

# Changes to Funding Agreements - Information for Funded Organisations

## Information for prospective FaHCSIA Funding Recipients for Funding from 11 May 2011

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This information is to advise of changes that have been incorporated into the Terms & Conditions and the accompanying agreement Schedule for all funding offered and provided under the FaHCSIA Standard Funding Agreement from 11 May 2011.

### Revised Terms & Conditions:

The revised terms and conditions from 11 May 2011 reflect the changes in FaHCSIA policies and external reviews of some of FaHCSIA's processes. The changes are summarised as follows:

<b>Clause 3 Your obligations in carrying out the Activity</b>	<p>3.4 You must now have a documented Complaints Handling mechanism and if your clients are dissatisfied with the results following their complaints, you must refer your clients to our complaints service.</p> <p>The FaHCSIA website contains information on a best practice model for a complaints handling mechanism as well as contact details for our Complaints Service - <a href="http://www.fahcsia.gov.au">www.fahcsia.gov.au</a></p>
<b>Clause 5 Your obligation to keep records and provide reports</b>	<p>5.1 (b) You are required to keep Client records in accordance with this Agreement and any legislative requirements.</p> <p>5.1 (B) This clause formally notifies you that to provide false or misleading information is an offence under Section 137.1 of the <i>Criminal Code Act 1995</i> (Cth).</p> <p>5.5 Clarifies that 'access' includes access to your Premises (which means premises occupied by you or where any obligation under this Agreement is undertaken and/or wherever any Assets may be located).</p>
<b>Clause 6 Paying the Funding</b>	<p>6.1 The words '<i>Subject to parliamentary appropriation</i>' have been inserted into this clause.</p>
<b>Clause 7 Financial Security</b>	<p>The revised wording of this clause now limits the possible requirement for a Financial security up to the value of the funding provided.</p>
<b>Clause 10 Acquitting the Funding</b>	<p>10.3 The definitions of persons who can independently audit financial acquittal reports has been refined to stipulate that they must have certification or membership to or from the listed Australian association, institution or as defined under the <i>Corporations Act 2001</i> (Cth).</p>
<b>Clause 11 Repayment of Funding</b>	<p>11.1 Where you are unable to spend the funding in accordance with the Agreement, this change enables the repayment of funding during the life of the Agreement and not just after an acquittal has been done.</p>
<b>Clause 16 Privacy Issues</b>	<p>16.2 (b) Now allows for state or territory public interest determinations or privacy determinations to be taken into account as applicable.</p>
<b>Clause 19 Vulnerable Persons</b>	<p>Changes to 19.2(a) and 19.3(a) acknowledge that some existing 'card' systems provide the same or more detailed checking as a Police Check</p>

and therefore may be substituted for of Police Check.

Clause 37 (d) Letter of Funding has been removed from the Priority of documents list as it no longer forms part of the Standard Funding Agreement

**Priority of documents**

Clause 40 A definition for **Subcontractor** has been included.

**Definitions**

A full copy of the revised *Standard Funding Agreement Terms & Conditions 11 May 2011* can be found at: [General Information on Funding](#).

Other information about doing business with FaHCSIA can be found at: [Doing Business with FaHCSIA](#).

There are a number of other matters which will be covered in either the Letter of Funding, Funding Agreement Schedule or as Supplementary Conditions and relate to those particular grants as required. These matters include:

**Location Reporting**

Organisations are now required to provide FaHCSIA with the details of the physical location of their outlets and the service area that they cover.

The information is required to meet the Department's planning, policy development and accountability needs. The Department now reports on its funding impact across Australia, including Regional Australia, and this information will help us do this.

The Department is also placing considerable emphasis on providing information to Australians on where services are available in their locality. The name, address and description of service outlets will be made available on a website to assist Australians find services in their region. For this reason, it is important that the information is kept up to date.

The Department's intent is to also publish grant attribution by location on its website to assist researchers better understand service delivery patterns across Australia. Given the importance of the locational data, the Department has changed the Standard Funding Agreement Schedule so that all location types, outlet names and addresses are listed in the funding agreement schedule. All service areas are also included in the funding agreement schedule. It now becomes a notifiable event for organisations to let the Department know within 30 days if the location is no longer operational or new locations are available and if the service area has changed.

For all grant funding provided, the Department is seeking details of organisation/s/services that are involved in the delivery of, or are receiving sustained assistance as a result of, funded activities. This includes:

- directly funded organisation sub-outlets, outreach services, enclaves, mobile services etc;
- on-funded organisations, consortia members; and
- organisations that are receiving ongoing and substantive support through the funded activity

For each of these categories, the following information is required:

- organisation name and physical address; and
- the estimated amount of grant funding by financial year for each location.

The Department's intent is to publish the allocation of grant information by location on its website.

**Emerging Issues:**

The Australian Government recognises your significant role in delivering funded services and as issues emerge that may impact on our funding relationship with you; we will communicate and work collaboratively with you to resolve these issues.