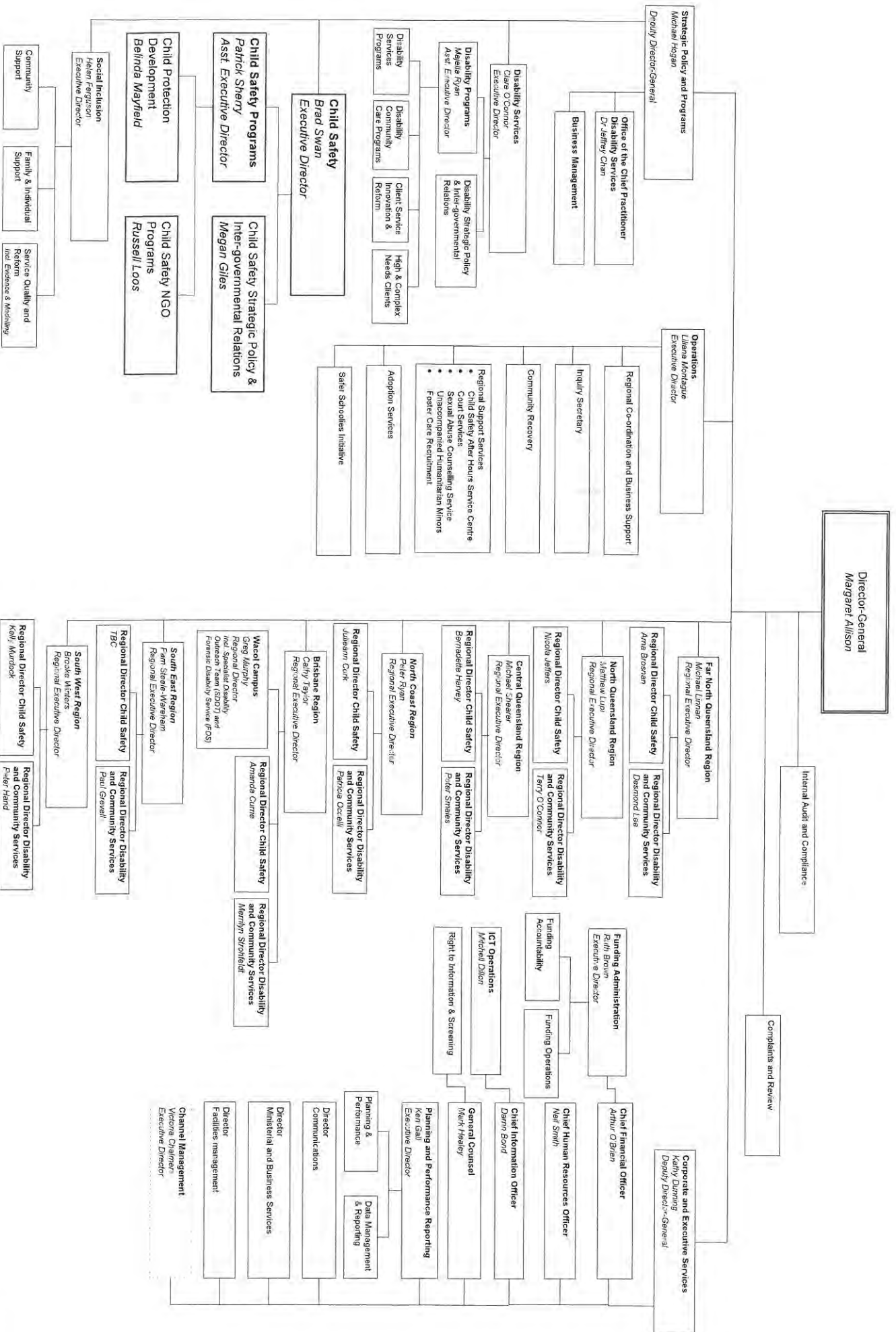


Department of Communities, Child Safety and Disability Services  
Organisational Arrangements



QUEENSLAND CHILD PROTECTION  
COMMISSION OF INQUIRY

**Attachment Marking**

This and the preceding 1 pages is the annexure mentioned and referred to as

“ATTACHMENT 1” in the statement of BRADLEY SWAN taken on 10/08/2012.



Witness signature



Signature of officer

<b>Child Protection Act 1999</b>	
<b>Changes (Chronological)</b>	<b>Details of amendments made</b>
<p><i>Child Protection Act 1999</i></p> <p>Commenced 23 March 2000</p>	<p>The <i>Child Protection Act 1999</i> replaced the <i>Children's Services Act of 1965</i>.</p> <p>The introduction of new child protection legislation in Queensland was brought in to more adequately define the role of Government in protecting children and supporting families. The legislation emphasised the role of families in protecting children, and recognised the need to involve parents and children in making decisions about meeting the child's needs. Provisions sought to ensure that the child's voice is heard throughout the child protection process, and that children are not further disadvantaged when they are placed in the custody or under the guardianship of the State.</p> <p>The new legislation provided requirements for minimum standards of care to be met when children are in the custody or under the guardianship of the chief executive in out-of-home care.</p> <p>The legislation also introduced nationally accepted principles of the Aboriginal and Torres Strait Islander Child Placement Principle for the provision of child protection services to indigenous children and families. The legislation complied with the <i>Legislative Standards Act 1992</i> in that it has clear appeal processes and emphasises accountability in planning and decision-making.</p>
<p>Re-print 1 as a result of the <i>Child Protection Amendment Act 2000</i> (Act No. 7)</p> <p>Commenced 20 April 2000</p>	<p>The Act amended the <i>Child Protection Act 1999</i> to:</p> <ul style="list-style-type: none"> <li>• Provide for a scheme for the transfer of child protection proceedings and orders between Queensland and those other Australian States and Territories and New Zealand which have enacted a similar arrangement. The scheme established in the Act enabled: <ul style="list-style-type: none"> <li>– children to move between the States, Territories and New Zealand while retaining the protection of the relevant child welfare agencies;</li> <li>– the transfer of confidential case information from the referral agency to the receiving agency;</li> <li>– a consistent approach to the assessment of potential carers, and better ensure that placements are appropriate for the child; and</li> <li>– registration and administration of child protection orders in the Court of the State or Territory in which the child resides;</li> </ul> </li> <li>• Implement certain recommendations of the <i>Inquiry into Abuse of Children in Queensland Institutions</i> ('the Forde Inquiry') to help ensure the safety of children in residential facilities under the custody or guardianship of the chief executive;</li> <li>• Clarify some clauses of the <i>Child Protection Act 1999</i> and rectify minor omissions and anomalies in the Act.</li> </ul>
<p>Re-print 1A as a result of the <i>Statute Law (Miscellaneous Provisions) Act 2000</i> (Act No. 46)</p> <p>Commenced 25 October 2000</p>	<p>Amendments corrected minor errors in the <i>Child Protection Amendment Act 2000</i> discussed above.</p>

Changes (Chronological)	Details of amendments made
Re-print 1B as a result of the <i>Succession and Other Acts Amendment Act 2000</i> (Act No. 55)  Commenced 17 November 2000	<p>The object of the Amendment Act was to allow a parent or guardian of a child to appoint a person as a guardian of the child by will to take effect either on the death of the parent or guardian, or on the death of the child's last remaining parent. A new section 259A was inserted in the Act to achieve this objective.</p> <p><b>Reasons for the Act</b></p> <p>The <i>Children's Services Act 1965</i> (the repealed Act) was replaced by the <i>Child Protection Act 1999</i> on 23 March 2000. Section 90 of the repealed Act allowed a parent of a child to appoint a person as a guardian of the child under the person's will. Under the repealed Act, a person appointed as a guardian under a parent's will would then have all of the necessary powers in relation to that child including the ability to take the child into his or her care. It is likely that many parents have provided for the guardianship of their children under existing wills. The effect of the repeal of section 90 is that these directions will now only amount to the expression of a wish with no legal effect. The Amendment Act re-instated this power, to allow parents to make a legally effective appointment of a person as a guardian of a child in the event of their death.</p>
Re-print 1C & 2 as a result of the: <i>Commission for Children and Young People Act 2000</i> (Act No. 60)  Commenced 2 February 2001	<p>Amendments to the <i>Child Protection Act 1999</i> related to Section 186. That section provides authority to a person to disclose the identity of a notifier in certain circumstances. The amendment allowed such disclosure to be made to the Commission for Children and Young People and Child Guardian in compliance with that Act or by way of evidence given in a legal proceeding.</p> <p><b>Other background information</b></p> <p>A review of the <i>Commission for Children and Young People Act 2000</i> (the "Briton Review") made 66 recommendations relating to the broadening of the role of the Children's Commission to enhance its effectiveness in meeting the needs of children and young people in Queensland. In addition, the <i>Commission of Inquiry into Abuse of Children in Queensland Institutions</i> (the "Forde Inquiry") made several recommendations relating to the Children's Commission to help ensure the safety of children in out-of-home residential facilities and juvenile detention centres. The Act implements those parts of the Government's response to the recommendations of the Forde Inquiry and Briton Review that required legislative amendment to the Commission's powers. The Act also made changes to employment screening for child-related employment.</p>
Re-print 2A as a result of the: <i>Ombudsman Act 2001</i> (Act No. 73)  Commenced 3 December 2001	<p>Amendments to the <i>Child Protection Act 1999</i> related only to Section 186. That section provides authority to a person to disclose the identity of a notifier in certain circumstances. The amendment allowed such disclosure to be made to the Ombudsman conducting an investigation under the <i>Ombudsman Act 2001</i>.</p>
Re-print 2B as a result of the <i>Adoption of Children Amendment Act 2002</i> (Act No. 21)  Commenced 17 May 2002	<p>Made one amendment to section 190(2)(c) to correct a minor drafting error (inserted the words 'by stating').</p>

<b>Child Protection Act 1999</b>	
<b>Changes (Chronological)</b>	<b>Details of amendments made</b>
<p>Re-print 2C as a result of the <i>Domestic Violence Legislation Amendment Act 2002</i> (Act No. 6)</p> <p>Commenced 10 March 2003</p>	<p>Made minor and consequential amendments to the <i>Child Protection Act 1999</i>. Reference to the '<i>Domestic Violence (Family Protection) Act 1989</i>' was changed to the '<i>Domestic and Family Violence Protection Act 1989</i>' and reference to 'spouse' was removed from Section 97(7)(b).</p>
<p>Re-print 2D as a result of the <i>Discrimination Law Amendment Act 2002</i> (Act No. 74)</p> <p>Commenced 1 April 2003</p>	<p>Made one minor and consequential amendment to section 131(3) in the <i>Child Protection Act 1999</i> that dealt with approvals of foster carers and kinship carers. The amendment removed reference to "husband and wife" from section 131(3) of the Act and replaced it with "spouse". Spouse is inclusive of "de facto partners" under the new definition of "spouse" in the <i>Acts Interpretation Act 1954</i>.</p>
<p>Re-print 2E and 2F/3 as a result of the <i>Child Protection (International Measures) Act 2003</i> (Act No. 57)</p> <p>Staggered Commencement 18 September 2003 21 November 2003</p>	<p>The Act implemented the <i>Hague Convention on Jurisdiction, Applicable Law, Recognition, Enforcement and Co-operation in Respect of Parental Responsibility and Measures for the Protection of Children</i> (the Child Protection Convention) in Queensland. The Act required consequential amendments to the <i>Child Protection Act 1999</i>. A new administrative provision 6A was inserted that noted <i>The Child Protection (International Measures) Act 2003</i> includes provisions about the exercise of jurisdiction under this Act. Amendments to Section 186 were also made. That section provides authority to a person to disclose the identity of a notifier in certain circumstances. The amendment allowed the sharing of information, disclosing the identity of a notifier with central authorities of Convention countries under Part 6 of the <i>Child Protection (International Measures) Act 2003</i>.</p> <p>Other amendments were also made to re-draft the definition of "parent" for the purpose of seeking court orders in the Act. There were two identified problems with the way the original definition of 'parent' was drafted. The original definition of 'guardian' could technically exclude a person who has some, but not all, the duties, powers, responsibilities and authority etc. The definition could therefore technically exclude a parent, or another person such as a grandparent, who has a Family Court parenting order that allocates only some aspects of parental responsibility to the person. The second problem is that 'a person with custody of the child' could include a person who has mere possession of the child.</p> <p>The new definition ensured that mothers and fathers, persons who have Family Court residence or contact orders for the child (including persons who have overseas parenting orders that are registered in the Family Court) and persons who have custody or guardianship of the child under a law of Queensland or another State (such as pursuant to a Supreme Court order or as testamentary guardian under a will) are parents for the purpose of Childrens Court proceedings under the Act.</p> <p>A number of other minor drafting corrections and consequential amendments were also made.</p>
<p>Re-print 3A as a result of the <i>Police Powers and Responsibilities and Other Legislation Amendment Act 2003</i> (Act No. 92)</p> <p>Commenced 1 April 2004</p>	<p>Made one minor amendment to section 248 of the <i>Child Protection Act 1999</i>. The Amendment Act removed the part of the section that dealt with prohibiting the tattooing of children. The offence was transferred to the <i>Vagrants Gaming and Other Offences Act 1931</i>.</p>

## Child Protection Act 1999

Changes (Chronological)	Details of amendments made
Re-prints 3B& 3C as a result of the <i>Child Safety Legislation Amendment Act 2004</i> (Act No. 13)  Staggered Commencement 1 August 2004 & 1 September 2004	<p>The objective of the Act was to implement the first stage of legislative reforms resulting from the Crime and Misconduct Commission's report <i>Protecting Children: An Inquiry into Abuse of Children in Foster Care</i>. Much of the Act addressed powers of the Commission for Children and Young People and Child guardian and included expanded monitoring functions and reforms to the Community Visitor program.</p> <p>Amendments to the <i>Child Protection Act 1999</i> that commenced on 1 August 2004 included:</p> <ul style="list-style-type: none"> <li>• Enabled the Department of Child Safety to respond to notifications made before a child is born that the child may be at risk of harm after birth.</li> <li>• Requiring certain government agencies to annually report on departmental operations relevant to child protection and required a consolidated report to be prepared for the Minister for Child Safety to table in the Legislative Assembly. This report is referred to as the <i>Child Protection Partnerships Report</i>.</li> <li>• Providing a framework for the Department of Child Safety's role in conducting case reviews for child deaths. This included provisions that protected persons from liability for defamatory actions. The protection was necessary because the quality and effectiveness of child death case review and research functions would be jeopardised if people could not freely and frankly disclose and consider all relevant information. Amendments were also made to provide safeguards to prevent disclosure of identifying information that will serve to address risk to the reputation of persons.</li> </ul> <p>Amendments to the <i>Child Protection Act 1999</i> that commenced on 1 September 2004 included:</p> <ul style="list-style-type: none"> <li>• Reordering the child protection principles in the Act so it is administered according to an overarching principle that the welfare and best interests of a child are paramount. The amendment reinforced the existing requirement that children's rights, interests and welfare should take precedence over the rights and interests of adults where there is a conflict. A new principle that the child should be kept informed of matters affecting him or her in a way that is appropriate having regard to their age and ability to understand was also included.</li> </ul>
Re-print 3D as a result of the <i>Commission for Children and Young People and Child Guardian Amendment Act 2004</i> (Act No. 49)  Commenced 17 January 2005	<p>Made one amendment: Created a new section into the <i>Child Protection Act 1999</i>: 140A (Chief executive may notify Commissioner for Children). The new section deals with the procedure for transferring information about certain disciplinary actions, namely amendment, suspension, or cancellation of a foster carer's authority by the chief executive of the Department of Child Safety to the Commissioner.</p>
Re-print 3E as a result of the <i>Health Legislation Amendment Act 2005</i> (Act No. 10)  Commenced 29 April 2005	<p>Made consequential amendments to section 194 to ensure the correct entity or person is being referenced e.g. replaced "health service employees" with "a health services designated person".</p>
Re-print 3F as a result of the <i>Child Safety Legislation Amendment Act 2004</i> (no.2) (Act No. 36)	<p>The Act implemented the second stage of legislative reforms resulting from the Crime and Misconduct Commission's report <i>Protecting Children: An Inquiry into Abuse of Children in Foster Care</i>. The amendments strengthened:</p> <ul style="list-style-type: none"> <li>• coordination of agency responses to the protection and care needs of children including establishing the Suspected Child Abuse and Neglect (SCAN) system and removing legislative barriers to the exchange of timely information between government agencies,</li> </ul>

<b>Child Protection Act 1999</b>	
<b>Changes (Chronological)</b>	<b>Details of amendments made</b>
<p>Commenced 30 April 2005</p>	<ul style="list-style-type: none"> <li>• case planning processes for children subject to ongoing intervention under the <i>Child Protection Act 1999</i>,</li> <li>• reporting of suspected harm to children by mandating doctors and nurses to notify the Department of Child Safety,</li> <li>• the monitoring powers of the Commission for Children and Young People and Child Guardian by extending those powers to other agencies (these amendments were made to the <i>Commission for Children and Young People and Child guardian Act 2000</i>)</li> </ul>
<p>Re-print 3G as a result of some amendments in the <i>Child Safety Legislation Amendment Act 2005</i> (Act No. 40)</p> <p>Commenced 1 September 2005</p>	<p>The Act implemented the third stage of legislative reforms resulting from the Crime and Misconduct Commission's report <i>Protecting Children: An Inquiry into Abuse of Children in Foster Care</i> that related to the regulation of out-of-home care.</p> <p>The amendments to Chapter 4 incorporated into the <i>Child Protection Act 1999</i> a regulatory scheme for all carers. In addition to foster carers, it provided for the regulation of kinship carers and provisionally approved carers so that all children who are placed by the chief executive with carers other than their parents are in the care of a carer who has been approved by the chief executive.</p>
<p>Re-print 3H as a result of the <i>Public Health Act 2005</i> (Act No. 48)</p> <p>Commenced 1 March 2006</p>	<p>Made one minor and consequential amendment to section 159 of the <i>Child Protection Act 1999</i> that ensured reference to sections in the 'Health Act 1937' was replaced with the new sections in the '<i>Public Health Act 2005</i>'.</p>
<p>Re-print 4 as a result of some amendments in the <i>Child Safety Legislation Amendment Act 2005</i> (Act no. 40) &amp; <i>Child Safety (Carers) Amendment Act 2006</i> the (Act No. 17)</p> <p>Commenced 31 May 2006</p>	<p><b>Child Safety Legislation Amendment Act 2005</b></p> <p>The Act implemented the third stage of legislative reforms resulting from the Crime and Misconduct Commission's report <i>Protecting Children: An Inquiry into Abuse of Children in Foster Care</i>. The remaining amendments that commenced on 31 May 2006 strengthened:</p> <ul style="list-style-type: none"> <li>• safeguards for children and families when children in need of protection under the Act are placed by the government with the agreement of their parents,</li> <li>• the working relationship between the government and the Indigenous community in relation to Aboriginal and Torres Strait Islander children within the child protection system,</li> <li>• requirements to ensure the unique cultural identity needs of Aboriginal and Torres Strait Islander children are met when they require placement away from their parents and family,</li> </ul> <p><b>Child Safety (Carers) Amendment Act 2006</b></p> <p>The Act transferred criminal history screening of certain people involved in providing care services to children under the <i>Child Protection Act 1999</i> from the Department of Child Safety (the Department) to the Commission for Children and Young People and Child Guardian (the Commission). The Act expanded the categories of regulated employment and regulated businesses subject to the Commission's employment screening (blue card) regime so as to include the following "relevant persons":</p> <ul style="list-style-type: none"> <li>• foster and kinship carers and their adult household members (regulated employment)</li> <li>• nominees and directors of licensed care services (regulated business)</li> <li>• persons whose functions of employment are carried out inside a licensed residential facilities (regulated employment)</li> <li>• persons employed by licensed care services supporting placements with approved carers (regulated employment)</li> <li>• persons whose usual activities of their business involve, or are likely to involve providing services inside a licensed residential facility (regulated employment).</li> </ul>

<i>Child Protection Act 1999</i>	
Changes (Chronological)	Details of amendments made
	<p><b>Note:</b> The Act also omitted several sections of the <i>Child Safety Legislation Amendment Act 2005</i> (Act no. 40) that were never proclaimed into force.</p>
<p>Re-print 4A as a result the <i>Education (General Provisions) Act 2006</i> (Act No. 39) Commenced 30 October 2006</p>	Made minor and consequential amendments to section 159D of the <i>Child Protection Act 1999</i> regarding the definition of a student hostel.
<p>Re-print 4B as a result the <i>Community Services Act 2007</i> (Act No. 38) Commenced 30 November 2007</p>	Made amendments to the <i>Child Protection Act 1999</i> that inserted new provisions to enable information acquired in the administration of the <i>Child Protection Act 1999</i> to be made available to the officers of the department (juvenile justice) for the purposes of the <i>Juvenile Justice Act 1992</i> . However, this did not extend to information about the identity of a notifier (section 186, <i>Child Protection Act 1999</i> ).
<p>Re-print 4C as a result the <i>Commission for Children and Young People and Child Guardian and Another Act</i> (Act No. 18) Commenced 2 June 2008</p>	Made consequential amendments that related to the requirements about the notification of 'other information' about licences and associated persons to the Commission for Children and Young People and Child Guardian.
<p>Re-print 4D as a result of the <i>Justice and Other Information Disclosure Act 2008</i> (Act no. 40) Commenced 11 June 2008</p>	Amendments expanded the functions of the chief executive (child safety) to permit that Department's participation in the collection and publication of information and statistics about, and the promotion and conduct of research into, harm to children; the life outcomes of children in care; and the relationship between the criminal justice system and the child protection system. These reforms supported the Integrated Justice Information System (IJS) initiatives and relate to the purposes for which information is shared between the Department of Child Safety, the Department of Justice and Attorney-General and the Queensland Police Service.
<p>Re-print 5 as a result of the <i>Child Protection Amendment Act 2000</i> (Act No. 7) (as amended by Act no.46) &amp; the <i>Child Protection (Offender Prohibition Order) Act 2008</i> (Act no. 17) Commenced 3 November 2008</p>	Amendments made to Part 2A of the Act that include the <i>Saving provision for Child Protection Amendment Act 2000</i> .



**Child Protection Act 1999**

<b>Changes (Chronological)</b>	<b>Details of amendments made</b>
<p>Re-print 5A as a result of Mater Public Health Services Act 2008 (Act no. 60)</p> <p>Commenced 12 December 2008</p>	<p>Made minor and consequential amendments to section 159D and the definition of 'prescribed entity' to also include the chief executive officer of the Mater.</p>
<p>Re-print 5B as a result of <i>Criminal Code and Other Legislation (Miscconduct, Breaches of Discipline and Public Sector Ethics) Amendment Act 2009</i> (Act no.25)</p> <p>Commenced 2 November 2009</p>	<p>Made minor and consequential amendments to Schedule 3 definition of 'government entity' and replaced 'Public Service Act 1996' with 'Public Service Act 2008'.</p>
<p>Re-print 6 as a result of <i>Queensland Civil and Administrative Tribunal (Jurisdiction Provisions) Amendment Act 2009</i> (Act no.24) &amp; <i>State Penalties Enforcement and Other Legislation Amendment Act 2009</i> (Act no.48)</p> <p>Commenced 1 December 2009</p>	<p><b>Queensland Civil and Administrative Tribunal (Jurisdiction Provisions) Amendment Act 2009</b></p> <p>The Act inserted several new sections into the <i>Child Protection Act 1999</i> that recognised many children involved in QCAT proceedings will have suffered abuse and neglect within their families. It was the policy position of the Government that they should not then be required to give evidence and be cross-examined in an administrative proceeding where a party to the proceeding is likely to be the person who abused them.</p> <ul style="list-style-type: none"> <li>Section 99T (<u>Children must not be compelled to give evidence</u>): provides that children cannot be compelled to give evidence in a proceeding for a reviewable decision under the <i>Child Protection Act 1999</i> and specifically overrides the QCAT Act so that children must not be required to attend a hearing of a proceeding to give evidence or produce a statement document or other thing to the tribunal.</li> <li>Section 99V (<u>Children giving evidence or expressing their views to the tribunal</u>): provides that where children are giving evidence or expressing their views to the tribunal only the constituting members, the lawyer, the separate representative and the child's support person may be present.</li> <li>Section 99W (<u>Questioning of children</u>): prohibits the cross examination of children who give evidence or express their views to the tribunal</li> <li>Section 99ZD(<u>Confidentiality orders</u>): gives the tribunal the power to make confidentiality orders in relation to documents produced, or evidence given to the tribunal. This ensures that very sensitive information about a child is not released that could result in further harm to a child or young person, or jeopardise the safety of another person or unduly interfere with the privacy of a child or another person.</li> </ul> <p><b>State Penalties Enforcement and Other Legislation Amendment Act 2009</b></p> <p>Made one amendment to Section 99H(2) (constitution of tribunal) which required "a compulsory conference must be heard by at least 2 members, at least 1 of whom is a legally qualified member".</p>

## Child Protection Act 1999

## Changes (Chronological)

## Details of amendments made

<p>Re-print 6A as a result of the <i>Adoption Act 2009</i> (Act no.29) Commenced 1 February 2010</p>	<p>Made consequential amendments to a number of sections in the <i>Child Protection Act 1999</i>.</p> <ul style="list-style-type: none"> <li>Section 51Z1 (Ending an agreement): to provide for a care agreement, referred to in the section, to end if the chief executive otherwise gains custody of the child under the <i>Adoption Act 2009</i>.</li> <li>Section 186 (Confidentiality of notifiers of harm or risk of harm): to acknowledge the disclosure of the identity of a notifier referred to in that section is lawful if the disclosure is made for the performance by the chief executive (adoptions) of his or her functions under the <i>Adoption Act 2009</i>.</li> <li>Section 187 (Confidentiality of information obtained by persons involved in administration of Act): to authorise people the use, disclosure or giving of access under that section where it is for the performance by the chief executive (adoptions) of his or her functions under the <i>Adoption Act 2009</i>.</li> <li>Amendment of sch 3 (Dictionary): to include a definition of chief executive (adoptions), which is defined to mean the chief executive of the department in which the <i>Adoption Act 2009</i> is administered.</li> </ul>
<p>Re-print 6B as a result of the <i>Juvenile Justice and Other Acts Amendment Act 2009</i> (Act no.34) Commenced 29 March 2010</p>	<p>Made minor amendments to a number of sections in the <i>Child Protection Act 1999</i>.</p> <ul style="list-style-type: none"> <li>Section 193 (Restrictions on reporting certain court proceedings): to omit references to the person in relation to whom the offence is alleged to have been committed, but to retain its application to child witnesses in relation to certain court proceedings. The definition of 'proceedings' is amended to include proceedings for a charge against a child.</li> <li>Inserts a new Chapter 6, Part 6, Division 4, sections 194-194B: to make it an offence to publish identifying information about a person who is or was a child in relation to whom an offence was committed or is alleged to have been committed. Inclusion of section 194A and 194B were included to enable a defendant and appellant to apply to the court for a direction that this requirement does not apply in a particular case.</li> </ul>
<p>Re-print 6C as a result of the <i>Criminal History Screening Legislation Amendment Act 2010</i> (Act no. 5) Commenced 1 April 2010</p>	<p>Made a number of consequential amendments as a result of the terms and operation for criminal history screening. The Act also introduced new sections and requirement for the Chief Executive to notify the Childrens Commissioner of disciplinary action.</p> <ul style="list-style-type: none"> <li>Section 140A: Requires the Chief Executive when they amend, suspend or cancel a persons licence or carer approval and reasonably believes further disciplinary action may be relevant, to notify the Childrens Commissioner.</li> <li>Section 269: provides that if, before the commencement of the Act, the chief executive amended, suspended or cancelled a certificate of approval and at the commencement, the chief executive has not notified the children's commissioner of the disciplinary action, section 140A of the amended act applies in relation to the giving of the disciplinary action.</li> </ul>
<p>Re-print 6D as a result of the <i>Health Legislation (Health Practitioner Regulation National Law) Amendment Act 2010</i> (Act no.14) Commenced 1 July 2010</p>	<p>Made a number of consequential amendments recognising new definitions required under national consistent laws. From its commencement on 1 July 2010, the National Law replaced ten of the existing Queensland health practitioner registration Acts and partially replaced an eleventh.</p>
<p>Re-print 6E as a result of some changes made in the <i>Child Protection and Other Acts Amendment Act 2010</i> (Act no.33)</p>	<p><b>Certain sections of the <i>Child Protection and Other Acts Amendment Act 2010</i></b></p> <ul style="list-style-type: none"> <li>Amendments were made to strengthen the paramount principle to reflect the department's focus on the immediate safety and long-term wellbeing of children, as well as their best interests. The Act also provided a legislative framework to guide those exercising powers or making decisions under the Act in applying the paramount principle and required the Childrens Court to consider certain</li> </ul>

*Child Protection Act 1999*

<b>Changes (Chronological)</b>	<b>Details of amendments made</b>
<p>Commenced 1 October 2010</p>	<ul style="list-style-type: none"> <li>parts of the framework and give reasons for its decisions.</li> <li>Amendments were made to the legislative requirements for case planning and working with families. Amendments facilitated greater consideration about a child's long-term stability and wellbeing when making child protection orders.</li> <li>Amendments were made to extend scenarios in which information about a child may be shared to include services to decrease the likelihood of children becoming in need of protection. These amendments were required to support the 'Helping out Families' initiative.</li> <li>Amendments changed time periods for certain practice requirements to specify "business days".</li> <li>Amendments adjusted case planning and family group meeting processes to enhance the department's ability to work with families.</li> </ul>
<p>Re-print 7 as a result of some changes made in the <i>Child Protection and Other Acts Amendment Act 2010</i> (Act no.33)</p> <p>Commenced 29 November 2010</p>	<p><b>Certain sections of the <i>Child Protection and Other Acts Amendment Act 2010</i></b></p> <p>Amendment was made to Section 136D clarifying the time period allowed for the provisional approval of carers. The amendment ensured the period of provisional approval is up to a maximum of 90 days. Amendments were also made to the definition of "disqualifying event" in section 140AB, 140AC and 140AF and inserts a definition of "prohibiting event". The meaning of "prohibiting event" is the same as the meaning of "disqualifying event".</p>
<p>Re-print 7A as a result of some changes made in the <i>Child Protection and Other Acts Amendment Act 2010</i> (Act no.33)</p> <p>Commenced 29 August 2011</p>	<p><b>Certain sections of the <i>Child Protection and Other Acts Amendment Act 2010</i></b></p> <p>Amendments included:</p> <ul style="list-style-type: none"> <li>The introduction of a new temporary custody order and transition order</li> <li>Extending the definition of "harm" so that it is clear that harm can be the cumulative result of a number of incidents of abuse or neglect and can include a series or combination of acts, omissions or circumstances over an extended period of time.</li> <li>Changing time periods for certain practice requirements to specify "business days".</li> <li>Recognition of the role and import relationship established when long-term guardianship to suitable relative or other suitable person has been achieved for a child or young person in care.</li> <li>Clarifying the obligations to inform police of suspected criminal offences.</li> </ul>
<p>Re-Print 7B as a result of the <i>Family Responsibilities Commission and Other Acts Amendment Act 2011</i> (Act no.35)</p> <p>Commenced 4 November 2011</p>	<p>Made several clarifying amendments which rectified technical issues identified in the operation of the Act:</p> <ul style="list-style-type: none"> <li><b>Section 12 (What is effect of custody):</b> Section 12 sets out the effect of custody under the <i>Child Protection Act 1999</i>. The section applies when an authorised officer or police officer takes a child into the chief executive's custody or when the chief executive has custody under a care agreement or an assessment order or a child protection order. A temporary custody order is separate from those arrangements and section 12(1)(c) is amended to include the temporary custody order so that the all of the circumstances in which the chief executive may have custody of a child are covered</li> <li><b>Section 162 (Offence to remove child from carer):</b> Section 162 applies when a child is in the chief executive's custody or guardianship under an assessment order or a child protection order or a care agreement. It prohibits a person from unlawfully removing a child from the care of the child's carer or from keeping a child who has been removed or keeping a child who has been removed lawfully beyond the period allowed. Section 162 is amended so that the offence provision and penalty will also apply when a child is in the chief executive's custody under a temporary custody order.</li> <li><b>Section 166 (Offence to refuse contact with child in custody or guardianship):</b> Section 166 defines "child" for the purposes of the section as a child who is in the chief executive's custody or guardianship under an assessment order or child protection order. The section makes it an offence for a person, without reasonable excuse, to refuse an authorised officer permission to enter premises to have contact with a child to ensure the child's protection. Section 166 is amended so that the definition of "child" includes a child in the chief executive's custody under a temporary custody order. The effect of the amendment is to extend the offence provision and</li> </ul>

<i>Child Protection Act 1999</i>	
Changes (Chronological)	Details of amendments made
<p>Re-Print 7C as a result of <i>Education and Care Services National Law (Queensland) Act 2011</i> (Act no.38)</p> <p>Commenced 1 January 2012</p>	<p>Made one amendment to section 17 to also include reference to "care service premises". Section 17 provides authorised officers and police officers with the necessary powers to have contact with children in education and care settings. The amendments were made to ensure the <i>Child Protection Act 1999</i> properly reflected the new national education and care system, including national applied laws for early childhood education and care services.</p>
<p>Re-Print 7D as a result of the <i>Health and Health Boards Act 2001 1</i> (Act no. 32) amended by the <i>Hospital Network and Other Legislation Act 2012</i> (Act no.9) &amp; the <i>Health Legislation (Health Practitioner Regulation National Law) Amendment Act 2012</i></p> <p>Commenced 1 July 2012</p>	<p>Consequential amendments to the <i>Child Protection Act 1999</i>. Schedule 3, definition of health practitioner and reference to Health and Hospital Boards that required changes to certain section that dealt with Service Delivery and Coordination of Information (section 159 and Section 248). Amendments ensured the Act referenced the correct entities and persons.</p>

QUEENSLAND CHILD PROTECTION  
COMMISSION OF INQUIRY

**Attachment Marking**

This and the preceding 10 pages is the annexure mentioned and referred to as

**“ATTACHMENT 2”** in the statement of BRADLEY SWAN taken on 10/08/2012.



Witness signature



Signature of officer

## Attachment 3: Child protection data and trends

Responsibility for protecting the safety and wellbeing of Queensland's children and young people falls to the whole community. When parents are unable, or unwilling, to protect their children from harm, it is the role of government to work with families, the community and non-government partners to ensure the ongoing safety and wellbeing of these children.

