

## Memorandum of Understanding Letter of Offer

### Status and duration of this Memorandum of Understanding

#### 1. Status of Memorandum of Understanding

- 1.1 This Memorandum of Understanding is not intended to, and does not create legally binding obligations but reflects a serious intention by the parties to undertake their responsibilities and obligations under this Memorandum of Understanding.

#### 2. Duration of the Memorandum of Understanding and Activity

- 2.1 This Memorandum of Understanding starts on the Commencement Date specified in the Schedule and ends on the Completion Date specified in the Schedule, unless terminated earlier.
- 2.2 The Activity starts and ends on the dates specified in the Schedule, unless terminated earlier.

#### 3. Ending and/or amending the scope of the Memorandum of Understanding

- 3.1 This Memorandum of Understanding can be terminated at any time by either party following written notice to the other.
- 3.2 The scope of this Memorandum of Understanding can be amended (within the original intent of the Memorandum of Understanding) at any time, in writing, signed by both parties.

### Your obligations and responsibilities

- 4.1 You are obliged to carry out the Activity, as set out in the Schedule, including meeting all objectives, timeframes and milestones. You will:
- (a) use all proper care; and
  - (b) comply with any codes of ethics, regulations or other industry standards relevant to the Activity; and
  - (c) comply with any relevant policy notified to you by us in writing; and
  - (d) notify us immediately if a conflict of interest arises, or could reasonably be perceived by others to have arisen, that may restrict you undertaking the Activity in a fair and independent way; and
  - (e) communicate with us, especially if there is an issue that may delay, stop or adversely affect the Activity; and
  - (f) provide information we reasonably require, subject to any legislation.
- 4.2 If it is agreed in writing between you and us, all or part of the Activity may be delivered by a Funding Recipient. You will:
- (a) enter into a legally binding Funding Agreement with the Funding Recipient for the delivery of the Activity; and
  - (b) manage the distribution of all or part of the Funding, as agreed in writing between you and us, to the Funding Recipient; and
  - (c) ensure that the Funding Agreement sufficiently protects the accountability and reporting requirements of the Commonwealth, reflects the purposes and objectives required under the Program, and accurately reflects the matters determined under this Memorandum of Understanding; and
  - (d) upon our request, provide us with a copy of the Funding Agreement, copies of reports submitted to you by the Funding Recipient and copies of any other material produced under the Funding Agreement.
- 4.3 When a Funding Recipient carries out all or part of the Activity under clause 4.2, you are not relieved of any of your obligations under this Memorandum of Understanding.

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## **Funding**

### **5. Payment of Funding**

5.1 Subject to parliamentary appropriation and your compliance with this Memorandum of Understanding, we will pay you the Funding in accordance with the Schedule.

5.2 We will withhold payment if we consider that you have not carried out the Activity or spent the Funding in accordance with this Memorandum of Understanding.

### **6. Spending the Funding**

6.1 You agree to spend the Funding only on carrying out the Activity in accordance with this Memorandum of Understanding.

### **7. Acquitting the Funding**

7.1 You will provide us with the financial report(s) set out in the Schedule, in the format stipulated by us.

### **8. Repaying the Funding**

8.1 You will repay the Funding (or the relevant part of it) to us in any of the circumstances set out below:

- (a) we overpay you; or
- (b) we pay you an amount that you incorrectly claim; or
- (c) an amount of the Funding is unspent at the Completion Date; or
- (d) we pay you an amount that you are unable to spend in accordance with this Memorandum of Understanding; or
- (e) you spend an amount other than in accordance with this Memorandum of Understanding.

8.2 If you are to repay an amount under clause 8.1 you will do so within twenty (20) Business Days after we give you notice in writing.

8.3 We can recover all or any of the amount by deducting it from subsequent amounts we pay you under this Memorandum of Understanding.

### **9. GST**

9.1 The Funding under this Memorandum of Understanding is considered not to be subject to GST as it is:

- (a) for non-commercial purposes;
- (b) provided to an Australian Government entity;
- (c) provided pursuant to an appropriation under Australian law.

