

'A' New Constitution

Constitution

**National Aboriginal Community Controlled Health Organisation
Limited**

(ABN 89 078 949 710)

(A public company limited by guarantee)

Contents

1	Name of the company	1
2	Type of company	1
3	Limited liability of members	1
4	The guarantee	1
5	Definitions	1
6	Powers	1
7	Purpose of the company	1
8	Not-for-profit	2
9	Amending the constitution	2
10	Membership	3
	10.1 Members of the company	3
	10.2 Register of members	3
	10.3 Eligibility for membership	3
	10.4 Application for and admission to membership	4
	10.5 Membership not transferable	4
11	Ceasing to be a member	4
	11.1 When a member ceases to be a member	4
	11.2 Resignation from membership	4
12	Disciplining members and Delegates	5
	12.1 Process for disciplining members	5
	12.2 Suspension of members	6
	12.3 Expulsion or suspension of Delegates	6
	12.4 Additional policies and procedures	7
13	General meetings	7
	13.1 General meetings called by Directors	7
	13.2 Calling of general meeting by Directors when requested by members	7

13.3	Failure of Directors to call general meeting	7
13.4	Calling of general meetings by members	8
13.5	Annual general meeting	8
13.6	Notice and holding of general meetings	8
13.7	Rights of members at general meetings	9
13.8	Quorum at general meetings	9
13.9	Auditor's right to attend meetings	10
13.10	Using technology to hold meetings	10
13.11	Chair of general meetings	10
13.12	Conduct of general meetings	10
13.13	Adjournment of meetings	10
14	Delegates	10
14.1	Appointment of a Delegate	10
14.2	Appointment of Alternate Delegate	11
14.3	Revoking delegation and appointment of new Delegate or Alternate Delegate	12
15	Voting at general meetings	12
15.1	Decisions at general meetings	12
15.2	When and how a vote in writing must be held	12
16	Directors	13
16.1	Composition of board	13
16.2	Eligibility to be an Elected Director	13
16.3	Elected Directors' term of office	13
16.4	Overview of election of Elected Directors	14
16.5	Election of Nominees for Elected Director by States and Territories	14
16.6	Election of Elected Directors by members of company in general meeting	16
16.7	Casual vacancies in the office of Elected Director	16
16.8	Election of chairperson	17

16.9	Chairperson's term of office	18
16.10	Casual vacancy in the office of chairperson	18
16.11	Election of deputy chairperson	19
16.12	Deputy chairperson's term of office	21
16.13	Casual vacancy in the office of deputy chairperson	21
16.14	Ceasing to be a Director	22
17	Transitional arrangements	22
17.1	Application of transitional provisions	22
17.2	Coming into effect of this constitution	22
17.3	Interim Directors and office holders	22
17.4	Initial elections	23
17.5	Term of the initial Elected Directors	23
18	Powers and duties of Directors	23
18.1	Powers of Directors	23
18.2	Delegation of Directors' powers	24
18.3	Payments to Directors	24
18.4	Duties of Directors	24
18.5	Conflicts of interest	25
18.6	Execution of documents	26
19	Directors' meetings	26
19.1	When Directors meet	26
19.2	Notice of Directors' meetings	26
19.3	Directors' meetings and quorum	27
19.4	Decisions of Directors	27
19.5	Decisions without meetings	27
20	Officers of the company	28
20.1	Chairperson and deputy chairperson	28
20.2	Secretary	28

21	By-laws, policies, procedures and codes of conduct	28
22	Minutes and records	28
	22.1 Minutes	28
	22.2 Inspection of records	29
	22.3 Financial and related records	29
23	Dispute resolution	29
24	Notices	30
	24.1 General	30
	24.2 What is notice	31
	24.3 Notice to the company	31
	24.4 Notice to members	31
	24.5 When notice is taken to be given	31
25	Financial year	32
26	Indemnity, insurance and access	32
	26.1 Indemnity	32
	26.2 Insurance	32
	26.3 Access to documents	32
27	Winding up and loss of endorsement	32
	27.1 Winding up	32
	27.2 Loss of DGR endorsement	33
	27.3 Gift funds	33
28	Jurisdiction	33
29	Replaceable rules do not apply	33
	Schedule 1 Dictionary	34
	Schedule 2 Interpretation	37
	Attachment A Register of Members at date of adoption of this Constitution	

1 Name of the company

The name of the company is the National Aboriginal Community Controlled Health Organisation Limited.

2 Type of company

The company is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a charity.

3 Limited liability of members

The liability of members is limited to the amount of the guarantee in clause 4.

4 The guarantee

Each member must contribute an amount not more than \$10 to the property of the company if the company is wound up while the member is a member, or within 12 months after they stop being a member, and this contribution is required to pay for the:

- (a) debts and liabilities of the company incurred before the member stopped being a member; or
 - (b) costs of winding up.
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5 Definitions

In this constitution, words and phrases have the meaning set out in Schedule 1, and this constitution is to be interpreted in accordance with Schedule 2.

6 Powers

Subject to clause 8, the company has the following powers, which may only be used to carry out its purpose set out in clause 7:

- (a) the powers of an individual; and
 - (b) all the powers of a company limited by guarantee under the Corporations Act.
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7 Purpose of the company

The company's objective is to reduce the economic, social, health, nutritional and housing disadvantage experienced by Aboriginal and Torres Strait Islander people and their communities by, among other things:

- (a) providing national leadership, and influencing government and the company's partners to:
 - (i) support the delivery of Aboriginal and/or Torres Strait Islander community controlled Comprehensive Primary Healthcare and other health and

wellbeing related services to Aboriginal and/or Torres Strait Islander people and their communities; and

- (ii) address the social determinants of health disadvantage for Aboriginal and/or Torres Strait Islander people;
 - (b) influencing the broader health system to provide high quality, accessible, responsible and culturally safe care to Aboriginal and/or Torres Strait Islander people;
 - (c) developing and further strengthening the Aboriginal and Torres Strait Islander community controlled health sector to assist them to deliver high quality, Comprehensive Primary Healthcare by:
 - (i) providing expertise and high quality advice and support at a national level;
 - (ii) facilitating information-sharing within the Aboriginal and Torres Strait Islander community controlled health sector; and
 - (iii) supporting the education and training of a highly-skilled Aboriginal and Torres Strait Islander health workforce;
 - (d) providing forums for Aboriginal and/or Torres Strait Islander Community Controlled Health Services to voice their concerns;
 - (e) developing policy and standpoints on legislation relevant to the Aboriginal and Torres Strait Islander community controlled health sector; and
 - (f) representing the interests of urban, regional and remote Aboriginal and/or Torres Strait Islander Community Controlled Health Services.
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8 Not-for-profit

- (a) The company must not distribute any income or assets directly or indirectly to its members, except as provided in clauses 8(b) and 27.
 - (b) Clause 8(a) does not stop the company from doing the following things, provided they are done in good faith:
 - (i) paying a member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates, or rates more favourable to the company; or
 - (ii) making a payment to a member in carrying out the company's charitable purpose.
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9 Amending the constitution

- (a) Subject to clause 9(b), the members may amend this constitution by passing a special resolution.
- (b) The members must not pass a special resolution that amends this constitution if passing that resolution causes the company to no longer be a charity.

10 Membership

10.1 Members of the company

The members of the company are:

- (a) the members as at the date this constitution was adopted, being those organisations that are listed in Attachment A; and
- (b) any organisation that is admitted as a member of the company by the Directors and entered on the register of members in accordance with clause 10.4.

10.2 Register of members

- (a) The company must establish and maintain a register of members.
- (b) The register of members must be kept by the secretary and must contain:
 - (i) for each current member:
 - (A) name;
 - (B) address;
 - (C) any alternative address nominated by the member for the service of notices; and
 - (D) the date the member was entered on to the register;
 - (ii) for each organisation that stopped being a member in the previous 7 years:
 - (A) name;
 - (B) address;
 - (C) any alternative address nominated by the member for the service of notices; and
 - (D) the dates the membership started and ended.
- (c) The company must give current members access to the register of members.
- (d) Information that is accessed from the register of members must only be used in a manner relevant to the interests or rights of members.

10.3 Eligibility for membership

To be eligible for admission to membership of the company under clause 10.4, an applicant must:

- (a) be an Aboriginal and/or Torres Strait Islander Community Controlled Health Service; and
- (b) be a member of the Community Controlled Health Affiliate in the State or Territory in which the applicant is located.

10.4 Application for and admission to membership

- (a) To become a member of the company the applicant must:
 - (i) meet the eligibility criteria for membership of the company set out in clause 10.3;
 - (ii) complete and lodge a membership application with the company in such form as determined by the Directors from time to time;
 - (iii) ensure that all information it provides to the company in its membership application is true and accurate, and is not misleading or deceptive; and
 - (iv) be admitted into membership by a resolution of the Directors.
- (b) Applicants admitted to membership under clause 10.4(a) must be entered onto the register of members within fourteen (14) days of being admitted into membership by the Directors under clause 10.4(a)(iv).
- (c) An applicant under clause 10.4(a) will become a member when it is entered on the register of members.

10.5 Membership not transferable

Membership of the company and the associated rights cannot be transferred or sold in any manner whatsoever.

