



*Aboriginal Health & Medical Research Council*  
of New South Wales

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# CONSTITUTION

OF THE

ABORIGINAL HEALTH AND MEDICAL RESEARCH COUNCIL  
OF NEW SOUTH WALES

ACN 085 654 397

- A COMPANY LIMITED BY GUARANTEE -

*Revised as at 28<sup>th</sup> November 2008*

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# 1. PRELIMINARY

## (a) Definitions

1.1 In this Constitution, unless the contrary intention appears:

“**Aboriginal**” means a member of the Aboriginal race of Australia who identifies himself or herself as an Aboriginal person and who is accepted by the Aboriginal community as an Aboriginal person;

“**Aboriginal Community**” or “**Community**” means, depending on the context, an individual local Aboriginal community or the larger Aboriginal community within Australia;

“**Aboriginal Community Control**” has the meaning set out in *Schedule 2*;

“**Aboriginal Community Control in Health Services**” has the meaning set out in *Schedule 2*;

“**Aboriginal Community Controlled Health Committee**” means a Non Profit incorporated Aboriginal Community Controlled Organisation operating in the State which is initiated in, elected and governed by a local Aboriginal community with the objective of establishing an Aboriginal Community Controlled Health Service;

“**Aboriginal Community Controlled Health Service**” means a Non Profit incorporated Aboriginal Community Controlled Organisation operating in the State which:

- is governed by an Aboriginal board of management elected by a local Aboriginal community membership;
- is committed to and adheres to the NACCHO Aboriginal definition of health; and,
- provides holistic and culturally appropriate Primary Health Care and Aboriginal health related services to the Community which it serves.

“**Aboriginal Community Controlled Health Related Service**” means a Non Profit incorporated Aboriginal Community Controlled Organisation operating in the State which provides specialist Aboriginal health related services and which:

- is committed to the definition of Aboriginal holistic health;
- operates an Aboriginal community multipurpose centre, health post or clinic in association with, or receives satellite services through, an Aboriginal Community Controlled Health Service; and,
- is elected and governed by a local Aboriginal community.

“**Aboriginal Community Controlled Organisation**” has the meaning set out in *Schedule 2*;

“**Aboriginal Health**” has the meaning set out in *Part One* of *Schedule 1*;

“**Aboriginal health related services**” has the meaning set out in *Part One* of *Schedule 1*;

“**Aboriginal Religion**” means that body of spiritual beliefs, practices, rituals, customs, lore, law and cultural traditions which have existed in Aboriginal communities since the origins of Aboriginal habitation in Australia;

“**Alternate Director**” means a person appointed as an Alternate Director pursuant to *Clause 16*;

**“Associate Member”** means an organisation whose application for membership of the Council pursuant to *Clause 7.10* has been accepted in accordance with this Constitution;

**“Auditor”** means the Council’s auditor from time to time;

**“Board”** means all or some of the Directors acting as a Board;

**“Chairperson”** means the person appointed as chairperson pursuant to *Clause 16.13*;

**“Chief Executive Officer”** means the person appointed as Chief Executive Officer of the Council pursuant to *Clause 22.1*;

**“Constitution”** means this Constitution as amended from time to time;

**“Corporations Act”** means the *Corporations Act 2001 (Cth)*, as amended from time to time, or any statute, code or provision enacted in its place, and includes regulations and other instruments under it;

**“Council”** means the Aboriginal Health and Medical Research Council of New South Wales ACN 085 654 397;

**“Delegate”** means a representative of a Member appointed in accordance with *Clause 10*;

**“Deputy Chairperson”** means the person appointed as Deputy Chairperson pursuant to *Clause 16.13*;

**“Director”** means a Director of the Council;

**“Disqualified Person”** means a person who:

- is a Prohibited Person within the meaning of *Section 33B* of the *Commission for Children and Young People Act, 1998*; or
- is disqualified by the *Corporations Act* or other legislation from holding the office of director or managing a corporation;

**“Eligible Charity”** means a fund, authority or institution covered by an item in any of the tables in *Subdivision 30-B* of the *ITAA 1997*;

**“General Meeting”** means the Annual General Meeting or any other General Meeting of the Members convened in accordance with *Clause 13*;

**“Ineligible Person”** means a person whom the Board or the Council in General Meeting resolves to be ineligible to act as a Director or Alternate Director because that person is a public servant or employee of a government department who has a conflict of interest with regard to Aboriginal Community Control in Health Services;

**“ITAA 1997”** means *Income Tax Assessment Act 1997 (Cth)*, as amended from time to time, or any statute, code or provision enacted in its place, and includes regulations and other instruments under it;

**“Member”** means an Ordinary Member, Associate Member or other type of Member determined pursuant to *Clause 7.2c*, if any;

**“Membership Report”** means a report by the Chief Executive Officer providing an updated Register of Members together with the names of their Chairpersons and Delegates;

**“Month”** means a calendar month;

**“NACCHO”** means National Aboriginal Community Controlled Health Organisation ACN 078 949 710;

**“NACCHO Principles”** means the principles outlined in the Manifestos and Position Papers and other documents issued by NACCHO from time to time;

**“Non Profit”** means in relation to an organisation, the fact that its rules, constitution or other governing documents provide that no part of the organisation’s capital or income may be paid, transferred or distributed, directly or indirectly to any member of the organisation other than as reimbursement for out-of-pocket expenses incurred on behalf of the organisation or as compensation for services rendered on behalf of the organisation or for goods supplied in the ordinary and usual course of business as an arm’s length transaction;

**“Objects”** means the aims and objectives of the Council set out in *Clause 2*;

**“Ordinary Member”** means an organisation whose application for membership of the Council in accordance with *Clause 7.4* has been accepted in accordance with this Constitution;

**“Primary Health Care”** has the meaning set out in *Part One of Schedule 1*, the core functions of which are set out in *Part Two of Schedule 1*;

**“Region”** means a geographical region named in *Part One of Schedule 4* and depicted in *Part Two of Schedule 4*;

**“Register of Members”** means the register of Members;

**“Registered Office”** means the registered office of the Council from time to time;

**“Relevant Officer”** means a person who is, or has been, a Director, Alternate Director, Board Committee member, Secretary or other officer (as defined by the *Corporations Act*) of the Council;

**“Schedule”** means a schedule to this Constitution;

**“Seal”** means the Common Seal of the Council;

**“Secretary”** means the person appointed as a secretary of the Council, and where appropriate, includes an Acting Secretary and a person appointed by the Board to perform all or any of the duties of a Secretary of the Council;

**“Special Resolution”** has the meaning given in the *Corporations Act*; and

**“State”** means the state of New South Wales.

**(b) Interpretation**

**1.2** In this Constitution, unless the contrary intention appears:

- (a) the word “person” includes a firm, a body corporate, an unincorporated association or an authority;



- (b) the singular includes the plural and vice versa;
- (c) words expressing gender shall include each other gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) a reference to writing includes typewriting, printing, telex, telegram, facsimile, email and other modes of representing or reproducing words in a visible form; and,
- (f) a reference to a clause is a reference to a clause in this Constitution.

**(c) Headings**

**1.3** Headings are inserted for convenience and do not affect the interpretation of this Constitution.

**(d) Replaceable Rules Excluded**

**1.4** All replaceable rules included in the *Corporations Act* are expressly excluded from this Constitution.

**(e) Cultural Preamble**

**1.5** Recognising the heritage and structure of Aboriginal society and the role of elders and the law and lore in Aboriginal culture, and the urgent and expanding health care issues affecting Aboriginal society and the contribution which non-government organisations can make in addressing these issues, a group of Aboriginal Community Controlled Health Services agreed, without prejudice to each organisation's own independence, to establish a Council to be known as the "Aboriginal Health and Medical Research Council of New South Wales".

It is the intent of this Constitution to integrate Australian corporate structures with Aboriginal cultural models of governance and, compliance with prescribed requirements for the composition of the Council's governing body and its relationship with the Members and the manner in which services are provided to the Aboriginal community is undertaken, aware that this obligation reflects a system of government intrinsically different from Aboriginal culture.

**(f) Severability**

**1.6** This Constitution will, so far as possible, be interpreted and construed so as not to be illegal, invalid or unenforceable in any respect, but if a provision, on its true interpretation or construction, is held to be illegal, invalid or unenforceable:

- (a) that provision shall, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all circumstances so as to give it a valid operation; and
- (b) if the provision or part thereof cannot effectively be read down, that provision or part thereof shall be deemed to be void and severable and the remaining provisions of this Constitution shall not, in any way, be affected or impaired and shall continue notwithstanding that illegality, invalidity or unenforceability.

## 2. OBJECTS

2.1 The foundation of the Council's and the Members' aims and objectives are the NACCHO Principles relating to Aboriginal health aims and objectives.

