



# Service Agreement – Funding and Service Details

## Child Safety and Youth

Version 1.3

**PLEASE NOTE:**

The Service Agreement comprises two parts:

- Funding and Service Details
- Standard Terms

**THE PARTIES:**

STATE OF QUEENSLAND, through the Department of Children, Youth Justice and Multicultural Affairs

and

<b>Funded organisation</b>	[insert]
<b>ABN/ACN</b>	[insert]
<b>Service Agreement number</b>	[Insert the service agreement number in <b>bold</b> .]

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# 1. Formation of Service Agreement

## 1.1 Service Agreement

- (a) A Service Agreement will be formed when these Funding and Service Details have been signed by both parties.
- (b) These Funding and Service Details must be read together with the Standard Terms\*.

*\*Note: Refer to the definition of 'Standard Terms' in clause 5 (Definitions and interpretation).*

## 1.2 Commencement and duration

<b>Agreement Commencement Date</b>	[insert a date in dd/mm/yyyy format]
<b>Agreement Expiry Date</b>	[insert a date in dd/mm/yyyy format <b>OR</b> insert 'The date of expiry or termination of the last remaining Funding Schedule.']

## 1.3 Funding Schedules

Each attached Funding Schedule prescribes:

- (a) Funding that We will provide to You, including the basis on which the Funding will be paid; and
- (b) the Services that You must deliver, specified in item 6.1.

## 1.4 Further versions and variation of terms

- (a) If these Funding and Service Details refer to a document, specification, guideline, policy, standard, framework or scheme\* that You must comply with, meet or have regard to, or that applies to any of the Funding or the Services:
  - (i) We may, from time to time, issue or approve a new version of that document, specification, guideline, policy, standard, framework or scheme;
  - (ii) We will notify You about any new version, the date that it is to take effect from and the Funding or Services to which it relates; and
  - (iii) from the date of effect stated in the notice, the new version will apply to the Funding or Services described in the notice.

*\*Note: If these Funding and Service Details refer to a document, specification, guideline, policy, standard, framework or scheme published or available on Our Website and You cannot locate it on Our Website, please contact Us and We will assist You or provide You with a copy.*

- (b) We may, from time to time, vary clause 3 (Departures from Standard Terms), clause 4 (Specific Terms of Funding) or clause 5 (Definitions and interpretation). This may include varying or omitting existing provisions or inserting new provisions. We will notify You about any such variation and the date that it is to take effect. From the date of effect stated in the notice, the varied clause will apply to all Funding and Services under the Service Agreement, including Funding already provided, or agreed to be provided, to You as at that date.
- (c) Nothing in clauses 1.4(a) or (b) will limit or affect any right of action or remedy that has accrued as at the date that the:
  - (i) new version of a document, specification, guideline, policy, standard, framework or scheme; or
  - (ii) varied clause 3 (Departures from Standard Terms), clause 4 (Specific Terms of Funding) or clause 5 (Definitions and interpretation),takes effect.

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## 2. Address and Contact details

### 2.1 Your address and Your Contact Officer

Your Contact Officer (person and/or position)	[insert]
Postal address	[insert]
Telephone number	[insert]
Fax number	[insert]
E-mail address	[insert]

### 2.2 Our address and Our Contact Officer

Our Contact Officer (person and/or position)	[insert]
Postal address	[insert]
Telephone number	[insert]
Fax number	[insert]
E-mail address	[insert]

*Note: These are the general address and contact details for the Service Agreement, including for the purposes of sending any notices under the Service Agreement.*

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## 3. Departures from Standard Terms

### 3.1 Clauses in Standard Terms that do not apply

The following clauses in the Standard Terms do not apply to the Service Agreement:

***Not applicable***

### 3.2 Clauses in Standard Terms that are modified

The following clauses in the Standard Terms are modified in the way specified below.

Clause from Standard Terms	Modification
Clause 27 (Dispute resolution)	You cannot seek a review under clauses 27.1 or 27.2 of the Standard Terms in relation to action We take under clause 4.3(e) or 4.8(e)(ii) of these Funding and Service Details.

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## 4. Specific Terms of Funding

### 4.1 Quality Standards

The Services must be delivered in compliance with the Quality Standards unless We notify You otherwise.

### 4.2 Assessment of compliance

- (a) You may be required to demonstrate or provide evidence that Services are being delivered in compliance with the Quality Standards.
- (b) The Quality Framework\* specifies the types of human services:
  - (i) that are In-Scope for Certification;
  - (ii) that are Self-Assessable; or

- (iii) in relation to which We may accept other current accreditation or certification as evidence that the Services are being delivered in compliance with the Quality Standards.

