

BUILDING FAMILY OPPORTUNITIES FUNDING DEED

BETWEEN

MINISTER FOR EMPLOYMENT, HIGHER EDUCATION AND SKILLS

(Minister)

-AND-

UNITINGCARE WESLEY PORT ADELAIDE INC (A39512)

(Grantee)

This document is a DRAFT provided only for the purposes of furthering negotiations between the parties. No party will be legally bound unless and until this document is executed by the parties and any actions taken in anticipation of such formal execution is at the risk of the person taking them.

This draft document was prepared for a specific transaction. Do not use this document for any transaction other than the one for which it was prepared. Do not use this draft document to prepare an execution copy. Any such use without legal advice may be inappropriate and have unintended legal consequences. If, contrary to this advice, the document or part of it is used for another transaction, you must not represent or claim that it is a document of the Crown Solicitor's Office.

CROWN SOLICITOR

Level 9, 45 Pirie Street, Adelaide SA 5000

DRAFT

TABLE OF CONTENTS

1.	DEFINITIONS	1
2.	INTERPRETATION	3
3.	TERM OF THE DEED.....	3
4.	FUNDS	4
5.	GST	4
6.	REPRESENTATIONS BY THE GRANTEE	4
7.	OBLIGATIONS OF THE GRANTEE.....	5
8.	GRANTEE’S PERSONNEL.....	6
9.	FINANCIAL INFORMATION, ACCESS TO RECORDS AND AUDIT	7
10.	CERTIFICATION OF FINANCIAL ACQUITTAL	7
11.	DISQUALIFYING EVENTS.....	8
12.	TERMINATION BY THE MINISTER	9
13.	REPAYMENT OF FUNDS	9
14.	SUBCONTRACTING.....	9
15.	INTELLECTUAL PROPERTY	10
16.	INSURANCE	10
17.	INDEMNITY	11
18.	CONFIDENTIAL INFORMATION	11
19.	PERSONAL INFORMATION.....	12
20.	PUBLICITY AND MARKETING.....	12
21.	COSTS	12
22.	DISCLOSURE OF DEED.....	13
23.	AUDITOR-GENERAL	13
24.	DISPUTE RESOLUTION	13
25.	GENERAL	13
26.	REPRESENTATIVES AND NOTICES.....	14

SCHEDULE 1**GENERAL****SCHEDULE 2****SERVICES**

ANNEXURE A

CERTIFICATION OF FINANCIAL ACQUITTAL

ANNEXURE B

REFERENCE INFORMATION - AVETMISS

DRAFT

AGREEMENT dated _____ day of _____

PARTIES:

MINISTER FOR EMPLOYMENT, HIGHER EDUCATION AND SKILLS of Level 4, 11 Waymouth Street, Adelaide SA 5000 (**Minister**)

AND

UNITINGCARE WESLEY PORT ADELAIDE INC (A39512) of 70 Dale Street, Port Adelaide SA 5015 (**Grantee**)

BACKGROUND:

- A. The South Australian Government has developed the *Building Family Opportunities Program* to focus on long-term jobless families with children and dependents who are aged 24 years or less. The Program aims to break the cycle of intergenerational joblessness by providing Jobless Families with the necessary assistance to gain sustainable employment in a decent job.
- B. The Minister is providing funding to the Grantee for the purposes of increasing the social and economic participation of long term Jobless Families in Playford being the Local Government Area through securing sustainable employment in a decent job for one or more family members, increasing the engagement of jobless adults and their dependents aged 24 years or less in learning, training and/or skills development, and improving the responsiveness of systems and services in order to meet the workforce participation needs of members of Jobless Families.
- C. The Minister has agreed to provide the Funds and the Grantee has agreed to use the Funds for the Purpose and in accordance with the terms and conditions set out in this Deed.

IT IS AGREED:

1. DEFINITIONS

In this Deed unless the context otherwise requires:

- 1.1 **AVETMISS** means the Australian Vocational Education and Training Management Information Statistical Standard and is more particularly described in Annexure B;
- 1.2 **Commencement Date** means the date set out in Item 2 of Schedule 1;
- 1.3 **Confidential Information** means information that:
 - 1.3.1 is by its nature confidential or by the circumstances in which it is disclosed is confidential;

1.3.2 is designated by the disclosing party as confidential or identified in terms implying its confidentiality,

but does not include information contained in this Deed itself or information which is or becomes public knowledge other than by breach of this Deed or by any other unlawful means;

- 1.4 **Disqualifying Event** means those events specified in clause 11;
- 1.5 **Expiry Date** means the date set out in Item 2 of Schedule 1;
- 1.6 **Funds** means the amount specified in Item 1 of Schedule 1;
- 1.7 **Grantee's Personnel** means any employees, agents or approved sub-contractors of the Grantee who are engaged in the delivery of the Purpose or the performance of the Grantee's obligations under this Deed;
- 1.8 **Intellectual Property Rights** includes all proprietary rights in relation to information including copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how) and circuit layouts and all proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
- 1.9 **Insolvency Event** means:
- 1.9.1 an administrator is appointed to the Grantee or action is taken to make such appointment;
 - 1.9.2 the Grantee resolves to be wound up;
 - 1.9.3 an application is made to a court for an order or a court order is made that the Grantee be wound up (whether on the ground of insolvency or otherwise);
 - 1.9.4 the Grantee ceases to carry on business;
 - 1.9.5 a receiver or manager is appointed to the Grantee;
 - 1.9.6 a liquidator or provisional liquidator of the Grantee is appointed;
 - 1.9.7 the Grantee enters into an arrangement with its creditors; or
 - 1.9.8 the Grantee is unable to pay its debts when they are due;
- 1.10 **Local Government Area or LGA** means the Local Government Area of Playford in the State of South Australia;
- 1.11 **Personal Information** means information or an opinion (including information or an opinion forming part of a database) whether true or not relating to an individual whose identity is apparent or can be reasonably ascertained from the information or the opinion;
- 1.12 **Program** means the Building Family Opportunity Program of the South Australian Government;
- 1.13 **Program Completion Date** means the date set out in Item 2 of Schedule 1;
- 1.14 **Purpose** means that purpose specified in Item 3 of Schedule 1;
- 1.15 **Representative** means for each party the individual named in Item 6 of Schedule 1 who are authorised to give and receive notices under this Deed and otherwise represent the respective party;

- 1.16 **Services** means the services to be provided by the Grantee including the key performance indicators to be achieved as set out in Schedule 2; and
- 1.17 **Term** has the meaning set out in clause 3.

2. **INTERPRETATION**

In this Deed unless the context otherwise requires:

- 2.1 words denoting the singular number and plural number include the plural number and single number respectively;
- 2.2 words denoting any gender will include all genders;
- 2.3 headings are for convenience only and will not effect interpretation;
- 2.4 words denoting individuals will include corporations and vice versa;
- 2.5 reference to a clause or schedule is a reference to a clause or schedule to this Deed;
- 2.6 the parties acknowledge that the Background is true and correct in every particular and that the Background will form part of this Deed;
- 2.7 a reference to dollars is a reference to Australian dollars;
- 2.8 a reference to legislation includes legislation repealing, replacing or amending that legislation;
- 2.9 an agreement undertaking representation or warranty on the part of or in favour of two (2) or more persons or entities binds or is for the benefit of them jointly and severally;
- 2.10 nothing in this Deed is to be interpreted against a party solely on the basis the party put forward this Deed or any part of it;
- 2.11 this Deed comprises:
- 2.11.1 the Deed (excluding the Schedules and Annexures attached to it),
 - 2.11.2 the Schedules, and
 - 2.11.3 the Annexures,
- and in resolving any inconsistencies will have priority in that order; and
- 2.12 for the avoidance of doubt, the date of this Deed is the date of execution of this Deed by the last of the parties.

3. **TERM OF THE DEED**

- 3.1 This Deed will start on the Commencement Date.
- 3.2 The Grantee will deliver the Program from the Commencement Date up to the Program Completion Date unless terminated earlier in accordance with this Deed or by operation of law.
- 3.3 The Deed will end of the Expiry Date unless terminated earlier in accordance with this Deed or by operation of law.