11 Ceasing to be a member

11.1 When a member ceases to be a member

- (a) A member will cease to be a member of the company if that member:
 - (i) resigns from membership (see clause 11.2);
 - (ii) is expelled from membership (see clause 12);
 - (iii) was admitted to membership under clause 10.4 and no longer meets the criteria for admission to membership set out in clause 10.3;
 - (iv) is wound up or becomes insolvent; or
 - (v) does not respond within three (3) months to a written request from the secretary for the member to confirm in writing that it wants to remain a member of the company.
- (b) The written request from the secretary under clause 11.1(a)(v) must be provided to the member in accordance with clause 24.4(b) and at least one additional means of communicating with members under clause 24.4.

11.2 Resignation from membership

- (a) A member may resign from membership of the company at any time by providing at least one (1) month's written notice to the company addressed to the Directors.

- (b) The Directors may agree a shorter notice period at their discretion. The resignation takes effect from the date the notice period expires.

12 Disciplining members and Delegates

12.1 Process for disciplining members

- (a) In accordance with this clause, the Directors may resolve to warn, suspend or expel a member from the company if the Directors consider that:
- (i) the member has breached this constitution;
 - (ii) the member's behaviour is causing, has caused, or is likely to cause harm to the company; or
 - (iii) the member applied for membership under clause 10.4 and no longer meets the criteria for admission to membership under clause 10.3.
- (b) At least fourteen (14) days before the Directors' meeting at which a resolution under clause 12.1(a) will be considered, the secretary must notify the member in writing:
- (i) that the Directors are considering a resolution to warn, suspend or expel the member;
 - (ii) the reasons why the Directors are considering taking the determined action;
 - (iii) the nature of the resolution that has been proposed;
 - (iv) the date, place and time of the meeting at which the resolution is to be considered; and
 - (v) how the member may respond to the Directors.
- (c) Before the Directors pass any resolution under clause 12.1(a), the member must be given a reasonable opportunity to explain and defend themselves by:
- (i) sending to the Directors a response before the Directors' meeting; and/or
 - (ii) speaking at that meeting.
- (d) After considering any response given under clause 12.1(c), the Directors may:
- (i) take no further action;
 - (ii) warn the member;
 - (iii) suspend the member's rights as a member for a period of no more than twelve (12) months;
 - (iv) expel the member;
 - (v) refer the decision to an unbiased, independent person on conditions determined by the Directors (however, the person can only make a decision that the Directors could have made under this clause); or

- (vi) require the matter to be determined at a general meeting.
- (e) The Directors cannot fine a member.
- (f) The secretary must give written notice to the member of the decision under clause 12.1(d) as soon as reasonably possible.
- (g) Disciplinary procedures must be completed as soon as reasonably practical.
- (h) There will be no liability for any loss or injury suffered by the member as a result of any decision made in good faith under this clause.

12.2 Suspension of members

Following a decision by the Directors to suspend a member under clause 12.1(d)(iii), for the duration of the suspension the suspended member:

- (a) cannot attend any meeting of the company unless invited by the Directors in writing;
- (b) cannot vote at any meeting of the company; and
- (c) cannot be counted at any meeting of the company for the purposes of determining whether or not there is a quorum at the meeting.

12.3 Expulsion or suspension of Delegates

- (a) Delegates of members must comply with this constitution.
- (b) Directors may warn, suspend or expel a Delegate if the Directors consider that:
 - (i) the Delegate has breached this constitution; or
 - (ii) the Delegate's behaviour is causing, has caused or is likely to cause harm to the Company.
- (c) In deciding whether to warn, suspend or expel a Delegate, the Directors must afford procedural fairness to the Delegate and the member the Delegate represents.
- (d) Following a decision by the Directors to warn, suspend or expel a Delegate in accordance with clause 12.3(a):
 - (i) the secretary must provide the relevant member with written notice given in a way permitted by clause 24.4 of the Directors' decision as soon as reasonably possible; and
 - (ii) the Directors may take action against the member in accordance with clause 12.1.
- (e) Following a decision by the Directors to suspend a Delegate, for the duration of the suspension the suspended Delegate:
 - (i) cannot attend any meeting of the company unless invited by the Directors in writing;
 - (ii) cannot vote at any meeting of the company; and

- (iii) cannot be counted at any meeting of the company for the purposes of determining whether or not there is a quorum at the meeting.
- (f) If a Delegate is suspended or expelled, the member may appoint a new Delegate (or, in the case of a Delegate who has been suspended, a new or an Alternate Delegate) in accordance with clause 14.

12.4 Additional policies and procedures

The Directors may adopt such other policies and procedures relating to the disciplining, suspension and expulsion of members and Delegates as they so determine from time to time provided they are consistent with the requirements set out in this clause 12.

13 General meetings

13.1 General meetings called by Directors

The Directors may call a general meeting if a majority of the Directors decide to call a general meeting.

13.2 Calling of general meeting by Directors when requested by members

- (a) The Directors of the company must call and arrange to hold a general meeting on the request of members with at least five (5) per cent of the votes that may be cast at the general meeting.
- (b) The request must:
 - (i) be in writing;
 - (ii) state any resolution to be proposed at the meeting;
 - (iii) be signed by the members making the request; and
 - (iv) be given to the company.
- (c) Separate copies of a document setting out the request may be used for signing by members if the wording of the request is identical in each copy.
- (d) The percentage of votes that members have in clause 13.2(a) is to be worked out as at midnight before the request is given to the company.
- (e) The Directors must call the meeting within twenty one (21) days after the request is given to the company. The meeting is to be held not later than two (2) months after the request is given to the company.

13.3 Failure of Directors to call general meeting

- (a) If the Directors do not call the meeting within twenty one (21) days of being requested under clause 13.2, fifty (50) per cent or more of the members who made the request may call and arrange to hold a general meeting.
- (b) To call and hold a meeting under this clause 13.3, the members must:
 - (i) as far as possible, follow the procedures for general meetings set out in this constitution;

- (ii) call the meeting using the list of members on the company's member register, which the company must provide to the members making the request at no cost; and
 - (iii) hold the general meeting within three (3) months after the request was given to the company.
- (c) The company must pay the members who request the general meeting any reasonable expenses they incur because the Directors did not call and hold the meeting.

13.4 Calling of general meetings by members

- (a) Members with at least twenty five (25) per cent of the votes that may be cast at a general meeting of the company may call, and arrange to hold, a general meeting.
- (b) The members calling the meeting in accordance with this clause 13.4, must pay the expenses of calling and holding the meeting.
- (c) The meeting must as far as possible, follow the procedures for general meetings set out in this constitution.
- (d) The percentage of votes that members have in clause 13.4(a) is to be worked out as at the midnight before the meeting is called.

13.5 Annual general meeting

- (a) The company must hold an annual general meeting of its members at least once in every calendar year.
- (b) Even if these items are not set out in the notice of meeting, the business of an annual general meeting may include:
 - (i) a review of the company's activities;
 - (ii) a review of the company's finances;
 - (iii) the election of Elected Directors;
 - (iv) the election of the chairperson;
 - (v) the election of the deputy chairperson;
 - (vi) any auditor's report; and
 - (vii) the appointment and payment of auditors, if any.
- (c) Before or at the annual general meeting, the Directors must give information to the members on the company's activities and finances during the period since the last annual general meeting.

13.6 Notice and holding of general meetings

- (a) If a general meeting of members, including an annual general meeting, is to be convened, at least twenty one (21) days' notice of that meeting must be given in writing in a way permitted by clause 24.4, to:

- (i) each member of the company eligible to receive notices of meetings;
 - (ii) each person who is, at the date of the notice, a Director of the company; and
 - (iii) the auditor of the company.
- (b) A notice of a general meeting must specify:
- (i) the date, time and place of the meeting (and, if the meeting is to be held in two (2) or more places, the technology that will be used to facilitate this);
 - (ii) the general nature of the business to be transacted at the meeting; and
 - (iii) if applicable, that a special resolution is to be proposed and the words of the proposed resolution.
- (c) If a general meeting is adjourned for one (1) month or more, the members must be given new notice of the resumed meeting.
- (d) Neither the non-receipt of notice by a member nor the accidental omission to give notice of a general meeting to a member invalidates any resolution passed at that meeting.
- (e) Those listed in clause 13.6(a) as being entitled to receive a notice of a general meeting are entitled to be present at that meeting. The right of a member of the company to be present at a meeting may only be exercised by the member's Delegate or Alternate Delegate.

13.7 Rights of members at general meetings

Each member has the right to appoint one Delegate or Alternate Delegate in accordance with clause 14.1 or 14.2 to:

- (a) attend and be heard at general meetings of the company; and
- (b) exercise one (1) vote when voting on resolutions at a general meeting, such vote to be exercised by the Delegate or Alternate Delegate.

13.8 Quorum at general meetings

- (a) Business may only be transacted at a general meeting while a quorum is present.
- (b) The quorum for a general meeting of members is twenty five (25) per cent of members entitled under these rules to vote at a general meeting, present in person. If twenty five (25) per cent of members is not a whole number then the number is to be rounded up.
- (c) In the event a Delegate of a member retires due to an expressed conflict of interest, that Delegate will not be counted for the purposes of establishing a quorum, but only for the purposes of the item of business being discussed.
- (d) If a quorum is not present within thirty (30) minutes after the time appointed for a general meeting:
 - (i) the general meeting is adjourned to the date, time and place that the chairperson specifies;

- (ii) at the adjourned meeting, the quorum is ten members present in person and entitled under these rules to vote at a general meeting; and
- (iii) if, at the adjourned meeting, a quorum is not present within thirty (30) minutes after the time appointed for the meeting, the meeting is cancelled.