The Department of Communities has the lead role in supporting prevention and early intervention services for children, young people and their families. The delivery of child protection services is enabled by the *Child Protection Act 1999*, which empowers Child Safety Services to ensure a child or young person's immediate protection and ongoing safety and wellbeing. This involves responding to allegations of harm, providing support services to strengthen and support families to reduce the incidence of harm, and ensuring children and young people who are unable to live with their families receive stable, safe and secure out-of-home care.

Other government agencies, such as the Department of Education, Training and Employment and the Department of Housing and Public Works play a critical role in the provision of services aimed at meeting the wellbeing needs of children in need of protection. Partnerships with non-government service providers and stakeholders, including foster carers and Indigenous recognised entities are also crucial in providing an integrated response to vulnerable children and families.

This paper presents some of the main data on Queensland's child protection system. For more child protection data and details of key system reforms and their impact on reported figures, refer to the *Our Performance* section of the Department of Communities, Child Safety and Disability Services website at: <http://www.communities.qld.gov.au/childsafety/about-us/our-performance>.

## Intakes

The intake phase is the initial decision making point where the department determines its response to reports of suspected harm, or risk of harm to a child, or to unborn child who may be at risk of harm after he or she is born. It is initiated when information is received by the department from a notifier about harm or risk of harm to a child.

Each day, the department receives a large number of such reports from a variety of sources including parents, neighbours, health sources, friends and relatives, police and school personnel.

The department may respond by:

- recording a general enquiry
- recording a **child concern report** if the concerns raised suggest that a child is not in need of protection
- recording a **notification** when the concerns raised suggest that a child needs protection. This decision involves assessing the concerns raised, checking any child protection history, and completing other checks such as seeking additional information from other agencies or professionals.

Intakes have continued to increase over the last five years, reaching 112,518 for 2010-11. This represents an increase of 152.1 per cent from 2003-04, when the department recorded 44,631 intakes during the year (see Table 1, Figure 1).

Table 1. Number of intakes, Queensland, 2003-04 to 2010-11.

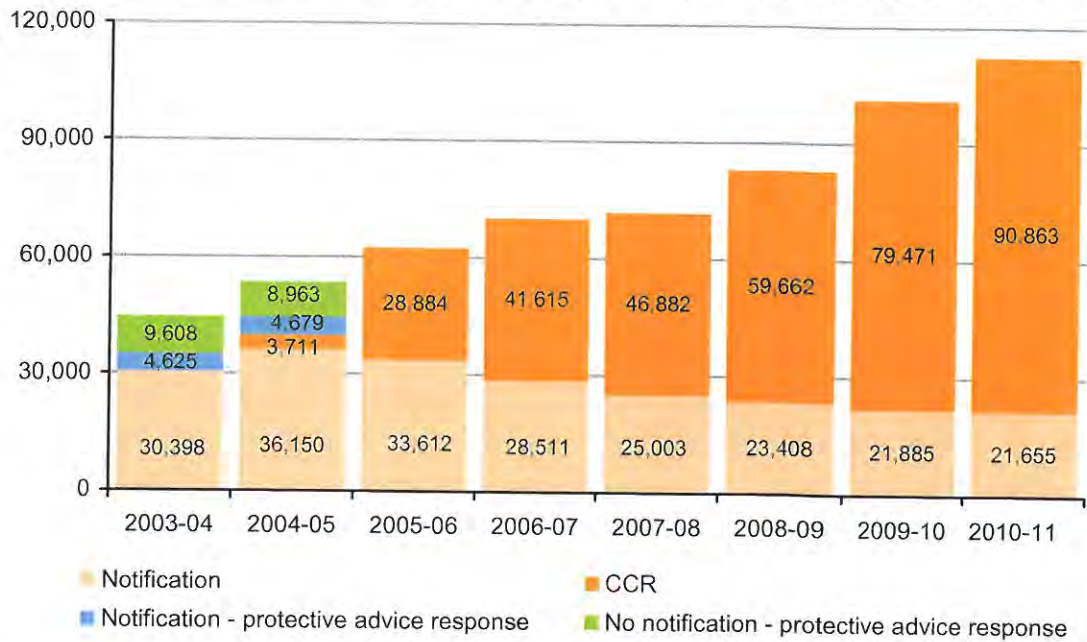
	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11
<b>Intakes</b>	<b>44,631</b>	<b>53,503</b>	<b>62,496</b>	<b>70,126</b>	<b>71,885</b>	<b>83,070</b>	<b>101,356</b>	<b>112,518</b>
Child concern reports <sup>(a)</sup>	–	3,711	28,884	41,615	46,882	59,662	79,471	90,863
Notifications	30,398	36,150	33,612	28,511	25,003	23,408	21,885	21,655
Notification – protective advice response <sup>(b) (c)</sup>	4,625	4,679	–	–	–	–	–	–
No notification – protective advice response <sup>(b) (c)</sup>	9,608	8,963	–	–	–	–	–	–

### Notes.

1. Intakes include notifications and child concern reports. If an intake report relates to more than one child, a notification or child concern report is counted for each child. If a child was subject to more than one report during the period, a notification or child concern report is counted for each instance.
  2. Notification figures up to and including 2005-06 include matters of concern resulting in notifications. From 2006-07 matters of concern resulting in a notification are reported separately in recognition that they relate to children in the custody or guardianship of the Chief Executive (Director-General) who are in out-of-home care.
- (a) The recording of protective advice responses as child concern reports commenced on 7 March 2005.
- (b) Protective advice responses are considered to be understated as it was not mandatory for these responses to be recorded on the central system.
- (c) The recording of protective advice responses ceased on 6 March 2005.

The growth in intakes is due to strong growth in the number of child concern reports. The recording of protective advice responses as child concern reports commenced on 7 March 2005. Child concern reports have increased by 214.6 per cent since 2005-06, from 28,884 to 90,863 in 2010-11. The number of children subject to a child concern report has also increased by 86.4 per cent over this period, from 32,477 in 2006-07 to 60,533 in 2010-11. Of the 60,533 children subject to a child concern report in 2010-11, 18.0 per cent were Indigenous.

Figure 1. Number of child concern reports and notifications, Queensland, 2003-04 to 2010-11.



In 2010-11, the department recorded 21,655 notifications relating to 19,353 children. In contrast to the increase in child concern reports, there has been a decrease over time in the number of overall notifications and children subject to a notification. Over the last eight years, since 2003-04, the number of notifications has decreased by 28.8 per cent, while the number of children notified has decreased by 22.6 per cent.

While the total number of children subject to a notification has been decreasing, the number of Indigenous children subject to a notification increased over the last eight years from 1,943 in 2003-04 to 4,953 in 2010-11 (154.9 per cent increase).

As a rate per 1,000 of the Queensland population aged 0-17 years, 70.7 per 1,000 Indigenous children were subject to a notification in 2010-11 compared to 14.1 per 1,000 for non-Indigenous children. Since 2003-04, Indigenous children subject to a notification have increased from 31.1 per 1,000 to 70.7 per 1,000 in 2010-11, while non-Indigenous children subject to a notification have decreased from 25.8 per 1,000 to 14.1 per 1,000 over the same period.

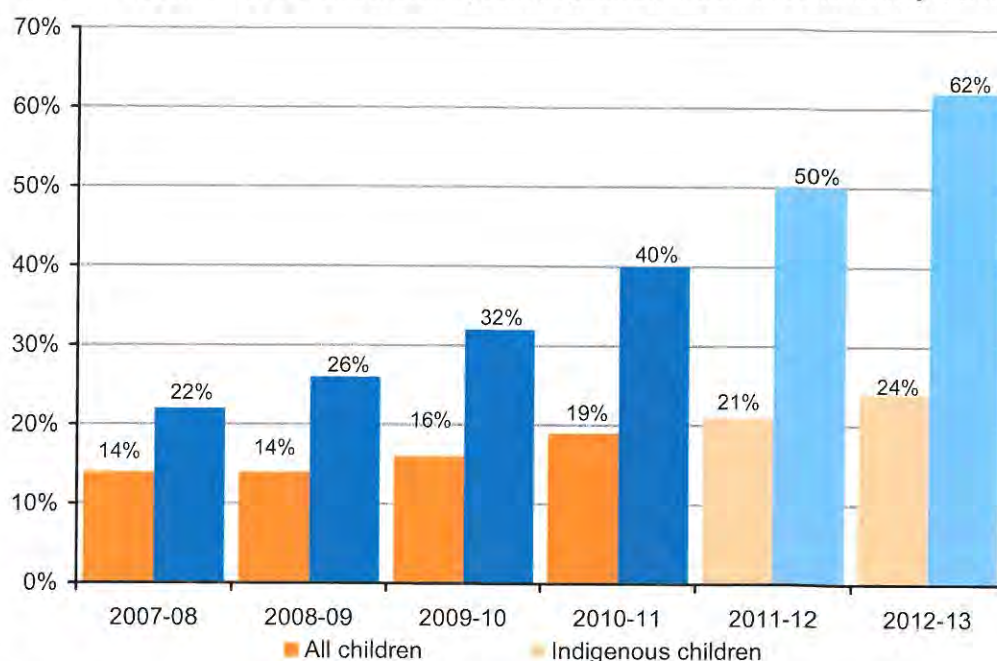
Currently 1 in 5.4 children in the Queensland youth population, and 1 in 2.5 Aboriginal and Torres Strait Islander children in Queensland, are known to Child Safety Services<sup>1</sup>. This compares to 1 in 7.3 children and 1 in 4.6 Indigenous children known to Child Safety Services in 2007-08. As a proportion, in 2010-11 19% of all children in Queensland are known to Child Safety Services, with 40% of Indigenous children known to Child Safety Services.

Recent trends indicate that by 2012-13 the proportion of children known to Child Safety Services could reach 24% of all children and 62% of Indigenous children.

<sup>1</sup> The number of children known to Child Safety Services during the past 18 years. This represent the number of distinct children (aged 0–17 years) who have had any of the following forms of contact with the child protection system in the 18 years preceding the reference period: Child Concern Report, notification, investigation and assessment, order, and/or placement.



Figure 2. Proportion of the Queensland youth population known to Child Safety Services



Note. Percentages for 2011-12 and 2012-13 are predicted values.

## Investigation and Assessment

Since March 2005, all notifications recorded by the department are investigated and an assessment made as to whether the child is in need of protection. The investigation and assessment process involves reviewing the child protection history of the child and family and determining who will be involved in the process. Child safety officers then gather information by sighting and interviewing the child, and interviewing their parents. They may also gather information from other agencies and individuals.

Investigations will usually be conducted with the consent of the parents. Where this is not possible or appropriate, an application is made for an assessment order to enable the investigation to take place.

Once a child safety officer has considered the information gathered during an investigation and completed an assessment, a decision is made about the appropriate outcome for each child and the need for ongoing intervention. There are three possible outcomes of a finalised investigation and assessment:

- **substantiated** - it is assessed that the child or young person has experienced significant harm and/or there is unacceptable risk of harm and there is no parent able and willing to protect the child. Where the risk of future harm is present and the child does not have a parent able and willing to protect them, a child is considered to be in need of protection.
- **unsubstantiated** - there is no evidence that the child has experienced significant harm and there is no unacceptable risk of harm. In these instances the family may be referred to a support service to help them address risk factors that may lead to future harm.
- **no investigation and assessment outcome** - the investigation has been unable to be commenced or completed due to circumstances beyond the control of the department and is subsequently closed. This may occur in circumstances where insufficient information is available or where a family is unable to be located.

Of the 21,655 notifications recorded by the department in 2010-11, 17,572 had an investigation finalised in the reporting period (see Table 2). Of these:

- 6,598 (37.5 per cent) resulted in an outcome of 'substantiated'.
- 10,429 (59.4 per cent) resulted in an outcome of 'unsubstantiated'.
- 545 (3.1 per cent) were unable to be commenced, or commenced but were unable to be completed due to circumstances beyond the control of the department, and were subsequently closed.

The remaining 4,083 notifications were recorded as not yet finalised, representing 18.9 per cent of all notifications recorded in 2010-11. A notification may not be reported as finalised within the financial year it commenced because the investigation was still in progress, the investigation was completed but the outcome was not yet recorded on the central system, or the investigation was completed and entered on the central system but yet to be approved.

Table 2. Number of investigation and assessments by outcome, Queensland, 2003-04 to 2010-11.

	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11
<b>Investigation and Assessment</b>								
Notifications requiring investigation, by outcome <sup>(a)</sup>	30,398	36,150	33,612	28,511	25,003	23,408	21,885	21,655
Investigations finalised	25,378	24,793	22,564	21,993	18,854	19,148	18,025	17,572
Substantiated	17,473	17,307	13,184	10,108	8,028	7,315	6,922	6,598
Substantiated – child in need of protection <sup>(b)</sup>	–	–	–	n/a	4,038	4,397	4,287	4,237
Unsubstantiated	6,130	6,094	8,374	10,734	10,021	11,140	10,429	10,429
No investigation and assessment outcome <sup>(c)</sup>	1,775	1,392	1,006	1,151	805	693	674	545
Investigation not yet finalised <sup>(d)</sup>	5,020	11,357	11,048	6,518	6,149	4,260	3,860	4,083

Notes:

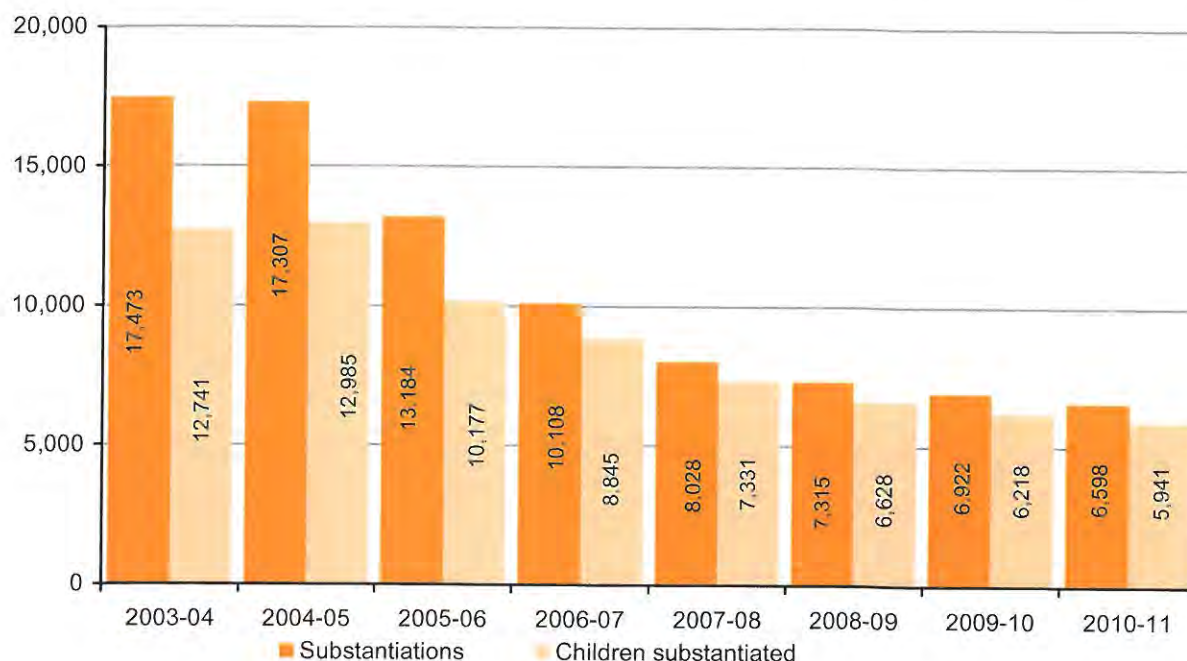
1. From March 2005, all notifications recorded by the Department require an investigation to be undertaken. In previous financial years, not all notifications were required to be investigated.
- (a) Counts notifications recorded during the period, where an assessment has been finalised and the investigation outcome was recorded within two months of the end of the reference period.
- (b) Data on the number of children in need of protection did not become available until 2007-08.
- (c) Includes investigations that were unable to be commenced or completed due to insufficient information or inability to locate a child or family, and the investigation has therefore been finalised and closed. This may occur in circumstances where a family has moved and actions taken to locate them have been unsuccessful.
- (d) Includes notifications where the investigation was still in progress, the investigation was completed but the outcome was not yet recorded on the central system, or the investigation was completed and entered on the central system but yet to be approved.

The number of substantiations have decreased by 62.2 per cent since 2003-04, from 17,473 to 6,598 for 2010-11. However, the number of substantiations for Indigenous children have increased, from 1,864 in 2003-04 to 1,972 in 2010-11. The number of notifications that are not substantiated increased over this period, with 24.2 per cent of notifications with a finalised investigation in 2003-04 resulted in an outcome of unsubstantiated compared to 59.4 per cent in 2010-11.

In 2010-11, the department recorded 6,598 substantiations relating to 5,941 children. Of these, 4,237 were substantiated in need of protection and 2,361 were substantiated not in need of protection. Over the last eight years there has been a decrease in the number of overall substantiations and children subject to substantiation (see Figure 3). The number of substantiations has decreased by 62.2 per cent, from 17,473 in 2003-04 to 6,598 in 2010-11. The number of children subject to a substantiation has decreased from 12,741 children in 2003-04 to 5,941 children in 2010-11. This has seen the rate of all

children subject to a substantiation fall from 13.3 per 1,000 children aged 0-17 years in 2003-04 to 5.5 per 1,000 children in 2010-11.

Figure 3. Number of substantiations and number of children subject to a substantiation, Queensland, 2003-04 to 2010-11.



This decrease is likely to be due to a number of factors, including:

- the decrease in notifications recorded over the same period.
- the introduction of Structured Decision Making (SDM) tools in 2005-06, which has had a moderating effect on the number of substantiations by improving consistency in assessment and targeting resources to those families most at risk.
- an increase in the proportion of investigations and assessments resulting in an unsubstantiation.
- recording changes, with additional concerns no longer recorded as notifications from 2007.

As a rate per 1,000 of Queensland children aged 0-17 years, Indigenous children had a higher rate of substantiation than non-Indigenous children with 24.7 and 4.1 respectively in 2010-11. This has been a consistent trend over the last five years with Indigenous children having a higher rate of substantiation than non-Indigenous children.

## Ongoing Intervention

Ongoing intervention by the department is only required when it is determined that a child is in need of protection. In 2010-11, there were 4,237 substantiations where the child was in need of protection.

Departmental intervention is often achieved without the need for a child protection order. Rather, we will work with parental consent to meet the protection and care needs of the child. In these circumstances, it is essential that parents are both willing and able to cooperate with the department.

A decision to work on an ongoing voluntary basis with a family requires opening an intervention with parental agreement case. In most cases the child will remain at home.

Where it is not possible for the department to work with parental consent to protect a child, an application is made to the Childrens Court for a child protection order. A variety of order types can be granted by the court, including non-custodial orders, short-term custody or guardianship orders and long-term guardianship orders. Custody or guardianship can be granted to the chief executive (Director-General) of the department, or to a suitable person.

There were 10,327 children subject to ongoing intervention as at 30 June 2011 (see Table 3). Of these children, 1,956 children were subject to intervention with parental agreement (18.9 per cent) and 8,371 were subject to a child protection order (81.1 per cent). This represents an increase of 25 per cent in the number of children subject to ongoing intervention since 30 June 2008.

Table 3. Number of children subject to ongoing intervention and living away from home, Queensland, as at 30 June 2004 to 2011.

	30 June 2004	30 June 2005	30 June 2006	30 June 2007	30 June 2008	30 June 2009	30 June 2010	30 June 2011
<b>Ongoing Intervention</b>								
Children subject to ongoing intervention <sup>(a)</sup>	–	–	–	–	8,263	10,647	10,606	10,327
Children subject to Intervention with Parental Agreement (IPA) <sup>(b) (c)</sup>	–	–	–	1,389	1,490	2,821	2,580	1,956
Children subject to Child Protection Orders (CPO)	4,837	5,751	6,323	6,272	6,942	7,826	8,026	8,371
Children living away from home	4,413	5,657	6,654	6,493	7,134	7,590	7,809	8,063

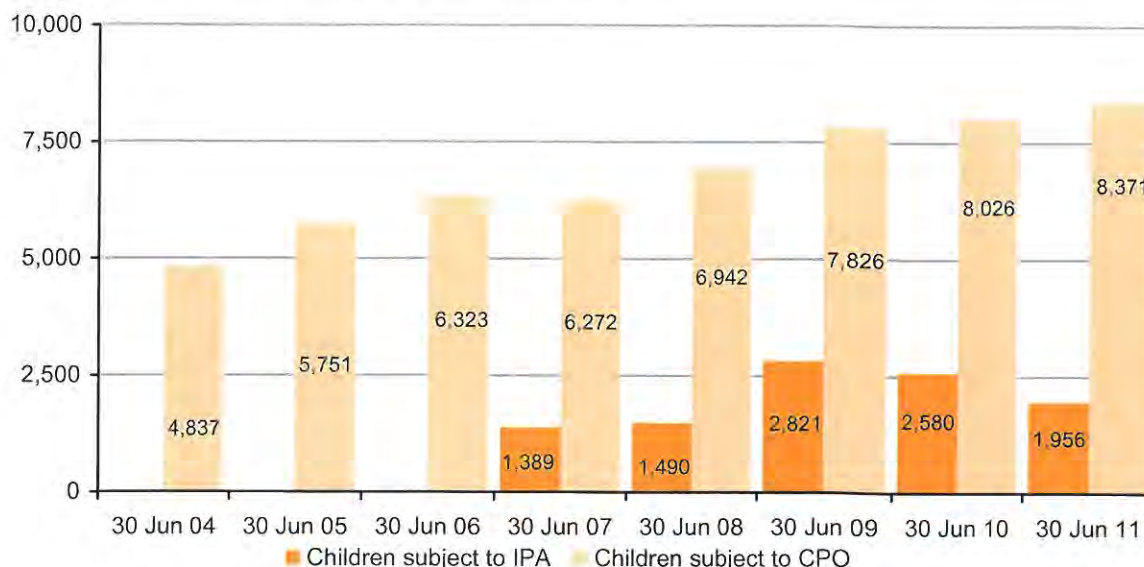
### Notes.

- Data on the total number of distinct children subject to ongoing intervention did not become available until 30 June 2008.
- Following the introduction of Intervention with Parental Agreement (IPA) in October 2005, data on the number of children subject to IPA became available in 2007.
- Prior to June 2011 reporting, an audit and cleansing of intervention with parental agreement records in the Integrated Client Management System (ICMS) took place. This included closing down historical records where a child was no longer subject to intervention with parental agreement.

The growth in children subject to ongoing intervention is largely due to the increase in children subject to child protection orders (see Figure 4). As at 30 June 2011, there were 8,371 children subject to child protection orders. Since 30 June 2004, the number of children subject to child protection orders has increased by 73.1 per cent.

As at 30 June 2011, Indigenous children were more likely to be subject to a child protection order with 44.9 per 1,000 Indigenous Queensland children aged 0-17 years subject to a protection order, compared to 5.1 per 1,000 non-Indigenous children. The number of Indigenous children subject to child protection orders has increased by 178.0 per cent as at 30 June 2004, from 1,132 to 3,147.

Figure 4. Number of children subject to child protection orders and intervention with parental agreement, Queensland, as at 30 June 2004 to 2011.



In conjunction with ongoing intervention, the department sometimes needs to remove a child from their home to ensure their safety.

A child may be removed from their home during the investigation and assessment phase, or during ongoing intervention, to work towards either reunification of the family or long-term stable care for the child. Removing a child from their home is a means to provide safety, support and a therapeutic environment.

When a child is placed in the custody or guardianship of the chief executive (Director-General) of the department, it is the department's responsibility to find an appropriate placement for the child.

The department uses various placement services for the children in its care including home-based care (foster, kinship and provisionally approved carers) and residential care services. Wherever possible, the department seeks to place a child with extended family (kinship carers) in order to maintain family connections.

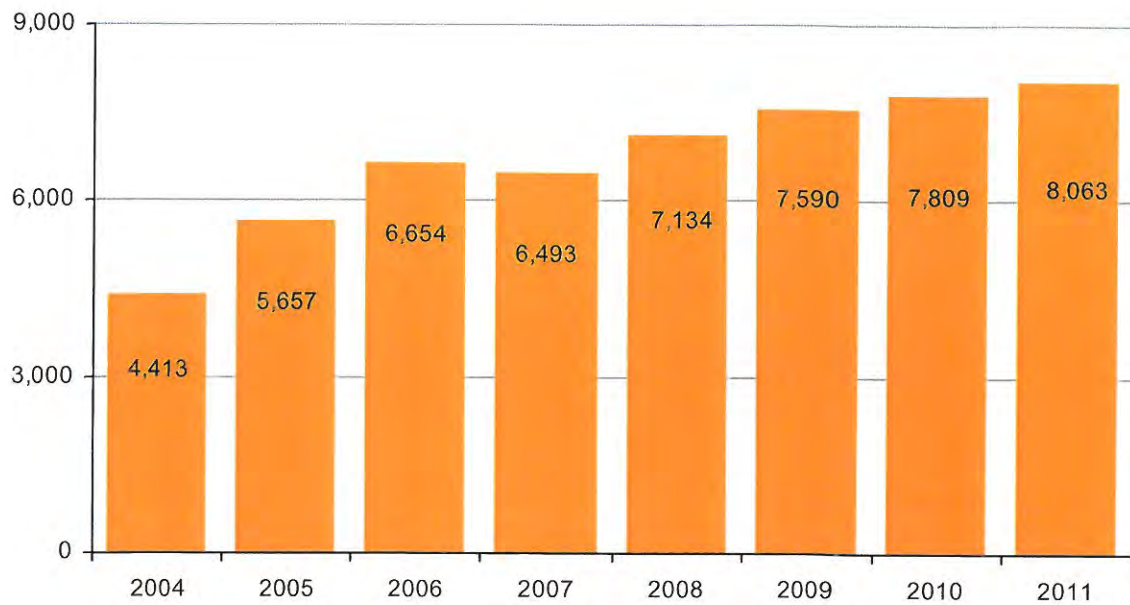
Children may also be living in other locations such as youth detention centres, mental health facilities, hospitals, as well as independent living arrangements.

As at 30 June 2011 there were 8,063 children who could not live safely at home because of abuse or neglect (see Table 3). Of these children:

- 6,983 children (86.6 per cent) were in home-based care, including 2,455 children placed with kin and 4,528 children placed with foster or provisionally approved carers;
- 619 children (7.7 per cent) were placed with a residential care service; and
- 461 children (5.7 per cent) were in other placements such as hospitals, Queensland youth detention centres, and independent living.

Since 30 June 2006, the number of children and young people living away from home increased by 21.2 per cent from 6,654 as at 30 June 2006 to 8,063 as at 30 June 2011.

Figure 5. Number of children living away from home, Queensland, as at 30 June 2004 to 2011.



Notes.

1. Data for 2004 and 2005 refers to children in out-of-home care only. Data regarding children in other living arrangements are not available.

## Over-representation of Indigenous children

Aboriginal and Torres Strait Islander children are over-represented at all stages of Queensland's child protection system. While Aboriginal and Torres Strait Islander children Indigenous children represent approximately 6.5 per cent of all young people in Queensland, data for 2010-11 show they account for:

- 25.6 per cent of children notified (4,953 of 19,353; Figure 6)
- 29.1 per cent of children substantiated (1,731 of 5,941; Figure 7)
- 37.6 per cent of children subject to child protection orders (3,147 of 8,371; Figure 8)
- 37.9 per cent of children living away from home (3,052 of 8,063; Figure 9).

Figure 6. Proportion of children notified who are Indigenous, Queensland, 2003-04 to 2010-11.

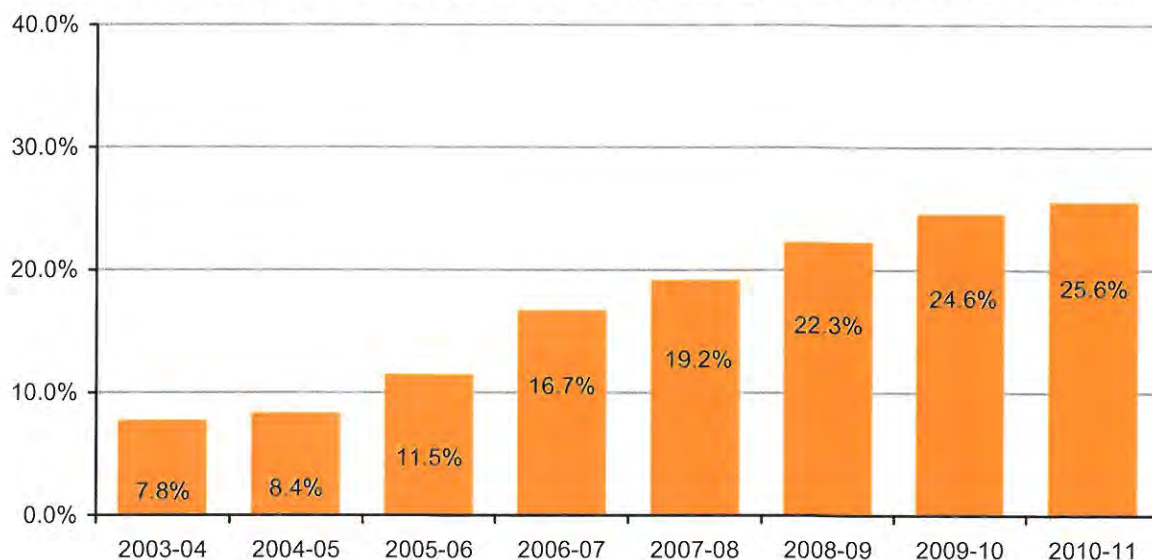


Figure 7. Proportion of children substantiated who are Indigenous, Queensland, 2003-04 to 2010-11.

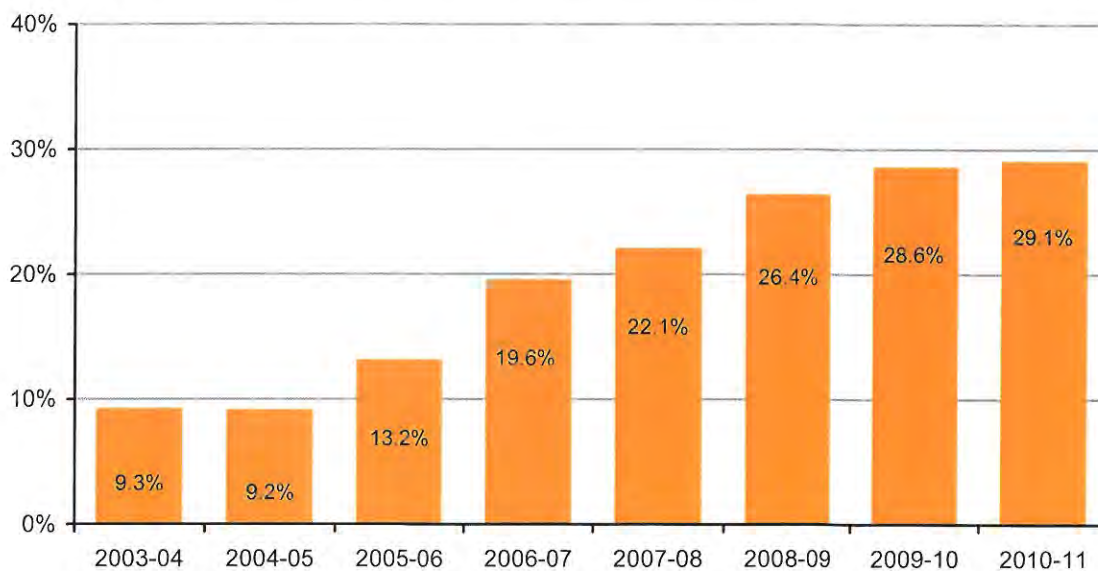


Figure 8. Proportion of children subject to child protection orders, Queensland, as at 30 June 2004 to 2011.

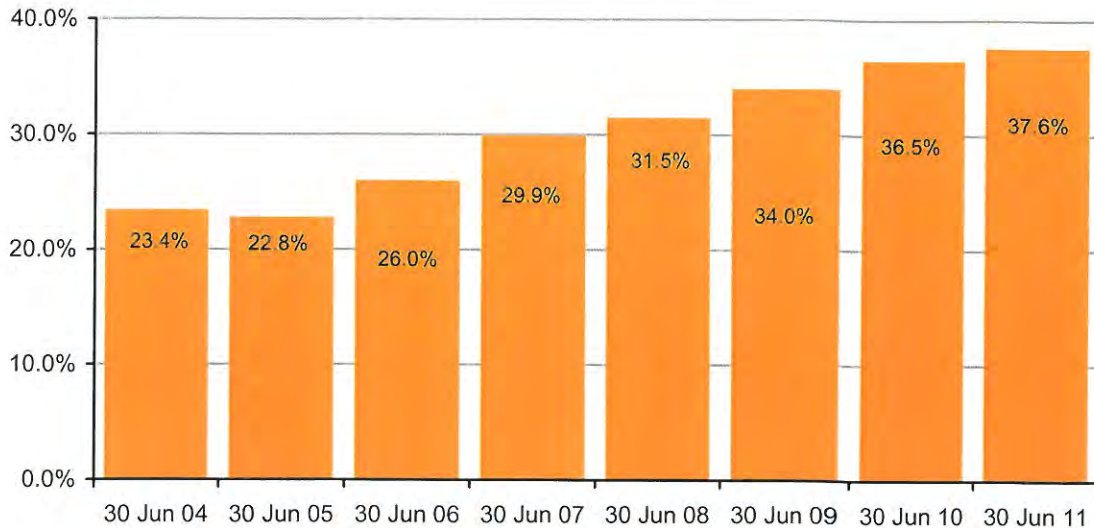
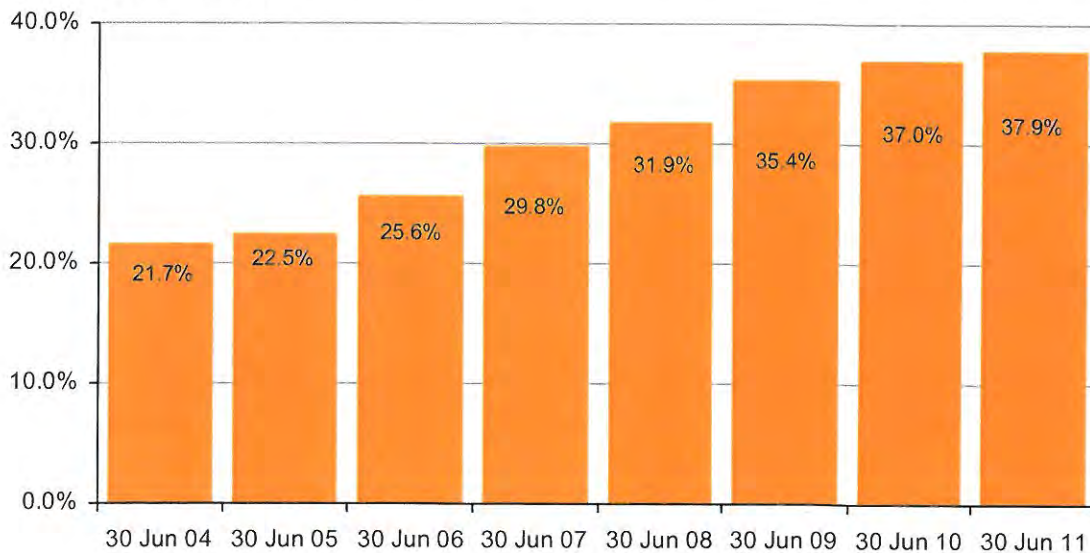


Figure 9. Proportion of children living away from home who were Indigenous, Queensland, as at 30 June 2004 to 2011.



