

GRS 4164/8 Unit 3, File 14/6/1, Eden Park Boys Home (Salvation Army) Mt  
Barker (Wistow) 5251

DATED \_\_\_\_\_ 1981

BETWEEN:

MINISTER OF COMMUNITY WELFARE  
First Part

AND

THE SALVATION ARMY (SOUTH AUSTRALIA)  
PROPERTY TRUST  
Second Part

A G R E E M E N T

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THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 1981.

B E T W E E N MINISTER OF COMMUNITY WELFARE a body corporated constituted under Section 8 of the Community Welfare Act, 1972-1979 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 211 Rundle 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 the terms and conditions hereinafter set out NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. In this Agreement the "Residential Child Care Advisory Committee" means the Committee known by that name constituted by the Minister.
2. This Agreement shall commence on the 1st day of July, 1981 and shall continue until terminated pursuant to clause 20 or clause 21 hereof.
3. During the continuance of this Agreement, the Trust shall continue to conduct the Home at Mount Barker aforesaid.
4. 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.
5. The number of children residing at the Home at any one time shall not exceed thirty six.
6. 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.

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7. 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 guardianship of the Minister or under the control of the Director-General and subject to the agreement of the Manager of the Home and the Home's Social Worker, the boy shall be admitted to the Home.
8. The Trust shall ensure that during the continuance of this Agreement the person having the conduct or control of the Home shall be the holder of a current valid licence granted pursuant to Section 61 of the Community Welfare Act, 1972-1979 in respect of the Home (hereinafter called "the Licencee").
9. The Trust shall employ or make available at the Home the services of the following staff:-
  - (a) A qualified social worker or other persons with qualifications and experience acceptable to the Residential Child Care Advisory Committee who for the purposes of this Agreement shall be deemed to be a social worker (hereinafter called "the 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 Advisory Committee.
10. The Trust shall arrange for the provision of such medical, psychological and psychiatric services as are needed from time to time.

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11. Only boys who have been assessed as severely emotionally disturbed shall be admitted to the Home. The decision to admit a boy to the Home shall be made by the Manager of the Home and the Home's Social Worker after having obtained the opinion of a psychiatrist and/or having considered the child's needs as presented by the referring agency. Where the Manager of the Home and the Home's Social Worker are undecided as to whether it is in the best interests of the child for the child to be admitted to the Home, the Home's Social Worker shall through the Secretary of the Residential Child Care Advisory Committee refer the matter to an Assessment Panel established by the Minister.
12. The Trust shall keep -
  - (1) A Register containing the following particulars with respect to every boy admitted to the Home, so far as those 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.

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13. A Committee to be known as the Programme Panel consisting of at least the person supervising the Home subject to direction from the Licencee, the Social Worker 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, 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.
14. A Board of Review consisting of the person supervising the conduct of the Home subject to direction from the Licencee, the Home's Social Worker, the person with the immediate supervision of the boy, where desirable and possible the boy's parents, the Secretary of the Residential Child Care Advisory Committee or nominee (Chairman) the child's psychiatrist and where appropriate, mental health visitors from the Child Guidance Clinics and representatives of other agencies working with the boy or his family, 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 Home and the Trust.
15. The Minister, any authorised officer of the Department for Community Welfare and the members of the Residential Child Care Advisory 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 guardianship of the Minister or under the control of the Director-General.

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16. (1) The Minister may give such reasonable directions from time to time as he thinks fit as to the procedures and standards of care to be adopted at the Home and the Trust agrees to comply with any such directions.
- (2) the minimum procedures and standards of care to be adopted at the Home shall be those procedures and standards set out in "Residential Child Care Manual of Practice" dated May 1978 (as varied from time to time) prepared by the Residential Child Care Advisory Committee (hereinafter called "The Manual").
17. The needs of the children are more important than the administrative and staff arrangements of the Home. The Home may, with the agreement of the Manager of the Home and the Home's Social Worker, close for a specified period of time provided that:-
- (i) The Residential Child Care Advisory Committee has been notified two months prior to the intended closure.
- (ii) Appropriate arrangements are made for the care of boys in approved alternative situations.
- (iii) Appropriate arrangements are made for the care of a boy if he needs to return to the Hostel prior to the agreed upon time.
18. The Minister shall during the continuance of this Agreement pay to the Trust for the purpose of meeting the expenses of running the Home, the amounts hereinafter set out, namely:-
- (a) In respect of the period from 1 July 1981 to 30 June 1982 an amount of \$32,000 for the purpose of meeting the general expenses of running the Home which amount has already been paid or is payable as follows:-
- (i) An amount of \$10,668 has been paid by the Minister to the Trust prior to the execution of this Agreement (which sum the Trust hereby acknowledges to have received);