13.9 Auditor's right to attend meetings

- (a) The auditor (if any) is entitled to attend any general meeting and to be heard by the members present in person on any part of the business of the meeting that concerns the auditor in the capacity of auditor.
- (b) The company must give the auditor all communications relating to the general meeting that a member of the company is entitled to receive.

13.10 Using technology to hold meetings

- (a) The company may hold a general meeting at two (2) or more venues using any technology that gives the members as a whole a reasonable opportunity to participate, including to hear and be heard.
- (b) Anyone using this technology is taken to be present in person at the meeting.

13.11 Chair of general meetings

- (a) The chairperson or, in the chairperson's absence, the deputy chairperson, must preside as chair at each general meeting.
- (b) If the chairperson and deputy chairperson are both absent or unwilling to chair the meeting, then the members present at that meeting may elect a person present to chair the meeting.

13.12 Conduct of general meetings

- (a) The chair of a general meeting is responsible for the conduct of the general meeting.
- (b) During a general meeting the chair must give members (through their Delegates) a reasonable opportunity to make comments and ask questions (including of the auditor).

13.13 Adjournment of meetings

- (a) If a quorum is present, a general meeting must be adjourned if a majority of members present in person direct the chair to adjourn it.
- (b) Only unfinished business may be dealt with at a meeting resumed after an adjournment.

14 Delegates

14.1 Appointment of a Delegate

- (a) A member wishing to exercise its rights under clause 13.7 must provide a Notice of Appointment of Delegate as set out in clause 14.1(b) to the secretary of the

company prior to the commencement of the first meeting the person will attend as Delegate.

- (b) The Notice of Appointment of Delegate must be in writing and must include:
 - (i) the member's name;
 - (ii) the name of the person appointed as Delegate;
 - (iii) the date of appointment;
 - (iv) contact details for the person being appointed; and
 - (v) the full name and signature of the person authorised by the member to sign the Notice of Appointment of Delegate on behalf of the member.
- (c) The appointment of a Delegate remains valid until it is revoked in accordance with clause 14.3(a).

14.2 Appointment of Alternate Delegate

- (a) Where a Delegate cannot attend a general meeting, a member may appoint an Alternate Delegate.
- (b) An Alternate Delegate may only be appointed by a member for one (1) general meeting. The appointment of an Alternate Delegate remains valid for that general meeting unless revoked in accordance with clause 14.3(a).
- (c) A member wishing to exercise its rights under clause 13.7 through an Alternate Delegate, must provide a Notice of Appointment of Alternate Delegate as set out in clause 14.2(d) to the secretary of the company prior to the commencement of the meeting the person will attend as Alternate Delegate.
- (d) An Appointment of Alternate Delegate must be in writing and must include:
 - (i) the member's name;
 - (ii) the name of the Delegate the Alternate Delegate is replacing for the meeting;
 - (iii) the name of the person appointed as Alternate Delegate by the member;
 - (iv) the date of the appointment;
 - (v) contact details for the person being appointed as Alternate Delegate;
 - (vi) the date and time of the meeting at which the appointment may be used; and
 - (vii) the full name and signature of the person authorised by the member to sign the Appointment of Alternate Delegate on behalf of the member.
- (e) The Alternate Delegate has all the rights and responsibilities of a Delegate at the meeting for which the Alternate Delegate is appointed.

14.3 Revoking delegation and appointment of new Delegate or Alternate Delegate

- (a) Where a member has appointed a Delegate or an Alternate Delegate, the member may, at any time prior to the general meeting, revoke that appointment by providing notice of the revocation in writing to the secretary.
- (b) After a member has revoked its appointment of a Delegate, the member may appoint a new Delegate in accordance with clause 14.1.
- (c) After a member has revoked its appointment of an Alternate Delegate, the member may appoint a new Alternate Delegate in accordance with clause 14.2.

15 Voting at general meetings

15.1 Decisions at general meetings

- (a) Except as otherwise provided in this constitution, voting must be conducted and decided by:
 - (i) a show of hands;
 - (ii) a vote in writing; or
 - (iii) another method chosen by the chair that is fair and reasonable in the circumstances.
- (b) On a show of hands, the chair's decision is conclusive evidence of the result of the vote.
- (c) The chair and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands.

15.2 When and how a vote in writing must be held

- (a) A vote in writing may be demanded on any resolution instead of, or after, a vote by a show of hands by:
 - (i) at least five (5) members present in person in the meeting; or
 - (ii) the chair.
- (b) A vote in writing must be taken when and how the chair directs, unless clause 15.2(c) applies.
- (c) A vote in writing must be held immediately if it is demanded under clause 15.2(a):
 - (i) for the election of a chair under clause 13.11(b);
 - (ii) for the election of a chairperson under clause 16.8;
 - (iii) for the election of a deputy chairperson under clause 16.11; or
 - (iv) to decide whether to adjourn the meeting.
- (d) A demand for a vote in writing may be withdrawn.

16 Directors

16.1 Composition of board

- (a) The board consists of:
 - (i) the chairperson;
 - (ii) the deputy chairperson
 - (iii) the Elected Directors; and
 - (iv) any Casual Directors.
- (b) Each of Tasmania and the Australian Capital Territory may have up to one (1) Elected Director on the board.
- (c) Each of Queensland, New South Wales, Victoria, South Australia, Western Australia and the Northern Territory may have up to two (2) Elected Directors on the board.

16.2 Eligibility to be an Elected Director

To be eligible for nomination and election as an Elected Director, a person:

- (a) must be a member of an organisation that is a member of the company in the State or Territory for which they seek to become the Elected Director;
- (b) must be an Aboriginal and/or Torres Strait Islander person as determined by the organisation of which the person nominating is a member (such organisation being a member of the company);
- (c) must satisfy any additional eligibility criteria determined by the Directors from time to time in consultation with the Community Controlled Health Affiliates; and
- (d) must not be:
 - (i) an employee or chief executive officer of a Community Controlled Health Affiliate;
 - (ii) an employee of a Commonwealth, State or Territory Department of Health; or
 - (iii) an employee of the company.

16.3 Elected Directors' term of office

- (a) An Elected Director's term of office commences at the conclusion of the general meeting of the company at which they are elected.
- (b) An Elected Director's term of office ends:
 - (i) four (4) calendar years after the commencement of the Elected Director's term of office;
 - (ii) when the Elected Director ceases to be a Director under clause 16.14; or

- (iii) at the conclusion of the general meeting at which their successor for that State or Territory is elected,

whichever is earlier.

- (c) No person may hold the office of Elected Director of the company for more than two (2) consecutive terms.
- (d) A person who has served two (2) consecutive terms as an Elected Director may not become an Elected Director again for at least three (3) years from the end of their second successive term.

16.4 Overview of election of Elected Directors

- (a) At least every two (2) years the company must conduct an election to elect an Elected Director/s for any State or Territory where:
 - (i) a Director's role for a State or Territory is held by a Casual Director;
 - (ii) an Elected Director's term of office commenced more than three and a half years before; or
 - (iii) a Director's role for a State or Territory is otherwise vacant.
- (b) The process for electing an Elected Director for a State or Territory is as follows:
 - (i) people apply to become a candidate for the position of Elected Director under the process set out in clause 16.5. A person who has applied is referred to as an Applicant;
 - (ii) the Community Controlled Health Affiliate reviews the Applicants from their State or Territory to verify their eligibility to become an Elected Director as set out in clause 16.5(f). A person who has been verified as being eligible to become an Elected Director is referred to as a Candidate;
 - (iii) members of the company from the State or Territory vote for the Candidates under the process set out in clause 16.5(f) and 16.5(g). The Candidate/s elected by the members of a State or Territory is/are referred to as the Nominee/s;
 - (iv) the company in general meeting votes on the election of the Nominee/s as Elected Director for a State or Territory as set out in clause 16.6.
- (c) The provisions of clauses 16.5 and 16.6 prevail to the extent of any inconsistency with clause 16.4(b).

16.5 Election of Nominees for Elected Director by States and Territories

- (a) At least seventy (70) days prior to the general meeting at which an election for an Elected Director/s for a State or Territory will be held under clause 16.6, the secretary must send a notice to members in that State or Territory calling for applications for Elected Director/s for that State or Territory.
- (b) The notice must:
 - (i) be in writing;

- (ii) be served on members in a manner permitted by clause 24.4;
 - (iii) set out the timetable for election; and
 - (iv) include an application form approved by the Directors.
- (c) The application form must include:
- (i) the name of the Applicant;
 - (ii) a statement from the Applicant that they meet the criteria for election as an Elected Director in clause 16.2;
 - (iii) the State or Territory for which they are standing;
 - (iv) their education and/or experience that equips them for the role of Elected Director;
 - (v) what they would like to achieve as an Elected Director; and
 - (vi) the signature of the Applicant.
- (d) Within seven (7) days of receipt of the notice in clause 16.5(a), a member of the company that receives that notice must provide that notice to its own members.
- (e) Within twenty-one (21) days of the notice in clause 16.5(d) being sent by the member of the company to its own members, a person wishing to apply for the position of Elected Director must complete the application form attached to the notice and provide it to the Community Controlled Health Affiliate for the State or Territory for which they are applying to become an Elected Director.
- (f) Within seven (7) days of the closing date for nominations for Elected Director, the Community Controlled Health Affiliate must:
- (i) verify the identity and eligibility of the Applicant; and
 - (ii) send to their members (in a manner permitted by clause 24.4) and to the company:
 - (A) a ballot paper in a form that allows their members to vote for Candidates in order of preference; and
 - (B) the application forms provided to the Community Controlled Health Affiliates by Candidates; and
 - (iii) advise their members of the date by which votes must be lodged (such date to be fourteen (14) days from the date the ballot paper and nominations are sent) and how votes may be lodged.
- (g) Voting for the Candidate/s for Elected Director/s will be in accordance with the following process:
- (i) Members of the company in a State or Territory may vote for Candidates for that State or Territory in order of preference.

