



Government of South Australia

Department for Education and
Child Development

Service Agreement

Minister for Education and Child
Development

and

ABN:

For the period:

Funding Program:

Service: Non-Family Based Emergency Care

Project ID:

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1 Preliminary Information

Service Agreement dated the 1 July 2012

between:

Minister for Education and Child Development a body corporate by virtue of the *Education Act 1972* and the operation of the *Administrative Arrangements Act 1994* of Level 9 Education Centre 31 Flinders Street Adelaide South Australia 5000 ("**Minister**")

and

an incorporated association pursuant to the *Associations Incorporations Act 1985 SA* of ("**Service Provider**")

Postal address:

The Parties agree as follows:

In consideration of the payment by the Minister of the Allocated Funds pursuant to the Master Agreement between the Minister and the Service Provider and this Service Agreement, the Service Provider must provide the Services on the terms and conditions set out in the Master Agreement and this Service Agreement.

This Service Agreement is to be read in conjunction with the Master Agreement, and the terms and conditions of the Master Agreement are incorporated into this Service Agreement.

2 Introduction and Term

2.1 Statement of Intent

This Service Agreement reflects the Parties' commitment to a relationship in which both have rights and responsibilities that are to be upheld and respected.

A co-operative approach will incorporate agreed values, mutual respect for the roles and responsibilities of government and the community services sector. Parties agree to working in partnership to increase out-of-home care service capacity, quality, value for money and improve service monitoring, reporting and accountability. The Parties recognise the importance of taking a long-term view, as well as responding to immediate and urgent needs, and recognise that social, environmental and financial outcomes are all equally important.

The ultimate vision is for a service provision that supports a democratic, fair, accountable body of services that accommodates and value diversity, and which address the particular needs of vulnerable and marginalised people. The service provision will recognise regional and rural differences and deliver high quality outcomes in accordance with agreed standards.

2.2 Purpose of Funding

Non-Family Based Emergency Care in South Australia has developed as a response to the immediate need of Children entering the alternative care system. Under Non-Family Based Emergency Care services, service providers provide 24/7 Emergency Accommodation Facilities for Children and Young People who are under the Guardianship or Custody of the Minister. These facilities aim to provide short term care for Children and facilitate their transition into longer term family-based foster care programs, or other alternative care services.

2.3 Service Provision Framework

The Service(s) will meet the following policy imperatives:

State Strategic Plan (2011)

Out-of-home care services for Guardianship Children and Young People aligns with the State Strategic Plan (2011) through one of its key priorities, associated visions and goals as follows:

Our Community:

- Everyone has a place to call home,
- Strong families help build communities,
- We are safe in our homes, community and at work, and
- We are connected to our communities and give everyone a fair go.

Directions for Alternative Care in South Australia, 2011 – 2015

- Direction 1: Designing Flexible and Integrated Alternative Care Services.
- Direction 2: Creating an Enhanced Service Continuum of Placement Options and Support Services.

Keeping Them Safe: In Our Care Implementation Action Plan

- Direction 2: Care Planning – Improve our care planning to provide greater stability and certainty for Children and Young People.
- Direction 5: Connected Care – Ensure better connected care through better integrated teams and care families.
- Direction 6: Children and Young People with Complex Needs – Respond more effectively to Children and Young People with serious and complex needs.

Standards of Alternative Care in South Australia (2008)

The Standards promote consistent, quality care for Children and Young People. This Service aligns with the Standards of Alternative Care in South Australia.

2.4 Term

This Service Agreement commences on the Commencement Date and, subject to early termination pursuant to this Service Agreement, the Master Agreement or by operation of law, terminates on the Expiry Date.

2.5 Service Discontinuance

The Minister will provide three months prior written notice to the Service Provider if the Minister does not intend to extend the Services provided under this Service Agreement at the end of the Term.

3 Definitions

3.1 Definitions and Interpretations

Except as follows, the definitions and rules of interpretation in the Master Agreement apply to this Service Agreement:

3.1.1 Aboriginal Person means a person:

- 3.1.1.1 who is a descendant of the Indigenous inhabitants of Australia; and

- 3.1.1.2 who regards himself or herself as Aboriginal or, if he or she is a young Child, is regarded as Aboriginal by at least one of his or her parents.
- 3.1.2 **Background Checks** means obtaining and checking information in relation to a particular person including:
- 3.1.2.1 previous employment and relevant experience;
 - 3.1.2.2 verification of qualifications and professional registration; and
 - 3.1.2.3 reference checks and work history reports.
- 3.1.3 **Care Plan** means the agreement between Families SA, the Service Provider, the Carer, Service Provider Staff and the Young Person as it pertains to the out-of-home care placement of the Child or Young Person.
- 3.1.4 **Carer** means a person who has the responsibility of providing day-to-day care of a Child or Young Person and who for monetary or other consideration, maintains a Child or Young Person on a residential basis. It includes Carers who are relatives and foster Carers and who are registered with the DECD Carer Assessment and Registration Unit.
- 3.1.5 **Case Planning** and **Case Plan** means the process of establishing agreed goals and outcomes to meet the identified needs of the Child or Young Person in out-of-home care. The Child or Young Person, birth parents, Families SA staff, foster Carers, out-of-home care Provider staff and other involved agencies should be included in the Case Planning process. Case planning ensures both immediate and long term needs of the Child or Young Person across the life domains are addressed whilst they are in care. The Case Plan is the agreed goals and outcomes of the Case Planning process and should include an outline of the responsibilities of the Child/Young Person, birth family, Carers, Families SA and relevant Service Provider Staff.
- 3.1.6 **Child** or **Children** means a Child or Children under the age of 18 years who are under the Guardianship of the Minister or other order or authority.
- 3.1.7 **Children in State Care Commission of Inquiry** means the Inquiry into allegations of sexual abuse of a person who, at the time that the alleged abuse occurred, was a Child in State care, or criminal conduct which resulted in the death of a person who, at the time that the alleged conduct occurred, was a Child in State care (report dated 1 April 2008).
- 3.1.8 **Children's Residential Facility Licence** means a licence for a facility issued in accordance with section 51 of the *Family and Community Services Act 1972*.
- 3.1.9 **Commencement Date** means the date as specified in clause 11 of this Service Agreement.
- 3.1.10 **DECD or Department** means the Department for Education and Child Development.
- 3.1.11 **Direct Client Contact** means direct personal contact between the Service Provider and the client, (being the Child or Young Person), pursuant to the provision of the Services, being meetings, case conferences and/or telephone discussions between the Service

Provider and the Child or Young Person or such other contact as may be approved by the Minister.

- 3.1.12 **DECD Carer Assessment and Registration Unit** means the Unit authorised to undertake registration services in relation to Carers administered by the Department for Education and Child Development.
- 3.1.13 **DCSI** means the Department for Communities and Social Inclusion formerly known as **DFC** or the Department for Families and Communities
- 3.1.14 **Emergency Placement** is a short-term interim placement service for Children and Young People in crisis situations that are referred by DECD as being in need of out-of-home care. Emergency placements are unplanned and require an immediate response.
- 3.1.15 **Exit Interview** is a survey for Carers when they leave the Service Provider and is used to gather information to identify issues or trends that will assist in strengthening recruitment and retention processes
- 3.1.16 **Expiry Date** means the date as specified in clause 11 of this Service Agreement.
- 3.1.17 **Families SA Case Manager** means the person nominated by the Families SA office with responsibility for the stated Child or Young Person's Case Plan. Every Child or Young Person under Guardianship of the Minister must be allocated a Families SA Case Manager.
- 3.1.18 **Foster Care Agency Licence** means a licence for an agency issued in accordance with section 48 of the *Family and Community Services Act 1972*.
- 3.1.19 **Guardianship of the Minister** means where the Youth Court has granted guardianship of a Child for a specified period not exceeding 12 months or until the Child or Young Person reaches 18 years of age to the care of the Minister. Families SA has statutory responsibilities where a Child or Young Person is placed under Guardianship of the Minister.
- 3.1.20 **Life Domains** means areas of a Child or Young Person's developmental progress, their needs and strengths. This includes taking into account the Child's or Young Person's age and stage of development, paying close attention to the Child's or Young Person's vulnerabilities and/or special needs. Assessment of developmental needs and strengths can be based on the following dimensions of health, education, emotional and behavioural development, identity and culture, family/Carers relationships, social/peer relationships and life skills.
- 3.1.21 **Long-Term Placement** means the provision of safe, nurturing and sustainable placements for Children and Young People for periods in excess of 18 months. These placements are designed to promote longer term placement stability for Children and Young People for whom out-of-home care is deemed the most appropriate long term option.