4. FUNDS

- 4.1 The Minister agrees to provide the Funds to the Grantee for the Purpose and the Minister will pay the Funds to the Grantee at the times and in the manner specified in Item 4 of Schedule 1.
- 4.2 The Minister is not required to make a payment of the Funds to the Grantee unless the Grantee has satisfied the respective payment conditions as set out in Item 4 of Schedule 1.
- 4.3 Any interest earned on the Funds by the Grantee must be expended for the Purpose.
- 4.4 No provision in this Deed will be construed as creating any obligation, commitment or undertaking by the Minister to provide additional or further funding or assistance beyond that expressly provided for in this Deed.
- 4.5 Any unexpended Funds at the end of the Term must be returned to the Minister via cheque within thirty (30) days of the expiration or earlier termination of this Deed unless written approval is given by the Minister for any such monies to be retained by the Grantee and in the event the Minister approves the retention of unexpended funds the Minister may place conditions on the Grantee's use of such funds.

5. GST

- 5.1 The parties acknowledge that compliance with the obligations or the grant of rights under this Deed by the Grantee is a taxable supply as defined in the GST Law and the Grantee will be liable to pay GST on the taxable supply.
- 5.2 For each taxable supply by the Grantee under this Deed, in addition to the Funds the Minister will pay an amount calculated by multiplying the Funds by the rate at which GST is levied at the time of this Deed (**GST Payment**).
- 5.3 If the Funds are payable in instalments, the GST Payment will be payable in proportionate instalments.
- 5.4 The Minister is not liable to pay the GST Payment or any instalment of the GST Payment unless the Grantee has delivered to the Minister a valid tax invoice under GST Law that is referable to the instalment of the Funds and associated GST Payment.
- 5.5 For the purpose of this clause 5, GST Law has the meaning attributed to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

6. REPRESENTATIONS BY THE GRANTEE

- 6.1 The Grantee represents and warrants to the Minister the following:
- 6.1.1 the execution, delivery and performance by the Grantee of this Deed is within the powers of the Grantee and is valid and enforceable and the Grantee has been duly authorised, and does not and will not contravene or result in any breach of any law or contractual arrangement or deed by which the Grantee or any of its assets are bound;
- 6.1.2 all authorisations, approvals, consents, licences, exemptions and other requirements with respect to the Grantee of governmental,

judicial and public bodies and authorities required in connection with the performance by the Grantee of this Deed have been obtained or effected and there has been no default by the Grantee in the performance of any of these terms and conditions;

- 6.1.3 there is no contract of any nature in existence between the Minister and any other person employed or engaged by the Grantee for the purposes of this Deed;
- 6.1.4 there are no material facts known to the Grantee relating to the condition of the Grantee's financial situation which could or might affect the willingness of the Minister to enter into a deed with the Grantee in terms similar to the terms of this Deed which have not been disclosed to the Minister;
- 6.1.5 the Grantee acknowledges that prior to entering this Deed it has made such enquiries and examined such information as it considers necessary to satisfy itself:
- (a) as to the nature, scope, extent and degree of difficulty of Services to be performed by it for the Purpose pursuant to this Deed;
 - (b) as to its ability to complete and undertake the Purpose to a high professional standard and within the time specified in this Deed; and
 - (c) as to the availability of suitably qualified and experienced personnel and all other facilities and information which are required to provide the Purpose.
- 6.2 The Grantee warrants that to the best of its knowledge and belief after making diligent inquiry, no conflict of interest exists or is likely to arise in the performance of its obligations under this Deed, by itself or by any of its employees, agents or volunteers.
- 6.3 If, during the Term, a conflict of interest arises or appears likely to arise, the Grantee undertakes to immediately notify the Minister in writing and to take such steps as the Minister may reasonably require to resolve or otherwise deal with the conflict and if the Grantee fails to notify the Minister in writing, or is unable or unwilling to resolve or deal with the conflict as required, the Minister may terminate this Deed in accordance with clause 12.
- 6.4 Each of the above representations and warranties will survive the execution of this Deed and the provision of the Funds and will be correct and complied with in all material respects on the date(s) on which the Funds are provided to the Grantee in accordance with this Deed.
- 6.5 The Grantee hereby indemnifies the Minister against all losses, liabilities, costs, claims, charges, expenses, actions or demands which it may incur or which may be made against it as a result of, or in relation to, or in connection with any misrepresentation by the Grantee or any breach of the representations and warranties made by the Grantee.

7. OBLIGATIONS OF THE GRANTEE

- 7.1 The Grantee agrees with the Minister that the Grantee will:
- 7.1.1 only use the Funds for the Purpose;

- 7.1.2 comply with legislation, the constitution, deed or rules that govern the operations of Grantee and all conditions attaching to this Deed;
 - 7.1.3 provide timely advice to the Minister of any significant changes to the nature or scope of the activities and operations of the Grantee;
 - 7.1.4 comply with all reporting requirements under this Deed including as set out in Item 5 of Schedule 1 and in Schedule 2;
 - 7.1.5 within fourteen (14) days of the receipt of a written request from the Minister, provide such information and particulars as the Minister reasonably requires to establish that the Funds have been expended in accordance with this Deed or that a Disqualifying Event has not occurred;
 - 7.1.6 give the Minister notice in writing immediately on becoming aware of the occurrence of any Disqualifying Event or other event which, with the giving of notice or lapse of time or on the Minister making the relevant determination would constitute a Disqualifying Event;
 - 7.1.7 comply with all applicable laws (federal, state and local) including but not limited to the *Children's Protection Act 1993* (SA) in the course of performing this Deed; and
 - 7.1.8 otherwise comply with all the terms and conditions of this Deed.
- 7.2 The Grantee agrees and acknowledges that where the Funds are used to purchase vocational education and training in accordance with the delivery of the Services:
- 7.2.1 all reporting on that training will be reported using the AVETMISS reporting system; and
 - 7.2.2 the Grantee must be able to demonstrate that it has undertaken processes to encourage the uptake of and to streamline the delivery of recognition of prior learning.
- 7.3 The Grantee agrees and acknowledges that where reasonably requested from the Minister, the Grantee will provide such information and particulars that the Minister reasonably requires that relates to the Program.

8. GRANTEE'S PERSONNEL

- 8.1 The Grantee will ensure the Grantee's Personnel are aware of and comply with this Deed and are sufficiently qualified, skilled and experienced to deliver the Purpose under this Deed.
- 8.2 The Minister may require the Grantee to withdraw any member of the Grantee's Personnel engaged in the delivery of the Purpose by:
 - 8.2.1 providing the Grantee with notice in writing in which case the Grantee must immediately comply with such notice and replace the Personnel member with a person acceptable to the Minister; and
 - 8.2.2 providing in the notice, the Minister's reasons for requiring the withdrawal of the member of the Grantee's Personnel.
- 8.3 The Grantee acknowledges and agrees that the Grantee is liable for all remuneration, claims and other entitlements payable to the Grantee's Personnel.

9. FINANCIAL INFORMATION, ACCESS TO RECORDS AND AUDIT

- 9.1 The Grantee must provide to the Minister appropriate and regular information, records and reports as the Minister may request from time to time including but not limited to:
- 9.1.1 providing regular progress reports on the Purpose including any change to the authorised scope of the Purpose;
 - 9.1.2 provide regular reporting with appropriate evidence in support about the application of the Funds by the Grantee;
 - 9.1.3 where requested by the Minister, management accounts, annual reports, financial statements and any other information or documents relevant to the operations of the Grantee;
- 9.2 The Grantee must prepare financial statements at the end of each financial year during the Term as well as at the end of the Term. The financial statements must be prepared in accordance with Australian Accounting Standards, signed by the an appropriate senior office holder of the Recipient and submitted to the Minister
- 9.3 Where the Funds paid to the Grantee under this Deed are in excess of \$1 million (GST exclusive) over the Term of this Deed, the Grantee must prepare its financial statements in the nature of a General Purpose Financial Statement.
- 9.4 The information provided by the Grantee must be sufficient for the Minister to make an informed assessment of:
- 9.4.1 the ongoing financial position of the Grantee and its resources and expertise in relation to the Purpose;
 - 9.4.2 the compliance by the Grantee with the conditions of this Deed; and
 - 9.4.3 the overall effectiveness of the Funds throughout the Term.
- 9.5 The Grantee must permit any officer nominated by the Minister:
- 9.5.1 to enter the premises of the Grantee to have access to all accounting records, equipment, documents and information in possession of the Grantee; and
 - 9.5.2 to interview employees, agents, contractors of the Grantee and on matters pertaining to the operations of the Grantee.
- 9.6 The Grantee acknowledges and agrees that the Minister may direct that the Grantee financial accounts be audited and that the Minister may also specify the minimum qualifications to be held by a person appointed to conduct such an audit and the Grantee agrees to cooperate fully in the conduct of such an audit.
- 9.7 The Grantee will identify the receipt and expenditure of the Funds separately within the Grantee's accounting records so that at all times the Funds are identifiable and ascertainable.

