

STANDARD NOT FOR PROFIT SECTOR FUNDED SERVICES AGREEMENT



**Government
of South Australia**

TITLE:

NUMBER:

AGREEMENT made on

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")

AND: _____

THE NOT FOR PROFIT ORGANISATION NAMED IN ITEM 2 OF ATTACHMENT 1 ("NFP")

IT IS AGREED

- A. The Government Party wishes to provide Block Funding to the NFP for the purposes of providing the Funded Services to the community on the terms and conditions of this Agreement.
- B. This Agreement comprises this Execution Page, the Agreement Details (Attachment 1), the Standard Terms and Conditions (Attachment 2), the Special Conditions (Attachment 3), the Funded Services (Attachment 4), the Block Funding and Payment Details (Attachment 5) and the Acquittal Form (Attachment 6).

SIGNED by a duly authorised officer for and on)
 behalf of **THE GOVERNMENT PARTY NAMED**)
IN ITEM 1 OF ATTACHMENT 1 in the presence)
 of:)

.....
 Witness signature

.....
 Authorised officer signature

.....
 Witness name

.....
 Authorised officer name

SIGNATURE BLOCK

Attachment 1 – Agreement Details

Item 1	Government Party	Minister for Child Protection ABN 54 598 525 17 Level 12 North, 1 King William St, Adelaide SA 5000			
Item 2	Not for Profit Organisation (NFP)				
Item 3	Commencement Date				
Item 4	Expiry Date				
Item 5	Extension Period(s)	Number of extensions Not Applicable			
		Extension	Months	Start Date	End Date
		Extension 1			
		Extension 2			
		Extension 3			
		Final Extension			
Item 6	NFP's ABN				
		Registered for GST:			
Item 7	Contract Managers	Government Party: 31 Flinders Street, South Australia, 5000 GPO Box 1072 Adelaide, SA 5001	Contract Manager		
		NFP: Refer to the Contract Management Plan for contact details	Contract Manager		
Item 8	Named Persons				

Item 9	Purpose	<p>The NFP will provide _____ for Children and Young People who are under Guardianship or Custody of the Chief Executive or other order or authority.</p> <p>NOTE:</p> <ol style="list-style-type: none"> a. On a case by case basis, the Chief Executive may approve the NFP to provide the Funded Service to Children and Young People who are not under the Guardianship or Custody of the Chief Executive or other order or authority, and who do not meet the Service Region and/or Target Group criteria shown in Attachment 4. b. All Service Specifications, Service Provision Requirements, Legislation and Standards referenced in this agreement may change without notice, and it is the Service Provider's responsibility to remain aware and compliant with the most recent version throughout the provision of services.
Item 10	Reports and Meetings	<p>The NFP must comply with the Government Party's Reports and Meeting service provision requirements that are available at https://www.childprotection.sa.gov.au/service-providers/service-provision-requirements/reports-&-meetings.sa.gov.au</p>
Item 11	Block Funding and Payment Details	<p>Block Funding: _____ excl. GST, _____ incl. GST</p> <p>Manner of Payment: Quarterly in advance</p> <p>Payment Dates: 1st business day of the quarter</p> <p>Address for invoices: _____</p> <p>Refer to Attachment 5 - Block Funding and Payment for a detailed description of funding and payment</p>
Item 12	Tax Invoice Issuing Party	Government Party
Item 13	Block Funding Reconciliation Dates	Quarterly
Item 14	Additional NFP Financial Information	
Item 15	Service Credit/Abatement	
Item 16	Quality Standards	<p>The NFP must comply with the Government Party's Quality Standards requirements that are available at https://www.childprotection.sa.gov.au/service-providers/service-provision-requirements/quality-standards.sa.gov.au</p>

Item 17	Insurances Public Liability Insurance Professional Indemnity Insurance Other	Not less than \$TBC Professional Indemnity Insurance required [REDACTED] The Professional Indemnity Insurance held by the NFP must include a minimum run off period of 3 years [REDACTED]
Item 18	Liability Limit	[REDACTED] x the Total Block Funding Amount (Incl. GST)
Item 19	Additional Transition Requirements	
Item 20	Approved Subcontractors	
Item 21	Additional Personnel Checks	The NFP must comply with the Government Party's carer approval and personnel checks requirements that are available at https://www.childprotection.sa.gov.au/service-providers/service-provision-requirements/carrer-approval-personnel-checks-qualifications-and-training-sa.gov.au
Item 22	Notice Period for Termination for Convenience	
Item 23	Form of Block Funding Acknowledgement	

DRAFT EXAMPLE SPECIALIST FAMILY BASED CARE

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period(s) by giving reasonable notice in writing prior to the Expiry Date.

2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

3. PURPOSE

- 3.1 The NFP must use the Block Funding solely for the Purpose to achieve the Outcomes.

4. SUPPLY OF FUNDED SERVICES

- 4.1 The NFP must ensure that the NFP's Personnel provides the Funded Services described in Attachment 4 in accordance with the terms and conditions of this Agreement.
- 4.2 Where Attachment 1 specifies Named Persons, then the Funded Services must be delivered by those Named Persons.
- 4.3 The NFP may substitute a Named Person with the consent of the Government Party, subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 4.4 The NFP must ensure that Funded Services are delivered:
- (a) to a standard that meets or exceeds the Service Levels;
 - (b) in accordance with the quality standards specified in Attachment 1;
 - (c) in accordance with the warranties in clause 6; and
 - (d) in accordance with any policies and directions notified in writing by the Government Party to the NFP at the Commencement Date; and
 - (e) by any Milestone Dates.
- 4.5 If service credits or fee abatements are specified in Attachment 1 and if the NFP fails to meet a Service Level the Government Party's remedy will be the payment of that service credit or fee abatement.

5. SERVICE VARIATION

- 5.1 If either Party wishes to vary the scope of the Funded Services ("**Variation**"), it must follow the procedure set out below.
- 5.2 If the Government Party requires a Variation, it must issue a written request to the NFP and the NFP must within 14 days (or such other period as agreed) provide a written quote ("**Quote**") setting out the information specified in clause 5.4.
- 5.3 If the NFP requires a variation it must issue a Quote to the Government setting out the information specified in clause 5.4.
- 5.4 A Quote must contain the following information:
- (a) any impacts on the timing of or completion of tasks;
 - (b) any variation to the funding and payment arrangements; and
 - (c) any changes to the terms that apply to the performance of the Funded Services.
- 5.5 The Parties must negotiate in good faith to agree on the change to the funding and other terms applicable to the Variation.

