

# Schedule 3 – Payment Provisions

This Schedule sets out the payment mechanism that DCJ will use to calculate the Service Payment payable to the Service Provider.

Service Provider Name	«Provider_name»
PLA ID	«PSP_PLA_ID»
Program	Family Preservation Program

## 1. Introduction

This Schedule operates as follows:

- (a) section 3(a) of this Schedule 3 sets out how the Service Provider will be remunerated in accordance with clause 4 of the Program Level Agreement for the relevant Service(s);
- (b) the Service Provider Declaration is set out in section 4 of this Schedule 3;
- (c) the Service Price List is set out in Appendix A of this Schedule 3; and
- (d) the Service Delivery Volume is set out in Appendix B of this Schedule 3.

## 2. Definitions

For the purposes of this Schedule 3, the Definitions set out in the Program Level Agreement will apply as supplemented by the following definitions:

**Actual Vacancy** means either:

- (a) the difference, if any, between a Service Provider's Contracted Volume and Actual Volume; or
- (b) a Placement that is vacant and the DCJ Representative has provided written approval to fund that placement through a Baseline Package Payment in the relevant Quarter.

**Actual Volume** means the number of Children and Young People receiving the Service from the Service Provider under this Agreement over the Service Delivery Period.

**Baseline Package** means the package based on the cost to coordinate supports and is paid for each Placement in the Service Provider's Contracted Volume.

**Baseline Package Fee** means the fee described in Table 3 of Appendix A that is payable for each Baseline Package.

**Case Coordination** means coordinating the provision of Services to a child, young person and family who have a Case Plan Goal Package of Family Preservation.

**Case Plan Goal Package** means each Child or Young Person will have a determined Case Plan Goal. This package includes costs based on Services required to achieve the Case Plan Goal. For family preservation packages there will be one Case Plan Goal Package per family.

**Child Needs Package** means Services required to address the specific needs of the Child or Young Person. This is determined by the Child Assessment Tool.

**Contracted Volume** means the maximum volume that the Service Provider will be contracted for as described in Appendix B.

**Expected Vacancy** means either:

- (a) the difference between a Service Provider's Actual and Contracted Volumes as at the first date of the relevant Quarter; or
- (b) where there is no Contracted Volume, the number of vacant placements that the DCJ Representative (with absolute discretion) has requested a Service Provider maintains during the relevant Quarter.

**Family** is a household group where a child and their siblings are living with and being cared for by one or both birth parents; one or more children, who may or may not be related, are living with and being cared for by one of their birth parents and that parent's partner; a child is living with and being cared for by, one or both adoptive parents; or A child is living with a relative or kin under an informal arrangement which the birth parents have agreed to.

**Payment Reconciliation Date** means the date at which payments are reconciled for performance against the Service Requirements, once each Quarter.

**Placement** means the service provided by a Service Provider for a single Child or Young Person. A Placement may be either filled, in which case the Services are actually being provided, or it may be vacant, in which case the Service Provider has the necessary resources available to provide Services, but the Services are not being provided.

**Service Delivery Period** means the period of time that a Service Provider must provide continuous Services to be eligible for the Service Payment for that period.

**Service Payment** means an activity based payment calculated based on Actual Volume in care at the time of payment with a reconciliation of any over or underpayment that occurred in the previous Quarter.

**Service Price to apply from the Service Start Date** means the fixed price list, from which Service Providers will be paid for Services undertaken subsequent to the Service Start Date.

**Service Requirements** means a detailed set of Family Preservation Services to be provided by Service Provider, as set out in this Agreement.

### 3. Service Payments

- (a) The payment arrangements set out in section 3 of this Schedule take effect in accordance with clause 4 of the Program Level Agreement for the relevant Service(s).

#### 3.1 Funding Package Payment

- (a) The Funding Package Payment is a fixed annual amount per Actual Volumes delivered by the Service Provider. The Funding Package Payment will be paid Quarterly in advance (equally weighted) but reconciled at the Payment Reconciliation Date for any over or underpayments that occurred in the previous Quarter. An adjustment to this payment may be required due to changes in Contracted Volume.
- (b) The Funding Package Payment is an activity-based payment, calculated based on Actual Volume over the Service Delivery Period.
- (c) The Funding Package Payment will be calculated as an aggregation of the individual Child or Young Person payment (based on the Child or Young Person's circumstances) that together make up the Service Provider's Actual Volume. Individual Child payments will be made up of:
  - (i) the relevant Case Plan Goal Package, which funds for the achievement of a permanency goal for each child and young person, where the quantum is specified in Table 2 (Appendix A);
  - (ii) the relevant Baseline Package, which allows for the 'baseline' costs to support a Child or Young Person, where the quantum is specified in Table 3 (Appendix A); and

