

ABC Care Inc

**Service Agreement
Non-Government Organisation**

01/07/2004 to 30/06/2006

Agreement No. 16051



Table of Contents

SCHEDULE 1. CONDITIONS OF THIS AGREEMENT

Clause

1. Definitions and Interpretations
2. Duration of Agreement
3. Services
4. Funding
5. Records and Expenditure
6. Review of Agreement
7. Reporting
8. Audit or Review of Agency
9. Subcontracting
10. Breach of Agreement
11. Dispute Resolution
12. Termination Without Fault
13. Intellectual Property
14. Privacy and Whistleblowers Act
15. Permitted Disclosure
16. Risk Management, Indemnity and Insurance
17. Unexpended Funding
18. Variation of Agreement
19. Status of Service Provider
20. Notices
21. Applicable Law

SCHEDULE 2 FINANCIAL SUMMARY

SCHEDULE 3 SERVICE PLANS

SCHEDULE 4 DHS / AGENCY RELATIONSHIP

SCHEDULE 5 FINANCIAL ACCOUNTABILITY REQUIREMENTS

THIS AGREEMENT is made on..... (completed by hand when signed)

BETWEEN: **SECRETARY TO THE DEPARTMENT OF HUMAN SERVICES** a
body corporate established under the *Health Act 1958* ("the Secretary")

AND: **ABC CARE INC** ("the Agency") of
45 Taylor Street
Dandenong VIC 3175

Registration No A1234567Z

RECITALS

A The Department and the Health, Housing and Community Sectors entered a Partnership Agreement in October 2002, outlining the shared principles, goals, values and outcomes that all Parties will work collaboratively to achieve.

The Partnership Agreement recognises that while the Department and service organisations have legitimate differences in governance, roles and responsibilities, both sectors share an overriding objective to achieve the best possible outcomes from the delivery of services to the people of Victoria.

In order to accomplish these desired outcomes both Parties have entered into this agreement, articulating the respective obligations in relation to the provision of funding by the Department and service delivery by the Agency.

B The Agency agrees to provide these Services as outlined in this agreement.

OPERATIVE PROVISIONS

Each Party agrees to be bound by the provisions of this Agreement.

This Agreement is constituted by:

- this document;
- Schedule 1 - CONDITIONS OF THIS AGREEMENT;
- Schedule 2 - FINANCIAL SUMMARY;
- Schedule 3 - SERVICE PLAN (S);
- Schedule 4 - DHS / AGENCY RELATIONSHIP;
- Schedule 5 - FINANCIAL ACCOUNTABILITY REQUIREMENTS.

Each Party agrees to be bound by the provisions of this Agreement.
SIGNED for and on behalf of ABC Care Inc

.....
Signature

Name: Ms Isabella Novick
Title: Director
Address: 45 Taylor Street
Dandenong VIC 3175
Facsimile No: 03 9213 0011

.....
Signature of Witness

.....
Print Name of Witness

Address:
.....
.....

SIGNED for and on behalf and with the authority of the Secretary to the Department of Human Services.

.....
Signature

Name: Richard Deyell
Title: Regional Director
Address: 145 David Street
Dandenong Vic 3175
Facsimile No: 03 9213 0000

.....
Signature of Witness

.....
Print Name of Witness

Address:
.....
.....

SCHEDULE 1 — CONDITIONS OF THIS AGREEMENT

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires:
- (a) **"Applicable Departmental Policies"** includes all policies, guidelines and principles of the Department as amended from time to time and as notified to the Agency, and includes but is not limited to the following:
 - (i) Human Services Capital Development Guidelines;
 - (ii) Human Services Insurance Guide for Non-Government Organisations;
 - (iii) Departmental Incident Reporting System;
 - (iv) Pre-employment / Pre-placement Safety Screening (Police Checks);
 - (v) DHS Policy and Funding Plan(s);
 - (vi) DHS Information Privacy Policy; and
 - (vii) DHS Agency Information Kit.
 - (b) **"Business Day"** means a day on which the major trading banks are open for ordinary business in Melbourne, Victoria and excludes a Saturday, Sunday or public holiday.
 - (c) **"Capital Funding"** means that part of the Funding used to purchase a tangible asset.
 - (d) **"Change in Control"** means, in respect of a party, any event or series of events which result in the person or persons who:
 - (i) from the Commencement Date; or
 - (ii) in the case of the subsequent assignment of this Agreement, at the date of the last assignment