9.2 If there are circumstances where the Funding is subject to GST, the parties to this Memorandum of Understanding will comply with their respective obligations under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

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## **Reporting and record keeping**

### **10. Reporting**

10.1 You will prepare and give us the financial and performance reports specified in the Schedule.

### **11. Record Keeping**

11.1 You will keep accurate records and accounts in accordance with this Memorandum of Understanding and any legislative requirements and you will, at all reasonable times, give us or our representatives access to these records.

11.2 You will keep these records in their original form for at least five (5) years after the Activity period or other period as required by legislation.

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## **Other Matters**

### **12. Privacy**

- 12.1 In this clause 12, 'Information Privacy Principle' and 'Personal Information' have the same meaning as in the *Privacy Act 1988* (Cth). This clause applies where you deal with Personal Information in carrying out the Activity.
- 12.2 You agree:
- (a) not to do anything which, if done by us, would breach an Information Privacy Principle; and
  - (b) to comply with any directions from us, to the extent that they are consistent with the Information Privacy Principles or a Commonwealth, state or territory public interest determination or privacy determination.
13. **Acknowledging our support**
- 13.1 In all material you publish as part of your performance of this Memorandum of Understanding, you must acknowledge our financial and other support.
- 13.2 When doing so, you must use any form of acknowledgment we reasonably specify.
14. **Reimbursement**
- 14.1 You agree to reimburse us for any loss or liability incurred by us (including any loss or damage to our property, or loss or expense incurred by us in dealing with any claim against us) arising from any acts or omissions done by you, or your employees or agents in connection with this Memorandum of Understanding.

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## Definitions

In this Memorandum of Understanding, certain words and phrases have defined meanings. They are indicated by capital letters. However "we" and "you" are not capitalised in this way.

Defined terms are below:

**Activity** means any tasks, activities, services or other purposes for which the Funding is provided. The Activity is described in the Schedule. The Activity may be carried out by you or, where it is mutually decided between us and you, by a third party (Funding Recipient) with you managing the distribution of all (or a portion) of the Funding under this Memorandum of Understanding.

**Business Day** means any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done.

**Commencement Date:** means the date on which the Memorandum of Understanding was signed by the last party to do so.

**Completion Date:** means the completion date specified in the Schedule, or the day after you have done, to our satisfaction, all that you are required to do under this Memorandum of Understanding, whichever is the later.

**Funding** means the money, or any part of it, paid to you as set out in the Schedule.

**Funding Agreement** means a legally binding agreement you enter into with a Funding Recipient for the delivery of the Activity.

**Funding Recipient** means a third party engaged by you under a Funding Agreement to carry out the Activity on behalf of the parties.

**GST** has the same meaning used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), or any other relevant legislation, regulations, or rulings by the Australian Taxation Office.

**Memorandum of Understanding** means the Provisions, the Schedule, and any documents incorporated by reference into this document or the Schedule.

**Schedule** means the Schedule to this Memorandum of Understanding. It may include annexures and incorporate other documents by reference.

**Supplementary Provisions** means provisions in annexures to the Schedule.

**MEMORANDUM OF UNDERSTANDING Letter of Offer (MOU) - SCHEDULE**

**MOU id:**

**MOU Schedule id:**

**MOU SCHEDULE: Family Support Program - Family and Children Services**

**MOU Commencement Date:** the date on which this Memorandum of Understanding was signed by the last party to do so which is ..... / ..... / .....

**MOU Completion Date: 17 May 2013**

<b>Item A</b>	<b>OUR PROGRAM INFORMATION</b>	
<b>A.1</b>	<b>Program Name</b>	<b>Family Support Program – Family and Children Services</b>
<b>A.2</b>	<p><b>Program objectives</b>                      The Family Support Program is a suite of services to support families, to improve children's wellbeing, development and safety and to enhance family functioning. The reformed Family Support Program, which came into effect from 1 July 2011, provides increased support to vulnerable children and families, promotes collaboration, and reduces red tape for service providers.</p> <p><b>Program Component Objectives</b>                      Family and Children's Services provides services to families, particularly those who are vulnerable, disadvantaged or live in disadvantaged communities to improve family functioning and safety, and child wellbeing and development.</p>	

