



Service Agreement – Funding and Service Details

Youth Justice

Version 1.1

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

Funded organisation	
ABN/ACN	
Service Agreement number	

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

Agreement Commencement Date	
Agreement Expiry Date	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.

2. Address and Contact details

2.1 Your address and Your Contact Officer

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

2.2 Our address and Our Contact Officer

Our Contact Officer (person and/or position)	Assistant Chief Operating Officer Youth Justice Statewide Services
Postal address	Locked Bag 3405, Brisbane QLD 4001
Telephone number	Not applicable
Fax number	Not applicable
E-mail address	YJCommissioning@youthjustice.qld.gov.au

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.

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) of these Funding and Service Details.

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 You must achieve Certification covering the Services within the time notified by Us to You unless We agree a different timeframe with You on considering that achieving Certification within that timeframe is not appropriate or reasonably achievable.
- (b) You must maintain all required Certification for the remainder of the Term.
- (c) You must cooperate with any Certification body in relation to any Certification Audit or other process under the Certification Scheme.
- (d) If You fail to achieve Certification within the timeframe required under clauses 4.3(a) 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.
- (e) If, under clause 4.3(d):
 - (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. 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.

4.7 Charter of Youth Justice Principles

- (a) You must comply with Schedule 1 (Charter of Youth Justice Principles) of the *Youth Justice Act 1992*.

4.8 Confidentiality of Service Users subject to the Youth Justice Act

- (a) You must comply with Part 9, Division 1 and Division 2 of the Youth Justice Act;
- (b) If you subcontract or refer young people to other organisations for the purpose of carrying out the purpose of the referral to You, they must also comply with Part 9, Division 1 and Division 2 of the Youth Justice Act

4.9 Exchange of client related information and data

- (a) Any client related information and data exchanged for performance reporting or other purposes, must be captured, stored and transmitted to Us in a secure manner.
- (b) A suitable means of securely exchanging performance information and data to Us will be negotiated with and agreed by both parties in writing.

4.10 Employees, officers and agents

You must ensure that all Your employees, officers and agents are:

- (a) suitability qualified, or have suitable industry experience to provide the Services; and
- (b) adequately trained by You to provide the Services in accordance with the Service Agreement; and
- (c) if working with children, holders of a current Blue Card or Exemption Card issued in accordance with the Working with Children Check, as administered by Blue Card Services under the *Working With Children (Risk Management and Screening) Act 2000*; and
- (d) appropriately supervised.

4.12 Evaluation

- (a) We may conduct an evaluation of the funded program. The evaluation may require provision of items in addition to items specified in the Funding Schedule. These items will be determined in consultation with your organisation and other key stakeholders during the development of an evaluation framework.
- (b) Evaluations conducted by Youth Justice will comply with the NHMRC's National Statement on Ethical Conduct in Human Research and Implementation of Values and Ethics: Guidelines for Ethical Conduct in Aboriginal and Torres Strait Islander Health Research. They will also comply with the *Information Privacy Act 2009* in relation to the collection, storage, use and disclosure of information.

4.13 NDIS Plan

- (a) This clause 4.13 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 4.13 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.

4.14 Bullying and Cyberbullying

You must:

- (a) implement and maintain for the Term an anti-bullying and anti-Cyberbullying policy and process for the detection, prevention, intervention and management of responses to bullying or Cyberbullying acts or allegations;
- (b) train Your staff about how to identify and respond to bullying and Cyberbullying;
- (c) make resources produced by the e-Safety Commissioner and other bodies readily available to children and young people to or in relation to whom the Services are provided;
- (d) maintain house rules or ground rules for group work that are clear that bullying and Cyberbullying are not acceptable behaviours;
- (e) display promotional materials that clearly state that bullying and Cyberbullying are not acceptable behaviours;
- (f) take all reasonable steps to try to maintain a safe online environment for children and young persons to or in relation to whom the Services are provided, without unreasonably compromising privacy or access to social or learning opportunities;
- (g) identify and draw on external expertise as reasonably required to respond to incidents of bullying or Cyberbullying; and
- (h) provide clarity to children and young people to or in relation to whom the Services are provided regarding the avenues to assistance should they experience bullying or Cyberbullying.

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;

“Bullying” is an ongoing and deliberate misuse of power in relationships through repeated verbal, physical and/or social behaviour that intends to cause physical, social and/or psychological harm

“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 ‘Common requirements and service type specific requirements, as notified by Us to You, for bodies certifying Services approved by JAS-ANZ under which bodies accredited by JAS-ANZ can, through Certification Audits, certify and re-certify that an organisation is delivering 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;

“Cyberbullying” means the use of information and communication technologies to support deliberate, repeated, and hostile behaviour by an individual or group, that is intended to harm others;

“eSafety Commissioner” means the Australian Government’s eSafety Commissioner, appointed under the Enhancing Online Safety Act 2015 (Cth).

“Youth Justice Act” means the *Youth Justice Act 1992*, as amended from time to time;

“Geographic Catchment Area” means:

- (a) if the Funding is from the youth or women 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 and which is:

(a) subject to subparagraph (b), and unless stated otherwise in the Reporting Requirements, P2i; or as otherwise notified by Us to You from time to time;

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

“**P2i**” means Our reporting system known as ‘Procure to Invest’ and which is available through Our Website or as otherwise notified by Us from time to time;

“**Quality Framework**” means the 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 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

“**SRS**” means our “**Service Record System**” which is available through Our Website or as otherwise notified by Us from time to time;

“**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)

a duly authorised person, in the presence of:

(signature of witness)

(name of witness)

(signature)

(date)

SIGNED by _____ for and on behalf of _____ as its duly
authorised officer, in the presence of:

(signature of witness)

(name of witness)

(signature)

(date)