
**COMMUNITY SERVICES, DEPARTMENT OF
FAMILY AND COMMUNITY SERVICES NSW**

Program Level Agreement

DRAFT

**The Minister for Family and
Community Services, for and on
behalf of the State of New South
Wales, acting through the
Department of Family and
Community Services**

AND

**[Insert name of Service Provider]
*ABN [insert]***

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DRAFT

Program Level Agreement

Date

Program: [insert name of program]

Program Level Agreement: [Insert PLA Name]
[Insert ID]

Parties

First party

Name The Minister for Family and Community Services, for and on behalf of the State of New South Wales, acting through the Department of Family and Community Services, Community Services Division (**Community Services**)

ABN [insert]

Contact [insert]

Telephone [insert]

Second party

Name [insert full legal name of service provider] (**Service Provider**)

ABN [insert]

Contact [insert]

Telephone [insert]

Postal address [insert]

Operating Name [insert]

Background

- A. Community Services and the Service Provider are party to a Funding Deed.
- B. The Service Provider offers to provide the Services described in this Program Level Agreement, on the terms and conditions set out in the Funding Deed and this Program Level Agreement, as and when directed by Community Services.
- C. Community Services, with the agreement of the Service Provider, may issue a Service Delivery Schedule in writing, which may be varied from time to time.
- D. The Service Provider agrees to provide the Services as may be directed and as may be varied by Community Services from time to time.

Operative part

1 Terms

1.1 Commencement and duration

This Program Level Agreement commences on the Service Start Date and, unless terminated earlier, continues until the Service End Date.

1.2 Terms and Conditions

The terms and conditions of this Program Level Agreement are set out in:

- a. Clauses 2.3 to 24 of the Funding Deed;
- b. This Program Level Agreement; and
- c. Any Service Delivery Schedule.

2 Service Details

2.1 Service Start Date and End Date

- a. The Service Start Date is [insert].
- b. The Service End Date is [insert].

2.2 District

The District administering the Services is [insert].

2.3 Geographic Coverage

The Geographic Coverage for the Services is as follows:

Local government areas to be covered	If the area to be covered is smaller than the local government area, please specify the area
[insert]	[insert]
[insert]	[insert]

2.4 Client Group

The client group/s for the Services are outlined in the Program Guidelines, Service Delivery Schedule, or other documentation including other procurement documentation.

2.5 Service Levels

The following table shows the maximum number of Services that Community Services may direct the Service Provider to provide under this Program Level Agreement:

Financial Year	Type of Service	Maximum Quantity	Unit Measure	Unit Price	Total Funds
[insert]	[insert]	[insert]	[insert]	[insert]	[insert]
[insert]	[insert]	[insert]	[insert]	[insert]	[insert]

3 Services

3.1 Services

The Service Provider must provide the services outlined in this Program Level Agreement in accordance with:

- a. this Program Level Agreement;
- b. Funding Deed;
- c. Program Guidelines;
- d. any implementation plan approved by Community Services; and
- e. if Community Services and the Service Provider agree to a Service Delivery Schedule, the Service Provider must deliver the services in accordance with the Service Delivery Schedule.

3.2 Service Delivery Schedule

Any Service Delivery Schedule issued under clause 3.1e must be materially consistent with this Program Level Agreement, in particular the Service Details in clause 2.

4 Funds

4.1 Funds

- a. Community Services will pay the Service Provider Funds, based on the Services actually provided by the Service Provider, in accordance with the Funding Deed and this Program Level Agreement.
- b. The Funds payable by Community Services to the Service Provider will be based on the service levels specified in clause 2.5 and any Service Delivery Schedule issued by Community Services from time to time.
- c. The agreed maximum Funds payable by Community Services to the Service Provider at commencement of this Program Level Agreement are:

Financial Year	Type of Funds	Total Maximum Funds
[insert]	[insert]	[insert]

- d. Community Services will pay Funds to the Service Provider quarterly unless otherwise negotiated.
- e. Community Services may also agree to pay the Service Provider an amount of one-off funding. Any such payment will be subject to the terms and conditions of this Program Level Agreement and the Funding Deed.
- f. At the end of each financial year, or at any time during the year, Community Services may reconcile the Funds paid to the Service Provider against the level and number of Services provided by the Service Provider during that financial year. Community Services may

require the Service provider to repay Funds, in accordance with clause 8.2 of the Funding Deed.

5 Performance Measures

The Service Provider must meet or exceed the Performance Measures specified in the Program Guidelines, Service Provision and Practice Guidelines, contract and performance frameworks, or as otherwise notified by Community Services from time to time.