- (ii) Votes may be lodged in hard copy or electronically in a process reasonably accessible to members as determined by the Community Controlled Health Affiliate.
 - (iii) Votes will be counted by the Community Controlled Health Affiliate for the State or Territory and verified by the company in a process determined by the Directors in consultation with the Community Controlled Health Affiliate for the State or Territory.
 - (iv) Nominee/s for that State or Territory must be elected using the Preferential Voting Method.
- (h) The Community Controlled Health Affiliate must advise the company of their Nominee/s for the position of Elected Director/s at least 14 days prior to the general meeting at which an election for an Elected Director/s for a State or Territory will be held under clause 16.6.
 - (i) If a Community Controlled Health Affiliate does not comply with clause 16.5 within the timeframe set out in this clause, the company must assume the responsibilities of that Community Controlled Health Affiliate under clause 16.5.
 - (j) If the company has assumed the responsibilities of a Community Controlled Health Affiliate in accordance with clause 16.5(i), and it appears to the Directors on reasonable grounds that the timetable in clause 16.5 cannot be complied with, the Directors may substitute an amended timetable to enable the election of a Nominee from the State or Territory prior to the general meeting at which the election of the Elected Director/s will be held.
 - (k) In setting an amended timetable under clause 16.5(j) the Directors must take into account the timing of the general meeting and the provision of reasonable notice to members and potential Nominees.

16.6 Election of Elected Directors by members of company in general meeting

Following the election of a Candidate as Nominee for a State or Territory in accordance with clause 16.5:

- (a) At least seven (7) days prior to the general meeting at which an election of Elected Directors will be held, the company must send to all members, in a manner permitted by clause 24.4, the list of Nominees for the position of Elected Director and the application forms completed by those Nominees.
- (b) A resolution must be put to the members of the company in a general meeting that the Nominee be elected as a Director of the company.
- (c) A Nominee becomes an Elected Director if the resolution under clause 16.6(b) is passed by a simple majority of votes cast at a general meeting.

16.7 Casual vacancies in the office of Elected Director

- (a) A casual vacancy arises in the office of Elected Director when an Elected Director ceases to be a Director under clause 16.3(b)(i), 16.3(b)(iii) or 16.14.
- (b) In the event of a casual vacancy in the office of Elected Director, the secretary must notify the members from the State or Territory that elected the Director of the vacancy. The notice must be in writing in a manner permitted by clause 24.4 and

call for nominations for Director from that State or Territory to fill the casual vacancy.

- (c) To be eligible for election to fill a casual vacancy, a person must meet the eligibility criteria for an Elected Director in clause 16.2.
- (d) Voting by members of the company from that State or Territory to fill the casual vacancy will be done electronically in a process determined by the Directors.
- (e) A person elected to fill a casual vacancy holds office until the election of an Elected Director for that State or Territory in accordance with clause 16.6, or when the person ceases to be a Director under clause 16.14, whichever is earlier.
- (f) The term of a casual vacancy counts as a term of office for the purpose of clause 16.3(c) and (d).

16.8 Election of chairperson

- (a) The company must hold an election for the chairperson at least every two (2) years.
- (b) The secretary must send a notice to members in a manner permitted by clause 24.4, calling for nominations for the chairperson, at least one hundred and five (105) days prior to the general meeting at which an election for chairperson will be held.
- (c) Within seven (7) days of receipt of the notice in clause 16.8(b), a member of the company that receives that notice must provide that notice to its own members.
- (d) To be eligible for election as chairperson, a person:
 - (i) must be a member of an organisation that is a member of the company;
 - (ii) must be an Aboriginal and/or Torres Strait Islander person as determined by the organisation of which the person nominating is a member (such organisation being a member of the company);
 - (iii) must not be:
 - (A) an employee or chief executive officer of a Community Controlled Health Affiliate;
 - (B) an employee of a Commonwealth, State or Territory Department of Health;
 - (C) an employee of the company; or
 - (D) an Elected Director after the conclusion of the general meeting at which the election of chairperson takes place.
- (e) A person wishing to nominate for the position of chairperson must provide to the company their signed written nomination setting out:
 - (i) their eligibility to hold office in accordance with clause 16.8(d);
 - (ii) their training and experience that equips them for the role of chairperson; and

- (iii) any other matter reasonably required by the board of Directors and advised in the notice sent out under clause 16.8(b).
- (f) The nomination under clause 16.8(e) must be received by the company in hard copy or electronically at least eighty-four (84) days prior to the general meeting at which the election for chairperson will be held.
- (g) The company will forward all nominations for chairperson received from eligible persons to members at least fifty-six (56) days prior to the general meeting at which the election for chairperson will be held.
- (h) At the general meeting at which the election of the chairperson is held, members present in person may vote by ballot for eligible people who have nominated for the position of chairperson under clause 16.8(e) in accordance with the following process:
 - (i) The election for chairperson must be held after any election of Elected Directors.
 - (ii) Members present in person may vote for the nominees for chairperson (other than nominees who will be Elected Directors after the conclusion of the general meeting at which the election of chairperson takes place) in order of preference.
 - (iii) The election of the chairperson is determined using the Preferential Voting Method.

16.9 Chairperson's term of office

- (a) A chairperson's term of office commences at the conclusion of the general meeting at which they are elected.
- (b) A chairperson's term of office ends:
 - (i) two (2) calendar years after the commencement of the chairperson's term of office; or
 - (ii) when the chairperson ceases to be a Director under clause 16.14; or
 - (iii) at the conclusion of the general meeting at which their successor as chairperson is elected,whichever is earlier.

16.10 Casual vacancy in the office of chairperson

- (a) A casual vacancy arises in the office of chairperson when a chairperson ceases to be a Director under clause 16.14 or resigns from the office of chairperson.
- (b) In the event of a casual vacancy in the office of chairperson, the remaining Directors may nominate themselves to fill the casual vacancy.
- (c) The Directors will elect a person to fill a casual vacancy in the office of chairperson from among the Directors who have nominated for the role as follows:
 - (i) The Directors may vote for nominees in order of preference.

- (ii) If a nominee receives the first preference vote in more than fifty (50) per cent of votes cast by the Directors, that nominee fills the casual vacancy.
 - (iii) If no nominee receives the first preference vote in more than fifty (50) per cent of votes cast by the Directors, then the person elected to fill the casual vacancy is determined using the Preferential Voting Method.
- (d) A person filling a casual vacancy in the office of chairperson holds office until:
- (i) if the casual vacancy arises one hundred and ten (110) days or more before the next general meeting, the conclusion of the next general meeting; or
 - (ii) subject to clause 16.10(e), if the casual vacancy arises fewer than one hundred and ten (110) days before the next general meeting, the conclusion of the first general meeting held one hundred and ten (110) days or more after the casual vacancy arises.
- (e) In the event of a casual vacancy arising in the office of chairperson fewer than one hundred and ten (110) days before a general meeting:
- (i) subject to clause 16.10(e)(ii), the Directors may determine a shorter timeframe for the notification requirements set out in clauses 16.8(b), 16.8(f) and 16.8(g).
 - (ii) Any shorter timeframe determined by the Directors under clause 16.9(e)(i) must be such as to give people a reasonable opportunity to nominate for chairperson and for members to consider the nominations.
 - (iii) For the avoidance of doubt, any shorter timeframe determined by the Directors under clause 16.10(e)(i) replaces the timeframes set out in clauses 16.8(b), (f) and (g).
 - (iv) If the Directors determine a shorter timeframe under clause 16.10(e)(i), a person filling a casual vacancy in the office of chairperson holds office until the conclusion of the next general meeting.

16.11 Election of deputy chairperson

- (a) The company must hold an election for the deputy chairperson at least every two (2) years.
- (b) The secretary must send a notice to members in a manner permitted by clause 24.4, calling for nominations for the deputy chairperson, at least one hundred and five (105) days prior to the general meeting at which an election for deputy chairperson will be held.
- (c) Within seven (7) days of receipt of the notice in clause 16.11(b), a member of the company that receives that notice must provide that notice to its own members.
- (d) To be eligible for election as deputy chairperson, a person:
 - (i) must be a member of an organisation that is a member of the company;
 - (ii) must be an Aboriginal and/or Torres Strait Islander person as determined by the organisation of which the person nominating is a member (such organisation being a member of the company);

- (iii) must not be:
 - (A) an employee or chief executive officer of a Community Controlled Health Affiliate;
 - (B) an employee of a Commonwealth, State or Territory Department of Health;
 - (C) an employee of the company;
 - (D) the chairperson after the conclusion of the general meeting at which the election of the deputy chairperson takes place; or
 - (E) an Elected Director after the conclusion of the general meeting at which the election of deputy chairperson takes place.
- (e) For the avoidance of doubt, a person may nominate for the position of chairperson and deputy chairperson but may not become deputy chairperson if they will become the chairperson at the end of the general meeting at which the election of the deputy chairperson takes place.
- (f) A person wishing to nominate for the position of deputy chairperson must provide to the company their signed written nomination setting out:
 - (i) their eligibility to hold office in accordance with clause 16.11(d);
 - (ii) their training and experience that equips them for the role of deputy chairperson; and
 - (iii) any other matter reasonably required by the board of Directors and advised in the notice sent out under clause 16.11(b).
- (g) The nomination under clause 16.11(f) must be received by the company in hard copy or electronically at least eighty-four (84) days prior to the general meeting at which the election for deputy chairperson will be held.
- (h) The company will forward all nominations for deputy chairperson received from eligible persons to members at least fifty-six (56) days prior to the general meeting at which the election for deputy chairperson will be held.
- (i) At the general meeting at which the election of the deputy chairperson is held, members present in person may vote by ballot for eligible people who have nominated for the position of deputy chairperson under clause 16.11(f) in accordance with the following process:
 - (i) The election for deputy chairperson must be held after any election of Elected Directors and the election of the chairperson.
 - (ii) Members present in person may vote for the nominees for deputy chairperson (other than nominees who will be Elected Directors or the chairperson after the conclusion of the general meeting at which the election of deputy chairperson takes place) in order of preference.
 - (iii) The election of the deputy chairperson is determined using the Preferential Voting Method.