- (iii) the relevant Child Needs Package, which allows for the provision of Services that address the differing needs of Children and Young People, where the quantum is specified in Table 4 (Appendix A).
- (d) Funding of the Case Plan Goal Package is time-bound to facilitate the movement of Children and Young People to permanency. In particular, the Family Preservation packages are all funded for a period of up to two years from the commencement of the Case Plan Goal. Extensions to time may be granted by DCJ delegated approval at the Executive Director level.
- (e) Children and Young People with Case Plan Goal Package of Family Preservation at the start of the Service Start Date will have their Case Plan Goal Packages cease at the earlier of either:
  - (i) two years from the start of the Case Plan Goal Package (if unknown, Placement start date); or
  - (ii) the date that DCJ and the Service Provider agree the Case Plan Goal is achieved.
- (f) For Children and Young People whose Case Plan Goal is determined after the commencement of the Term, the Case Plan Goal Package will be paid on and from the commencement of the Case Plan Goal. The Case Plan Goal Package payment for each Child or Young Person will be paid with the next payment after the Child or Young Person is placed and Case Plan Goal commences.
- (g) Where the Child or Young Person's Case Plan Goal Package changes as a result of a final assessment by DCJ, the Case Plan Goal Package will change to reflect the new Case Plan Goal, and the relevant maximum payment period will be extended from that date. The length of the extension will be determined by DCJ, based on DCJ's assessment of the remaining effort required to achieve the Case Plan Goal.
- (h) Where the Child or Young Person has moved to the Service Provider from another Service Provider, the maximum payment period may be extended from that date at DCJ discretion. The length of the extension will be determined by DCJ, based on DCJ's assessment of the remaining effort required to achieve the Case Plan Goal.
- (i) Case Coordination can be incorporated at the start of and throughout the duration of Case Plan Goal packages for Preservation.
- (j) The applicable Child Needs Package is determined by DCJ. Child Needs Packages are time-bound for a period of up to two years, but may be varied by DCJ if and when the assessed needs of the Child or Young Person change. Differential needs package amounts recognise that Children and Young People will have differing needs, requiring different intensity of support. Child Needs Package is no longer applicable at the date that DCJ and the Service Provider agree the Case Plan Goal is achieved.
- (k) Funding Package Payments will be made to Service Providers on a Quarterly basis in advance, and subsequently reconciled at the Payment Reconciliation Date for any over or underpayments that occurred in the previous Quarter. An adjustment may be required due to:
  - (i) changes in volumes (including adjustments made by DCJ in accordance with PLA clause 6 during the Quarter).
- (l) The Funding Package Payment will be reconciled to the Service Delivery Period to ensure the correct level payment is made based on actual Service delivered.

#### 4. Service Provider Declaration

I have read, understood and agree with the Schedule 3 Payment Provisions as it relates to the Program Level Agreement.

**Service Provider: «Provider\_name»**

Delegated Signatory

Name:

Position in Organisation:

Date:

Signature:

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**Department of Communities and Justice:**

Delegated Signatory

Name:

Position in Organisation:

Date:

Signature:

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## Appendix A: Service Price List

### Service Prices from the Service Start Date

The subsequent four sections of this Appendix set out the component parts of the Permanency Support Program's Service Price for the Family Preservation Funding Package.

For the avoidance of doubt, eligibility for the five component parts of the Service Price has been summarised in Table 4 below.

The amounts in this section include indexation for 2022/23, and so further indexation will not apply in that financial year.

**Table 1: Overview of eligibility for payments**

Component parts	Eligibility for payment
<b>1) Service Payment</b> , comprising of: a) Case Plan Goal Package (section 3.1), b) Baseline Packages (section 3.2), and c) Child Needs Packages (section 3.3).	For Preservation Service Providers, the Service Payment is comprised of: a) Case Plan Goal Package; b) Baseline Packages; and c) Child Needs.

The quantum and units for payments described above are set out below.

### Case Plan Goal Package

**Table 2: Case Plan Goal Package**

	Units	Day	Annual
Family Preservation	per Family	\$121.77	\$44,446.05

### Baseline Package

**Table 3: Baseline Package**

	Units	Day	Annual
Case Coordination (Family Preservation)	per Family	\$49.46	\$18,052.90

### Child Needs Packages

**Table 4: Child Needs Packages**

	Units	Day	Annual
Low needs	per Child or Young Person	\$14.15	\$5,164.75



## **Appendix B: Service Delivery Volume**

Appendix B sets out the Service Provider's Contracted Volumes for Family Preservation Services. The parties acknowledge and agree that the Contracted Volume set out in this Appendix may be varied by DCJ in accordance with clause 6 of the Program Level Agreement.

Tables