Notes.

1. Data for 2004 and 2005 refers to children in out-of-home care only. Data regarding children in other living arrangements are not available.

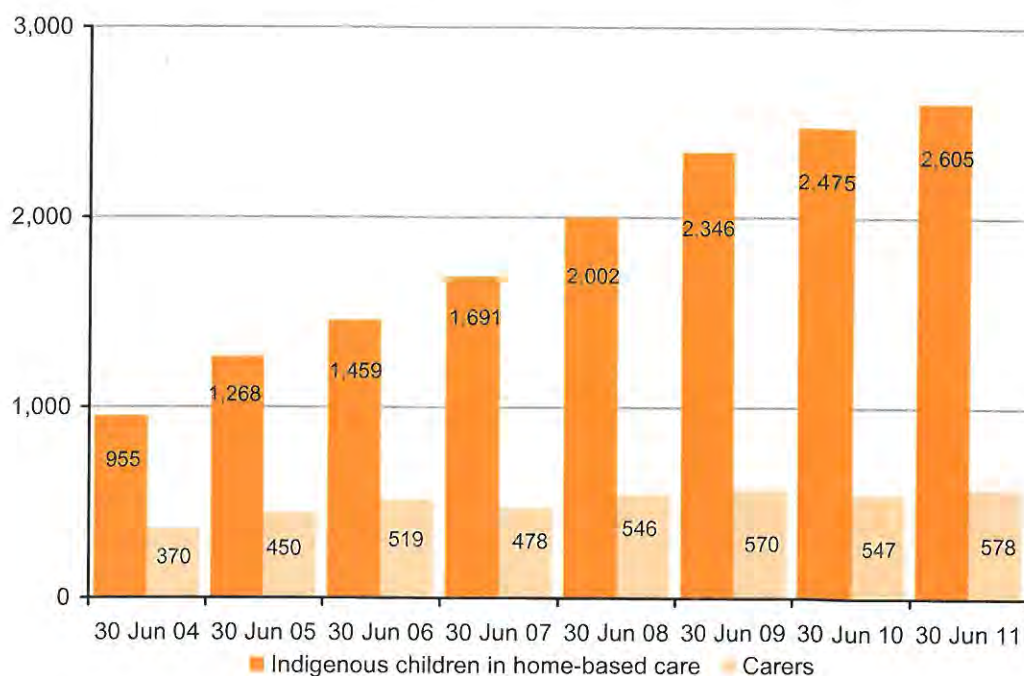
Queensland has the second highest number of Indigenous children in Australia, and this number is growing faster than in other states and territories. By June 2012, Queensland is projected to have the largest Indigenous youth population in Australia.<sup>2</sup>

<sup>2</sup> Source: *Experimental Estimates and Projections, Aboriginal and Torres Strait Islander Australians, 1991 to 2021 (08/09/2009)* <http://www.abs.gov.au/ausstats/abs@.nsf/Products/DDAB99776D7ABDC7CA25762A001CC066?opendocument>



While the number of Indigenous children in the system continues to increase, the number of Indigenous carers has not increased sufficiently to meet demand. Over the period 30 June 2004 to 30 June 2011 the number of Indigenous children placed in home-based care rose by 172.8 per cent. Over the same period, the number of Indigenous carer families increased by 56.2 per cent (see Figure 10).

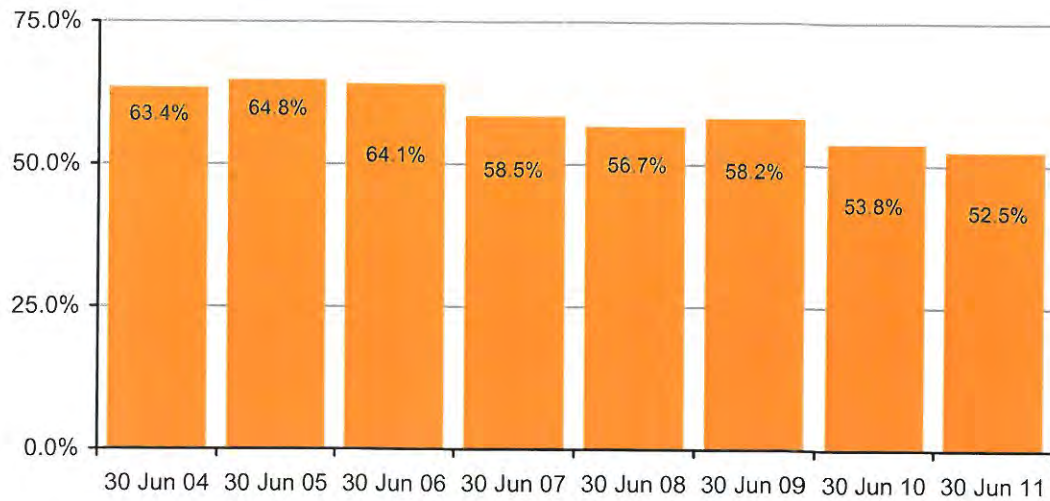
Figure 10. Number of Indigenous children in home-based care and the number of Indigenous carers, Queensland, as at 30 June 2004 to 2011.



When placing an Aboriginal or Torres Strait Islander child in out-of-home care, a culturally appropriate placement is sought in accordance with the Indigenous Child Placement Principle.

The growing over-representation has contributed to a decline in placements of Indigenous children with kinship or Indigenous carers, from 63.4 per cent as at 30 June 2004 to 52.5 per cent as at 30 June 2011. The 2011 figure is the lowest recorded for this measure over the past eight years (see Figure 11).

Figure 11. Proportion of Indigenous children placed with kin or Indigenous carers, Queensland, as at 30 June 2004 to 2011.



Note:

Counts all Indigenous children living away from home in the following placement types: approved foster carers, provisionally approved carers, approved kinship carers and residential care services.

## Improved Safety

When a child comes into contact with the child protection system, it is the department's role to ensure the child's safety is improved. This includes working to ensure the safety of children and young people while in the child protection system, as well as the safety of children and young people after exiting the child protection system. The department assesses improved safety with measures relating to matters of concern and re-entry to the child protection system.

### Matters of concern

In 2010-11, the department recorded 1,319 matters of concern (see Table 4). This included 564 child placement concern reports (relating to 529 children) and 755 matter of concern notifications (relating to 689 children). Of these notifications, 207 matter of concern substantiations were recorded (relating to 194 children).

Table 4. Matters of concern measures, Queensland, 2007-08 to 2010-11.

	2007-08	2008-09	2009-10	2010-11
<b>Matters of concern</b>				
Matters of concern <sup>1</sup>	1,329	1,358	1,242	1,319
Child Placement Concern Reports	456	466	448	564
Matter of Concern - Notifications	873	892	794	755
Matters of concern substantiated	184	238	233	207

Notes:

1. Data on matters of concern became available in 2007-08 following the introduction of the matter of concern policy in July 2007.
2. Counts children in the custody or guardianship of the Chief Executive who were placed in out-of-home care as per section 82(1) of the Child Protection Act 1999, and who were the subject of a matter of concern notification, substantiation and/or child placement concern report during the reference period.

### Re-entry

The number of children who re-enter the child protection system provides an indication of the extent to which the department's intervention has succeeded in preventing further harm.

There are two key re-entry measures used by the department:

- resubstantiations - the proportion of children substantiated in a financial year who are the subject of a subsequent substantiation within 12 months.
- substantiations following a decision not to substantiate - this is a measure of the proportion of children subject to a decision not to substantiate in a financial year who are subsequently substantiated within 12 months.

It is important to note that these rates are often affected by factors beyond the department's control, such as changes in family circumstances (for example, a new partner or illness). Resubstantiation is also more likely to occur if a family does not have access to the necessary support services it requires.

Table 5. Re-entry measures, Queensland, 2003-04 to 2009-10.

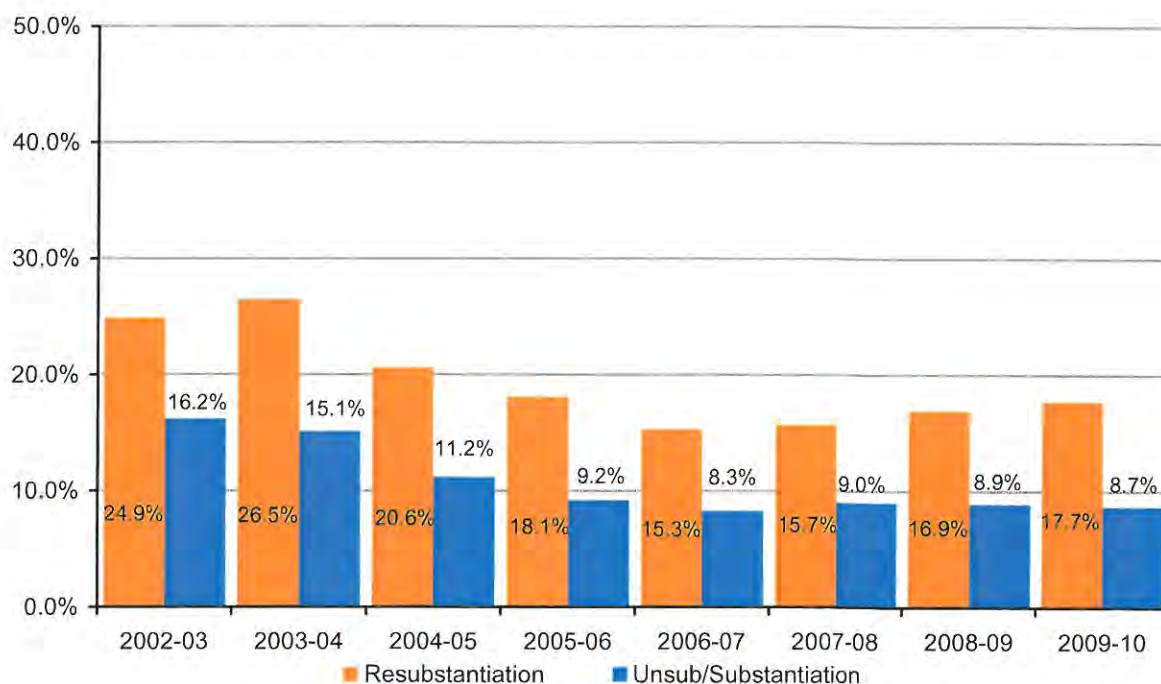
	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
<b>Re-entry</b>								
Resubstantiation <sup>(a) (b)</sup>	24.9%	26.5%	20.6%	18.1%	15.3%	15.7%	16.9%	17.7%
Unsubstantiation/substantiation <sup>(c)</sup>	16.2%	15.1%	11.2%	9.2%	8.3%	9.0%	8.9%	8.7%

Notes.

- (a) Resubstantiations are measured as the proportion of distinct children subject to substantiations during the reference year who were the subject of a subsequent substantiation within a period of 12 months. For example, children subject to a substantiation in 2009–10, and who were subject to a subsequent substantiation within the following 12 months are counted. Data for 2010–11 will therefore not be available until 12 months after the end of 2010–11 (i.e. in 2011-12).
- (b) For this measure, the number of children subject to substantiations in the reference year refers to all children with an assessment finalised in the reference year, with an outcome of substantiated, regardless of when the notification occurred. As a result, this number will not match other figures for the number of children substantiated, for which the notification must occur during the reference year.
- (c) Children who were subject to a decision not to substantiate experiencing a subsequent substantiation are measured as the proportion of distinct children subject to a decision not to substantiate during the reference year who were subject to a substantiation within a period of 12 months.

Over the last five years, the rate of re-entry has decreased across the two re-entry measures (see Figure 12). The resubstantiation rate within 12 months decreased from 24.9 per cent in 2002-03 to 17.7 per cent in 2009-10. The rate of children subject to a substantiation within 12 months following a decision not to substantiate has remained relatively stable since 2005-06.

Figure 12. Percentage of children resubstantiated within 12 months, and substantiated within 12 months after a decision not to substantiate, Queensland, 2003-04 to 2009-10.



## High-quality services and improved well-being

It is the department's role to ensure high quality services are delivered to children and young people that are meaningful to their protection needs and wellbeing. Services are provided to children and young people in partnership with a range of agencies to focus on children's health, education and therapeutic support needs. The department also aims to provide these children with safe, stable and secure placements.

The department uses several measures to assess and report on the quality of services provided by the department and the well-being of children in care. These measures include:

- case plans
- stability and permanency of placements
- transition from care
- placement with siblings.

### Case plans

As at 30 June 2011, there were 10,327 children in need of protection and subject to ongoing intervention. Of these, 95.1 per cent (9,820) had a case plan recorded on ICMS. Of the 9,820 children with a case plan as at 30 June 2011, 8,006 (81.5 per cent) had a current case plan.

Case plan data is available from the year ending 30 June 2009. Since this time, there has been an increase of 4.5 percentage points in the percentage of children subject to ongoing intervention with a case plan.

Table 6. Case plans measures, Queensland, as at 30 June 2009 to 2011.

	30 June 2009	30 June 2010	30 June 2011
<b>Case plans</b>			
Percentage of children subject to ongoing intervention with a case plan	90.6	93.5	95.1
Percentage of children with a case plan that is current <sup>(a)</sup>	n/a	77.4	81.5

Notes:

1. Data for the percentage of children subject to ongoing intervention with a case plan became available from 30 June 2009. Data for the percentage of children with a case plan that is current did not become available until 30 June 2010.

(a) The proportion of children with a case plan created or reviewed within the past six months. This data became available in 2010.

### Stability and permanency of placements

Over the last eight years, the majority of children exiting out-of-home care had one to three placements during their time in out-of-home care. Of those children exiting out-of-home care during 2010-11, 76.4 per cent had 3 or fewer placements, 17.3 per cent had four to six placements, 4.2 per cent had seven to nine placements and 2.1 per cent had 10 or more placements.

Table 7. Stability and permanency of placements, Queensland, 2003-04 to 2010-11.

	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11
<b>Stability and permanency of placements</b>								
Percentage of children and young people exiting out-of-home care after 12 months or more who have three or fewer placements <sup>1</sup>	63.2	76.4	68.5	68.6	66.1	64.7	64.6	63.2

Notes:

- Counts all children who exited out-of-home care (including children placed with foster carers, provisionally approved carers, kinship carers and residential care services) during the reference period. Exited care is defined as children who left out-of-home care in the reference period and did not return within two months. Children who exited out-of-home care more than once during the year are counted only once, irrespective of the number of times they exited.

### Transition from care planning

As at 30 June 2011, there were 1,231 young people aged 15 years and over subject to a child protection order granting custody or guardianship to the Chief Executive. Of these, transition from care planning had occurred for 786 young people or 63.9 per cent. The majority of these young people had participated in their planning (89.6 per cent).

Table 8. Transition from care planning measures, Queensland, as at 30 June 2010 to 2011.

	30 June 2010	30 June 2011
<b>Transition from care</b>		
Percentage of young people aged 15 years and over where transition from care has occurred as part of their care plan	55.5	63.9
Percentage of young people aged 15 years and over who had a transition from care plan and participated in their transition from care planning	86.1	89.6

Notes:

- Transition from care data did not become available until 30 June 2010.

### Placed with siblings

As at 30 June 2011, there were 5,738 siblings in out-of-home care. Of these, 4,211 children (or 73.4 per cent) were placed together with at least one sibling.

Table 9. Placement with siblings, Queensland, as at 30 June 2010 to 2011.

	30 June 2010	30 June 2011
<b>Placement with siblings</b>		
Percentage of children placed with a sibling in out-of-home care	74.0	73.4

Notes:

- Data on placement with siblings did not become available until 30 June 2010.

## Carers

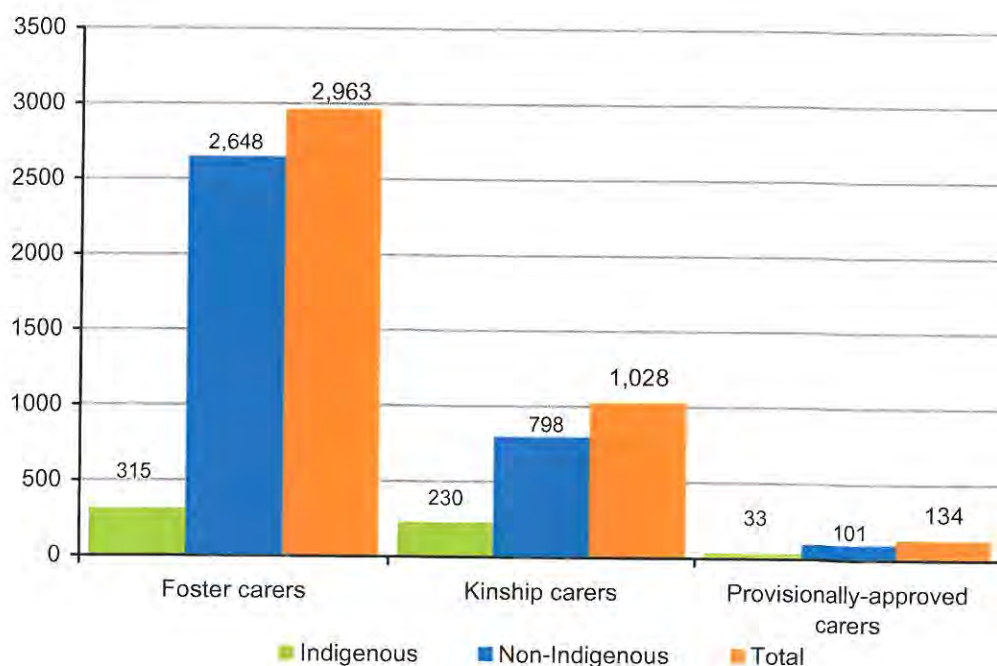
Approved carers play a key role in the child protection system, providing out-of-home care for children when separation from their family is required to ensure their safety. There are three types of approved carers:

- **foster carers** - approved to care for any child or young person in the custody or guardianship of the chief executive (Director-General) of the department
- **kinship carers** - approved to care for a specific child or children who are members of their extended family, or with whom they have a pre-existing significant relationship
- **provisionally approved carers** - applicants wishing to become approved as kinship or foster carers who initially receive a provisional certificate of approval. An applicant will only be issued with a provisional certificate when they have been provisionally assessed as suitable to care for a particular child, and when it is not possible or in the child's best interests to place the child in the care of a foster carer, kinship carer or licensed care service.

As at 30 June 2011, there were 4,125 carer families (2,963 foster carers, 1,028 kinship carers and 134 provisionally approved carers). Of these 4,125 carer families 14.0 per cent were Indigenous (578) and 86.0 per cent were non-Indigenous (3,547) (see Figure 16).

The ratio of children and young people in home-based out-of-home care to the number of carer families was 1.7 as at 30 June 2011.

Figure 13. Number of approved carer families, by carer type and Indigenous status, Queensland, as at 30 June 2011.



QUEENSLAND CHILD PROTECTION  
COMMISSION OF INQUIRY

**Attachment Marking**

This and the preceding 18 pages is the annexure mentioned and referred to as

**“ATTACHMENT 3”** in the statement of BRADLEY SWAN taken on 10/08/2012.



Witness signature



Signature of officer



# CHILD PROTECTION STATISTICS, QUEENSLAND (CORPORATE DATA)

2005-06 to 2010-11

INTAKE MEASURES	2005-06	2006-07	2007-08	2008-09	2009-10	Sep QTR 2010	Dec QTR 2010	Mar QTR 2011	2010-11
<b>INTAKE</b>	52,496	70,126	71,885	83,070	101,356	105,671	107,087	108,916	112,518
Child concern report – protective advice response	28,884	41,615	46,882	59,662	79,471	83,972	86,347	87,937	90,863
Notification – investigation and assessment response	33,612	28,511	25,003	23,408	21,885	21,699	20,740	20,979	21,655
<b>Children subject to an intake</b>	-	-	52,704	58,427	67,058	68,624	68,555	69,347	71,164
Indigenous	-	-	8,196	9,727	12,814	13,106	13,263	13,214	13,433
Non-Indigenous	-	-	44,508	48,700	54,244	55,718	55,292	56,133	57,731
<b>Child concern reports</b>	28,884	41,615	46,882	59,662	79,471	83,972	86,347	87,937	90,863
Indigenous	-	6,085	7,034	9,491	15,644	16,701	17,297	17,320	17,721
Non-Indigenous	-	35,530	39,848	50,171	63,827	67,271	69,050	70,617	73,142
<b>Children subject to a child concern report</b>	-	32,477	36,392	44,589	59,060	57,313	57,946	58,951	60,533
Indigenous	-	4,545	5,262	6,784	10,055	10,476	10,819	10,762	10,884
Non-Indigenous	-	27,932	31,130	37,805	45,025	46,837	47,127	48,189	49,669
<b>Notifications</b>	33,612	28,511	25,003	23,408	21,885	21,699	20,740	20,979	21,655
Indigenous	4,312	5,157	4,896	5,475	5,506	5,556	5,456	5,609	5,758
Non-Indigenous	29,300	23,354	20,107	17,933	16,379	16,143	15,284	15,370	15,897
<b>Response priority</b>	-	-	-	23,408	21,885	21,699	20,740	20,979	21,655
24 hours	-	-	-	6,462	5,151	5,126	4,878	4,868	4,763
5 days	-	-	-	6,258	6,203	6,127	5,962	6,123	6,238
10 days	-	-	-	10,673	10,531	10,446	9,900	9,988	10,654
Not yet recorded	-	-	-	15	0	0	0	0	0
<b>Children subject to a notification</b>	25,687	24,102	22,333	20,959	19,636	19,480	18,546	18,774	18,353
Indigenous	2,965	4,041	4,294	4,688	4,832	4,866	4,783	4,836	4,953
Non-Indigenous	22,722	20,061	18,039	16,271	14,804	14,614	13,863	13,938	14,400
<b>Rate per 1,000 for children notified</b>	26.0	23.9	21.8	20.0	18.3	n/a	n/a	n/a	17.8
Indigenous	45.3	60.3	63.3	68.6	69.2	n/a	n/a	n/a	70.7
Non-Indigenous	24.6	21.3	18.9	16.6	14.7	n/a	n/a	n/a	14.1
<b>Percentage of notifications by whether investigation and assessment commenced within the response timeframe</b>	-	-	-	37.1	38.8	39.0	40.2	38.6	40.3
24 hours	-	-	-	76.1	81.6	82.0	83.1	80.0	85.7
5 days	-	-	-	23.2	27.9	27.0	28.7	26.8	28.3
10 days	-	-	-	16.9	20.0	20.8	22.0	21.7	22.7

INVESTIGATION AND ASSESSMENT MEASURES	2005-06	2006-07	2007-08	2008-09	2009-10	Sep QTR 2010	Dec QTR 2010	Mar QTR 2011	2010-11
<b>NOTIFICATIONS REQUIRING INVESTIGATION BY OUTCOME</b>	33,612	28,511	25,003	23,408	21,885	21,699	20,740	20,979	21,655
Investigations finalised	22,564	21,993	18,854	19,148	18,025	18,163	17,278	17,183	17,572
Substantiated	13,184	10,108	8,028	7,315	6,922	7,011	6,780	6,688	6,598
Substantiated - child in need of protection	-	-	4,038	4,397	4,287	4,383	4,259	4,221	4,237
Unsubstantiated	8,374	10,734	10,021	11,140	10,429	10,503	9,920	9,939	10,429
No investigations and assessment outcome	1,006	1,151	805	693	674	649	578	556	545
Investigation not yet finalised	11,048	6,518	6,149	4,260	3,860	3,536	3,462	3,796	4,083
<b>Substantiations</b>	13,184	10,108	8,028	7,315	6,922	7,011	6,780	6,688	6,598
Indigenous	1,839	2,096	1,804	1,979	2,058	2,047	2,029	2,001	1,972
Non-Indigenous	11,345	8,012	6,224	5,336	4,864	4,964	4,751	4,687	4,626
<b>Children subject to a substantiation</b>	10,177	8,845	7,331	6,628	6,218	6,279	6,137	6,004	5,941
Indigenous	1,349	1,736	1,622	1,753	1,780	1,770	1,791	1,748	1,731
Non-Indigenous	8,828	7,109	5,709	4,875	4,438	4,509	4,346	4,256	4,210
<b>Harm type</b>	10,177	8,845	7,331	6,628	6,218	6,279	6,137	6,004	5,941
Physical harm	2,232	2,074	2,036	1,695	1,364	1,353	1,297	1,320	1,287
Sexual abuse	641	591	576	471	382	421	407	408	370
Emotional harm	4,235	3,957	2,702	2,510	2,512	2,435	2,389	2,358	2,382
Neglect	3,069	2,223	2,017	1,952	1,960	2,070	2,044	1,920	1,902
<b>Rate per 1,000 for children substantiated</b>	10.7	8.8	7.2	6.3	5.8	n/a	n/a	n/a	5.5
Indigenous	20.6	25.9	23.9	25.7	25.5	n/a	n/a	n/a	24.7
Non-Indigenous	9.6	7.6	6.0	5.0	4.4	n/a	n/a	n/a	4.1
<b>Percentage of notifications with a finalised investigation that were completed within 0-60 days</b>	-	-	-	54.4	55.6	56.0	57.9	53.5	58.7

ONGOING INTERVENTION MEASURES	As at 30 Jun 2006	As at 30 Jun 2007	As at 30 Jun 2008	As at 30 Jun 2009	As at 30 Jun 2010	As at 30 Sep 2010	As at 31 Dec 2010	As at 31 Mar 2011	As at 30 Jun 2011
<b>Children subject to Ongoing Intervention</b>	n/a	n/a	8,263	10,647	10,606	10,690	11,005	10,930	10,327
Indigenous	-	-	2,596	3,606	3,838	3,878	4,076	4,052	3,891
Non-Indigenous	-	-	5,667	7,041	6,768	6,812	6,929	6,878	6,436
<b>Children subject to Intervention with Parental Agreement</b>	-	1,388	1,490	2,821	2,580	2,674	2,775	2,640	1,956
Indigenous	-	359	460	949	905	960	1,054	966	744
Non-Indigenous	-	1,030	1,030	1,872	1,675	1,714	1,721	1,674	1,212
<b>Children subject to child protection orders</b>	6,323	6,272	6,942	7,826	8,026	8,016	8,230	8,290	8,371
Indigenous	1,642	1,878	2,185	2,657	2,933	2,918	3,022	3,086	3,147
Non-Indigenous	4,681	4,394	4,757	5,169	5,093	5,098	5,208	5,204	5,224
<b>Rate per 1,000 for children subject to child protection orders</b>	6.1	6.2	6.8	7.5	7.5	n/a	n/a	n/a	7.7
Indigenous	25.1	28.0	32.2	38.9	42.0	n/a	n/a	n/a	44.9
Non-Indigenous	5.1	4.7	5.0	5.3	5.1	n/a	n/a	n/a	5.1
<b>Children subject to protective orders</b>	6,446	6,391	7,040	7,942	8,090	8,079	8,276	8,401	8,456
Assessment orders	123	119	98	116	64	63	46	111	85
Short-term child protection orders	4,290	3,926	4,209	4,578	4,243	4,103	4,188	4,095	4,068
Long-term child protection orders	2,033	2,346	2,733	3,248	3,783	3,913	4,042	4,195	4,303
<b>Indigenous status</b>	6,446	6,391	7,040	7,942	8,090	8,079	8,276	8,401	8,456
Indigenous	1,667	1,915	2,216	2,720	2,969	2,939	3,034	3,134	3,181
Non-Indigenous	4,779	4,476	4,824	5,222	5,121	5,140	5,242	5,267	5,275
<b>Rate per 1,000 for children subject to protective orders</b>	6.3	6.3	6.9	7.6	7.5	n/a	n/a	n/a	7.8
Indigenous	25.5	28.6	32.7	39.8	42.5	n/a	n/a	n/a	45.4
Non-Indigenous	5.2	4.8	5.0	5.3	5.1	n/a	n/a	n/a	5.2
<b>Case plans</b>	-	-	-	9,642	9,921	9,929	10,351	10,319	9,820
Children with a case plan	-	-	-	n/a	7,678	7,455	7,633	7,541	8,006
Percentage of children subject to ongoing intervention with a case plan	-	-	-	90.6	93.5	92.9	94.1	94.4	95.1
Percentage of children with a case plan that is current	-	-	-	n/a	77.4	75.1	73.7	73.1	81.5

ONGOING INTERVENTION MEASURES	As at 30 Jun 2006	As at 30 Jun 2007	As at 30 Jun 2008	As at 30 Jun 2009	As at 30 Jun 2010	As at 30 Sep 2010	As at 31 Dec 2010	As at 31 Mar 2011	As at 30 Jun 2011
<b>Children living away from home</b>	6,654	6,493	7,134	7,590	7,809	7,815	7,853	8,025	8,063
Home-based care - Placed with kin	1,650	2,084	2,246	2,379	2,390	2,403	2,417	2,431	2,455
Home-based care - Other home based care	4,296	3,543	4,038	4,270	4,393	4,393	4,417	4,503	4,528
<b>Home-based care - Total</b>	5,946	5,627	6,284	6,649	6,783	6,796	6,834	6,934	6,983
Residential care services	225	345	386	444	567	568	575	591	619
Other	483	521	464	497	459	451	444	500	461
<b>Indigenous status</b>	6,654	6,493	7,134	7,590	7,809	7,815	7,853	8,025	8,063
Indigenous	1,704	1,934	2,274	2,688	2,893	2,901	2,930	3,017	3,052
Non-Indigenous	4,950	4,559	4,860	4,902	4,916	4,914	4,923	5,008	5,011
<b>Rate per 1,000 for children living away from home</b>	6.7	6.4	7.0	7.3	7.3	n/a	n/a	n/a	7.4
Indigenous	26.1	28.9	33.5	39.4	41.5	n/a	n/a	n/a	43.6
Non-Indigenous	5.4	4.9	5.1	5.0	4.9	n/a	n/a	n/a	4.9

ONGOING INTERVENTION MEASURES	As at 30 Jun 2006	As at 30 Jun 2007	As at 30 Jun 2008	As at 30 Jun 2009	As at 30 Jun 2010	As at 30 Sep 2010	As at 31 Dec 2010	As at 31 Mar 2011	As at 30 Jun 2011
<b>Out-of-home care (National measure)</b>	5,876	5,972	6,670	7,093	7,350	7,364	7,409	7,525	7,602
Foster care	4,001	3,543	4,038	4,270	4,393	4,393	4,417	4,503	4,528
Kinship care	1,650	2,084	2,246	2,379	2,390	2,403	2,417	2,431	2,455
Residential care	225	345	386	444	567	568	575	591	619
<b>Indigenous status</b>	5,876	5,972	6,670	7,093	7,350	7,364	7,409	7,525	7,602
Indigenous	1,496	1,749	2,085	2,481	2,686	2,701	2,740	2,795	2,850
Non-Indigenous	4,380	4,223	4,585	4,612	4,664	4,663	4,669	4,730	4,752
<b>Indigenous Child Placement Principle (ICPP)</b>									
Aboriginal and Torres Strait Islander children placed with kin, other Indigenous carers or Indigenous residential care services	1,011/1,577	1,023/1,749	1,182/2,085	1,445/2,481	1,445/2,686	1,460/2,701	1,470/2,740	1,458/2,795	1,495/2,850
<b>Percentage of Aboriginal and Torres Strait Islander children placed with kin, other Indigenous carers or Indigenous residential care services</b>	64.1	58.5	56.7	58.2	53.8	54.1	53.6	52.2	52.5

CARER FAMILIES MEASURES	As at 30 Jun 2006	As at 30 Jun 2007	As at 30 Jun 2008	As at 30 Jun 2009	As at 30 Jun 2010	As at 30 Sep 2010	As at 31 Dec 2010	As at 31 Mar 2011	As at 30 Jun 2011
<b>CARER FAMILIES</b>	3,095	3,227	3,705	4,082	4,043	4,082	4,119	4,065	4,125
<b>Indigenous carers</b>	519	478	546	570	547	564	561	562	578
Approved foster carers	212	167	201	235	303	304	311	311	315
Approved kinship carers	275	236	230	234	201	220	216	214	230
Provisionally approved carers	32	75	115	101	43	40	34	37	33
<b>Non-Indigenous carers</b>	2,576	2,749	3,159	3,512	3,496	3,518	3,558	3,503	3,547
Approved foster carers	1,503	1,686	2,008	2,446	2,592	2,615	2,627	2,624	2,648
Approved kinship carers	852	819	864	880	780	789	787	769	798
Provisionally approved carers	221	244	287	186	124	114	144	110	101
<b>Total all carers</b>	3,095	3,227	3,705	4,082	4,043	4,082	4,119	4,065	4,125
Approved foster carers	1,715	1,853	2,209	2,681	2,895	2,919	2,938	2,935	2,963
Approved kinship carers	1,127	1,055	1,094	1,114	981	1,009	1,003	983	1,028
Provisionally approved carers	253	319	402	287	167	154	178	147	134
<b>Number of grandparent carer families</b>	-	-	-	618	636	639	656	657	682

MATTERS OF CONCERN MEASURES	2005-06	2006-07	2007-08	2008-09	2009-10	Sep QTR 2010	Dec QTR 2010	Mar QTR 2011	2010-11
<b>Total number of matters of concern</b>	-	-	1,329	1,358	1,242	1,272	1,207	1,246	1,319
Child Placement Concern Reports	-	-	456	466	448	456	463	530	564
Matter of Concern - Notifications	-	-	873	892	794	816	744	716	755
<b>Matters of concern substantiated</b>	-	-	184	238	233	232	221	197	207
Children subject to a substantiated matter of concern	-	-	179	230	228	229	216	191	194

RE-ENTRY MEASURES	2005-06	2006-07	2007-08	2008-09	Sep QTR 2009	Dec QTR 2009	Mar QTR 2010	2009-10	2010-11
<b>Renotification - Percentage</b>	23.2	22.9	18.9	19.4	19.3	19.5	19.3	19.0	n/a
Renotification - Number of children with a notification experiencing a subsequent notification within 12 months	5,949/25,688	5,519/24,102	4,232/22,333	4,055/20,955	3,971/20,627	3,920/20,139	3,857/20,017	3,731/19,636	n/a
<b>Resubstantiation - Percentage</b>	18.1	15.3	15.7	16.9	16.8	16.4	17.3	17.7	n/a
Resubstantiation - Number of children with substantiated harm experiencing a subsequent substantiation within 12 months	1,726/9,561	1,691/11,046	1,653/10,501	1,642/9,690	1,565/9,294	1,440/8,778	1,426/8,233	1,371/7,738	n/a
<b>Unsubstantiation/Substantiation - Percentage</b>	9.2	8.3	8.0	8.8	9.0	9.1	8.5	8.7	n/a
Unsubstantiation/Substantiation - Number of children who were the subject of a decision not to substantiate experiencing a subsequent substantiation within 12 months	599/6,477	1,126/13,506	1,338/14,797	1,466/16,478	1,439/16,029	1,369/15,070	1,220/14,300	1,136/13,104	n/a

POPULATION DATA FOR CHILDREN AGED 0-17	As at 30 Jun 2005	As at 30 Jun 2006	As at 30 Jun 2007	As at 30 Jun 2008	As at 30 Jun 2009	As at 30 Jun 2010
Indigenous	65,407	66,985	67,816	68,307	69,779	70,071
Non-Indigenous	922,383	939,765	955,633	978,270	1,003,737	1,017,929
<b>Total</b>	987,790	1,006,750	1,023,449	1,046,577	1,073,516	1,088,000

Notes:

- From 31 August 2009, enhancements to the Integrated Client Management System took place, including an audit and cleansing of carer records. This included closing down those records where a carer was no longer caring for a child, or the approval was no longer valid. As a result, carer families data reported for 30 September 2009 and onwards are not comparable to previous years.
- Re-entry measures report on children in the reference period who are subsequently subject to a notification/ substantiation within 12 months. Data will therefore not be available until 12 months after the end of the reference period (for example, 2010-11 data will become available 12 months after 2010-11).
- Population data for Indigenous and non-Indigenous children and young people in Queensland for 2001 to 2010 are sourced from the Office of Economic and Statistical Research (OESR).