*\*Note: Refer to clause 1.4 regarding Our ability to issue new versions from time to time.*

- (c) Despite clause 4.2, We may notify You that Services are considered to be of a type described in subclauses 4.2(b)(i), (b)(ii) or (b)(iii) and, following receipt of such a notice, those Services will be treated as such for the purposes of the Service Agreement.

#### **4.3 Certification**

- (a) For Services that are In-Scope for Certification as at the Schedule Start Date, You must achieve Certification covering the Services by the earlier of:
  - (i) the completion of the first Certification Audit of You to occur after the Schedule Start Date; or
  - (ii) 18 months after the Schedule Start Date,unless We consider that achieving Certification within that timeframe is not appropriate or reasonably achievable and We agree a different timeframe with You.
- (b) For Services that become In-Scope for Certification at a date after the Schedule Start Date, You must achieve Certification covering the Services by the earlier of:
  - (i) the completion of the first Certification Audit of You to occur after that date; or
  - (ii) 18 months after that date,unless We consider that achieving Certification within that timeframe is not appropriate or reasonably achievable and We agree a different timeframe with You.
- (c) You must maintain all required Certification for the remainder of the Term.
- (d) You must cooperate with any Certification body in relation to any Certification Audit or other process under the Certification Scheme.
- (e) If You fail to achieve Certification within the timeframe required under clauses 4.3(a) or (b) or Certification is withdrawn, then, despite anything elsewhere in the Service Agreement, We may, by giving You notice, immediately suspend the Funding, or terminate the Funding Schedule, for any Services to which the Certification relates. We may do this without following the show cause process in the Standard Terms.
- (f) If, under clause 4.3(e):
  - (i) a Funding Schedule is terminated, the provisions in clauses 13.3(a) and 13.3(c) of the Standard Terms will apply; or
  - (ii) the Service Agreement is terminated, the provisions in clauses 13.3(b) and 13.3(c) of the Standard Terms will apply.

#### **4.4 Self-assessment**

- (a) Subject to clause 4.4(b), for Services that are Self-Assessable:
  - (i) You must self-assess whether those Services are being delivered in compliance with the Quality Standards, using the self-assessment tool available on or through Our Website or that forms part of any online self-assessment system that We notify You to use instead and in all cases in accordance with the Quality Framework; and
  - (ii) You must promptly and, in any case, immediately upon request, provide a copy of Your self-assessment to Us.
- (b) Clause 4.4(a) does not apply if You hold any current Certification.

#### **4.5 Other accreditation or certification**

For Services of a type described in clause 4.2(b)(iii), You must:

- (a) promptly and, in any case, immediately upon request, provide to Us a copy of any relevant accreditation or certification, together with any supporting or additional information that We may request; and
- (b) maintain that accreditation or certification for the Term.

#### **4.6 Performance review or audit rights not limited**

Nothing in clauses 4.2 to 4.5 limits Our Performance Review or audit rights under the Standard Terms.

#### 4.7 Audit reports

You agree that:

- (a) any Certification body that conducts a Certification Audit of You may provide Us with a copy of any audit report prepared and any information about You or any of the Services obtained in the course of conducting the Certification Audit; and
- (b) We may use any such Certification Audit report or information as part of Our standard and performance monitoring to ensure that You are complying with Your obligations under the Service Agreement.

#### 4.8 Licensing Requirements for Child Safety Placement Services

- (a) Without limiting any other provision of the Service Agreement, if the Services are, or include, Placement Services, clauses 4.8(b) to 4.8(d) apply.
- (b) If You hold a Care Service Licence to deliver services of the same type as the Services that the Funding is provided for and the address or service outlet through which the Services will be delivered is not included under the Care Service Licence:
  - (i) You must apply in the Approved Form for the Care Service Licence to be amended to include the address or service outlet, within 30 days of receiving the first payment of the Funding; and
  - (ii) Your application must be successful.
- (c) If You hold a Care Service Licence and the Care Service Licence does not include services of the same type as the Services that the Funding is provided for:
  - (i) You must apply in the Approved Form for the Care Service Licence to be amended to include services of the relevant type, within 30 days of Us inviting You to so apply; and
  - (ii) Your application must be successful.
- (d) If You do not hold a Care Service Licence, You must:
  - (i) apply in the Approved Form for a Care Service Licence that includes services of the same type as the Services that the Funding is provided for, within 30 days of Us inviting You to so apply; and
  - (ii) Your application must be successful.