- 3.1.22 **Quarter** means the three-month period commencing 1 January, 1 April, 1 July and 1 October in each year.
- 3.1.23 **Respite Placement** means planned, regular, short-term care, e.g. one weekend per month for a discrete period of time, aimed at supporting and maintaining out of home care placements with Carers or helping families achieve their goals by giving the birth parent(s) a break from Child care responsibilities.
- 3.1.24 **Reunification** means the planned process of reconnecting Children and Young People with their birth families by means of a variety of services and supports to the Child or Young Person, their birth families and their Carers. Reunification is a dynamic process that will begin as soon as Children are placed in alternative care, and ends when they return home and the family is no longer in need of ongoing intervention. It aims to help each Child or Young Person and their birth family to achieve and maintain, at any given time, their optimal level of reconnection – from full re-entry into the family system to other forms of contact, such as visiting, that affirm the Child or Young Person's membership in his or her family.
- 3.1.25 **Services** means the out-of-home care services described in this Service Agreement to be provided by the Service Provider in accordance with the terms and conditions of the Master Agreement (including Annexure B - Alternative Care Services) and this Service Agreement.
- 3.1.26 **Service Provider's Staff** means all employees, agents, consultants, contractors or subcontractors employed or engaged by the Service Provider in respect of the Services (including any person assisting in the provision of services in a voluntary capacity or as a volunteer, and any students on placement with the Service Provider) who has provided proof of having a current and satisfactory Criminal History Assessment from the DCSI Screening Unit.
- 3.1.27 **Short-Term Placements** means the provision of safe, nurturing and sustainable placements for Children and Young People for periods of up to 18 months. These placements are designed to enable Children and Young People to move to a more permanent placement option or return to birth families.
- 3.1.28 **Screening Unit** for the purpose of this Agreement means the DSCI Screening Unit which is authorised to undertake Criminal History Assessment and Background Checks on all Service Provider's Staff who may be involved in providing the Services.
- 3.1.29 Torres Strait Islander Person means a person:
- 3.1.29.1 who is a descendant of the Indigenous inhabitants of the Torres Strait; and
 - 3.1.29.2 who regards himself or herself as a Torres Strait Islander or, if he or she is a young Child, is regarded as a Torres Strait Islander by at least one of his or her parents.
- 3.1.30 **Training** means training provided or arranged by the Service Provider and includes:

- 3.1.30.1 the process of imparting information, knowledge and skills required for the provision of the Services;
 - 3.1.30.2 where appropriate, internal training and external training such as formal accreditation programs through recognised tertiary institutions or competency-based training; and
 - 3.1.30.3 where appropriate, the input of information, experiential learning, group tasks and case studies, elective topics relevant to the type of care being provided in all areas essential to deal with the legal and welfare requirements of Children and Young People.
- 3.1.31 **Young Person or Young People** means a person or people between the ages of 10 and 18 years who are under the Guardianship of the Minister or other order or authority, and includes persons who receive ongoing support from the Minister for Education and Child Development after they turn 18 years of age.
- 3.1.32 **Youth Worker** means any person employed or sub-contracted by the Service Provider to provide care for Children or Young People who can provide proof of having a current and satisfactory Criminal History Assessment from the DCSI Screening Unit.

4 Services

4.1 Service Description

The Service Provider must provide the Services described in Schedule 1 and in accordance with this Service Agreement.

4.2 Provision of Services General Requirements

- 4.2.1 The Service Provider must ensure that Services are provided in accordance with the following legislation:
- 4.2.1.1 the *Adoption Act 1988* (SA);
 - 4.2.1.2 the *Bail Act 1985* (SA);
 - 4.2.1.3 the *Children's Protection Act 1993* (SA) including the Aboriginal Child Placement Principles;
 - 4.2.1.4 the *Coroner's Act 2003* (SA);
 - 4.2.1.5 the *Disability Services Act 1993* (SA);
 - 4.2.1.6 the *Emergency Management Act 2004* (SA);
 - 4.2.1.7 the *Family and Community Services Act 1972* (SA);
 - 4.2.1.8 the *Freedom of Information Act 1991* (SA);

- 4.2.1.9 the *Occupational, Health Safety and Welfare Act 1986* (SA);
 - 4.2.1.10 the *Immigration (Guardianship of Children) Act 1946* (Cth);
 - 4.2.1.11 the *State Records Act 1997* (SA);
 - 4.2.1.12 the *Supported Assistance Accommodation Act 1994* (Cth);
 - 4.2.1.13 the *Young Offenders Act 1993* (SA); and
 - 4.2.1.14 the *Youth Court Act 1993* (SA).
- 4.2.2 The Service Provider must ensure that the Services are provided in accordance with, and are consistent with, the following guidelines and policies:
- 4.2.2.1 Families SA Guardianship and Alternative Care Manual of Practice and all associated policies, procedures, practice guides and protocols;
 - 4.2.2.2 Families SA Child Protection Manuals 1 and 2 and all associated policies, procedures, practice guides and protocols;
 - 4.2.2.3 DECD *Step by Step South Australia*;
 - 4.2.2.4 DECD Carer Assessment and Registration Manual;
 - 4.2.2.5 DFC Alternative Care Support Payment Manual;
 - 4.2.2.6 DFC Information Sharing and Client Privacy Statement;
 - 4.2.2.7 DFC Adverse Events Policy, Practice and Procedures;
 - 4.2.2.8 DFC Special Investigations: Care Concerns Procedures (October 2006);
 - 4.2.2.9 Office of the Guardian for Children and Young People Charter of Rights for Children and Young People in Care;
 - 4.2.2.10 DFC Standards of Alternative Care in South Australia 2008;
 - 4.2.2.11 DFC Care Planning Policy;
 - 4.2.2.12 DFC Family Based Care Policy;
 - 4.2.2.13 DFC Non-Family Based Care Policy;
 - 4.2.2.14 DFC Mandatory Training in Caring for Infants (0 to 2 years of age);
 - 4.2.2.15 DFC Rapid Response – Whole of Government Services for Children and Young People under Guardianship of the Minister;
 - 4.2.2.16 DFC Child Safe Environments: Policies and Procedures; and
 - 4.2.2.17 SAPOL and Families SA Missing Persons Protocol.
- 4.2.3 The Service Provider must take every reasonable step to ensure the safety and proper care of the Child or Young Person. This includes ensuring that all the Service Provider's Staff and Carers are appropriately qualified, properly trained, assessed and supported.