(a) Prior to 2010-11 reporting, an audit and cleansing of intervention with parental agreement records in the Integrated Client Management System (ICMS) took place. This included closing down historical records where a child was no longer subject to intervention with parental agreement. As a result, data reported for 30 June 2011 and onwards is not comparable to previous years.

Prepared by Performance and Analysis, Child Safety, Youth and Families Policy and Performance, Department of Communities

For more data, analysis and supporting information, please refer to the *Our Performance* website at: <http://www.communities.qld.gov.au/childsafty/about-us/performance>

Last updated: November 2011

QUEENSLAND CHILD PROTECTION  
COMMISSION OF INQUIRY

**Attachment Marking**

This and the preceding 3 pages is the annexure mentioned and referred to as

“ATTACHMENT 4” in the statement of BRADLEY SWAN taken on 10/08/2012.



Witness signature



Signature of officer

## **Attachment 5: National child protection data comparability**

In Australia, the responsibility of child protection rests with each individual state and territory. As a result, each jurisdiction develops unique legislation, policies and practices. From the data available nationally, there is limited comparability between Australian states and territories at the early stages of the child protection system in relation to notifications determined during initial screening and substantiations that result from investigations. While data differences do exist at levels of greater statutory involvement, it is considered that there is greater comparability relating to child protection orders and children in out-of-home care. The purpose of this paper is to discuss the comparability of national data in regards to notifications and substantiations as well as child protection orders and out-of-home care.

### **Notifications and substantiations**

Jurisdictions count notifications at different points in the child protection process, ranging from the point of initial contact with the source, through to the end of the screening and decision-making process. In Tasmania and the Australian Capital Territory, all concerns for children reported to the department are immediately recorded as notifications (AIHW, 2012). In New South Wales, Queensland and South Australia a screening process is used to first classify reports as 'child and young person concerns'. These concerns are then further assessed to determine appropriate action of which a notification may be a category (AIHW, 2012).

There are also differences between states and territories in the matters or criteria that constitute a notification. Unlike the other states and territories, notifications in Victoria and South Australia do not include those relating to unborn children where there are concerns about the likelihood of abuse or neglect once the child is born (AIHW, 2012). In New South Wales, Western Australia, Tasmania, the Australian Capital Territory and the Northern Territory, notifications include cases of alleged abuse in care; in Victoria, South Australia and Queensland these types of allegations are recorded separately (AIHW, 2012). More generally, some of the notifications recorded in Victoria may not be considered notifications in other jurisdictions.

There are also notable differences between states and territories in regards to mandatory reporting. In some jurisdictions, only those in selected professions are mandated to report suspected child abuse or neglect (e.g. Queensland, New South Wales, Victoria). In other jurisdictions, anyone who suspects child abuse or neglect is legally obliged to report their suspicions to the appropriate authority (e.g. Northern Territory).

These differences between jurisdictions in relation to where in the child protection process data is collected, the type of matters that are referred, and the role of mandatory reporting, all impact on how state and territory data are recorded and reported. Perhaps the most comparable data on referrals to the child protection system is the number of distinct children notified in a given reference period. Table 1. shows the number and rate of children notified by Indigenous status for each state and territory in 2010-11.

**Table 1. Number and rate of children notified by Indigenous status, Australian states and territories, 2010-11.**

	<i>NSW</i>	<i>Vic</i>	<i>Qld</i>	<i>WA</i>	<i>SA</i>	<i>Tas</i>	<i>ACT</i>	<i>NT</i>	<i>Aust</i>
Number of children subject to a notification									
Indigenous	11,796	2,716	4,953	2,372	2,695	696	521	3,498	29,247
Non-Indigenous	44,098	38,004	13,066	3,048	10,875	4,738	2,814	1,259	117,902
Unknown	5,238	739	1,334	4,314	426	2,053	2,433	81	16,618
All children	61,132	41,459	19,353	9,734	13,996	7,487	5,768	4,838	163,767
Rate per 1,000 children aged 0-17 years									
Indigenous	166.2	178.1	70.3	76.2	213.1	83.6	269.5	127.8	122.8
Non-Indigenous	28.1	31.1	12.8	6.0	31.6	43.0	35.9	35.8	24.1
Unknown	na	na	na	na	na	na	na	na	na
All children	<b>37.3</b>	<b>33.5</b>	<b>17.7</b>	<b>18.0</b>	<b>39.2</b>	<b>63.1</b>	<b>71.9</b>	<b>77.3</b>	<b>31.9</b>

Source: ROGS, 2012 Table 15A.8

Nationally, 163,767 children aged 0–17 years were the subject of child protection notifications in 2010-11. The rate of notifications per 1,000 children in the population was 31.9, ranging from 17.7 in Queensland to 77.3 in the Northern Territory (see Figure 1). The rate of children notified in Queensland was similar to the rate of children notified in Western Australia.

**Figure 1. Rate of children notified per 1,000 children aged 0-17 years, Australian states and territories, 2010-11.**



In Queensland, all notifications require an investigation to be conducted. In other jurisdictions, notifications can be dealt with in other ways, such as the provision of advice or a referral to a support service. In New South Wales, there is a differential response pathway, where an investigation can be conducted at two levels of intensity. Only those cases which receive the higher level response may lead to a substantiation being recorded (AIHW, 2012).

There appears to be a reasonable degree of consistency in the legal definitions of harm and abuse, or risk of harm or abuse, across national jurisdictions (ROGS, 2012). However, the threshold for

substantiation varies. Some jurisdictions record a substantiation based on the harm or risk of harm to the child, while other jurisdictions substantiate the actions by the parents or the incidents that cause harm (AIHW, 2012).

In Queensland, the Australian Capital Territory, Tasmania, Victoria and Western Australia, a child is considered in need of protection if he or she has suffered harm, is suffering harm, or is at risk of suffering harm (AIHW, 2012). In New South Wales, a child is considered in need of protection only if they are at risk of “significant harm” (AIHW, 2012). Further, in some jurisdictions, children aged 17 are not substantiated. This means the rate per 1,000 children who were the subject of a substantiation may be lower for those jurisdictions (AIHW, 2012).

The number and rate of children substantiated across Australia is presented in Table 2.

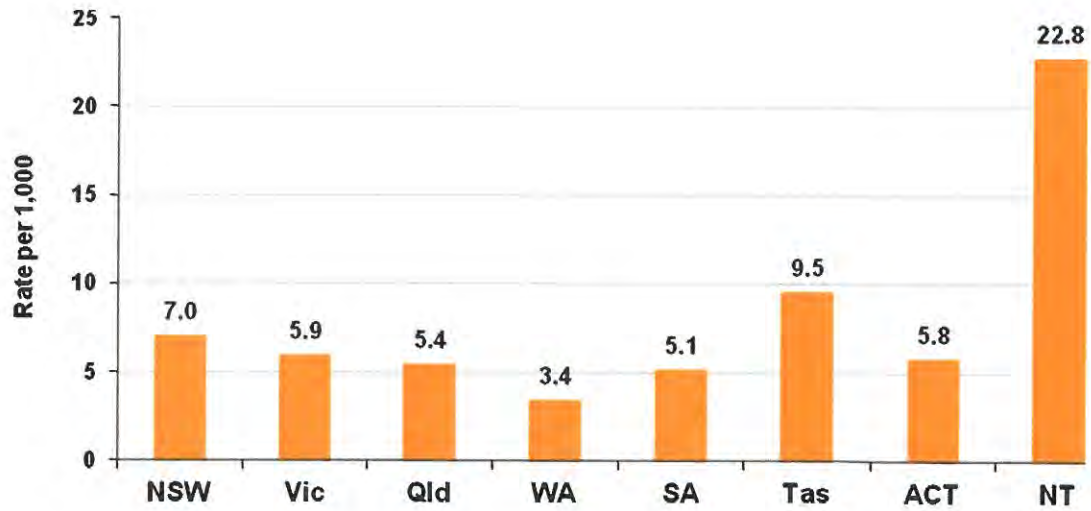
**Table 2. Number and rate of children substantiated by Indigenous status, Australian states and territories, 2010-11.**

	<i>NSW</i>	<i>Vic</i>	<i>Qld</i>	<i>WA</i>	<i>SA</i>	<i>Tas</i>	<i>ACT</i>	<i>NT</i>	<i>Aust</i>
Number of children subject to a substantiation									
Indigenous	3,303	768	1,731	539	452	146	106	1,186	8,231
Non-Indigenous	8,194	6,557	4,032	695	1,334	771	329	232	22,144
Unknown	39	2	178	636	45	215	30	7	1,152
All children	11,536	7,327	5,941	1,870	1,831	1,132	465	1,425	31,527
Rate per 1,000 children aged 0-17 years									
Indigenous	46.5	50.4	24.6	17.3	35.7	17.5	54.8	43.3	34.6
Non-Indigenous	5.2	5.4	3.9	1.4	3.9	7.0	4.2	6.6	4.5
Unknown	na	na	na	na	na	na	na	na	na
All children	<b>7.0</b>	<b>5.9</b>	<b>5.4</b>	<b>3.4</b>	<b>5.1</b>	<b>9.5</b>	<b>5.8</b>	<b>22.8</b>	<b>6.1</b>

Source: ROGS, 2012 Table 15A.8.

In 2010-11, 31,527 children aged 0-17 years were the subject of a substantiation across Australia. The rate of children who were the subject of a substantiation per 1,000 children in the population was 6.1. The rate of children substantiated varied from a low of 3.4 children per 1,000 in Western Australia to 22.8 children per 1,000 in the Northern Territory (see Figure 2).

Figure 2. Rate of children substantiated per 1,000 children aged 0-17 years, Australian states and territories, 2010-11.



The key differences between states and territories in regards to notifications, investigations and substantiations are presented in Table 3.

**Table 3. Key differences in notifications, investigations, and substantiations, Australian states and territories.**

	NSW	Vic	Qld	WA	SA	Tas	ACT	NT
<b>Notifications</b>								
Notification can relate to an unborn child	✓		✓	✓		✓	✓	
Notifications can relate to 17 year-olds	✓		✓	✓		✓	✓	✓
Notifications can include reports of abuse by a stranger	✓							
All concerns are recorded as a notification		✓				✓	✓	
Concerns are initially assessed before being recorded as a notification.	✓		✓		✓			
Additional concerns are recorded during an open notification, investigation or assessment.			✓			✓		
Notifications can include cases of 'no suitable caregiver'	✓	✓	✓	✓	✓	✓	✓	
Notifications can include cases of alleged abuse in care	✓			✓		✓	✓	✓
Cases of alleged abuse in care are recorded separate from notifications.		✓	✓		✓			
<b>Investigations</b>								
All notifications are investigated			✓					
Notifications concerning 17 year-olds are investigated	✓		✓	✓	✓	✓	✓	✓
Notifications can be dealt with in ways other than an investigation (e.g. the provision of advice or referral to a support service).	✓	✓		✓	✓	✓	✓	✓
Investigation must involve sighting the child		✓	✓	✓	✓	✓	✓	✓
<b>Substantiations</b>								
Substantiations can include 17-year olds	✓		✓	✓	✓	✓	✓	✓
A child is considered 'in need of protection' if a child has suffered harm, is suffering harm, or is at risk of suffering harm.		✓	✓	✓		✓	✓	✓
A child is considered 'in need of protection' if a child is at risk of significant harm.	✓							

Note: ✓ indicates those states and territories where this applies.

Source: ROGS, 2012; Child Protection Australia, 2010-11.



## Child protection orders and out-of-home care

The types of care and protection orders issued varies across jurisdictions, reflecting both the different types of orders available and the different policies and practices in putting them into effect. The types of orders may include guardianship or custody orders, supervisory orders, and interim and temporary orders. In some jurisdictions (e.g. South Australia and Tasmania), voluntary arrangements or agreements with parents are included in counts of care and protection orders.

In Queensland, on the other hand, children subject to Intervention with Parental Agreement are only counted as being subject to an order if they are subject to a higher level order (i.e. supervisory or directive). In New South Wales, children on finalised supervisory orders are not included in counts of care and protection orders (AIHW, 2012). The application for a care and protection order in Western Australia is nationally reported as an interim order; however, no order is issued at this stage of the orders process. In Victoria, children on finalised third party parental responsibility orders are counted under the category of ‘finalised guardianship/custody orders’ (AIHW, 2012).

**Table 3. Number and rate of children on care and protection orders by Indigenous status, Australian states and territories, as at 30 June 2011.**

	<i>NSW</i>	<i>Vic</i>	<i>Qld</i>	<i>WA</i>	<i>SA</i>	<i>Tas</i>	<i>ACT</i>	<i>NT</i>	<i>Aust</i>
Number of children subject to care and protection orders									
Indigenous	4,900	1,060	3,181	1,496	658	234	176	575	12,280
Non-Indigenous	10,435	5,665	5,247	1,663	1,904	936	535	146	26,531
Unknown	4	10	28	118	58	16	12	1	247
All children	15,339	6,735	8,456	3,277	2,620	1,186	723	722	39,058
Rate per 1,000 children aged 0-17 years									
Indigenous	68.8	69.2	44.8	48.0	51.8	28.0	90.9	20.9	51.4
Non-Indigenous	6.7	4.6	5.1	3.2	5.5	8.5	6.8	4.2	5.4
Unknown	na	na	na	na	na	na	na	na	na
All children	<b>9.4</b>	<b>5.4</b>	<b>7.7</b>	<b>6.0</b>	<b>7.3</b>	<b>10.0</b>	<b>9.0</b>	<b>11.6</b>	<b>7.6</b>

Source: ROGS, 2012 Table 15.8.

As at 30 June 2011, 39,058 children aged 0-17 years were on care and protection orders (see Table 3). The highest number of children on orders was in New South Wales, where 15,339 children were on a care and protection order at 30 June. The national rate of children per 1,000 in the population was 7.6 and ranged from 5.4 children per 1,000 in Victoria to 11.6 per 1,000 children in the Northern Territory (see Figure 3).

Figure 3. Rate of children on care and protection orders per 1,000 children aged 0-17 years, Australian states and territories, 2010-11.



Out-of-home care is provided to children and young people aged under 18 who are in need of care and protection and are unable to live with their parents. These arrangements include foster care, placements with relatives or kin and residential care. Placements solely funded by disability services, medical or psychiatric services, juvenile justice facilities or supported accommodation assistance placements, are excluded from national counts of children in out-of-home care. (AIHW, 2012).

Table 4 presents the number and rate of children in out-of-home care by Indigenous status and state and territory.

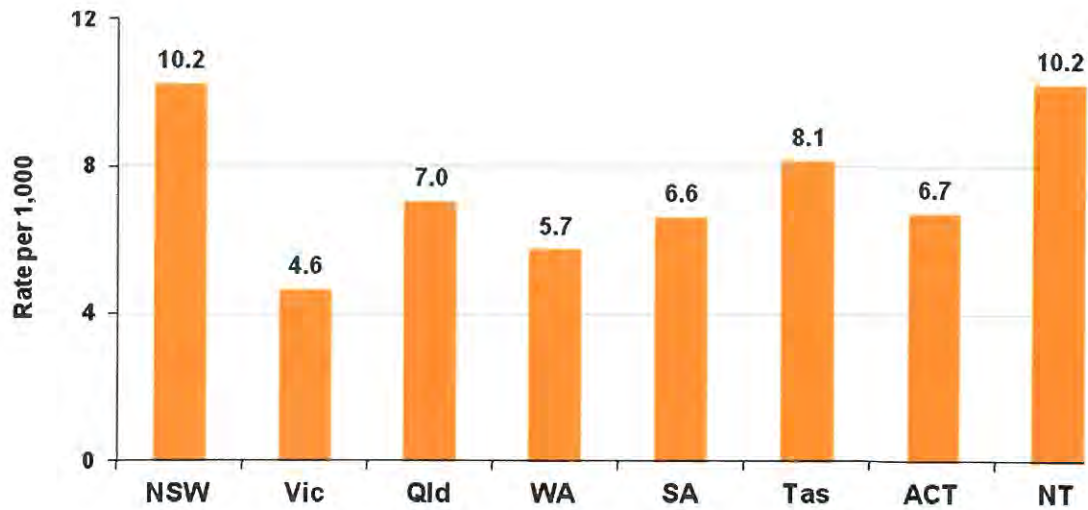
Table 4. Number and rate of children in out-of-home care by Indigenous status, Australian states and territories, at 30 June 2011.

	<i>NSW</i>	<i>Vic</i>	<i>Qld</i>	<i>WA</i>	<i>SA</i>	<i>Tas</i>	<i>ACT</i>	<i>NT</i>	<i>Aust</i>
Number of children in out-of-home care									
Indigenous	5,737	877	2,850	1,448	630	196	119	501	12,358
Non-Indigenous	10,994	4,701	4,722	1,527	1,690	754	409	132	24,929
Unknown	9	100	30	145	48	16	12	1	361
All children	16,740	5,678	7,602	3,120	2,368	966	540	634	37,648
Rate per 1,000 children aged 0-17 years									
Indigenous	80.6	57.3	40.2	46.4	49.6	23.5	61.4	18.2	51.7
Non-Indigenous	7.0	3.8	4.6	3.0	4.9	6.8	5.2	3.8	5.1
Unknown	na	na	na	na	na	na	na	na	na
All children	<b>10.2</b>	<b>4.6</b>	<b>7.0</b>	<b>5.7</b>	<b>6.6</b>	<b>8.1</b>	<b>6.7</b>	<b>10.2</b>	<b>7.3</b>

Source: ROGS, 2012 Table 15A.16.

There were 37,648 children in out-of-home care across Australia at 30 June 2011. The rate of children in out-of-home care at 30 June 2011 was 7.3 per 1,000 children, ranging from 4.6 per 1,000 in Victoria to 10.2 per 1,000 in the Northern Territory and New South Wales (see Figure 4). In Queensland, the rate of children in out-of-home care at 30 June 2011 was 7.0.

Figure 4. Rate of children in out-of-home care per 1,000 children aged 0-17 years, Australian states and territories, 2010-11.



### Conclusion

This paper has discussed some of the issues that affect comparisons between Australian states and territories. While the similarities between child protection systems generally allow for comparison, particularly at levels of greater statutory involvement, it is important that any attempts at comparison consider differences in legislation, policies and practices.

## References

Australian Institute of Health and Welfare (AIHW), 2012. *Child protection Australia*, Child Welfare Series no. 53, Canberra: AIHW.

Steering Committee for the Review of Government Service Provision, 2012. *Report on Government Services 2012*, Canberra: Productivity Commission.

QUEENSLAND CHILD PROTECTION  
COMMISSION OF INQUIRY

**Attachment Marking**

This and the preceding 10 pages is the annexure mentioned and referred to as

“ATTACHMENT 5” in the statement of BRADLEY SWAN taken on 10/08/2012.



Witness signature



Signature of officer

## **Attachment 6: International data comparability**

As is the case in Australia, internationally there are no generally acknowledged child protection benchmarks, targets or standards of 'best practice'. There is recognition among child protection researchers that more work is needed to investigate the availability of administrative data from child protection systems around the world, and to assess the comparability of these data sets (see e.g. Munro et al., 2011, IPSCAN, 2011). The limited work in this area reflects the challenges and complexity involved in comparing performance data across child protection systems.

Countries differ not only in the legislation, policies and practices of their child protection systems, but also in the recording, reporting and availability of administrative data. Collating data at a national level is also challenging, particularly in countries where there is diversity at a state/provincial government level. For example, in Australia, Canada and the United States statutory child protection is the responsibility of individual states and provinces, each with differences in legislation, policies and practices. In contrast, countries such as England and Norway have strong centralised systems with greater national consistency and more available national datasets (Munro et al. 2011).

Many of the challenges inherent in comparing Australian states and territories are mirrored at an international level when comparing Australia to the rest of the world. The data most readily available and able to be compared internationally relate to children notified or referred to child protection services, and children in out-of-home placements. This paper presents an introduction to some of the issues and data available in drawing international comparison in these two areas.

### **Notifications**

Like Australian jurisdictions, many countries collect much of the data on notifications at different points in the child protection process. This disparity influences the figures recorded. Higher notification rates are likely in those countries where data is collected in the earlier stages of the child protection system; countries where data is collected during the later stages of the process have an opportunity for cases to be screened out prior to the data collection point (Munro et al., 2011). England, Wales and Finland, for example, all adopt a multi-tier assessment process which allows for an initial assessment to identify those cases that require a more in-depth investigation (Munro et al., 2011; ISPCAN, 2011).

Referral rates are also impacted by the extent of mandatory reporting, which varies across countries (Munro et al., 2011). For example, in New Zealand, there is no requirement for mandatory reporting. Instead, inter-agency agreements are used to encourage agencies to co-operate closely and report on child protection matters (ISPCAN, 2011). In contrast, all states and territories in the United States have mandatory child abuse and neglect reporting laws that require certain professionals and institutions to report suspected maltreatment to a child protection agency (Children's Bureau, 2010).

It is important to note that in addition to legislation and policy differences, the volume of referrals will also depend upon public knowledge and understanding of thresholds for statutory intervention, media reporting, public confidence in the child protection system, economic climate, as well as the fundamental level of need and incidence of abuse (Munro et al., 2011).

Notwithstanding the constraints outlined by these issues, Table 1 shows the rate of children notified for various countries. From the data available, Australia had the highest rate of children notified per 1,000 in 2008-09 compared to other countries at about the same period. New Zealand reported a similar rate of children notified at 61.6 per 1,000. The United States had the lowest national rate of children notified at 44.1 children per 1,000 in 2008. The rate of children notified in Australia has decreased in recent years to 46.3 children per 1,000 in 2010-11.

**Table 1. Rate of notifications per 1,000 children aged 0-17 years, various countries.**

	<i>Rate per 1,000 children</i>	<i>Reference period</i>
Australia <sup>(a)</sup>	67.2	2008-09
	46.2	2010-11
England	53.9	2009
Finland	45.5	2008
New Zealand <sup>(b)</sup>	61.6	2008
USA	44.1	2008

Source: <sup>(a)</sup> CPA, 2008-09 and CPA 2010-11; <sup>(b)</sup> IPSCAN, 2011; all other figure from Munro et al., 2011.

### Children in out-of-home care

In contrast to data on children entering the child protection system, it is considered that there is greater comparability between countries on the rates of children in out-of-home care.

The rate of children in out-of-home care varies around the world (see Table 2). From the data available, the rate of children in out-of-home care ranged from 5.5 children per 1,000 in England in 2009 to 12.0 children per 1,000 in Finland in 2007. Using a comparative reference period, there were 6.7 children per 1,000 in the population in out-of-home care in Australia at 30 June 2009.

**Table 2. Rate of children aged 0-17 years in out-of-home care per 1,000, various countries.**

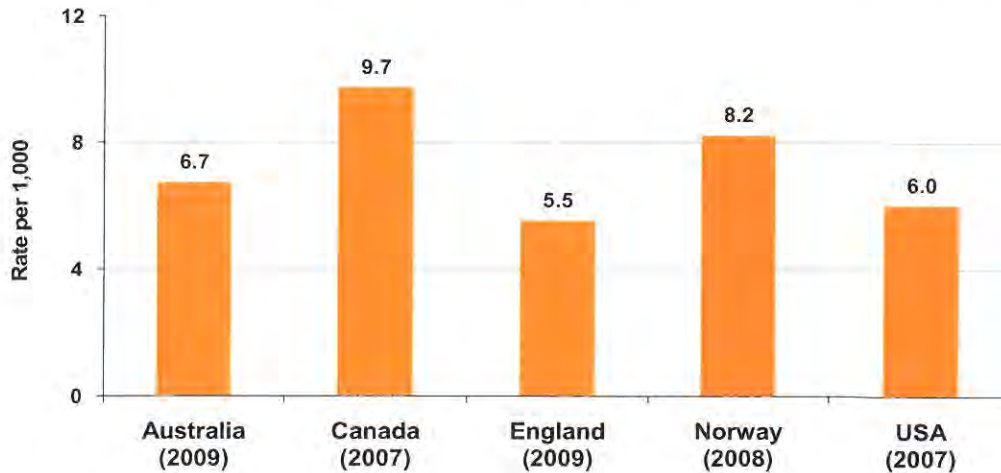
	<i>Rate per 1,000 children</i>	<i>Reference period</i>
Australia <sup>(a)</sup>	6.7	2009
Belgium	8.6	2008
Canada	9.7	2007
Denmark	10.2	2007
England	5.5	2009
Finland	12.0	2007
Germany	9.9	2005
Netherlands	10.0	2009
Norway	8.2	2008
Sweden	6.6	2007
USA	6.0	2007

Source: (a) CPA 2008-09; all other figures from Gilbert, 2012.<sup>1</sup>

<sup>1</sup> Note: There is some discrepancy between the international data published by Gilbert (2012) and the data published by Munro et al. (2011). For example, in contrast to figures published by Gilbert, Munro et al. (2011) reported rates of out-of-home care of 3.3 for Canada (cf. 9.7) and 5.7 for England (cf. 5.5) for the same years.

Child protection systems in Australia are most comparable with those in England, Canada, the United States and Norway (see e.g. Munro & Manful, 2012). Figure 1 shows the rate of children in out-of-home care for these countries. As can be seen, the rate of children in out-of-home care in Australia is similar to the rates per 1,000 in these comparable countries.

**Figure 1. Rate of children in out-of-home care per 1,000 population, selected countries.**



There has also been some consistency between countries in the trends in out-of-home care, with many countries experiencing an increase in the rates of children in out-of-home care in the last decade. Increases have been seen in Australia, Canada, England, Sweden, Finland, Denmark, Norway, Germany, Belgium and the Netherlands (Gilbert, 2012). For example, in Canada the rate of children in out-of-home care has increased from 4.0 in 1991 to 9.7 in 2007, while the rate has increased from 5.8 in 1994 to 8.2 in 2008 in Norway (Gilbert, 2012). The rate of children in out-of-home care in Australia has increased from 3.9 at 30 June 2002 to 7.3 at 30 June 2011.

In contrast, the rate of children in out-of-home care has been declining in the United States (Gilbert, 2012; Munro & Manful, 2012). Several changes in the United States are thought to have contributed to this decrease, including legislative changes to encourage adoption or legal guardianship, and an increased emphasis on 'voluntary' or informal placements with kin as a diversion from the child welfare system (Gilbert, 2012; Munro & Manful, 2012).

Despite these consistencies, there are still distinct differences in the legislative, policy and practices of out-of-home care placements that limit comparability. In some countries, the definition of out-of-home care may include children in placements with the consent of both parents and often the children; in other jurisdictions out-of-home care is limited to those children on a legal order. Further, temporary respite placements may be included or excluded in placement counts. With some definitions of out-of-home care it is even possible for children to be living with their parents (Munro et al., 2011; Gilbert, 2012).

More generally, the availability of early intervention and family support services impacts on the numbers of children entering out-of-home care and the comparability of data across jurisdictions. The use of universal and secondary services may divert children and families from child protection systems, thereby reducing the number of children who enter and remain in out-of-home care. Gilbert (2012) notes that out-of-home placements can be seen as one type of benchmark measure for child protection systems, but cautions that the transfer of children from the care of their parents to other living arrangements has distinct meanings within each country, depending on the culture and norms surrounding these placements.



## Conclusion

It is imperative that any comparisons drawn between Australian jurisdictions and the rest of the world give due consideration to the legislative, practice and recording differences in the child protection systems. These issues impact on data comparability and an understanding of these issues is needed to avoid drawing erroneous conclusions and to maximise opportunities for meaningful comparisons (Munro and Manful, 2012).

Unfortunately, however, information about these issues is relatively scarce.<sup>2</sup> The lack of detailed information on policies and practices in regards to child protection systems and the recording and reporting of data about these systems adds further to the challenges of comparing jurisdictions and establishing useful benchmarks.

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<sup>2</sup> Queensland is one of the few jurisdictions both within Australia and internationally to publish comprehensive information on its child protection system. This information includes a publicly available Child Safety Practice Manual, practice resources, and comprehensive corporate performance data including details of counting rules, definitions and legislative and policy changes over time.

## References

- Australian Institute of Health and Welfare (AIHW), 2010. *Child protection Australia 2008-09*, Child Welfare Series no. 47. Cat. no. CWS 35. Canberra: AIHW.
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QUEENSLAND CHILD PROTECTION  
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This and the preceding 6 pages is the annexure mentioned and referred to as

“ATTACHMENT 6” in the statement of BRADLEY SWAN taken on 10/08/2012.