2.2 Recognising that Aboriginal people suffer economic, social, nutritional and housing disadvantages which cause or accentuate medical ill health beyond that of the general community and that "Aboriginal health" means not just the physical well-being of an individual but refers to the social, emotional and cultural well-being of the whole Community in which each individual is able to achieve their full potential as a human being, thereby bringing about the total well-being of their Community, the aims and objectives of the Council shall be:-

- (a) the amelioration of poverty within the Aboriginal Community;
- (b) the advancement of Aboriginal Religion for the purpose of sustaining or regaining of health and well-being within the Aboriginal Community;
- (c) to provide for consultation and co-operation between Members concerning the services they provide to the Aboriginal Community;
- (d) to provide for consultation and co-operation with the Commonwealth and State Governments and their specialised agencies in the field of Aboriginal health care;
- (e) to represent the interests of Members and to make common representations on their behalf to the Commonwealth and State Governments and their specialised agencies, and to other Australian non-government organisations;
- (f) to enter into arrangements with the Commonwealth and State Governments or other agencies for the investigation or furtherance of activities within the purposes of the Council and the Members;
- (g) to bring the needs for, and purposes and results of, Aboriginal health care before Members, the Australian community and Commonwealth and State Governments;
- (h) to prepare and disseminate information on aid activities and issues of Aboriginal health care as enunciated in the NACCHO Principles relating to Aboriginal health aims and objectives to Members, the Australian community, Commonwealth and State Governments;
- (i) to foster research into a range of Aboriginal health issues such as tobacco control, sexual health awareness, gambling, drug abuse and dissemination of services and related activities, including the economic, social and cultural implications of various types of aid;
- (j) to provide information concerning projects within the ambit of interests of the Council to Members and other bodies;
- (k) to develop and maintain educational institutions, including a health college, to provide constructive educational health courses and programs for Members, Aboriginal Health Workers and professionals and to undertake medical research to redress ill-health within the Aboriginal Community;

- (l) to provide advice to Members regarding the development of the workforce, the recruitment of personnel, human resources issues, policies and procedures relating to finance, governance and management, data systems, health information and patient recall systems and the design and upgrade of medical clinics and other facilities used to provide medical assistance;
- (m) to facilitate the recruitment of a health workforce by Members and to assist Members with the training of doctors, nurses and other health providers who provide health care services through Members' clinics and other facilities;
- (n) to build health care service capacity through the Members;
- (o) to organise workshops for Aboriginal Community Controlled Health Services, Chief Executive Officers and Managers in the areas of information communication and technology and information management, industrial relations, including occupational health and safety and recruitment and accreditation;
- (p) to provide any further activities or services to the Members in order for them to deliver holistic and culturally appropriate health and Aboriginal health related services to the Aboriginal Community, including the provision of an ethics committee to provide ethical evaluation of research projects and data collection and surveys which relate to the health of Aboriginal people and a consultancy service to undertake projects, research and consultancies, provide reports, surveys and advice and facilitate education, instruction and workshops incorporating all aspects of the health and well-being of Aboriginal people; and
- (q) to do all such things as are incidental or conducive to the attainment of these aims and objectives.

### **3. POWERS**

- 3.1** Solely for the purposes of furthering the Objects, the Council has the legal capacity and powers set out in *Section 124* of the *Corporations Act*.
- 3.2** In furthering the Objects, and notwithstanding any provision of the *Corporations Act* or other provision of this Constitution, the Council shall conduct its activities in a manner that is consistent with the provisions of the *ITAA 1997* as they relate to public benevolent institutions.

### **4. GIFTS TO THE COUNCIL**

- 4.1** The general public will be invited to make gifts to the Council for the purpose of carrying out the Objects.
- 4.2** Receipts issued for any gifts received must state:
  - (a) the name of the Council;
  - (b) the Australian Business Number of the Council;

- (c) the date of the gift;
- (d) a reasonable description of the contributed property; and
- (e) the fact that the receipt is for a gift.

**4.3** Where a gift of property other than cash has been made to the Council, a receipt shall only be issued after the Board has been provided with a copy of the valuation described in *Clause 4.4*.

**4.4** As soon as reasonably possible, however no longer than ninety (90) days following the acceptance by the Board of a contribution of property other than cash, the donor, at the donor's expense, shall have the contributed property valued by the Commissioner of Taxation or an approved valuer as provided in *Division 30, Section 30-212* of the *ITAA*, as amended.

**4.5** The donor shall provide the Board with a copy of said valuation, which shall be kept with the other records of the Council.

## **5. APPLICATION OF INCOME AND PROPERTY**

**5.1** The income and property of the Council will be used solely towards the promotion of the Objects and no portion of that income or property will be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise, to the Members.

**5.2** Nothing in *Clause 5.1* shall prevent:

- (a) the payment by Council of interest at a rate no greater than that presently being charged by the bankers of the Council for overdrawn accounts on money lent by any Member, or reasonable and proper rent for premises demised or let by any Member to the Council;
- (b) the payment by Council of remuneration to any officers or servants of the Council or other person (including a Member) in return for any services genuinely rendered to the Council; and,
- (c) the Council from using its income or property to support the activities provided by the Council to the Members as contemplated by the Objects provided that no Director shall receive payment by fees or remuneration or other benefits in money or in kind from the Council for services rendered as a Director, except the payment of out-of-pocket expenses and provided further that Board approval is required for any payment made to a Director.

**5.3** Directors shall be paid, or allowed out of the funds of the Council, such reasonable and appropriate remuneration or emoluments for their services to the Council, other than those services of a Director, as the Board approves.

## **6. LIMITATION OF LIABILITY**

**6.1** The liability of the Members is limited.

**6.2** Every Member undertakes to contribute to the assets of the Council, in the event of the Council being wound up while it is a Member, or within one year after it ceases to be a Member, for payment of the debts and liabilities of the Council (contracted before it ceases to be a Member)

and of the costs, charges, and expenses of winding up and for the adjustment for the rights of the contributories, among themselves, such amount as may be required not exceeding ten dollars (\$10.00).

## **7. MEMBERSHIP**

**7.1** The Members of the Council will be those organisations whose applications for membership of the Council have been accepted in accordance with the provisions of this Constitution.

### **(a) Classes of Members**

**7.2** Members of the Council shall comprise the following classes:

- (a) Ordinary Member;
- (b) Associate Member; and,
- (c) any other class of member determined by the Council in General Meeting.

### **(b) Ordinary Member**

**7.3** To be eligible to become an Ordinary Member an organisation must be an Aboriginal Community Controlled Health Service.

**7.4** Every application for Ordinary Membership must be made in writing addressed to the Secretary and will be in such form as the Board from time to time determines.

**7.5** Where the Board determines that the applicant is eligible for Ordinary Membership, the application for membership shall be presented to the next General Meeting.

**7.6** The Board may, but need not, recommend that the Council in General Meeting accepts the application.

**7.7** The Council in General Meeting may, at its discretion, accept or refuse the application and need not assign a reason for any refusal.

**7.8** Upon acceptance of the application, the applicant will, subject to the immediate payment of any required initial joining fee, become an Ordinary Member.

### **(c) Associate Member**

**7.9** To be eligible to become an Associate Member an organisation must be either:

- (a) an Aboriginal Community Controlled Health Committee; or
- (b) an Aboriginal Community Controlled Health Related Service.

**7.10** Every application for Associate Membership must be made in writing addressed to the Secretary and will be in such form as the Board from time to time determines.

- 7.11 An organisation applying for Associate Membership must also be nominated in writing by a Director.
- 7.12 Where the Board determines that the applicant is eligible for Associate Membership, the application for membership shall be presented to the next General Meeting.
- 7.13 The Board may, but need not, recommend that the Council in General Meeting accepts the application.
- 7.14 The Council in General Meeting may, at its discretion, accept or refuse the application and need not assign a reason for any refusal.
- 7.15 Upon acceptance of the application, the applicant will, subject to the immediate payment of any required initial joining fee, become an Associate Member.

**(d) Membership Fees**

- 7.16 The Board may determine that an initial joining fee and an annual membership fee shall apply.
- 7.17 The initial joining fee, if any, is payable by an applicant at the time of its application for membership being accepted.
- 7.18 The annual membership fee for each year, if any, will become due and payable in advance by the last business day of June of the previous year.
- 7.19 If the annual membership fee of a Member remains unpaid for a period of two months after it becomes due, the Member may, after notice of the default is given by the Secretary, be barred by resolution of the Board from all privileges of membership provided that the Board may, subject to *Clause 8.1(f)*, reinstate the Member on payment of all arrears if the Board thinks fit to do so.

**(e) Register of Members**

- 7.20 Upon any organisation becoming a Member, the Secretary will enter the name of such organisation in the Register of Members, the type of membership it holds and the date it became a Member.
- 7.21 The Register of Members shall be kept at the Registered Office or the principal place of business of the Council and must be open for inspection, free of charge, at any reasonable hour and otherwise in accordance with the *Corporations Act*.

**(f) No Rights to Property**

- 7.22 Membership of the Council does not confer upon any Member any right, title or interest, whether legal or equitable, in the property of the Council.

**(g) Membership rights not transferable**

**7.23** The rights and privileges of every Member are held personally and will not be transferable by any act of the Member or by operation of the *Corporations Act* and will cease on cessation of membership.

**(h) Information from Members**

**7.24** The Board may from time to time request information from Members to ensure that the Register of Members is up to date and to otherwise ensure that Members are complying with their obligations under this Constitution.

**8. CESSATION OF MEMBERSHIP**

**8.1** A Member ceases membership of the Council if it:

- (a) resigns by notice in writing;
- (b) ceases to be incorporated;
- (c) becomes an externally administered body corporate (as defined in the *Corporations Act*);
- (d) ceases to operate in its capacity as an Aboriginal Community Controlled Health Service, Aboriginal Community Controlled Health Committee or an Aboriginal Health Related Service, as the case may be;
- (e) is expelled pursuant to *Clause 9*; or
- (f) fails to pay the annual membership fee, if any, for a period of 12 months since it became due and payable.

**8.2** Nothing in *Clause 8.1(b)* shall have any operation in relation to an unincorporated body which is a Member as at 28<sup>th</sup> November 2008.