- 4.2.4 The Service Provider will work with the Minister in the transition of Children and Young People from the current service model to an existing service model, or a new service model, that meets the needs of the Child or Young Person.

5 Hours of Operation

The Service Provider undertakes to provide the Services on a 24 hour per day, 7 days per week basis inclusive of public holidays.

6 Target Group

The Service Provider will provide Services to Children and Young People under Guardianship or Custody of the Minister, aged between 0-17 years for whom direct entry into foster care, community residential care or other forms of departmental care is either unavailable or inappropriate.

7 Geographical Coverage

The Service Provider undertakes to provide Services in the following State Government Regions:

Outcomes and Key Performance Indicators

7.1 Outcomes

In providing the Services, the Service Provider will endeavour to achieve the following outcomes for Children and Young People:

- 7.1.1 Children and Young People are living in safe, secure and stable out-of-home placements.
- 7.1.2 Children and Young People in out-of-home care develop a sense of personal and cultural identity
- 7.1.3 Out-of-home care placement capacity is increased.
- 7.1.4 Timely placement of Children and Young People in out-of-home care according to their needs and circumstances
- 7.1.5 Children and Young People in out-of-home care succeed in education and training
- 7.1.6 A stable and skilled workforce to care for Children and Young People in out-of-home care is established

7.2 Key Performance Indicators

In providing the Services, the Service Provider must achieve the following key performance indicators which have been identified and agreed as appropriate key performance indicators in relation to the Services:

- 7.2.1 The Service Provider will report 100% of Carer Concerns to the Child Abuse Report Line within 24 hours of becoming aware of the care concern.
- 7.2.2 Less than 10% of Children or Young People have three or more placement starts (excluding respite) from this Service Provider
- 7.2.3 95% of initial placement referral requests from Families SA Placement Services Unit / Crisis Response Unit were responded to within 24 hours.
- 7.2.4 95% of initial Emergency placement referral requests from Families SA Placement Services Unit / Crisis Response Unit were responded to within 2 hours
- 7.2.5 90% of accepted Emergency Care placements are placed in less than 24 hours.
- 7.2.6 100% of declined referral responses include reasons for the referral being declined.
- 7.2.7 100% of Placement Review Meetings are facilitated by the Service Provider every 28 days for Emergency Placements.
- 7.2.8 The service never exceeds capacity unless otherwise agreed by the Minister.
- 7.2.9 The service provides, or is capable of providing, three (3) Emergency Placements at all times
- 7.2.10 100% of Children who are excluded from school are supported to return by their Carers / Service Provider's Staff
- 7.2.11 100% of Service Provider's Staff receive induction training.
- 7.2.12 95% of Service Provider's Staff have a current Performance Development Plan in place.
- 7.2.13 100% of Children who are suspended from school are supported to return by their Carers / Service Provider's Staff
- 7.2.14 100% of Staff Performance Development Plans are reviewed every 12 months.

8 Outputs and Data

8.1 Outputs

The following have been identified and agreed upon as appropriate outputs in relation to the Services:

- 8.1.1 Documented policies and procedures in relation to safety (security) in out-of-home care are in place in accordance with Families SA Licensing requirements and are reviewed annually.