6 Data Collection

6.1 Data Collection

- a. The Service Provider must collect and provide the following information to Community Services:
 - i. Information required to report on the Service Provider's Performance against the Performance measures, as outlined in the Program Guidelines and contract and performance frameworks, or as otherwise notified by Community Services from time to time;
 - ii. Information relating to the delivery of all services contracted under this Program Level Agreement.
 - iii. Information in accordance with any data collection requirements outlined in the Program Guidelines; and
 - iv. Information required for surveys or research authorised by Community Services.

7 Insurance

7.1 Insurance

In accordance with (and in addition to the requirements of) clause 18.1 of the Funding Deed, the Service Provider must take out and maintain insurance as follows:

- a. Public liability insurance, for at least \$10 million, commencing on the Service Start Date and continuing for a period of [insert – for example 3 years from the Service End Date]; and
- b. Professional indemnity insurance, for at least \$10 million, commencing on the Service Start Date and continuing for a period of [insert].
- c. workers' compensation insurance; and

8 Indemnity

8.1 Indemnity

The Service Provider's indemnity is specified in clause 18 of the Funding Deed.

9 Special Conditions

Special Conditions relating to this service may be listed here if required:

10 Relationship between parties

- a. Nothing in this Program Level Agreement:
 - i. constitutes a partnership between the parties; or
 - ii. except as expressly provided, makes a party an agent of another party for any purpose.
- b. A party cannot in any way or for any purpose:
 - i. bind another party; or
 - ii. contract in the name of another party.
- c. If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

11 Variation

A provision of this Program Level Agreement can only be varied by a later written document, including but not limited to a Service Delivery Schedule, executed by or on behalf of all parties.

12 No assignment

A party cannot assign or otherwise transfer its rights under this Program Level Agreement without the prior written consent of the other party.

13 Counterparts

This Program Level Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

14 Legal expenses and stamp duty

- a. Each party must pay its own legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Program Level Agreement.
- b. Each party must pay all stamp duty assessed on or in relation to this Program Level Agreement and any instrument or transaction required by or necessary to give effect to this Program Level Agreement.

15 Invalidity

- a. A word or provision must be read down if:
 - i. this Program Level Agreement is void, voidable, or unenforceable if it is not read down;
 - ii. this Program Level Agreement will not be void, voidable or unenforceable if it is read down; and
 - iii. the provision is capable of being read down.
- b. A word or provision must be severed if:
 - i. despite the operation of clause 15a, the provision is void, voidable or unenforceable if it is not severed; and

- ii. this Program Level Agreement will be void, voidable or unenforceable if it is not severed.
- c. The remainder of this Program Level Agreement has full effect even if clause 15b.i or 15b.ii applies.

16 Waiver

A right or remedy created by this Program Level Agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

17 Survival after termination

Clauses 7 and 8 continue to apply after expiration or termination of this Program Level Agreement.

18 Governing law and jurisdiction

- a. The laws applicable in New South Wales govern this Program Level Agreement.
- b. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

19 Definitions

In this Agreement, unless the context indicates a contrary intention:

Funds means the funds to be calculated in accordance with the Service clause of this Program Level Agreement.

Funding Deed means the funding deed between Community Services and the Service Provider.

Program means the Program as described in the Program Guidelines and this Program Level Agreement.

Service Details means the details contained in clause 2 of this Program Level Agreement.

Program Guidelines means the guidelines for this Program contained at www.community.nsw.gov.au as may be amended by Community Services from time to time.

Program Level Agreement means this Agreement.

Services means services within the parameters of the Service Details, and more fully described in the Program Guidelines.

Service Delivery Schedule means a service delivery schedule, and any attached orders, issued by Community Services to the Service Provider, and as may be varied from time to time.

Service End Date means the date specified in clause 2.1a.

Service Start Date means the date specified in clause 2.1b.

Signed, sealed and delivered by

.....
[Print Name of authorised representative]

and

.....
[Print Name of authorised representative]

as authorised representatives for

[Insert Provider name]

ABN: [Insert provider ABN]

who warrant that they are duly authorised to
execute this document on behalf of

[Insert Provider name]

ABN: [Insert provider ABN]

.....
Signature of Authorised Representative

.....
Signature of Authorised Representative

.....
Date

.....
Date

Signed, sealed and delivered by

.....
Print name of authorised representative
as authorised representative for the
**Minister for Family and Community
Services, for and on behalf of the State of
New South Wales, acting through the
Department of Family and Community
Services**, in the presence of:

.....
Signature of Authorised Representative

.....
Signature of Witness

.....
Date

.....
Print name of Witness