10. CERTIFICATION OF FINANCIAL ACQUITTAL

- 10.1 The financial statements required under clause 9, which the Grantee will submit to the Minister by such dates as set out in Item 5 of Schedule 1, must

include details of any unexpended Funds and any interest earned by the Grantee on the Funds.

10.2 The Grantee will:

10.2.1 at its expense arrange for the financial statements to be independently audited by a qualified auditor; and

10.2.2 submit to the Minister the Certification of Financial Acquittal as set out in Annexure A.

10.3 For the purposes of this clause, a qualified auditor is a person who:

10.3.1 is a registered company auditor under the *Corporations Act 2001* (Cth) or a Certified Practising Accountant or a member of the Institute of Public Accountants or a member of the Institute of Chartered Accountants; and

10.3.2 is not an officer, employee, subcontractor or agent of the Grantee.

10.4 The Grantee must:

10.4.1 state whether the Grantee has achieved full acquittal of the total amount of Funds paid under the Deed to date;

10.4.2 be supported by an audited statement of receipts and expenditure for the relevant period; and

10.4.3 state how the Funds were expended for the Purpose.

11. **DISQUALIFYING EVENTS**

11.1 For the purposes of this Deed, the following are Disqualifying Events:

11.1.1 the Grantee applies part or all of the Funds other than for the Purpose; and

11.1.2 the Grantee ceases the implementation of the Purpose;

11.1.3 any representation, warranty or omission made by the Grantee in connection with this Deed or any statement or report provided under this Deed is found at any time to have been incorrect, inaccurate, misleading or deceptive in any material respect;

11.1.4 the Grantee fails to comply with the insurance requirements set out in clause 16;

11.1.5 the Grantee becomes subject to any form of Insolvency Event; or

11.1.6 the Grantee is in default of any other provision of this Deed and the Grantee fails to remedy the default within fourteen (14) days of being notified in writing by the Minister specifying the default and requiring the Grantee to remedy such default.

11.2 The Grantee will give the Minister notice in writing immediately on becoming aware of the occurrence of any Disqualifying Event or other event which, with the giving of notice or lapse of time or on the Minister making the relevant determination would constitute a Disqualifying Event.

11.3 The Grantee will provide such information and particulars as the Minister reasonably requires to establish that a Disqualifying Event has not occurred, within ten (10) working days of the receipt of a written request from the Minister.

12. TERMINATION BY THE MINISTER

- 12.1 On the occurrence of any one or more of the Disqualifying Events, the Minister may give notice in writing to the Grantee terminating this Deed without prejudice to the rights, liabilities and obligations of either party accruing prior to such termination. In this notice the Minister will specify the Disqualifying Event and the date of termination (**Termination Date**).
- 12.2 The Minister's obligations will cease on the Termination Date and the Minister may require the Grantee to repay either the whole or a portion of the Funds (whether expended or not).
- 12.3 Within thirty (30) days of the Termination Date, the Grantee must provide to the Minister:
- 12.3.1 any outstanding reports and information as required under this Deed; and
 - 12.3.2 a cheque for the Funds or any portion of the Funds which have not been expended for the Purpose by the Recipient in accordance with this Deed.

13. REPAYMENT OF FUNDS

- 13.1 In addition to any rights arising under this Deed, where the Minister is satisfied that the Grantee has failed to comply with this Deed the Minister may:
- 13.1.1 require the Grantee to repay either the whole or a portion of the Funds (whether expended or not);
 - 13.1.2 withhold all future funding from the Grantee whether such funding is in accordance with this Deed or other; or
 - 13.1.3 pursue any legal rights or remedies which may be available to the Minister.
- 13.2 The Minister may review any decision made pursuant to this clause if the Grantee is able to satisfy the Minister that the Grantee has complied with the conditions of this Deed.
- 13.3 The Minister may by notice in writing to the Recipient require repayment of the Funds within such time as is specified in the notice

14. SUBCONTRACTING

- 14.1 If the Grantee wishes to engage a sub-contractor to deliver the Purpose:
- 14.1.1 the Grantee must obtain the prior written approval of the Minister (such approval may be granted or withheld in the Minister's absolute discretion) to appoint a sub-contractor and the Grantee must provide such information as the Minister requires about the proposed sub-contracting arrangement including but not limited to the name of the proposed sub-contractor and the tasks that the Grantee proposed that it perform;
 - 14.1.2 if the Minister grants its approval then the approval may be given on such conditions as the Minister reasonably considers appropriate;

- 14.1.3 in the absence of the Minister's approval the Grantee must not engage the proposed sub-contractor;
 - 14.1.4 the Grantee must ensure that the proposed sub-contractor is competent and professional with experience and qualifications as appropriate to the tasks the sub-contractor will perform under this Deed; and
 - 14.1.5 where approval to engage a sub-contractor is granted by the Minister, the Grantee will enter into a written agreement with the sub-contractor requiring that the sub-contractor comply with the obligations of the Grantee pursuant to this Deed and, if requested by the Minister, the Grantee will provide a copy of such written agreement to the Minister.
- 14.2 Nothing in this Deed relieves the Grantee from its liabilities or obligations under this Deed and to implement the Purpose in accordance with this Deed.

15. INTELLECTUAL PROPERTY

- 15.1 For the purposes of this clause:
- 15.1.1 **Material** includes documents, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same; and
 - 15.1.2 **Reports** means Material that is provided to the Minister for reporting purposes on matters including the use of the Funds (whether or not any required conditions or key performance indicators have been achieved), progress reports and evaluations of the Purpose or obligations of this Deed as stipulated in the Deed.
- 15.2 The Parties acknowledge and agree that any Intellectual Property Rights, including Intellectual Property Rights in any Material and in Reports created directly or indirectly using the Funds, will vest on its creation in the Minister.
- 15.3 In developing all things in the course of implementing the Purpose in accordance with this Deed the Grantee will:
- 15.3.1 disclose all Intellectual Property Rights arising out of or in connection with the performance of the Deed to the Minister;
 - 15.3.2 take all necessary steps to vest the Intellectual Property Rights in all things produced by the Grantee in the course of performing the Deed in the Minister;
 - 15.3.3 ensure that it does not infringe the Intellectual Property Rights of any person; and
 - 15.3.4 keep the Minister indemnified against all costs, expenses and liabilities whatsoever arising out of and in connection with any claim that the performance of the Deed by the Grantee infringes the Intellectual Property Rights of any person.

16. INSURANCE

- 16.1 The Grantee must effect and maintain insurance policies as set out in Item 7 of Schedule 1 and, if requested by the Minister, this insurance with note the interests of the Minister.

- 16.2 When requested in writing by the Minister, the Grantee will provide proof that the policies of insurance required by this clause 16 have been effected and maintained.
- 16.3 The Minister may terminate this Deed if the Grantee does not comply with the requirements of this clause 16.
- 16.4 The Grantee acknowledges that:
- 16.4.1 the Minister in specifying levels of insurance in this Deed accepts no liability for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of those insurances in respect of how they may or may not respond to any loss, damage or liability; and
- 16.4.2 it the responsibility of the Grantee to assess and consider the risks and scope of the insurances required under this Deed.

17. **INDEMNITY**

- 17.1 The Grantee indemnifies and will keep indemnified the Minister from and against any cost, loss, expense, claim or liability of any kind howsoever suffered or incurred by the Minister in respect of any loss of life, personal injury or disability, loss or damage to property or any other loss whatsoever arising out of:
- 17.1.1 any negligence or wrongful act or omission by the Grantee, its employees, agents, or contractors in connection with or incidental to this Deed; or
- 17.1.2 any breach of this Deed by the Grantee.
- 17.2 The indemnity required under clause 17 will survive the expiration or termination of this Deed.

