



COMMONWEALTH OF AUSTRALIA

GPO Box 9848
Melbourne VIC 3001
Telephone: (03) 604 4000
Telex: 31084



DEPARTMENT OF
COMMUNITY SERVICES
AND HEALTH

St John of God Yarra View
Incorporated
P.O. Box 130
LILYDALE 3140

Dear Sir/Madam

DISABILITY SERVICES ACT 1986: OFFER OF GRANT UNDER SECTION 14

On behalf of the Minister for Community Services and Health I am pleased to offer you a grant of financial assistance, details of which are outlined in the attachment to this offer, under section 14 of the Disability Services Act 1986, on the basis of the Terms and Conditions also attached. This is the offer of grant referred to in those Terms and Conditions.

This grant is additional to the grant you are receiving under section 13 of the Act, and is provided to enable you to take the steps specified in the attachment hereto towards becoming eligible for future funding under section 10.

In accordance with the Minister's determination under subsection 14(4) of the Act, the grant in relation to capital items and recurrent expenditure is in respect of the grant period beginning on 1 May 1989 and ending on 30 June 1989. The grant in relation to fixed term expenditure is in respect of the number of months specified for this purpose in the attachment to this offer.

Actual amount of grant

The actual amount of grant may vary from the total of the maximum amounts for the components indicated in the attachment to this offer. In the case of capital items, the actual grant component will be the maximum amount for the component or the relevant percentage (as indicated in column (b)) of the actual cost, whichever is the lesser.

In the case of recurrent expenditure and fixed term expenditure, the actual grant components may vary if the period over which the service operates or the period during which expenditure is incurred is less than the period on which the maximum was based.

Service ID: 0516RE14,15,16
S14 September 88

DS/418/MR

DOCUMENT 1.

Acceptance

If you wish to accept this offer of grant and agree to be bound by the attached Terms and Conditions, please sign the Form of Acceptance below and return this letter to the Officer in Charge, Disability Services, at the Office of the Department shown above.

Expiry of offer

This offer of grant shall expire on 30 June 1989 (unless earlier accepted).

Susan E. Maguire

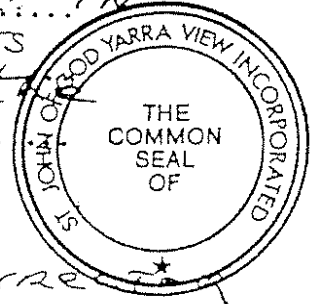
STATE MANAGER

Date *14/6/89*

FORM OF ACCEPTANCE

I,being an officer duly authorised to sign on behalf of the grantee, hereby accept the offer of a grant of financial assistance under section 14 of the Disability Services Act, as outlined in the offer of grant, and agree to be bound by the Terms and Conditions referred to therein.

Signed *The Common Seal of St John of God YARRA View INCORPORATE*
Name (Print) *was ... hereto ... affixed in accordance with ITS CONSTITUTION in the presence of:-*
Position or Title
Date *26 June 1989.*



[Signature]
Assistant Secretary

Service ID: 0516RE14, 15, 16
S14 September 88

Details of the service

Name of organisation: St John of God Yarraview Incorporated

Title/name of service: Accommodation Services - Yarraview

Location of service: Mooroolbark/Lilydale

Category of prescribed service: Residential Accommodation

Brief description of the transition process by which the grantee will become eligible for a grant of financial assistance under Section 10 in relation to the service:

St John of God Yarraview Incorporated provided accommodation on a farm which included a workshop and nursery, for 100 people with an intellectual disability. 88 men have already been relocated into community based accommodation. This proposal means that the final 12 residents who have high support needs will now be able to move into 3 houses in the Lilydale/Mooroolbark area. No backfilling of the on site accommodation has occurred, or will occur after this proposal is completed.

Individual planning for each person is being undertaken and skills training programs will be implemented to enable the persons using the service to achieve identified goals.

Service ID: 0516RE14,15,16

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Grant Components and purposes

	(a) Maximum amount for component \$	(b) % of actual cost
(a) Capital items		
(i) land/buildings -	456,000	80%
(ii) equipment - Household furniture, fittings modifications - one off charges	32,000	80%
(b) Recurrent expenditure		
(i) staff remuneration		
(ii) rent		
(iii) other -		
(c) Fixed term expenditure *		
(i) staff remuneration		
(ii) rent		
(iii) other -		
TOTAL	\$488,000	
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* The financial assistance will be for a period of * months commencing no later than 30 June 1989 and ending no later than 30 June 1990.