beneficially holds or controls 50% or more of the voting, income or participation rights
 - (iii) in the party; or
 - (iv) in any company which beneficially holds or controls 50% or more of those rights in the party, ceasing to hold 50% or more of those rights.
 - (e) **"Commencement Date"** has the meaning set out in item 2 of Schedule 1.
 - (f) **"Completion Date"** has the meaning set out in item 2 of Schedule 1.
 - (g) **"Confidential Information"** means information exempt within Section 34 (1) of the *Freedom of Information Act 1982*, as it relates to trade secrets and or unreasonable disadvantage.
 - (h) **"Department"** means the Department of Human Services, Victoria, including the Office of Housing.
 - (i) **"DHS"** means the Secretary to the Department of Human Services and the Director of Housing.
 - (j) **"Dispute Resolution Process"** means the process outlined in clause 11.
 - (k) **"Funding"** means money provided by DHS to the Agency under this Agreement as defined in clause 4.2 and set out in Schedule 2.
 - (l) **"GST"** means GST within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended.
 - (m) **"Intellectual Property"** means copyright, all rights in relation to

inventions (including registered and registrable patents), registered and unregistered trade marks, registered and unregistered designs, circuit layouts, know-how and confidential information, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

- (n) **"Secretary"** means the Secretary for the department of Human Services.
- (o) **"Services"** means the services, which the Agency agrees to provide to DHS under this Agreement, as described in the Schedules.
- (p) **"Term"** means the period commencing on the Commencement Date and expiring on the Completion Date.

1.2 Unless the context requires otherwise:

- (a) words importing any gender include each other gender;
- (b) the plural includes any singular and vice versa;
- (c) a reference to a person includes any other entity recognised by law and vice versa;
- (d) a reference to a statute, ordinance, code or other law includes subordinate legislation, consolidations, amendments, re-enactments, and replacements of it;
- (e) terms used in other Schedules have the same meaning when used in this Agreement; and
- (f) where a term is defined, the definition includes all grammatical forms of that term.

1.3 Inconsistencies between the terms of this Agreement will be resolved in the following order of priority:

- (a) Schedule 1; and
- (b) all other Schedules in numbered order.

2. Duration of Agreement

2.1 The Agency will provide the Services commencing on the Commencement Date (01/07/2004) and, subject to other terms in this Agreement, finishing on the Completion Date (30/06/2006).

3. Services

3.1 DHS and the Agency agree that:

- (a) the Agency will provide the Services as set out in the Schedules; and
- (b) DHS will comply with its obligations under this Agreement.

3.2 In providing the Services, the Agency agrees to:

- (a) exercise due care, skill and judgment and at all times act in accordance with applicable professional ethics, principles and standards;
- (b) provide them in a timely manner; and
- (c) comply with:
 - (i) the agreed service standards as set out in Schedule 3 and any applicable DHS Policy and Funding Plan(s);
 - (ii) the agreed performance targets as set out in Schedule 3;
 - (iii) all Applicable Departmental Policies; and
 - (iv) all State and Federal laws applicable to the Services including, without limitation, those relating to fire protection, health, and general safety

which apply to any premises from which the Agency operates.