*Note: Refer to clause 4.3 about Certification obligations. These apply in addition to the licensing obligations in this clause 4.8.*

- (e) If You hold a Care Service Licence, or are approved or otherwise authorised to deliver a service or activity under the Child Protection Act or another Act or regulatory scheme:
  - (i) You must ensure that the grounds and conditions upon which the licence, approval or authority was given, continue to be met for the duration of the Service Agreement; and
  - (ii) if the Care Service Licence, approval or authority is suspended, cancelled or surrendered, We may, by giving You notice, immediately vary or suspend the Funding, or terminate the Funding Schedule, for any Services:
    - A. to which the Care Service Licence, approval or authority relates;
    - B. that the Care Service Licence, approval or authority is required to lawfully deliver.We may do this without following the show cause process in the Standard Terms.
- (f) If, under clause 4.8(e)(ii):
  - (i) a Funding Schedule is terminated, the provisions in clauses 13.3(a) and 13.3(c) of the Standard Terms will apply; or
  - (ii) the Service Agreement is terminated, the provisions in clauses 13.3(b) and 13.3(c) of the Standard Terms will apply.

#### 4.9 Records and files for Service Users subject to Child Protection Act

- (a) You must maintain an individual file for each Service User.
- (b) Where the file or record relates to a Service User who is known to the State through the administration of the Child Protection Act, You must:
  - (i) allow Our officers or employees access to the file or records; and

- (ii) give the file or record to Us in the event that:
  - A. You cease to deliver the Services;
  - B. the Service User to whom the file or record relates is no longer subject to the Child Protection Act; or
  - C. the Service User to whom the file or record relates turns eighteen years of age.
- (c) Where, under clause 4.9 (b)(ii), We require You to give Us files or records, You:
  - (i) must give Us the original files and any records; and
  - (ii) may only keep copies of original files or records for recordkeeping purposes.
- (d) You must comply with all directions given to You by Us regarding the storage and destruction of any files or records (including copies of files) created during the performance of the Service Agreement.
- (e) This clause 4.9 will survive termination or expiration of the Service Agreement.

#### 4.10 Notification

Without limiting anything in the Standard Terms, You must immediately notify Us if:

- (a) You become aware of the death of, or life threatening injury or situation suffered by or involving, a Service User; or
- (b) You become aware of an incident described in clause 4.5(d) of the Standard Terms that involves harm, within the meaning of the Child Protection Act, to any Service User who is subject to the Child Protection Act.

#### 4.11 NDIS Plan

- (a) This clause 4.11 applies in any case where We determine or become aware, including through discussions with You, that Services being provided under (or with Funding provided under) a Funding Schedule are (or any part of them is) within the scope of a Service User's NDIS Plan and eligible to be provided or funded under that Service User's NDIS Plan.
- (b) Where this clause 4.11 applies:
  - (i) You must ensure that You are, and continue to be at all times during the currency of the relevant Funding Schedule, a registered provider under the NDIS;
  - (ii) You must ensure that, to the extent that the Services are (or any part of them is) within the scope of a particular Service User's NDIS Plan and eligible to be provided or funded under that Service User's NDIS Plan, the costs of delivering those Services are invoiced under the NDIS and not under this Service Agreement; and
  - (iii) We may, without limiting any other right We may have, reduce the amount of one or more future instalments of the Funding under the relevant Funding Schedule in relation to the particular Service User(s) to reflect:
    - A. the amount of Funding previously paid in relation to the Services that We determine to be, or to have been, within the scope of subclause 4.11(b)(ii); or
    - B. future amounts that We determine will be available for the costs of those Services under any particular Service User's NDIS Plan.
- (c) We will give You notice about the reduction of Funding under subclause 4.11(b)(iii) and, if We consider it appropriate, We may, by notice to You, issue to You a replacement Funding Schedule reflecting any ongoing adjustment of the Funding and, following receipt of that notice, the Service Agreement will be deemed automatically varied to include that replacement Funding Schedule in substitution for the previous Funding Schedule concerned.

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## 5. Definitions and interpretation for Funding and Service Details

5.1 In these Funding and Service Details, unless otherwise stated or a contrary intention appears:

“**Approved Form**” means the form approved by Us and provided or notified to You;

“**Care Service Licence**” means a licence to deliver care services, issued under the Child Protection Act;

“**Certification**” means certification for the purposes of the Certification Scheme, by an external body accredited by JAS-ANZ, that human services comply with the Quality Standards;

**“Certification Audit”** means a certification, re-certification or maintenance audit conducted under the Certification Scheme;

