Full name of Director

Annexure A

Funding Application

Annexure B

Service Agreement