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# ATT 7:CHILD SAFETY SERVICES GRANT FUNDING TO NON-GOVERNMENT ORGANISATIONS (NGOS) – AS AT 31/7/12

Key Funding Area	Service Type	Description	Budget 11-12	Services	Orgs
<b>Grand Totals</b>			<b>\$289,662,724</b>	<b>505</b>	<b>157</b>
<b>Placement Services</b>		Placement services, also known as alternative care or out-of-home care services, provide places (accommodation and support) for children and young people who are unable to live at home. A range of services are required to respond to the different levels of support needs of the child or young person and provide stable, quality care within the Child Safety Services' case management framework.  The Department aims to place all children and young people who require out-of-home care in a grant funded place but where this is not possible, either due to capacity issues, or because of the specific needs levels of a child/young person being such that they require a specialised individualised placement, the department engages with service providers to negotiate short-term fee-for-service invoice paid placements known as Highly Complex Places (previously Transitional Placements or HCP/TP). In addition, the department also uses these arrangements for Support packages which are extra wrap-around supports for an existing grant funded place, but where the placement is at acute risk of breaking down and the Support package is deemed the most cost effective way of preserving the stability of the current placement. Both HCP/TP packages and Support packages do not have an allocated budget and are funded from quarantining all savings in grants and transferring these monthly to HCP/TP.	<b>\$187,694,051</b>	<b>214</b>	<b>38</b>
	<b>Foster and Kinship Care</b>	Foster and kinship care services are responsible for recruiting, training, assessing and supporting carers who have been approved by Child Safety Services. Foster and kinship care is provided to a child or young person with moderate to high support needs in a carer's home. Carers should have access to regular and emergency respite, facilitated by the service. (It should be noted that approx 65% of all Foster & Kinship care is provided through the NGO sector, and that the other 35% is provided through departmentally supported carers)	<b>\$33,239,932</b>	<b>45</b>	<b>20</b>
	<b>Intensive Foster Care</b>	Intensive foster care services are responsible for recruiting, training, assessing and supporting carers who have been approved by Child Safety Services to provide care to a child or young person with complex to extreme support needs in a carer's home. Carers should have access to regular and emergency respite, facilitated by the service. Typically, these carers only care for one child at a time, unless small sibling groups are involved.	<b>\$45,988,376</b>	<b>30</b>	<b>11</b>
	<b>Residential Care incl. small group homes with rostered staff or live-in houseparent models</b>	Residential care services are provided by paid, contracted or volunteer workers to a young person in residential premises. These workers may include rostered or live-in staff. Residential care usually involves small group care (up to six places) though may also include individual care. Residential care is primarily for young people aged 12-17 years and mainly with complex and extreme support needs, though may also accommodate sibling groups or other young people with moderate to high needs.	<b>\$86,195,979</b>	<b>106</b>	<b>21</b>
	<b>Therapeutic Residential Care</b>	Therapeutic residential care services deliver intensive therapeutic care for young people aged 12-15 years with complex to extreme support needs, who are generally unable to be placed in other forms of care. Therapeutic residential care services provide a therapeutic environment conducive to young people recovering from the impact of physical, psychological and emotional trauma and pain resulting from their experience of harm or risk of harm. Therapeutic residential care services will be provided in a least restrictive environment, which is designed to minimise the risk of self-harming and violence. Cairns, Townsville, Goodna & Morayfield	<b>\$6,745,708</b>	<b>4</b>	<b>3</b>
	<b>Safe Houses</b>	Safe Houses deliver a supervised residential care service providing a combination of short-term emergency care and some medium-term care placements for children and young people aged 0-17 years and a related Family Intervention service providing practical supports to families, and parenting interventions during supervised contact consistent with case plan goals. Services will be located in the Aboriginal and Torres Strait Islander communities of Aurukun, Kowanyama, Napranun, Pormpuraaw, Doomadgee, Palm Island, Torres Strait, Northern Peninsula Area, Eastern Cape York Peninsula, and Mornington Island. A foster care house is also located at Yarrabah.	<b>\$8,457,070</b>	<b>9</b>	<b>5</b>
	<b>Supported Independent Living</b>	Supported independent living services are provided by paid, contracted or volunteer workers to a child or young person in residential premises. These employees or workers do not usually live at the premises or provide overnight care but provide external support through regular visiting. Supported independent living	<b>\$7,066,986</b>	<b>20</b>	<b>8</b>

Key Funding Area	Service Type	Description	Budget 11-12	Services	Orgs
	Specific Response Care	is usually for young people aged 15-17 years with moderate to high support needs who are transitioning to independent living. Supported independent living may involve small group or individual care.  Specific response care services are provided to a child or young person with extreme support needs in the home of a Child Safety Services approved foster or kinship carer where the carer is employed and paid a salary or wage by a service provider. Approved carers are also eligible to receive cost reimbursement paid directly by Child Safety Services via the Fortnightly Caring Allowance and High Support Needs Allowance in accordance with Child Safety Services policy. Carers should have access to regular and emergency respite, facilitated by the service.	\$0	0	0
Support Services	Support services provide assistance to children, young people and families who are referred by Child Safety Services for a range of interventions that focus on the Child Safety Services' assessed needs of children and families. Support services and individual interventions provided by non-government organisations are coordinated by Child Safety Service Centre staff based on case plan goals.  Support services are available to families and children where Child Safety Services has assessed that ongoing statutory intervention is required for a child and where case plan goals developed by Child Safety Services require external service coordination to assist Child Safety Services' decision making responsibilities and meet specific individual therapeutic and personal support needs		\$39,717,246	97	39
	Family Intervention Services	The aim of Family Intervention Services (FIS) is to support clients of Child Safety Service Centres (CSSC) where ongoing intervention with a family is required. The principal aims are to preserve families where a child remains living at home under ongoing intervention and monitoring by the CSSC, and to assist in the reunification of the child with their family from out-of-home care where it is determined to be in the best interests of the child. The FIS support is aimed at the family exiting the child protection system with improved skills and parenting ability. FIS also aims to prevent families from re-entering the child protection system by strengthening the caring and parenting skills of the caregiver and their positive participation in community life.	\$19,838,674	50	23
	Counselling and Intervention Services	Counselling and intervention services aim to assist the therapeutic and behavioural support needs of children and young people using evidence-based and contemporary intervention methods and models of practice that help in the recovery from a range of personal, physical and emotional impacts arising from an experience of abuse or neglect. Counselling and intervention services may also contribute to the overall stability of a child in their out-of-home care placement through direct counselling support and may also include counselling support to carers within the child or young person's support network.	\$8,565,404	25	14
	Sexual Abuse Counselling	Sexual abuse counselling services provide specialist counselling to children and young people in out-of-home care placements who are not able to access an appropriate service from Queensland Health or Child Safety departmentally operated Sexual Abuse Counselling Service (SACS) in Brisbane (Woolloongabba).	\$2,695,013	9	7
	Outreach Support	A limited service response focused on the behavioural, counselling and education support needs of children in an out-of-home care placement. Typically the service is aligned to the grant funded service provider and does not resource other out-of-home care placement services.	\$415,373	2	2
	Targeted Support Services	This category covers a range of support services that meet specific needs and includes:  <u>Transition from Care</u> service funding in the Beenleigh, Logan and Goodna area is a joint initiative of Child Safety Services and the Department of Employment and Industrial Relations. The service aims to assist young people aged 15-17 years who are preparing to leave out-of-home care.  <u>Unaccompanied Humanitarian Minors (UHM)</u> a joint 50:50 Commonwealth: State funded program between Dept of Immigration and Citizenship (DIAC) & Communities. Mercy Family Services are the sole service provider. The program focuses on the support needs of unaccompanied refugee children who arrive in Australia without a parent or close relative.  <u>Post Adoption Support Service</u> provides information, counselling and support to people affected by adoption.  Statewide child protection support services such as the Pyrama Foundation	\$2,989,343	8	8

Key Funding Area	Service Type	Description	Budget 11-12	Services	Orgs
	Family Support (HOF)	Two of the four components of the Helping Out Families initiative are funded through Child Safety. These are the Family Support Alliance (FSA); and Health Home Visiting (HHV). The other components of Intensive Family Support (IFS) and Domestic and Family Violence (DFV) are funded through the Communities portfolio. HOF is program managed by Child and Family Programs.	\$3,890,625 (Qld Health) & \$1,322,814 FSA Services	3	3
<b>Indigenous Child Protection Services</b>	Indigenous Child Protection Services include Recognised Entities, Indigenous Family Support (IFSS), and funding for the Indigenous Child Protection Peak, QATSI CPP.		<b>\$19,148,912</b>	<b>22</b>	<b>14</b>
	Indigenous Recognised Entities	Recognised Entities are funded to actively participate in significant decisions made by Child Safety Services regarding Aboriginal and Torres Strait Islander children including intake, investigation and assessment; Suspected Child Abuse and Neglect (SCAN) teams; court, case planning; and placement, and also provide information to Indigenous families throughout these phases of the statutory child protection system. The recognised entity role also assists Child Safety Services to comply with the Indigenous Child Placement Principle.	\$9,079,219	10	10
	Aboriginal and Torres Strait Islander Family Support	ATSI FSS is a new service type which commenced from 30 August 2010 which will fund eleven services to cover the State. These services will provide a range of family support services to both statutory and non-statutory families. Around 90% of clients will be non-statutory and will be referred from the Department (Child Concern Reports), Education, Health; and the Indigenous Medical services. Limited self-referrals are also permitted. The other 10% of clients will be statutory referrals from Child Safety Service Centres. Family support is expected to range from intensive to practical in-home support.	\$9,434,020	11	10
	Indigenous Peak and Projects	The Queensland Aboriginal and Torres Strait Islander Child Protection Peak Limited (QATSI CPP) is the peak body for Indigenous child protection. The department also holds an ongoing budget to fund non-recurrent training and development projects for this sector.	\$635,673	1	1
<b>Partnership Services</b>	Child Safety Services funds a range of services and activities relating to partnerships including:				
	NGO Partnerships & Forum	Child Safety provides funding to Peakcare to employ an NGO based Principal Planning and Partnerships Officer and to support Partnership Forum activities.	\$153,940	1	1
	Peaks & Representative Networks	Child Safety Services funds peak bodies and representative networks to provide peer advocacy, systems advocacy, policy input and specific operational input. Includes PeakCare, Foster Care Qld, and the Create Foundation	\$2,017,885	3	3
	Specific Purpose Funding	Child Safety Services may fund a range of specific events such as Child Protection Week or Foster and Kinship Care Week, or projects on a one off basis.	\$179,500	3	3

Inter Agency Services		\$32,294,518	\$28,421,881	3	3
	Evolve – Therapeutic Services – Qld Health	\$18,242,671	\$16,229,609	1	1
	Evolve – Behaviour Support Services - Disability	\$7,404,395	\$5,589,022	1	1
	Education Support Plans – Education Queensland	\$6,647,452	\$6,603,250	1	1

		Occupational therapists from Disability Services (Evolve Behaviour Support Services). The Department of Education & Training is funded to develop and implement Educational Support Plans (ESPs) for all children/young people in care.				
<b>Secondary Family Support</b>			<b>\$44,641,815</b>	<b>\$42,786,659</b>	<b>165</b>	<b>105</b>
	Referral for Active Intervention (RAI)	The Referral for Active Intervention program responds to vulnerable families with children and young people (unborn to 18) who are at risk of involvement in the statutory child protection system. RAI is a consent based program which provides case management for clients who agree to engage with the service. All individuals who identify as being family members of the referred child and consent to engage are eligible for a service. Case managers work collaboratively with families to identify and prioritise their presenting needs and provide intensive support interventions and engagement with specialist services.	\$10,872,623	\$10,566,510	12	6
	RAI Ancillary	The RAI initiative includes ancillary funds linked to each service. The purpose of this funding is to address prevention and early intervention service delivery gaps and priorities determined by the ANT within the RAI catchment area. This includes the establishment of new services or the enhancement of existing services to increase the capacity to provide specialised and ongoing support for clients of the funded RAI service. RAI Ancillary services must deliver direct client service and prioritise RAI clients. Depending on regionally identified needs, funding may be used to boost specialist services required for RAI clients (eg Domestic and Family Violence counselling, Indigenous Family Support) or to build less intensive services that are able to provide "step down" support for families exiting a RAI service. Where capacity allows, RAI Ancillary services may accept clients from other referral pathways.	\$1,174,242	\$1,097,275	12	10
	Helping Out Families	The HOF model consists of an Intensive Family Support (IFS) service supported by a network of local agencies and services. The networks are coordinated through the Family Support Alliance (FSA). The strength of this network is a critical factor in the success of IFS services as the stronger it is, the more comprehensive and integrated the service delivery system supporting vulnerable families is likely to be. IFS services respond to vulnerable families with children and young people (unborn to 18) at risk of entering the statutory child protection system, and their families. IFS is a consent based program which provides case management for clients who agree to engage with the service. All individuals who identify as being family members of the referred child and consent to engage are eligible for a service. Case managers work collaboratively with families to identify and prioritise their presenting needs and provide intensive support interventions and engagement with specialist services.	\$7,494,244	\$6,723,851	3	3
	Specialist Counselling Services	Services funded under this initiative deliver intensive prevention and early intervention services for children and young people (unborn to 18 years) who have been identified as at high-risk of child abuse and neglect and their families. These services are provided in instances where a statutory child protection response is not appropriate but where significant support is required for the children, young people and the family. In particular, this service is funded to case manage client families and provide specialist counselling.	\$2,213,613	\$2,194,794	9	7
	Targeted Family Support	Services funded under this initiative deliver services to support children, young people (unborn to 18 years) and their families who find themselves in vulnerable situations to improve: the wellbeing and safety of children young people and families, help preserve families and prevent entry or re-entry in to the statutory child protection system.	\$20,789,508	\$20,515,067	126	97

	Safe Havens	<p>Safe Haven services operate in the communities of Mornington Island, Coen, Cherbourg and Palm Island to provide culturally appropriate, integrated services to respond to the safety needs of children, young people and families who are affected by domestic and family violence, strengthening their capacity to deal with the issues that might impact upon their safety, wellbeing and resilience. Safe Haven services contribute to secondary child protection, providing early intervention responses which aim to reduce the demand on the statutory child protection system.</p>	\$2,097,585	\$1,689,162	3	3
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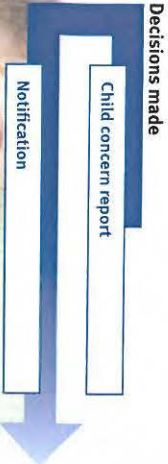
Signature of officer

# Child Protection System

## Intake

**Aim**  
To determine the most appropriate response to concerns received about harm or risk of harm to a child.

**Actions we take**  
Information about child protection concerns is recorded and a decision is made about how the department will respond.



## Investigation and Assessment

**Aim**  
To determine whether a child is in need of protection and ongoing departmental intervention.

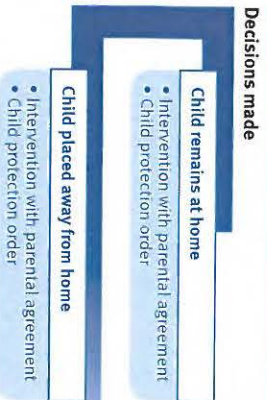
**Actions we take**  
The child and their family are visited and information is gathered from them and other sources. The child's immediate safety, harm, and risk of future harm are assessed.



## Ongoing Intervention

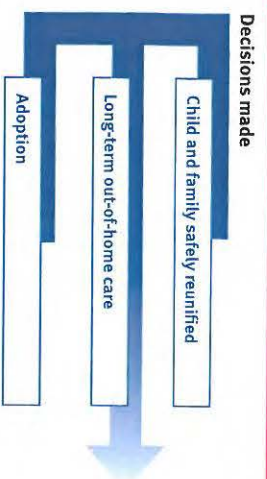
**Aim**  
To reduce the likelihood of a child experiencing future harm.

**Actions we take**  
A case plan is developed with intervention goals and actions. Sometimes it is necessary to remove a child from their home to ensure their safety.



**Aim**  
To ensure that a child experiences continuity of care and transitions successfully to adulthood.

**Actions we take**  
Reunification is the preferred option for permanency. Where a child cannot be safely returned home, a stable long-term arrangement is sought.



## Responses to children in need of protection

- How we intervene (actions)**
- With agreement
  - Assessment orders
- How we place a child away from home (authority)**
- Assessment care agreement
  - Assessment orders
- Matters of Concern – response to concerns about the care of a child placed away from home**
- Intervention with parental agreement
  - Child protection orders
  - Long-term child protection orders
  - Child protection care agreement
  - Child protection orders
  - Long-term child protection orders

## Services for children and families

**Recognised Entities – participate in decision making about Aboriginal and Torres Strait Islander children**

**Early intervention – including referral for active intervention (RAI)**

**Suspected Child Abuse and Neglect (SCAN) system – coordinated response by agencies**

**Case plans – a written plan to meet a child's care and protection needs**

**Wellbeing support services – therapeutic, behavioural, health and education**

**Family intervention, sexual abuse counselling, and counselling & intervention services**

**Placement services – foster carers, kinship carers, residential, therapeutic, supported independent living, and other services**

**Support service case with a support plan**

- Support service to a pregnant woman where there is risk to an unborn child
- Support service to a family to reduce the likelihood of future harm to a child
- Support service to a young person transitioning from care at the age of 18



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Decision	SDM assessment
Does the information meet the threshold for a notification?	<u>Screening criteria</u>
How quickly do we need to commence an investigation and assessment?	<u>Response priority</u>
Is the child safe? If not, what does the child need now in order to be safe?	<u>Safety assessment</u>
What is the likelihood of future abuse and neglect in this family and does Child Safety need to commence ongoing intervention with this family?	<u>Family risk evaluation</u>
What are the child's strengths and needs to be addressed in the case plan?	<u>Child strengths and needs assessment</u>
What are the parents' strengths and needs to be addressed in the case plan?	<u>Parental strengths and needs assessment</u>
Does ongoing intervention need to continue, or can the case be closed?	<u>Family risk re-evaluation</u>
Should the child be returned home? Should we continue working towards reunification? Should we stop working towards reunification and consider alternative permanency options?	<u>Family reunification assessment</u>

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## **Attachment 10 – Historical Context of the Integrated Client Management System**

In November 2004, the Department selected two organisations to implement their new client information system. The first phase of the contract (Carer Directory) was divided into two stages: Carer Directory – Design (Stage 1) and Carer Directory – Build (Stage 2). Stage 1 was completed in April 2005.

During this time, a number of issues were identified with respect to the original proposal. These issues related to a much poorer fit to business requirements than demonstrated during the Request for Offer (RFO) assessment phase and an increase in risk, cost and implementation timeframes. The project team evaluated a number of options recommending an alternative ICMS development strategy.

The ICMS project then entered into a contract with Microsoft as a strategic partner for development and the ICMS technical architecture.

In August 2006, ICMS was successfully implemented in ten (10) lead sites. The lead site implementation provided valuable information that assisted the implementation of the Child Protection module in March 2007. The key aspects of the implementation informing the statewide rollout included an investment in post Go-Live system support, the value in local Child Safety Service Centre (CSSC) site implementation teams and strong communication prior, during and after implementation.

The ICMS project, in conjunction with the (then) Department of Communities and Department of Child Safety submitted a joint bid to government for future funding. The bid for future funding included development, organisational change, training and program support for additional functionality for Child Protection and Youth Justice. The bid was led by the Department of Communities and considered in the whole of government budget bid process in April 2007.

ICMS went live on Tuesday 13 March 2007. This represented a major milestone for the Department. This milestone represented completion of the 109<sup>th</sup> recommendation out of the 110 recommendations made by the CMC enquiry in 2004.

On 26 March 2007, the Department agreed to fund an additional iteration for Release 3.1 of ICMS to include the ability to merge duplicate persons and entity records, the enhanced recording of suicide risk and person health information, prompts for users regarding the generation of subsequent forms in the system workflow when a form is re-opened or re-assigned, and audit enhancements.

In late April 2007, Release 3.1 of ICMS was successfully delivered. Release 3.1 enhanced the level of functionality for the Department. The key functionalities remaining to be completed included the Regulation of Care and replacement of the Carepay system, additional forms for existing events and the extension of existing court forms, Youth Justice Foundation, Youth Justice Case Management, Youth Justice Court Releases and Youth Justice Conferencing.

Four year funding was provided for the ongoing support of ICMS following a decision at mid-year review.

ICMS Child Protection Enhancements (Part 1) went live on 23 April 2008 and delivered improvements for ongoing intervention case management and case review forms as part of Release 4.

In June 2008, government approved funding for Release 5 ICMS for financial years 2008/09 through to 2011/12.

As part of Release 4, Youth Justice Case Management and Child Protection Enhancements (Part 2) were released into ICMS on 29 September 2008. Youth Justice Case Management delivered enhancements to functionality around the recording of young persons movements while in the care of the department. The delivery of these enhancements also involved training in the amended business processes and organisational change support. Youth Justice staff can now capture case management information statewide. Child Protection Enhancements (Part 2) delivered further improvements to ongoing case management, case note management and court forms.

Child Protection operational reporting capability was delivered in three (3) stages from April to August 2009. This allowed operational reporting to be aligned with corporate reporting and strategic data quality initiatives. This also resulted in the elimination of manual collection methods that had previously required substantial additional effort to maintain.

On 31 August 2009, ICMS Release 5 Child Protection Placement Management Enhancements were successfully delivered, which further enhanced Child Safety's ability to manage and monitor placement, care service and carer entity information. This also enabled Child Safety staff an opportunity to better share case information through a consolidated view of a client's case notes. These enhancements further support Child Safety staff in the decision-making process for managing placements.

Integration between ICMS and the Integrated Justice Information System (IJIS) systems was delivered on 10 February 2010 resulting in the delivery of reports listing the bench charge sheets and initial court appearances for persons of interest to the agencies, providing the correct linkages between IJIS client ID number and the ICMS person identify record and an integration platform to be used for all future integrations with ICMS.

Changes to ICMS required in support of the *Juvenile Justice and Other Acts Amendment Act 2009* were delivered on 29 March 2010. This included changes to some of the existing orders and reference lists applicable for youth justice activities, as well as clarification around existing administrative obligations such as tightening sections of the Act which were open to broad interpretation.

On 29 November 2010, ICMS Release 5 Regulation of Care was successfully delivered. Regulation of Care delivered to staff statewide the ability to track the progress of carer applicants from recruitment through to assessment, approval and renewal of approvals. Through this module, the department is able to more effectively manage, maintain and report on enquiries and applications to become an approved foster or kinship carer.

On 6 June 2011, the Suspected Child Abuse and Neglect (SCAN) Team Information System (STIS) was interfaced with ICMS. Information stored in STIS includes referrals and reviews from SCAN team core agencies which have been referred to the SCAN team for discussion. The interface between ICMS and STIS enabled an ICMS client search direct from STIS, and extraction of the client data from ICMS into STIS. This reduces duplication of data entry, improves data quality across the two systems by reducing fragmentation and provides a more complete picture of information regarding a client.

On 26 June 2011, to support the growth and performance of ICMS the infrastructure in the ICMS production environment was enhanced and relocated to the Polaris data centre. This was managed as part of the department's ongoing capital replacement program and assisted in maintaining the performance of the system and reliability of the associated underlying infrastructure.

On 29 August 2011, ICMS Release 5 Child Protection – Legislative Amendments and Youth Justice Court Management functionality was delivered. Child Protection – Legislative Amendments included system changes as a result of amendments to the *Child Protection Act 1999* effected through the *Child Protection and Other Acts Amendments Act 2010*. These changes sought to improve the operation of court orders, enhance the ability of the department to secure children’s safety by providing for two new orders, recognise the role of suitable long-term guardians and support to the Helping Out Families initiative. This release provided changes to a number of existing ICMS forms in support of these amendments and enabled Child Safety staff to administer the two new orders.

On 2 April 2012 Release 5 Youth Justice Case Management, Youth Justice Court Management and Child Protection Case Management improvements were successfully deployed. The Release included a number of enhancements for Youth Justice Court Management as well as Child Protection Indigenous Child Placement Principle, Children’s Research Centre Structured Decision Making and ICMS address validation improvements.

On 24 May 2012 Release 5 Youth Justice Conferencing was deployed. This module supports convenors to administer the conferencing process. The integration of Youth Justice Conferencing with the ICMS Youth Justice Conference Management module and the ICMS Youth Justice Case Management module will enable improved integrated client services and improved analytical and performance reporting capabilities.

On 18 June 2012 a further go-live release for Release 5 Child Protection Enhancements 3 occurred. This Release delivered the remaining Regulation of Care functionality in ICMS to further support the carer recruitment, assessment, approval and renewal process.



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# **Service Agreement (Part A) - Standard Terms of Funding**

The Department of Communities, Child Safety and Disability Services Service Agreement comprises three sections:

- **Service Agreement (Part A) - Standard Terms of Funding**
- **Service Agreement (Part B) - Specific Terms of Funding**
- **Service Agreement (Part C) - Specifications**

# **Service Agreement (Part A) - Standard Terms of Funding**

**For Agreements entered into from 3 April 2012**

**Version 2.0**

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## Background

- A. The Department of Communities, Child Safety and Disability Services administers various funding programs across a range of service areas such as: Child Safety, Disability Services, Community Services, Community Care, Seniors, Women, Homelessness and Youth Affairs.
- B. These terms are the standard terms upon which funding may be granted under any of the programs administered by the Department.
- C. These terms are incorporated into any Service Agreement You enter into with Us.
- D. The relationship between You and Us is one of mutual respect. The parties have a shared goal to ensure the delivery of quality and effective services, to work collaboratively and constructively, in a spirit of goodwill, while acknowledging the requirement for accountable, responsible and effective expenditure of public monies.

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## 1. Agreement

### 1.1 Terms used in the Service Agreement

- (a) In the Service Agreement certain words and phrases have defined meanings. They are indicated by capital letters (eg Funding).
- (b) Where a defined word or phrase is used in one clause only, it is usually defined in that clause. Otherwise, the definitions are in clause 32.

### 1.2 Parts of the Service Agreement

- (a) If there is any ambiguity in or inconsistency between the various parts of the Service Agreement, the following order of precedence applies to resolve the ambiguity or inconsistency:
  - (i) additional conditions contained in Item 11 of the Service Agreement (Part C) - Specifications;
  - (ii) the applicable Service Agreement (Part B)- Specific Terms of Funding;
  - (iii) the Service Agreement (Part A) - Standard Terms of Funding; and
  - (iv) the applicable Service Agreement (Part C) - Specifications.

## WHAT WE MUST DO

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## 2. Our obligations

### 2.1 General

- (a) We must:
  - (i) provide Funding to You as outlined in the Service Agreement; and
  - (ii) process Funding payments in a timely, transparent, effective, efficient and accountable manner.

## 2.2 Our conduct

- (a) We agree to liaise and work collaboratively with You to:
  - (i) improve Our knowledge base of service delivery practice and outcomes;
  - (ii) ensure effective expenditure of public monies; and
  - (iii) monitor, review and evaluate the Services that are the subject of the Service Agreement.
- (b) We agree to provide You with current information, including relevant government policies, procedures and guidelines, applicable to the delivery of Services.
- (c) We are subject to the *Information Privacy Act 2009*.

## WHAT YOU MUST DO

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### 3. Services to be provided by You

#### 3.1 General

- (a) You must:
  - (i) provide the Services under the Service Agreement;
  - (ii) comply with the terms and conditions of the Service Agreement;
  - (iii) comply with any departmental policies notified to You in writing;
  - (iv) ensure that the Services commence by the Service Commencement Date and that the Milestones are met.
  - (v) promptly notify Us of any relevant matters that You reasonably think might affect Your ability to provide the Services or meet Your obligations under the Service Agreement;
  - (vi) comply with any relevant legislation and requirements of any Commonwealth, State, Territory or local authority in relation to the Funding and the Service Agreement; and
  - (vii) obtain and maintain all permits, registrations and licences required to be taken out in connection with Your performance of the Services under the Service Agreement.
- (b) You are responsible for ensuring compliance with Your obligations under the Service Agreement, despite the following:
  - (i) our involvement in assisting You to perform those obligations;
  - (ii) any payment by Us made to You under the Service Agreement;
  - (iii) an arrangement where the Services are provided under Your auspices; or
  - (iv) the subcontracting of any part of the Services.



### **3.2 Your conduct**

- (a) You must conduct the activities which comprise the Services diligently, effectively and in a professional manner, including:
  - (i) providing the Services without coercion and in a manner that promotes the privacy, dignity, self-esteem and independence of Service Users; and
  - (ii) providing Service Users with access to and assistance with the Services on the basis of need, but otherwise on a non-discriminatory basis unless a Service is provided to meet the needs of specific Service Users.
- (b) You will use Your best endeavours to collaborate and coordinate with other community organisations and government agencies within the service system in which Your organisation is operating with a view to providing the most effective Services for the overall benefit of Service Users.

### **3.3 Your dispute resolution and complaints**

- (a) You must have a dispute resolution procedure and use it for disputes relating to the Services and You must make the procedure available to Service Users.
- (b) You must keep and implement a document outlining Your procedure for dealing with complaints about the Services and make it available for viewing by any person on request.
- (c) You must advise the person who makes the complaint that they may complain to Us or a relevant complaints agency if they are not satisfied with the outcome of the complaint.
- (d) You must not, if a person makes a complaint to You about the Services, discontinue or reduce the Services or otherwise take recrimination because a person makes a complaint to You about the delivery of the Services. This does not preclude You from taking action as necessary to ensure safety and prevent harm to Service Users and others that may come to Your notice through the lodgement of the complaint.

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## **4. Your general obligations**

### **4.1 Liaison with the Departmental Officer**

You must:

- (a) communicate with and provide information to Us as We reasonably require; and
- (b) comply with all of Our reasonable requests, directions, and monitoring requirements to Our satisfaction.

### **4.2 Monitoring of the delivery of the Services**

- (a) Both parties agree to meet or make contact (electronic/telephonic/in person) for the purpose of monitoring the delivery of the Services under the terms of the Service Agreement. This may include visits to Your premises and access to records (wherever they are located) as agreed, for the purpose of monitoring the delivery of the Services by You under the Service Agreement.
- (b) The parties may agree at any time, to conduct a Review of the Services that are the subject of the Service Agreement to assist You to meet Your obligations under the Service Agreement. A Review may also be for the purpose of assessing service or program effectiveness or supporting improvements in the delivery of the Services.

- (c) You agree to make available all relevant information and documents required for the purpose of the Review and warrant that the information and documents disclosed to Us are true and correct to the best of Your knowledge.

### **4.3 Your employees**

All personnel that You employ in any capacity are Your responsibility. You will be responsible for payment of all wages and entitlements to Your employees.

### **4.4 Notifications**

#### **4.4.1 Changes**

You must notify Us of any changes to Your details in Item 2 of the Service Agreement (Part C) - Specifications in the way We require.

#### **4.4.2 Other funding received by You**

- (a) Where You receive other funds from either the Commonwealth Government, another State Government department or authority or any other entity providing funds for meeting the costs of the Services; or
- (b) Where You receive other funds from either the Commonwealth Government, another State Government department or authority for meeting the costs of other services or activities that are of a similar nature to the Services,

then You must notify Us of the amount and purpose of the additional funds received, unless We state otherwise.

#### **4.4.3 Notifying alleged misconduct**

- (a) If You are aware of an Allegation, then You must report the Allegation to a relevant authority such as the Queensland Police Service.
- (b) You must notify Us:
  - (i) when You become aware of any allegation of misconduct or dishonesty concerning You; or
  - (ii) when You have reported any allegation of misconduct or dishonesty to a relevant authority.
- (c) In this clause "Allegation" means an allegation which raises a reasonable suspicion of misconduct or dishonesty of a serious nature relating to the operation of the Services including an allegation of an offence liable to imprisonment against You or Your employees, volunteers, agents or subcontractors in connection with the provision of the Services.

#### **4.4.4 Notifying major incidents**

- (a) You must notify Us of any major incident within 1 Business Day, of You becoming aware of it.
- (b) In this clause, "major incident" includes:
  - (i) incidents which affect or are likely to affect the delivery of the Services;
  - (ii) incidents that may relate to the Services or the Service Users that requires an emergency response including fire, natural disaster, bomb threat, hostage situations, death or serious injury of any person or any criminal activity;
  - (iii) incidents that may relate to Service Users subject to interventions by Us, staff and carers; or

- (iv) matters where significant media attention has occurred or is likely to occur.

#### **4.4.5 Notification of amendment**

- (a) You must notify Us of any amendment to Your Constitution within 20 Business Days of the amendment becoming effective.
- (b) We may cease the Funding to You where an amendment to Your Constitution:
  - (i) means that You are no longer eligible for the Funding; or
  - (ii) affects Your capacity to comply with the Service Agreement.

### **4.5 Aboriginal and Torres Strait Islander service delivery**

- (a) You agree to use Your best endeavours to ensure that the Services are culturally accessible to Aboriginal and/or Torres Strait Islander peoples recognising the diversity of needs of people, including specific needs, from urban, regional and remote areas.
- (b) Where the primary Target Group for the Services are Aboriginal and/or Torres Strait Islander people, You must provide evidence, upon request, that the relevant Aboriginal and/or Torres Strait Islander individuals, families, cultural custodians, clan and language groups, community organisations, communities and/or representatives deemed appropriate by the community, to which the Services are being provided to, are engaged in the design, delivery and evaluation of programs and the Services to ensure program design and delivery of the Services are appropriate to local community and cultural needs.

---

## **5. Your reporting obligations**

### **5.1 Required reports**

You must submit to Us performance, financial and annual reports as stated in the Service Agreement.

### **5.2 Your additional reporting requirements**

- (a) In addition to any requirements to provide information or reports in the Service Agreement, We may request, by written notice, that You supply Us with information in any way concerning You, Your delivery of the Services or the carrying out of Your obligations under the Service Agreement.
- (b) You must submit to Us performance and financial reports more or less regularly than as stated in the Service Agreement if required by Us.
- (c) The notice that We give You pursuant to this clause need not be in any specified form but must state:
  - (i) the information We require; and
  - (ii) the reasonable time within which You are required to provide the information.

### **5.3 Standard of reporting**

All reports provided by You under the Service Agreement must be of a standard and provided in a way reasonably acceptable to Us and provided electronically via Our online reporting systems (or in another format if agreed by Us) as specified in the Service Agreement or as otherwise notified to You by Us from time to time.

## ABOUT THE FUNDING

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### 6. Payment of Funding

#### 6.1 Mechanism for payment

- (a) We will make the Funding available to You by instalments in accordance with the Service Agreement (Part C) - Specifications.
- (b) We may withhold any installment to You if You have not complied with any obligation under the Service Agreement, including Your obligation to submit reports as required under clauses 5.1 and 5.2.

#### 6.2 Variation to the amount and timing of Funding instalments

- (a) We may vary:
  - (i) the timing of instalments (and therefore the amount of Funding in each instalment) specified in the Service Agreement (Part C) - Specifications; and
  - (ii) the periods and dates stated in the Service Agreement.
- (b) We will give You 20 Business Days notice of any such variation.

#### 6.3 Applying for an emergency advance of Funding

- (a) In the case of an emergency, You may make a written request for an instalment of the Funding in advance.
- (b) We may request any additional information from You before deciding whether to advance an instalment of the Funding to You under this clause.

#### 6.4 Future Funding

You acknowledge and agree that We are under no obligation to provide any other Funding to You beyond the expiration or termination of the Service Agreement.

---

## 7. Expenditure of Funding

### 7.1 Your use of the Funding

- (a) You must use the Funding only:
  - (i) in accordance with the Funding Details and for the provision of the Services as specified in the Service Agreement;
  - (ii) in accordance with the requirements of the Governing Act under which the Funding is provided; and
  - (iii) within the time period stipulated in the Service Agreement for expenditure of the Funding.
- (b) You must not use the Funding, without Our prior written approval, to:
  - (i) provide security for any purpose;
  - (ii) make a loan or gift for any purpose;

- (iii) pay sitting fees to directors, management committee members, members of Your organisation or any other person;
  - (iv) make payments that are inconsistent with the Services; or
  - (v) relieve cash flow problems in the delivery of Your other services or carry out activities funded from other sources.
- (c) If You use the Funding for a purpose not approved by Us, We may serve You with a notice for repayment of the Funding that has been spent, used or applied without Our approval. This amount will be a debt due and owing to Us.
- (d) If You use the Funding to provide cash cheques or cash advances then You must keep a record of the date, amount, recipient and purpose of any cash cheque that You issue or cash advance that You make.
- (e) You must hold all Funding paid to You by Us, under the Service Agreement, in an account at an Approved Financial Institution.
- (f) Where You receive Funding to employ staff and are bound by a registered industrial instrument requiring the payment of termination or redundancy payments in appropriate circumstances, the Funding may only be used for termination or redundancy payments if:
- (i) the cessation of Funding is due to circumstances stated in clause 15.2; or
  - (ii) You have obtained Our prior written approval.
- (g) The Funding provided to You by Us may be used to obtain and maintain permits, registrations and licenses required to be taken out in connection with Your performance of the Services under the Service Agreement.

