



**Australian Government**

**Department of Families, Housing,  
Community Services and Indigenous Affairs**

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Facsimile: 1300 853 859  
Email: cfcp@fahcsia.gov.au  
Website: www.fahcsia.gov.au/cfcp  
TTY: 1800 260 402

[Date]

[Address]

Dear [Name]

I am pleased to advise that I have approved funding of \$[amount] (GST excl) as identified in the table below, for your organisation to deliver **Commonwealth Financial Counselling (CFC)** services under the Financial Management Program and to undertake the Activities described in the attached Schedule.

**CFC (General):**

Funding Year	Funding Amount (GST excl.)*
2008-2009	\$

\*Please refer to Item F1 of the Schedule for GST specific details.

This Letter of Offer, the Schedule and the attached FaHCSIA Long Form Funding Agreement Terms and Conditions dated March 2007 form the entire Funding Agreement relating to the funding and, except for action the Department is expressly authorised to take, can only be varied by written agreement between you and us.

In the event of any inconsistency between this Letter of Offer, the Terms and Conditions, the Schedule and any annexure or other documents incorporated by reference, then the Terms and Conditions take precedence.

This offer of funding does not imply any commitment to further funding from the Department and is subject to execution of the Funding Agreement and your compliance with it. The Funding Agreement is executed by signing this Letter of Offer as described below.

Please read the Funding Agreement carefully as the Department may exercise any of its rights under the Funding Agreement if you fail to meet your obligations under the Funding Agreement.

Should you accept this offer you are agreeing to:

1. use the funding to meet the objectives as set out in the Schedule, and for nothing else, and
2. the Terms and Conditions dated March 2007 as attached.

If you believe that you will have difficulties complying with any part of the Funding Agreement, then you will need to resolve these before executing this Funding Agreement. If you are uncertain about any aspects of this Funding Agreement you should seek independent legal advice before execution.

You can accept this offer by completing the relevant execution clause on both copies of the Funding Agreement (but not dating it) and returning them to us (Attention: [name]) at the above address within 30 days of the date of this letter. If you do not execute and return both copies of the Funding Agreement within 30 days then this offer will lapse unless we notify you in writing beforehand that we agree to extend the time in which you are to respond. Once we receive both executed copies of the Funding Agreement we will execute and date them and return one copy to you for your organisation's records.

You must also provide written confirmation of your Authorised Deposit-Taking Institution Account details (see enclosed form) to us (Attention: [name]) within 30 days of the date of this letter.

If you have any questions, please contact [name] on [phone number] or email [email address]

Yours sincerely

[Name]  
Branch Manager  
[Branch]

**Parties**                    **Commonwealth of Australia**, as represented by and acting through The Department of Families, Housing, Community Services and Indigenous Affairs **ABN 36 342 015 855** of Tuggeranong Office Park, Athllon Drive, Greenway ACT 2905 ("**Department**", "**Us**", "**We**" or "**Our**")  
[**Organisation**] of [Legal Address] ("**You**" or "**Your**")

**Executed** as an agreement on     /     /2008.

**Signed** for and on behalf of the **Commonwealth of Australia** by the **relevant Departmental Delegate**, represented by and acting through the Department of Families, Housing, Community Services and Indigenous Affairs, **ABN 36 342 015 855**, in the presence of:

\_\_\_\_\_  
(Signature of Departmental Representative)

\_\_\_\_\_  
[name]

\_\_\_\_\_  
(Name of Departmental Representative)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_

\_\_\_\_\_  
(Name of Witness in full)

**The Common Seal**, if applicable, of [Organisation] was affixed here in accordance with its rules in the presence of:

\_\_\_\_\_  
(Signature of Public Officer)

\_\_\_\_\_  
(Name of Public Officer)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of committee member/secretary)

\_\_\_\_\_  
(Name of committee member/secretary in full)

\_\_\_\_\_  
Date

**By executing this Funding Agreement, I, the Funding Recipient warrant that: I have been provided with a copy of the Terms and Conditions dated March 2007 as part of this Funding Agreement and I have read and understood them and the actions that could be taken if I fail to comply with the Terms and Conditions.**

## SCHEDULE

You must comply with the FaHCSIA Long Form Funding Agreement Terms and Conditions dated March 2007 and the requirements of this Schedule.

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### Item A - Program (Clause 1 of Agreement)

#### A1 Name of Program

Financial Management Program — Commonwealth Financial Counselling

#### A2 Program Aims

The Financial Management Program aims to improve the financial self-reliance and wellbeing of individuals and families and its service strategies cover (but are not limited to) financial counselling, educating people in money management (including in retirement), support for people dealing with a financial crisis and finding ways to minimise problem gambling. Commonwealth Financial Counselling (CFC) is a service strategy under the Financial Management Program.