16.12 Deputy chairperson's term of office

- (a) A deputy chairperson's term of office commences at the conclusion of the general meeting at which they are elected.
- (b) A deputy chairperson's term of office ends:
 - (i) two (2) calendar years after the commencement of the deputy chairperson's term of office; or
 - (ii) when the deputy chairperson ceases to be a Director under clause 16.14; or
 - (iii) at the conclusion of the general meeting at which their successor as deputy chairperson is elected,whichever is earlier.

16.13 Casual vacancy in the office of deputy chairperson

- (a) A casual vacancy arises in the office of deputy chairperson when a deputy chairperson ceases to be a Director under clause 16.14 or resigns from the office of deputy chairperson.
- (b) In the event of a casual vacancy in the office of deputy chairperson, the remaining Directors may nominate themselves to fill the casual vacancy.
- (c) The Directors will elect a person to fill a casual vacancy in the office of deputy chairperson from among the Directors who have nominated for the role as follows:
 - (i) The Directors may vote for nominees in order of preference.
 - (ii) If a nominee receives the first preference vote in more than fifty (50) per cent of votes cast by the Directors, that nominee fills the casual vacancy.
 - (iii) If no nominee receives the first preference vote in more than fifty (50) per cent of votes cast by the Directors, then the person elected to fill the casual vacancy is determined using the Preferential Voting Method.
- (d) A person filling a casual vacancy in the office of deputy chairperson holds office until:
 - (i) if the casual vacancy arises one hundred and ten (110) days or more before the next general meeting, the conclusion of the next general meeting; or
 - (ii) subject to clause 16.13(e), if the casual vacancy arises fewer than one hundred and ten (110) days before the next general meeting, the conclusion of the first general meeting held one hundred and ten (110) days or more after the casual vacancy arises.
- (e) In the event of a casual vacancy arising in the office of deputy chairperson fewer than one hundred and ten (110) days before a general meeting:
 - (i) subject to clause 16.13(e)(ii), the Directors may determine a shorter timeframe for the notification requirements set out in clauses 16.11(b), 16.11(g) and 16.11(h).

- (ii) Any shorter timeframe determined by the Directors under clause 16.9(e)(i) must be such as to give people a reasonable opportunity to nominate for deputy chairperson and for members to consider the nominations.
- (iii) For the avoidance of doubt, any shorter timeframe determined by the Directors under clause 16.13(e)(i) replaces the timeframes set out in clauses 16.11(b), 16.11(g) and 16.11(h).
- (iv) If the Directors determine a shorter timeframe under clause 16.13(e)(i), a person filling a casual vacancy in the office of deputy chairperson holds office until the conclusion of the next general meeting.

16.14 Ceasing to be a Director

A Director ceases to be a Director and a casual vacancy occurs if the Director:

- (a) gives written notice of their resignation as a Director to the secretary;
- (b) dies;
- (c) becomes of unsound mind and/or has their estate placed under management due to mental illness or cognitive disability;
- (d) no longer meets the eligibility criteria for election under clause 16.2;
- (e) is removed as a Director by special resolution of the members;
- (f) receives any payment from the company other than in accordance with this constitution;
- (g) is absent from all Directors' meetings in any six (6) month period without leave of absence approved by the Directors; and/or
- (h) becomes ineligible to be a Director of the company under the Corporations Act or the ACNC Act.

17 Transitional arrangements

17.1 Application of transitional provisions

The provisions of clause 17 apply notwithstanding any other provision of this constitution and prevail to the extent of any inconsistency with any other provision.

17.2 Coming into effect of this constitution

This constitution comes into effect at the conclusion of the extraordinary general meeting of the company on 3 December 2024.

17.3 Interim Directors and office holders

- (a) The interim chairperson, interim deputy chairperson and interim directors of the company are the chairperson, deputy chairperson and directors elected under the Previous Constitution at the annual general meeting on 3 December 2024 or who would continue in office under the Previous Constitution following the annual general meeting on 3 December 2024.

- (b) The interim chairperson, interim deputy chairperson and interim directors of the company continue to hold office after the adoption of this constitution until:
 - (i) the completion of the initial election for their role in accordance with clause 17.4 or 17.5 as applicable; or
 - (ii) they resign in writing from their role; or
 - (iii) they ceased to be a director under clause 16.14.

17.4 Initial elections

- (a) The initial election of the Elected Directors, chairperson and deputy chairperson under this constitution must take place at the first annual general meeting held after the commencement of this constitution.
- (b) The initial election of the chairperson must take place in accordance with the process in clause 16.8.
- (c) The initial election of the deputy chairperson must take place in accordance with the process in clause 16.11.
- (d) The initial election of the Elected Directors must take place in accordance with the process in clauses 16.4, 16.5 and 16.6.

17.5 Term of the initial Elected Directors

- (a) Subject to clause 16.14:
 - (i) one Elected Director from each State or Territory with two Elected Directors, who was elected at the initial elections under clause 17.4(d), holds office until the conclusion of the first annual general meeting held at least two (2) years after their election; and
 - (ii) the remaining Elected Directors elected at the initial elections under clause 17.4(d) hold office until the conclusion of the first annual general meeting held at least four (4) years after their election.
- (b) To determine which of the initial Elected Directors from a State or Territory will hold office for two (2) years under clause 17.5(a)(i), the two initial Elected Directors from that State and Territory will draw straws at a time determined by the Directors.
- (c) The term of office of the initial Elected Directors under clause 17.5(a)(i) and (ii) is a term of office for the purpose of clause 16.3(c).

18 Powers and duties of Directors

18.1 Powers of Directors

- (a) The Directors are responsible for managing and directing the activities of the company to achieve the purpose set out in clause 7.
- (b) The Directors may use all the powers of the company, except for powers that, under the law or this constitution, may only be used by members.

- (c) The Directors must decide on the responsible financial management of the company including:
 - (i) any suitable written delegations of power under clause 18.2; and
 - (ii) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
- (d) The Directors cannot remove a Director or auditor. Directors and auditors may only be removed by a special resolution at a general meeting.

18.2 Delegation of Directors' powers

- (a) Subject to clause 18.2(c), the Directors may delegate any of their powers and functions to a committee, a Director, an employee of the company (such as a chief executive officer) or any other person, as they consider appropriate.
- (b) The delegation must be recorded in the company's minute book.
- (c) The Directors may not delegate the decision to admit a member under clause 10.4 or to warn, suspend or expel a member under clause 12.1(d), except as provided for in clause 12.1(d)(v).

18.3 Payments to Directors

- (a) The company may pay reasonable fees to a Director for acting as a Director, having regard to the remuneration of directors of organisations that are similar to the company and to relevant decisions of the Remuneration Tribunal established under the *Remuneration Tribunal Act 1973* (Cth) or the Remuneration Tribunal's successor.
- (b) The company may:
 - (i) pay a Director for work they do for the company, other than as a Director, if the amount is no more than a reasonable fee for the work done; or
 - (ii) reimburse a Director for expenses properly incurred by the Director in connection with the affairs of the company.
- (c) Any payment made under clause 18.3 must be approved by a majority of all the Directors.
- (d) The company may pay premiums for insurance indemnifying Directors, as allowed for by law and this constitution.

18.4 Duties of Directors

- (a) The Directors must comply with their duties as Directors under legislation and common law (judge-made law), and with the duties described in governance standard 5 of the regulations made under the ACNC Act which are:
 - (i) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a Director of the company;

- (ii) to act in good faith in the best interests of the company and to further the charitable purpose(s) of the company set out in clause 7;
- (iii) not to misuse their position as a Director;
- (iv) not to misuse information they gain in their role as a Director;
- (v) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 18.5;
- (vi) to ensure that the financial affairs of the company are managed responsibly; and
- (vii) not to allow the company to operate while it is insolvent.

18.5 Conflicts of interest

- (a) A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution):
 - (i) to the other Directors; or
 - (ii) if all of the Directors have the same conflict of interest, to the members at the next general meeting, or at an earlier time if reasonable to do so.
- (b) The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.
- (c) Each Director who has an actual material conflict of interest in a matter that is being considered at a meeting of Directors must not, except as provided under clause 18.5(e):
 - (i) be present at the meeting while the matter is being discussed, or
 - (ii) vote on the matter.
- (d) For the purposes of 18.5(c), an actual material conflict of interest is where a Director's personal, professional or business interests or the personal, professional or business interests of individuals or groups with whom a Director is closely associated:
 - (i) are real and substantial, not theoretical, remote, contingent or otherwise insubstantial; and
 - (ii) have, or appear to have, the capacity to influence the conduct of the Director.
- (e) A Director may still be present and vote if:
 - (i) their interest arises because they are a member of the company, and the other members have the same interest;
 - (ii) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the company (see clause 26);

- (iii) the Australian Securities and Investments Commission or its successor makes an order allowing the Director to vote on the matter; or
- (iv) the Directors who do not have a material personal interest in the matter pass a resolution that:
 - (A) identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the company, and
 - (B) states that those Directors are satisfied that the interest should not stop the Director from voting or being present.