## 7.2 Earnings

You must use and deal with any money earned by You from:

- (a) the operation of the Services (for example fees, rent, board, service charges); and
- (b) interest on the Funding,

as if the money earned was part of the Funding.

## 7.3 Unspent amounts

Where You submit a financial report in accordance with clause 5.1 which shows that a substantial portion of the Funding for the previous period is unspent by You, then We may:

- (a) authorise You to retain the unspent Funding and, if We so authorise, to expend some or all of that Funding for an approved purpose;
- (b) adjust a payment or instalment of the Funding to take account of the unspent Funding;
- (c) agree to a carryover of unspent Funding from one reporting period to the next where the Funding is to be used for the same purpose and when agreed by Us in writing; or
- (d) require You to refund the unspent Funding.

## **7.4 Remaining Funds held by You**

If, at the expiration or termination of the Service Agreement, there remains an amount of Funding that has not been spent by You, then We may:

- (a) require You to refund the unspent Funding within 20 Business Days of the expiration or termination of the Service Agreement; or
- (b) authorise You to retain the unspent Funding and, if We so authorise, to expend some or all of that Funding for an approved purpose on terms and conditions agreed in writing by Us.

---

## **8. Financial accountability**

### **8.1 Your statements**

- (a) Unless We notify otherwise, You must provide Us with the following documents:
  - (i) where applicable, a list of assets prepared in accordance with clause 12.3;
  - (ii) a copy of the financial statements which You are required to lodge under Your incorporating legislation;
  - (iii) Financial Acquittal Reports in the format and timing specified in Your Service Agreement (Part C) – Specifications; and
  - (iv) any additional statements as specified in Your Service Agreement (Part B) - Specific Terms of Funding and/or Your Service Agreement (Part C) - Specifications.
- (b) You acknowledge that it is Our policy that if You have not submitted the financial statements required in this clause for previously granted funding, You may be excluded from consideration for subsequent funding.

---

## **9. Varying the Services or Funding**

### **9.1 Variation to the Services or Funding**

The parties acknowledge that:

- (a) the Service Agreement may be varied by an authorised representative of both parties agreeing to the variation in writing;
- (b) a variation which reduces the scope of the Services may result in a reduction of the amount of Funding provided to You under the Service Agreement; or
- (c) a variation which increases the scope of the Services may result in an increase to the amount of Funding provided to You under the Service Agreement.

### **9.2 Increase in Funding**

- (a) We may, in Our absolute discretion, increase Funding to You from time to time without a variation to the Service Agreement.
- (b) We may make an Indexation increase of the Funding to You from time to time, without a variation to the Service Agreement.

- (c) For the purposes of this clause "Indexation" means a percentage increase of Funding as determined by Us.

---

## 10. GST

### 10.1 Amounts specified exclusive of GST

- (a) The amounts of Funding specified in the Service Agreement (Part C) – Specifications are exclusive of GST.
- (b) We must pay You the GST Amount at the same time as paying You the Funding.
- (c) You hereby certify that the information provided pursuant to the Service Agreement presents fairly the financial position and the associated financial returns of the Services.

### 10.2 Adjustment

If, for any reason, including:

- (a) any amendment to the GST Legislation;
- (b) the issue of a ruling or advice by the Commissioner of Taxation;
- (c) a refund in respect of a supply made under the Service Agreement; or
- (d) a decision of any tribunal or court.

the amount of GST paid by Us differs from the amount of GST paid or payable by You to the Commissioner of Taxation, then We must issue an appropriate adjustment note and any difference must be paid to or by Us as the case may be.

### 10.3 Exchange of information

The parties agree to exchange such information as is necessary to enable each party to accurately assess its rights and obligations under this clause.

### 10.4 Recipient Created Tax Invoice

If you are registered for GST, You agree to allow Us to issue You with a Recipient Created Tax Invoice (RCTI) in respect of GST applicable to advances of the Funding. The following requirements will apply for the duration of the Service Agreement:

- (a) We may issue You with a RCTI in respect of the Taxable Supply;
- (b) You must not issue tax invoices in respect of the Taxable Supplies for which We issue RCTIs;
- (c) You acknowledge that You are registered for GST and agree to notify Us if You cease to be registered or if You cease to satisfy any of the requirements relating to RCTI's; and
- (d) We acknowledge that We are registered for GST and agree to notify You if We cease to be registered or if We cease to satisfy any of the requirements relating to RCTI's.

By fulfilling all these conditions We will issue a RCTI upon each payment made to You for the Services outlined in the Service Agreement for the duration of the term of the Service Agreement.

---

## 11. Your acknowledgment of the Funding

- (a) You must ensure that the Funding received from Us is acknowledged in Your annual report (if You produce an annual report) and promotional materials where the Services and any related projects are being promoted that have been funded wholly or in part by Us during the Term of the Service Agreement.
- (b) You must also comply with any additional requirements regarding acknowledgment of the Funding stated in the Service Agreement (Part B) - Specific Terms of Funding or the Service Agreement (Part C) - Specifications.
- (c) Any acknowledgment in promotional material about the Services must use an acknowledgment logo which must be obtained from Us.
- (d) You must invite the Minister to attend and speak at significant public events, including but not limited to launches, openings, conferences and other ceremonies related to the Services.

## ASSETS

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### 12. Assets

#### 12.1 Ownership of assets

- (a) You must be the legal and beneficial owner of any asset purchased with the Funding.

#### 12.2 Your obligations regarding assets

You must:

- (a) only use the asset for purposes connected with the Services outlined in the Service Agreement;
- (b) keep the receipts evidencing the expenditure of the Funding to purchase the asset;
- (c) not encumber, use as a security, or deal with or use the asset other than in accordance with the Service Agreement without Our prior written approval;
- (d) hold the asset securely and put in place reasonable safeguards against theft, loss, damage or unauthorised use;
- (e) maintain the asset in good working order;
- (f) if required by Us, maintain current insurance against risk, loss or damage over the asset for the full insurable value of the asset;
- (g) if required, maintain registration and licensing of the asset;
- (h) comply with any reasonable request from Us concerning the asset including registering Our interest in the asset if required by Us;
- (i) be fully responsible for, and bear all risks relating to, the purchase, use or disposal of the asset; and
- (j) maintain an asset register in the format as specified in clause 12.3.



### 12.3 Register of assets

- (a) Where We have given written approval for You to purchase an asset either wholly or partially with the Funding, and that asset is worth more than \$5,000 and has a useful life greater than one year, You must record in a register the following information for each asset:
  - (i) asset description, including model and engine number (if a vehicle);
  - (ii) date of purchase and the name of the supplier;
  - (iii) purchase/acquisition price;
  - (iv) depreciation rate (prime cost or diminishing value) as provided under relevant sections of the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997*;
  - (v) the effective/useful life of the asset; and
  - (vi) written down/book value.
- (b) Assets to be included in the register exclude buildings (either significant extensions or whole buildings) or land.

### 12.4 Sale or disposal

Unless notified by Us otherwise in the Service Agreement, if You no longer require an asset, for whatever reason (including redundancy of the asset, dilapidation or the need for upgrading) You will:

- (a) use Your best endeavours to achieve fair market value upon sale of the asset;
- (b) apply sale proceeds only for the Services.

## SUSPENSION, REDUCTION AND TERMINATION OF FUNDING

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### 13. Suspension

#### 13.1 Suspension of Funding

- (a) If, in Our reasonable opinion, You:
  - (i) have failed to provide the Services or otherwise comply with the Service Agreement;
  - (ii) have expended the Funding otherwise than in accordance with clause 7;
  - (iii) have changed any part of the Services and did not obtain Our prior approval for the change;
  - (iv) have not provided any information or reports as required by the Service Agreement or requested by Us; or
  - (v) have failed to comply with any relevant legislation, including the Governing Act,then We may suspend payment of the Funding, or part thereof, to You under the Service Agreement for a period of time and on specified conditions as notified by Us.
- (b) If required under the Governing Act, We will only suspend payment of the Funding after following the show cause process under clause 14.

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## 14. Show cause process

### 14.1 Show cause process

If We suspect on reasonable grounds that You are not complying with or have not complied with a term of the Service Agreement or the relevant provisions of any relevant legislation, including the Governing Act, or if any of the grounds in 13.1(a) apply, We may, in Our absolute discretion and in addition to any other remedy which may be available to Us, send to You a show cause notice.

- (a) Under the show cause process, We must give You a notice (a "Show Cause Notice") stating the following:
  - (i) the action (the "Proposed Action") We propose taking under clauses 13.1 or 15.1;
  - (ii) the grounds for the Proposed Action;
  - (iii) an outline of the facts and circumstances forming the basis for the grounds; and
  - (iv) an invitation to You to show within a stated period (the "Show Cause Period") why the Proposed Action should not be taken.
- (b) The Show Cause Period must be a period ending at least 7 days, or the period stated in the Governing Act, after the Show Cause Notice is given to You.
- (c) During the show cause period You may make written representations to Us, stating why the Proposed Action should not be taken.
- (d) We must consider all written representations (the "Accepted Representations") made under this clause 14.
- (e) If, after considering the Accepted Representations for the Show Cause Notice, We no longer believe the grounds exist to take the Proposed Action, We:
  - (i) will not take further action about the Show Cause Notice; and
  - (ii) will, as soon as practicable, give notice to You that no further action is to be taken about the Show Cause Notice.
- (f) We may suspend payment of Funding under clause 13.1 or terminate the Service Agreement under clause 15.1 and notify You in writing of Our decision if:
  - (i) after considering the Accepted Representation for the Show Cause Notice, We still believe the grounds exist to take action to suspend or stop assistance, and We believe the action is warranted; or
  - (ii) there are no Accepted Representations made by You in relation to the Show Cause Notice.

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## 15. Termination

### 15.1 Breach of the Service Agreement

We may terminate the Service Agreement, by notice to You, after following the show cause process in clause 14, if:

- (a) We are satisfied that any of the provisions of the Service Agreement are not being or have not been complied with by You;
- (b) an amendment to Your Constitution or operations means that You are no longer eligible for the Funding or You are no longer able to comply with the Service Agreement;

- (c) You are in breach of any relevant legislation, including the Governing Act;
- (d) You become insolvent;
- (e) You become subject to any form of external administration;
- (f) You enter into an arrangement with Your creditors or otherwise take advantage of any laws in force in connection with insolvent debtors; or
- (g) You are wound up, voluntarily or involuntarily.

## 15.2 Right to terminate

- (a) Where We:
  - (i) are required to cease the Funding to You because of changes to the State budget or any guidelines or policies of the State or Commonwealth Government; or
  - (ii) determine that the needs of the Service Users and the Target Group no longer justifies the Funding or that other persons are in greater need than the Service Users and the Target Group

even though You are not in default, We may exercise Our right, subject to the provisions of the Governing Act, to terminate the Service Agreement at any time by giving You a minimum of three months notice.
- (b) You may terminate the Service Agreement upon a minimum of three months notice to Us.
- (c) A notice to terminate under clause 15.2(a) or (b) must contain reasons for the decision to terminate.
- (d) Where We terminate the Service Agreement under clause 15.2(a) We will consider, in Our absolute discretion, the payment of reasonable exit costs, including but not limited to the payment of transitional arrangement costs for Service Users.
- (e) Where funding under another agreement with You has been terminated by Us, We may terminate the Service Agreement, without following the show cause process in clause 14, unless required under the Governing Act.

## 15.3 Consequences of termination

- (a) If the Service Agreement is terminated under clauses 15.1 or 15.2 , You must:
  - (i) comply with the requirements specified in any notice, and any directions regarding the disposal of assets Funded under the Service Agreement;
  - (ii) do everything possible to mitigate all losses, costs, and expenses that You may incur as a result of the termination;
  - (iii) comply with the Exit Strategy for the relevant Service Agreement;
  - (iv) repay to Us any part of the Funding that We require to be repaid as a result of the termination, which will be a debt due and owing to Us.
- (b) If We notify You under this clause 15 that We are terminating the Service Agreement, the Funding provided under the Service Agreement will terminate immediately and any unexpended part of the Funding must be returned to Us in accordance with the provisions of the relevant Service Agreement.
- (c) We are not liable to pay You compensation for any loss of profit or benefits that You would have received had the termination not occurred.
- (d) This clause does not limit any other rights or remedies that may be available to Us.

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## 16. Reducing Funding

### 16.1 Reducing Funding

- (a) Where We:
  - (i) are required to cease the Funding to You because of changes to the State budget or any guidelines or policies of the State or Commonwealth government; or
  - (ii) determine that the needs of the Service Users and the Target Group no longer justifies the Funding or that other persons are in greater need than the Service Users and the Target Group,even though You are not in default, We may reduce the Funding at any time, subject to the Governing Act, by giving You reasonable written notice.
- (b) Where the Funding is reduced under this clause 16.1, then We must review the scope of the Services with You.
- (c) If We reduce the Funding under this clause 16.1, We are only liable to You for:
  - (i) instalments of the Funding that were due to You up to the date of reduction; and
  - (ii) reasonable costs You incur as a direct result of the reduction, subject to Our reasonable approval.
- (d) If We reduce the Funding under this clause 16.1, then You must:
  - (i) immediately stop carrying out Your obligations in relation to any Services, that may have been removed by the reduction;
  - (ii) immediately do everything You can to mitigate and lessen all losses, costs and expenses that You may suffer in relation to the reduction;
  - (iii) repay to Us any part of the Funding that We require to be repaid as a result of the reduction, which will be a debt due and owing to Us;
  - (iv) provide written evidence to satisfy Us of the amounts claimed as reasonable costs; and
  - (v) comply with any reasonable request made by Us in relation to the reduction of the Funding.
- (e) We are not liable to pay You compensation for any loss of profit or benefits that You would have received had the reduction not occurred.
- (f) This clause does not limit any other rights or remedies that may be available to Us.

## PERFORMANCE REVIEW AND AUDIT ACCESS

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### 17. Performance Review and audit access

#### 17.1 Access to Your premises and records

- (a) To ensure You are meeting Your obligations under the Service Agreement, We may notify You that a Departmental Officer requires access to:
  - (i) the premises where the Services are provided and/or the premises from which You conduct Your business; and

- (ii) copies of records held or created by You relating to the provision of the Services by You.
- (b) The notice referred to in clause 17.1(a) need not be in any particular form. In giving You notification under this clause, We will explain to You why access is required. You must comply with any notice given to You under this clause.
- (c) When accessing premises and/or records in accordance with a notification under clause 17.1(a), We will use Our best endeavours to minimise interference to Your employees and the conduct of the Services.

## **17.2 Performance Review**

- (a) To ensure You are meeting Your obligations under the Service Agreement We may conduct a Performance Review of any aspect of the Services that are the subject of the Service Agreement and where appropriate will seek to involve You in any Performance Review that We intend to conduct.
- (b) When conducting a Performance Review under clause 17.2(a), We will:
  - (i) notify You in writing
  - (ii) use Our best endeavours to minimise interference to Your employees and the conduct of the Services.
- (c) You agree to co-operate with Us in the conduct of any review that We undertake in accordance with this clause including, without limitation, giving Our officers or contractors conducting the review full and free access to:
  - (i) Your employees;
  - (ii) Your premises or the premises (within Your control) where the Services are provided; and
  - (iii) Your records, documents and papers that relate directly or indirectly to the conduct of the Services.

## **17.3 Nomination of auditors**

We may nominate auditors to conduct financial and compliance audits of Your organisation.

## **17.4 Access to Your employees, premises and records**

You will give Our nominated auditors, full and free access to:

- (a) Your employees;
- (b) the premises where the Services are provided and/or the premises from which You conduct Your business; and
- (c) Your accounts, records, documents and papers that relate directly or indirectly to the receipt, expenditure, or payment of the Funding or the conduct of the Services.

## **17.5 Prior notice**

In carrying out Our powers under this clause 17, We will, where possible, give reasonable notice.

## **17.6 Assistance**

You must give to Our nominated auditors reasonable assistance required to:

- (a) meet with Your employees;
- (b) inspect the performance of the Services; and
- (c) locate and make copies of any of Your accounts, records, documents and papers that relate directly or indirectly to the receipt, expenditure, or payment of the Funding or the conduct of the Services.

### **17.7 Minimum interference**

When conducting audits under this clause 17, Our nominated auditors will use their best endeavours to minimise interference to Your employees and the conduct of the Services.

### **17.8 Other information to be provided**

On receipt of reasonable written notice either from Us or from Our nominated auditors, You must provide any information relevant to Your obligations in the Service Agreement required by Us for Our review and audit purposes.

### **17.9 Subcontracts**

You must ensure that where the Services are provided under a subcontract, any subcontract contains equivalent clauses permitting Us and Our nominated auditors to have access to the employees, premises and accounts, records, documents and papers of the subcontractor to the extent provided for in this clause 17.

### **17.10 Services provided under Your auspices**

You must ensure, that where the Services are provided under Your auspices, that the entity providing the Services under Your auspices will permit Us and Our nominated auditors to have access to its employees, premises and accounts, records, documents, papers to the extent provided for in this clause 17.

### **17.11 Application of this clause**

Our rights under this clause 17 are in addition to other similar rights under the Service Agreement.

## **MATERIAL AND INFORMATION**

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### **18. Intellectual Property Rights**

#### **18.1 Ownership of Intellectual Property Rights**

- (a) Intellectual Property Rights in Your Material vest in You.
- (b) Intellectual Property Rights in Our Material vest in Us.

#### **18.2 Licence of Intellectual Property Rights to the State**

- (a) You grant to the State of Queensland a perpetual, irrevocable, royalty-free, world wide and non-exclusive licence (including a right to sub-licence) to use, communicate, reproduce, publish, adapt and modify Your Material and any Existing Material.
- (b) We licence You to use Our Material (including copying it and supplying it to others) but only for the purposes of performing the Services under the Service Agreement.

### **18.3 Documentation**

If requested by Us, You will sign, execute, or otherwise complete any document that may be necessary or desirable to give effect to this clause 18.

### **18.4 Use of Intellectual Property Rights**

- (a) You warrant that You are entitled, or will be entitled at the required time, to deal with the Intellectual Property Rights in Your Material and any Existing Material in the manner provided for in this clause 18.
- (b) We warrant that We are entitled, or will be entitled at the required time, to deal with the Intellectual Property Rights in Our Material in the manner provided for in this clause 18.

### **18.5 Protection of Intellectual Property and Moral Rights**

- (a) You agree to take all reasonable steps to protect the Intellectual Property Rights in Your Material and to comply with the warranties in clause 18.4(a).
- (b) You will ensure that in providing the Services and complying with the Service Agreement, You (including Your employees, agents, volunteers and subcontractors) do not:
  - (i) infringe any person's Intellectual Property Rights or an individual's Moral Rights; or
  - (ii) authorise the infringement of any such rights.

### **18.6 Aboriginal and Torres Strait Islander cultural sensitivity**

In addition to clause 18.5, You agree that in delivering the Services You will:

- (a) respect the cultural and spiritual significance of Aboriginal and/or Torres Strait Islander people;
- (b) refrain from incorporating any elements derived from Aboriginal and/or Torres Strait Islander cultural heritage into any material created under the Service Agreement without the informed and written consent of the cultural custodians, clan or language groups and community representatives deemed acceptable by each community; and
- (c) inform Us in writing about any elements derived from Indigenous cultural heritage which You incorporate into any material which You create and deliver to Us under the Service Agreement, and of any consent which You have obtained relating to the use of such elements.

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## **19. Disclosure of Confidential Information**

### **19.1 Approval to disclose**

- (a) You must not disclose Confidential Information belonging to Us except where You have obtained Our prior written approval (which may be subject to conditions) or where required by law.
- (b) We reserve the right, in Our absolute discretion and without any liability to account to You or any third person, to make available, disclose, and allow the disclosure of, to the extent that it is not prohibited or regulated by any legislation, any information received from You or otherwise relating to the Service Agreement to:
  - (i) any Commonwealth department, Queensland Government department, agency, authority, or Minister; and

- (ii) any third person, including any court, tribunal, governmental committee or other person within government, where such disclosure would be permitted or required by law, or otherwise would be consistent with established government policies, procedures or protocols or for public accountability purposes to the extent required in those circumstances.
- (c) We may give information about You to:
  - (i) an entity that provides other funding or other assistance to You; or
  - (ii) another entity if We consider the entity has an interest in the proper and efficient delivery of Services by You.

## 19.2 Your undertaking

- (a) You must make every reasonable effort to ensure that Your employees, volunteers, agents and subcontractors are aware of and comply with the obligations of confidentiality in this clause 19.
- (b) We may, at any time, require You to give, and for You to arrange for Your subcontractors, employees, and volunteers engaged in the performance of the Services to give, written undertakings in a form reasonably required by Us relating to the non-disclosure of Confidential Information under this clause 19.
- (c) You must notify Us immediately if You know or suspect that Confidential Information has been disclosed without Our authorisation.

## 19.3 Department's undertaking

We will make every reasonable effort to ensure that Our employees, volunteers, agents and subcontractors are aware of and comply with the obligations of confidentiality in this clause 19.

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## 20. Protection of Personal Information

### 20.1 Your privacy obligations

If You collect or have access to Personal Information for the purposes of the Service Agreement, You must:

- (a) comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* in relation to the discharge of Your obligations under the Service Agreement as if You were Us;
- (b) not use Personal Information other than for the purposes of the Service Agreement, unless required or authorised by law;
- (c) not disclose Personal Information without Our prior written consent, unless required or authorised by law;
- (d) not transfer Personal Information outside of Australia without Our prior written consent;
- (e) ensure that access to Personal Information is restricted to those of Your employees, volunteer workers and officers who require access in order to perform their duties;
- (f) ensure that Your employees, volunteer workers and officers do not access, use or disclose Personal Information other than in the performance of their duties;
- (g) ensure that Your contractors and Your auspices who have access to Personal Information comply with the obligations the same as those imposed on You under this clause;
- (h) fully co-operate with Us to enable Us to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and



- (i) comply with such other privacy and security measures as We reasonably advise You in writing from time to time.

## **20.2 Privacy deed**

On Our request, You must obtain from Your employees, volunteer workers, officers and contractors engaged for the purposes of the Service Agreement, an executed deed of privacy in a form acceptable to Us.

## **20.3 Your Privacy Notice**

- (a) If You collect, record or otherwise deal with Personal Information, You must make available a copy of Your Privacy Notice to the person giving You the Personal Information.
- (b) Your Privacy Notice must be of a standard reasonably acceptable to Us and must state that information You collect may be provided to Us to ensure that You are providing quality Services.

## **20.4 You will notify Us**

- (a) You must make every reasonable effort to notify Us immediately upon becoming aware of any breach of this clause 20.
- (b) You must notify Us immediately in the event that You become aware that disclosure of Personal Information, in relation to a child/ren subject to the *Child Protection Act 1999* or the *Juvenile Justice Act 1992*, is made or may be required by law.

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# **21. Recordkeeping**

## **21.1 Your records and files**

- (a) You must store all records and files regarding the provision of the Services in secure storage for at least seven years from the expiry or termination of the Service Agreement.
- (b) You must comply with any additional recordkeeping obligations set out in the Service Agreement.

## **21.2 Our Material**

- (a) You must ensure that any of Our Material is only used, copied, supplied or reproduced for the purposes of providing the Services.
- (b) On the expiration or termination of the Service Agreement, You must return to Us all of Our Material that We require You to return.

# **DEALING WITH RISK**

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## **22. Insurance and Indemnity**

### **22.1 You must obtain insurance**

- (a) Unless stated otherwise in the Service Agreement, You must effect and maintain the following insurances for the term of the Service Agreement:

- (i) public liability insurance policy for a sum of not less than \$10 million for any one event in respect of accidental death or of accidental bodily injury to persons, or accidental damage to property, arising out of or in the course of performing the Services under the Service Agreement; and
  - (ii) any other insurance required by Us.
- (b) The public liability insurance policy must be effected with an insurer authorised by the Commonwealth Superannuation and Insurance Commission to operate in Australia
  - (c) Upon Our request, You must provide Us with a copy of any insurance policy obtained in accordance with this clause 22.1 and a certificate of currency.

## **22.2 Indemnity**

You release, discharge, indemnify and keep indemnified Us, Our officers, employees and agents from and against any Claim that may be made or brought by any person against Us in connection with:

- (a) You failing to observe or perform any of Your obligations under the Service Agreement;
- (b) any negligent or unlawful act or omission of You, Your officers, employees, volunteer workers or subcontractors; and
- (c) contravention of any legislative requirement by You, Your officers, employees, volunteer workers or subcontractors,

but Your liability to provide indemnity under this clause will be reduced proportionally to the extent that an act or omission of Ours contributed to the Claim.

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## **23. Conflict of Interest**

### **23.1 Warranty**

You warrant that, to the best of Your knowledge and belief, after making diligent inquiries at the date of signing the Service Agreement, no Conflict of Interest exists in the performance of Your obligations under the Service Agreement.

### **23.2 Resolution of Conflict of Interest**

If, during the Term, a Conflict of Interest arises, or appears likely to arise, You undertake to notify Us immediately in writing and to take such steps to resolve or otherwise deal with the conflict to Our satisfaction.

### **23.3 Policy**

You must keep and implement a policy about Conflicts of Interest of Your executive officers, employees and volunteers. The policy must include guiding principles and procedures for identifying, declaring and dealing with Conflicts of Interest.

### **23.4 Record**

You must keep a record of each instance of a Conflict of Interest arising in the provision of the Services and how the matter was dealt with.

## 23.5 Definition

In this clause 23 “**Conflict of Interest**” means having an interest (whether personal, financial or otherwise) which conflicts or which may reasonably be perceived as conflicting with Your ability to perform Your obligations under the Service Agreement fairly and objectively

## OTHER LEGAL MATTERS

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### 24. Subcontracting Services under the Service Agreement

#### 24.1 Consent for subcontracting

- (a) You must not, without Our prior written consent, subcontract the whole, or any part, of Your obligations under the Service Agreement. We will not unreasonably withhold consent.
- (b) We may impose any terms and conditions We think fit when giving approval under this clause 24.1.

#### 24.2 Your obligations

- (a) You are responsible for ensuring the suitability of a Subcontractor and for ensuring that any part of the Services performed by the subcontractor meets the requirements of the Service Agreement.
- (b) Our consent to any subcontract will not relieve You from any liability or obligation under the Service Agreement.
- (c) You remain liable under the Service Agreement for the acts or omissions of any past Subcontractors as if they were current Subcontractors.
- (d) You must ensure that:
  - (i) any subcontract entered into is consistent with the Service Agreement; and
  - (ii) all subcontractors comply with their sub-contracts and the terms of the Service Agreement as if they were a party to it.

#### 24.3 The Department’s rights

We may revoke the approval of a Subcontractor on any reasonable ground at any time.

#### 24.4 Procedure

Upon receipt of a written notice from Us revoking Our approval of a Subcontractor, You will:

- (a) immediately replace the Subcontractor; or
- (b) as soon as practicable, cease using that Subcontractor to perform the Services,

and You agree to release, indemnify and keep indemnified Us for any loss or damage suffered by You, or for any Claim made by You or any other person against Us, whether in respect of Your contract with a Subcontractor or otherwise, arising out of Your compliance with this clause.

#### 24.5 Definition

In this clause 24 a reference to “Subcontractor” includes a reference to an agent, authorised representative or auspice.

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## 25. Governing law

The Service Agreement will be governed by and construed in accordance with the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

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## 26. Compliance

### 26.1 Right to information

The parties acknowledge that all documents held by Us are subject to the *Right to Information Act 2009*.

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## 27. Waiver

- (a) A waiver by a party of any breach of a provision of the Service Agreement, including a failure to enforce an obligation, is not, and will not be deemed to be, a waiver of any other or subsequent breach.
- (b) Any waiver by Us to You must be in writing and signed by the Chief Executive or an authorised delegate.

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## 28. Dispute resolution

### 28.1 Dispute resolution under the Service Agreement

- (a) Where You dispute an administrative decision made by Us under the Service Agreement both parties agree to address the dispute using this dispute resolution process.
- (b) Where You dispute a decision made by Us under a provision in the Service Agreement, You may elect to seek a review of the decision using the review process in clause 28.2.
- (c) Both parties agree to initiate discussions with the other party to resolve concerns prior to seeking a review of the decision.
- (d) Whether or not a dispute exists, each party must continue to perform its obligations under the Service Agreement.

### 28.2 Review of decision

- (a) This review process is not intended as a mechanism for suspending or ceasing the Funding to You.
- (b) Within 20 Business Days after You have been given notice in writing of Our decision in relation to the matter under dispute You can seek a review of the decision by writing to the relevant Departmental Officer.
- (c) Your request for a review of the decision must include:
  - (i) details about the decision to be reviewed;
  - (ii) a written statement outlining Your reasons why a decision should be reviewed;
  - (iii) any evidence to substantiate the request for a review; and
  - (iv) the signature of an accountable officer of Yours.

- (d) Following receipt of a request for a review of a decision from You, We may appoint a reviewing officer. The reviewing officer will be a Department staff member, who is independent from the situation that gave rise to the dispute.
- (e) You will be provided written notification of the outcome of the review within 20 Business Days of Your written request for a review.
- (f) If You do not accept the outcome of the review, You may give written notification to the relevant Departmental Officer:
  - (i) within 10 Business Days of receipt of the review outcomes;
  - (ii) providing a statement for further consideration including Your reasons why further consideration is required and any evidence to substantiate the request for further consideration;
  - (iii) under the signature of an accountable officer of Yours.
- (g) The matter will be referred to the relevant appointed officer for final decision. The appointed officer will be a Departmental staff member who is independent from the situation that gave rise to the dispute and who is senior to the reviewing officer.
- (h) You will be provided written notification of the outcome of the relevant appointed officer's final decision.

### **28.3 Exceptions to review**

- (a) A party does not need to follow the review procedures set out in clauses 28.1 or 28.2 if they are seeking urgent interlocutory relief from a court.
- (b) You cannot seek a review under clauses 28.1 or 28.2 in relation to action We take under clauses 13, 14, 15 or 16, or if the disputed decision has been made under the Governing Act.
- (c) Use of the review process in clause 28.2 does not preclude other action being taken under a Governing Act or action taken in regard to a suspected breach of the Service Agreement.

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## **29. Notices, requests and other communications**

### **29.1 Address for notices**

Any notice, request, or other communication to be given or served under the Service Agreement must be in writing and dealt with as follows:

- (a) if given by You to Us, addressed and forwarded to Us to the attention of the Departmental Officer at the address indicated in the Service Agreement, or as otherwise notified in writing by Us; or
- (b) if given by Us to You, forwarded to Your Contact Officer at the address indicated in the Service Agreement (Part C) – Specifications, or otherwise forwarded to You at Your current address.

### **29.2 Method of delivery**

- (a) Any such notice, request, or other communication will be delivered by hand, sent by post, facsimile or electronic mail to the address of the party to which it is sent.
- (b) The parties consent to providing information required under the Service Agreement by way of electronic communication.

### **29.3 Receipt of notice**

- (a) Any notice, request, or other communication will be deemed to be received:
  - (i) if delivered by hand, on the date of delivery;
  - (ii) if sent by post within Australia, upon the expiry of two Business Days after the date on which it was sent;
  - (iii) if transmitted by facsimile, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient; and
  - (iv) if transmitted by electronic mail, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.
- (b) A notice to be given or served pursuant to clauses 13, 14, 15, or 16 must not be sent via electronic mail.

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## **30. General Provisions**

### **30.1 Act not limited**

If You are receiving the Funding under one or more of the *Community Services Act 2007*, the *Family Services Act 1987*, the *Disability Services Act 2006* and the *Housing Act 2003*, nothing in the Service Agreement limits:

- (a) the information or material You may be required to provide under the Governing Act;
- (b) Our, the Chief Executive's or any other person's rights under the Governing Act; or
- (c) Your or any other person's obligations under the Governing Act.

### **30.2 Entire agreement**

The terms of the agreement between You and Us are those set out in the Service Agreement, and no written or oral agreement, arrangement or understanding made or entered into prior to the Service Commencement Date specified in the Service Agreement will in any way be read or incorporated into the Service Agreement.

### **30.3 No assignment**

You may not assign the Service Agreement or any of the benefits or obligations under the Service Agreement to another party without Our prior written consent.

### **30.4 Relationship**

No agency or legal partnership exists between You and Us and You must not represent Yourself or allow Yourself to be represented as a partner, employee or agent of Us.

### **30.5 Time**

Any act, matter or thing required under the Service Agreement to be done on a day which is not a Business Day must be done on the next succeeding Business Day.

### **30.6 Survival**

The following clauses of this Service Agreement (Part A) – Standard Terms of Funding will survive termination or expiration of the Service Agreement:

- (a) clause 5 – Your reporting obligations;
- (b) clause 7 – Expenditure of Funding;
- (c) clause 18 – Intellectual Property Rights;
- (d) clause 19 – Disclosure of Confidential Information;
- (e) clause 20 – Protection of Personal Information;
- (f) clause 21 – Recordkeeping;
- (g) clause 22 – Insurance and Indemnity; and
- (h) clause 24 – Subcontracting Services under the Service Agreement.

### **30.7 Further Assurances**

The parties agree to do any act and sign any document required to give effect to any provision in the Service Agreement.

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## **31. Intervening Event**

- (a) You must notify Us if You are unable to carry out wholly or in part, any of Your obligations under the Service Agreement due to natural disasters, strikes, lockouts, or other industrial disturbances, acts of terror, unavoidable accident, fire, flood, or explosion (an "Intervening Event").
- (b) Your notice to Us must provide the extent to which You expect to be unable to perform or will be delayed in performing the Services.
- (c) You must take all reasonable steps to reduce the effect of the Intervening Event. We acknowledge that the Services may be suspended to the extent that they are affected by the Intervening Event.
- (d) Once the Intervening Event has ended, You must as soon as possible recommence the Services and where possible, carry out all acts which You would have been liable to carry out had the Intervening Event not occurred.