18. **CONFIDENTIAL INFORMATION**

- 18.1 Subject to clauses 18.2 and 18.3 a party will not, without the prior written approval of the other party, disclose the other party's Confidential Information.
- 18.2 A party will not be in breach of clause 18.1 in circumstances where it is legally compelled to disclose the other party's Confidential Information or where the disclosure is for the purpose of defending legal proceedings or otherwise required under the terms of this Deed.
- 18.3 The Grantee acknowledges that the Minister may disclose Confidential Information of the Grantee without its consent if it is a disclosure:
- 18.3.1 to Parliament, the Governor, Cabinet, any Minister of the Crown in the right of the State of South Australia or Parliamentary or Cabinet committee or subcommittee having a proper interest in this Deed; or
- 18.3.2 which it is reasonable for the Minister to make for the purposes of performing its own obligations under this Deed or monitoring the performance of the Recipient.
- 18.4 The Minister may at any time require the Grantee to give and to arrange for its officers, employees or agents engaged in the performance of the Deed to give written undertakings in a form required by the Minister, relating to the non-

disclosure of the Minister's Confidential Information and the Grantee will promptly arrange for all such undertakings to be given.

- 18.5 The obligations under this clause 18 will survive the expiration or termination of the Deed.

19. **PERSONAL INFORMATION**

- 19.1 This Deed requires the Grantee to collect, deal with, store, use and disclose, Personal Information for the purposes of this Deed.
- 19.2 It is a requirement of this Deed that the Grantee must collect, deal with, store, use and disclose Personal Information for the Purpose, and this Deed, only in accordance with this Deed and all applicable laws.
- 19.3 The Grantee acknowledges that the Information Privacy Principles apply to the Minister and that in performing its obligations under this Deed the Grantee will act in a manner that ensures the Minister is able to comply with the Information Privacy Principles.
- 19.4 If the Minister discloses Personal Information to the Grantee then the Grantee agrees to comply with the Information Privacy Principles as if it were an agency to which the Information Privacy Principles apply and the Minister may at any time at its own cost appoint a person to conduct an audit to ensure that the Grantee is complying with the Information Privacy Principles.
- 19.5 For the purposes of this clause 19 **Information Privacy Principles** means the South Australian Government Cabinet Administrative Instruction No.1 of 1989 which can be found at <http://dpc.sa.gov.au/premier-and-cabinet-circulars>.

20. **PUBLICITY AND MARKETING**

- 20.1 The parties acknowledge and agree that the Minister reserves the right to publicise the benefits accruing as a result of the provision of the Funds to the Grantee.
- 20.2 All publications, public announcements, media releases and promotion activities in connection with this Deed or the Purpose by the Grantee must comply with the branding guidelines provided by the Minister from time to time.
- 20.3 The Grantee will in all publications, promotions, public announcements and media releases associated with the Purpose, acknowledge the assistance of the Minister and include the logo of the South Australian Government and are subject to the prior written approval of the Minister.

21. **COSTS**

- 21.1 Each party will pay its own costs incurred in and incidental to the negotiation, preparation and execution of this Deed.
- 21.2 Unless otherwise provided for in this Deed, the Grantee is responsible for all costs incurred in the performance of its obligations under this Deed.

22. DISCLOSURE OF DEED

22.1 The Minister may disclose this Deed and/or information in relation to this Deed in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.

22.2 Nothing in this clause derogates from the:

22.2.1 obligations of the Grantee under any other provision of this Deed; or

22.2.2 provisions of the *Freedom of Information Act 1991* (SA).

23. AUDITOR-GENERAL

Nothing in this Deed derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (SA).

24. DISPUTE RESOLUTION

24.1 Where a party is of the view that a dispute exists in connection with this Deed it may serve a written notice on the other party detailing the nature of the alleged dispute.

24.2 Where a notice is served in accordance with this clause 24, a senior officer of each party must meet (including by way of telephone conference) at the earliest mutually convenient time and use reasonable endeavours to attempt to reach a satisfactory resolution to the dispute.

24.3 Where the parties reach a satisfactory resolution, the resolution will be recorded in writing and the parties will be bound to this resolution on execution of the appropriate documentation prepared for this purpose.

24.4 If the senior officers of each party are unable to reach agreement on a resolution to the dispute in a reasonable time in accordance with this clause 24, the parties may take such other action available to them under this Deed or at law.

24.5 Notwithstanding the existence of a dispute, each party must continue to perform its obligations under this Deed.

25. GENERAL

25.1 Relationship

25.1.1 Nothing in this Deed should be construed to create any fiduciary relationship between the parties or any relationship of employer and employee, principal and agent or partnership between the Minister and the Grantee or the Grantee's Personnel.

25.1.2 The parties will not be or deemed to be in any partnership or joint venture and no party will hold itself as being in any way a partner or joint venture of the other, and no party will pledge the credit or warrant the authority of the other party or as having any power or authority to bind or represent the other party in any manner whatsoever except with the prior written approval of the other party.

25.2 Waiver

- 25.2.1 A waiver of any provision of this Deed must be in writing and fully signed by the Parties.
- 25.2.2 No waiver by one party of one breach of a term or condition contained in this Deed shall operate as a waiver of another breach of the same or of any other term or condition contained in this Deed.
- 25.2.3 No forbearance, delay or indulgence by either party in enforcing the provisions of this Deed shall prejudice or restrict the rights of that party.

25.3 Severance

If any provision or part of a provisions of this Deed is invalid or unenforceable in any jurisdiction such provision or part of it will be deemed to be deleted from this Deed and the validity and enforceability of all other provisions of this Deed will be in no way effected.

25.4 Entire Deed and Modifications

- 25.4.1 This Deed contains the entire agreement between the parties in respect of the matters dealt with in this Deed and supersedes any prior agreement, understanding, negotiation or representations by the parties in respect of the matters dealt with in this Deed.
- 25.4.2 Any addition or modification of this Deed must be in writing and signed by each party.

25.5 Governing Law

This Deed is governed by and construed in accordance with the laws for the time being in force in the State of South Australia and the parties agree to submit to the jurisdiction of the courts of that State.

25.6 Assignment

The Grantee must not assign or otherwise transfer any of its rights or obligations under this Deed, either in whole or in part, without the prior written consent of the Minister (which may be given or withheld in the Minister's absolute discretion).

25.7 Counterparts

This Deed may be executed in any number of counterparts each of which is taken to be an original and all of those counterparts taken together constitute one instrument.

26. REPRESENTATIVES AND NOTICES

- 26.1 The parties agree and acknowledge that any act, matter or thing, including any demand or communication which is required to be performed, given or done or is permitted to be performed, given or done by the parties may be performed, given or done by each of the party's Representatives
- 26.2 Any notice to be given or made pursuant to the provisions of this Deed must be in writing and signed by the Representative a duly authorised person on behalf of the party giving the notice.

- 26.3 Notice may be served by personal delivery, mail or email to the addresses and numbers specified in Item 6 of Schedule 1.
- 26.4 All such notices and communication will be effective and be deemed to have been received in the following circumstances:
 - 26.4.1 if delivered personally, on delivery;
 - 26.4.2 if sent by mail, two (2) business days after posting; and
 - 26.4.3 if sent by email, at the time of receipt in accordance with the *Electronic Transactions Act 2000 (SA)* if received before 5pm on a business day otherwise on the next business day.
- 26.5 A party may change its Representative or its address for notices under this Deed by providing written notice to the other party.

EXECUTED AS A DEED

SIGNED for and on behalf of the **MINISTER**)
FOR EMPLOYMENT, HIGHER EDUCATION)
AND SKILLS by its duly authorised delegate)
 in the presence of:)

.....
Delegate Signature

.....
Print Name and Job Title

.....
Witness (signature)

.....
Print Name

Date:.....

EXECUTED by **UNITINGCARE WESLEY**)
PORT ADELAIDE INC (A39512) in)
 accordance with its Rules and the)
Associations Incorporations Act 1985 (SA) by:)

.....
Authorised Signatory

.....
Authorised Signatory

.....
Print Name and Job Title

.....
Print Name and Job Title

Date

DRAFT

SCHEDULE 1**GENERAL****Item 1 FUNDS**

TWO MILLION DOLLARS (\$2,000,000) (exclusive of GST) payable in the manner specified in Item 4 below.

Item 2 TERM**2.1 Commencement Date**

The later of:

- (a) the date this Deed is executed by the last party; or
- (b) 6 January 2014

2.2 Program Completion Date

31 December 2016

2.3 Expiry Date

The earlier of:

- (a) the date that the Grantee has satisfied all of its obligations under this deed to the reasonable satisfaction of the Minister; or
- (b) one (1) months after the Program Completion Date.

