

DATED 1977

MINISTER OF COMMUNITY WELFARE

First Part

THE SALVATION ARMY (SOUTH AUSTRALIA)

PROPERTY TRUST

Second Part

AGREEMENT

1976

17

THIS AGREEMENT is made the _____ day of _____
¹⁹⁷⁷
 1976 BETWEEN MINISTER OF COMMUNITY WELFARE a body corporate constituted under Section 9 of the Community Welfare Act, 1972-1973, of 50 Grenfell Street, Adelaide, in the State of South Australia (hereinafter called "the Minister") of the first part and THE SALVATION ARMY (SOUTH AUSTRALIA) PROPERTY TRUST of 87 Pirie Street, Adelaide in the said State (hereinafter called "the Trust") of the second part WHEREAS the Trust conducts a residential home for children known as Eden Park Home for Boys at Mount Barker in the said State (hereinafter called "the Home") AND WHEREAS the Minister has agreed to provide financial assistance towards the conduct of the Home upon certain terms and conditions NOW IT IS HEREBY AGREED AS

FOLLOWS:-

1. The terms and conditions of this Agreement shall apply for the period commencing on the 1st day of January, ¹⁹⁷⁷ 1976 and finishing on the 31st day of December, ¹⁹⁷⁷ 1976.
2. The Trust shall continue to conduct the home at Mount Barker aforesaid or conduct a home at any other place in addition to or in substitution for the said Home as may be approved by the Minister in writing.
3. The Home shall be conducted for boys between eight and seventeen years of age who have been assessed as being severely emotionally disturbed and who are in need of long term residential care.
4. The number of children residing at the Home at any one time shall not exceed thirty six.
5. The buildings, equipment and other facilities at the Home shall be suitable for the purposes of a children's home and shall be kept in good repair and clean condition at all times.
6. The Minister or the Director-General of Community Welfare on

behalf of the Minister may request the Trust to admit a boy who has been placed under the care and control of the Minister and subject to the agreement of the Assessment Panel and the availability of accommodation the boy shall be admitted to the Home.

7. The Trust shall employ or make available at the Home the services of the following staff:-
 - (a) A qualified social worker or other person with qualifications and experience acceptable to the Residential Child Care Committee who for the purposes of this Agreement shall be deemed to be a social worker.
 - (b) At least nine residential care staff one of whom shall be the person in charge of the Home and three of whom shall have academic qualifications acceptable to the Residential Child Care Committee.
8. The Trust shall arrange for the provision of such medical, psychological and psychiatric services as are needed from time to time.
9. Only boys who have been assessed as severely emotionally disturbed shall be admitted to the Home. Assessment of each boy shall be carried out by an Assessment Panel comprising:-
 - (a) the Residential Child Care Committee's social worker who shall act as Chairman;
 - (b) the Home's social worker;
 - (c) a psychiatrist from a Child Guidance Clinic;
 - (d) a social worker or a mental health visitor from a Child Guidance Clinic;
 - (e) an Education Department Guidance Officer (where required); and
 - (f) any other person whom the panel may invite.

10. The Trust shall keep

- (1) a register containing the following particulars with respect to every boy admitted to the Home, so far as these particulars are reasonably ascertainable by it.
 - (a) the name, date and place of birth and religion (if any) of the boy,
 - (b) the names and addresses of the parents and brothers and sisters of the boy,
 - (c) the names and addresses of any persons other than the parents from whom the boy was received and their relationship to the boy,
 - (d) the date on which the boy was admitted to the Home and the date on which the boy left the Home,
 - (e) the names of any agencies assisting the family of the boy.
- (2) A file containing the initial and subsequent reports surrounding the circumstances of the boy made by the social worker, the reports, if any, made by the Assessment Panel, the decisions of the Board of Review relating to the boy and the planned programme for the boy.

11. A Board of Review consisting of the person in charge of the Home, the Home's social worker, the person with the immediate supervision of the boy, a community welfare worker from the Department for Community Welfare and a social worker or mental health visitor from a Child Guidance Clinic shall be constituted for the purpose of reviewing the circumstances and progress of each boy resident at the Home. A review of each boy shall be made by the Board at least once in every six months. The decisions of the Board of Review shall be implemented by the Trust.

12. A Committee to be known as the Programme Panel consisting of at

least the person in charge of the Home, the social worker employed at the Home and the person with the immediate supervision of each boy shall be constituted in respect of each boy for the purpose of planning a programme for his development. The programme shall include matters relating to his education, his personality development and behaviour, his contact with his family and other members of the community and such other matters as may assist in his development. The programme shall be reviewed at regular intervals. The programme for each boy shall be available for inspection by the Minister, the Director-General of Community Welfare or any authorised officer of the Department for Community Welfare at all reasonable times.

13. The Minister, any authorised officer of the Department for Community Welfare and the members of the Residential Child Care Committee shall be permitted to visit the Home at all reasonable hours to view the condition of the Home and assess its activities. The Minister and any authorised officer of the said Department shall be permitted to speak privately with any boy resident at the Home who has been placed under the care and control of the Minister.
14. (1) The Minister shall pay the Trust the amounts hereinafter set out for the purposes specified:-
- (a) An amount of ^{\$12,000} \$11,000 by twelve equal monthly instalments towards the cost of providing a full time social work service.
 - (b) An amount of ^{\$26,000} \$22,000 by twelve equal monthly instalments towards the cost of conducting the Home.
- (2) In cases of family hardship or non-payment by a child's parents, guardians or any other source the Home may apply

to the Director-General of Community Welfare for full or part-payment of the current foster subsidy.

- (3) The provisions of sub-clause (a) and (b) of clause (1) and clause (2) shall be subject to review if the Home is approved by the Federal Government for payments towards the cost of caring for the children.
15. The Trust shall keep proper books of account giving full details of the income received and the expenditure incurred in the conduct of the Home. A Statement of income and expenditure relating to the Home for the twelve months ending the 31st December 1976¹⁹⁷⁷ duly audited by a qualified auditor shall be sent to the Director-General of Community Welfare not later than the 28th day of February 1977¹⁹⁷⁸.
16. If in the opinion of the Minister, the Trust has made default in the due observance of any term or condition of this Agreement and if the default has not been rectified within one month after written notice thereof has been given to the Trust, the Minister may terminate this Agreement by written notice to the Trust.
17. At least three months before this Agreement is due to expire the Minister will advise the Trust whether he will enter into a further Agreement. If he intends to do so the parties hereto will thereupon negotiate a new Agreement not necessarily upon the same or similar terms as are provided in this Agreement.
18. A copy of this Agreement shall be kept at the Home and be available for perusal by any person authorised by the Minister.
19. In this Agreement the Residential Child Care Committee means the Committee known by that name constituted by the Minister.

IN WITNESS WHEREOF the parties hereto have hereunto set their seals
the day and year first hereinbefore written.

The Common Seal of the MINISTER OF
COMMUNITY WELFARE was hereunto
affixed by direction of the Minister
in the presence of:

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The Common Seal of THE SALVATION
ARMY (SOUTH AUSTRALIA) PROPERTY
TRUST was hereunto affixed in the
presence of:

.....

.....

Trustees

DATED

1977
1976

MINISTER OF COMMUNITY WELFARE

First Part

THE SALVATION ARMY (SOUTH AUSTRALIA)
PROPERTY TRUST

Second Part

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