18.6 Execution of documents

- (a) The company may execute a document without using a common seal if the document is signed by:
 - (i) two Directors of the company; or
 - (ii) a Director and the secretary.

19 Directors' meetings

19.1 When Directors meet

- (a) The Directors may hold meetings (including by technological means) for the conduct of business and regulate them as they think fit.
- (b) A meeting of Directors may be called by twenty five (25) per cent of Directors by together giving notice in accordance with clause 19.2 to all the other Directors.
- (c) The Directors must meet at least four (4) times in each twelve (12) month period, at such place, time and manner as determined by the Directors.

19.2 Notice of Directors' meetings

- (a) Notice of a Directors' meeting must be given to each current Director, other than a Director on leave of absence approved by the Directors.
- (b) A notice of a Directors' meeting must:
 - (i) be given in a way permitted by clause 24;
 - (ii) specify the time and place of and, if relevant, the form of technology for, the meeting;
 - (iii) state the nature of the business to be transacted at the meeting; and
 - (iv) be provided with sufficient time for the Directors to properly consider the subject matter contained within the notice and any accompanying materials. Unless a lesser period is agreed by a majority of Directors, seven (7) days from the date of the notice is deemed to be sufficient time.
- (c) A resolution passed at a Directors' meeting is not invalid just because a Director did not receive notice of the meeting provided that:

- (i) the notice was not received because of accident or error;
- (ii) before or after the meeting, the Director notifies the company of his or her agreement to the resolution; or
- (iii) the Director attended the meeting.

19.3 Directors' meetings and quorum

- (a) The secretary may convene a meeting of the Directors upon request of over 25% of the Directors.
- (b) Business may not be transacted at a Directors' meeting unless there is a quorum of Directors at the time the business is dealt with, except for a decision to call a general meeting other than an annual general meeting.
- (c) A quorum consists of 50% of the current number of Directors. If 50% of Directors is not a whole number, the number must be rounded up to the nearest whole number.
- (d) A Director is present at a meeting if participating in the meeting using technology that enables the Director to hear and be heard. A Director participating in a meeting using such technology must be counted when determining whether a quorum is present.
- (e) If, within thirty (30) minutes after the time appointed for the meeting a quorum is not present, then, without preventing those present from discussing (but not voting on) any matter, the meeting will be dissolved or stand adjourned to such time, date and place as those present at the meeting reasonably decide.

19.4 Decisions of Directors

- (a) A Directors' resolution must be passed by a majority of the votes cast by Directors present and entitled to vote on the resolution.
- (b) If there is an equal number of votes cast for and against a resolution at a Directors' meeting, then the chairperson may cast a second vote.

19.5 Decisions without meetings

- (a) The Directors may pass a circular resolution without a Directors' meeting being held.
- (b) A circular resolution is passed if all the Directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 19.5(c) or clause 19.5(d).
- (c) Each Director may sign:
 - (i) a single document setting out the resolution and containing a statement that they agree to the resolution; or
 - (ii) separate copies of that document, as long as the wording of the resolution is the same in each copy.
- (d) The company may send a circular resolution by email to the Directors, and the Directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.

- (e) A circular resolution is passed when the last Director signs or otherwise agrees to the resolution in the manner set out in clause 19.5(c) or clause 19.5(d).
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20 Officers of the company

20.1 Chairperson and deputy chairperson

- (a) The chairperson must be elected in accordance with clause 16.8.
- (b) The deputy chairperson must be elected in accordance with clause 16.11.
- (c) Subject to the person resigning as chairperson or deputy chairperson or ceasing to be a Director under clause 16.14 (or, in the case of the deputy chairperson, ceasing to be a director under clause 16.3(b)), the chairperson and deputy chairperson hold office for a term of two (2) years.

20.2 Secretary

- (a) The company must have at least one (1) secretary, who may also be a Director.
 - (b) A secretary must be appointed by the Directors (after giving the company their signed consent to act as secretary of the company) and may be removed by the Directors.
 - (c) The Directors must decide the terms and conditions under which the secretary is appointed, including any remuneration.
 - (d) The role of the secretary includes:
 - (i) maintaining a register of the company's members; and
 - (ii) maintaining the minutes and other records of general meetings (including notices of meetings), Directors' meetings and circular resolutions.
-

21 By-laws, policies, procedures and codes of conduct

- (a) The Directors may pass a resolution to make by-laws and/or to approve policies, procedures and codes of conduct.
 - (b) Members, Delegates and Directors must comply with this constitution and must comply with all by-laws, policies, procedures and codes of conduct made and/or approved by the board as if they were part of this constitution.
 - (c) A reference to a breach of this constitution includes a breach of clause 21(b).
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22 Minutes and records

22.1 Minutes

- (a) The company must, within one (1) month, make and keep the following records:
 - (i) minutes of proceedings and resolutions of general meetings; and
 - (ii) a copy of a notice of each general meeting.
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- (b) The company must, within one (1) month, make and keep the following records:
 - (i) minutes of proceedings and resolutions of Directors' meetings; and
 - (ii) minutes of proceedings and resolutions of any committee meetings.
- (c) The Directors must ensure that minutes of a general meeting or a Directors' meeting are signed within a reasonable time after the meeting by:
 - (i) the chair of the meeting; or
 - (ii) the chair of the next meeting.

22.2 Inspection of records

To allow members to inspect the company's records:

- (a) the company must give a member access to the records set out in clause 22.1(a); and
- (b) the Directors may authorise a member to inspect other records of the company, including records referred to in clause 22.1(b) and clause 22.3.

22.3 Financial and related records

- (a) The company must make and keep written financial records that:
 - (i) correctly record and explain its transactions and financial position and performance; and
 - (ii) enable true and fair financial statements to be prepared and to be audited.
- (b) The company must also keep written records that correctly record its operations.
- (c) The company must retain its records for at least seven (7) years.
- (d) The Directors must take reasonable steps to ensure that the company's records are kept safe.

23 Dispute resolution

- (a) The dispute resolution procedure set out in this clause 23 applies to disputes under this constitution between a member or Director and:
 - (i) one or more members;
 - (ii) one or more Directors; or
 - (iii) the company.
- (b) A member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary action under clause 12 until the disciplinary action is completed.
- (c) The parties involved in the dispute must attempt to resolve the dispute between themselves within fourteen (14) days of the dispute arising.

- (d) If the parties involved in the dispute cannot resolve it in accordance with clause 23(c), they must within ten (10) days:
 - (i) tell the Directors about the dispute in writing;
 - (ii) agree or request that a mediator be appointed; and
 - (iii) attempt in good faith to settle the dispute by mediation.
- (e) The mediator must be:
 - (i) chosen by agreement of those involved; or
 - (ii) where those involved do not agree:
 - (A) for disputes between members, a person chosen by the Directors; or
 - (B) for other disputes, a person chosen by either the Commissioner of the Australian Charities and Not-for-profits Commission or the president of the law institute or society in the State or Territory in which the company has its registered office.
- (f) A mediator chosen by the Directors under clause 23(e)(ii)(A):
 - (i) may be a member or former member of the company;
 - (ii) must not have a personal interest in the dispute; and
 - (iii) must not be biased towards or against anyone involved in the dispute.
- (g) When conducting the mediation, the mediator must:
 - (i) allow those involved a reasonable chance to be heard;
 - (ii) allow those involved a reasonable chance to review any written statements; and
 - (iii) ensure those involved are given procedural fairness.

24 Notices

24.1 General

Any notice, document or other communication required or permitted to be given under this constitution or law may be given in any manner (including through the use of technology) so long as such manner complies with:

- (a) the law; and
- (b) any policies and procedures relating to the giving and receiving of notices, documents and other communications as determined by the Directors from time to time.

24.2 What is notice

- (a) Anything written to or from the company under any clause in this constitution, is written notice and is subject to clauses 24.1 to 24.5, unless specified otherwise.

24.3 Notice to the company

Written notice or any communication under this constitution may be given to the company, the Directors or the secretary by:

- (a) delivering it to the company's registered office;
- (b) posting it to the company's registered office or to another address chosen by the company for notice to be provided;
- (c) sending it to an email address or other electronic address notified by the company to the members as the company's email address or other electronic address; or
- (d) sending it to the fax number notified by the company to the members as the company's fax number.

24.4 Notice to members

Written notice or any communication under this constitution may be given to a member:

- (a) in person, via their Delegate;
- (b) by posting it to, or leaving it at the address of the member in the register of members or an alternative address (if any) nominated by the member for service of notices;
- (c) sending it to the email or other electronic address nominated by the member as an alternative address for service of notices (if any);
- (d) sending it to the fax number nominated by the member as an alternative address for service of notices (if any); or
- (e) if agreed to by the member, by notifying the member via an email or other electronic address nominated by the member, that the notice is available at a specified place or address (including an electronic address).