4. Funding

- 4.1 DHS agrees to pay the Funding to the Agency in accordance with Schedule 2 provided the Agency meets its obligations under this Agreement.
- 4.2 In clause 4.1 "Funding", for each year of the Agreement, means:
- (a) if applicable to the Agency - the base component as set out in Schedule 2; and
 - (b) any necessary adjustment for CPI, award increases or productivity; and
 - (c) other non-base amounts and changes to the base component (eg new initiatives, growth) as negotiated with the Agency via a service agreement variation during each year of the Agreement or as required.
- 4.3 If an Agency is funded on the basis of actual volume of service delivery, the base component will be adjusted commensurate with the actual volume of services delivered by the Agency.
- 4.4 Notwithstanding clauses 4.1 and 4.2, if the relevant State or Federal Parliament fails to appropriate sufficient funds to enable DHS to provide the Funding as contemplated by Schedule 2, DHS will:
- (a) immediately notify the Agency in writing; and
 - (b) change Schedule 2 to reflect the shortfall in funds.
- DHS will not change Schedule 2 for at least 3 months after the date of notification in 4.4 (a).
- 4.5 If funds for the provision of the Services from the State or Federal Parliament are no longer available to DHS during the Term, DHS:
- (a) must notify the Agency in writing as soon as practicable; and
 - (b) may thereupon terminate this Agreement without fault in accordance with clause 12.
- 4.6 The Agency agrees to comply with State and Federal Government legislation applicable to organisations receiving a financial benefit from the State.

5. Records and Expenditure

- 5.1 The Agency agrees to:
- (a) keep clear records of, and account for, all Funding as required by legislation applicable to the Agency; and
 - (b) subject to clause 17, expend the Funding only on the provision of the Services or matters reasonably incidental to the provision of the Services.
- 5.2 The Agency will maintain a register of each asset acquired using Capital Funding, which is worth \$3,000 or more at the time it is acquired.
- 5.3 The Agency will keep that register in accordance with all Australian Accounting Standards. If the Agency is required to provide an Audit Report in accordance with Schedule 5, then it will also have the asset register audited at least once each financial year.
- 5.4 If the Agency:
- (a) sells any asset required to be entered in that register, DHS may reduce

funding to be provided to the Agency after that sale by the sale proceeds of that asset; or

- (b) ceases to provide the Services (either by reason of termination of this Agreement or otherwise), the Agency will transfer to DHS each asset required to be entered in the register unless DHS gives notice to the contrary.

6. Review of Agreement

6.1 The Parties will meet annually (or more frequently if mutually agreed) to discuss and review the operation of this Agreement. At the review, the parties will use their best endeavours to resolve in good faith any issues affecting the Services. If a Party is not satisfied that the issues have been resolved satisfactorily at the end of the review, that Party may commence the Dispute Resolution Process.

7. Reporting

7.1 The Agency will:

- (a) provide DHS with information and reports at times specified under the Schedules of this Agreement and/or any applicable DHS Policy and Funding Plan(s); and
- (b) comply with the financial reporting and certification requirements (if any) as set out in Schedule 5 on an annual basis unless otherwise requested.

7.2 DHS will promptly notify the Agency of any issues of which it is aware which could adversely impact on the performance of the Agency under this Agreement.

8. Audit or Review of Agency

8.1 DHS may, at its own expense, conduct a performance review of the Agency at any reasonable time

- (a) if the performance of the Agency gives rise to reasonable concerns of DHS;
- or
- (b) as part of DHS service monitoring procedures.

8.2 DHS may, at its own expense, conduct an audit of the Agency at any reasonable time:

- (a) if the financial returns of the Agency give rise to reasonable concerns as to the Agency's compliance with this Agreement;
- (b) to establish or investigate the Agency's financial viability where DHS funding comprises a significant proportion of the Agency's total budget;
- (c) to investigate allegations or suspected misuse of Department funds;
- (d) to establish whether funding has been applied to the approved purposes.

8.3 The Agency agrees to:

- (a) co-operate with DHS in relation to the conduct of any such audit or performance review; and
- (b) make available to DHS all relevant information and documents required for the purposes of the audit or performance review within 14 days of a written request by DHS or as agreed with the Agency.

8.4 The Agency agrees to comply with all State and Federal Laws applicable to the auditing of Agencies.

9. Subcontracting

9.1 With the prior written consent of DHS the Agency may sub-contract the Services, or any part of them provided that the Agency:

- (a) satisfies DHS on reasonable grounds that the sub-contractor can satisfactorily provide the Services being sub-contracted; and
- (b) contracts with the sub-contractor for the supply of any part of the Services by the sub-contractor on terms no less onerous than this Agreement including, without limitation, provisions relating to privacy of information.