Item 3 PURPOSE

The Grantee will use the Funds to deliver the Program in Playford being the Local Government Area by providing the Services more particularly described in Schedule 2.

Item 4 PAYMENT OF FUNDS

The Funds will be paid in the 'Instalments' by the Minister to the Grantee where the Grantee has delivered the Purposes in accordance with this Agreement up to the Instalment and on the satisfactory achievement of the 'Payment Conditions' as follows:

Instalment	Amount	Payment Conditions
1 st Instalment	\$300,000	<p>Execution of this Funding Deed.</p> <p>The Grantee must provide to the Minister:</p> <ul style="list-style-type: none"> – Evidence of establishment of multi-disciplinary team by 31 January 2014 – Evidence ready/able to take referrals (as per schedule 2) by 1 March 2014

Instalment	Amount	Payment Conditions
2 nd Instalment	\$175,000	<p>The Grantee has satisfied all requirements of this Deed including:</p> <ul style="list-style-type: none"> • the delivery of the Services required to date, • satisfactory completion of all Reporting obligations as set out in Item 5 of Schedule 1 for the period 'Commencement Date to 31 March 2014' and for the period '1 April 2014 to 30 June 2014', and • confirmation of total case load at minimum of 60 families by 30 June 2014 (via reports provided as per Item 5 of Schedule 1)
3 rd Instalment	\$175,000	<p>The Grantee has satisfied all requirements of this Deed including:</p> <ul style="list-style-type: none"> • the delivery of the Services required to date, • satisfactory completion of all Reporting obligations as set out in Item 5 of Schedule 1 for the period '1 July 2014 to 30 September 2014', and • confirmation of total case load at minimum of 90 families by 30 June 2014 (via reports provided as per Item 5 of Schedule 1)
4 th Instalment	\$175,000	<p>The Grantee has satisfied all requirements of this Deed including:</p> <ul style="list-style-type: none"> • the delivery of the Services required to date, • satisfactory completion of all Reporting obligations as set out in Item 5 of Schedule 1 for the period '1 October 2014 to 31 December 2014', and • confirmation of total case load at minimum of 117 families by 31 December 2014 (via reports provided as per Item 5 of Schedule 1)
5 th Instalment	\$175,000	<p>The Grantee has satisfied all requirements of this Deed including:</p> <ul style="list-style-type: none"> • the delivery of the Services • satisfactory completion of all Reporting obligations as set out in Item 5 of Schedule 1 for the period '1 January 2015 to 31 March 2015', and • confirmation of total case load at minimum of 117 families by 31 March 2015 (via reports provided as per Item 5 of Schedule 1)
6 th Instalment	\$175,000	<p>The Grantee has satisfied all requirements of this Deed including:</p> <ul style="list-style-type: none"> • the delivery of the Services required to date, • satisfactory completion of all Reporting obligations as set out in Item 5 of Schedule 1 for the period '1 April 2015 to 30 June 2015', and • confirmation of total case load at minimum of 117 families by 30 June 2015 (via reports provided as per Item 5 of Schedule 1)

Instalment	Amount	Payment Conditions
7 th Instalment	\$175,000	<p>The Grantee has satisfied all requirements of this Deed including:</p> <ul style="list-style-type: none"> • the delivery of the Services required to date, • satisfactory completion of all Reporting obligations as set out in Item 5 of Schedule 1 for the period '1 July 2015 to 30 September 2015', and • confirmation of total case load at minimum of 117 families by 30 September 2015 (via reports provided as per Item 5 of Schedule 1)
8 th Instalment	\$175,000	<p>The Grantee has satisfied all requirements of this Deed including:</p> <ul style="list-style-type: none"> • the delivery of the Services required to date, • satisfactory completion of all Reporting obligations as set out in Item 5 of Schedule 1 for the period '1 October 2015 to 31 December 2015', and • confirmation of total case load at minimum of 117 families by 31 December 2015 (via reports provided as per Item 5 of Schedule 1)
9 th Instalment	\$175,000	<p>The Grantee has satisfied all requirements of this Deed including:</p> <ul style="list-style-type: none"> • the delivery of the Services, • satisfactory completion of all Reporting obligations set out in Item 5 of Schedule 1 for the period '1 January 2016 to 31 March 2016', and • confirmation of total case load at minimum of 117 families by 31 January 2016 (via reports provided as per Item 5 of Schedule 1)
10 th Instalment	\$175,000	<p>The Grantee has satisfied all requirements of this Deed including:</p> <ul style="list-style-type: none"> • the delivery of the Services required to date, • satisfactory completion of all Reporting obligations as set out in Item 5 of Schedule 1 for the period '1 April 2016 to 30 June 2016', and • confirmation of total case load at minimum of 117 families by 30 June 2016 (via reports provided as per Item 5 of Schedule 1).
11 th Instalment	\$100,000	<p>The Grantee has satisfied all requirements of this Deed including:</p> <ul style="list-style-type: none"> • the delivery of the Services required to date, and • satisfactory completion of all Reporting obligations set out in Item 5 of Schedule 1 for the period '1 July 2016 to 30 September 2016'.
12 th Instalment	\$25,000	<p>The Grantee has satisfied all requirements of this Deed including:</p> <ul style="list-style-type: none"> • the delivery of the Services required to date, and • satisfactory completion of all Reporting obligations set out in Item 5 of Schedule 1 for the period '1 October 2016 to 31 December 2016'.

The Minister will pay the Funds by Electronic Funds Transfer (EFT) to the Grantee. The Grantee will complete such form(s) as provided the Minister to enable the Minister to make the payment of Funds by EFT.

Item 5 REPORTS

The Grantee will provide to the Minister each of the reports as set out in this Item 5 of Schedule 1 (such reports are more particularly described and defined in Schedule 2).

Commencement Date to 31 March 2014	Monthly	10th of the following month	<ul style="list-style-type: none"> – Monthly Engagement reports – for all participating families – for activities from the Commencement Date to 31 March 2014 – Monthly Family reports – for all participating families – for activities from the Commencement Date to 31 March 2014 – Monthly Service Statistics Report – for activity from the Commencement Date to 31 March 2014
	Quarterly	10 April 2014	– Quarterly Service Statistics Report – for activity from the Commencement Date to 31 March 2014
	Performance Reviews	30 April 2014	– Quarterly Performance Review for activity from the Commencement Date to 31 March 2014
	Financial	30 April 2014	– Financial expenditure report – for activity from the Commencement Date to 31 March 2014
1 April 2014 to 30 June 2014	Monthly	10th of the following month	<ul style="list-style-type: none"> – Monthly Engagement reports – for all participating families – for activities from 1 April 2014 to 30 June 2014 – Monthly Family reports – for all participating families – for activities from 1 April 2014 to 30 June 2014 – Monthly Service Statistics Report – for activity from 1 April 2014 to 30 June 2014
	Quarterly	10 July 2014	– Quarterly Service Statistics Report – for activity from 1 April 2014 to 30 June 2014
	Performance Reviews	31 July 2014	– Quarterly Performance Review for activity from 1 April 2014 to 30 June 2014
	Financial	31 July 2014	<ul style="list-style-type: none"> – Financial expenditure report – for activity from 1 April 2014 to 30 June 2014 – General Purpose Financial Statement and Certification of Financial Acquittal for the Commencement Date to 30 June 2014
1 July 2014 to 30 September 2014	Monthly	10th of the following month	<ul style="list-style-type: none"> – Monthly Engagement reports – for all participating families – for activities from 1 July 2014 to 30 September 2014 – Monthly Family reports – for all participating families – for activities from 1 July 2014 to 30 September 2014