24.5 When notice is taken to be given

A notice:

- (a) delivered in person, or left at the recipient's address, is taken to be given on the day it is delivered;
- (b) sent by post, is taken to be given on the third day after it is posted with the correct payment of postage costs;
- (c) sent by email, fax or other electronic method, is taken to be given on the business day after it is sent; and
- (d) given under clause 24.4(e), is taken to be given on the business day after the notification that the notice is available is sent.

25 Financial year

The company's financial year is from 1 July to 30 June, unless the Directors pass a resolution to change the financial year.

26 Indemnity, insurance and access

26.1 Indemnity

- (a) To the extent permitted by law, the company indemnifies the officers of the company (both current and past) for all losses or liabilities incurred by the person as an officer of the company including, but not limited to, a liability for negligence or for legal costs on a full indemnity basis.
- (b) This indemnity:
 - (i) may only be for losses or liabilities incurred as an officer of the company (either before or after the adoption of this clause);
 - (ii) does not cover any loss or liability of an officer seeking to be indemnified under this clause if that loss or liability arises from that person's wilful misconduct or fraud; and
 - (iii) operates only to the extent that the loss or liability is not paid by insurance.

26.2 Insurance

To the extent permitted by law, the company may take out and pay for insurance for the benefit of the officers of the company (both current and past) against any liability incurred by the person as an officer of the company including, but not limited to, a liability for negligence or for legal costs.

26.3 Access to documents

- (a) A Director has a right of access to the financial records of the company at all reasonable times.
- (b) If the Directors agree, the company must give a Director or former Director access to:
 - (i) certain documents, including documents provided for or available to the Directors; and
 - (ii) any other documents referred to in those documents.

27 Winding up and loss of endorsement

27.1 Winding up

- (a) Subject to the Corporations Act and any other applicable legislation and/or any court order, any surplus assets (including 'gift funds' defined in clause 27.3) that remain after the company is wound up, must be distributed to one (1) or more charities that:

- (i) has objects or purposes similar to those of the company;
 - (ii) by their constituent rules, prohibits the distribution of income and property amongst members to an extent at least as great as is imposed upon the company;
 - (iii) that is or are endorsed as a deductible gift recipient for the purpose of any Commonwealth tax law; and
 - (iv) where the requirements of clauses 27.1(a)(i), (ii) and (iii) are satisfied, to an organisation that is a member of the company.
- (b) The decision as to the charity or charities to be given the surplus assets must be made by special resolution of members at or before the time of winding up. If the members do not make this decision, the company may apply to the Supreme Court to make this decision.

27.2 Loss of DGR endorsement

If the company's deductible gift recipient endorsement is revoked (whether or not the company is to be wound up), any surplus gift funds must be transferred to one or more charities that meet the requirements of clause 27.1(a), as decided by the Directors.

27.3 Gift funds

For the purposes of this clause 27:

- (a) a 'gift fund' means:
 - (i) gifts of money or property received for the principal purpose of the company;
 - (ii) contributions made in relation to an eligible fundraising event held to raise funds for the principal purpose of the company; and
 - (iii) money received by the company because of such gifts and contributions.
- (b) 'contributions' and 'fundraising event' have the same meaning as in Division 30 of the *Income Tax Assessment Act 1997* (Cth).

28 Jurisdiction

- (a) Each member submits to the non-exclusive jurisdiction of the Supreme Court of the Australian Capital Territory, the Federal Court of Australia and the Courts which may hear appeals from those Courts.

29 Replaceable rules do not apply

The replaceable rules contained in the Corporations Act from time to time do not apply to the company.

Schedule 1 Dictionary

In this constitution:

Aboriginal and/or Torres Strait Islander Community Controlled Health Service means a legal entity:

- (a) that is controlled by members of the local Aboriginal and/or Torres Strait Islander community or communities;
- (b) that, in its governing documents, gives the right to vote only to members who are Aboriginal and/or Torres Strait Islander people;
- (c) that requires in its governing document that the majority of its Directors (or equivalent) are Aboriginal and/or Torres Strait Islander people; and
- (d) that delivers Comprehensive Primary Healthcare to the community that controls it

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth)

Alternate Delegate means a person appointed by a member in accordance with clause 14.2 to exercise the rights of the member under clause 13.7 in place of the Delegate

Applicant in clauses 16.4 and 16.5 means a person who has applied under clause 16.5(e) to become an Elected Director but whose identity, and eligibility to become an Elected Director, has not been verified in accordance with clause 16.5(f)

Candidate in clauses 16.4 and 16.5 means a person whose identity, and eligibility to stand for the position of Elected Director, has been verified in accordance with clause 16.5(f) and who is standing for election as a Nominee for Elected Director under clause 16.5(f), (g), (h), (i), (j), and (k)

Casual Director means a Director elected to fill a casual vacancy in accordance with clause 16.7

Community Controlled Health Affiliate means the following organisations:

- (a) Aboriginal Health Council of South Australia Limited (ABN 89 287 854 542);
- (b) Aboriginal Health Council of Western Australia (ABN 48 114 220 478);
- (c) Aboriginal Health and Medical Research Council of New South Wales (ABN 66 085 654 397);
- (d) Aboriginal Medical Services Alliances Northern Territory Aboriginal Corporation (ABN 26 263 401 676);
- (e) Queensland Aboriginal & Islander Health Council (ABN 97 111 116 762);
- (f) Tasmanian Aboriginal Corporation (ABN 48 212 321 102);
- (g) Victorian Aboriginal Community Controlled Health Organisation Inc (ABN 67 498 114 972); and

- (h) Winnunga Nimmityjah Aboriginal Health and Community Services Ltd (ABN 52 618 179 061)

chair means the chair of a general meeting of the company from time-to-time

chairperson means the chairperson of the company elected under clause 16.8, filling a casual vacancy under clause 16.10 or the interim chairperson under clause 17.3

charity has the meaning given in section 5 of the *Charities Act 2013* (Cth)

Comprehensive Primary Healthcare means:

- (a) meeting the health and well-being needs of Aboriginal and/or Torres Strait Islander people through comprehensive, holistic, place-based and culturally safe care throughout the life course;
- (b) systematically addressing the broader determinants of the health and well-being of Aboriginal and/or Torres Strait Islander people; and
- (c) empowering Aboriginal and/or Torres Strait Islander individuals, families, and communities to optimise their health and well being

In this definition, 'well being' includes physical, mental, spiritual, cultural and emotional well being

Corporations Act means the *Corporations Act 2001* (Cth)

Delegate means a person appointed by a member in accordance with clause 14.1 to exercise the rights of the member under clause 13.7

deputy chairperson means the deputy chairperson of the company elected under clause 16.11, filling a casual vacancy under clause 16.13 or the interim deputy chairperson under clause 17.3

Directors means the Elected Directors, Casual Directors, the chairperson, the deputy chairperson and the interim directors under clause 17.3

Elected Director means a director from a State or Territory nominated by the members from the State or Territory in accordance with clause 16.5 and elected in accordance with clause 16.6

general meeting means a meeting of members and includes the annual general meeting

Initial Elected Term has the meaning given in clause 17

member present in person means a member of the company whose Delegate or Alternate Delegate is present at the meeting or attending via the use of technology in accordance with clause 13.10

Nominee in clauses 16.4, 16.5 and 16.6 means a person elected by members from a State or Territory under clause 16.5 to stand for the position of Elected Director for that State or Territory under clause 16.6

officers of the company means the chairperson, deputy chairperson, secretary and Directors

Preferential Voting Method means a voting system whereby:

- (a) If a candidate receives more than 50% of first preference votes, that candidate is elected; or
- (b) If no candidate receives more than 50% of first preference votes, the candidate with the lowest number of first preference votes is eliminated and all votes cast for that candidate are redistributed to the remaining candidates based on who is ranked next on each ballot. The process of redistributing votes then continues until a candidate achieves 50% of the vote, and then repeats, if required, until a second candidate achieves 50% of the vote

Previous Constitution means the company's constitution as adopted on 15 November 2011

secretary means the secretary of the company appointed under clause 20.2

special resolution means a resolution:

- (a) of which notice has been given under clause 13.6, and
- (b) that has been passed by at least seventy five (75) per cent of the votes cast by members present in person

surplus assets means any assets of the company that remain after paying all debts and other liabilities of the company, including the costs of winding up

Schedule 2 Interpretation

- 1.1 A reference in a clause in general terms to a person holding or occupying a particular office or position includes a reference to any person who occupies or performs the duties of that office or position for the time being.
- 1.2 In this constitution, headings are for convenience only and do not affect the interpretation of this constitution and, unless the contrary intention appears:
- (a) words importing the singular include the plural and vice versa;
 - (b) a reference to any statute, regulation, proclamation, ordinance or by-laws includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
 - (c) the words 'including', 'such as', 'for example' and the like are not, and should not be interpreted to be, words of limitation, unless explicitly stated otherwise; and
 - (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.