9.2 The Agency hereby acknowledges that the Agency at all times remains responsible and accountable to DHS for the supply of any part of the Services by any sub-contractor.

10. Breach of Agreement

10.1 Either party may terminate this Agreement immediately by notice in writing to the other party if the other party is in breach of any term of this Agreement and fails to remedy the breach within thirty days of written notice by the first party.

10.2 Either party may terminate this Agreement immediately upon written notice to the other party if the other party:

- (a) is unable to or fails to pay its debts as and when they fall due;
- (b) suffers a Change in Control which in the reasonable opinion of the other party adversely affects the ability of that party to comply with its obligations under this Agreement; or
- (c) is a natural person and becomes mentally incapacitated, dies, is incapacitated through illness for more than thirty days or is convicted of a crime punishable by a term of imprisonment.

10.3 If a party believes that the other party has wrongfully terminated this Agreement or a party is in dispute with the other party concerning the terms or interpretation of this Agreement, it may instigate the Dispute Resolution Process set out in clause 11 by giving a notice in writing to the other party.

11. Dispute Resolution

11.1 Both Parties will work constructively in a spirit of goodwill in the funding and delivery of Services. If one Party believes the Agreement is not being fulfilled they will in the first instance initiate discussions with the other Party to resolve concerns.

11.2 If a dispute arises between the Parties concerning the terms and conditions of this Agreement or the provision of the Services that cannot be resolved through the initial discussions outlined in Section 11.1 of this Agreement, the Parties shall take immediate action to resolve the dispute at an appropriate level and in accordance with the procedures outlined in the Department Service Agreement Information Kit for Agencies.

12. Termination Without Fault

12.1 The parties may terminate this Agreement at any time by giving a reasonable amount of notice in writing to the other parties. In no circumstances can that notice be less than 3 months.

12.2 A party giving notice under this clause must pay the reasonable direct costs and other liabilities incurred by the other parties arising directly out of the termination but not loss of profit. Each party must use its best endeavours to minimise those costs and liabilities.

13. Intellectual Property

13.1 The Intellectual Property of each party, which exists at the date of this Agreement, remains the property of that party.

- 13.2 All Intellectual Property developed by either party under this Agreement vests in the State of Victoria.
- 13.3 On or prior to the Completion Date, the Agency will deliver to DHS immediately following a written request by DHS, all materials in which Intellectual Property vests in the State of Victoria under this clause. The Agency may keep a copy of all such material.

14. Privacy and Whistleblowers Acts

- 14.1 The Agency agrees to comply with and be bound by the provisions of the *Information Privacy Act 2000 (Vic)* and *Health Records Act 2001 (Vic)* (both as amended or replaced from time to time), and their respective Information Privacy Principles and Health Privacy Principles and any applicable code of practice with respect to any act done, or practice engaged in, by the Agency for the purposes of this Agreement in the same way and to the same extent as DHS would have been bound by them in respect of that act or practice had it been directly done or engaged in by DHS.
- 14.2 If the *Whistleblowers Protection Act 2001* applies to the Agency, the Agency agrees to comply with and be bound by the provisions of that Act.

15. Permitted Disclosure

- 15.1 The parties agree that notwithstanding the provisions of this clause, the terms of this Agreement may be disclosed to the public, including disclosure on the internet, provided such disclosure does not involve trade secrets or proprietary information of a party where disclosure would result in a significant commercial disadvantage to that party.
- 15.2 Notwithstanding clause 15.1 and the other provisions of this clause, the parties agree that if so requested by the Auditor-General or the Ombudsman of the State of Victoria in the course of performing their statutory duties, they will permit disclosure of the Confidential Information and the terms of this Agreement to the Auditor-General or the Ombudsman as the case may be.