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## 32. Definitions and Interpretation

### 32.1 Definitions

In the Service Agreement including all parts, unless the contrary intention appears, a word with a defined meaning has the meaning given to that term as follows:

**"Approved Financial Institution"** means a financial institution registered in Australia and operating as a bank, credit union or building society;

**"Business Day"** means any day other than a Saturday, Sunday or public holiday in Queensland;

**"Claim"** includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages and expenses, including those arising out of the terms of any settlement;

**"Confidential Information"** means information that is by its nature confidential, and:

(a) when We receive it is marked as confidential in nature;

but does not include information which:

(b) is or becomes public knowledge other than by:

(i) breach of the Service Agreement; or

(ii) any other unlawful means;

(c) is in the possession of either of Us without restriction in relation to disclosure before the date of receipt from the other;

(d) has been independently developed or acquired by either of the parties;

(e) is disclosed by compulsion of law, including during testimony before any judicial or quasi-judicial court or tribunal, under court subpoena, parliamentary order or as part of discovery during legal proceedings; or

(f) is required by Queensland Government policy to be disclosed to any government agency, authority, department or to any parliamentary committee;

**"Chief Executive"** means the Director-General or other person from time to time holding the office of chief executive or having delegated responsibilities under relevant legislation;

**"Constitution"** means:

(a) a company's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution; or

(b) in relation to any other kind of body:

(i) the body's charter or memorandum; or

(ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members;

**"Contact Officer"** means the person nominated by You responsible for liaising with the Departmental Officer, as specified in the Service Agreement (Part C) - Specifications, or as otherwise notified in writing by You to Us;

**"Date of Commencement"** means date of commencement of the Service Agreement as listed in Service Agreement (Part C) – Specifications;

**"Date of Expiration"** means the date of expiration of the Service Agreement as listed in Service Agreement (Part C) – Specifications;



**“Department, Us, We or Our”** means the State of Queensland acting through the Department of Communities, Child Safety and Disability Services (includes the Chief Executive) or any other department or agency of the Queensland Government responsible for the administration of the Service Agreement;

**“Departmental Officer”** means the person for the time being holding, occupying, or performing the duties of an officer of the Department, as specified in the Service Agreement (Part C) - Specifications, or any other persons specified by the Chief Executive and notified in writing to You;

**“Existing Material”** means any information, document, file, record, electronic image, cinematographic film, video, equipment, software or data that has been incorporated in, or supplied as part of Your Material that was either:

- (a) in existence prior to the Service Commencement Date; or
- (b) produced after the Service Commencement Date independently of the Service Agreement.

**“Exit Strategy”** means the strategy in the Service Agreement (Part C) - Specifications which the parties must follow in order to exit the Service Agreement;

**“Financial Acquittal Report”** means a report of Your financial performance relating to the delivery of the Services as outlined in the Service Agreement;

**“Funding”** means the money which the State may grant to You to deliver the Services inclusive of funding increases that may be provided from time to time;

**“Funding Details”** means the funding details shown in Item 7 of the Service Agreement (Part C) - Specifications, approved by Us for expenditure of the Funding by You under the Service Agreement;

**“Governing Act”** means the applicable Act and regulation, if any, under which We have provided the Funding to You by way of the Service Agreement;

**“GST”** means Goods and Services Tax imposed by or through the GST Legislation;

**“GST Amount”** means the GST payable in respect of a taxable supply under the Service Agreement, calculated at the rate of GST applicable at the time (10% as at the date of the Service Agreement);

**“GST Legislation”** means *A New Tax System (Goods and Services Tax) Act 1999* and any related tax imposition Act and any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such Acts;

**“Intellectual Property Rights”** includes copyright except for copyright in “artistic works” as that expression is defined in the *Copyright Act 1968 (Commonwealth)*, rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how), and other rights resulting from the intellectual activity in the industrial, scientific, literary or artistic fields, but does not include Moral Rights;

**“Milestone”** means an activity, stage and/or timeframe specified in the Service Agreement (Part C) - Specifications;

**“Minister”** means the Minister responsible for administering the enabling Act;

**“Moral Rights”** means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968 (Commonwealth)*, and the rights of a similar nature anywhere in the world whether existing before, on or after the commencement of the Service Agreement;

**“Our Material”** means any information, document, file, record, electronic image, cinematographic film, video, equipment, software or data stored by any means which is given to You by Us for the purposes of providing the Services, including all copies and extracts;

**“Performance Review”** means gathering and analysing information about the Services in order to assess the extent to which a condition/s of the Service Agreement can be or is being met for the purposes or recommending a course of action to ensure compliance or to seek remedy of any non-compliance.

**“Personal Information”** means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

**“Privacy Notice”** means the document which describes how You will deal with any Personal Information provided to You;

**“Recipient Created Tax Invoice”** has the meaning given in the GST Legislation;

**“Review”** means gathering and analysing information about the Services, for the purpose of assessing the functioning and effectiveness of one service, any number of services, a service system or program;

**“Service Agreement”** means the executed agreement entered into by You and Us which details any grant of Funding or assistance by Us to You for the purpose of delivering the Services including the Service Agreement (Part A) - Standard Terms of Funding, the applicable Service Agreement (Part B) - Specific Terms of Funding and the applicable Service Agreement (Part C) - Specifications;

**“Service Commencement Date”** means the date stipulated in the Service Agreement (Part C) – Specifications by which You must commence delivery of the Services;

**“Service User”** means the client of the Services stated in the Service Agreement (Part C) - Specifications;

**“Services”** means the services or projects specified in the Service Agreement (Part C) – Specifications that You must provide using the Funding that has been granted;

**“Target Group”** means those persons or groups of persons stated in the Service Agreement (Part C) - Specifications (if any);

**“Taxable Supply”** has the meaning given in the GST Legislation;

**“Term”** means the period of time starting on the Date of Commencement of the Service Agreement, and subject to early termination, ending on the Date of Expiration of the Service Agreement as specified in the Service Agreement (Part C) – Specifications;

**“You”** and related parts of speech or other grammatical forms means the funded organisation which is a party to the Service Agreement; and

**“Your Material”** means any information, document, electronic image, cinematographic film, video, equipment, software or data stored by any means which is created by You or on Your behalf in performing the Services under the Service Agreement.

## 32.2 Interpretation

Unless the context otherwise requires:

- (a) words indicating the singular include the plural and words indicating gender includes other genders;
- (b) where there is more than one organisation, the obligations of each organisation will be joint and several;
- (c) reference to a person includes an individual and a corporation;
- (d) reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;

- (e) the headings in the Service Agreement are included for convenience only and do not affect the interpretation of the Service Agreement;
- (f) reference to a clause, paragraph or schedule is reference to a clause, paragraph or schedule of the Service Agreement;
- (g) reference to a document or agreement includes reference to the document or agreement as amended, notated, supplemented, varied or replaced from time to time;
- (h) if the day on or by which anything is to be done under the Service Agreement is not a Business Day, that thing may be done on the next proceeding Business Day;
- (i) a reference to You includes Your administrators, successors and permitted assigns;
- (j) a reference to a government entity (as that term is defined in the *Public Service Act 2008*) in the event that entity is reconstituted or replaced, will be a reference to the entity then carrying out its powers or functions; and
- (k) where there is any inconsistency between these terms and conditions and the Act or Regulation under which a grant is provided, the Act and Regulations shall have precedence.

# **Service Agreement (Part B) - Specific Terms of Funding for Child Safety Services**

**The Department of Communities, Child Safety and Disability Services Service Agreement comprises three sections:**

- **Service Agreement (Part A) - Standard Terms of Funding**
- **Service Agreement (Part B) - Specific Terms of Funding**
- **Service Agreement (Part C) - Specifications**

**The Service Agreement (Part B) - Specific Terms of Funding was developed to incorporate conditions which apply in situationally specific circumstances e.g. funding under particular program domains.**

# **Service Agreement (Part B) - Specific Terms of Funding for Child Safety Services**

**For Agreements entered into from 3 April 2012**

**Version 2.0**

***Family Services Act 1987***

***Child Protection Act 1999***

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## Background

- A. Funding is provided under Part 3 of the *Family Services Act 1987*. The Act empowers the Minister to approve or refuse an application for a grant under such conditions as the Minister thinks fit and authorises the Director-General to approve the Funding where the Minister so approves.
- B. The Minister has approved your application for Funding under the *Family Services Act 1987* for the delivery of Services as stated in the Service Agreement.

---

## 1 Compliance

- (a) If the provisions of the *Child Protection Act 1999* or the *Commission for Children and Young People and Child Guardian Act 2000* apply to the activities carried out by You as part of the Services, You must comply with those provisions.
- (b) Legislative requirements contained in the *Commission for Children and Young People and Child Guardian Act 2000* and the *Child Protection Act 1999* override all conditions in the Service Agreement where there may be any conflict.

---

## 2 Licensing requirements

- (a) If the Service is a care service, the Funding is contingent upon You obtaining a licence under the *Child Protection Act 1999* within a reasonable period.
- (b) If You are a licensed care service, or You are licensed, approved or otherwise authorised to provide a service or activity under the *Child Protection Act 1999* or another Act or regulatory scheme, You must ensure that the grounds and conditions upon which the licence, approval or authority was given, continue to be met for the duration of the Service Agreement.
- (c) Where and if a licence, approval or authority that is issued under the *Child Protection Act 1999* or another Act or regulatory scheme in relation to a service or activity is suspended, cancelled, amended or surrendered, We may suspend, vary or cease the Funding under the Service Agreement on the issue of a reasonable notice to You.

---

## 3 Recordkeeping

### 3.1 Service User records and files

- (a) You must ensure all records and files regarding the provision of the Services are placed in secure storage.
- (b) You must maintain an individual file for each Service User.
- (c) Where the file or record relates to a Service User who is known to the State pursuant of the administration of the *Child Protection Act 1999*, You must:
  - (i) allow Our officers or employees access to the file or records; and
  - (ii) provide the file or record to Us in the event that:
    - A. You cease to provide the Services; or
    - B. the Service User to whom the file or record relates is no longer subject to the *Child Protection Act 1999*; or

- C. the Service User to whom the file or record relates turns eighteen years of age.
- (d) Where We require You to give Us these files or records, You:
  - (i) must give to Us the original files and any records; and
  - (ii) may only keep copies of original files or records for recordkeeping purposes.
- (e) You must comply with all directions given to You by Us regarding the storage and destruction of any files or records (including copies of files) created during the performance of the Service Agreement.

---

## **4 Your employees**

You must ensure that:

- (a) Your employees are selected using an open and merit based selection process where reasonable;
- (b) You retain detailed records of Your selection and recruitment processes; and
- (c) where requested, You give Us access to Your records relating to the selection and recruitment of employees.

---

## **5 Financial management**

### **5.1 How You are to manage the Funding**

- (a) You must:
  - (i) maintain separately identifiable ledger accounts to record the income and expenditure of the Funding; and
  - (ii) regularly perform bank reconciliations.
- (b) Your Financial Acquittal Reports must be signed and certified as correct by two members of Your executive or committee responsible for Your activities, at least one of whom has not prepared the report.

### **5.2 Motor vehicle**

Where You have purchased a motor vehicle with the Funding:

- (a) We will prepare a bill of sale.
- (b) You must:
  - (i) execute the bill of sale in favour of Us over the motor vehicle, and provide it to Us; and
  - (ii) maintain current insurance cover over the vehicle for its full insurable value, and provide Us with a copy of the certificate of currency if requested by Us.
- (c) We will attend to the registration of the bill of sale as required by Us, including the payment of any registration fees.



---

## 6 Your audited statements

- (a) You must provide Us with the following documents, by the dates specified in Item 10 of the Service Agreement Part C- Specifications:
  - (i) an annual audited statement of income and expenditure reporting all items relating to the delivery of the Services; and
  - (ii) a balance sheet or extracts from the balance sheet which disclose details of assets and liabilities pertaining to the Funding (if the Service Agreement (Part C) – Specifications, specifies the format of this balance sheet You will deliver the required information to Us in that format).
- (b) Your audited statements of income and expenditure, balance sheets or extracts from the balance sheet must be certified by an independent qualified accountant who has had no involvement in the preparation of these statements or accounts of Your organisation, is not an employee or a member of Your organisation and who is:
  - (i) registered as a company auditor or a public accountant under Queensland law;
  - (ii) a member of the Institute of Chartered Accountants in Australia or the Australian Society of Certified Practising Accountants; or
  - (iii) a person whose accounting qualifications are accepted by Us.
- (c) If You are a local government or a tertiary institution, You may give Us, instead of the requirements set out in this clause 6(a), a statement set out in the format of the Financial Acquittal Report specifying the Funding Details and certified by the chief accounting officer or equivalent.

---

## 7 Performance monitoring

- (a) You must submit performance reports at the times specified in Item 6.1 of the Service Agreement Part C- Specifications, such reports are to be provided in the format specified by Us.
- (b) In addition to the provision of performance reports, You must:
  - (i) participate in Quarterly Service Meetings arranged by Us; and
  - (ii) participate in a Service Assessment on an annual basis or as otherwise requested by Us.

---

## 8 Survival

Clause 3 of this Service Agreement (Part B) – Specific Terms of Funding will survive termination or expiration of the Service Agreement.

---

## 9 Definitions and Interpretation

**“Quarterly Service Meeting”** means a meeting conducted four times per annum to monitor compliance with the Service Agreement and licensing requirements (if applicable), as well as to invite discussion for development of solutions to regional/local practice and process issues; and

**“Service Assessment”** means an assessment by relevant Departmental officers of Your performance in relation to the Service Agreement.

# **Service Agreement (Part B) - Specific Terms of Funding for Community and Homelessness Services**

The Department of Communities, Child Safety and Disability Services (Community and Homelessness Services) Service Agreement package comprises three sections:

- **Service Agreement (Part A) - Standard Terms of Funding**
- **Service Agreement (Part B) - Specific Terms of Funding**
- **Service Agreement (Part C) - Specifications**

This Service Agreement (Part B) - Specific Terms of Funding was developed to incorporate conditions which apply in situationally specific circumstances e.g. funding under particular program domains.

# **Service Agreement (Part B) - Specific Terms of Funding for Community and Homelessness Services**

**For Agreements entered into from 3 April 2012**

**Version 2**

***Community Services Act 2007***

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## Background

- A. This Service Agreement (Part B) - Specific Terms of Funding - Community and Homelessness Services applies to Assistance provided under the Act. Under the Act, the Minister may approve Assistance to a Service Provider for community services.
- B. If the Minister approves Assistance to a Service Provider, the Chief Executive must enter into a written agreement with the Service Provider for giving the Assistance.
- C. You are required to be an Approved Service Provider or a Service Provider under the Act.
- D. You are required to comply with the provisions of the Act and the Regulation.
- E. The Service Agreement is entered into in accordance with section 27 of the Act.

---

### 1. Funded Service Providers not approved

- (a) If You are not an Approved Service Provider when You enter into the Service Agreement You must take action to become an Approved Service Provider as soon as reasonably practicable after the first instalment of Funding is paid to You.
- (b) We will stop the Funding 6 months after the date the first instalment of Funding is paid to You if You do not become an Approved Service Provider within that time.
- (c) If We stop the Funding under this clause the Service Agreement is terminated.
- (d) If the Service Agreement is for one off Funding then You are not required to be an Approved Service Provider.

---

### 2. Standards for Community Services

You are required to implement the Standards for Community Services. Commencing 1 January 2011, you must comply with the Standards for Community Services.

---

### 3. Your personnel (staff)

#### 3.1 Selection of employees

- (a) You must ensure that:
  - (i) Your employees are selected using an open and merit based selection process where reasonable;
  - (ii) You retain detailed records of Your selection and recruitment processes; and
- (b) where requested by Us, You give Us access to Your records relating to the selection and recruitment of employees.

#### 3.2 Working with children and young people

You must ensure:

- (a) All persons working or proposing to work in a child-related area, regulated by the *Commission for Children and Young People and Child Guardian Act 2000* either:
  - (i) in a voluntary/unpaid capacity have a current blue card; or

- (ii) in a paid capacity have or have applied for a blue card; and
- (b) Staff and volunteers comply with the requirements of the *Commission for Children and Young People and Child Guardian Act 2000* in relation to criminal history checks and working with children 'Suitability Card (Blue Card)' requirements.

---

## **4. Your reporting obligations**

### **4.1 Performance reports**

- (a) The data You collect and the information You use to prepare performance reports must be collected in accordance with the data definitions, counting rules and surveys identified or supplied by Us.
- (b) Performance reports must be provided to Us within the timeframe specified in Item 6 of the Service Agreement (Part C) - Specifications.

### **4.2 Performance monitoring**

We will conduct performance monitoring of your compliance with the Service Agreement, the Act and Regulation. Performance monitoring is made up of:

- (a) performance reports based on data collection around performance measures and/or qualitative/descriptive information; and
- (b) the Service Assessment, as applicable.

### **4.3 Standard of reporting**

- (a) All Financial Acquittal Reports submitted by You must be signed and certified as correct by two members of Your executive or committee responsible for Your activities; and
- (b) If You are a local government authority or tertiary institution, You may give to the Chief Executive, instead of the requirements set out in clause 4.3(a), a statement set out in the format of the Financial Acquittal Report as specified in item 10 of the Service Agreement (Part C) - Specifications and certified by the chief accounting officer or equivalent.

### **4.4 Your annual report**

If You are required to produce an annual report, You must provide a copy of Your annual report to Us within one month of Your annual general meeting.

### **4.5 Your audited statements**

- (a) You must provide Us with the following documents, by the dates specified in Item 10 of the Service Agreement (Part C)- Specifications:
  - (i) an annual audited statement of income and expenditure reporting all items relating to the delivery of the Services; and
  - (ii) a balance sheet or extracts from the balance sheet which disclose details of assets and liabilities pertaining to the Funding (if the Service Agreement (Part C) – Specifications, specifies the format of this balance sheet You will deliver the required information to Us in that format).
- (b) Your audited statements of income and expenditure, balance sheets or extracts from the balance sheet must be certified by an independent qualified accountant who has had no involvement in the preparation of these statements or accounts of Your organisation, is not an employee or a member of Your organisation and who is:

- (i) registered as a company auditor or a public accountant under Queensland law;
  - (ii) a member of the Institute of Chartered Accountants in Australia or the Australian Society of Certified Practising Accountants; or
  - (iii) a person whose accounting qualifications are accepted by Us.
- (c) If You are a local government or a tertiary institution, You may give Us, instead of the requirements set out in this clause 4.5(a), a statement set out in the format of the Financial Acquittal Report (as specified in the Service Agreement (Part C) – Specifications) specifying the details of the Funding and certified by the chief accounting officer or equivalent.

---

## **5. Financial Management**

### **5.1 How You are to manage the Funding**

You must:

- (a) Maintain separately identifiable ledger accounts to record the income and expenditure of the Funding; and
- (b) Regularly perform bank reconciliations.

### **5.2 Motor vehicle**

Where You have purchased a motor vehicle with the Funding:

- (a) We will prepare a bill of sale.
- (b) You must:
  - (i) execute the bill of sale in favour of Us over the motor vehicle, and provide it to Us; and
  - (ii) maintain current insurance cover over the vehicle for its full insurable value, and provide Us with a copy of the certificate of currency if requested by Us.
- (c) We will attend to the registration of the bill of sale as required by Us, including the payment of any registration fees.

---

## **6. Suspending or stopping Funding**

### **6.1 Not required to follow other compliance processes**

For the avoidance of doubt, We may suspend or stop the Funding in accordance with clauses 13.1 and 15.2 of the Service Agreement (Part A) - Standard Terms of Funding and Division 2 of Part 6 of the Act without having to give a compliance notice under Division 1 of Part 6 of the Act or take any other compliance or enforcement action under the Act.

---

## **7. Termination of the Service Agreement**

In addition to the provisions outlined in clause 15 of the Service Agreement (Part A) – Standard Terms of Funding regarding termination of the Service Agreement, if the Chief Executive stops the Funding due to non-compliance with a compliance notice under Section 32 of the Act then the Service Agreement is terminated.

---

## 8. Services unable or not required to lodge electronic financial and performance reports

### 8.1 Exemption from electronic reporting

You are required to report electronically using Our Online Reporting System unless You have requested an exemption from electronic reporting from Us and have demonstrated You:

- (a) do not have internet access; or
- (b) do not have adequate hardware or software to report electronically; and
- (c) will undertake to work towards electronic reporting during the Term of the Service Agreement.

### 8.2 Services exempt from electronic performance reporting

You are exempt from electronic performance reporting only where You are exempt under clause 8.1 or Our electronic reporting system does not contain the performance measure/s specified in Your Service Agreement (Part C) – Specifications.

### 8.3 Address for financial statements and reports

If You are unable to report electronically You are required to provide Your financial statements and reports to:

Grants Management Team  
Department of Communities, Child Safety and Disability Services  
GPO Box 806  
Brisbane Qld 4001

### 8.4 Address for performance reports

If You are unable to report electronically You are required to provide Your performance reports to:

Sector Performance and Support  
Performance and Data Management  
Department of Communities, Child Safety and Disability Services  
GPO Box 806  
Brisbane QLD 4001

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## 9. Definitions and Interpretation

In the Service Agreement, unless the contrary intention appears, the following words and phrases shall have the following meanings:

“**Act**” means the *Community Services Act 2007*, a link to which is at <http://www.legislation.qld.gov.au/LEGISLTN/CURRENT/C/CommunServA07.pdf>;

“**Approved Service Provider**” has the meaning given in the Act;

“**Assistance**” has the meaning given in the Act;

“**Funded Service Provider**” has the meaning given in the Act;

“**Online Reporting System**” means Our online reporting system for the electronic lodgement of financial statements and reports and performance reports;

“**Regulation**” means the *Community Services Regulation 2008*, a link to which is at



<http://www.legislation.qld.gov.au/LEGISLTN/CURRENT/C/CommunServR08.pdf> ;

**“Service Assessment”** means an assessment made from time to time by relevant Departmental officers of Your performance in relation to the Service Agreement;

**“Service Provider”** has the meaning given in the Act;

**“Standards for Community Services”** means the minimum requirements for the way in which Services are to be provided by You, as published on Our website <http://www.communities.qld.gov.au/communityservices/community-support/strengthening-non-government-organisations-ngos> as at the date of the Service Agreement and as amended by Us from time-to-time and notified to You by Us;

# **Service Agreement (Part C) – Specifications for Child Safety Services**

The Department of Communities, Child Safety and Disability Services (Child Safety) Service Agreement comprises three sections:

- **Service Agreement (Part A) - Standard Terms of Funding**
- **Service Agreement (Part B) - Specific Terms of Funding**
- **Service Agreement (Part C) - Specifications**

The Service Agreement (Part C) - Specifications is designed to document:

- **Organisation and service details;**
- **Service descriptions;**
- **Funded outputs;**
- **Service specific additional conditions (if applicable); and  
Reporting requirements.**

# Service Agreement (Part C) – Specifications for Child Safety Services

***Family Services Act 1987***  
***Child Protection Act 1999***

**The State of Queensland through the Department of  
Communities, Child Safety and Disability Services**

Name of Organisation/Service Provider:	
ABN/ACN:	

**Date of Commencement of Service Agreement:**      **[INSERT DATE]**

**Date of Expiration of Service Agreement:**              **[INSERT DATE]**

*The Service Agreement relates to the following service(s) provided by You:*

<b>Name of service</b>	<b>Service number</b>

---

## 1 Formation of Service Agreement

### 1.1 Parts of the Service Agreement

The following documents form the Service Agreement:

- (i) The Service Agreement (Part A) - Standard Terms of Funding version 2, current as at 3 April 2012, available on Our website, currently ([www.communities.qld.gov.au](http://www.communities.qld.gov.au));
- (ii) the Service Agreement (Part B) - Specific Terms of Funding Child Safety Services version 2, current as at 3 April 2012 that specify those terms and conditions specific to the Services and the *Family Services Act 1987*, available on Our website, currently ([www.communities.qld.gov.au](http://www.communities.qld.gov.au));
- (iii) this part referred to as the Service Agreement (Part C) - Specifications; and
- (iv) any other document agreed in writing by the parties varying or extending the Service Agreement.

### 1.2 Term of Service Agreement

Date of Commencement of Service Agreement: [INSERT DATE]

Date of Expiration of Service Agreement: [INSERT DATE]

---

## 2 General

### 2.1 Organisation contact details

<b>Contact Officer:</b>	
<b>Position:</b>	
<b>Postal address:</b>	
<b>Telephone number:</b>	
<b>Fax number:</b>	
<b>E-mail address:</b>	

### 2.2 Service outlet detail

<b>Service Outlet</b>	<b>Name</b>	
	<b>Operating Hours</b>	
	<b>After Hours and Closure Arrangements</b>	
	<b>Service Number</b>	
	<b>Geographic Catchment Area</b> (e.g Child Safety Service Centre)	
<b>Address</b>	<b>Service Provision Premises</b>	
	<b>Service Coordination Premises</b> (if applicable)	
	<b>Postal</b>	
<b>Contact Details</b>	<b>Name</b>	
	<b>Position</b>	
	<b>Telephone</b>	
	<b>Email</b>	

---

### 3 Services

#### 3.1 Description of Services

The Services to be provided under the Service Agreement are *[Insert description of Services]*

The Services include the matters specified in Items 2.2, 3.2, 3.3 and 4.2 and the funded outputs / activities specified in Item 6.1.

#### 3.2 Funding area

*[Insert description]*

#### 3.3 Target Group/Service Users

*[Insert description of Target Group / Services Users]*

---

### 4 Delivery of Services

#### 4.1 Service Commencement Date

*[Insert Service Commencement Date]*

#### 4.2 Milestones

Tasks	Timeframe

---

### 5 Exit Strategy

You must have a plan in place to address what will be done in the event of closure or termination of the Services under the Service Agreement.

This Exit Strategy may include details on the process that You will employ to cease the Services, arrangements for relevant employees, the continuity of the Services to the Service Users, the handling of records and information in relation to the Services and how the Assets will be dealt with, distributed or transferred.

Where the Service Agreement comes to an end for any reason, the Assets (if any) will be distributed as directed by Us.

Tasks	Activities

## 6 Funded activities/outputs, performance measurement and reporting

### 6.1 Funded outputs and Reporting

Outputs must be reported in accordance with the relevant Counting Rules contained in Attachment 2.

Funded Output (Incl Code)	Output Description	Output Measure	Quantity to be delivered per annum	Number of clients  <b>Only include this item if relevant for service type</b>
		<Insert Measure>	<Insert negotiated Output Quantity>  OR for Milestone Outputs only Insert text <Completion of tasks and timeframes as per Item 4.2>	<Insert target number of clients> OR Insert text <Report on number of clients (distinct individuals) who received a service against this output>
<b>Reporting Frequency:</b> <insert frequency>		<b>Due Date/s:</b> <Insert due date>		

### 6.2 Performance measures and reporting

Code	Performance Measure
Quality Measure	What significant achievements or factors have impacted on the quality of service delivery during the reporting period?
<i>Efficiency will be measured where output/ performance data relating to places, hours or occasions of service is available. The measure will be calculated by the department using the total amount of funding expended by the service during the period, divided by the number of hours or occasions of service, or the number of placement nights provided during the period (and multiplied by 365 (nights per annum) to express it as an equivalent average cost per place per annum).</i>	
<b>Reporting Frequency:</b> <insert frequency>	
<b>Due Date/s:</b> <Insert due date>	

### 6.3 Performance reports

Outputs and Performance reports, as required under clause 7 of the Service Agreement (Part B) Specific Terms of Funding, are to be submitted to Us, by the dates shown in the tables in Items 6.1 and 6.2, at the following address:

Electronically at <http://www.communities.qld.gov.au/gateway/funding-and-grants/online-acquittal-support-information-system-oasis>

Assistance to access this site is available from your Departmental Officer.

---

## 7 Funding Details

<b>One-off</b>	
<b>Per annum</b>	

Description	Amount
<b>ONE-OFF</b>	
Assets	
Set up expenses	
<b>Total one-off budget</b>	

<b>PER ANNUM</b>	
<b>Salary-related items</b>	
<b>Other expense items</b>	
<b>Total per annum budget</b>	

Number of full-time equivalent staff represented by amount for "salary-related expense items"	FTE
Amount allocated for client related costs within "other cost items" (if applicable)	\$

For further explanation of budget items (if applicable) refer to the Notes to Funding Details contained in Attachment 1.

## 8 Assets

Funding is provided for the following Assets included in Item 7.

Asset description	Funding budgeted	Estimated purchase price	Estimated purchase date
<b>Total</b>			

## 9 Timing of Payments

Payments of the Funding will be made in advance in accordance with the table below, subject to the lodgment of all statements and reports as required by Us under the Service Agreement.

Payment	Payment Due
<b>We will make payments to You on a quarterly basis after You have provided Your quarterly reports</b>	Payment occurs within 28 days after receipt of the Financial Acquittal Reports

## 10 Financial statements and reports

You must submit the following statements and reports to Us during the Term of the Service Agreement. Statements and reports will be required for the following periods for each year by the following due dates:

Financial Statements / Report	Period	Due date
Financial Acquittal Reports	Quarterly	From the first day of the month following the end of the quarter.
Audited Financial Accountability Form	Annual	Within six months of the end of Your financial year.

Financial Acquittal Reports must report against the budget as outlined in Item 7 or as advised by Us.

A Service may have been funded for part of the reporting period, either at the Date of Commencement or the Date of Expiration of the Service Agreement. Where this is the case, the Financial Acquittal Reports should still be submitted for the relevant part of that reporting period.



## 10.1 Address for financial statements and reports

Financial statements and reports should be submitted to Us, by the dates shown in the above table, at the following address:

Electronically at <http://www.communities.qld.gov.au/gateway/funding-and-grants/online-acquittal-support-information-system-oasis>

Assistance to access this site is available from your Departmental Officer.

---

## 11 Additional conditions

*[Insert Additional Conditions or if Not Applicable insert the words "Not applicable, intentionally deleted"]*

---

## 12 Departmental Officer

<b>Name:</b>	
<b>Position:</b>	
<b>Postal address:</b>	
<b>Telephone number:</b>	
<b>Fax number:</b>	
<b>E-mail address:</b>	

---

## 13 Attachments

Attachment	Name	Reference
1	Notes to Funding Details	Item 7
2	Counting Rules for Outputs	Item 6.1

## EXECUTED as an Agreement

SIGNED for and on behalf of the **STATE OF QUEENSLAND** by *[insert name]* *[insert position]* as an authorised delegate for the **Director-General of the Department of Communities, Child Safety and Disability Services**

)  
)  
)  
)  
)  
)

x

\_\_\_\_\_

Signature

x

\_\_\_\_\_

Signature of Witness

x

\_\_\_\_\_

Date

x

\_\_\_\_\_

Name of Witness

---

SIGNED by *[insert name]* *[insert position]* for and on behalf of *[insert name of Service Provider]* as its duly authorised officer:

)  
)  
)  
)  
)

x

\_\_\_\_\_

Signature

x

\_\_\_\_\_

Signature of Witness

x

\_\_\_\_\_

Date

x

\_\_\_\_\_

Name of Witness

**EXECUTION CLAUSE – Company**

**SIGNED** for and on behalf of

**[NAME OF CORPORATION]**

in accordance with section 127 of the *Corporations Act 2001*

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

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

x \_\_\_\_\_  
(signature of director)

\_\_\_\_\_  
(name of director)

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

**Attachment 1**

**Notes to Funding Details**

**Notes for preparing the Service Agreement budget for services funded under the *Community Services Act 2007* and *Family Services Act 1987*.**

**BUDGET TOTAL MUST BE CONSISTENT WITH APPROVED FUNDING**

1. Costs eligible for inclusion in the budget include:
  - purchase of assets, set-up expenses and other one-off costs;
  - salary-related expenses, including contract workers, for staff directly involved in the delivery of the Service or the administration and coordination of the Service; and
  - all other expense items related to the Funding.
2. Budgeted costs exclude GST. Payments made by the Chief Executive to organisations that are GST registered will be fully grossed up by the GST rate when the Funding is advanced.
3. If the only Funding under the Service Agreement is one off funding then, only complete the one-off budget.

**Guide to categories:**

**ONE-OFF BUDGET ITEMS**

Assets	Motor vehicles and plant and equipment (with a value of \$5,000 or more).
Set-up expenses	Repairs and maintenance, including minor building modifications (<\$5,000). Assets purchased <\$5,000, including office furniture, equipment and computers/software. Salary and wages without recurrent implications arising from establishing the service/project.

**PER ANNUM BUDGET ITEMS**

The following items are consistent with the Standard Chart of Accounts developed by the School of Accountancy and the Australian Centre for Philanthropy at Queensland University of Technology in partnership with the Queensland Government and the non-government sector. The Queensland Government has endorsed the adoption of this Standard Chart of Accounts by funded organisations in their accounting systems and presentation of the audited financial statements. Further information on the Standard Chart of Accounts can be found at the following link: <https://wiki.qut.edu.au/display/CPNS/National>

Salary-related expense items	Salary and wages  All salaries and wages (including penalty payments) paid to all staff employed on a permanent or casual basis (including temporary/replacement staff), including but not limited to salaries, wages, annual leave, long service leave, sick leave, salary sacrifice, superannuation, workers compensation and fringe benefits tax  Contract workers  Consultancy fees paid in respect of contractors engaged in direct service delivery only
Other expense items not related to Salary	All other expense items in the Standard Chart of Accounts

**Attachment 2**

**Counting Rules for Outputs**

*<Insert Counting Rules>*

# **Service Agreement (Part C) – Specifications for Community and Homelessness Services**

The Department of Communities, Child Safety and Disability Services (Communities and Homelessness Services) Service Agreement comprises three sections:

- **Service Agreement (Part A) - Standard Terms of Funding**
- **Service Agreement (Part B) - Specific Terms of Funding**
- **Service Agreement (Part C) - Specifications**

This Service Agreement (Part C) - Specifications is designed to document:

- **Organisation and service details;**
- **Service description;**
- **Funded outputs;**
- **Service specific additional conditions (if applicable); and**
- **Reporting requirements.**

# Service Agreement (Part C) – Specifications for Community and Homelessness Services

## *Community Services Act 2007*

### **Director-General for the Department of Communities, Child Safety and Disability Services**

Name of Organisation / Funded Service Provider	
ABN/ACN	
Organisation number	
Approved Service Provider [if applicable]	

**Date of Commencement of Service Agreement:** [INSERT DATE]

**Date of Expiration of Service Agreement:** [INSERT DATE]

*The Service Agreement relates to the following service(s) provided by You:*

<b>Name of service</b>	<b>Service number</b>

---

## 1 Formation of Service Agreement

### 1.1 Parts of the Service Agreement

The following documents form the Service Agreement:

- (i) The Service Agreement (Part A) - Standard Terms of Funding version 2, current as at 3 April 2012, available on Our website, currently ([www.communities.qld.gov.au](http://www.communities.qld.gov.au));
- (ii) the Service Agreement (Part B) - Specific Terms of Funding Community and Homelessness Services (Part B) version 2, current as at 3 April 2012 that specify those terms and conditions specific to the Services and the *Community Services Act 2007*, available on Our website, currently ([www.communities.qld.gov.au](http://www.communities.qld.gov.au));
- (iii) this part referred to as the Service Agreement (Part C) - Specifications; and
- (iv) any other document agreed in writing by the parties varying or extending the Service Agreement.