**9. DISCIPLINING OF MEMBERS**

**(a) Complaint about a Member**

**9.1** In this *Clause 9*, a “Complaint” is a complaint received from a Director or a Member that another Member has:

- (a) refused to, or persistently neglected to, comply with a provision or provisions of the Constitution; or
- (b) persistently and wilfully acted in a manner prejudicial to the interests of the Council.

**9.2** On receiving a Complaint, the Board must:

- (a) cause written notice of the Complaint to be served on the Member about whom the Complaint has been made;
- (b) give the Member at least twenty one (21) days from service of the notice to make a

submission to the Board in connection with the Complaint; and

(c) take into consideration any submission made by the Member.

**9.3** Where, after due consideration of the Complaint and any submission made by the Member, the Board is satisfied that the facts alleged in the Complaint have been proved, the Board may resolve to:

(a) expel the Member from membership of the Council; or,

(b) suspend the Member from membership of the Council for a period determined by the Board provided that in any implementation of this ruling the Board shall have regard to the rules of Natural Justice.

**9.4** Where the Board expels or suspends a Member the Secretary must, within seven (7) days after the action is taken, cause written notice to be served on the Member of the action taken, indicating the reasons given by the Board for having taken that action and of the Member's right of appeal under *Clause 9.5*.

**(b) Right of Appeal of Disciplined Member**

**9.5** A Member may by written notice to the Council within twenty one (21) days of service of the notice referred to in *Clause 9.4*, request that a resolution under *Clause 9.3* be reviewed by the Council in General Meeting.

**9.6** If a request under *Clause 9.5* is made, the Board shall, as soon as practicable, convene a General Meeting (and where the Board believes it more practical to do so, it may defer the matter until the next Annual General Meeting) to propose a resolution as a Special Resolution to confirm the expulsion or the suspension of the Member, as the case may be.

**9.7** The notice for the General Meeting convened in accordance with *Clause 9.6* shall be accompanied by a statement of the grounds on which the Member intends to rely for the purposes of the appeal, where such a statement is provided by the Member prior to the date proposed for the issue of the notice.

**9.8** At a General Meeting convened under *Clause 9.6*:

(a) the Board and the Member must be given the opportunity to state their respective cases orally or in writing, or both; and

(b) any determination at the General Meeting shall be determined by a poll.

**9.9** The resolution under *Clause 9.3* takes effect:

(a) if the Member gives a notice under *Clause 9.5*, on the date the resolution is confirmed by Special Resolution by the Council in General Meeting; or

(b) if the Member does not give a notice under *Clause 9.5*, on the date of the resolution.

**9.10** Where the Council in General Meeting fails to pass the Special Resolution, the resolution pursuant to *Clause 9.3* shall be of no effect.



**9.11** A Member who is expelled or suspended continues to be liable for:

- (a) any annual membership fee due and unpaid at the date of expulsion or suspension; and
- (b) all other moneys due by it to the Council.

## **10. DELEGATES**

### **(a) Ordinary Member Delegates**

**10.1** An Ordinary Member may appoint two (2) persons to act as its Delegates to exercise all or any of the powers the Ordinary Member may exercise at a General Meeting.

### **(b) Associate Member Delegates**

**10.2** An Associate Member may appoint a person to act as its Delegate to exercise all or any of the powers the Associate Member may exercise at a General Meeting.

### **(c) Delegates Generally**

**10.3** The appointment of a Delegate, whether of an Ordinary Member or an Associate Member, may be for one or more General Meetings or may be a standing appointment.

**10.4** Subject to *Clause 10.5*, the Member shall advise the Secretary in writing of the appointee's name prior to the meeting at which the appointee will attend and vote.

**10.5** The Board may from time to time issue guidelines concerning the timing and manner of notification of the appointment of Delegates.

**10.6** Where, prior to or at a General Meeting, more than two persons assert that they are the Delegates of an Ordinary Member for that Meeting then, in the absence of the persons resolving the issue amongst themselves, the Board shall determine which of the persons shall be the Delegates for the meeting.

## **11. DISCIPLINING OF DELEGATES**

**11.1** In this *Clause 11*, a "Complaint" is a complaint received from a Director or a Member that a Delegate has:

- (a) refused to, or persistently neglected to, comply with a provision or provisions of the Constitution; or
- (b) persistently and wilfully acted in a manner prejudicial to the interests of the Council.

**11.2** On receiving such a Complaint, the Board must:

- (a) cause written notice of the Complaint to be served on the Delegate about whom the Complaint has been made and the Delegate's Member;

- (b) give the Delegate and the relevant Member at least twenty one (21) days from service of the notice to make submissions to the Board in connection with the Complaint; and
  - (c) take into consideration any submissions made by the Delegate and the relevant Member in connection with the Complaint.
- 11.3** Where, after due consideration of the Complaint and any submissions made by the Delegate and the relevant Member, the Board is satisfied that the facts alleged in the Complaint have been proved the Board may resolve to:
  - (a) expel the Delegate; or
  - (b) suspend the Delegate from General Meetings for a period determined by the Board provided that in any implementation of this ruling the Board shall have regard to the rules of Natural Justice.
- 11.4** Where the Board expels or suspends a Delegate the Secretary must, within seven (7) days after the action is taken, cause written notice to be served on the Delegate and the relevant Member of the action taken, indicating the reasons given by the Board for having taken that action and of the Delegate's right of review under *Clause 11.5*.
- 11.5** A Delegate may by notice in writing to the Council within twenty one (21) days of service of the notice referred to in *Clause 11.4*, request that a resolution under *Clause 11.3* be reviewed by the Council in General Meeting.
- 11.6** If a request under *Clause 11.5* is made, the Board shall, as soon as practicable, convene a General Meeting (and where the Board believes it more practical to do so, may defer the matter until the next Annual General Meeting) to propose a resolution as a Special Resolution to confirm the expulsion or the suspension of the Delegate, as the case may be.
- 11.7** The notice for the General Meeting convened in accordance with *Clause 11.6* shall be accompanied by a statement of the grounds on which the Delegate intends to rely for the purposes of the appeal, where such a statement is provided by the Delegate prior to the date proposed for the issue of the notice.
- 11.8** At a General Meeting convened under *Clause 11.6*:
  - (a) the Board and the Delegate and the relevant Member must be given the opportunity to state their respective cases orally or in writing, or both; and
  - (b) any determination at the General Meeting shall be determined by a poll.
- 11.9** The resolution under *Clause 11.3* takes effect:
  - (a) if the Delegate gives a notice under *Clause 11.5*, on the date the resolution is confirmed by a Special Resolution by the Council in General Meeting; or
  - (b) if the Delegate does not give a notice under *Clause 11.5*, on the date of the resolution.
- 11.10** Where the Council in General Meeting fails to pass the Special Resolution, the resolution pursuant to *Clause 11.3* shall be of no effect.

## **12. PATRONS**

- 12.1** The Council in General Meeting may from time to time appoint a patron or patrons for the Council. A patron or patrons shall have such duties as determined by the Council and shall serve at the pleasure of the Council and may be removed with or without cause, as deemed appropriate by the Council.

## **13. GENERAL MEETINGS**

### **(a) Who may call General Meetings**

- 13.1** Subject to the *Corporations Act*, the Board may call a General Meeting at a time and place as the Board resolves.
- 13.2** The Board must call and arrange to hold a General Meeting on the request of Ordinary Members made in accordance with *Section 249D* of the *Corporations Act*.
- 13.3** The Ordinary Members may call and arrange to hold a General Meeting as provided by *Section 249F* of the *Corporations Act*.

### **(b) Annual General Meeting**

- 13.4** An Annual General Meeting of the Council will be held in accordance with the provisions of the *Corporations Act*.

### **(c) Notice of General Meeting**

- 13.5** Subject to the provisions of the *Corporations Act* as to short notice, not less than twenty one (21) days' notice of a General Meeting must be given in writing to each Member.
- 13.6** A notice convening a General Meeting must specify the place, day and hour of the Meeting and in the case of special business the general nature of the special business to be dealt with at the meeting and there must appear in it a statement that:
- (a) a Member who is entitled to attend and vote is entitled to appoint up to two proxies; and
  - (b) a proxy need not be a Member.

### **(d) Auditor's right to attend General Meetings**

- 13.7** The Auditor, or an agent authorised by the Auditor in writing for the purpose, is entitled to attend any General Meeting, to receive all notices of and other communications relating to any General Meeting which a Member is entitled to receive and to be heard at any General Meeting on any part of the business of the General Meeting which concerns the Auditor in that capacity, and is entitled to be heard notwithstanding that the Auditor retires at that Meeting or a resolution to remove the Auditor from office is passed at that Meeting.