- 8.1.2 A satisfactory Background Screening and Criminal History Assessment is completed for all Carers, Placement Support Workers and Service Provider's Staff.
- 8.1.3 Quarterly service data reports are received within the prescribed timeframes.
- 8.1.4 Quarterly expenditure reports are received within the prescribed timeframes.
- 8.1.5 Quarterly report about all Care Concerns to be provided by the Service Provider.
- 8.1.6 Quarterly report on placement breakdowns for Children and Young People with more than two placements during their current period of out-home-care
- 8.1.7 Quarterly report on placement referrals declined with explanations provided.
- 8.1.8 Service Provider participation in a regular placement review meetings with the Placement Support Unit and the Families SA Case Manager in all instances where an emergency placement exceeds 42 days.
- 8.1.9 Services to Children and Young People are delivered in accordance with the Case Plans.
- 8.1.10 All school suspension and exclusions of Children and Young People in out-of-home care are reported to Families SA.
- 8.1.11 An Induction Training Program for Service Provider Staff is in place and adopted for training of all new staff.
- 8.1.12 Induction training is provided to all new staff.
- 8.1.13 A current Apply First Aid certificate is held by all staff employed in direct care roles.
- 8.1.14 Every staff member has a Performance Development Plan in place within three months of commencement of employment.
- 8.1.15 An annual review of all Staff's Performance Development Plans is conducted.
- 8.1.16 Training sessions are delivered to staff which target identified training needs.
- 8.1.17 An Annual Training Plan is documented and actioned.
- 8.1.18 A recruitment plan to address staff attrition and meet service growth/needs is established and actioned.

8.2 Service Data

The Service Provider must provide:

- 8.2.1 The number of referrals for Non-family based Emergency Care received.
- 8.2.2 The number of referrals received for Children and Young People from an Aboriginal background.
- 8.2.3 The number of referrals received for Children and Young People from a non-Aboriginal background.
- 8.2.4 The number of Children and Young People Placed during this reporting period.

- 8.2.5 The number of Children and Young People successfully transitioned from other service providers and/or services into sustainable home-based foster care or independent living.
- 8.2.6 Number of nights where the Service Provider did not have capacity to provide the total number of placements specified by this Service Agreement.
- 8.2.7 Total number of nights in the reporting period when a Child or Young Person was missing from the placement.

8.3 Staff Data

The Service Provider must provide:

- 8.3.1 The average number of Service Provider's Staff (FTE) per week or per fortnight during this reporting period.
- 8.3.2 The number of Service Provider's Staff who required Training in accordance with this Service Agreement during this reporting period.
- 8.3.3 The number of Service Provider's Staff who received Training in accordance with this Service Agreement during this reporting period.
- 8.3.4 The total number of hours Training received by the Service Provider's Staff in this reporting period.
- 8.3.5 Any further Training developed and provided, not including orientation or induction.

8.4 Other Data Requirements

- 8.4.1 The Service Providers will work with the Minister in the development of other data reports, as determined by the contract managers, from time to time.
- 8.4.2 The Service Provider must provide such information on volunteers associated with the Service to the Minister as reasonably required by the Minister, from time to time.

9 Reporting

9.1 Service Accountability and Reporting

- 9.1.1 The Service Provider must provide quarterly service data reports in the prescribed format. Quarterly Service Data Reports must be received by the 30th day of the month immediately following the close of each Quarter.
- 9.1.2 The Service Provider must participate in a formal service monitoring process that will occur each Quarter.
- 9.1.3 The service monitoring process may include discussions on Services, outcomes, key performance indicators, outputs, data, target group, use of allocated funds, quality,

financial viability of the Service Provider, management and organisation structure relevant to the Service Provider, Service Provider's Staff, linkages and partnerships, management of care concerns, implementation issues and other relevant issues.

- 9.1.4 The Service Provider must participate in evaluation of the Service, as required from time to time.

9.2 Financial Accountability and Reporting Measures

- 9.2.1 The Service Provider must:

- 9.2.1.1 provide reports to the Minister detailing receipt and expenditure of the Allocated Funds at such times, including such information and in such form as is reasonably required by the Minister. This will include quarterly written reports to be received by the 30th day of the month immediately following the close of each Quarter;
- 9.2.1.2 provide a final expenditure report for the year ending 30 June in each year of the term of this Service Agreement, which must be certified by at least two senior officers of the Service Provider, affirming that the expenditure is in accordance with the provisions of the Master Agreement and this Service Agreement and in particular with clause 7 of the Master Agreement;
- 9.2.1.3 provide to the Minister by 30 November each year of the term of this Service Agreement an audited financial statement for the previous financial year, which may be incorporated in the Service Provider's annual report or be provided as a separate report;
- 9.2.1.4 provide such other financial information in relation to the provision and administration of the Services as is reasonably required by the Minister and must make the financial records relating to the provision of the Services available for inspection by the Minister within 10 Business Days of a written request to that effect by the Minister;
- 9.2.1.5 ensure that all financial statements prepared in respect of the Allocated Funds are prepared in accordance with Australian Accounting Standards and are signed by an appropriate senior officer of the Service Provider; and
- 9.2.1.6 where the Allocated Funds are in excess of \$1,000,000 (GST exclusive) over the term of the Service Agreement, or where the total Allocated Funds the Service Provider receives from the Department on behalf of the Minister or any other Minister to whom the Department is responsible pursuant to any Service Agreement or otherwise are in excess of \$1,000,000 (GST exclusive) in any one financial year, the Service Provider must prepare its financial statements in the nature of a general purpose financial report.