- 5.6 If the Parties agree in writing to the terms of the Variation then:
- (a) the NFP must ensure that the Funded Services are performed as varied by the Variation;
 - (b) the Government Party must pay the varied Block Funding; and
 - (c) the terms and conditions of the Agreement are varied by the terms of the Variation.

6. NFP'S WARRANTIES

- 6.1 The NFP warrants that the Funded Services will:
- (a) comply with the description of the Funded Services in Attachment 4;
 - (b) be provided with due care and skill;
 - (c) be provided in a timely and efficient manner;
 - (d) be supplied without infringing any person's Intellectual Property Rights; and
 - (e) be supplied in the most cost effective manner consistent with the required level of quality and performance.
- 6.2 The NFP warrants that it has all rights, title, licences (including where relevant a labour hire licence), authorisations, consents and other approvals necessary to provide the Funded Services.

7. NFP'S PERSONNEL

- 7.1 The NFP, if required by the Government Party, must give its consent to and procure the consent of the NFP's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.
- 7.2 If the Government Party acting reasonably, considers any one or more of the NFP's Personnel to be an Unsuitable Person then the Government Party may give the NFP notice in writing requiring those persons to be withdrawn from supplying the Funded Services and the NFP must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.

8. FUNDING AND INVOICING

- 8.1 If the Tax Invoice Issuing Party is the Government Party:
- (a) the Parties agree that this Agreement satisfied the requirement for a written agreement specifying the supplies to which the Recipient Created Tax Invoice ("**RCTI**") relates;
 - (b) the Government Party must provide a copy of the Tax Invoice to the NFP within 30 days of the making, or determining of the value, of the Taxable Supply in respect of the Funded Services; and
 - (c) the NFP must not issue a Tax Invoice in respect of Funded Services the subject of the RCTI.
- 8.2 If the Tax Invoice Issuing Party is the NFP, the NFP may invoice the Government Party for payment in respect of Funded Services, in advance of the supply of the Funded Services.
- 8.3 The Government Party will pay the Block Funding in the amounts and at the times specified in Attachment 1 upon either production or receipt of a Tax Invoice.
- 8.4 The NFP must ensure that it can properly account for the Block Funding received under the Agreement.
- 8.5 For agreements greater than 12 months, on each anniversary of the Commencement Date during the period of the Agreement:
- (a) the amount of unpaid Block Funding will be indexed by the NFP Indexation Rate for that Financial Year; and
 - (b) the Government Party must issue a revised Schedule of Payments (including past amounts paid and indexed instalments payable for the remaining funding period).
- 8.6 Clause 8.5 does not apply if the Government Party advises the NFP that the Block Funding payable for each year of the Agreement has already been indexed by the NFP Sector Indexation Rate.

- 8.7 The NFP must create accruals and provisions that are consistent with prudent management and proper accounting practice to meet such obligations.
- 9. GST**
- 9.1 Subject to clause 9.2 the NFP represents that:
- (a) the ABN shown in Attachment 1 is the NFP's ABN; and
 - (b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth).
- 9.2 If the NFP is not registered for GST, then GST must not be charged on supplies made under this Agreement.
- 10. REPAYMENT OF UNALLOCATED OR MISUSED FUNDS**
- 10.1 Upon each anniversary of the Commencement Date during the Agreement or other date as may be specified in Attachment 1 ("**Block Funding Reconciliation Date**") and at the end of the Agreement, if the NFP has not expended all of the Block Funding, it must notify the Government Party of the unexpended amount and may submit a written request for retention or carryover of unexpended amounts specifying:
- (a) the amount to be retained or carried over; and
 - (b) the purpose for which the unexpended amount will be used.
- 10.2 The Government Party must consider the NFP's request and notify the NFP in writing whether it:
- (a) agrees that the NFP may retain or carry over all or part of the unexpended amount; or
 - (b) requires the NFP to repay all or part of that amount as notified by the Government Party, to the Government Party within 30 days of receipt of the notice from the Government Party.
- 10.3 If the NFP does not apply any part of the Block Funding for the Purpose the Government Party may require the NFP to repay the portion of misused Block Funding within 30 days of a written demand from the Government Party.
- 11. PROVISION OF INFORMATION**
- 11.1 The NFP must provide those reports and other documents and must attend meetings as specified in Attachment 1.
- 11.2 If the Government Party requires additional reports to those specified in clause 11.1, the NFP must provide a quote of its reasonable costs in preparing the additional reports and if the Government Party accepts the quote the NFP must provide those reports.
- 11.3 The NFP must immediately inform the Government Party of any significant changes to the nature and/or scope of the activities conducted by the NFP which would impact on the Purpose or the Outcomes under this Agreement.
- 12. FINANCIAL REPORTING AND AUDITING**
- 12.1 The NFP must provide an acquittal in relation to the expenditure of all Block Funding under this Agreement using the form in Attachment 6:
- (a) certifying that the Block Funding has been properly spent, in accordance with the requirements of the Agreement;
 - (b) signed by two persons authorised by the NFP's board of management (or equivalent); and
 - (c) within three months of the end of each Financial Year during the Term or other dates as may be specified in Attachment 1 ("**Block Funding Reconciliation Dates**").
- 12.2 If the NFP is required by law to prepare audited financial statements, the NFP must provide the Government Party with copies of such audited financial statements, within 6 months of the end of each Financial Year during the Term.
- 12.3 If the NFP is not required by law to prepare audited financial statements, and only if specified in Attachment 1, the NFP must provide the Government Party with the following financial statements, within six months of the end of each Financial Year during the Term:
- (a) A balance sheet;
 - (b) An income and expenditure statement; and
 - (c) A statement of changes in equity for the financial year (together "**Additional NFP Financial Information**").
- 12.4 The NFP agrees the Government Party may direct that the financial accounts of the NFP be audited at the Government Party's cost and that the Government Party may specify the minimum qualification that must be held by the person appointed to conduct the audit.
- 12.5 If the audit discloses that the NFP has applied the Block Funding for a purpose other than the Purpose then the Recipient will be required to reimburse the Government Party the costs of the audit and clause 10.3 will apply.
- 13. INSPECTION**
- 13.1 Where the Government Party reasonably suspects that the Block Funding has not been used for the Purpose the Government Party may on giving reasonable written notice to the NFP, enter the premises of and inspect the operations of the NFP (including equipment, premises, accounting records, documents and information) and interview the NFP's Personnel on matters pertaining to the operations and reporting obligations of the NFP under this Agreement..
- 14. INTELLECTUAL PROPERTY RIGHTS**
- 14.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 14.2 The NFP grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.
- 15. CONFIDENTIAL INFORMATION**
- 15.1 Subject to this clause 15, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 15.2 A Party may disclose Confidential Information belonging to the other Party:
- (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
 - (b) as required by law or a court order;
 - (c) in accordance with any Parliamentary or constitutional convention; or
 - (d) for the purposes of prosecuting or defending proceedings.
- 15.3 The Parties may mutually agree to disclose Confidential Information.
- 16. PRIVACY**
- 16.1 The NFP must:
- (a) comply with the South Australian Government Information Privacy Principles (a copy of which can be found at <http://www.dpc.sa.gov.au/documents/rendition/B17711#sthash.s76QhRX6.dpuf>) ("**IPPs**") as if the NFP were an "agency" for the purposes of the IPPs, in undertaking its obligations under this Agreement including in relation to all Personal Information received, created or held by it for the purposes of this Agreement; and
 - (b) allow the Government Party to undertake, and cooperate with any audit or investigation which the Government Party deems necessary to verify that the NFP is complying with the IPPs.
- 16.2 The NFP must promptly notify the Government Party if it fails to comply with this clause or if it becomes aware of any actual or threatened disclosure of or unauthorised access to Personal Information.
- 17. PUBLICITY**
- 17.1 The NFP will acknowledge the Block Funding by the Government Party in any advertising, publicity or promotional