<b>Item B</b>	<b>YOUR ACTIVITY INFORMATION</b>	
<b>B.1</b>	<b>Name of MOU organisation</b>	<b>Community Services Directorate</b>
<b>B.2</b>	<b>ABN</b>	<b>26471407289</b>
<b>B.3</b>	<b>Activity Name</b>	<b>Pilot Survey for the National Standards for Out-of-Home Care</b>
	<b>Activity start date</b>	<b>Upon signing the MOU</b>
	<b>Activity end date</b>	<b>17 May 2013</b>
	<p><b>Activity details</b>                      This Schedule must be read and interpreted in conjunction with the 'Memorandum of Understanding – Letter of Offer Provisions'. The Schedule and the Provisions should not be read separately from each other.</p> <p>This Schedule must be read and interpreted in conjunction with the 'Memorandum of Understanding – Letter of Offer Provisions'. The Schedule and the Provisions should not be read separately from each other.</p> <p>The Funding is provided to support work undertaken by the Standing Council on Community and Disability Services in relation to the National Standards Survey.</p> <p>You will conduct a pilot survey that measures Out-of-Home Care Standards.</p> <p>Methodology used by you will be modelled on that currently in use in Western Australia, adapted as required to the population of the Australian Capital Territory.</p> <p>In conducting the pilot survey you will ensure that all ethical issues applicable in your jurisdiction are addressed prior to the administration of the survey.</p>	

Words or phrases defined in the MOU Provisions carry the same meaning in this Schedule

**MEMORANDUM OF UNDERSTANDING Letter of Offer (MOU) - SCHEDULE**

In conducting the pilot survey you will ensure that it is run in accordance with the relevant legislation (ie the *Children and Young People Act 2008*, the *Health Records (Privacy and Access) Act 1997*, the *Territory Records Act* and the *Privacy Act 1998*.

All staff conducting the survey must meet all Working with Children check and all other legislative requirements in your state.

You will provide updates on the activity at Survey Steering Group meetings and also on an ad hoc basis to our staff via telephone and email.

The pilot survey results must be stored by you in accordance with the privacy and security requirements of your jurisdiction.

The outcomes of this activity will be used to inform a report to Ministers in early 2013 and will contribute to the proposed national biennial out-of-home care National Survey. The report will be developed by the Commonwealth in consultation with you through the Survey Steering Group.

**Activity performance indicators**

	<b>Performance indicator description</b>	<b>Target</b>
<b>2</b>	<b>Children and young people in out-of-home care surveyed</b>	<b>children and young people</b>
<b>3</b>	<b>Pilot survey completed</b>	<b>17 May 2013</b>
<b>4</b>	<b>Survey outcomes provided to us or the nominated consultant</b>	<b>17 May 2013</b>
<b>1.</b>	Provision of information to Hugh Watson Consulting re: <ul style="list-style-type: none"> <li>• the processes for developing and implementing the survey;</li> <li>• how potential respondents are identified;</li> <li>• tailoring questions to different age groups;</li> <li>• assistance provided to complete the survey;</li> <li>• respondents' reactions to the survey;</li> <li>• costs of administration;</li> <li>• survey timetable including planning, administration and analysis;</li> <li>• communication strategies.</li> </ul>	

**Additional information**

The information listed below on location, service areas and the attributed FAHCSIA funding amounts will be used by us to provide reports, by region, on FAHCSIA's funding.

The information may be published on a Commonwealth web site.

You agree to inform us, in writing, within 30 Business Days, if there are any changes to the location or service area information recorded below.

**Locational information:**

You have advised that all or part of the Activity will be delivered from the location(s) specified below.