16. Risk Management, Indemnity and Insurance

- 16.1 The Agency must ensure that in carrying out its obligations under this Agreement it exercises the highest level of care and skill so as not to cause loss or damage to the property of any person or personal injury or death to any person.
- 16.2 The Agency agrees to indemnify DHS against a claim by any person for loss of or damage in respect of
- (a) property;
 - (b) death or personal injury; and
 - (c) a breach of privacy legislation applicable to this Agreement,
- caused by a breach by the Agency of its obligations under this Agreement, or by a breach by the Agency of any statutory duty, or by an illegal act or negligent act or omission by the Agency in the course of providing the Services under this Agreement.
- 16.3 DHS acknowledges that the Department's Non-Government Organisations Insurance Program as detailed in the Insurance Guide covers the Agency. The Agency agrees to ensure that it has arranged adequate insurance cover to protect physical assets against loss and/or damage.

17. Unexpended Funding

- 17.1 This clause does not apply if contrary arrangements regarding unexpended funding are set out in the Schedules.
- 17.2 If the Agency complies with the terms of this Agreement, the Agency may retain all

unexpended Funding.

17.3 If the Agency does not comply with the terms of this Agreement, DHS may require the Agency to return all unexpended funding.

18. Variation of Agreement

18.1 Notwithstanding the commitments made by the Agency and by DHS in this Agreement, it is understood that the Agreement may be varied, and that, subject to clause 18.2, it may only be varied in writing signed by each party.

18.2 The Agency may not be required to sign and return a service agreement variation where the variation is for a CPI or award adjustment, increased minor capital funding or for termination of the agreement

19. Status of Service Provider

19.1 The Agency is engaged as an independent contractor for the purpose of this Agreement.

20. Notices

20.1 Any notice, approval, consent or other communication from one party to another, must be in writing and be signed by the informing party's authorised officer.

20.2 A notice shall be taken to be served:

- (a) in the case of a delivered letter, on the day of delivery, unless delivery is made on a non-Business Day or after 4.30 pm on a Business Day, in which case it shall be taken to be served on the next Business Day;
- (b) in the case of a posted letter, on the third (or seventh in the case of airmail) Business Day after posting;
- (c) in the case of a facsimile, on receipt by the party giving the notice of a transmission confirmation report showing an error free transmission, unless within one Business Day of receipt the Recipient has informed the party giving the notice that the transmission was incomplete or garbled, provided that in any case if transmission is completed after 4.30 pm (local time in the place of receipt) or is received on a non-Business Day, the notice shall be taken to be served on the next Business Day; and
- (d) in the case of an email, upon receipt by the sender of confirmation that the email has reached the recipient's mailbox.

21. Applicable Law

21.1 This Agreement is governed by the law of Victoria. The parties submit to the jurisdiction of the courts of Victoria and courts entitled to hear appeals from those courts.

Financial Summary 2004/2005

Schedule 2

ABC Care Inc

**Funding for future years can be estimated from base funding.

Service Provider	Service Plan	Activity	Base Funding (Recurrent) excl. GST	Non-Base Funding (Non-Recurrent) excl. GST	Minor Capital Funding excl. GST	GST	Total Activity Funding excl. GST	Total Activity Funding incl. GST	Total Service Plan Funding excl. GST	Total Service Plan Funding incl. GST
ABC Care Inc	Aged Care Southern Metropolitan	13035: Carer Support-Flexible Respite	240,500.00	0.00	35,000.00	27,550.00	275,500.00	303,050.00	298,700.00	328,570.00
		13059: Nursing Home Complex Care Supplements	23,200.00	0.00	0.00	2,320.00	23,200.00	25,520.00		
Total			263,700.00	0.00	35,000.00	29,870.00	298,700.00	328,570.00	298,700.00	328,570.00

Service Plan Payment Schedule (GST included) 2004/2005

Schedule 2 (cont.)