### 1.2 Term of Service Agreement

Date of Commencement of Service Agreement: [INSERT DATE]

Date of Expiration of Service Agreement: [INSERT DATE]

---

## 2 General

### 2.1 Organisation / Funded Service Provider contact details

Contact Officer	
Position	
Postal address	
Telephone number	
Fax number	
E-mail address	

### 2.2 Service outlet details

Service Outlet	Name	
	Operating Hours	
	After Hours and Closure Arrangements	
	Reference / Service Number	
	Geographic Catchment Area	
Address	Street	
	Postal	
Contact Details	Name	
	Position	
	Telephone	
	Mobile	
	Email	
	Fax	



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### 3 Services

#### 3.1 Description of Services

The Services to be provided under the Service Agreement are *[insert description of Services]*.

The Services also include the matters specified in Items 2.2, 3.2, 3.3 and 4.2, and the funded outputs / activities specified in Item 6.1 *[insert the following additional wording and the table below if output based funding]* and listed in the table below:

Output/s	Activities

#### 3.2 Funding area

*[Insert funding area]*

#### 3.3 Target Group/Service Users

*[Insert description of Target Group/Service Users]*

---

### 4 Delivery of Services

#### 4.1 Service Commencement Date

*[Insert Service Commencement Date]*

#### 4.2 Milestones

Tasks	Timeframe

## 5 Exit Strategy

You must have a plan in place to address what will be done in the event of closure or termination of the Services under the Service Agreement.

This Exit Strategy may include details on the process that You will employ to cease the Services, arrangements for relevant employees, the continuity of the Services to the Service Users, the handling of records and information in relation to the Services and how the Assets will be dealt with, distributed or transferred.

Where the Service Agreement comes to an end for any reason, the Assets (if any) will be distributed as directed by Us.

Tasks	Activities

## 6 Funded outputs, performance measurement and reporting

### 6.1 Funded outputs and reporting

Outputs must be reported in accordance with the relevant Counting Rules contained in Attachment 2.

Funded Output (Incl Code)	Output Description	Output Measure	Quantity to be delivered per annum	Number of clients
		<Insert Measure>	<Insert negotiated Output Quantity> OR for Milestone Outputs only Insert text <Completion of tasks and timeframes as per Item 4.2>	<Insert target number of clients> OR Insert text <Report on number of clients (distinct individuals) who received a service against this output>
<b>Reporting Frequency:</b> <insert frequency>		<b>Due Date:</b> <Insert due date>		

## 6.2 Performance measurement and reporting

Code	Performance Measure
GM16	What significant achievements or factors have impacted on the quality of service delivery during the reporting period?
<i>Efficiency will be measured where output/ performance data relating to hours or occasions of service is available. The measure will be calculated by the department using the total amount of funding divided by the number of hours or occasions of service.</i>	
<b>Reporting Frequency:</b> <insert frequency>	<b>Due Date:</b> <Insert due date>

## 6.3 Performance reports

Outputs and Performance reports, as required under clause 4.1 of the Service Agreement (Part B) Specific Terms of Funding, are to be submitted to Us, by the dates shown in the tables in Items 6.1 and 6.2, at the following address:

Electronically at <http://www.communities.qld.gov.au/gateway/funding-and-grants/online-acquittal-support-information-system-oasis>

Assistance to access this site is available from your Departmental Officer.

## 7 Funding Details

One-off	
Per annum	

Description	Amount
<b>ONE-OFF</b>	
Assets	
Set up expenses	
<b>Total one-off budget</b>	

Description	Amount
<b>PER ANNUM</b>	
Salary-related items	
Other expense items	
<b>Total budget per annum</b>	

For further explanation of budget items (if applicable) refer to the Notes to Funding Details contained in Attachment 1.

## 8 Assets (if applicable)

Funding is provided for the following assets as specified in Item 7.

Asset description	Funding budgeted	Estimated purchase price	Estimated purchase date
<b>Total</b>			

## 9 Timing of Payments

Payments of the Funding will be made in advance in accordance with the table below, subject to the lodgement of all statements and reports as required by Us under the Service Agreement.

Payment	Payment Due
<b><i>Insert one of the following options depending on frequency of reporting required for this service. DELETE THESE INSTRUCTIONS AND THE OPTIONS NOT REQUIRED.</i></b>	
<i>For services with quarterly payments required to report quarterly</i> <b>We will make payments to You on a quarterly basis after You have provided Your quarterly reports</b> <b>OR</b>	Payment occurs within 28 days after receipt of the Financial Acquittal Reports
<i>For services with quarterly payments required to report annually</i> <b>We will make payments to You on a quarterly basis when You have provided Your previous year's annual Financial Acquittal Report as outlined in Item 10 below</b> <b>OR</b>	Payment occurs within 28 days of the commencement of the quarter
<i>For services with annual payments required to report annually</i> <b>We will make payments to You on an annual basis when You have provided Your previous year's annual Financial Acquittal Report as outlined in Item 10 below</b>	Payment occurs annually within 28 days after receipt of the Financial Acquittal Reports

---

## 10 Financial statements and reports

You must submit the following statements and reports to Us during the Term of the Service Agreement. Statements and reports will be required for the following periods for each year by the following due dates:

Report	Period	Due date
Financial Acquittal Reports	<i>Insert Period in accordance with the reporting frequency required for this service.</i> <b>DELETE THESE INSTRUCTIONS</b>	<i>Insert one of the following options depending on frequency of reporting required. DELETE THESE INSTRUCTIONS</i> <Due 28 <sup>th</sup> day of the following month> <Due 28 <sup>th</sup> day of the month following the end of each quarter> <Due 28 <sup>th</sup> day of July each year>
Audited Financial Statement including separate income and expenditure statements and list of assets for the Funded Service/s or if a local government or tertiary institution a statement set out in the format of the Financial Acquittal Report as specified in Part B- Specifications, clause 4.5 (c)	Annual	Within 6 months of the end of Your financial year

Financial Acquittal Reports must report against the budget as outlined in Item 7 or as advised by Us.

A Service may have been funded for part of the reporting period, either at the Date of Commencement or the Date of Expiration. Where this is the case, the Financial Acquittal Reports should still be submitted for the relevant part of that reporting period.

### 10.1 Address for financial statements and reports

Financial statements and reports are to be submitted to Us, by the dates shown in the above table, at the following address:

Electronically at <http://www.communities.qld.gov.au/gateway/funding-and-grants/online-acquittal-support-information-system-oasis>

Assistance to access this site is available from your Departmental Officer.

---

## 11 Additional conditions

### 11.1 Service Assessment

You must undergo Service Assessments by Us during the Term of the Service Agreement: [*insert frequency*]

---

## 12 Departmental Officer

<b>Name</b>	
<b>Position</b>	
<b>Postal address</b>	
<b>Telephone number</b>	
<b>Fax number</b>	
<b>E-mail address</b>	

---

## 13 Attachments

<b>Attachment</b>	<b>Name</b>	<b>Reference</b>
1	Notes to Funding Details- Budget Items	Item 7
2	Counting Rules for Outputs	Item 6.1



**EXECUTION CLAUSE – Company**

**SIGNED** for and on behalf of

**[NAME OF CORPORATION]**

in accordance with section 127 of the *Corporations Act 2001*

**x** \_\_\_\_\_  
(signature of director/secretary)

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

**x** \_\_\_\_\_  
(signature of director)

\_\_\_\_\_  
(name of director)

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



## Attachment 1

### Notes to Funding Details

Notes for preparing the Service Agreement budget for services funded under the *Community Services Act 2007*.

#### **BUDGET TOTAL MUST BE CONSISTENT WITH APPROVED FUNDING**

1. Costs eligible for inclusion in the budget include:
  - purchase of assets, set-up expenses and other one-off costs;
  - salary-related expenses, including contract workers and staff directly involved in the delivery of the Service or the administration and coordination of the Service; and
  - all other expense items related to the Funding
2. Budgeted costs exclude GST. Payments made by the Chief Executive to organisations that are GST registered will be fully grossed up by the GST rate when the Funding is advanced.
3. If the only Funding under the Service Agreement is one off funding then, only complete the one-off budget.

#### Guide to categories:

##### ONE-OFF BUDGET ITEMS

Assets	Motor vehicles and plant and equipment (with a value of \$5,000 or more).
Set-up expenses	Repairs and maintenance, including minor building modifications (<\$5,000). Assets purchased <\$5,000, including office furniture, equipment and computers/software. Salary and wages without recurrent implications arising from establishing the service/project.

##### PER ANNUM BUDGET ITEMS

The following items [Salary and wages, Contract workers] are consistent with the Standard Chart of Accounts developed by the School of Accountancy and the Australian Centre for Philanthropy at Queensland University of Technology in partnership with the Queensland Government and the non-government sector.

The Queensland Government has endorsed the adoption of this Standard Chart of Accounts by funded organisations in their accounting systems and presentation of the audited financial statements.

Further information on the Standard Chart of Accounts can be found at the following link:

<https://wiki.qut.edu.au/display/CPNS/National>

Salary-related expense items	Salary and wages  All salaries and wages (including penalty payments) paid to all staff employed on a permanent or casual basis (including temporary/replacement staff), including but not limited to salaries, wages, annual leave, long service leave, sick leave, salary sacrifice, superannuation, workers compensation and fringe benefits tax  Contract workers  Consultancy fees paid in respect of contractors engaged in direct service delivery only
Other expense items not related to Salary	All other expense items in the Standard Chart of Accounts

## Attachment 2

### Counting Rules for Outputs


*<Insert Counting Rules>*

QUEENSLAND CHILD PROTECTION  
COMMISSION OF INQUIRY

**Attachment Marking**

This and the preceding 74<sup>73</sup> pages is the annexure mentioned and referred to as

“ATTACHMENT 11” in the statement of BRADLEY SWAN taken on 10/08/2012.



Witness signature



Signature of officer

## **Attachment 12(a) Support for children in out-of-home care**

The department is required to complete a Child Health Passport for every child in out-of-home care. Child Health Passports are a means to providing children with health appraisals and assessments, and a plan for their medical, dental and general health needs. Many children who enter out-of-home care do so with higher rates of significant health issues than children in the general population. A number of factors can contribute to this including poor diet, poor prenatal care, exposure to parental substance use and inadequate past medical care. This can result in children entering out-of-home care with previously unknown or undiagnosed illnesses, developmental delays or dental problems. The child health passport framework aligns with the National Clinical Assessment Framework for Children and Young People in Out-of-Home Care (the Framework) developed by the Australian Government as a guide for health practitioners to assess and respond to the health needs of children and young people in out-of-home care.

Education Support Plans are a means of ensuring that the educational needs of school-aged children are met. Education Support Plans aim to ensure that children in care are enrolled and participating in educational programs that meet their individual learning needs, maximise their educational potential and improve their wellbeing. The education support plan program is a joint initiative of the Department of Communities, Child Safety and Disability Services and the Department of Education, Training and Employment. The Department of Education, Training and Employment is responsible for the development and annual review of the plans, and the Department of Communities, Child Safety and Disability Services is responsible for advising of a child's eligibility, and participating in the development and review of the plan. The Department of Education, Training and Employment has a separate agreement with the Independent and Catholic schooling sectors, requiring these schools to establish the same process as state schools for completing an Education Support Plan.

The department provides children with regular family contact, where it is in the child's best interests. Continuity of relationships with family, friends and other significant people, and connections to familiar environments and activities can help children in care to better cope with the difficulties of transition. Family contact promotes a sense of identity, assists towards achieving reunification, and promotes ongoing relationships following a transition from care. Family contact may include visits, telephone calls and other correspondence with parents, siblings, extended family members, and other persons of significance for a child.

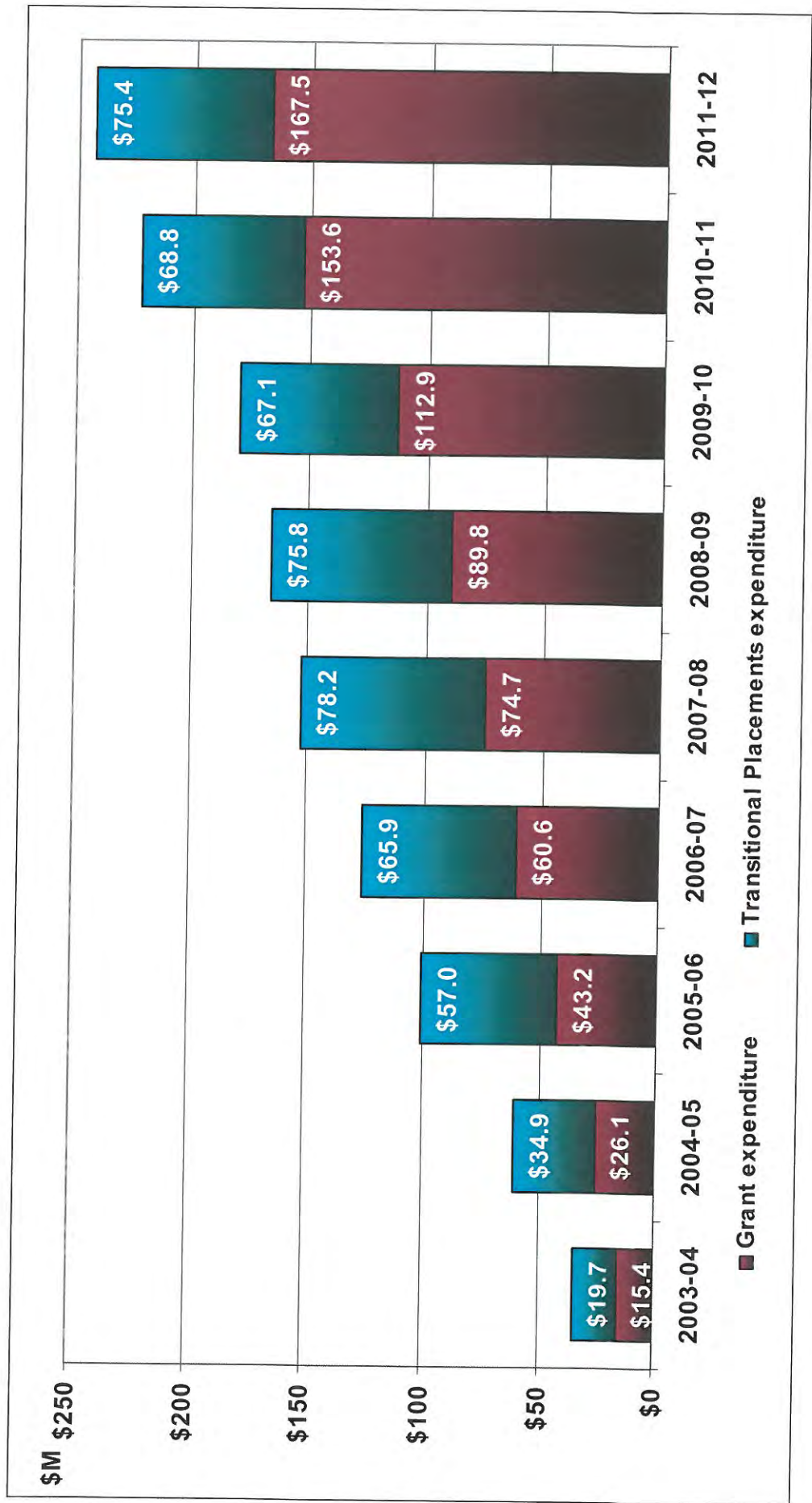
Children placed in out-of-home care may be provided with respite care to expand a child's network of relationships, and to provide a break from what may at times be challenging care environments. Respite also aims to support children's primary carers by giving them break from their full-time caring role, where it is in the best interests of the children in their care, to support and sustain the caring relationship.

As part of a child's case plan, the department develops Cultural Support Plans for Aboriginal and Torres Strait Islander children and children of other cultures. Cultural Support Plans ensure that children, especially Aboriginal or Torres Strait Islander children, retain connections to family, community and culture, while in out-of-home care.

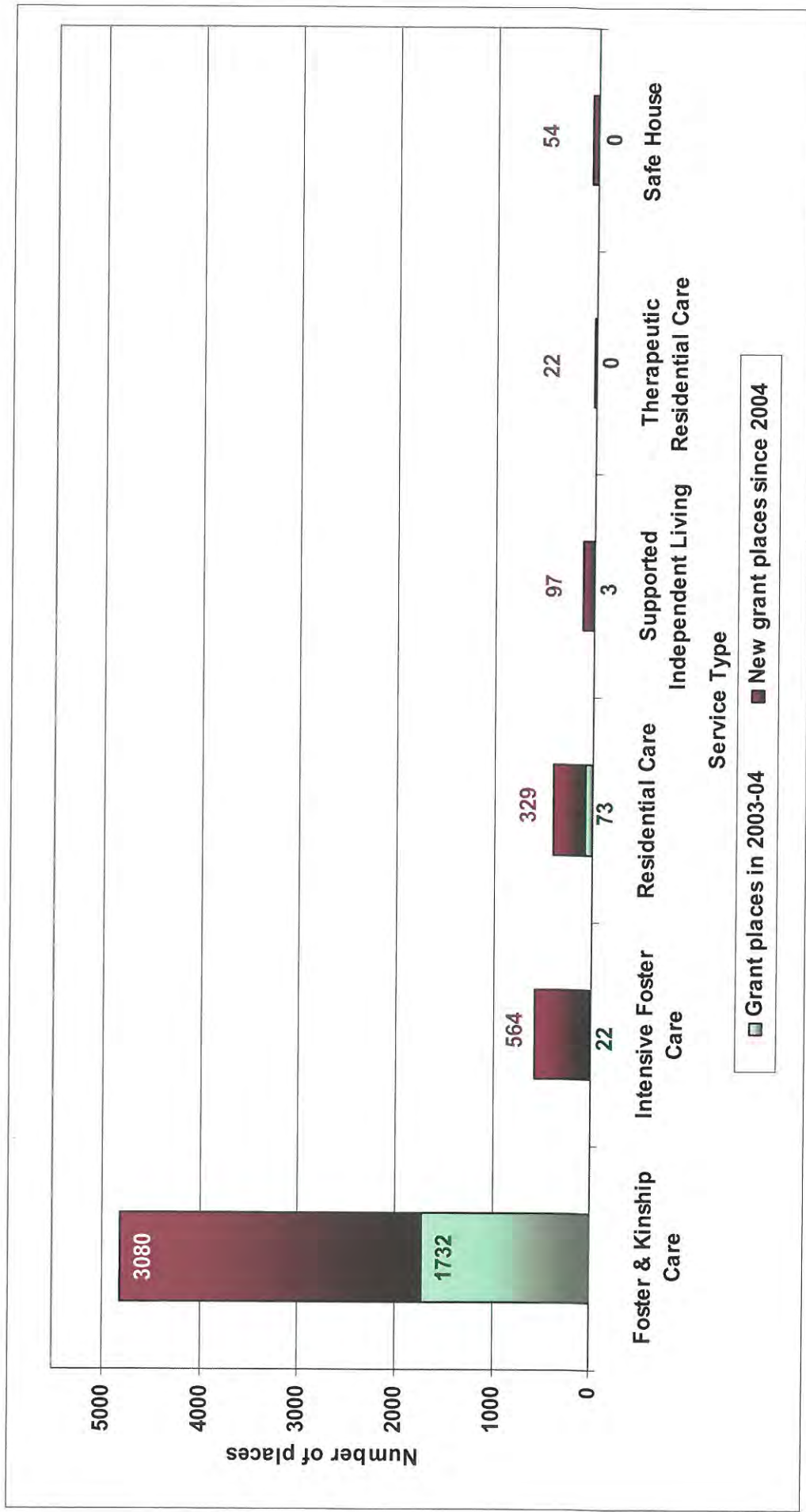
Queensland's out-of-home care system explicitly includes positive behaviour support for children. Positive behaviour support is targeted at addressing the developmental needs of children who have experienced trauma and cumulative harm, and assists them to learn appropriate behaviours through the implementation strategies by the out-of-home carers, including role-modelling, positive reinforcement, skill development, collaborative and inclusive approaches.

The Queensland Government makes available Evolve Interagency Services for children with severe and complex psychological and/or behavioural problems. Evolve Interagency Services is a collaborative partnership between the Department of Communities, Child Safety and Disability Services, the Department of Education, Training and Employment, and Queensland Health. Evolve comprises teams of both mental health professionals of Queensland Health (Evolve Therapeutic Services) and psychologists, speech and language pathologists and occupational therapists of Disability Services (Evolve Behaviour Support Services).

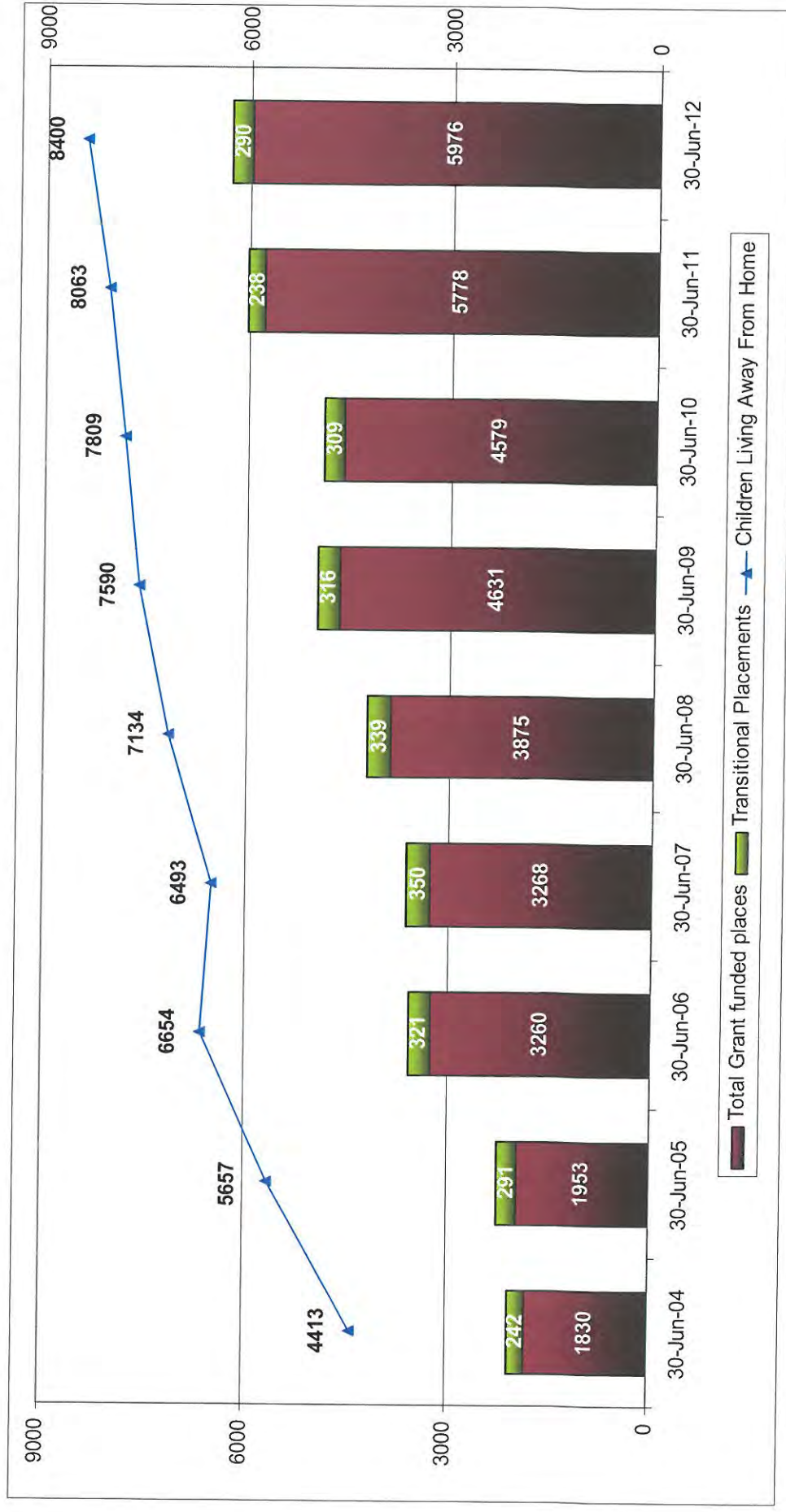
Attachment 12(b): Total placements expenditure (grants and Transitional Placements) in 2011-12 will be more than 6.5 times 2003-04 expenditure



Attachment 12(c): From 2003-04 to 2011-12 approved grant funded place capacity has increased by service type as follows:



Attachment 12(d): There has always been a gap between the number of grant funded places plus Transitional Placements and the total number of children living away from home. The difference is represented by children and young people in departmentally supported foster and kinship places and other arrangements which have reduced overall since 2004





## Attachment 12(e)

### Case examples of children in transitional placements

#### Example One

- *Complex behaviours*
- Young person is a 17 year old boy who has been diagnosed with Autistic Spectrum Disorder, Intellectual Impairment, Obsessive Compulsive Disorder and an Anxiety Disorder. The Department had very limited historical contact with the family prior to the recording of an Intake in April 2009. Current contact with the family commenced at the recording of an Investigation and Assessment to progress a relinquishment of parental care in July 2010 as Disability Services had exhausted all options of support in helping young person to remain within the family home.
- Young person is placed in Individual residential Placement with specialist disability support through an NGO provider. The goal of this placement is to assist in supporting and developing his independent living skills and to transition to a Disability Services Placement at 18 years of age. YPs placement has been tailored to meet his specific needs and provide 24 hour daily supervision across all areas of living.
- Young person has a range of significant disabilities which impact severely across the spectrum of his day to day functioning. He has a Behaviour Support Plan to help guide staff with strategies to manage his behaviours safely.
- The behaviours currently demonstrated by YP, and directed towards third parties and property include hitting, pinching, punching and scratching. He will also headbutt, bite and kick staff and family. YPs self harming behaviours observed include biting himself, kneeling walls and doors and repetitious banging of his head. He also has sensory experiences that make him feel anxious, unsettled and agitated. His behaviours can escalate quickly over a few minutes, one minute he will appear engaging and calm, he then becomes physically aggressive. There are occasion when there are little to no observable cues of distress or observed triggers to guide staff in the possibility of a behavioural escalation. There are also occasions when cues will be present to guide staff of the possibility of a behaviour escalation, thereby providing opportunity for redirection or leaving the room to allow him to deescalate.
- Given the ongoing nature of YPs behavioural problems, he continues to require a ratio of at least two to one carers to manage him across all environments of his daily care, protection, health and wellbeing.

#### Example Two

- *Complex behaviours*
- 13 year old Aboriginal boy with child protection history since 2000 including father's sexual abuse of a sibling, inappropriate physical discipline, neglect of the child's needs, parental drug and alcohol abuse, lack of boundaries for behaviours, and the child's own marijuana use.
- The child has been described to have low cognitive functioning, an intellectual impairment, drug-induced psychosis, oppositional defiance disorder and psychotic behaviour. The child was observed to eat other children's sores and defecate himself in public. He was engaging in high risk activities such as sniffing of paint and petrol and continued marijuana use. He had aggressive behaviours including spitting at and kicking hospital staff, and also smeared faeces over the hospital walls. He had previously assaulted a sibling with an implement.
- The child had broken down two previous placements before entering TP.
- Since entering the transitional placement his behaviours had begun to stabilise to the point where he was no longer required to have fortnightly injections of anti-psychotic medication.
- His previous aggressive and high risk activity behaviours had ceased, and he was engaging well in school. The goal of the transitional placement now is to transition the child into a grants-funded residential care model.

## Attachment 12(f)

	<b>30-Jun-12</b>	
<b>Living Away From Home</b>	<i>estimated</i> <b>8,400</b>	
<b>Placements</b>	<i>approved aplaces</i>	<b>%</b>
<b><i>Moderate to high support needs</i></b>		
- Departmentally delivered Foster & Kinship Care <i>plus</i> Other LAFH	2,134	25.4%
- NGO delivered Foster & Kinship Care	4,812	57.3%
- Supported Independent Living	100	1.2%
- Indigenous Safe Houses	54	0.6%
<b><i>Sub-total moderate to high</i></b>	<b>7,100</b>	<b>84.5%</b>
<b><i>Complex to extreme support needs</i></b>		
- Intensive Foster Care	586	7.0%
- Residential Care	402	4.8%
- Therapeutic Residentials	22	0.3%
- Transitional Placements	290	3.5%
<b><i>Sub-total complex to extreme</i></b>	<b>1,300</b>	<b>15.5%</b>
<b>Total</b>	<b>8,400</b>	<b>100%</b>

*internally  
supported*

QUEENSLAND CHILD PROTECTION  
COMMISSION OF INQUIRY

**Attachment Marking**

This and the preceding 28 pages is the annexure mentioned and referred to as

“ATTACHMENT 12” in the statement of BRADLEY SWAN taken on 10/08/2012.



Witness signature



Signature of officer

# Carer approval key steps and indicative timeframes

Expression of interest (EOI)

Pre-application

Application for approval (APA)

Training

Screening & Blue Card

Assessment

Decision

These steps may occur concurrently but must be completed prior to decision to approve or refuse carer

## Key steps

- Person lodges an Expression of Interest (EOI) with Foster Carer Recruitment Central Intake Team (or CSSC if Kinship carer).
- Central Intake Team sends person an information kit

- Applicant may have the option to attend an information session, where offered by region/agency.
- Initial interview, household safety study and carer applicant health and wellbeing questionnaire

### For provisional approval only

- Mandatory requirements of household safety study

- Applicant lodges APA.

- Applicants must complete 12 hours of pre-service training.
- The requirement to complete this step is waived for Kinship carer applicants.
- Carers often attend training prior to lodging APA to help decide whether to proceed with APA, and to reduce the potential for training to delay the approval process.

### For provisional approval only

- Personal and criminal history checks conducted by CSU
- Blue Card not required

- Central Screening Unit (CSU) conducts personal history checks.
- If applicant is deemed eligible to progress, CSU forwards Blue Card forms to CCVPCG

- Assessment interviews with applicants, their children and other adult household members.
- Medical and referee checks, at manager's discretion.

### For provisional approval only

- Brief assessment of the applicants ability to provide care in accordance with legislated statement of standards and protect the child from harm

- CSSC manager may approve for 60 days with possible extension of further 30 days. RD approves where criminal history results are not yet available from CSU.

## Indicative Timeframes

Varies greatly

Approx 6-7 months  
These steps will occur concurrently

Training takes approx 3-4 months to complete

Outcome approx 4 months after APA lodged

Assessment takes approx 3-4 months

Decision made approx 6-9 months after APA lodged

- From lodging EOI to lodging an APA, the timeframe is entirely dependent on whether the applicant decides to proceed with applying and when they do so.
- The timeframe for approving a carer is typically counted from when the APA is lodged.

- Training is a total of 12 hours in length and is often offered over 5-6 nights in 2-3 hour blocks. Applicants complete worksheets, which can add time to the overall process.
- Applicants must complete training prior to approval, but may complete it at any stage prior to approval.

- The vast majority of applications are sent to CSU immediately. CSU usually conduct personal history checks in a couple of days and forward the Blue Card forms to CCVPCG immediately after.
- CCVPCG conducts most (77%) blue card checks within 90 days of APA. Of the remaining 23%, most are completed within 150 days of APA.

- Assessments typically take a few months, to conduct interviews, write the report, consider outcomes of referee and medical checks, and follow up on additional information.
- Child Safety Services has 90 days to decide an APA after it is lodged. The CSSC manager may make an extension to this timeframe in agreement with the applicant.
- The majority (77%) of applications are decided within 180 days after APA lodged. However a substantial proportion take longer. In some instances, decisions may take approximately one year.

## Potential delays

- Carers may be unable to attend appointments for information sessions. Interviews and training (due to busy schedules, uncertain motivation, availability of sessions, and issues related to rural and remote locations)
- The conduct of initial interviews, household safety studies and health and wellbeing questionnaires are dependent on the availability of applicants and staff.

- The length of time between EOI and APA is at the applicant's discretion. Delays between EOI and APA may be caused by circumstances in the carer's personal life (travelling, business, family matters etc.).
- This step may be delayed by carers not properly completing the application (completing documents, providing valid identification).

- Dependent on when training sessions are being offered. Applicants may receive one-on-one training where group training is not available.
- Carers not being available to complete 12 hours of training or not completing worksheets may cause delays to the process.

- CSU may require additional information from applicants and adult household members to progress personal history checks.
- CCVPCG may require additional information from applicants and adult household members to progress blue card checks.
- There may be delays in CCVPCG receiving results of interstate and international screening checks.
- Complex criminal histories may take time for CCVPCG to assess.

- Capacity constraints (staffing levels of local PSU, foster and kinship care services, and other agents).
- Carer may refuse to sign the assessment report as a result of conflicting views.
- This step involves time consuming work (interviewing, writing report, following up on additional required info).
- Adult household members may not be willing and able to participate in interviews.

- CSSC manager may require further information from what has been provided for decision making.

QUEENSLAND CHILD PROTECTION  
COMMISSION OF INQUIRY

**Attachment Marking**

This and the preceding 21 pages is the annexure mentioned and referred to as

**“ATTACHMENT 13”** in the statement of BRADLEY SWAN taken on 10/08/2012.



Witness signature



Signature of officer