- material relating to this Agreement in the manner specified in Attachment 1.
- 17.2 The NFP will participate in promotional or publicity activity in relation to this Agreement as is reasonably required by the Government Party.
- 17.3 The NFP and the Government Party must use their best endeavour to mutually agree on the content of any public announcements or media releases about this Agreement.
- 17.4 If due to urgent circumstances or due to the nature and timing of the media request, it is not possible to provide prior notice of an announcement or media release to the other Party, then the Party making the announcement or media release must notify the other Party and provide a summary of the announcement or a copy of the media release as soon as possible after making the announcement or media release.
- 17.5 Nothing in this clause derogates from the operation of the *Not-for-Profit Sector Freedom to Advocate Act 2013*.
- 18. INSURANCE**
- 18.1 The NFP must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.
- 18.2 The policies of insurance referred to in clause 18.1 must be held during the Agreement and for any applicable run off period.
- 19. LIABILITY LIMIT**
- 19.1 The NFP's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.
- 20. SET-OFF**
- Any claim the Government Party may have against the NFP may be set off against monies owed to the NFP under this Agreement.
- 21. DISPUTE RESOLUTION**
- 21.1 Subject to clause 21.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 21.2 Either Party may give the other a notice in writing ("**dispute notice**") setting out the details of the dispute.
- 21.3 Within 7 days or such other period as may be agreed by the Parties, the Contract Managers must meet and use reasonable endeavours to resolve the dispute.
- 21.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.
- 22. ENDING THIS AGREEMENT**
- 22.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the NFP if:
- the Government Party reasonably forms the opinion that the NFP will be unable to perform its obligations under this Agreement;
 - the NFP is in breach of this Agreement and has not rectified such breach within 14 days of the Government Party giving notice in writing to the NFP requiring the rectification of such breach;
 - the NFP does not use the Block Funding for the Purpose to achieve the Outcomes (if specified in Attachment 1);
 - the Government Party becomes aware that the NFP is in material breach of its statutory obligations with respect to its employees;
 - the NFP fails to comply with a notice issued under clause 7.2; or
 - the NFP fails to disclose a conflict of interest; or
 - the NFP suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.
- 22.2 Either Party may terminate this Agreement without cause by giving the other Party the period of notice specified in Attachment 1 which must not be less than 3 months ("**Notice Period for Termination for Convenience**").
- 22.3 If the Government Party terminates this Agreement in accordance with clause 22.2:
- the NFP has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid:
 - for Funded Services provided before the effective termination date; and
 - subject to clause 22.4, any reasonable unavoidable costs directly attributable to the termination of the Agreement but the Government Party shall have no liability for any lost earnings or opportunity costs; and
 - the NFP must comply with all reasonable directions given by the Government Party.
- 22.4 The NFP must provide to the Government Party documentary evidence that it has incurred the costs referred to in clause 22.3 and if the claim is not disputed the Government Party must pay such claim within 30 days of receipt of the claim.
- 22.5 The NFP may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the NFP giving notice in writing to the Government Party requiring the rectification of such breach and the NFP is entitled to be paid for Funded Services provided before the effective termination date.
- 23. EFFECT OF ENDING THIS AGREEMENT**
- 23.1 Any termination of this Agreement by either Party does not affect any accrued right of either Party.
- 23.2 Despite termination or expiry of this Agreement, this clause 23 and clauses 6, 10, 11, 12, 13.1, 14, 15, 16, 18.2 (where there is a requirement to maintain professional indemnity insurance), 19, 20 and those Special Conditions that by their nature remain in force, will survive.
- 24. TRANSITION**
- 24.1 Upon the commencement of this Agreement and as and when otherwise required, the NFP must, if applicable, co-operate with the Government Party and the previous provider of the Funded Services and do all things necessary for the effective, smooth and efficient handover of the Funded Services to the NFP to ensure that the standard and delivery of the Funded Services do not suffer.
- 24.2 Upon the expiry or earlier termination of the Agreement if required by the Government Party, the NFP must co-operate with the Government Party and do all things necessary, and provide all relevant information and records, for the effective, smooth and efficient handover of the Funded Services to the Government Party or any incoming service provider to ensure that the standard and delivery of the Funded Services do not suffer.
- 24.3 The NFP must comply with the additional transition requirements (if any) set out in Attachment 1 of the Agreement.
- 24.4 The Government Party must pay the transition costs (if any) set out in Attachment 1 of the Agreement.
- 25. SUBCONTRACTING**
- 25.1 With the exception of the Approved Subcontractors described in Attachment 1, the NFP must not engage any subcontractor without the prior written permission of the Government Party.
- 25.2 The NFP remains responsible for obligations performed by the subcontractors' personnel to the same extent as if such obligations were performed by the NFP.
- 26. WORK HEALTH & SAFETY**
- 26.1 The NFP must comply with the *Work Health and Safety Act 2012* (SA) at all times, regardless of whether the Government Party issues direction in that regard or not.