### **(e) Cancellation or postponement of a General Meeting**

- 13.8** Where a General Meeting (including an Annual General Meeting) is convened by the Board, it may, whenever it thinks fit prior to the Meeting, cancel the Meeting or postpone the holding of the Meeting to a date and time determined by it. The Board may, at its discretion, give notice of cancellation, with the failure to give notice not affecting the validity of the cancellation.
- 13.9** Written notice of postponement of a General Meeting must be given to all persons entitled to receive notices of General Meetings at least three (3) days before the date for which the Meeting is convened and must specify the reason for postponement.
- 13.10** A notice postponing the holding of a General Meeting must specify:
- (a) a date and time for the holding of the Meeting; and
  - (b) a place for the holding of the Meeting, which may be either the same as, or different from, the place specified in the notice convening the Meeting.
- 13.11** The number of days from the giving of a notice postponing the holding of a General Meeting to the date specified in that notice for the holding of the Meeting may not be less than the number of days' notice of the meeting required to be given by this Constitution or the *Corporations Act*.
- 13.12** The only business that may be transacted at a General Meeting which is postponed is the business specified in the notice convening the Meeting.
- 13.13** The accidental omission to give notice of the postponement of a General Meeting to, or the non-receipt of any such notice by, any person entitled to notice does not invalidate that postponement or any resolution passed at a postponed Meeting.
- 13.14** If:
- (a) by the terms of an instrument appointing a proxy, a proxy is authorised to attend and vote at a General Meeting to be held on a specified date or at a General Meeting or General Meetings to be held on or before a specified date; and
  - (b) the date for holding the Meeting is postponed to a date later than the date specified in the instrument of proxy, then, by force of this *Clause*, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy unless the Member appointing the proxy gives to the Council at its Registered Office notice in writing to the contrary not less than forty eight (48) hours before the time to which the holding of the Meeting has been postponed.
- 13.15** The Board shall not cancel or postpone a General Meeting:
- (a) called pursuant to *Clause 13.2*, without the consent of the Members who requested the Meeting; or
  - (b) called pursuant to *Clause 13.3*, without the consent of the Members who called the Meeting.

## **14. PROCEEDINGS AT GENERAL MEETINGS**

### **(a) Business of Annual General Meeting**

**14.1** The business of an Annual General Meeting is to:

- (a) consider the annual financial report, Directors' report and Auditor's report;
- (b) facilitate the appointment of a Director and Alternate Director for each Region pursuant to *Clause 16*, if required in a particular year;
- (c) receive the declaration by the chair of the meeting of the appointed Directors and Alternate Directors pursuant to *Clause 16.8*, if required in a particular year;
- (d) elect a Director, and alternate and any additional Director to become a member of the Executive Committee of NACCHO pursuant to *Clause 23*;
- (e) receive the NACCHO Report;
- (f) receive the Membership Report; and
- (g) appoint the Auditor, if required.

### **(b) Special Business**

**14.2** Any business which is transacted at the Annual General Meeting other than that referred to in *Clause 14.1*, and any business at any other General Meeting, is special business.

### **(c) Quorum**

**14.3** An item of business may not be transacted at a General Meeting unless a quorum is present when the Meeting proceeds to consider it, but if a quorum is present at the beginning of a Meeting it is to be deemed present throughout the Meeting unless the Chair of the Meeting on the Chair's own motion or at the instance of a Member or proxy who is present otherwise declares.

**14.4** A quorum for a General Meeting is ten (10) Ordinary Members who are present in person through their Delegates or proxies.

**14.5** If within thirty (30) minutes after the time appointed for a Meeting a quorum is not present, the Meeting:

- (a) if called pursuant to *Clauses 13.2* or *13.3*, is dissolved; and
- (b) in any other case, stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Board appoints by notice to the Members and others entitled to notice of the Meeting.

**14.6** A quorum for an adjourned General Meeting is five (5) Ordinary Members who are present through their Delegates or proxies and if a quorum is not present within thirty (30) minutes after the time appointed for the adjourned Meeting the Meeting is dissolved.

**14.7** In determining whether a quorum for a General Meeting (including an adjourned General Meeting) is present, where more than one (1) Delegate or proxy of an Ordinary Member is present, only one of those persons is to be counted.

**(d) Chairing General Meetings**

**14.8** The Chairperson is entitled to preside at General Meetings, but if the Chairperson is not present and able and willing to act within fifteen (15) minutes after the time appointed for a meeting or has signified an intention not to be present and able and willing to act, the following may preside (in order of entitlement):

- (a) the Deputy Chairperson,
- (b) a Director chosen by a majority of the Directors present,
- (c) the only Director present, and
- (d) a Delegate of an Ordinary Member chosen by a majority of the Ordinary Members present.

**(e) How Questions Decided**

**14.9** Notwithstanding the Council's commitment to the principles of consensus in decision making, every question submitted to a General Meeting is, subject to this Constitution, to be decided by a show of hands, unless before or on the declaration of the result of the show of hands a poll is demanded by:

- (a) the Chair of the Meeting; or
- (b) the Delegates or proxies of at least two (2) Ordinary Members who are present in person or by proxy.

**14.10** Unless a poll is so demanded and the demand is not withdrawn, a declaration by the Chair of the General Meeting that the motion has been carried or carried unanimously or without dissent or by a particular majority or lost and an entry to that effect in the minutes of the Meeting are conclusive evidence of that and it is not necessary to prove the number or proportion of votes cast in favour of or against the motion.

**14.11** Subject to *Clause 14.12*, if a poll is so demanded and the demand is not withdrawn, it must be taken as the chair of the General Meeting then or subsequently determines and the result of the poll is to be deemed the resolution of the Meeting at which the poll was demanded.

**14.12** A poll demanded on the election of a Chair of a General Meeting or on a question of adjournment is to be taken at the Meeting and without adjournment.

**14.13** A demand for a poll does not prevent the continuance of the General Meeting for the transaction of any business other than the question on which the poll has been demanded.

**(f) Objection to voting qualifications**

**14.14** Objection may not be raised to the right of a person to attend or vote at a General Meeting or adjourned Meeting or to vote on a poll except at that Meeting or adjourned Meeting or when that poll is taken, and every vote not disallowed at the Meeting or adjourned Meeting or when the poll is taken is valid.

**14.15** If there is a dispute as to the admission or rejection of a vote, the Chair of the Meeting must decide it and the Chair's decision made in good faith is final and conclusive.

**(g) Adjournment**

**14.16** The Chair of a General Meeting may, with the consent of any Meeting at which a quorum is present (and shall if so directed by the Meeting), adjourn the Meeting from time to time and place to place, but the only business that may be transacted at an adjourned meeting is the business left unfinished at the Meeting from which the adjournment took place.

**14.17** When a General Meeting is adjourned in accordance with *Clause 14.16* for thirty (30) days or more, notice of the adjourned General Meeting shall be given as in the case of an original Meeting, otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.

**15. ATTENDANCE AND VOTING OF MEMBERS**

**(a) Right to attend and speak at General Meetings**

**15.1** Subject to *Clause 15.2*, all Members have the right to attend and speak at General Meetings through:

- (a) up to two (2) Delegates or up to two proxies in the case of each Ordinary Member, and
- (b) one (1) Delegate or one proxy in the case of each Associate Member.

**15.2** A Member shall not be entitled to attend and speak at any General Meeting:

- (a) if its annual membership fee, if any, is more than two months in arrears at the date of the Meeting; or
- (b) during a period of suspension.

**15.3** All Delegates present at a General Meeting shall sign their name in an attendance book to be kept for that purpose and this record shall be included in the minutes for that Meeting.

**(b) Right to vote at General Meetings**

**15.4** Subject to *Clause 15.5*, an Ordinary Member has a right to vote at a General Meeting through up to two (2) Delegates or up to two (2) proxies.

**15.5** An Ordinary Member shall not be entitled to vote at any General Meeting:

- (a) if its annual membership fee, if any, is more than two (2) months in arrears at the date of the Meeting; or
- (b) during a period of suspension.

**15.6** An Associate Member has no right to vote at a General Meeting.

**(c) How voting is to be determined**

**15.7** Subject to the rights and any restrictions attached to or affecting any class of Members and to any other restrictions in this Constitution:

- (a) on a show of hands, each Ordinary Member has two (2) votes (whether exercised by its one or two Delegates or by its one or two proxies in attendance);
- (b) on a poll, each Ordinary Member has two (2) votes (whether exercised by its one or two Delegates or by its one or two proxies in attendance); and
- (c) if there is an equal number of votes, whether on a show of hands or on a poll, the chair of the General Meeting is entitled to a casting vote in addition to any votes to which that person is entitled as a Delegate of a Member.
- (d) If a proxy has 2 appointments that specify different ways to vote on a resolution, the proxy must not vote on a show of hands.

**(d) Right to Appoint Proxies**

**15.8** An Ordinary Member is entitled to appoint up to two (2) persons as its proxies and an Associate Member is entitled to appoint one person as its proxy.

**15.9** A Member entitled to attend at a General Meeting, is entitled to appoint a proxy in accordance with *Clause 15.8*, whether they be an individual or a body corporate and whether a Member or not, as its proxy to attend in the Member's place at the Meeting and a proxy has the same right as the Member to speak, vote and to demand or join in demanding a poll at the Meeting.

**15.10** The appointing Member will be entitled to instruct a proxy to vote in favour of, or against, or to abstain from voting on, any proposed resolution. Unless otherwise instructed, a proxy may vote or abstain from voting as he or she thinks fit.

**15.11** The instrument appointing a proxy may be in the form as found at *Schedule 3* or in a common or usual written form which otherwise conforms with any requirements of the *Corporations Act*.

**15.12** To be effective, an instrument appointing a proxy under this clause must be received at the Registered Office, at a fax number at the Registered Office or at a place, fax number or electronic address specified for the purpose in the notice of meeting at least forty eight (48) hours before the Meeting.



## 16. BOARD OF DIRECTORS

### (a) The Board - Composition and Membership

**16.1** Until the conclusion of the Annual General Meeting immediately following the Annual General Meeting held 28<sup>th</sup> November 2008, the Board shall comprise thirteen (13) directors, being those Directors determined in accordance with the constitution applying immediately prior to the conclusion of the Annual General Meeting held 28<sup>th</sup> November 2008. Thereafter, the Board shall comprise twelve (12) Directors, being those persons appointed in accordance with *Clauses 16.2 to 16.8* of this Constitution.