**“Certification Scheme”** means the ‘Human Services Scheme Part 1 – Common requirements for bodies certifying Human Services’ and ‘Human Services Scheme Part 2 – Additional requirements for bodies certifying Human Services in Queensland’ approved by JAS-ANZ under which bodies accredited by JAS-ANZ can, through Certification Audits, certify and re-certify that an organisation is delivering human services in compliance with the Quality Standards, published on the website at <http://www.jas-anz.com.au> or such other website as We may from time to time notify You;

**“Child Protection Act”** means the *Child Protection Act 1999*, as amended from time to time;

**“Geographic Catchment Area”**, means

- (a) if the Funding is from the youth funding stream, the area or areas where the Services are to be delivered, which, unless described otherwise, correspond to Australian Bureau of Statistics Statistical Areas; and
- (b) if the Funding is from the child safety funding stream, the area or areas where the Services are to be delivered, which, unless described otherwise, correspond to Our child safety service centre catchment areas or Australian Bureau of Statistics Statistical Areas;

**“In-Scope for Certification”** means, subject to clause 4.2(c), human services of a type subject to the audit and Certification requirements of the Certification Scheme, determined under the Quality Framework;

**“JAS-ANZ”** means the Joint Accreditation System of Australia and New Zealand;

**“NDIS”** means the Commonwealth’s National Disability Insurance Scheme, contained in the NDIS Act;

**“NDIS Act”** means the *National Disability Insurance Scheme Act 2013* (Cth), as amended from time to time;

**“NDIS Plan”** means a plan in effect under section 37 of the NDIS Act;

**“Online Reporting System”** means Our online reporting system for the electronic lodgement of data and reports under the Reporting Requirements, known as P2i, (Procure to Invest), which is available on Our Website, or such other system as is otherwise notified by Us to You from time to time

**“Our Website”** means the website at <https://www.cyjma.qld.gov.au> or such other website as We may from time to time notify You;

**“Placement Services”** means, in relation to Services, out-of-home care which involves physical, psychological and emotional care for children and young people when assessment by Us indicates that separation from their family is unavoidable to ensure the child or young person’s safety or wellbeing;

**“Quality Framework”** means the ‘Human Services Quality Framework’ published on Our Website at the Agreement Commencement Date and includes any new version from time to time notified to You under clause 1.4(a).

**“Quality Standards”** means the ‘Human Services Quality Standards’ forming part of the Quality Framework;

**“Self-Assessable”** means, subject to clause 4.2(c), human services of a type subject to self-assessment for compliance with the Quality Standards, determined under the Quality Framework; and

**“Standard Terms”** mean the document titled ‘*Service Agreement - Standard Terms*’ version 1.1, published on the website at <http://www.hpw.qld.gov.au/SiteCollectionDocuments/UpdateServiceAgreementStandardTerms.pdf> or such other website as We may from time to time notify You, as updated or replaced from time to time in accordance with clause 1.2(d) of the Standard Terms.

*Note: If You cannot locate the Standard Terms, please contact Us and We will assist You or provide You with a copy.*

**5.2** References to ‘items’ mean items in a Funding Schedule.

**5.3** Subject to clause 5.1, capitalised terms used in these Funding and Service Details have the meanings given in the Standard Terms.

# EXECUTED as an Agreement

**SIGNED** for and on behalf of **STATE OF QUEENSLAND**,  
acting through the Department of Children, Youth Justice  
and Multicultural Affairs by:  
\_\_\_\_\_  
(name)  
\_\_\_\_\_  
(title)

)  
)  
)  
)  
)  
)  
)  
\_\_\_\_\_  
(signature)

a duly authorised person, in the presence of:

\_\_\_\_\_  
(signature of witness)  
\_\_\_\_\_  
(name of witness)

\_\_\_\_\_  
(date)

**[CHOOSE ONE OF THE TWO EXECUTION CLAUSES BELOW. DELETE THIS TEXT]**

**[EXECUTION CLAUSE – Entity Other Than A Company. DELETE THIS TEXT]**

**SIGNED** by **[insert name] [insert position]** for and on  
behalf of **[insert name of funded organisation]** as its  
duly authorised officer, in the presence of:  
\_\_\_\_\_  
(signature of witness)  
\_\_\_\_\_  
(name of witness)

)  
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)  
\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(date)

**[OR EXECUTION CLAUSE – Company. DELETE THIS TEXT]**

**SIGNED** for and on behalf of **[insert name of corporation]** in accordance with section 127 of the  
*Corporations Act 2001*

\_\_\_\_\_  
(signature of director/secretary)  
\_\_\_\_\_  
(name of director/secretary)

\_\_\_\_\_  
(signature of director)  
\_\_\_\_\_  
(name of director)  
\_\_\_\_\_  
(date)