- 9.2.2 Following expiry or early termination of the Service Agreement, the Minister may require any Unexpended Allocated Funds to be recovered in accordance with clause 9 of the Master Agreement.

10 Criminal History Assessment

The Service Provider must comply with the requirements of clause 12 of the Master Agreement. The Service Provider acknowledges that the Minister's rights in that clause which relate to Criminal History Assessment and Background Checks for all Service Provider Staff and all Carers are fundamental to this Service Agreement.

11 Funding and Contact Details

11.1 Commencement Date

11.2 Expiry Date

11.3 Name of Service

11.4 Funding Program

11.4.1 Minister's address for notices:

11.4.2 Service Provider's address for notices:

11.5 Allocated Funds

Payment of Allocated funds will be in accordance with Schedule 1 of this Service Agreement.

11.6 Time and Manner of Payment of Allocated Funds

Subject to the provisions of this Service Agreement and the Master Agreement, the Minister will pay the Allocated Funds quarterly in advance for the financial years specified above.

11.7 Minister's Contract Manager

Attention: Director, Statewide Services

11.8 DECD Liaison Officer

11.9 Service Provider's Contract Manager

11.10 Service Provider's Contact Person for the Service

12 Termination of this Service Agreement

Notwithstanding, and in addition to, any other provision in the Master Agreement, the Minister may terminate this Service Agreement immediately, or on a later nominated date, by written notice to the Service Provider if:

- 12.1.1 the Service Provider breaches any of the provisions set out in clause 4 and clause 10 of this Service Agreement; or
- 12.1.2 either:
 - 12.1.2.1 a Child or Young Person the subject of the Services; or
 - 12.1.2.2 Child, Young Person or Client, the subject of any other services being provided by the Service Provider pursuant to any other Service Agreement entered into under the Master Agreement is put at risk; or
- 12.1.3 without cause at any time by giving three months' written notice to the Service Provider and the Service Provider will have no claim against the Minister in respect of such termination other than in respect of the following:
 - 12.1.3.1 payment of any Allocated Funds (if any) due to the Service Provider in respect of the provision of the Services under this Service Agreement; and
 - 12.1.3.2 any antecedent breaches of this Service Agreement by the Minister.

THE PARTIES EXECUTE THIS SERVICE AGREEMENT AS FOLLOWS:

SIGNED for and on behalf of the **MINISTER FOR EDUCATION AND CHILD DEVELOPMENT**

Signed: Date:

Name: Title:

Minister's Authorised Signatory

(having been duly authorised in that regard)

In the presence of:

Signed: Date:

Name: Title:

SIGNED for and on behalf of

Signed: Date:

(Having been duly authorised in that regard)

Name: Title:

In the presence of:

Signed: Date:

Name: Title:

SCHEDULE 1

Non-Family Based Care Services

1 Service Details

1.1 Model of Care

Non-Family Based Emergency Care

1.2 Description of Services

- 1.2.1 The Service Provider will provide Non-Family Based Emergency Care services for up to three (3) Children/Young People who are under Guardianship or Custody of the Minister.
- 1.2.2 This service is designed to provide short term accommodation (up to 42 days). However, depending on the availability of suitable longer term placements, the Service Provider, Families SA Case Manager and Families SA Placement Services Unit may support an extended placement.
- 1.2.3 The Service Provider will provide a flexible and innovative care model which is tailored to meet the diverse needs of individual Children and Young People and enables a successful transition to long term care.
- 1.2.4 The Service Provider will create a secure and stable environment for Children and Young People by establishing predictable household routines and accountability structures.
- 1.2.5 The Service Provider will ensure that Service Provider's Staff have qualifications and experience appropriate to the age of the Children and Young People resident in the facility.
- 1.2.6 The Service Provider will maintain a strong emphasis on partnership with Families SA Case Managers, and contribute to the Child or Young Person's care plan, by:
 - 1.2.7 Meeting with each relevant Families SA Case Manager on a weekly basis, and reviewing the progress of each Child or Young Person in regards to the life domains established in their care plans.
 - 1.2.8 Following the Families SA Case Manager's instructions regarding the Child or Young Person's care plan.
 - 1.2.9 The Service Provider will maintain a safe working environment for all Service Provider's Staff.