**16.2** At each Annual General Meeting where Directors are to stand for election, those Delegates of Ordinary Members from a Region who are present at the Meeting shall appoint, pursuant to any process determined by the Board, from amongst the Delegates of Ordinary Members from that Region (whether in attendance at the Meeting or not, but subject to *Clause 16.3*):

- (a) a person to become a Director from that Region; and
- (b) a person to become an Alternate Director from that Region.

**16.3** In order to be eligible for appointment as a Director or Alternate Director a person shall:

- (a) be an Aboriginal person;
- (b) have provided his or her written consent to so act prior to the Annual General Meeting; and
- (c) shall not be a Disqualified Person or an Ineligible Person.

**16.4** In the event that the appointment process pursuant to *Clause 16.2* results in a situation where two (2) or more persons have received equal votes for the position of Director, those persons shall attempt to reach agreement amongst themselves:

- (a) as to who shall be the Director and who shall be the Alternate Director for that Region; and
- (b) the term to be served by the Director and the Alternate Director, provided that no term shall extend beyond the conclusion of the second Annual General Meeting.

In this *Clause 16*, the “second Annual General Meeting” shall mean the Annual General Meeting immediately following the next Annual General Meeting.

**16.5** In the event that the persons are able to reach agreement in accordance with *Clause 16.4*, the persons appointed shall, following the declaration by the Chair of the meeting pursuant to *Clause 16.8*, hold office according to the terms of the agreement.

**16.6** In the event that the persons are unable to reach an agreement in accordance with *Clause 16.4* within a reasonable time, a person independent of any Member, not an employee of the Council and nominated by the Chair of the meeting shall break the deadlock by lot, in accordance with a method determined by the Board.

- 16.7** Where there is a determination by lot pursuant to *Clause 16.6*:
- (a) the first person to be determined by lot shall be the Director for the Region until the conclusion of the next Annual General Meeting and thereupon shall become the Alternate Director for the Region until the conclusion of the second Annual General Meeting; and
  - (b) the second person to be determined by lot shall be the Alternate Director for the Region until the conclusion of the next Annual General Meeting and thereupon shall become the Director for the Region until the conclusion of the second Annual General Meeting.
- 16.8** Upon the declaration by the Chair of the Annual General Meeting of:
- (a) the appointment of a person pursuant to *Clause 16.2*,
  - (b) the agreement to appoint a person pursuant to *Clauses 16.4 and 16.5*; or
  - (c) the determination of a person by lot pursuant to *Clauses 16.6 and 16.7* for the position of Director or Alternate Director, the person shall become a Director or Alternate Director, as the case may be.
- 16.9** Subject to the provisions of *Clause 16.5 and 16.7*, each Director shall, unless their office becomes vacant pursuant to *Clause 17*, hold office until the conclusion of the second Annual General Meeting, but is eligible for re-election.
- 16.10** In the event that a Director is unwilling or unable to act as a Director, then, notwithstanding the agreement reached pursuant to *Clause 16.4* or the determination by lot pursuant to *Clause 16.7*, the Alternate Director appointed for that Director's Region may act instead of the Director during the period that the Director is unable or unwilling to act.
- 16.11** An Alternate Director shall have the right to receive notice of meetings of the Board and to attend and vote at those meetings and exercise all the powers of a Director.

**(b) Inadequate Numbers**

- 16.12** The Board may act notwithstanding a vacancy in its number but, if and so long as the number of Directors falls below the number necessary for a quorum under *Clause 19.13*, the Board may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that quorum or of summoning a General Meeting.

**(c) Chairperson and Deputy Chairperson**

- 16.13** The Board must elect a Chairperson and a Deputy Chairperson and may determine the period during which each is to hold office.
- 16.14** The Chairperson or Deputy Chairperson may be removed from that office by a resolution of the Board, of which not less than 14 days' notice has been given to all Directors.

**16.15** *Clauses 16.13 and 16.14 shall not operate in relation to the Chairperson or Deputy Chairperson elected by the Council in General Meeting at the Annual General Meeting held 28<sup>th</sup> November 2008.*

**(d) Role of Chairperson**

**16.16** The Chairperson shall:

- (a) represent the Board publicly and be the public spokesperson for the Council;
- (b) facilitate the negotiation with all governments and their ministerial staff, departmental personnel, agencies and non-government organisations which relate to the Objects and other peak Aboriginal secretariats, bodies and Aboriginal community organisations in matters relating to the Objects;
- (c) provide advice and guidance on policy matters to the Chief Executive Officer;
- (d) adjudicate and act as mediator in any dispute between Members relating to membership of the Council, and any dispute between Members and the Council, in accordance with:
  - (i) the rules of Natural Justice;
  - (ii) the Aboriginal ethical values of trust, integrity and consensus; and
  - (iii) the spirit of Aboriginal Community Control; and
- (e) be responsible to the Board to ensure that absolute discretion, culturally appropriate protocol and confidentiality shall apply in all Council activities, meetings and dealings related to Aboriginal Religion, associated spiritual matters, cultural traditions, customs, heritage, lore, law, sacred sites, land rights and Community knowledge throughout the diverse Aboriginal communities of the State.

**16.17** The Chairperson may delegate any of his or her responsibilities to a Director or the Chief Executive Officer, provided that such delegate shall keep the Chairperson informed to the extent required by the Chairperson about the exercise of such delegated responsibility.

**(e) Role of Deputy Chairperson**

**16.18** The Deputy Chairperson shall, during any absence of the Chairperson or when the Chairperson is unable or unwilling to perform the duties of office, act as Chairperson.

**17. VACATION OF OFFICE and CONFLICT OF INTEREST**

**(a) Vacation of Office**

**17.1** A vacancy in the office of a Director occurs where the Director:

- (a) dies;

- (b) ceases to be an individual member of a Member;
- (c) becomes an insolvent under administration within the meaning of the *Corporations Act*;
- (d) resigns office by notice in writing given to the Council;
- (e) is removed from office pursuant to *Clause 17.2*;
- (f) becomes of unsound mind or a person whose property is liable to be dealt with under mental health legislation;
- (g) is absent without the consent of the Board from all meetings of the Board held during a period of six (6) months;
- (h) becomes a Disqualified Person;
- (i) holds any office of profit under the Council without approval from the Board;
- (j) receives any payment from the Council otherwise than in accordance with this Constitution; or
- (k) becomes directly or indirectly interested (within the meaning of the *Corporations Act*) in any contract or proposed contract with the Council, other than in accordance with *Clauses 17.7 to 17.10*.

**(b) Removal of Directors**

**17.2** The Council in General Meeting may, by ordinary resolution, remove any Director from office before the expiration of the Director's term of office in accordance with *Section 203D* of the *Corporations Act*.

**17.3** Where a Director, to whom a proposed resolution referred to in *Clause 17.2* above relates, makes representations in writing to the Council and requests that the representations be notified to the Members, the Council shall cause to be sent a copy of the representations to be sent to each Member. Further, the Director shall have the right to make such representations orally at the General Meeting at which the resolution is to be considered.

**(c) Casual Vacancies**

**17.4** Where a Director's office shall become vacant, the Alternate Director shall automatically succeed the Director and shall hold office until the expiration of the term of office of the Director so removed.

**17.5** In the event that there is no Alternate Director for the Director whose office has become vacant or if the relevant Alternate Director is unable or unwilling to act as Director then the Delegates of Ordinary Members from the relevant Region shall, within thirty (30) days of a request to do so by the Board, appoint a person to become the Director, failing which the Board shall, after consultation with the Ordinary Members within that Region, appoint a person from the Region to become the Director provided that any appointee shall satisfy the provisions of *Clauses 16.3 (a) and (c)* and shall consent in writing to the appointment.

**17.6** Any person appointed pursuant to *Clause 17.5* shall hold office until the next Annual General Meeting where the appointment of Directors is to occur.

**(d) Interests of Directors**

**17.7** Subject to *Clause 17.8*, a Director may:

- (a) hold an office or position of profit (except as Auditor) in the Council, on any terms as the Board resolves;
- (b) hold an office or otherwise be interested in any related body corporate of the Council or other body corporate in which the Council is interested; or
- (c) act, or the Director's firm may act, in any professional capacity for the Council (except as Auditor) or any related body corporate of the Council or other body corporate in which the Council is interested, and retain the benefits of doing so if the Director discloses in accordance with the *Corporations Act* the interest giving rise to those benefits.

**17.8** Unless exempted by the *Corporations Act*, a Director who has a material personal interest in a matter that relates to the affairs of the Council must give the other Directors notice of the interest in accordance with the *Corporations Act*.

**17.9** If a Director discloses the interest of the Director in accordance with the *Corporations Act*:

- (a) the Director may contract or make an arrangement with the Council, or a related body corporate of the Council or a body corporate in which the Council is interested, in any matter in any capacity;
- (b) the Director may, subject to the *Corporations Act*, be counted in a quorum for a meeting of Directors considering the contract arrangement;
- (c) the Director may not sign on behalf of the Council, or witness the affixing of the Seal to, any document in respect of the contract or arrangement;
- (d) the Director may retain the benefits under the contract or arrangement; and
- (e) the Council cannot avoid the contract or arrangement merely because of the existence of the Director's interest.