			– Monthly Service Statistics Report – for activity from 1 July 2014 to 30 September 2014
	Quarterly	10 October 2014	– Quarterly Service Statistics Report – for activity from 1 July 2014 to 30 September 2014
	Performance Reviews	31 October 2014	– Quarterly Performance Review for activity from 1 July 2014 to 30 September 2014
	Financial	31 October 2014	– Financial expenditure report – for activity from 1 July 2014 to 30 September 2014
1 October 2014 to 31 December 2014	Monthly	10th of the following month	<ul style="list-style-type: none"> – Monthly Engagement reports – for all participating families – for activities from 1 October 2014 to 31 December 2014 – Monthly Family reports – for all participating families – for activities from 1 October 2014 to 31 December 2014 – Monthly Service Statistics Report – for activity from 1 October 2014 to 31 December 2014
	Quarterly	10 January 2015	– Quarterly Service Statistics Report – for activity from 1 October 2014 to 31 December 2014
	Performance Reviews	31 January 2015	– Quarterly Performance Review for activity from 1 October 2014 to 31 December 2014
	Financial	31 January 2015	– Financial expenditure report – for activity from 1 October 2014 to 31 December 2014
	AVETMISS Reporting	31 January 2015	– Annual submission of data for all vocational education and training activity funded from 6 January 2014 – 31 December 2014
1 January 2015 to 31 March 2015	Monthly	10th of the following month	<ul style="list-style-type: none"> – Monthly Engagement reports – for all participating families – for activities from 1 January 2015 to 31 March 2015 – Monthly Family reports – for all participating families – for activities from 1 January 2015 to 31 March 2015 – Monthly Service Statistics Report – for activity from 1 January 2015 to 31 March 2015
	Quarterly	10 April 2015	– Quarterly Service Statistics Report – for activity from 1 January 2014 to 31 March 2014
	Performance Reviews	30 April 2015	– Quarterly Performance Review for activity from 1 January 2014 to 31 March 2014

	Financial	30 April 2015	– Financial expenditure report – for activity from 1 January 2014 to 31 March 2014
1 April 2015 to 30 June 2015	Monthly	10th of the following month	<ul style="list-style-type: none"> – Monthly Engagement reports – for all participating families – for activities from 1 April 2015 to 30 June 2015 – Monthly Family reports – for all participating families – for activities from 1 April 2015 to 30 June 2015 – Monthly Service Statistics Report – for activity from 1 April 2015 to 30 June 2015
	Quarterly	10 July 2015	– Quarterly Service Statistics Report – for activity from 1 April 2015 to 30 June 2015
	Performance Reviews	31 July 2015	– Quarterly Performance Review for activity from 1 April 2015 to 30 June 2015
	Financial	31 July 2015	<ul style="list-style-type: none"> – Financial expenditure report – for activity from 1 April 2015 to 30 June 2015 – General Purpose Financial Statement and Certification of Financial Acquittal for 1 July 2014 to 30 June 2015
1 July 2015 to 30 September 2015	Monthly	10th of the following month	<ul style="list-style-type: none"> – Monthly Engagement reports – for all participating families – for activities from 1 July 2015 to 30 September 2015 – Monthly Family reports – for all participating families – for activities from 1 July 2015 to 30 September 2015 – Monthly Service Statistics Report – for activity from 1 July 2015 to 30 September 2015
	Quarterly	10 October 2015	– Quarterly Service Statistics Report – for activity from 1 July 2015 to 30 September 2015
	Performance Reviews	31 October 2015	– Quarterly Performance Review for activity from 1 July 2015 to 30 September 2015
	Financial	31 October 2015	– Financial expenditure report – for activity from 1 July 2015 to 30 September 2015
1 October 2015 to 31 December 2015	Monthly	10th of the following month	<ul style="list-style-type: none"> – Monthly Engagement reports – for all participating families – for activities from 1 October 2015 to 31 December 2015 – Monthly Family reports – for all participating families – for activities from 1 October 2015 to 31 December 2015 – Monthly Service Statistics Report – for activity from 1 October 2015 to 31 December 2015

	Quarterly	10 January 2016	– Quarterly Service Statistics Report – for activity from 1 October 2015 to 31 December 2015
	Performance Reviews	31 January 2016	– Quarterly Performance Review for activity from 1 October 2015 to 31 December 2015
	Financial	31 January 2016	– Financial expenditure report – for activity from 1 October 2015 to 31 December 2015
	AVETMISS Reporting	31 January 2016	– Annual submission of data for all vocational education and training activity funded from 6 January 2015 – 31 December 2015
1 January 2016 to 31 March 2016	Monthly	10th of the following month	<ul style="list-style-type: none"> – Monthly Engagement reports – for all participating families – for activities from 1 January 2016 to 31 March 2016 – Monthly Family reports – for all participating families – for activities from 1 January 2016 to 31 March 2016 – Monthly Service Statistics Report – for activity from 1 January 2016 to 31 March 2016
	Quarterly	10 April 2016	– Quarterly Service Statistics Report – for activity from 1 January 2016 to 31 March 2016
	Performance Reviews	30 April 2016	– Quarterly Performance Review for activity from 1 January 2016 to 31 March 2016
	Financial	30 April 2016	– Financial expenditure report – for activity from 1 January 2016 to 31 March 2016
1 April 2016 to 30 June 2016	Monthly	10th of the following month	<ul style="list-style-type: none"> – Monthly Engagement reports – for all participating families – for activities from 1 April 2016 to 30 June 2016 – Monthly Family reports – for all participating families – for activities from 1 April 2016 to 30 June 2016 – Monthly Service Statistics Report – for activity from 1 April 2016 to 30 June 2016
	Quarterly	10 July 2016	– Quarterly Service Statistics Report – for activity from 1 April 2016 to 30 June 2016
	Performance Reviews	31 July 2016	– Quarterly Performance Review for activity from 1 April 2016 to 30 June 2016
	Financial	31 July 2016	<ul style="list-style-type: none"> – Financial expenditure report – for activity from 1 April 2016 to 30 June 2016 – General Purpose Financial Statement and Certification of Financial Acquittal for 1 July 2016 to 30 June 2016

1 July 2016 to 30 September 2016	Monthly	10th of the following month	<ul style="list-style-type: none"> – Monthly Engagement reports – for all participating families – for activities from 1 July 2016 to 30 September 2016 – Monthly Family reports – for all participating families – for activities from 1 July 2016 to 30 September 2016 – Monthly Service Statistics Report – for activity from 1 July 2016 to 30 September 2016
	Quarterly	10 October 2016	– Quarterly Service Statistics Report – for activity from 1 July 2016 to 30 September 2016
	Performance Reviews	31 October 2016	– Quarterly Performance Review for activity from 1 July 2016 to 30 September 2016
	Financial	31 October 2016	– Financial expenditure report – for activity from 1 July 2016 to 30 September 2016
1 October 2016 to 31 December 2016	Monthly	10th of the following month	<ul style="list-style-type: none"> – Monthly Engagement reports – for all participating families – for activities from 1 October 2016 to 31 December 2016 – Monthly Family reports – for all participating families – for activities from 1 October 2016 to 31 December 2016 – Monthly Service Statistics Report – for activity from 1 October 2016 to 31 December 2016
	Quarterly	10 January 2017	– Quarterly Service Statistics Report – for activity from 1 October 2016 to 31 December 2016
	Performance Reviews	31 January 2017	– Quarterly Performance Review for activity from 1 October 2016 to 31 December 2016
	Financial	31 January 2017	<ul style="list-style-type: none"> – Financial expenditure report during 2016/17 – for activity from 1 October 2016 to 31 December 2016 – General Purpose Financial Statement and Certification of Financial Acquittal for 1 July 2016 to the Expiry Date
	AVETMISS Reporting	31 January 2017	– Annual submission of data for all vocational education and training activity funded from 6 January 2016 – 31 December 2016

Item 6 REPRESENTATIVES AND NOTICES

Minister

Director, Participation and Equity
Department of Further Education, Employment, Science & Technology

Level 3, 11 Waymouth Street
Adelaide SA 5000

Email: DFEEST.BuildingFamilyOpportunities@sa.gov.au

Grantee

Meredith Perry, Senior Manager Community Services
Unitingcare Wesley Port Adelaide Inc

70 Dale Street
Port Adelaide SA 5015

Email: mperry@ucwpa.org.au

Item 7 INSURANCE

Public Liability Insurance
Twenty Million Dollars (\$20,000,000) for any one event

Professional Indemnity Insurance
Ten Million Dollars (\$10,000,000) for any one event

DRAFT

SCHEDULE 2

SERVICES

A minimum of 350 long-term jobless families in the LGA of Playford over 3 years are to be assisted to secure decent employment for at least one member in each family.

Over a three year funding cycle, the Program aims to provide professional and practical assistance that will enable members of jobless families to gain the confidence and skills to gain employment.