CFC services are funded by the Commonwealth Government to provide free quality financial counselling to people who are experiencing personal financial difficulties, including due to circumstances such as unemployment, sickness, credit over-commitment and family breakdown.

Activities undertaken by CFC financial counsellors include direct casework (e.g. provision of advice and information); individual/group advocacy and/or negotiation; referral; community education/development; and networking/liaison.

CFC organisations must endeavour to provide ‘value for money’ for the funding they receive from the Commonwealth Government. In assessing ‘value for money’, FaHCSIA may evaluate and monitor service delivery performance on the basis of (among other things) the ratio of service hours to funding and the ratio of service hours to clients serviced.

In undertaking CFC activities, organisations are expected to develop and/or maintain links with other relevant organisations in their region, including with a view to improving client outcomes.

Organisations must be non-profit community-based organisations incorporated under the relevant state or territory associations incorporation act (or established under other legislation) or local government organisations.

CFC services can be provided by a non-profit community-based organisation that is not incorporated if that organisation is subcontracted by a non-profit community-based organisation incorporated under the relevant state or territory associations incorporation act (or established under other legislation) or a local government organisation. In such a situation, the non-profit community-based organisation incorporated under the relevant state or territory associations incorporation act (or established under other legislation) or local government organisation will be the party that enters into the Funding Agreement with FaHCSIA and will have full responsibility

for the legal and financial accountability of CFC services. Subcontracting is subject to approval by FaHCSIA.

The basic component of CFC is known as 'CFC (General)'. From time to time, additional funding may be provided to meet specific needs.

CFC (General) is particularly focussed on low-income groups and provides free financial counselling to people who are experiencing personal financial difficulties, including due to circumstances such as unemployment, sickness, credit over-commitment and family breakdown.

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## **Item B - Activity (Clause 3.1 of Agreement)**

### **B1 Name of Activity**

Provision of Commonwealth Financial Counselling

### **B2 Activity Goals/Objectives**

You must use Your best efforts to achieve the following goals/objectives: contribute to the resolution of personal financial difficulties facing CFC clients; assist in improving the ability of CFC clients to manage their financial affairs in the future; and/or help to prevent people from getting into personal financial difficulties.

### **B3 What You must do**

You must do the following:

**B3.1** comply with the CFC Program Guidelines

**B3.2** ensure that Your CFC financial counsellors have undertaken appropriate training in order to have adequate skills and knowledge to satisfactorily provide CFC services

**B3.3** endeavour to meet the expectation that Your CFC financial counsellors are a member of, or eligible for membership of, a relevant financial counselling association

**B3.4** have a Client Service Charter which sets out how You will handle complaints by clients

**B.3.5** provide the reports specified in Item E

**B.3.6** provide CFC (General) for [Region] to meet the goals/objectives in Item B2

### **B4 When You must do it**

**B4.1** Activity Period

You must start the Activity on the Start Date and complete it by [date]. This is the "Activity Period".

**B4.2** When You must do certain things

Timing requirements include the due dates for reports set out in Item E.

### **B5 How We will measure Your performance of the Activity**

In measuring Your performance, We may take account of such things as: Your compliance with Your Funding Agreement; the content of your reports; client feedback; value for money (e.g. ratio of service hours to funding, ratio of service hours to clients serviced); effectiveness of Your links with relevant organisations; the extent to which Your activities result in resolution of Client problems; improvement in the ability of CFC clients to manage their financial affairs in the future; the quality/take-up of financial counselling and/or resource support activities.

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**Item C - Specified Personnel (Clause 3.1 (d) of Agreement)**

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**Item D - Form of acknowledgement of Our support (Clause 5 of Agreement)**

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**Item E - Reports (Clause 7.4 of Agreement)**

**E1 You must provide these Reports**

**E1.1** You must provide the following reports:

**CFC (General)**

Report	Description	Due Date
1*	Half-Yearly Report	
2*	Half-Yearly Report	
3*	End of Year Report	
4	Final Audited Financial Acquittal Report	

\* Department’s form (or customised version as approved by the Department) to be used

**E1.2** Each Report must contain the following information:

The Half-Yearly Report and the End of Year Report must contain the information specified in the Department’s report template.

**E1.3**

**E1.4** You must provide Us with one hard copy of signed Reports and one hard copy and/or an electronic copy (preferably in Microsoft Word format) of the other reports.

**E1.5**

**E1.6**

**E2 You must provide a final Audited Financial Acquittal Report**

**E2.1** You must provide a final Audited Financial Acquittal Report by the date specified in sub-Item E1 of this Schedule.