**17.10** A Director who has a material personal in a matter being considered at a Board meeting must not:

- (a) be present while the matter is being considered at the meeting; or
- (b) vote on the matter unless permitted to do so in accordance with the *Corporations Act*.

## **18. POWERS OF DIRECTORS**

### **(a) Governing Body**

**18.1** As the governing body for the Council, the Board has the power to oversee, manage and control the affairs of the Council and may exercise all such powers and do all such things as the Council is by this Constitution or otherwise authorised to exercise and do and are not by this Constitution or by statute required to be exercised or done by the Council in General Meeting.

**18.2** The Directors may at any time and from time to time make any rules and regulations in pursuance of the powers conferred by this Constitution not inconsistent with this Constitution.

### **(b) Cultural Heritage**

**18.3** The Board shall:

- (a) conduct all its affairs and deliberations cognisant of the Council's cultural heritage and its implicit imperatives;
- (b) ensure its actions are underpinned by:
  - i. the rules of Natural Justice;
  - ii. the Aboriginal ethical values of trust, integrity and consensus; and
  - iii. the spirit of Aboriginal Community Control provided that in doing so it shall not act inconsistently with the *Corporations Act*, the *ITAA 1997* or this Constitution.

### **(c) Regional Role**

**18.4** In addition to the responsibilities of being a member of the Board, a Director shall represent the interests of the Members from within his or her Region and actively seek to further the Objects for Aboriginal people within that Region.

**18.5** A Director shall ensure that he or she complies with any Board policies:

- (a) aimed at providing information about the Council or the Board to the Members; or
- (b) aimed at communicating with Members in their Region.

**18.6** The Board shall on a regular basis issue to Members bulletins or other advices concerning:

- (a) the policies or activities of the Council; or
- (b) the activities or decisions of the Board.

### **(d) Validity of Acts of Directors**

**18.7** All acts of the Board, a Board Committee or a person acting as a Director or a member of a Board Committee are valid notwithstanding that it is afterwards discovered that there was

some defect in the appointment, election or qualification of any of the Directors or that they or any of them were disqualified or had vacated office.

## **19. MEETINGS OF THE BOARD**

### **(a) Board Meetings**

**19.1** Subject to the requirement that the Board must meet at least twice in any twelve (12) month period, the Board may meet, adjourn and the otherwise regulate its meetings as it sees fit.

**19.2** A meeting of the Board may be held at such place, time and manner as the Board may determine using any technology consented to by all Directors.

**19.3** The consent of a Director under *Clause 19.2* may be for all meetings of the Board or for one or more meetings.

### **(b) Who may call meetings of the Board**

**19.4** The Board may call a meeting of the Board at any time.

**19.5** The Chairperson may call a meeting of the Board at any time.

### **(c) Notice of meeting of Directors**

**19.6** Subject to this Constitution, notice of a meeting of the Board must be given to each Director, other than a Director on leave of absence approved by the Board.

**19.7** A notice of a meeting of the Board:

- (a) must specify the time and place of the meeting;
- (b) need not state the nature of the business to be transacted at the meeting;
- (c) must be given within a reasonable time before a meeting, which in any case shall not be less than seven (7) days, unless for a specific meeting a lesser period is agreed by all Directors;
- (d) must be given to each Director; and
- (e) may be given in person, by post, by telephone, by fax, by email or other electronic means.

**19.8** A Director may waive notice of any meeting of the Board by notifying the Secretary to that effect in person, by post, by telephone, by fax, by email or other electronic means.

**19.9** The non-receipt of notice of a meeting of the Board by, or a failure to give notice of a meeting of the Board to, a Director does not invalidate any act, matter or thing done or resolution passed at the meeting if:

- (a) the non-receipt or failure occurred by accident or error;

- (b) before or after the meeting, the Director:
  - (i) has waived or waives notice of that meeting under *Clause 19.8*; or
  - (ii) has notified or notifies the Council of his or her agreement to that act, matter, thing or resolution personally or by post or by telephone, fax or other electronic means; or
  - (iii) the Director attended the meeting.

**19.10** Subject to the provisions of the *Corporations Act*, in every notice convening meetings of the Board a statement shall be made which indicates that Directors entitled to attend and vote can be represented, when necessary, by their Alternate Directors.

**(d) Quorum**

**19.11** No business is to be transacted by the Board unless a quorum is present and where, within one hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to an agreed alternate time and place.

**19.12** A quorum for a Board meeting must be present at all times during the meeting.

**19.13** Subject to the *Corporations Act*, a quorum for any meeting of the Board shall be one-half (or where one-half is not a whole number the whole number next higher than one-half) of the number of Directors in office entitled to vote on a resolution that may be proposed at that meeting.

**19.14** In the event of any Director retiring from a meeting due to an expressed conflict of interest or a pecuniary interest being declared, for the purposes of establishing a quorum, attendance shall be as if those so affected were in actual attendance but this provision shall not apply beyond the specific business matter being discussed.

**19.15** Where at the adjourned meeting a quorum is not present within one hour of the time appointed for the meeting, the meeting is to be dissolved.

**(e) Chairing Board Meetings**

**19.16** The Chairperson is entitled to preside at Board meetings, but if the Chairperson is not present and able and willing to act within fifteen (15) minutes after the time appointed for a meeting or has signified an intention not to be present and able and willing to act, the following may preside (in order of entitlement):

- (a) the Deputy Chairperson,
- (b) a Director chosen by a majority of the Directors present.

**(f) Board Committees**

**19.17** The Board may delegate any of its powers to sub-committees (“Board Committees”) consisting of the Directors that it thinks fit and may revoke that delegation. Any such Board Committee shall have power to co-opt persons who are not Directors and all members of a Board Committee shall be entitled to vote on matters to be determined by the



Board Committee.

- 19.18** A Board Committee to which any powers have been delegated under *Clause 19.17* must exercise those powers in accordance with any directions of the Board. These powers are then taken to have been exercised by the Board.
- 19.19** The Board shall appoint a Chair for a Board Committee. If at any meeting the Chair is not present within ten (10) minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chair of the meeting.
- 19.20** A Board Committee may meet and adjourn as it thinks proper.
- 19.21** No resolution of any Board Committee (“Board Committee resolution”) shall bind the Council unless either:
- (a) such Board Committee resolution is subsequently confirmed by the Board; or
  - (b) such Board Committee resolution was passed pursuant to, and in accordance with, the terms of a prior resolution of the Board (“an authorising resolution”) conferring authority on the Board Committee to pass the Board Committee resolution.

**(g) Voting and Decisions**

- 19.22** Questions arising at a meeting of the Board or of any Board Committee are to be determined by a majority of the votes of Directors present at the meeting.
- 19.23** Each Director present at a meeting of the Board (including the Director chairing the meeting) is entitled to one (1) vote on a matter arising at the meeting.
- 19.24** Subject to the *Corporations Act*, in the event of an equality of votes on any question, the Director chairing the meeting may exercise a second or casting vote.

**(h) Circulating Resolution**

- 19.25** The Board may pass a resolution without a Board meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- 19.26** Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- 19.27** The resolution is passed when the last Director signs.

**20. MINUTES**

- 20.1** The Board shall cause minute books to be kept in which the Council records within one (1) month after the date on which it occurs:-
- (a) proceedings and resolutions of General Meetings;
  - (b) proceedings and resolutions of Board meetings;

- (c) proceedings and resolutions of Board Committee meetings; and
- (d) resolutions passed by the Board without a meeting.

**20.2** Such minutes shall be signed within a reasonable time after the meeting by the Chair of the meeting at which the proceedings were held or by the Chair of the next succeeding meeting.

## **21. SECRETARY**

One or more Secretaries will be appointed by the Board in accordance with the *Corporations Act* for such term, at such remuneration (if any) and on such conditions as it thinks fit, and any Secretary so appointed may be removed with or without cause.

## **22. CHIEF EXECUTIVE OFFICER**

**22.1** The Board shall appoint a Chief Executive Officer.

**22.2** The Chief Executive Officer shall be an Aboriginal person and shall demonstrate a clear understanding of, and commitment, to the Objects, the definitions of “Aboriginal Health” and “Aboriginal Community Control in Health Services”.

**22.3** Where the Board determines that the Council shall have a Deputy Chief Executive Officer, the Chief Executive Officer shall appoint a person to the role with the endorsement of the Board, providing that in the appointment process the Chief Executive officer shall, where possible, have a preference for appointing a suitably qualified Aboriginal person to the role.

**22.4** The Deputy Chief Executive Officer shall report to the Chief Executive Officer.

**22.5** The Board may delegate to a Chief Executive Officer or the Deputy Chief Executive Officer any of the powers conferred on it by this Constitution, subject to such terms and restrictions as are determined by the Board, including in relation to:

- (a) any time period; and
- (b) any specific purposes.

**22.6** All or any of those powers may be given collaterally with or to the exclusion of the powers of the Board and may be revoked or varied by the Board.

**22.7** The terms and conditions of the employment of the Chief Executive Officer shall be determined and reviewed by the Board.

**22.8** The Chief Executive Officer shall attempt, where possible, to engage staff that demonstrate a clear understanding of and commitment to the Objects and the definitions of “Aboriginal health” and “Aboriginal Community Control in Health”.

**22.9** The Chief Executive Officer shall, where possible, have a preference for employing suitably qualified Aboriginal persons.

