



Queensland
Indigenous
Family Violence
Legal Service

**A COLLABORATIVE APPROACH
TO SERVICE DELIVERY:
DEVELOPING A MOU**





Queensland
Indigenous
Family Violence
Legal Service

Memorandum of Understanding

Health Justice Partnership

7th Feb 2019



Gidgee
Healing

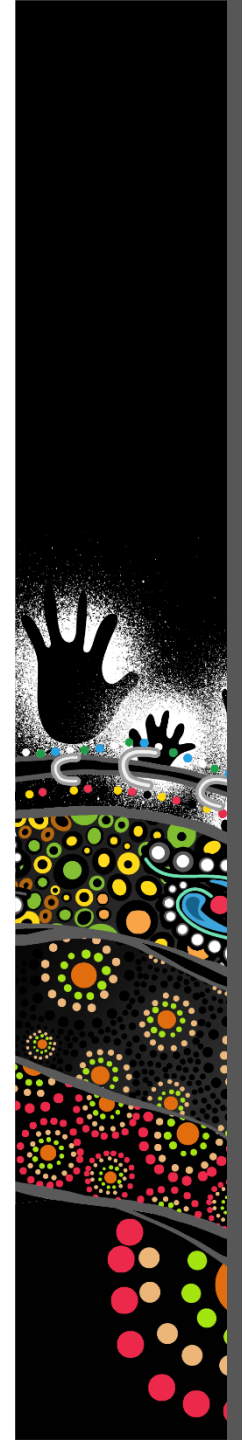


Queensland Indigenous Family Violence Legal Service Aboriginal Corporation (“QIFVLS”) - scope

QIFVLS - footprint outreach services across 5 regions in Queensland

QIFVLS – accreditation

- Gidgee Healing - Mount Isa Aboriginal Community Controlled Health Services Limited, a public company limited by guarantee and registered under the Corporations Act 2001.
- As the only Aboriginal Community Controlled Health Service in the region, Gidgee Healing provides a raft of primary health care services to support the health and wellbeing of all local Aboriginal and Torres Strait Islander people and their families.
- Gidgee Healing - footprint is the Gulf and Western Qld communities and townships.
- Gidgee Healing - accredited through the Australian General Practice Accreditation Limited (AGPAL), ISO 9001:2008 Quality Assurance Certification.
- As a membership based organisation, Gidgee is accountable to its members through an elected Aboriginal Board of Directors. Gidgee currently provides services to approximately 70% of local Aboriginal and Torres Strait Islander people.
- Gidgee Healing strives to maintain the utmost focus on providing culturally appropriate, high quality services with the strong involvement of local communities.
- Gidgee Healing is also a registered charity.



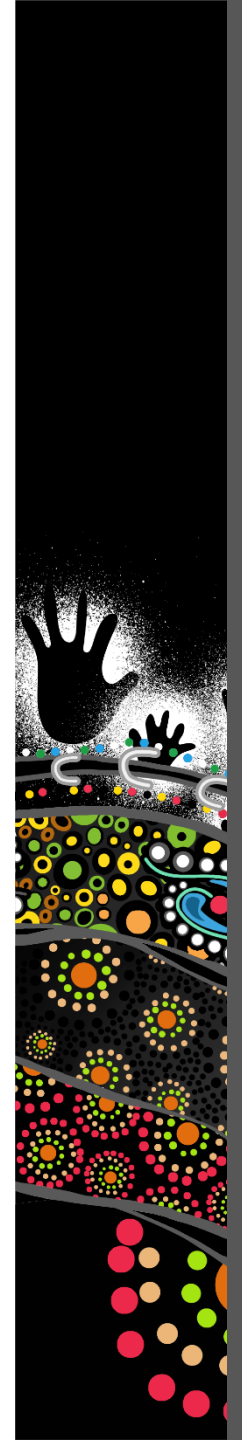
- The term of this Memorandum is from the date of signing this Memorandum for a two year period, or until either QIFVLS or Gidgee Healing terminates this Memorandum by giving 28 days' notice in writing ("Term").

Reasons for terminating the Memorandum by either party:

If either party is for whatever reason are unable to perform the terms of the Memorandum; or

If either party commits a breach of any term of the Memorandum and fails to remedy the breach within 7 days.

- This MOU is non-exclusive of any other association, relationship or agreement which any of the parties may at any time enter.
- This MOU is not intended to and does not create any Legally Binding Obligations or enforceable rights.