- 26.2 If all or part of the Funded Services under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the NFP must comply and must ensure that the NFP's Personnel complies with the Government Party's work health and safety policies, procedures and instructions. If the NFP becomes aware of any potentially hazardous situation on the Government Party's premises, the NFP must immediately bring it to the Government Party's attention.
- 27. CONFLICT OF INTEREST**
- 27.1 The NFP must disclose in writing to the Government Party all actual and potential conflicts of interest that exist, arise or may arise (either for the NFP or the NFP's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.
- 28. CONTRACT DISCLOSURE**
- 28.1 The Government Party may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form, and either generally to the public or to a particular person as a result of a specific request.
- 28.2 Nothing in this clause derogates from:
- the NFP's obligations under any provisions of this Agreement; or
 - the provisions of the *Freedom of Information Act 1991* (SA).
- 29. COMPLIANCE WITH LAWS**
- The NFP must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.
- 30. GOVERNING LAW AND JURISDICTION**
- 30.1 This Agreement is governed by the laws in the State of South Australia.
- 30.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.
- 31. ENTIRE AGREEMENT**
- The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.
- 32. NO ASSIGNMENT**
- 32.1 The NFP must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval will not be unreasonably withheld.
- 32.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.
- 33. MODIFICATION**
- No addition to or modification of any provision of this Agreement will be binding upon the Parties unless agreed by the Parties in writing.
- 34. SEVERANCE**
- 34.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.
- 34.2 Severance of any part of this Agreement will not affect any other part of this Agreement.
- 35. COUNTERPARTS**
- This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.
- 36. NO FURTHER OBLIGATION**
- 36.1 The NFP acknowledges the Government Party will not be liable to reimburse the NFP for any losses or cost over runs that may result from the operation of this Agreement or the carrying out of the Purpose.
- 37. FEEDBACK AND COMPLAINTS**
- 37.1 The NFP will establish a feedback and complaints process for recipients of the relevant Funded Services and other stakeholders ("stakeholders") which:
- is user friendly and stakeholder-focussed;
 - responds to feedback and complaints promptly objectively, fairly and confidentially;
 - resolves issues raised by stakeholders who are dissatisfied in a timely and cost-effective way;
 - provides remedies if a complaint is substantiated;
 - provides a system for review of decisions; and
 - includes a system to capture data about feedback and complaints.
- 37.2 The NFP must use feedback and complaint information to identify and implement improvements to the Funded Services.
- 38. INTERPRETATION**
- 38.1 In this Agreement (unless the context requires otherwise):
- a reference to any legislation includes:
 - all legislation, regulations and other forms of statutory instrument issued under that legislation; and
 - any modification, consolidation, amendment, re-enactment or substitution of that legislation;
 - a word in the singular includes the plural and a word in the plural includes the singular;
 - a reference to two or more persons is a reference to those persons jointly and severally;
 - a reference to dollars is to Australian dollars;
 - a reference to a Party includes that party's administrators, successors and permitted assigns.
- 39. DEFINITIONS**
- In this Agreement:
- "**Approved Subcontractors**" means those subcontractors specified in Attachment 1;
 - "**Block Funding**" means the funds payable under the Agreement specified in Attachment 1 and includes any variation to the funds under clause 5 and previous indexation amounts applied and notified under clause 8.;
 - "**Confidential Information**" means information which is identified as confidential information by a Party, but does not include this Agreement;
 - "**Conflict of Interest**" means a situation where there is potential or an actual conflict between the private interests of the NFP or any of its Personnel and the NFP and its Personnel's obligations under this Agreement;
 - "**Extension Period(s)**" means the period(s) specified in Attachment 1;
 - "**Funded Services**" means services that are provided in exchange for Block Funding as specified in Attachment 4;
 - "**GST**" means the tax imposed by the GST Law;
 - "**GST Law**" has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

- (i) **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a),
 but for the avoidance of doubt excludes moral rights and performers' rights;
- (j) **"Machinery of Government Change"** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (k) **"Milestone Dates"** means dates by which Funded Services or Reports and Documentation must be delivered as specified in Attachment 4;
- (l) **"Named Persons"** means the persons specified in Attachment 1;
- (m) **"NFP Sector Indexation Rate"** is the annual rate as published on the Department of Treasury and Finance <https://www.treasury.sa.gov.au>
- (n) **"NFP's Personnel"** means any Approved Subcontractors, employees, agents, subcontractors engaged under clause 25 and any other person employed or engaged by the NFP to perform this Agreement and includes the Named Persons.
- (o) **"Notice Period for Termination for Convenience"** means the time period specified in Attachment 1;
- (p) **"Other Termination Right"** means the termination rights specified in Attachment 1;
- (q) **"Outcomes"** means the public benefits to be achieved by the provision of the Funded Services as specified in Attachment 4;
- (r) **"Party"** means a party to this Agreement;
- (s) **"Personal Information"** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonable be ascertained, from the information or opinion;
- (t) **"Privacy Obligations"** means the NFP's obligations in relation to personal information specified in clause 16;
- (u) **"Purpose"** means the purpose specified in Attachment 1;
- (v) **"Service Levels"** means the service levels specified in Attachment 4; and
- (w) **"Tax Invoice"** has the meaning attributable in the GST Law;
- (x) **"Tax Invoice Issuing Party"** is the Party that will issue Tax Invoices nominated in Attachment 1;
- (y) **"Taxable Supply"** has the meaning attributable in the GST Law;
- (z) **"Unsuitable Person"** means a person who:
 - (i) is the subject of any arrest, charge or conviction for:
 - A. a sexual offence or an offence of indecency;
 - B. any offence of violence or deprivation of liberty (whether indictable or not) or other indictable offence; or
 - C. any other offence that the Government Party notifies the NFP in writing the Government Party considers renders the NFP Personnel unsuitable to be involved in the provision of Services; or
 - (ii) fails to pass any additional personnel check specified in Attachment 1.

40. SPECIAL CONDITIONS

The special conditions (if any) in Attachment 3 form part of this Agreement.

Attachment 3 - Special Conditions

*Are Funded Services being provided by a panel of providers? If **Yes** insert the following clause as Special Conditions in Attachment 3. If **No** proceed to next question.*

S1. NON-EXCLUSIVITY

- S1.1 This Agreement is entered into on a non-exclusive basis.
- S1.2 The Government Party may purchase other services similar to the Funded Services from other providers.

*Is the NFP providing Funded Services to children or young people? If **Yes** insert the following clause as a Special Condition in Attachment 3. If **No** proceed to next question.*

S2. COOPERATING WITH INVESTIGATIONS

- S2.1 The NFP acknowledges that the Chief Executive of the Department for Child Protection and the Special Investigations Unit of the Department for Child Protection ("**Government Investigators**") have the authority to institute investigations under child protection legislation.
- S2.2 The NFP must in relation to the Funded Services:
 - S2.2.1 cooperate with any investigation instituted by a Government Investigator; and
 - S2.2.2 use its best endeavours to ensure the co-operation of its officers, employees; and
 - S2.2.3 seek the cooperation of its volunteers, agents and sub-contractors.
- S2.3 Where the Government Investigator is entitled either by law or by the South Australian Government Information Privacy Principles to personal information and records containing personal information held by the NFP it may request and the NFP must provide, copies of the personal information and records.