## **23. NACCHO EXECUTIVE COMMITTEE MEMBERS**

- 23.1** The Council is entitled to be represented on the Executive Committee of NACCHO (“Executive Committee”) by two (2) Directors, one (1) of whom is the Chairperson.
- 23.2** At each Annual General Meeting an additional Director (and their alternate) shall be elected to be the other Member of the Executive Committee (and their alternate).
- 23.3** In the event any of the two Members of the Executive Committee mentioned in *Clause 23.1* and *23.2*, holds office on the Executive Committee in their own right, either as the Chairperson or Vice Chairperson, an additional Director shall be elected as one of the two Members of the Executive Committee, where permitted by the NACCHO constitution.
- 23.4** The Chairperson and the Director elected in *Clause 23.2* or *23.3*, shall assume office as Members of the Executive Committee for a term of one year subject to the provisions of the Corporations Act and the Constitution upon the Secretary notifying NACCHO of their appointments.
- 23.5** In the event the Member of the Executive Committee chosen pursuant to *Clause 23.2* is unwilling or unable to act as an Member, the alternate chosen pursuant to *Clause 23.2* shall be able to act as the Member during the period of unwillingness or inability to act, as permitted by the NACCHO constitution.
- 23.6** Upon the resignation of the Chairperson to act as one of the two (2) Members of the Executive Committee, the Deputy Chairperson shall be appointed as an Member of the Executive Committee and, if the Deputy Chairperson is unwilling or unable to act or, after being appointed, resigns as a Member, the Board may appoint a further Director as a Member of the Executive Committee for the duration of the unexpired term of office.
- 23.7** The two (2) Members of the Executive Committee shall attend required meetings of the Executive Committee, report regularly to the Board and provide a joint report to Members at the Annual General Meeting (“the NACCHO Report”).
- 23.8** Any persons appointed to the Executive Committee shall provide the necessary consents to act.

## **24. SUB-DELEGATION**

Subject to any restriction imposed by this Constitution and the *Corporations Act* any such delegate or attorney may be authorized to sub-delegate all or any of the powers vested in that person.

## **25. AUTHENTICATION OF DOCUMENTS**

### **(a) Common Seal**

- 25.1** If the Council has a Seal, the Council may execute a document if that Seal is fixed to the document and the fixing of that Seal is witnessed by:
- (a) two (2) Directors;
  - (b) a Director and a Secretary; or
  - (c) a Director and another person appointed by the Directors for that purpose.

**25.2** The Council may execute a document without a Seal if the document is signed by:

- (a) Two (2) Directors;
- (b) a Director and a Secretary; or
- (c) a Director and another person appointed by the Directors for that purpose.

**25.3** The Council may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with *Clause 25.1* or *Clause 25.2*.

**25.4** Negotiable instruments may be signed, drawn, accepted, endorsed or otherwise executed by or on behalf of the Council in the manner and by the persons as the Directors resolve.

## **26. MISCELLANEOUS**

### **(a) Insurance and Indemnity**

**26.1** The Council must effect and maintain an adequate level of liability insurance and any other prescribed amount for liability insurance.

**26.2** To the extent permitted by the *Corporations Act*, the Council may:

- (a) indemnify each Relevant Officer against:
  - (i) a Liability of that person; and
  - (ii) Legal Costs of that person;
- (b) make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person;
- (c) pay, or agree to pay, a premium for a contract insuring a Relevant Officer against:
  - (i) a Liability of that person; and
  - (ii) Legal Costs of that person.
- (d) enter into an agreement or deed with:
  - (i) a Relevant Officer; or
  - (ii) a person who is, or has been an officer of the Council or a subsidiary of the Council, under which the Council must do all or any of the following:
    - (iii) keep books of the Council and allow either or both that person and that person's advisers access to those books on the terms agreed;
    - (iv) indemnify that person against any Liability of that person;
    - (v) make a payment (whether by way of advance, loan or otherwise) to that person in respect of Legal Costs of that person; and

- (vi) keep that person insured in respect of any act or omission by that person while a Relevant Officer or an officer of the Council or a subsidiary of the Council, on the terms agreed (including as to payment of all or part of the premium for the contract of insurance).

**(b) Accounts**

**26.3** The Board must cause the Council to maintain financial records and prepare financial reports in accordance with the requirements of the *Corporations Act*.

**26.4** The Board must cause the financial records of the Council to be audited in accordance with the requirements of the *Corporations Act*.

**(c) Auditor**

**26.5** A properly qualified Auditor or Auditors shall be appointed and his or their duties regulated in accordance with the *Corporations Act*.

**(d) Inspection of Books**

**26.6** Subject to the *Corporations Act* and any resolution of the Council in General Meeting, the Board may determine whether and to what extent and at what times and places and under what conditions and regulations the books and documents of the Council or any of them will be open to inspection by the Members and other persons.

**26.7** A Member or other person, not being a Director, has no right to inspect any of the books or documents of the Council except as conferred by statute or authorized by the Directors or by a resolution of the Council in General Meeting and is not entitled to require or receive any information concerning the affairs of the Council.

**(e) Notices to Members**

**26.8** The Council may give notice to a Member:

- (a) in person, by sending it by post to the address of the Member in the Register of Members or the alternative address (if any) nominated by that Member;
- (b) by sending it to the fax number, email address or other electronic address (if any) nominated by that Member;
- (c) by sending it by other means permitted by the *Corporations Act*.

**(f) Notice to Directors**

**26.9** The Council may give notice to a Director:

- (a) in person;
- (b) by sending it by post to the usual residential address of that person or the alternative address (if any) nominated by that person;

- (c) by sending it to the fax number or electronic address (if any) nominated by that person; or
- (d) by any other means agreed between the Council and that person.

**(g) Notice to the Council**

**26.10** A person may give notice to the Council:

- (a) by leaving it at the Registered Office;
- (b) by sending it by post to the Registered Office;
- (c) by sending it to the fax number at the Registered Office nominated by the Council for that purpose;
- (d) by sending it to the electronic address (if any) nominated by the Council for that purpose; or
- (e) by any other means permitted by the *Corporations Act*.

**(h) Time of Service**

**26.11** A notice sent by post to an address within Australia is taken to be given:

- (a) in the case of a notice of meeting, one Business Day after it is posted; or
- (b) in any other case, at the time at which the notice would be delivered in the ordinary course of post.

**26.12** A notice sent by fax is taken to be given on the Business Day it is sent, provided that the sender's transmission report shows that the whole notice was sent to the correct fax number during normal business hours at the receiver's address.

**26.13** A notice sent by email is taken to be given on the Business Day it is sent, provided that the sender does not receive advice that the email has not been delivered and provided that the email is received during normal business hours at the receiver's address.

**26.14** If the *Corporations Act* permits a notice of meeting to be given to a Member by notifying the Member (using the nominated notification means of that Member):

- (a) that the notice of meeting is available; and
- (b) how the Member may use the nominated access means of that Member to access the notice of meeting, the notice of meeting is taken to be given on the Business Day after the day on which the Member is notified that the notice of meeting is available.

**26.15** The giving of a notice by post is sufficiently proved by evidence that the notice:

- (a) was addressed to the correct address of the recipient; and

(b) was placed in the post.

**26.16** A certificate by a Director or Secretary or other officer of the Council of a matter referred to in *Clause 26.15* is sufficient evidence of the matter, unless it is proved to the contrary.

**26.17** Subject to the *Corporations Act*:

(a) if a given number of days' notice or notice extending over any other period is required to be given, the day on which the notice is to be deemed served and in case of a notice convening a meeting the day on which the meeting is to be held are to be excluded in calculating the number of days or other period;

(b) Neither accidental omission to give the notice nor non-receipt of the notice invalidates the meeting, resolution, procedure or matter to which the notice relates; and

(c) the signature to a written notice need not be handwritten.

## **27. WINDING-UP**

**27.1** The winding up of the Council shall be in accordance with the *Corporations Act*.

**27.2** On the winding up of the Council, a Member which is not an Eligible Charity shall not receive any surplus assets remaining after the payment of the Council's liabilities but any such assets shall be transferred an Eligible Charity.

**27.3** Where gifts to an Eligible Charity are deductible only if, among other things, the conditions set out in the relevant table item in *Subdivision 30-B* of the *ITAA 97* are satisfied, a transfer under this clause must be made in accordance with those conditions:

**27.4** In making its determination where to transfer the surplus assets of the Council, the Council in general Meeting shall give primary consideration to any Member that is an Eligible Charity.

## **28. BY-LAWS**

**28.1** The Directors shall have power from time to time to make By-Laws and Regulations not being inconsistent with this Constitution for the regulation of the Council and the conduct and management of its affairs, activities and business and for the purpose of fulfilling and carrying out the Objects or any of them and may from time to time alter, vary, cancel, repeal or annul any By-Laws or Regulations so made and all By-Laws or Regulations so made will be binding on the Members and will have full effect accordingly.

**28.2** Any By-Law made by the Board shall become operative upon the giving of notice to the Members in accordance with *Clause 26.8*.

## SCHEDULE 1

### PART ONE

#### **Primary Health Care - Definition**

“Primary Health Care” is essential, integrated care based upon practical, scientifically sound and socially acceptable procedures and technology made accessible to communities as close as possible to where they live through their full participation in the spirit of self-reliance and self-determination. The provision of this calibre of health care requires an intimate knowledge of the community and its health problems, with the community itself providing the most effective and appropriate way to address its main health problems, including promotive, preventative, curative and rehabilitative services.

(Adapted from the *W.H.O. Alma-Ata Declaration 1978*)

Primary Health Care is the first level of contact of individuals, families and the community with the health care system and in Aboriginal communities this is usually through an Aboriginal Community Controlled Health Service (ACCHS) or satellite Aboriginal community health clinic that it services.