ABC Care Inc

	Region/ Activity Code	6 Jul \$	3 Aug \$	7 Sep \$	5 Oct \$	1 Nov \$	7 Dec \$	4 Jan \$	1 Feb \$	1 Mar \$	5 Apr \$	3 May \$	7 Jun \$	Total \$
ABC Care Inc		56,975.11	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	298,700.00
GST		5,697.50	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	29,869.89
Aged Care	Southern Metropolita n	56,975.11	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	298,700.00
GST		5,697.50	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	29,869.89
Service Agreement		56,975.11	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	298,700.00
GST		5,697.50	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	2,197.49	29,869.89

Activity Detail Payment Schedule (GST excluded) 2004/2005

Schedule 2 (cont.)

	Region/ Activity Code	6 Jul \$	3 Aug \$	7 Sep \$	5 Oct \$	1 Nov \$	7 Dec \$	4 Jan \$	1 Feb \$	1 Mar \$	5 Apr \$	3 May \$	7 Jun \$	Total \$
ABC Care Inc		56,975.11	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	298,700.00
Aged Care	Southern Metropolita n	56,975.11	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	298,700.00
Carer Support- Flexible Respite	13035	55,041.74	20,041.66	20,041.66	20,041.66	20,041.66	20,041.66	20,041.66	20,041.66	20,041.66	20,041.66	20,041.66	20,041.66	275,500.00
Service Funding		20,041.74	20,041.66	20,041.66	20,041.66	20,041.66	20,041.66	20,041.66	20,041.66	20,041.66	20,041.66	20,041.66	20,041.66	240,500.00
Minor Capital Item 17505		35,000.00												35,000.00
Nursing Home Complex Care Supplements	13059	1,933.37	1,933.33	1,933.33	1,933.33	1,933.33	1,933.33	1,933.33	1,933.33	1,933.33	1,933.33	1,933.33	1,933.33	23,200.00
Service Funding		1,933.37	1,933.33	1,933.33	1,933.33	1,933.33	1,933.33	1,933.33	1,933.33	1,933.33	1,933.33	1,933.33	1,933.33	23,200.00
Service Agreement		56,975.11	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	21,974.99	298,700.00

Note: GST is not included in the Activity Payment Schedule. Please refer to the Financial Summary and Service Plan Payment Schedule for indicative GST amounts. The RCTI provided at the time of payment will identify the exact GST payable for each activity payment. The payment schedule provides information of proposed payments to be made over the current financial year of the service agreement and is indicative only.

Funding may change through either an adjustment to price or a variation to the agreement. A financial year payment schedule will be provided at the commencement of each financial year for the remaining years of the service agreement.

Agreement No.: 16051
ABC Care Inc

Aged Care - ABC Care Inc Southern Metropolitan	Service Plan Base Funding (Recurrent) \$ 263,700.00	Service Plan Non Base (Non Recurrent) \$ 0.00	Service Plan Minor Capital Funding \$ 35,000.00
01/07/2004 to 30/06/2005 Total: \$ 298,700.00			

13035 Carer Support- Flexible Respite			
Total: \$ 275,500.00	\$ 240,500.00	\$ 0.00	\$ 35,000.00

Performance Measures	Target	Unit	Cycle
Key output measure:Hours of direct service	500.00	Hours	Quarterly
- Southern Metropolitan	500.00		
Number of carers provided with a service	300.00	Carers	Quarterly
Percentage of respite provided overnight	60.00	Percentage	Quarterly
The delivery of quality flexible respite training and developmnet courses.	10.00	Courses	Half-Yearly

13059 Nursing Home Complex Care Supplements			
Total: \$ 23,200.00	\$ 23,200.00	\$ 0.00	\$ 0.00

Performance Measures	Target	Unit	Cycle
Key output measure:Number of occupied beddays	750.00	Occupied beddays	Monthly
- Frankston (C)	375.00		
- Mornington Peninsula (S)	375.00		