Service ID: 0516RE14,15,16

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DS/422/MF

SPECIFIC STEPS TO BE TAKEN WITH THE AID OF THE GRANT FUNDS DURING THE GRANT PERIOD TOWARDS BECOMING ELIGIBLE FOR FINANCIAL ASSISTANCE UNDER SECTION 10 OF THE DISABILITY SERVICES ACT

STEPS AND TIMEFRAME

OUTCOME TARGETS WHICH FURTHER THE PRINCIPLES AND OBJECTIVES *

EVIDENCE AND MEASURES

To purchase 3 houses within a normal suburban environment close to generic services by 31/8/89.	The provision of community based accommodation will further Principles 4 and 6 and Objectives 1 and 7.	Houses purchased, equipped and and occupied by 30/9/89.
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To employ staff to provide appropriate levels of support to the residents as determined by their individual program plans by 31/8/89.	The development of IPPs and the provision of appropriate levels of support will further Principles 6 and 5, Objective 4.	IPPs for each resident developed and implemented by 31/12/89. IPPs to be reviewed quarterly.
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To employ 2 Program Liaison Officers by 30/6/89 to develop & Monitor IPPs, train staff and manage the residences.	The development of IPPs and the provision of appropriate levels of support will further Principles 6 & 5, Objective 4.	The job descriptions, duty statements for the residential staff will be reviewed or updated quarterly. Program for staff training developed or updated by Sept 89 and records kept of staff training undertaken.
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* The Objectives from the Principles and Objectives gazetted in the Commonwealth of Australia Gazette, 9 June 1987, are referred to by number for each outcome target above.

Service ID: 0516RF14,15,16
S14 September 88

DS/422/MF

DEPARTMENT OF COMMUNITY SERVICES AND HEALTH

GRANT OF FINANCIAL ASSISTANCE FOR A PRESCRIBED SERVICE
UNDER SECTION 14 OF THE DISABILITY SERVICES ACT 1986

TERMS AND CONDITIONS OF GRANT

Interpretation

1. In these Terms and Conditions unless the contrary intention appears -
 - "the Act" means the Disability Services Act 1986;
 - "this agreement" means the offer of grant and these Terms and Conditions, as accepted by the grantee;
 - "capital item" means land or buildings or other improvements or any equipment item purchased or otherwise acquired with the aid of the grant;
 - "the Commonwealth" means the Commonwealth of Australia;
 - "the Department" means the Department of Community Services and Health or any other department to which the administration of the Act may be allocated;
 - "the grant" means the grant of financial assistance specified in the offer of grant;
 - "the grant period" means the period specified in the offer of grant as the period in respect of which the grant is made;
 - "grantee" means the organisation to which the grant is made;
 - "the Minister" means the Minister for Community Services and Health or any other Minister who may become responsible from time to time for administration of the Act;
 - "the offer of grant" means the letter from the Department to the grantee making the offer of grant and includes the attachment thereto;
 - "prescribed service" means the prescribed service as defined in section 7 specified in the offer of grant and provided by the grantee;
 - the "target group" means the target group as specified in section 8;
 - a reference to a clause is a reference to a clause of these Terms and Conditions and a reference to a section is a reference to a section of the Act.

Formal acceptance of offer

2. Payment of the grant is subject to the receipt by the Commonwealth of the written acceptance of the offer of grant and these Terms and Conditions by the grantee.

Formation of contract

3. Acceptance of the offer of grant shall constitute a contract between the grantee and the Commonwealth, the terms and conditions of which are contained in the offer of grant and these Terms and Conditions.

Manner of calculation of grant4. (a) Capital items

The component of the grant in respect of capital items shall be the maximum amount approved by the Minister for this component, or the percentage of the actual cost as indicated in the offer of grant, whichever is the lesser.

(b) Recurrent expenditure

The component of the grant in respect of recurrent expenditure (if any) shall be calculated using the formula:

$$\frac{XY}{Z}$$

where X is the maximum amount approved by the Minister for this component; and Y is the number of weeks left in the grant period at the time the first liability in relation to approved recurrent expenditure was created, with part of a week being counted for this purpose as a whole week; and Z is the number of weeks on which the maximum amount is based.

(c) Fixed term expenditure

The component of the grant in respect of fixed term expenditure shall be calculated using the formula

$$\frac{AB}{C}$$

where A is the maximum amount approved by the Minister for this component; B is the actual number of months of expenditure for this purpose or the number of months specified at C, if C is less than B; and C is the number of months of expenditure specified for this purpose in the offer of grant.

Timing of payments5. (a) Capital items

- (i) In the case of the acquisition of land (with or without buildings), the whole amount allocated for this purpose will be payable on the date the contract is formed, or the first day of the grant period, whichever is the later;

- (ii) in the case of the acquisition, erection, alteration or extensions to buildings, 60% of the amount allocated for this purpose shall be payable at the time of formation of the contract for such acquisition, erection, alteration or extension (as the case may be); 30% shall be payable upon receipt of satisfactory evidence that the first progress payment under the contract has been made; and the final amount of 10% shall be payable on receipt of satisfactory evidence that the contract has been completed;
- (iii) in the case of the acquisition, alteration, or installation of equipment, payment shall be made at the beginning of the quarter during which the equipment is expected to be acquired, altered or installed.