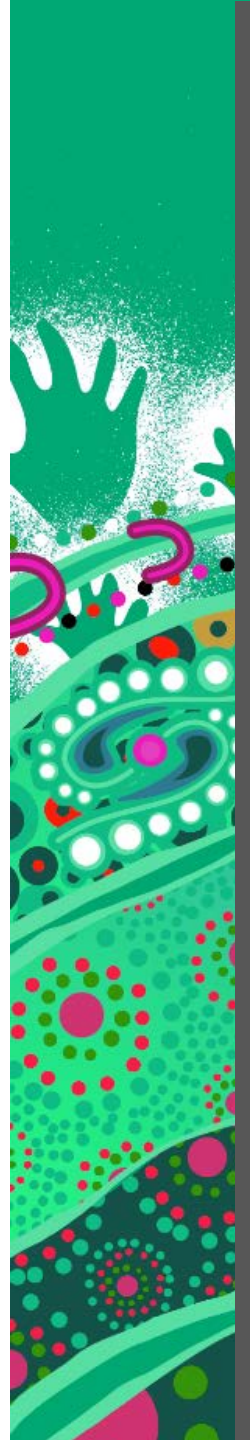
To establish an effective working partnership for collaboration in the management of holistic care and support of Aboriginal and/or Torres Strait Islander people in and around Mount Isa and the Gulf and Western Queensland, which include to:

Provide best practice, effective, early intervention for the multiple legal needs.

Build the capacity of health and allied professionals at Gidgee Healing.

Build the capacity of Solicitors and Legal Support Officers.

Improve the health and well-being of clients of the Health Justice Partnership collaboration.



Develop and encourage an open and transparent process of dialogue.

To maintain a referral pathway.

To work together and share resources.

Regularly discuss, review and document procedures.



- Neither party is responsible to any external supervision, reporting or funding body to which the other party may have an obligation, for any legal, health or other services provided in the course of this Memorandum.
- Nothing in this Memorandum constitutes the relationship of employer and employee between the parties.
- Gidgee Healing and QIFVLS agree ... to advance the MOUs purpose
- Gidgee Healing and QIFVLS agree to support each other in promotion and marketing activities in areas such as;
 - i. social media platforms
 - ii. events and programs
 - iii. use of each other's logo with prior written permission
- Establish an agreed upon model of evaluation.



Intellectual property created, made, or originated by the parties shall be the sole and exclusive property of source organisation, except where the parties may voluntarily choose to transfer such property in full or in part to the other party, for the life of the MOU.

Both parties agree to discuss and seek agreement from the other party prior to using intellectual property that belongs to the other.

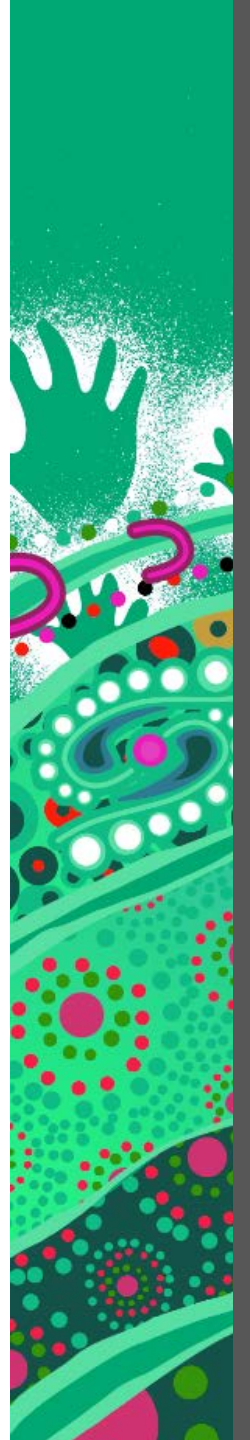


The duty of confidentiality applies to all clients of the organisations including any clients of a specialist, auspised, collaborative or hosted project, program or service of the organisations and it applies whether information is obtained by a lawyer, non-lawyer, or health worker.

Where circumstances arise that cause an organisation worker, placement or volunteer to believe that they are under an overruling duty, such as a legal requirement that certain matters be notified, they should discuss it with the organisation's responsible person, prior to making of any disclosure or notification.