Grantee will:

- Establishing multi-disciplinary teams of workers that respond effectively to families with complex needs for the purpose of increasing the participation of long-term jobless family members in work;
- Completion of an extensive mapping of Playford LGA to identify at a minimum:
 - the local labour market profile and demographic information to determine the range of services required;
 - local employment opportunities and skill requirements;
 - local health, education, employment and therapeutic services and providers which are available to assist participants;
 - pre-employment programs and other services that will assist participants prepare for employment;
 - service or program 'gaps' that will impact on participant's participation in work.
- Establishing links with referral agencies at the local level, to enlist families to be engaged;
- Delivering an Intensive Family Case Management Service including:
 - engaging with referred families to identify the support they need to enable at least one jobseeker to gain employment;
 - through an agreed Consolidated Family Plan assisting the referred family, as a unit, to address the issues that impede jobseekers from gaining employment.
- Liaising and establishing partnerships at the local level with government health and human service providers and non-government service providers to assist family members to gain access to the services that they need to address personal and family issues that pose barriers to workforce participation
- Liaising and establishing partnerships at the local level with:
 - Job Service Australia providers to assist jobless family members to gain access to services and programs required to address barriers to employment in order to achieve the goals of their individual Employment Pathway Plans
 - local employment service providers and networks to influence the development of employment programs that balance employment demand with participant aspirations
 - education and training providers and networks to assist dependents aged 24 years or less to engage or re-engage in a suitable learning environment at an appropriate level
 - employment and training providers and networks to ensure that the support and services needed by jobless adults to participate in vocationally or professionally based learning or accredited and non-accredited training is provided
 - health, mental health and therapeutic service providers and other service providers to respond to and meet identified needs of participants.

- Establish and maintain strong working relationships with local employers, community organisations and with community mentors to respond to and meet identified needs of participants
- Assisting jobseekers gain and retain employment that is considered to be a decent job
- Working closely with the Local Governance Group and other locally based groups to assist with the local service mapping process, promote across-agency service delivery, identify potential resources, establish strategic links and to identify local program and/or service issues and solutions
- Participating in an external evaluation of the *Building Family Opportunities* Program including:
 - collection of information in accordance with this Deed and regular reporting to DFEEST
 - participating in forums and in-depth interviews conducted by independent evaluator/s as part of the Program evaluation and to contribute to related research
 - negotiating participation of families in evaluation activities undertaken by the independent evaluator/s.
 - negotiating participation of families, if appropriate, in DFEEST promotion of the Program's achievements
 - actively assisting participant's search for employment and facilitating post-placement support once in employment
- conduct regular reviews of achievement against set goals, with revised goals increasingly directed towards a decent sustainable employment outcome for at least one family member;
- identify and facilitate appropriate entry and exit points both for individual participants, and for the family;

The Grantee will:

- use assertive engagement - at a minimum should include use of outreach and mutually suitable meeting locations and may continue over the duration of involvement in the Program to connect with referred, hard to reach long-term jobless families and secure their participation;
- Provide referred families with program information in a manner that is easily understood and relevant to the family, including services available and the aims and objectives of the Program;
- Deliver intensive case management services to each family for up to 18 months, once the family is actively participating in the Program. For some participating families, services may need to be provided for longer. Active participation will be defined as having commenced once the principal jobseeker, and all members of the family unit participating in the Program have been identified and the family agrees to the development of a Consolidated Family Plan.
- Identify the principal jobseeker and other family members who will also be considered participants in the Program;
- Undertake a comprehensive strengths-based assessment covering the areas of family composition and dynamics and personal and vocational interests and barriers;
- Develop individually tailored plans with participants that set out clear goals, strategies and responsibilities;
- Formulate a mutually agreed Consolidated Family Plan that includes goals, strategies, and timeframes;
- Implement tailored Consolidated Family Plans, which include, but are not limited to:
 - negotiating and organising access to mainstream services
 - providing therapeutic interventions
 - engaging specialised services

- providing personal mentoring
- negotiating and organising placements for participants in accredited training programs
- negotiating and organising services and programs to assist participants prepare for employment
- leveraging educational support and services to assist participants to engage or re-engage with learning
- actively assisting participant's search for employment and facilitating post-placement support once in employment
- Conduct regular reviews of achievement against set goals, with revised goals increasingly directed towards a decent sustainable employment outcome for at least one family member;
- Identify and facilitate appropriate entry and exit points both for individual participants and for the family;
- Use a Goal Attainment Scale (GAS) to track individual family progress along the workforce continuum.

KEY PERFORMANCE INDICATORS

The Key Performance Indicators to be achieved by the Grantee are:

KPI 1: 70% of eligible families referred to the Program are participating in the Program within 3 months of referral.

KPI 2: 85% of eligible families referred to the Program are participating in the Program within 6 months of referral.

KPI 3: 100% of families receiving services funded through the Program have a Consolidated Family Plan developed, including an initial Goal Attainment Scale completed within 3 months of participation in the Program.

KPI 4: 70% of participant families are referred from negotiated government service agencies i.e. Housing SA, Families SA and Centrelink.

KPI 5: a minimum of 30% of families in Playford LGA are Aboriginal families.

KPI 6: a minimum of 40% of families in Playford LGA are single parent families.

KPI 7: a minimum of 30% of families in Playford LGA are couple parent families.

KPI 8: 80% of families demonstrate progress along the employment participation continuum within 6 months of receiving services funded through the Program.

KPI 9: 100% of jobseekers in participant families have their Job Services Australia Employment Pathway Plan incorporated into their Consolidated Family Plan.

KPI 10: 100% children with identified school engagement issues have an Individual Learning Plan developed, which is incorporated into the Consolidated Family Plan.

KPI 11: 100% of families have their Consolidated Family Plans, including Goal Attainment Scale reviewed within maximum period of three months interval.

KPI 12: 100% of Grantee 'Case Managers' receive the necessary training, and any required training identified in the previous reporting period, as required by this Deed.

KPI 13: a minimum of 80% of Grantee Personnel funded through Program funds participate in evaluation activities and contribute to related research.

GRANTEE RECORDS

The Grantee is responsible for collecting data in relation to its delivery of intensive family case management, such as information on participation, family demographics and services that families are accessing will be particularly important. For example, baseline data collected by the Grantee for the purpose of the evaluation will include: family demographics/family unit composition; health and wellbeing; housing; family functioning; community engagement/belonging/safety; school truancy issues; justice; child care; personal learning and development; volunteering; employment.

The Grantee will record and provide access to:

- Detailed information on models and tools developed and used;
- Detailed information collected through the initial assessment;
- Detailed case notes;
- Tracking of individual participant and family progress along the workforce continuum, using a Goal Attainment Scale. The Goal Attainment Scale (GAS) is an individualised outcome measurement tool that considers multiple individual client goals and is capable of tracking progress against goals negotiated between participants and case managers.
- Case conferencing and review notes.

The Grantee may be required to provide both quantitative and qualitative information on:

- profiles of families referred;
- timeframes from referral to initial contact and from initial contact to active engagement and trends for particular groups and family characteristics;
- outcomes for individual participants and for families as a whole, including employment, volunteering, work placement, education/training outcomes and details of other outcomes, for example:
 - for employment outcome, employment type, duration, conditions
 - for training outcomes, type of training, qualification level, results
 - for work placement outcomes, type of placement, support services such as 'job-buddies'
 - school attendance issues for children, including trends, profiles of children, and relationship to learning plans
- referrals to other services, and participant levels of engagement with other services, including mentoring arrangements
- entry and exit of participants, including destination information
- perceived benefits from participant perspectives in relation to areas such as work readiness, family dynamics, health, community involvement
- how model was delivered, e.g. level of consultation with participants, cultural sensitivities
- partnerships formed with government, non-government organisation(s), and employers that support jobless families along their pathway into employment, including protocols in place
- tools/frameworks developed and used, development of joint initiatives with other services and agencies, training and development of practitioners
- the learning from establishing and delivering the Program, particularly in relation to the need for improved service delivery to enable members of jobless families to gain employment.

FORMS AND REPORTING

The Grantee will be required to provide regular information to the Minister on outputs, outcomes and issues relating to the establishment, implementation and delivery of the Program.