*Is the value of the contract between \$4 million (inc. GST) (\$1 million (inc. GST) in regional SA) and \$50 million (inc. GST)? If **Yes** insert the following clause as a Special Condition in Attachment 3. If **No** proceed to next question.*

S3. INDUSTRY PARTICIPATION POLICY

- S3.1 The NFP must implement the NFP's Standard Industry Participation Plan ("**SIPP**").
- S3.2 The NFP must provide an Industry Participation Report ("**IPP Report**") in respect of each Industry Participation Reporting Period to the Government Party within two weeks of the end of each period, in the format set out <http://www.industryadvocate.sa.gov.au/resources-and-downloads>.
- S3.3 An Industry Participation Reporting Period is:
 - S3.3.1 the period between the Commencement Date and the first anniversary of the Commencement Date;
 - S3.3.2 each subsequent 12 month period during the Term;
 - S3.3.3 if the Agreement ends on a date other than an anniversary of the Commencement Date, the period from the conclusion of the preceding Industry Participation Reporting Period until the date of termination or expiry of the Agreement; and
 - S3.3.4 where the Term is for a period less than 12 months, the Term.
- S3.4 The NFP must attend any meeting scheduled by the Industry Advocate during the Term to review how the SIPP is being implemented and advanced, and for this purpose, the NFP must provide all information reasonably requested by the IA. The IA must give the NFP not less than ten (10) Business Days' notice of any such meeting.
- S3.5 The NFP's failure to comply, in whole or in part, with the commitments contained within the SIPP will be a factor taken into account in the award of future contracts for the Government of South Australia.
- S3.6 In this special condition, "**Industry Advocate**" or "**IA**" means the person who from time to time has been appointed to the position of Industry Advocate and "**Term**" means the period of the Agreement.

*Is the value of the contract over \$50 million (inc. GST)? If **Yes** insert the following clause as a Special Condition in Attachment 3. If **No** proceed to next question.*

S4. INDUSTRY PARTICIPATION POLICY

- S4.1 The NFP must implement the NFP's Tailored Industry Participation Plan ("**TIPP**").

- S4.2 The NFP must provide an Industry Participation Report (IPP Report) in respect of each Industry Participation Reporting Period within two weeks of the end of each period, in the format set out in <http://www.industryadvocate.sa.gov.au/resources-and-downloads>.
- S4.3 The Industry Participation Reporting Period is¹:
- S4.3.1 the period between the Commencement Date and the date six (6) months after the Commencement Date;
- S4.3.2 each subsequent six (6) month period during the Term;
- S4.3.3 if the Agreement ends on a date that is not an anniversary of the Commencement Date or an anniversary of the date in Special Condition S4.3.2, the period from the conclusion of the preceding Industry Participation Reporting Period until the date of termination or expiry of the Agreement; and
- S4.3.4 where the Term is for a period less than six (6) months, the entire Term.
- S4.4 The NFP must attend any meeting scheduled by the Industry Advocate during the Term to review how the TIPP is being implemented and advanced, and for this purpose, the NFP must provide all information reasonably requested by the IA. The IA must give the NFP not less than ten (10) Business Days' notice of any such meeting.
- S4.5 The NFP's failure to comply, in whole or in part, with the commitments contained within the TIPP will be a factor taken into account in the award of future contracts for the Government of South Australia.
- S4.6 In this special condition, "**Industry Advocate**" or "**IA**" means the person who from time to time has been appointed to the position of Industry Advocate and "**Term**" means the period of the Agreement.

*Are the Funded Services to be provided where children may be present? If **Yes** the following clauses may be inserted as special conditions in Attachment 3 (this clause is mandated for Department for Education and Department for Child Protection). If **No** proceed to next question.*

S5. SUITABILITY OF PERSONS

S5.1 Fundamental Term

Despite any other clause, the Parties acknowledge that the rights and obligations under this clause are fundamental to this Agreement.

S5.2 Definition of Relevant Activity

In this clause "**Relevant Activity**" means the provision of the Funded Services or other activities by the NFP or its Relevant Personnel.

S5.3 Definition of Relevant History Information

In this clause "**Relevant History Information**" means:

- S5.3.1 an assessment of a person's history within the meaning of section 8B of the *Children's Protection Act 1993* (SA) by the authorised screening unit established under the *Children's Protection Regulations 2010* (SA) or a screening unit otherwise prescribed by regulations made under the *Children's Protection Act 1993* (SA) or such other screening unit as the Government Party directs;
- S5.3.2 consent from the Relevant Personnel to use that assessment for the purposes of this clause; and
- S5.3.3 any other information reasonably required by the Government Party to enable it to establish whether the Relevant Personnel is a suitable person to be involved in the Relevant Activity.

S5.4 Definition of Relevant Personnel

In this clause "**Relevant Personnel**" means in relation to the NFP the following persons insofar as they are involved in the Relevant Activity:

- S5.4.1 itself (where it is an individual);
- S5.4.2 all of its directors, officers, employees, agents, volunteers and invitees;
- S5.4.3 all of its contractors (where they are individuals); and
- S5.4.4 all of its directors, officers, employees, agents, volunteers and invitees of its contractors.

S5.5 Definition of Unsuitable Persons

In this clause "**Unsuitable Person**" means a person who is the subject of any allegation, arrest, charge or conviction for a sexual offence or an offence of indecency.

S5.6 Relevant History Information

The NFP must:

- S5.6.1 prior to delivery of the Relevant Activity; and

¹ Where more frequent reporting requirements are negotiated during contract award this sub-clause must be adjusted to accord with the agreed requirements.

S5.6.2 at such other times as either or both the NFP and the Government Party determine are necessary or desirable for the purpose of establishing or maintaining safe environments for children and young people within the meaning of section 114 of the *Children and Young People (Safety) Act 2017* (SA),

provide complete and current Relevant History Information to the Government Party in relation to:

S5.6.3 all of its Relevant Personnel appointed to or engaged to act in prescribed positions within the meaning of section 8B of the *Children's Protection Act 1993* where the Relevant Activity is provided wholly or partly for children; and

S5.6.4 any of its Relevant Personnel as required by the Government Party.

S5.6.5 The Government Party may (but need not) conduct any investigations it considers necessary in respect of any matter contained in Relevant History Information and the NFP must ensure that it and its Relevant Personnel cooperate fully with any such investigation.

S5.7 **No Unsuitable Persons**

The NFP must not permit or allow, and must procure that its contractors do not permit or allow, an Unsuitable Person who is a Relevant Personnel to:

S5.7.1 be involved in the Relevant Activity; or

S5.7.2 otherwise be present.