Primary health care, within the holistic health provision of an ACCHS, provides the sound structure to address all aspects of health care arising from social, emotional and physical factors. It incorporates numerous health related disciplines and services, subject to its level of operation, available resources and funding. In addition to the provision of medical care, with its clinical services treating diseases and its management of chronic illness, it includes such services as environmental health, pharmaceuticals, counselling, preventive medicine, health education and promotion, rehabilitative services, antenatal and postnatal care, maternal and child care, programs and necessary support services to address the effects of socio-somatic illness and other services provided in a holistic context mentioned in Part Two of this Schedule and included in the NACCHO definition for ‘Aboriginal Health Related Services’.

#### **Aboriginal Health Related Services - Definition**

“Aboriginal Health Related Services” means those services covered by the Aboriginal holistic definition of health including, but not restricted to, such services as health promotions and disease prevention services, substance misuse, men’s and women’s health, specialised services to children and the aged, services for people with disabilities, mental health services, dental care, clinical and hospital services and those services addressing, as well as seeking the amelioration of, poverty within Aboriginal communities.

This all inclusive, integrated health care refers to the quality of health services. It is a comprehensive approach to health and arises out of the practical experience within the Aboriginal community itself to provide effective and culturally appropriate health services to its communities.

#### **Aboriginal Health - Definition**

“Aboriginal Health” means not just the physical well-being of an individual but refers to the social, emotional and cultural well-being of the whole Community in which each individual is able to achieve their full potential as a human being thereby bringing about the total well-being of their Community. It is a whole of life view and includes the cyclical concept of life-death-life.



## **PART TWO**

### **Primary Health Care - Core Functions**

The following list of core services are those which are provided, subject to adequate funding, in many ACCHS's and reflect the Aboriginal definition of holistic health:

#### **1. Medical Care**

(i) **Clinical Health Services**

May include, but not restricted to, the following services provided by medical practitioners and/or appropriately qualified allied health professionals, trained Aboriginal Health Workers or qualified nursing staff using standard treatment procedures:

- Diagnostic and clinical care
- Treatment of illness/disease
- Management of chronic illness.
- Referral to secondary health care (inpatient hospital and other health residential facility) and tertiary health care (specialist services and care) when not available at the ACCHS
- Dialysis services and endocrinology referral
- Collections for pathology testing and or referral
- Radiology services or referral
- Sterilisation of equipment meeting Australian Standards
- Respiratory disease testing, services and referral
- Cardiovascular testing, services and referral
- Outreach clinical health services to satellite clinics or communities without services
- Clinical health services to prisons and institutions
- Domiciliary health care

(ii) **Pharmaceutical Services**

- Prescription of medication and drugs
- Pharmaceutical supplies, (subject to State and Federal legislation and mindful of the *W.H.O. Alma Ata Declaration* advocating provision of essential drugs)
- Pharmaceutical supply arrangements with hospital pharmacies or local pharmacists when not available at the ACCHS.

(iii) **Preventative Care**

- Population health promotional program
- Early intervention
- Otitis Media examination and testing
- Immunisation
- Health education and promotion
- Socially communicable disease control, manuals and education programs
- Health protection supplies and distribution
- Antenatal instruction and classes
- Maternal and child care (0 – 5 years)
- Diabetic screening, testing and counselling
- Screening, individual and mass screening programs
- Vaccinations

- Infection control
  - Injury/accident prevention education
  - Outreach health promotional programs
  - Dietary and nutrition education
- (iv) Medical Records & Health Information System
- Up-to-date comprehensive Medical Record System
  - Monitoring sheets and Follow up Files
  - Health registers
  - Health Information Data system
  - Immunisation and vaccination registers

## 2. Dental Health Services

May include, but not restricted to, the following services provided by dental practitioners and/or appropriately qualified dental health workers or trained dental technicians using standard treatment procedures

- (i) Dental Clinical Services
- Diagnostic and dental care
  - Treatment of tooth decay/extraction
  - Provision of dentures.
  - Orthodontic and specialist services.
  - Orthodontic and specialist services referral when not available at an ACCHS
  - Sterilisation equipment meeting Australian Standards
  - Outreach dental services to satellite clinics or communities without dental services
- (ii) Preventative Dental Care
- Dental health promotional program
  - Early intervention
  - Dental health education
  - Dental health supplies and distribution
- (iii) Dental Records & Information System
- Up-to-date comprehensive Dental Record System
  - Monitoring sheets and Follow up Files
  - Dental Health registers
  - Health Information Data system

## 3. Health Related Services and Community Support Services

Subject to the type of service, may include, but not restricted to, the following services provided by medical practitioners, visiting physicians, appropriately qualified allied health professionals, trained Aboriginal Health Workers, qualified nursing staff or community personnel using culturally appropriate procedures and programs:

- Social and emotional wellbeing services
- Psychiatric services and care
- Counselling and group activities
- 'Stolen Generations' counselling and Link-up services and support

- Cultural promotion activities
- Aboriginal traditional methods of healing
- Clinic usage as venue for visiting specialists
- Aged care services
- Paediatric Services
- Client follow-up and support
- Home and community care
- Assistance with surgical aids
- Podiatry services
- ENT Services
- Ophthalmology services
- Optometry services
- Advocacy work *e.g.* support letters for public housing issues
- Homelessness support and temporary shelter services
- Submission writing for community organisations
- Advocacy/interpreting services
- Community development work
- School based activities
- Transportation health services and Community bus activities
- Accommodation or assistance for visiting rural and remote patients
- Meeting of patients travelling long distance by public transport
- Deceased transportation and arrangements
- Funeral assistance
- Youth activities and counselling
- Satellite primary health services to remote outlying communities or towns without services
- Support services for people in custody
- Prison advocacy services
- Welfare services and food assistance
- Affordable and wholesome food provision
- Financial assistance for medical supplies or prescriptions
- Environmental health services
- Substance misuse counselling, education and promotions
- Detoxification services
- Needle exchange services
- Services for people with disabilities
- Men's and women's business services
- Family counselling services
- Crisis intervention services
- Audiometry services
- Audiology services
- Local or Regional Health Ethics Committee representation
- Community and ACCHS research and data analysis
- Formal in-service staff education and training
- Liaison with mainstream and private health sectors to assist in access and equity to secondary and tertiary health care services for Aboriginal people.
- Community, Shire Council, Regional Area Health Service, Hospital Board committee representation

The above list, whilst only a guide, includes certain specialist services (tertiary care) which can be available within the holistic health service provision of an ACCHS, depending upon the level of its operation, resources, funding and geographical location, or arranged through ACCHS clinics for visiting specialists and physicians or, in the absence of both of the above, by referral to the mainstream and private health care sectors with co-ordinated care provided by ACCHS medical practitioners, Aboriginal Health Workers and/or qualified nursing staff.

## **SCHEDULE 2**

### **NACCHO DEFINITION OF “ABORIGINAL COMMUNITY CONTROL IN HEALTH SERVICES”**

- “Aboriginal Community Control” is a process that allows the local Aboriginal community to be involved in its affairs in accordance with whatever protocols or procedures are determined by the Community.
- The term “Aboriginal Community Control” has its genesis in Aboriginal peoples’ right to self-determination
- An Aboriginal Community Controlled Health Service is:
  - An incorporated Aboriginal organisation
  - Initiated by a local Aboriginal community
  - Based in a local Aboriginal community
  - Governed by a body which is elected by the local Aboriginal community
  - Delivering a holistic and culturally appropriate health service to the Community which controls it.
- By definition, organisations controlled by Government to any extent are excluded.
- By definition, organisations which adopt a vertical approach to health, inconsistent with the Aboriginal holistic definition of health as defined by the National Aboriginal Health Strategy, are excluded.
- An “Aboriginal Community Controlled Organisation” is an organisation whose governance is characterised by Aboriginal Community Control.

**SCHEDULE 3**

**FORM FOR APPOINTMENT OF PROXY**

*(Clause 15.11)*

**The Secretary  
Aboriginal Health & Medical Research Council of NSW  
P.O. Box 1565  
Strawberry Hills NSW 2012**

**Name of Member:** .....

**Address of member:** .....

a member of the Aboriginal Health and Medical Research Council of New South Wales (Council),  
appoints:

*(Name and address of the Proxy)* .....

.....

as its Proxy to vote at the \*Annual General / \*General Meeting of the Council to be held at  
.....*(place of meeting)*

on the.....*(date of meeting)*

and at any adjournment of that meeting.

My Proxy is hereby authorized to vote \*in favour of / \*against or / \*to abstain from voting in  
relation to the following resolutions:

.....

.....

(Note: in the event of the Member desiring to vote for or against any resolution it shall instruct its  
Proxy accordingly. Unless otherwise instructed, the Proxy may vote as the Proxy thinks fit).

**Signed on this date,** .....**in the year,**.....

**Name:** .....

**Signature:** .....

*\* Strike out whichever is not desired.*

## **SCHEDULE 4**

### **PART ONE:**

### **NAMES OF COUNCIL REGIONS**

*(Clause 1.1 Definitions)*

Central Coast  
Central Tablelands  
Central West  
Far West  
Illawarra  
Lower Central West  
Metropolitan  
Murray River  
North Coast  
North West  
Riverina  
Far South Coast

**SCHEDULE 4**

**PART TWO:      MAP OF COUNCIL REGIONAL BOUNDARIES**

*(Clause 1.1 Definitions)*