The Grantee acknowledges and agrees to provide to the Minister the following:

- 'Referral Form' for when the Grantee refers a family to the Program.
- 'Initial Contact Form' for when initial contact has been made with a family. This form is due within 10 working days of the intake of each Referred Family.
- A 'Monthly Engagement Report' for each Participating Family (in accordance with Item 5 of Schedule 1).
- A 'Monthly Family Report' for each Participating Family (in accordance with Item 5 of Schedule 1).
- A 'Family Assessment Part 1' Form incorporating a Consolidated Family Plan which is due after the completion of the engagement phase of the family and on a nine-monthly basis.
- A 'Family Assessment Part 2' Form incorporating a Goal Attainment Scale which is due following the completion of a Family Assessment Part 1.
- A 'Case Closure Form' is required to be provided within five (5) business days of the Grantee intending to cease providing the Services to the Jobless Family.
- 'Monthly Service Statistics' Report (in accordance with Item 5 of Schedule 1).
- 'Quarterly Service Statistic's Report (in accordance with Item 5 of Schedule 1).
- 'Financial expenditure' report (in accordance with Item 5 of Schedule 1)
- 'Quarterly Performance Review' (in accordance with Item 5 of Schedule 1).

Information collected by the Grantee will be accessed and used by independent evaluator/s as part of the Program evaluation.

DEFINITIONS

For the purposes of this Schedule 2:

Building Family Opportunities Referral Assessment and Intake Team means the team of representatives of DFEEST and other stakeholders which determines client/family eligibility for inclusion on the Program and manage the Program referral and intake process;

Case Closure Form means the report of the Grantee's intent to cease delivering services to a Referred Family or Participating Family, reported in such form as specified by the Minister from time to time;

Consolidated Family Plan means a written plan of action developed between the family and case manager that includes objectives and tasks, and strength based goals that are specific, measurable, achievable, relevant, realistic and time limited;

DFEEST means the Department of Further Education, Employment, Science and Technology on behalf of the Minister;

Employment Pathway Plan means a employment pathway plan that has been developed by Job Services Australia;

Family Assessment Part 1 means a written record of family baseline data, to be completed after successful engagement of the Jobless Family. This assessment will be repeated every six (6) months of family participation. The reporting instrument for the Grantee to effectively record the baseline data is to be provided to the Grantee by DFEEST;

Family Assessment Part 2 means a written record of family assessment informing the “Consolidated Family Plan” for Jobless Families;

Financial expenditure report means summary of the expenditure by the Grantee under this Deed over the preceding three (3) months;

Goal Attainment Scale (GAS) means an individualised outcome measurement tool that considers multiple individual client goals and is capable of tracking progress against goals negotiated between participants and case managers. This approach will be used to document progress towards overcoming any barrier in obtaining sustainable employment, and therefore offers the opportunity to measure Program success for individuals and families against the goals they themselves set;

Initial Contact Form means the form for use when initial contact made with each family referred to Grantee by the Building Family Opportunities Referral and Assessment Team, in such form as specified by the Minister from time to time;

Intensive Family Case Management means the primary mechanism that will be used to bring together the following elements considered necessary to achieve designated outcomes:

- features of intensive family case management include a maximum caseload of between minimum 8 and maximum 15 families per case manager at any one time,
- use of assertive methods of engagement and outreach,
- A minimum of weekly contact with families and on average a minimum of three hours direct service provision per week,
- Regular case reviews are conducted, with maximum timeframes between reviews no of more than three months and at a minimum the case manager and the principal jobseeker within the family participate in these reviews,
- Comprehensive, ongoing assessment and planning spanning vocational personal and family domains,
- Service arrangement including: assistance, support and mentoring (in family and workplace environments) facilitating referral and access to mainstream and specialist services,
- Monitoring and re-assessment including quarterly family reviews with a minimum of participation from case manager and principal job seeker, and
- A focus on
 - Training,
 - Employer Engagement,
 - Local Community ownership,
 - employment premised on the notion of a decent job;

Job Service Australia Providers or JSA means selected organisations contracted by the Australian Government to provide employment services to jobseekers;

Jobless Families are defined as those families with dependents under 24 where no parent is employed, that is, the parent or parents are either unemployed or are not in the labour force (those parents not in the labour force include parents who are not actively seeking work

or were not available for work as well as those who have chosen not to work, possibly because they are caring for children);

Monthly Family Engagement Report means report of services provided to each Referred Family, reported each month in such form as specified by the Minister from time to time;

Monthly Family Report means the report of services provided by the Grantee to each Participating Family, reported each month in such form as specified by the Minister from time to time;

Monthly Service Statistics Report means summary report of services provided to all Referred Family and Participating Family, reported each month in such form as specified by the Minister from time to time;

Participating Family means a family that is participating in the Program. A family is considered to be engaged in the Program once the Family Assessment Part 1 has been completed and are considered to be participating from this point onwards, until closure of the family case;

Quarterly Service Statistics Report means summary report of services provided to all Referred and Participating families, reported each quarter in such form as specified by the Minister from time to time;

Quarterly Performance Review means the process and instrument of assessment and review of a grantee's performance over the preceding three (3) months, including governance, financial management, and delivery of Services to meet Service Standards. A written record of Quarterly Performance Review is to be reported in such form as specified by the Minister from time to time;

Referral Form means the form for a referral of an existing client of the Grantee to the Building Family Opportunities Referral and Assessment Team, for potential intake into the Program, in such form as specified by the Minister from time to time; and

Referred Family means a family that has been referred to the Grantee by the Building Family Opportunities Referral Assessment and Intake Team for intake into the Program, for the period of time that the Grantee is attempting to engage the family in the Program. A family is considered to be engaged in the Program once the Family Assessment Part 1 has been completed.

DRAFT

ANNEXURE A

CERTIFICATION OF FINANCIAL ACQUITTAL

This is an annual report. The Financial Acquittal should be provided by the dates set out in this Deed in each year for the previous financial year being 31 July for each year, except for final financial period of the Deed ending 31 December 2016, where it should be provided by 31 January 2017 .

Program Manager, Building Family Opportunities
Participation and Equity
Level 4, 11 Waymouth Street, Adelaide S.A. 5000
GPO Box 320, Adelaide SA 5001
Telephone: (08) 8463 4366; Fax: (08) 8463 6634

I confirm the ***Audited Financial Acquittal Statement in accordance with clause 10*** has been prepared in accordance with the Deed and that the obligations in that Deed have been fulfilled.

Contact Name: _____ **Tel:** _____

Signature: _____ **Date:** _____
(Contact Person)

CERTIFIED CORRECT:
[To be certified as specified in clause 10]

Based on the financial records and any other relevant records maintained for the Deed and explanations received, the records have been properly maintained in accordance with the Deed.

Prepared by: _____
Position: _____
Signature: _____
Date: _____ / _____ / _____
Telephone: _____

Certified by: _____
Position: _____
Professional Membership: _____
Signature: _____
Date: _____ / _____ / _____

DRAFT

ANNEXURE B

REFERENCE INFORMATION - AVETMISS

ACCREDITED AND NON-ACCREDITED TRAINING HOUR REPORTS

The Grantee is required to ensure that all subcontractors provide the Minister with an AVETMISS report for all accredited and non-accredited training delivered as part of this Deed.

The Grantee is required to provide all sub-contractors with an AVETMISS code.

Australian Vocational Education and Training Management Information Statistical Standard (AVETMISS) is the nationally consistent standard for the collection, analysis and reporting of vocational education and training information.

If the delivery of the Purpose includes funding of vocational education and training by the Grantee, or by sub-contractors, then the Grantee is required to ensure data on outcomes of all vocational education and training funded is reported to the Minister, utilising the AVETMISS reporting system.

Data provided must include all accredited units or modules and non-accredited modules.

All Registered Training Organisations (RTOs) must report all government funded VET training through the AVETMISS each year. In 2014 all VET training must be reported including Fee for Service. This is reported through the DFEEST system, STELA – Student Training Enrolment Logistics Application.

State Fund Types for the RTOs to enrol the students have been created.

These funding types should be passed on to the RTOs:

BFN – Non-Accredited Building Family Opportunities for non-accredited modules

BFA – Accredited Building Family Opportunities for accredited units or modules.

Students enrolled in accredited units of competency or accredited modules can use the national codes, e.g. CHCORG612D or CAAFT. If students are enrolling in non-accredited modules, these have to be set up on STELA with State codes.

The DFEEST helpdesk should be informed of the modules being used and DFEEST will code them and put them on STELA.

AVETMISS data relating to activities for each calendar year must be reported to the Minister by 30 January the following calendar year.

STELA helpdesk contact person: Craig Arrighi, Telephone: 8226 3050

Helpdesk email: Dfeest.stelahelpdesk@sa.gov.au.

Training is provided to all interested users including responding to any enquiries about reporting on STELA, AVETMISS or auditing.

Phone 8226 3050