S5.8 **Steps Required where Unsuitable Person**

Without limiting anything else in this clause, if the NFP is or becomes aware that it or any Relevant Personnel is an Unsuitable Person, it must:

S5.8.1 procure the immediate and ongoing exclusion of the Unsuitable Person from involvement in the Relevant Activity;

S5.8.2 take all immediate and ongoing steps necessary to protect any children from harm as a consequence of the presence, removal or ongoing exclusion of the Unsuitable Person, including without limitation:

(a) notifying South Australia Police about the Unsuitable Person as necessary;

(b) making a notification of abuse or neglect in accordance with the *Children and Young People (Safety) Act 2017* (SA) as necessary including by means of the Child Abuse Report Line maintained by Department for Child Protection (131 478) or such other report line as the Government Party or South Australian Government publicly notifies;

(c) providing support to children and families as necessary;

(d) providing supervision of any children for which the NFP provides the Relevant Activity;

(e) all other steps otherwise required under this clause; and

(f) any other protective action as necessary;

S5.8.3 immediately notify the Government Party in writing of all known facts about the circumstances in which the Unsuitable Person has been in any way involved in the Relevant Activity;

S5.8.4 provide on an ongoing basis full details to the Government Party of the circumstances relating to the Unsuitable Person as and when those details become known to the NFP; and

S5.8.5 comply with any reasonable direction of the Government Party with respect to the Unsuitable Person.

S5.9 **Imposing Obligations on Relevant Personnel**

The NFP must ensure that:

S5.9.1 all Relevant Personnel are aware of and act in a manner consistent with the provisions of this clause at all times; and

S5.9.2 all Relevant Personnel (not being the NFP) immediately inform the NFP if the Relevant Personnel is the subject of any allegation, arrest, charge or conviction for a sexual offence or an offence of indecency.

S5.10 **Child Safe Environments**

In addition to all other obligations under this Agreement, where the NFP is an organisation to which section 114 of the *Children and Young People (Safety) Act 2017* (SA) applies, the NFP must:

S5.10.1 have in place appropriate policies and procedures to ensure that, as required by the *Children and Young People (Safety) Act 2017*:

(a) safe environments for children and young people are established and maintained; and

(b) appropriate reports of child abuse and neglect are made;

S5.10.2 lodge the statement required by section 114 of the *Children and Young People (Safety) Act 2017* about the NFP's child safe policies and procedures with the Chief Executive of the Department for Child Protection, or such other government agency as the Government Party or South Australian Government publicly notifies ("**Successor Children's Protection Agency**"), within 10 business days after putting in place those policies and procedures;

S5.10.3 respond, as soon as reasonably practicable (and in any case within 10 business days), to any written request by Department for Child Protection, Successor Children's Protection Agency or the Government Party for information relating to the NFP's compliance with the requirements of this clause; and

S5.10.4 execute and provide to the Government Party prior to the NFP providing the Relevant Activity a truthful declaration in the following terms:

"I/We declare that the NFP:

- *has appropriate policies and procedures in place to:*
 - *ensure that safe environments for children and young people are established and maintained as required by Chapter 8 of the Children and Young People (Safety) Act 2017(SA); and*
 - *ensure that appropriate reports of child abuse and neglect are made as required by section 31 of the Children and Young People (Safety) Act 2017 (SA);*
- *has obtained and provided to the Government Party Relevant History Information in relation to:*
 - *all Relevant Personnel appointed to or engaged to act in prescribed positions within the meaning of section 8B of the Children's Protection Act 1993 (SA) where the Relevant Activity is provided wholly or partly for children; and*
 - *any of its Relevant Personnel as required by the Government Party;*
- *has lodged a statement setting out its child safe policies and procedures with Department for Child Protection or Successor Children's Protection Agency; and*
- *will notify the Government Party of any change in the Relevant History Information in relation to any Relevant Personnel or suitability of any Relevant Personnel.*

In this declaration capitalised terms have the meaning given in the contract under which this declaration is required.

I/We declare that I/we have full authority to execute this declaration for and on behalf of the NFP

.....(signature)

.....(name and title)

.....(date)"

S5.11 **Effect of Non-Compliance**

S5.11.1 If:

- (a) the NFP is an Unsuitable Person; or
- (b) any Relevant Personnel (not being the NFP) is an Unsuitable Person and the NFP does not strictly, fully and immediately comply with any or all of its obligations under this clause,

then the Government Party may in its absolute discretion, without limiting any other remedy, suspend or terminate this Agreement and following such suspension or termination the NFP must for so long as the Government Party directs:

- (c) provide on an ongoing basis full details to the Government Party of the circumstances relating to the Unsuitable Person as and when those details become known to the NFP; and
- (d) comply with any reasonable direction of the Government Party with respect to the Unsuitable Person.

S5.11.2 Any exercise by the Government Party of its rights under this clause:

- (a) does not limit the Government Party's right to pursue any claim against the NFP arising in respect of a breach by the NFP of its obligations under this Agreement; and
- (b) will not give rise to any liability owing to the NFP or the Relevant Personnel.

S5.12 **Compliance with Security Practices and Procedures**

The Government Party may inform the NFP of any security practices and procedures in relation to child safe environments implemented by the Government Party or the South Australian Government and the NFP must comply with those procedures at all times.

S5.13 **References to Legislation**

A reference to any legislation or to any provision of any legislation includes:

S5.13.1 all legislation, regulations, proclamations, ordinances, by-laws and instruments issued under that legislation or provision; and

S5.13.2 any modification, consolidation, amendment, re-enactment or substitution of that legislation or provision.

S5.14 No Derogation

Nothing in this clause relieves the NFP of any obligation under this Agreement.

S5.15 Priority

To the extent of any inconsistency between the rights and obligations under this clause and under the provisions of any other clause in this Agreement, including any provisions relating to termination or remedies, this clause prevails.

S6. SUITABILITY OF PERSONS (OTHER OFFENCES)

S6.1 Other Offences

In addition to any other rights of the Government Party and obligations of the NFP under this Agreement, if any Relevant Personnel as defined in this Agreement is the subject of an allegation, arrest, charge or conviction for:

S6.1.1 any offence of violence or deprivation of liberty (whether indictable or not) or other indictable offence; or

S6.1.2 any other offence that the Government Party notifies the NFP in writing the Government Party considers renders the Relevant Personnel unsuitable to be involved in the provision of the Funded Services ,

("Other Offence") that Relevant Personnel will be an Unsuitable Person for the purposes of this Agreement and the NFP must treat that Relevant Personnel as an Unsuitable Person, subject to the Additional Matters below.