**E2.2** The final Audited Financial Acquittal Report must contain:

- a) the information set out in clause 7.4(a)(ii)

**E2.3** You must provide Us with one hard copy and/or an electronic copy (preferably in Microsoft Word or Adobe Acrobat) of the final Audited Financial Acquittal Report.

**E3 When You must provide Reports**

You must provide Us with the Reports at the following times:

See Item E1 and Item E2 of this Schedule.

**Item F - Payment of Funding (Clause 8 of Agreement)**

**F1 Total amount of Funding**

The total amount payable to You is:

**CFC (General):**

Activity payment (excluding GST)	\$
GST component	\$
<b>TOTAL AMOUNT PAYABLE</b>	<b>\$</b>

**F2 Amounts which You must treat as Funding for certain purposes (Clause 1.1 of the Agreement, definition of "Funding")**

Any income earned or generated by You from Your use of the Funding including:

- (a) interest earned from the investment of the Funds;
- (b) any fees paid to You by other persons for the provision of services to those persons for which You receive the Funding; and
- (c) if Clause 10 applies:
  - 1. where the proceeds of insurance paid to You to replace an Asset exceed the amount actually paid by You to replace the Asset; and
  - 2. any income received by You as a result of Your use of an Asset that reflects the proportion of the total cost of acquiring the Asset that was met by the Funding.

must be spent by You only on the Activity and in accordance with the Agreement, and You must comply with Clause 7 in respect of that income as if that income was Funding paid to You under the Agreement.

**F3 When payments will be made to You (Clause 8.1 of Agreement)**

If You comply with the terms of this Agreement, We will make payments of the Funds to You as set out below.

We will only make the payments set out below if You do the things related to those payments to Our satisfaction.

Payments will be made as follows:

**CFC (General):**

Indicative Payment Date	Relevant Milestone	Percentage of Total Amount Payable for 2008-09

#### **F4 Timing of payment and invoicing**

The date for payment is up to and including 30 days after:

- (a) We issue You with a Recipient Created Tax Invoice pursuant to clause 11.6 of this Agreement; or
- (b) You provide us with a Claim for Payment.

If We do not issue You with a Recipient Created Tax Invoice, You must provide us with a Claim for Payment which must:

- (a) subject to clause 11.5, be a tax invoice, as defined in the GST Act, if the supply is a Taxable Supply; and
- (b) include

- 1) the name of the Activity;
- 2) Your name and if applicable ABN;
- 3) name of the Departmental Officer;
- 4) the amount of Funds to be invoiced; and
- 5) a description of the part of the Activity the payment relates to.

#### **F5 Your Authorised Deposit-Taking Institution Account details (Clause 8.3 of Agreement)**

The funding will be paid into the Authorised Deposit-taking Institution nominated by You in writing. The Authorised Deposit-Taking Institution Account details need to be provided to the Department within **30** days of the date of the Letter of Offer.

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### **Item G - Financial Security (Clause 8.7 of Agreement)**

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### **Item H - Budget (Clause 9.5 of Agreement)**

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### **Item I - Assets (Clause 10 of Agreement)**

#### **I1 Application of Clause 10 of Agreement**

Clause 10 applies to this Agreement.



**I2 Approved Assets (see Clause 10.2 of Agreement)**

The following are the Assets We approve:

**I3 Assets which We own**

**I4 Assets Register**

**I4.1** You must keep an Assets Register in which You must record:

- (1) the date of purchase;
- (2) purchase price;
- (3) Asset description;
- (4) Asset location;
- (5) the proportion of the Funds used to create or acquire the Asset; and
- (6) (where relevant) details of Asset disposal including, but not limited to, the sale price and method of disposal.

**I4.2** You must provide copies of the Assets Register to the Departmental Officer if We request You to do so.

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**Item J - Intellectual Property (Clause 13.1 of Agreement)**

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**Item K - Confidential information (Clause 14 of Agreement)**

**K1** Our Confidential Information

Our Confidential Information includes the following

**K2** Your Confidential Information

Your Confidential Information is

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**Item L - Insurance requirements (Clause 17 of Agreement)**

You must have the following insurance:

- (a) Public Liability for not less than **\$10** million for each and every claim;
- (b) Workers' compensation as required by law;
- (c) Compulsory third party and comprehensive insurance for all motor vehicles that You acquire with the Funding;
- (d) Professional Indemnity for not less than **\$5** million per claim and in the aggregate, in a year;

(e)

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**Item M - Approved subcontractors (Clause 23.1 (b) of Agreement)**

The approved subcontractors are:

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**Item N - End Date of this Agreement (Clause 24 of Agreement)**

The End Date for this Agreement is

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**Item O - Addresses (Clause 32 of Agreement)**

**O1 Our Departmental Officer**

Name:

Postal Address:

Street Address:

Email Address:

Telephone:

Facsimile:

**O2 Your Project Manager**

Name: \_\_\_\_\_

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Street Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Facsimile: (\_\_\_\_) \_\_\_\_\_

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## **Item P - Additional Obligations under Supplementary Conditions (Clause 3.3 of Agreement)**

### **P1 Your obligations if the Activity or any part of the Activity relates to Vulnerable Persons**

P1.1 Prior to engaging any Person in relation to the Activity, or any part of the Activity You must

- a) conduct a Police Check for that Person;
- b) confirm that the Person is not prohibited under a law of the Commonwealth, State or Territory from being employed or engaged in any capacity where they may have contact with Vulnerable Persons; and
- c) comply with all other requirements of applicable laws of the Commonwealth, State or Territory in which the Activity or part of the Activity is being conducted in relation to employment of Persons or engagement of Persons in any capacity where they may have contact with Vulnerable Persons.

P1.2 You warrant that You have complied with sub-Item P1.1.

P1.3 The warranty in sub-Item P1.2 is repeated every time You engage any Person in relation to the Activity, or any part of the Activity.

### **P2 Persons with a Serious Record or Criminal or Court Record**

P2.1 You must not engage a Person where the Police Check for that Person states that they have a Serious Record.

P2.2 You must not engage a Person where the Police Check for that Person states that they have a Criminal or Court Record unless You have conducted and documented a risk assessment for that Person.

P2.3 You will be wholly responsible for conducting the risk assessment, assessing the outcome of the risk assessment and making any decision to engage a Person to work on the Activity, or part of the Activity who has a Criminal or Court Record.

### **P3 Your obligations while a Person is engaged**

P3.1 If, following the engagement of a Person, that Person is:

- a) charged with a Serious Offence, You must comply with all applicable laws in the State or Territory in which the Activity or part of the Activity is being conducted in relation to Persons working in or acting in any capacity where they may have contact with Vulnerable Persons; or

- b) convicted of a Serious Offence You must remove them from working in any position or acting in any capacity in relation to the Activity or any part of the Activity.

P3.2 If, following the engagement of a Person, that Person is either charged or convicted of any Other Offence You must:

- a. conduct and document a risk assessment of that Person within 24 hours of becoming aware of that Person being charged or convicted of any Other Offence in compliance with P2.2 and P2.3 in order to allow that Person to continue performing the Activity or any part of the Activity; and
- b. document the actions You will take as a result of conducting a risk assessment of that Person.

#### **P4 Evidence on request**

P4.1 You must promptly provide, if We so require from You, satisfactory evidence that You have complied with the requirements of sub-Items P1, P2 and P3.

#### **P5 Obligations in subcontracts**

P5.1 You must reflect Your obligations under this Item P in all subcontracts You enter into in relation to the Activity or part of the Activity.

#### **P6 Definitions**

In this Item P:

1. **“Child”** or **“Children”** means an individual or group of individuals under the age of 18;
2. **“Criminal or Court Record”** means any record of any Other Offence;
3. **“Other Offence”** means a conviction, finding of guilt, on-the-spot fine for, or court order relating to:
  - a) an apprehended violence or protection order made against the Person; or
  - b) one or more traffic offences involving speeding more than 30 kilometres over the speed limit, injury to a person or damage to property; or
  - c) a crime or offence involving the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance; or
  - d) a crime or offence involving violence against or the injury, but excluding the death of a person.
4. **“Person”** means each of Your officers, employees, contractors and volunteers;

5. **“Police Check”** means a formal inquiry made to the relevant police authority in a State or Territory and designed to obtain details of an individual’s criminal conviction or a finding of guilt in each State and Territory of Australia and in all non-Australian jurisdictions known to You where the Person has resided;
6. **“Serious Record”** means a conviction or any finding of guilt for a Serious Offence;
7. **“Serious Offence:”** means:
  - a) a crime or offence involving the death of a person;
  - b) a sex-related offence or a crime, including offences of sexual assault against an adult or minor, child pornography, or an indecent act involving a minor; or
  - c) a crime or offence involving dishonesty, fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services;
8. **“Vulnerable Person”** means:
  - a) a Child or Children; and
  - b) an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation by reason of age, illness, trauma or disability, or any other reason.

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## **Item Q - Conflict of Interest Policy (Clause 20.2 of Agreement)**

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## **Item R – Obligations to previous agreement (if applicable)**

R1