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- (ii) The balance of \$21,332 shall be payable by the Minister to the Trust by equal calendar monthly instalments of \$2,667 the first of such instalment to be paid on 1 November, 1981 and the last of such instalments to be paid on 1 June, 1982.
- (b) In respect of the period from 1 July, 1981 to 30 June, 1982 an amount of \$17,000 for the purpose of meeting the expenses of providing the Social Worker which amount has already been paid or is payable as follows:-
  - (i) An amount of \$5,000 has been paid by the Minister to the Trust prior to the execution of this Agreement (which sum the Trust hereby acknowledges to have received);
  - (ii) An amount of \$668 shall be paid by the Minister to the Trust forthwith upon the execution of this Agreement;
  - (iii) The balance of \$11,332 shall be payable by the Minister to the Trust by equal calendar monthly instalments of \$1,415 the first of such instalments to be paid on 1 November, 1981 and the last of such instalments to be paid on 1 June, 1982.
- (c) If this Agreement shall continue after the 30th day of June 1982 an amount of \$2,667 per calendar month until the termination of this Agreement for the purpose of meeting the general expenses of running the Home and an amount of \$1,415 per calendar month until the termination of this Agreement for the purpose of providing the Social Worker, the said payments to be made by the Minister to the Trust on the first day of each such calendar month.

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- (d) For children not in receipt of grants paid by the Australian Government, a subsidy for each child admitted to the Home to be ascertained by reference to the following formula:-

$$\text{F.S.R.} - \frac{(\text{M.P.})}{(1)} \times \frac{7}{\text{C.D}} = \text{S.}$$

where -

- F.S.R. = the weekly amount of the foster subsidy rate applicable at the time the subsidy is payable to the Trust and the Association. "Foster subsidy rate" means the subsidy payable to persons approved as foster parents under the Community Welfare Act, 1972-1979.
- M.P. = the total amount paid by parents during 1980 towards the maintenance of their children at the Home.
- D.C. = the total number of days on which children were during 1980 resident at the Home.
- S. = weekly subsidy payable.

The maintenance paid by parents in 1980 shall be calculated by the Trust and be subject to verification by the Minister. At the beginning of each month the Trust shall furnish the Director-General of Community Welfare with a statement showing the names of all children registered at the Home during the previous month, the date on which each child was admitted to the Home and the date on which any child left the Home. As soon as practicable after receipt of the statement the subsidy payable shall be forwarded to the Trust.

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19. (1) 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 as set out in "The Manual" relating to the Home for the period ending the 30th June 1982 duly audited by a qualified auditor shall be forwarded to the Director-General of Community Welfare not later than the 31st day of August, 1982.
- (2) For the purposes of clause 18(d) and subclause (1) of this clause the Trust shall upon request by the Minister of Community Welfare make all books of account and other financial records available for inspection by the Director-General of Community Welfare or any officer of the Department for Community Welfare duly authorised by the Director-General of Community Welfare to make such inspection.
20. Subject to clause 21 this Agreement may be terminated by either party giving to the other not less than one calendar months notice in writing expiring on the last day of such calendar month, and if the Minister is the person giving such notice of termination such notice shall not be given so as to have effect prior to the 30th day of June, 1982, unless an earlier date be mutually agreed upon and the Minister shall in such notice advise the Trust whether he would be prepared to enter into negotiations for a new Agreement.
21. If the Trust fails to observe any of the terms of this Agreement or the person having the care and conduct of the Home shall at any time during the continuance of this Agreement for any reason whatsoever not be the holder of a current valid licence pursuant to Section 61 of the Community Welfare Act, 1972-1979 then the Minister may give to the Trust fourteen days notice in writing of his intention to terminate this Agreement and shall set out therein the reasons for termination and upon the expiration this Agreement shall absolutely determine but without prejudice to any other right of action or remedy the Minister may have available to him.

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22. A copy of this Agreement shall be kept at the Home and be available for perusal by any person authorised by the Minister.

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

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

)  
.....*N.R. Beard*.....)

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

)  
.....*[Signature]*.....)

.....*Arthur Leinett*.....)

Trustees

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)  
*Bob Lount*  
.....)

)  
*Robert Lount*  
.....)

Trustees