S6.2 Additional Matters

The NFP's obligations under the Suitability of Persons clause, are extended to apply in relation to Relevant Personnel who are the subject of any allegation, arrest, charge or conviction for an Other Offence.

Does this procurement involve the delivery of Funded Services where the sharing of information may assist in preventing harm or threats to the safety and wellbeing of vulnerable people (including children) and where such sharing is permitted by PC012 Information Privacy Principles (IPPS) Instructions? If **Yes** insert the following clause as a Special Condition in Attachment 3.

S7. INFORMATION SHARING

- S7.1 "ISG" means the Government of South Australia's updated Information Sharing Guidelines for Promoting Safety and Wellbeing strategy endorsed by Cabinet in 2008 and 2013, as amended from time to time.
- S7.2 Where applicable, to the full extent permitted by law and subject to the NFP's Privacy Obligations, the NFP agrees to share information in accordance with the ISG.
- S7.3 The NFP will, in consultation with a representative from Ombudsman SA, develop an ISG appendix for the NFP ("**NFP's ISG Appendix**"), as prescribed by the ISG (<http://www.ombudsman.sa.gov.au/isg/>).
- S7.4 If requested by the Government Party, the NFP will provide written information detailing the NFP's compliance with the ISG including details of the NFP's progress in developing and implementing the NFP's ISG Appendix.
- S7.5 The Parties acknowledge that this Agreement constitutes a 'State contract' for the purpose of the *Privacy Act 1998* (Commonwealth).

DRAFT EXAMPLE SPECIALIST FAMILY BASED CARE

Attachment 4 – Funded Services

ITEM 1 Service

The NFP must:

- a) be flexible and innovative in providing the service stipulated in the table below; and
- b) provide the service in accordance with the Government Party’s service specification that is available at <https://www.childprotection.sa.gov.au/service-providers/service-specifications.sa.gov.au>.

Service					
Hours of Operation	24 Hours/day <input type="checkbox"/>		7 Days/week <input type="checkbox"/>		Public holidays <input type="checkbox"/>
	N/A	am	N/A	pm	Monday to Friday <input type="checkbox"/>
State Government Region	Adelaide Hills <input type="checkbox"/>		Limestone Coast <input type="checkbox"/>		
	Barossa, Light & Lower North <input type="checkbox"/>		Murray & Mallee <input type="checkbox"/>		
	Eastern Adelaide <input type="checkbox"/>		Northern Adelaide <input type="checkbox"/>		
	Eyre & Western <input type="checkbox"/>		Southern Adelaide <input type="checkbox"/>		
	Far North <input type="checkbox"/>		Western Adelaide <input type="checkbox"/>		
	Fleurieu & Kangaroo Island <input type="checkbox"/>		Yorke & Mid North Region <input type="checkbox"/>		
Additional Service Conditions					

ITEM 2 Target Group

The NFP will provide the service to Children and Young People who meet the criteria shown in the table below:

Target Age	Years old to		Inclusive	Not specified <input type="checkbox"/>
Additional Target Age Conditions				
Aboriginal & Torres Strait Islander (ATSI)	ATSI <input type="checkbox"/>	Non-ATSI <input type="checkbox"/>		
Culturally and Linguistically Diverse Backgrounds (CALD)	CALD <input type="checkbox"/>	Non-CALD <input type="checkbox"/>		
Disability	Disability inclusive <input type="checkbox"/>	Non-Disability <input type="checkbox"/>		
Complexity Assessment Tool (CAT) Level	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>
All <input type="checkbox"/>				
Additional Target Group Conditions				

Minimum Placements

The NFP must:

- a) regularly advise the Government Party of placement capacity, and Approved Carer availability;
- b) provide placements in accordance with the Child & Young Person’s Case Plan;
- c) promptly advise the Government Party where placements are not able to be provided in accordance with the Case Plan;
- d) follow any reasonable directives from the Government Party to ensure the safety and security of the Child or Young person;
- e) obtain approval from the Chief Executive for any placement that will result in exceeding the carer household approval number;
- f) contact the Government Party’s case manager during business hours, or Government Party’s Crisis Response Unit outside of business hours when problems arise with a Child and Young Person’s Placement, or when a Child or Young Person requests to stay with another person; and
- g) for Child and Young people who meet Target Group criteria, provide the placements shown in the table below:

Minimum Placement Service Level		
Long Term Placements <input type="checkbox"/>	Specific Child Only Placements <input type="checkbox"/>	
Short Term Placements <input type="checkbox"/>	Kinship Care Placements <input type="checkbox"/>	
Other Placements managed under this agreement		
Respite Placements <input type="checkbox"/>	Immediate Response <input type="checkbox"/>	
Additional Placement Conditions		

Minimum Placement Service Level				
Outreach Support		Stabilisation 24/7		Supported Independent Living
Additional Placement Conditions				

ITEM 3

Contract Performance Management

The NFP’s contract performance will be monitored against specified Service Levels (KPIs) Contract performance management will be completed in accordance with the Government Party’s Contract Performance Management Framework that is available at <https://www.childprotection.sa.gov.au/service-providers/service-provision/Contract-Performance-Management>

Performance Management Tiers:

- Tier 1 - KPIs are specified in the table below

- Tier 2 - KPIs are specified in the Contract Performance Measurement Specification

Tier 1 Service Levels (KPIs)					
KPI ID Number	KPI Description	KPI Target	KPI Reporting Responsibility	KPI Information Reporting Frequency	KPI Performance Assessment Frequency
Additional Service Level Conditions					

The NFP must:

- provide Tier 1 and Tier 2 KPI data in accordance with the specified KPI Information Reporting Frequency;
- address Service Level underperformance in accordance with the Government Party's Contract Performance Management Framework; and
- attend contract management meetings as required by the Government Party.