Attachment A Register of Members at date of adoption of this Constitution

Entity Name (As per ABN Register)	ABN
Aboriginal and Torres Strait Islander Community Health Service Brisbane Limited	22009943435
Aboriginal & Torres Strait Islander Community Health Service Mackay Ltd	81625886573
Aboriginal Community Elders Services Incorporated	22907664394
Aboriginal Medical Service Co-operative Limited	44263743151
Aboriginal Sobriety Group Indigenous Corporation	72493704912
Albury Wodonga Aboriginal Health Service Ltd	84286953178
Amoonguna Health Service Aboriginal Corporation	56165075312
Ampilatwatja Health Centre Aboriginal Corporation	61426053586
Anyinginyi Health Aboriginal Corporation	97329483372
Apunipima Cape York Health Council Limited	26089437717
Armajun Health Service Aboriginal Corporation	98587746234
Awabakal Ltd	93865911384
Ballarat And District Aboriginal Co-operative Limited	33266090956
Beagle Bay Community Inc	36975423355
Bega Garnibirringu Health Services Incorporated	47976288533
Bendigo And District Aboriginal Co-operative Ltd	62135239366
Bidgerdii Aboriginal and Torres Strait Islanders Corporation Community Health Service Central Queensland Region	47739918372
Bidyadanga Aboriginal Community La Grange Inc	91283538282
Biripi Aboriginal Corporation Medical Centre	11142285716
Bourke Aboriginal Corporation Health Service	98265677301
Brewarrina Aboriginal Corporation	20341682409
Broome Regional Aboriginal Medical Service (Aboriginal Corporation)	23750533168
Brungle Health And Community Aboriginal Corporation	95268691173
Budja Budja Aboriginal Co-operative Limited	49923294600
Bulgarr Ngaru Medical Aboriginal Corporation	67006943078
Bullinah Aboriginal Health Service Limited	32309494532
Carbal Aboriginal And Torres Strait Islander Health Services Ltd	50275271535
Central Australian Aboriginal Congress Aboriginal Corporation	76210591710
Centre for Rural And Regional Aboriginal And Torres Strait Islander Health Ltd	53156021377
Charleville And Western Areas Aboriginal And Torres Strait Islanders Community Health Limited	84826588748
Cherbourg Regional Aboriginal And Islander Community Controlled Health Services Ltd	26601820535
Condobolin Aboriginal Health Service Aboriginal Corporation	23381720566
Coomealla Health Aboriginal Corporation	45574712734
Coonamble Aboriginal Health Service Limited	26826765257
Cummeragunja Health and Development Aboriginal Corporation	17122066339
Cunnamulla Aboriginal Corporation for Health	70286536824
Dandenong & District Aborigines Co-operative Limited	34256073685

Danila Dilba Biluru Butji Binnilutlum Health Service Limited	57024747460
Derbarl Yerrigan Health Service Aboriginal Corporation	60824221416
Derby Aboriginal Health Service Council Aboriginal Corporation	57511340580
Dhauwurd-Wurrung Portland & District Aboriginal Elderly Citizens Inc	98906379843
Durri Aboriginal Corporation Medical Service	52730046875
Eleanor Duncan Aboriginal Services Limited	20919038891
Galambila Aboriginal Corporation	23584198987
Galangoor Duwulami Aboriginal And Torres Strait Islander Corporation (Primary Health Care Service)	12624369560
Geraldton Regional Aboriginal Medical Service	98653603543
Gippsland and East Gippsland Aboriginal Co-operative Limited	56690276207
Girudala Community Co-operative Society Ltd	24731933099
Gladstone Region Aboriginal And Islander Community Controlled Health Service	69912120016
Goolburri Aboriginal Health Advancement Company Limited	33139659331
Goolum - Goolum Aboriginal Co-operative Limited	28010581385
Goondir Aboriginal & Torres Strait Islanders Corporation for Health Services	28532578379
Griffith Aboriginal Medical Service Aboriginal Corporation	98484570405
Gunditjmara Aboriginal Co-operative Limited	81365607437
Gurriny Yealamucka (Good Healing) Health Services Aboriginal Corporation	31210982991
Illawarra Aboriginal Medical Service Aboriginal Corporation	23886179327
Injilinj Aboriginal and Torres Strait Islanders Corporation for Children and Youth Services	99565171592
Institute for Urban Indigenous Health Ltd	32140019290
Kalwun Development Corporation Limited	15065676717
Kambu Aboriginal And Torres Strait Islander Corporation for Health	83155632836
Katherine West Health Board Aboriginal Corporation	23351866925
Katungul Aboriginal Corporation Regional Health And Community Services	35679076545
Kimberley Aboriginal Medical Services Limited	67169851861
Kirrae Health Service Inc.	98641022731
Lake Tyers Health & Childrens Services Association Inc.	48209560427
Lakes Entrance Aboriginal Health Association Inc	12169986182
Laynhapuy Homelands Aboriginal Corporation	86695642473
Mala'la Health Service Aboriginal Corporation	89357836457
Mallee District Aboriginal Services Limited	54334685198
Mamu Health Service Limited	68011074347
Mawarnkarra Health Service	68139453348
Miwatj Health Aboriginal Corporation	96843428729
Moogji Aboriginal Council East Gippsland Inc	40573268875
Moorditj Koort Aboriginal Corporation	83343979387
Moorundi Aboriginal Community Controlled Health Service Limited	51885775376
Mount Isa Aboriginal Community Controlled Health Services Limited	96130300355
Mpwelarre Health Aboriginal Corporation	25761017736
Mudth-Niyleta Aboriginal and Torres Strait Islanders Corporation	75038997115
Mulungu Aboriginal Corporation Primary Health Care Service	83709684565

Mungabareena Aboriginal Corporation	76570654514
Murray Valley Aboriginal Co-operative Limited	52318962889
Murrin Bridge Aboriginal Health Service Incorporated	46960235716
Mutitjulu Community Health Service (Aboriginal Corporation)	92708946302
Ngaanyatjarra Health Service (Aboriginal Corporation)	69635513283
Ngaanyatjarra Pitjantjatjara Yankunytjatjara Women's Council Aboriginal Corporation	77902127562
Ngaimpe Aboriginal Corporation	97450742985
Nganampa Health Council Inc	25284162604
Ngangganawili Aboriginal Community Controlled Health and Medical Services Aboriginal Corporation	85650098620
Ngwala Willumbong Co-operative Limited	96050732197
Nindilingarri Cultural Health Services Inc	91967940892
Nirrumbuk Environmental Health and Services Pty Ltd	70166 603747
Njernda Aboriginal Corporation	17334858388
NPA Family and Community Services Aboriginal & Torres Strait Islander Corporation	71688394380
Nunkuwarni Yunti of South Australia Incorporated	59643754108
Nunyara Aboriginal Health Service Incorporated	52368663383
Oak Valley (Maralinga) Aboriginal Corporation	19598209330
Oonah Health and Community Services Aboriginal Corporation	79450431271
Orange Aboriginal Corporation Health Service	13725675136
Ord Valley Aboriginal Health Service Aboriginal Corporation	62910270592
Palm Island Community Company Ltd	14640793728
Pangula Mannamurna Aboriginal Corporation	73627520658
Paupiyala Tjarutja Aboriginal Corporation	20304504408
Peak Hill Aboriginal Medical Incorporated	20816576451
Pika Wiya Health Service Aboriginal Corporation	81986001126
Pintupi Homelands Health Service (Aboriginal Corporation)	56005261226
Pius X Aboriginal Corporation	47446676205
Port Lincoln Aboriginal Health Service Limited	79159053254
Puntuturnu Aboriginal Medical Service Aboriginal Corporation	49134881272
Ramahyuck District Aboriginal Corporation	61710932590
Red Lily Health Board (Aboriginal Corporation)	45827246402
Riverina Medical and Dental Aboriginal Corporation	86609212206
Rumbalara Aboriginal Co-operative Limited	84530647942
South Coast Medical Service Aboriginal Corporation	46897866758
South-West Aboriginal Medical Service Aboriginal Corporation	98241772591
Sunrise Health Service Aboriginal Corporation	26778213582
Tamworth Aboriginal Medical Service - Aboriginal Corporation	53436361459
Tasmanian Aboriginal Corporation	48212321102
Tharawal Aboriginal Corporation	34539456306
The North Coast Aboriginal Corporation for Community Health	53413469595
The Oolong Aboriginal Corporation	23606862507
The Victorian Aboriginal Health Service Co-operative Limited	51825578859

Tobwabba Aboriginal Corporation Medical Service	32875039858
Townsville Aboriginal And Torres Strait Islander Corporation for Health Services	66010113603
Tullawon Health Service Incorporated	97478220756
Umoona Tjutagku Health Service Aboriginal Corporation	91015295247
Ungooroo Aboriginal Corporation	64020872467
Urapuntja Health Service Aboriginal Corporation	45449518275
Utju Health Service Aboriginal Corporation	33871419660
Walgett Aboriginal Medical Service Ltd.	78014990451
Walhallow Aboriginal Corporation	16209174798
Waminda South Coast Women's Health and Wellbeing Aboriginal Corporation	97639372729
Wathaurong Aboriginal Co-operative Limited	26564626453
Weigelli Centre Aboriginal Corporation	73334256826
Wellington Aboriginal Corporation Health Service	21471474869
Werin Aboriginal Corporation	78640247930
Western Aranda Health Aboriginal Corporation	11067361505
Western Desert Nganampa Walytja Palyantjaku Tjutaku Aboriginal Corporation	94755012884
Winda-Mara Aboriginal Corporation	71636105116
Winnunga Nimmityjah Aboriginal Health And Community Services Ltd.	52618179061
Wirraka Maya Health Service Aboriginal Corporation	65321646985
Wuchopperen Health Service Limited	15010112580
Wurli-Wurlinjang Aboriginal Corporation	96997270879
Yadu Health Aboriginal Corporation	92498922417
Yoorana Gunya Family Healing Centre Aboriginal Corporation	42192707097
Yulu-Burri-Ba Aboriginal Corporation for Community Health	68372421952
Yura Yungi Medical Service Aboriginal Corporation	77043932146