(b) Recurrent expenditure

In the case of recurrent expenditure, payments will commence on the date of the first obligation to expend funds. Payments will be made quarterly, or on a pro rata basis for the remaining weeks of the quarter in which payment commences, and thereafter as on a quarterly basis for the remainder of the grant period.

(c) Fixed term expenditure

In the case of fixed term expenditure, where the period approved for this component is not more than six months, the full payment of moneys allocated for this purpose shall be made following acceptance of the grant. Where further payments are required, they shall be made at quarterly intervals after the expiration of the first six months, until the full amount allocated for this purpose is paid.

Purpose

- 6 (1) The grant shall be used solely for or in connection with the provision of the prescribed service set out in the offer of grant.
- (2) Each component of the grant specified opposite a particular purpose in the offer of grant shall be used solely for that purpose.
- (3) The grant shall be used solely for the purpose of taking the steps specified in the offer of grant towards becoming eligible for a grant of financial assistance under section 10 in respect of the service.

Information

7. Whenever requested to do so by the Department, the grantee shall supply information as to the management and conduct of the prescribed service, including:
- (a) the action which the grantee is taking to enable persons in the target group to achieve positive outcomes, including meeting their individual goals and needs and developing their competence and independence;

- (b) the opportunities which the grantee is providing to persons in the target group to make decisions and choices in areas which affect their lives, to achieve their maximum economic potential, and to achieve community integration and participation;
- (c) the recognition and promotion of the rights of persons in the target group; and
- (d) the grantee's accountability to the persons in the target group and the general community.

Inspection

8. The grantee agrees that authorised officers of the Commonwealth may at any time upon the giving of reasonable notice enter upon the premises of the grantee for the purpose of inspecting the land, buildings or other improvements or equipment constructed or acquired with funds from the grant and for the purpose of generally monitoring the grantee's compliance with this agreement.

Accounts and records

9. The grantee shall cause to be kept proper accounts and records of the transactions and affairs of the grantee in relation to the use of the grant moneys, in accordance with accounting principles generally applied in commercial practice and as required by law, and shall do all things necessary to ensure that all payments out of the grant moneys are correctly made and properly authorised and adequate control is maintained over the incurring of liabilities.

Observance of agreement

10. (1) The grantee and the Department shall, each for its part, take appropriate action to have properly informed and responsive discussions on such matters as are reasonably brought forward by either party in relation to this agreement.
- (2) If the Minister considers that the grantee is not complying with this agreement, the Minister may request that discussions be held between representatives of the grantee and officers of the Department.
- (3) If, within a reasonable time after making such a request and whether or not those discussions have been held, the Minister decides that action should be taken by the grantee to comply with this agreement, the Minister or a person authorised by the Minister may, by notice in writing, require the grantee to take, within the time specified in the notice, such action as is specified in the notice and the grantee shall comply with the notice.
- (4) Where the grantee fails to comply with this agreement, the Minister may defer payment of the grant or instalments of the grant until the grantee so complies.

Termination

11. (1) The grant may be terminated by the Commonwealth by notice in writing to the grantee if, at any time, the grantee fails to comply with this agreement.
- (2) Upon such termination, grant moneys that have not been expended and are not committed must be repaid to the Commonwealth within 90 days of the date of notification of such termination.

Returns of expenditure

12. (1) The grantee shall within 28 days of the end of each quarter of the grant period or within such other times as the Department allows, provide the Department with a statement, in such a form approved by the Department and certified by a duly authorized officer of the grantee, showing the purposes for which the grant moneys were applied.
- (2) The grantee shall, within 60 days of the end of the grant period or the earlier termination of the grant or such other time as the Department allows, supply to the Department a certificate of a qualified public accountant, not being an employee or officer of the grantee or a member of the grantee's Board of Directors (if applicable), who has examined the accounts and records of the grantee, to the effect that all moneys paid to the grantee pursuant to the grant have been expended or incurred by way of expenditure solely for the purposes set out in clause 6 and in accordance with these Terms and Conditions.
- (3) Any moneys not expended or committed by the end of the grant period for the purposes specified in clause 6 shall be a debt refundable to the Commonwealth.
- (4) Any moneys refundable to the Commonwealth pursuant to sub-clause 12(3) may be deducted from any subsequent grant under the Act made to the grantee.

Security

13. The grantee shall, if the Department so requests, give such security as the Department considers necessary or desirable to secure repayment of the grant or part thereof that may become repayable to the Commonwealth pursuant to these Terms and Conditions.