ITEM 4

Licensing

The NFP must:

- provide the Funded Service at properties as agreed by the NFP and the Government Party;
- adhere to the Government Party's licensing requirements and licence conditions; and
- hold a current licence as indicated below:

Licence(s) to be Maintained	
Children's Residential Facility <input type="checkbox"/>	Foster Care Agency <input type="checkbox"/>
Additional Licensing Conditions	

ITEM 5

Legislation & Standards

The NFP must ensure that the Funded Service is provided in accordance with the Government Party's Legislation and Standards service provision requirements that are available at <https://www.childprotection.sa.gov.au/service-providers/service-provision-requirements/legislation&standards.sa.gov.au>

ITEM 6

Psychological Assessments

Unless otherwise varied by Regulation, the NFP must ensure that all NFP staff employed or engaged by the NFP in delivering Services under this Agreement:

- undergo a psychological assessment in accordance with the Children and Young People (Safety) Act 2017 and the Children and Young People (Safety) Regulations 2017; and

-
- b) only provide the Services if, pursuant to the psychological assessment, they have been assessed as suitable to deliver such Services.
 - c) ensure the Funded Service is provided in accordance with the Government Party's Psychological Assessments service provision requirements that are available at <https://www.childprotection.sa.gov.au/service-providers/service-provision-requirements/psychological-assessments.sa.gov.au>

ITEM 7 Care of Aboriginal and Torres Strait Islander Children and Young People

The NFP must:

- a) provide culturally safe and responsive placements that align with the Aboriginal and Torres Strait Islander Child Placement Principle, including supporting the child or young person's connection to their culture, community and identity; and
- b) ensure the Funded Service is provided in accordance with the Government Party's Aboriginal and Torres Strait Islander Care service provision requirements that are available at <https://www.childprotection.sa.gov.au/service-providers/service-provision-requirements/ATSI-care.sa.gov.au>.

ITEM 8 Care of Culturally and Linguistically Diverse (CALD) Children and Young People

The NFP must:

- a) provide culturally suitable placements that support connection with culture and a strong sense of cultural identity, utilising a hierarchy of placement principles including cultural, ethnic, language and religious matching; and
- b) ensure the Funded Service is provided under the Government Party's Culturally and Linguistically Diverse (CALD) service provision requirements that are available at <https://www.childprotection.sa.gov.au/service-providers/service-provision-requirements/CALD-requirements.sa.gov.au>

ITEM 9 Care of Children and Young People with an approved NDIS Plan

The NFP must:

- a) where the NFP is a provider of supports under a Child and Young Person's NDIS Plan, be registered as an NDIS Provider, and comply with the National Disability Insurance Agency's Terms of Business and the NDIS Quality and Safeguard Commission's registration requirements, including the NDIS Quality Safeguards Framework. Refer to <https://www.ndiscommission.gov.au>;
- b) provide the NDIS funded services in accordance with the NDIS service agreement between the NFP and the Child and Young Person's Government Party's Case Manager;
- c) allow NDIS Service Providers to provide other services to the Child & Young Person if the service is part of the Child & Young Person's approved NDIS plan;
- d) not use the Block Funding for the provision of specialist disability supports provided for by the Child & Young Person's approved NDIS plan; and
- e) provide the Funded Service in accordance with the Government Party's Disability service provision requirements that are available at <https://www.childprotection.sa.gov.au/service-providers/service-provision-Requirement/disability.sa.gov.au>.

ITEM 10 Critical Incidents

The NFP must meet the Government Party's requirements for the notification and documentation in relation to critical incidents. Refer to <https://www.childprotection.sa.gov.au/service-providers/service-provision-requirements/critical-incidents.sa.gov.au>

ITEM 11

Care Concerns

- a) The NFP must meet Government Party's Care Concern requirements. Refer to <https://www.childprotection.sa.gov.au/service-providers/service-provision-requirements/care-concerns.sa.gov.au>, and work in partnership with Government Party regarding Care Concerns; and
- b) follow up on allocated actions resulting from a Care Concern and Special Investigation process in a timely manner.
- c) Be available to attend Government Party Debrief Meetings as required.

ITEM 12

Missing Persons

The NFP must meet the Government Party's requirements for notification and documentation in relation to Missing Person Reports. Refer to <https://www.childprotection.sa.gov.au/service-providers/service-provision-requirements/missing-persons.sa.gov.au>.

ITEM 13

Supplementary Government Party Service Provision Requirements

The NFP must ensure that Funded Service is provided under all of the Government Party's service provision requirements that are available at <https://www.childprotection.sa.gov.au/service-providers/service-provision-requirements.sa.gov.au>.

Attachment 5 - Block Funding and Payment Details

ITEM 1 Allocated Funds Summary

- a) Any additional funding paid to the NFP for Equal Remuneration Order (ERO) payments must be used for the payment of NFP Staff salaries and not for any other purpose.
- b) The NFP must include the receipt and expenditure of Equal Remuneration Order payments in its quarterly financial report.
- c) Block Funding has been calculated to include the NFP Sector Indexation Rate. The Minister may change this rate if required to do so by the Department of Treasury and Finance.

Base Term

Financial Year	Quarter	NFP Indexation	Block Funding (excluding GST)	ERO (excluding GST)	Carer Reimbursement (excluding GST)	Respite Care Reimbursement (excluding GST)	Total Funding (excluding GST)
Total							

Extension 1

Financial Year	Quarter	NFP Indexation	Block Funding (excluding GST)	ERO (excluding GST)	Carer Reimbursement (excluding GST)	Respite Care Reimbursement (excluding GST)	Total Funding (excluding GST)
Total							

Extension 2

Financial Year	Quarter	NFP Indexation	Block Funding (excluding GST)	ERO (excluding GST)	Carer Reimbursement (excluding GST)	Respite Care Reimbursement (excluding GST)	Total Funding (excluding GST)
Total							
Total Funding							

Additional Funding Conditions

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ITEM 2**Specialist Foster Carer Reimbursement Detail**

- a) The Carer Reimbursement is expected to cover, but not limited to, the following expenses for the Child or Young Person:
- I. General cost of caring for the Child or Young Person, including clothing;
 - II. Pocket money;
 - III. Transport costs to and from school/college, attendance at training events or supports groups, transport to and from medical/dental/hospital/therapy appointments;
 - IV. School uniforms and books not covered by the school card;
 - V. Trips, including school camps, and at least one activity; and
 - VI. Telephone calls in connection with fostering responsibilities.
- b) Specialist Foster Carers are not expected to pay for exceptional expenses associated with the Child or Young person (e.g. private school fees if enrolment has been approved by DCP, extensive transport costs and specialised equipment). Where such exceptional circumstances may exist, assessment is to be made on a case by case basis by the DCP Office.
- c) The General Foster Care sibling placement carer subsidy is funded at the DCP carer payment rate.

Specialist Foster Care Reimbursement Funding Details

Year	NFP Indexation	Period	Placements	Volume	Rate (excluding GST)	Total (excluding GST)
		Weeks				
		Weeks				
		Weeks				
		Weeks				

Respite Care Reimbursement Funding Details

Year	NFP Indexation	Period	Placements	Volume	Rate (excluding GST)	Total (excluding GST)
		Nights				
		Nights				
		Nights				
		Nights				

Attachment 6 – Acquittal Form

Refer to the Government Party's Acquittal Guidelines available at <https://www.childprotection.sa.gov.au/service-providers/service-provision-requirements/reports-&-meetings.sa.gov.au>.

DRAFT EXAMPLE SPECIALIST FAMILY BASED CARE