- 1.2.10 The Service Provider will maintain staffing levels, physical structures and operational practices that are focussed upon managing and minimising the risk of Children and Young People exhibiting the following behaviours:
- 1.2.10.1 Extreme behaviours
 - 1.2.10.2 Disruption to other clients
 - 1.2.10.3 Abuse/assault of staff
- 1.2.11 The Service Provider will provide Children and Young People placed at this facility with support to engage in educational, recreational and community based activities as appropriate, and in accordance with the Child or Young Person's care plan.
- 1.2.12 The Service Provider will provide Children and Young People with the opportunity to develop an age appropriate level of independent living skills, and endeavour to include them in household decisions where appropriate.
- 1.2.13 The Service Provider will ensure that Services will be dependent upon referrals from the Families SA Placement Services Unit during Business Hours and Crisis Response Unit after Business Hours only.
- 1.2.14 The Service Provider will engage with the relevant Families SA Case Manager and Placement Services Unit to develop a transition plan for each Child and Young Person in the program.
- 1.2.15 In the event that the breakdown of a placement appears imminent, the Service Provider will attend a Pre-Termination Meeting with the relevant Families SA Case Manager and Placement Services Unit.
- 1.2.16 Should the placement exceed 42 days, the Service Provider will engage in a Placement Review Meeting and will negotiate with the Families SA Case Manager and the Placement Services Unit about any further supports required by the Young Person.
- 1.2.17 The Service Provider will ensure all Service Provider's Staff receive all Training as required by this Service Agreement, and will keep accurate records of all training undertaken by Staff, and all training required in the following reporting period.
- 1.2.18 The Service Provider never exceeds capacity unless otherwise negotiated with the Minister.

1.3 Intake to the Service

- 1.3.1 Referrals for Children and Young People to this Service can only be made through the Families SA Placement Services Unit during business hours and Crisis Response Unit after hours.
- 1.3.2 The Service Provider will use a matching process to ensure all Children and Young People receive care from appropriately matched Service Provider Staff.

1.4 Placement in the Service

- 1.4.1 The Service Provider is committed to ensuring that connections between siblings who have been placed in separate care arrangements, are supported to safely and appropriately maintain contact on a regular basis as detailed by the Case Plan, where appropriate.
- 1.4.2 The Service Provider, Families SA Case Manager and Child or Young Person will develop a Care Plan as soon as possible after the Child or Young Person has entered the Service. The purpose of the Care Plan is to establish and maintain roles and responsibilities of all stakeholders involved in the placement to ensure a clearer understanding of these, inclusive of actions and timelines against the life domains described in the Families SA Case Plan.
- 1.4.3 The Service Provider will create a secure and stable environment for Children and Young People by establishing household routines and accountability structures.
- 1.4.4 The Service Provider will provide Children and Young People placed at this facility with support to engage in educational, recreational and community based activities as appropriate, and in accordance with the Child or Young Person's Case Plan.
- 1.4.5 The Service Provider will provide Children and Young People with the opportunity to develop age appropriate life skills.
- 1.4.6 Cultural links are included in care plans of Aboriginal and Torres Strait Islander Children and Young People and also Children and Young People from culturally and linguistically diverse backgrounds.

1.5 Plans and Support for Children and Young People in Service

- 1.5.1 The Service Provider will work in partnership with the Child or Young Person's Families SA Case Manager and the Child or Young Person to develop the Child or Young Person's Transition Plan when that Child or Young Person is entering and leaving the Service.

1.6 Placement Breakdown

- 1.6.1 The Service Provider must immediately advise the Child or Young Person's Families SA Case Manager in business hours, or the Families SA Crisis Response Unit out of hours, of any problems arising within the placement with the potential to result in placement breakdown.
- 1.6.2 The Service Provider will work with the Child or Young Person's Families SA Case Manager and the Child or Young Person to identify causal factors and any supports that could be provided to maintain the placement.
- 1.6.3 Where the Service Provider and the Child or Young Person's Families SA Case Manager determines that the placement cannot continue, then the Service Provider will attend a pre-

termination meeting. The pre-termination meeting will include the Child or Young Person's Families SA Case Manager and Families SA Placement Services Unit and will identify an action plan that will be implemented to assist in the transition of the Child or Young Person out of the Service. The Service Provider will participate in 100% of pre-termination meetings.

1.7 Transition out of the Service

- 1.7.1 The Service Provider and the Child or Young Person's Families SA Case Manager will support the Child or Young Person in achieving successful transition out of the Service as identified in their Transition Plan.