	<b>Location Type</b>	<b>Name</b>	<b>Address</b>
<b>1</b>		<b>Community Services Directorate</b>	<b>11 Moore Street, Canberra City, ACT, 2601</b>
<b>2</b>	<b>Private locations</b>		

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**MEMORANDUM OF UNDERSTANDING Letter of Offer (MOU) - SCHEDULE**

	throughout the ACT and NSW	
3		
<b>Service Area:</b>		
You have advised that the Activity will service the service area(s) specified below.		
	<b>Type</b>	<b>Service area</b>
1	NGO service area	locations throughout the ACT and NSW
2		
3		

<b>Item C</b>	<b>FUNDING AND PAYMENT</b>	
	<b>Financial year</b>	<b>Amount payable</b>
	2012-2013	\$25,000
	<b>Your bank account information</b>	
	<b>BSB number</b>	[REDACTED]
	<b>Financial institution</b>	Commonwealth Bank
	<b>Account number</b>	[REDACTED]
	<b>Account name</b>	Disability Housing & Community Services

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**MEMORANDUM OF UNDERSTANDING Letter of Offer (MOU) - SCHEDULE**

<b>Item D</b>	<b>REPORTS</b>
<b>D.1</b>	<b>Performance reports</b> Not applicable
<b>D.2</b>	<b>Activity work plan</b> Not applicable
<b>D.3</b>	<b>Annual Report</b> Not applicable
<b>D.4</b>	<b>Financial acquittal reports</b> You will provide us with a written statement that you have spent the Funding provided on the Activity and in accordance with this MOU, by 30 April 2012.
<b>D.5</b>	<b>Other Reports</b> Survey Outcomes  You will provide, in line with the timelines agreed for the development of the report, the outcomes of the pilot survey and all lessons learnt from this process to inform the development of the national biennial survey of children and young people in out-of-home care.

<b>Item E</b>	<b>NOTICES</b>
<b>Our contact details and address for notices</b>	
<b>Name or Position</b>	<b>Angela Hope</b> <b>Section Manager, Child Protection Policy</b>
<b>Phone</b>	[REDACTED]
<b>Email</b>	<b>Angela.hope@fahcsia.gov.au</b>
<b>Postal Address</b>	<b>PO Box 7576</b> <b>Canberra Business Centre, ACT 2610</b>
<b>Facsimile</b>	<b>02 6293 3132</b>
<b>Your contact details and address for notices</b>	
<b>Name or Position</b>	<b>Helen Pappas</b> <b>Director, Care and Protection Services</b>
<b>Phone</b>	[REDACTED]
<b>Email</b>	<b>helen.pappas@act.gov.au</b>

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**MEMORANDUM OF UNDERSTANDING Letter of Offer (MOU) - SCHEDULE**

<b>Postal Address</b>	<b>GPO Box 158 Canberra City ACT 2601</b>
<b>Facsimile</b>	<b>02 6207 1428</b>

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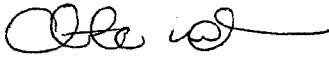
MEMORANDUM OF UNDERSTANDING Letter of Offer (MOU) - SCHEDULE

**Signatories to this Memorandum of Understanding**

**Parties** Commonwealth of Australia, as represented by and acting through The Department of Families, Housing, Community Services and Indigenous Affairs ABN 36 342 015 855, Tuggeranong Office Park, Soward Way (Cnr Athllon Drive), Greenway ACT 2900 ("us", "we" or "our")  
  
Community Services Directorate ABN 26471407289 of 11 Moore Street, Canberra City, ACT 2601 ("you" or "your")

Executed by the Parties on the date the last party signs, which is

..... 3<sup>rd</sup> Day of ..... May ..... Year 2013



(Signature of ~~Departmental~~ Representative) 24.4.13  
non-FaHCSIA

CHRISTINE NOWLAN

(Name of ~~Departmental~~ Representative)  
non-FaHCSIA



(Signature of Witness) 24.4.13

Janet Louise Plater

(Name of Witness in full)

Executive Director, Office for Children, Youth and Family Support

(Position of ~~Departmental~~ Representative)  
non-FaHCSIA



(Signature of non-FaHCSIA MOU party representative) 3.5.13  
HB

HELEN BEDFORD

(Name of non-FaHCSIA party representative) 3.5.13  
HB



(Signature of Witness) ...../...../.....

LINDA McLEAN

(Name of Witness in full)

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