Service Standards and Guidelines

Aged Care Act 1997, Reprint 3 as in force on 12 September 2002 (Commonwealth)	13059 - Nursing Home Complex Care Supplements
Commonwealth Department of Health and Ageing, The Residential Care Manual 2002	13059 - Nursing Home Complex Care Supplements
DHS Fire Risk Management Standard 2002 2003	13059 - Nursing Home Complex Care Supplements
Lead Tenant - Home Based Care Service Fire Safety Standard	13035 - Carer Support- Flexible Respite
Program Guidelines - Support for carers of people with demintia, February 2003	13035 - Carer Support- Flexible Respite
Support for Carers Program-Aged Care Funded Carer Initiatives 2004-06 Revised Guidelines for completing the Quarterly Output Collection Form	13035 - Carer Support- Flexible Respite
The Home and Community Care National Standards Instrument and Guidelines, Commonwealth Department of Health and Ageing (2000)	13035 - Carer Support- Flexible Respite
Victoria s Carer Initiatives Strengthening the Partnership, Department of Human Services 1996	13035 - Carer Support- Flexible Respite
Victoria s Strategy for Carers - Aged Care Initiatives, Tender Specifications, Department of Human Services December 1996	13035 - Carer Support- Flexible Respite

Data Collection Requirements

AIMS reporting	13059 - Nursing Home Complex Care Supplements
Support for Carers Program - Aged Care Carers Program Quarterly Output Collection	13035 - Carer Support- Flexible Respite

DHS/Agency Relationship Information

Purpose

To enable agencies to represent (or detail) specific agency issues and possible support requests, such as recognition of agency financial contribution to service history; agencies business planning processes and governance functioning (or governance arrangements)

DHS and the agency are working towards a more transparent funding arrangement and will review all historical funding.

Agreement Level Information

Review funding levels for all outlets for the funded activities.

Service Plan Level Information (Other Requirements)

ABC Care Inc
Aged Care - Southern Metropolitan

This agency agrees to meet the standards of the Aged Care Quality Framework.

Outstanding Issues

The following service plans are subject to further negotiation.
However the funding as documented in the agreement will be provided until changed by a variation.

**FINANCIAL ACCOUNTABILITY REQUIREMENTS
FOR AGENCIES FUNDED BY THE DEPARTMENT OF HUMAN SERVICES
FOR PROVISION OF SERVICES**

AGENCY: ABC Care Inc

LEAD REGION/ DIVISION: Southern Metropolitan

SCHEDULE CONTENTS

The attached schedules consist of the following statements / certificates:

Annual Financial or Cash Indicators Statement

Agency Certification

Reporting Requirements

In accordance with requirements referred in Schedule One in this agreement, agencies must comply with the following financial accountability and certification requirements.

a) Agencies that **are not** required by legislation to produce **audited** financial statements must accurately complete and provide an:

- (i) Agency Certification; and**
- (ii) Annual Cash Indicators Statement**

b) Agencies that **are** required by legislation to produce audited financial statements must accurately complete and provide an:

- (i) Agency Certification; and**
- (ii) Annual Financial Indicators Statement; and**
- (iii) Audit Report.**

DUE DATES

Annual returns are due by 30 September in the financial year of the following year detailed in this agreement.

Quarterly (interim) returns may be requested by the lead Region or Division.

Where requested these are due on :

1st Quarter - 16 November

2nd Quarter and Mid Year - 28 February

3rd Quarter - 16 May

AUDITED ANNUAL REPORT

Where required, must be submitted for all incorporated bodies within 90 days after the end of the financial year in which the funding was received by the organisation.

Where required, the Statement of Financial Performance is GST exclusive. GST paid by DHS to agencies but not reimbursed by the agency to the Australian Taxation Office would be recorded on the Statement of Financial Position.

Please return the Financial Accountability Requirements (FAR) to Southern Metropolitan. If you have any queries please contact your lead Region or Division.