1.8 Approved Staffing Levels

- 1.8.1 The table below indicates the approved staffing structure for this Service:

1.9 Licensing and Regulation Requirements

- 1.9.1 The Service Provider will be responsible for adhering to licensing requirements under the *Family and Community Services Act 1972 (SA)*.
- 1.9.2 The Service Provider must maintain a current Children's Residential Care Facility Licence at all times.

1.10 Health, Safety and Welfare Matters

- 1.10.1 The Service Provider will have in place, and maintain and practice, appropriate Occupational, Health, Safety & Welfare procedures.
- 1.10.2 The Service Provider will keep documentation and provide training on emergency and critical incident procedures to all Service Provider's Staff and Carers.
- 1.10.3 The Service Provider will have crisis intervention and support policies and procedures.

2 Recruitment, Training and Support of Staff

2.1 Competency Based Training

- 2.1.1 The Service Provider will provide competency based training to their Staff on various topics, including but not limited to:

- 2.1.1.1 induction / orientation to the role

- 2.1.1.2 Child development;
 - 2.1.1.3 behaviour management, including adolescent behaviour;
 - 2.1.1.4 grief, loss and attachment;
 - 2.1.1.5 mandated notification – Child Safe Environments: reporting abuse and neglect;
 - 2.1.1.6 dealing with aggressive and potentially violent behaviour; and
 - 2.1.1.7 the effects of abuse and neglect on Children and Young People.
- 2.1.2 Where the Service Provider provides care for infants (0-2 years), the Service Provider will provide mandated training to Staff on various topics, including but not limited to:
- 2.1.2.1 safe caring practices towards infants, sleeping, feeding, including advice against using U or V-shaped pillows;
 - 2.1.2.2 bathing;
 - 2.1.2.3 prevention of scalds and burns, drowning, falls, choking and poisoning;
 - 2.1.2.4 detailed safety checklist for households with up-to-date information on safety products; and
 - 2.1.2.5 current legislation and safety information relating to transporting Children in cars and safe travel.

2.2 Apply First Aid Certificates

- 2.2.1 The Service Provider must ensure all the Service Provider's Staff have an Apply First Aid Certificate issued by an appropriately certified authority.

2.3 Service Provider's Staff

- 2.3.1 The Service Provider must ensure all Service Provider's Staff possess either or both of the following
- 2.3.1.1 an appropriate tertiary qualification relevant to working in the area of placement provision and support; and/or
 - 2.3.1.2 demonstrated knowledge and competencies appropriate to Certificate 3 or 4 in Youth Work training for working in the area of placement provision.
- 2.3.2 The Service Provider must ensure all Service Provider's Staff have:
- 2.3.2.1 a personal aptitude to undertake the work
 - 2.3.2.2 the ability to work within guidelines
 - 2.3.2.3 knowledge and understanding of

2.3.2.3.1 the *Children's Protection Act 1993* (SA), in particular the focus on the safety of Children and Young People; and

2.3.2.3.2 the *Children's Protection Act 1993* (SA) in particular the focus on the safety of Children and Young People;

2.3.2.3.3 the *Family and Community Services Act 1972* (SA) as it relates to the licensing of foster care agencies; and

2.3.2.3.4 the effects of abuse and neglect on Children and Young People.

2.3.2.4 knowledge and experience

2.3.2.4.1 in strategies to deal with challenging and difficult behaviours displayed by Children and Young People.

2.3.3 The Service Provider will provide training to its Staff on Child sexual abuse prevalence, tactics used to silence Children, protective behaviours and caring for a Child or Young Person who has been sexually abused, per Recommendation 17 of the *Children in State Care Commission of Inquiry*.

2.3.4 The Service Provider will provide training to its Staff on therapeutic supports for Children and Young People in care. The Service Provider will also provide specialised training for all Staff who work with Children and Young People with high or complex care needs or disability. Specialised training includes issues concerning the prevalence of sexual abuse of Children and Young People with disabilities, assessing behaviours as indicators of sexual abuse, supporting and responding to disclosure per Recommendation 18 of the *Children in State Care Commission of Inquiry*.

2.4 Service Provider Support

2.4.1 The Service Provider will support, supervise and manage Service Provider's Staff to ensure compliance with the requirements of this Service Agreement by various means including

2.4.1.1 orientation to the role;

2.4.1.2 ongoing training relevant to the role;

2.4.1.3 regular supervision and performance review;

2.4.1.4 24 hour access to telephone advice;

2.4.1.5 support to Service Provider Staff who may be the subject of a care concern or special investigation;

2.4.1.6 access to Employee Assistance Program for counselling services; and

2.4.1.7 ensure the safety and proper care of Children and Young People by appropriately qualified and trained Service Provider's Staff.

3 Funding Details