Register and maintenance of equipment

14. The grantee shall maintain and permit the Department to inspect upon reasonable notice a register of all items of equipment of \$1000 or more in depreciated value purchased with funds from the grant or acquired pursuant to the provisions of sub-clause 16(3). The register shall contain the following information regarding such items of equipment:
 - (a) model number and equipment description;
 - (b) date of purchase;

- (c) purchase price;
- (d) date of receipt of financial assistance paid in respect of each item;
- (e) depreciation allowance as provided under relevant sections of the Income Tax Assessment Act 1936 (diminishing value method); and
- (f) depreciated value.

15. The grantee shall maintain all items of equipment purchased with funds from the grant in good order and condition.

Special provisions in relation to capital items

- 16. (1) The grantee shall use the capital items purchased with grant funds solely for or in connection with the provision of the prescribed service.
 - (2) Subject to sub-clause 16(3), in the case of any capital item purchased with grant funds where the item is of a value of \$1000 or more (which in the case of equipment shall mean depreciated value) the grantee shall not encumber, sell or otherwise dispose of or part with the possession of such item without the prior written consent of the Minister.
 - (3) Sub-clause 16(2) shall not apply in the case of a bona fide sale of any capital item where the grant component of that item amounted to \$10,000 or less, and the proceeds are to be used to purchase other capital items for use for or in connection with the prescribed service, in which case the Terms and Conditions in this agreement shall apply to such other capital items as if they were purchased with grant moneys.
17. (1) In the event that the grantee, without the prior written consent of the Minister, ceases to use any capital items referred to in sub-clause 16(2) for or in connection with the provision of the prescribed service or encumbers or disposes of any of those capital items (other than by way of sale) the grantee shall, within 90 days of ceasing to so use, encumbering or disposing of any of those capital items as aforesaid, pay to the Commonwealth -
- (a) in the case of those capital items purchased solely with grant funds, the current market value of those capital items; and
 - (b) in the case of those capital items purchased partly with grant funds and partly with other funds, such a proportion of the current market value of those capital items as the proportion the grant funds formed of the purchase price paid by the grantee for those capital items.
- (2) Except as provided by sub-clause 16(3), in the event that the grantee sells any capital items without the prior written consent of the Minister, the grantee shall, within 90 days of selling any capital items as aforesaid, pay to the Commonwealth -

- (a) in the case of those capital items purchased solely with grant funds, the entire amount of the selling price received by the grantee for those capital items or the market value, whichever is the greater; and
- (b) in the case of capital items purchased partly with grant funds and partly with other funds, such a proportion of the selling price received by the grantee for those capital items, or the market value, whichever is the greater, as the proportion the grant funds formed of the purchase price paid by the grantee for those capital items.
18. (1) Subject to sub-clause 18(3), in the event that the grantee, with the prior written consent of the Minister, ceases to use any capital items for or in connection with the provision of the prescribed service or encumbers or disposes of those capital items (other than by way of sale) the grantee shall, within 90 days of ceasing to use, encumbering or disposing of any capital items as aforesaid, pay to the Commonwealth -
- (a) in the case of those capital items purchased solely with grant funds, the current market value of those capital items; and
- (b) in the case of those capital items purchased partly with grant funds and partly with other funds, such a proportion of the current market value of those capital items as the proportion the grant funds formed of the purchase price paid by the grantee for those capital items.
- (2) Subject to sub-clause 18(3), in the event that the grantee sells any capital items with the prior written consent of the Minister, the grantee shall, within 90 days of selling any capital items as aforesaid, pay to the Commonwealth -
- (a) in the case of those capital items purchased solely with grant funds, the amount of the selling price received by the grantee for those capital items, less any expenses of sale; and
- (b) in the case of those capital items purchased partly with grant funds and partly with other funds, such a proportion of the selling price received by the grantee for those capital items as the proportion the grant funds formed of the purchase price paid by the grantee for those capital items, less any expenses of sale.
- (3) The grantee shall not be required to make the payments to the Commonwealth specified in sub-clauses 18(1) and 18(2) if there is in existence an Agreement between the Minister and the relevant party or parties pursuant to section 16.

Indemnity

19. The grantee hereby indemnifies and undertakes to keep indemnified the Commonwealth, its officers, its servants and agents against any and all liability (howsoever occurring) for and in respect of any and all injury, death, loss or damage arising directly or indirectly out of any actions or omissions by the grantee, its employees, servants or agents in relation to any matter related to or arising from this agreement.

Notices

20. A notice, demand or other communication to be given or made by a party under these terms and conditions shall be deemed to have been duly given to or made on another party if it is delivered, or sent by prepaid registered post addressed:

- (a) to the Commonwealth at its address shown in the letter of offer of grant;
- (b) to the grantee at the address to which the letter of offer of grant was sent.

Governing law

21. This agreement shall be governed and construed in accordance with the laws of the State or Territory in which the grantee is principally based in relation to the provision of the prescribed service and parties submit to the jurisdiction of the Courts of that State or Territory.