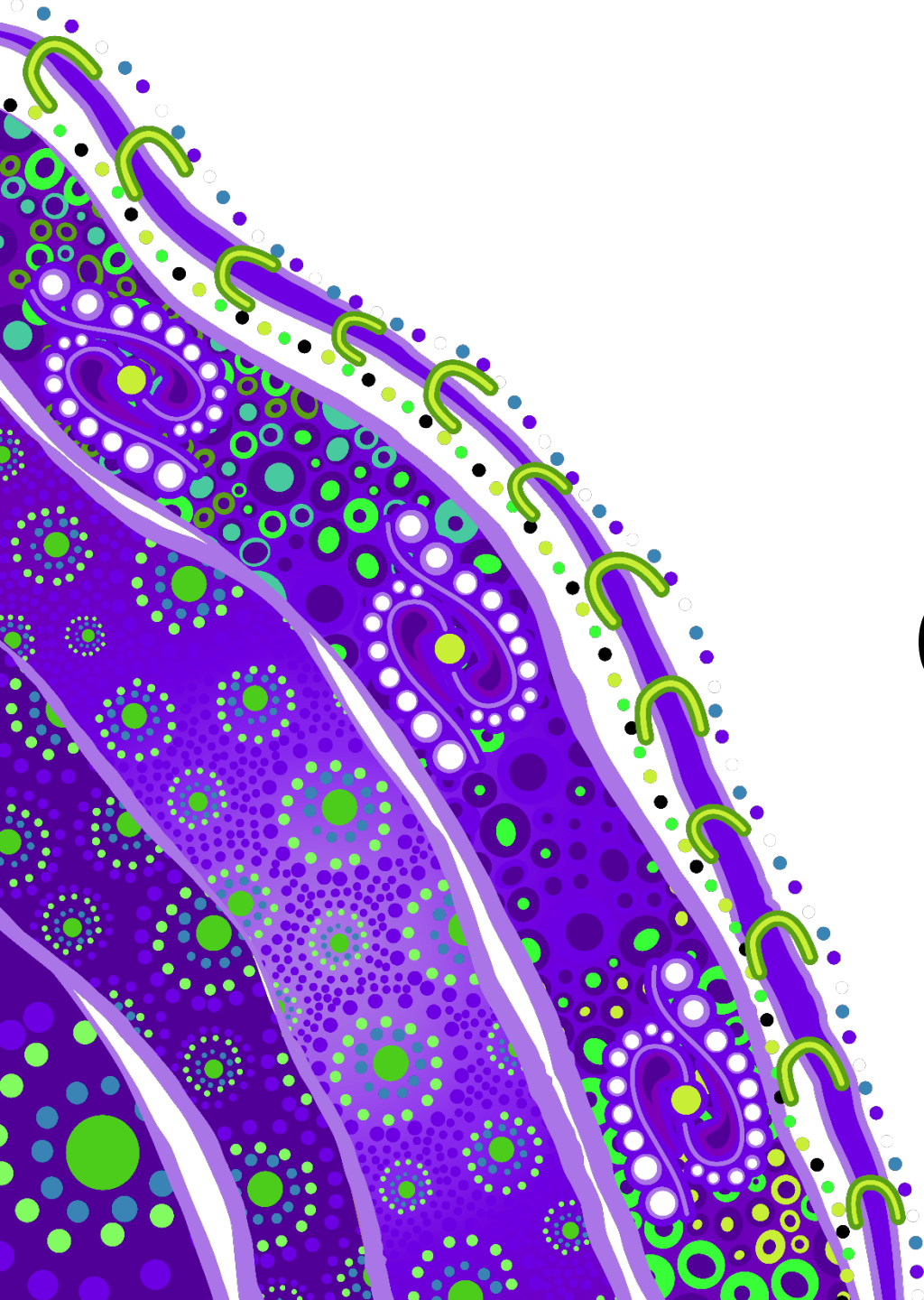


- The parties will cooperate with each other and use all reasonable endeavours to resolve any disputes or differences arising under this Memorandum.
- If a party gives written notice of a dispute to another party or parties and that dispute is unable to be resolved between such parties within 14 days of the date of receipt of the notification, a mediation process will be followed that is agreed upon by the parties beginning with a mutually approved mediator. The disputing parties shall bear the cost of mediation equally between them.



We acknowledge Desley Ah Wing (Senior Project Officer of DATSIP) who was instrumental in this partnership and Renee Blackman (Chief Executive Officer of Gidgee Healing).





QUESTION TIME