(SAMPLE) ANNUAL FINANCIAL INDICATORS STATEMENT

	From To	From To
	\$	\$
Statement of Financial Performance (For the year ended 30th June 2003)		
Revenues from Ordinary Activities		
Employee benefits expense		
Depreciation and amortisation expenses		
Lease expenses		
Borrowing costs expense		
Other expenses		
Net Surplus or Deficit		
Statement of Financial Position as at 30th June 2003		
Current Assets		
Cash assets		
Receivables		
Other financial assets		
Inventories		
Total Current Assets		
Non Current Assets		
Receivables		
Other financial assets		
Property, plant and equipment		
Intangibles		
Total Non-Current Assets		
Total Assets		
Current Liabilities		
Payables		
Interest bearing liabilities		
Other provisions		
Total Current Liabilities		
Non Current Liabilities		
Payables		
Interest bearing liabilities		
Total Non Current Liabilities		
Total Liabilities		
Net Assets		
Equity		
Contributed equity		
Reserves		
Retained profits		
Total Equity		
Other Required Information		
Cash held for restricted purposes	(**) ¹	
Prepayments	(*)	
LSL not expected to be paid within next 12 months	(**) ²	
Capital Grants	(*)	
Unapplied grant revenues	(**)	
Cash backing for employee entitlements	³	

(*) Information not contained on the face of the financial statements per Australian Accounting Standard AASB 1018/AAS1 and AASB1040/AAS36. To be sourced from Notes to the financial statements

(**) Information not disclosed in the face of the financial statements, but required in the preparation of the statements and the audit process.

¹ Where cash balance is included in total current assets

² This is the amount of long service leave included in "Current other provisions" that is not expected to be paid to employees within the next 12 months.

³ This is an estimate of how much the long service leave provision shown in your Statement of Financial Position is backed by cash reserves.

ANNUAL CASH INDICATORS STATEMENT

* When total cash receipts are in excess of \$200,000 for an incorporated association, then audited financial statements must be prepared (Associations Incorporation Act) and the DHS Annual Financial Indicators Statement and Audit Report should be prepared instead of this Annual Cash Indicators Statement.

A) CASH RECEIPTS AND EXPENSES (for the year ended 30th June 200x)

Cash Receipts

DHS ordinary Grant	
Specific purpose funds (eg DHS capital grant)	
Fees	
Other	
Total cash receipts *	

Cash Expenses ⁽¹⁾

Salaries and wages	
Rent	
Other (eg program expenses, consumables)	
Total cash expenditure	
Net Cash Surplus / (Deficit)	

B) CASH BALANCES AS AT 30th June 200x)

Bank account balance(s) ⁽²⁾	
Investments	
Bank overdraft (if any)	
Cash held for staff provisions (eg LSL)	
Reserved funds ⁽³⁾	

¹⁾ Cash expenses should exclude major equipment purchases

²⁾ Summed total of cash balances as shown on the bank statements

³⁾ This should include any amounts that are committed to other expenditure (eg cash raised specifically for purchase of equipment)

AGENCY CERTIFICATION

Managers' Annual Certificate **SAMPLE (Annual Return)**

We certify that, ABC Care Inc has complied with the terms and conditions of the Service Agreement dated _____ and has expended funding received from the Department of Human Services on the services as specified in schedule 3 of that Agreement.

We certify that, ABC Care Inc, is a financially viable Agency to continue to provide services on behalf of the Department of Human Services.

We certify that, ABC Care Inc, is / is not (*cross out not applicable*) required to produce **audited** financial statements and has adhered to the relevant incorporation governing legislation in respect of financial account preparation and lodgement and any other requirements as specified by the relevant governing legislation.

We certify that the attached Financial Accountability Requirements Statement for

ABC Care Inc ("the Agency")

for the year ended: 30th June 2003

- _____ fairly presents the financial position for the year then ended and performance as at 30th June 2003.
as required by the Department of Human Services;

and where the Agency is required to produce audited financial statements:

- _____ the statements have been extracted from the accounting records of the Organisation which have been prepared on the basis of accounting policies consistent with applicable Australian Accounting Standards (AAS) and/or Australian Accounting Standards Board (AASB); and
- _____ are GST exclusive for the Statement of Financial Performance

(NAME OF CHAIRPERSON, DIRECTOR, CHIEF EXECUTIVE OFFICER, OR PRESIDENT)

(POSITION)

(SIGNATURE)

(DATE)

(NAME OF PRINCIPAL ACCOUNTING OFFICER OR TREASURER)

(POSITION)

(SIGNATURE)

(DATE)

