

Minister for Education
Minister for Children and Youth
Minister for Disability Services



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03 FEB 2026

Ms Jenny Mannering
Inquiry Secretary
Jenny.Mannering@parliament.tas.gov.au

Dear Ms Mannering

Thank you for the opportunity to provide the Question on Notice response to the *Recommendations of Final Report of the Commission of Inquiry - Joint Sessional Committee* following the hearing on 8 December 2025.

As the Minister for Children and Youth, I am pleased to provide the following information, including supporting detail at Attachments 1 and 2 as my formal response to the Question on Notice advice forwarded by the Committee Chair, Hon Meg Webb MLC on 17 December 2025.

I trust the following information satisfies the Committee's queries and provides assurance of my commitment as Minister for Children and Youth to the safety and wellbeing of Tasmanian children and young people.

QUESTION: 1

In relation to government-funded programs providing intra or interstate travel for participants who are children and young people, what is the travel policy that applies to participants who are on care and protection orders, and what is the travel policy or other oversight/risk management/reporting that applies to travel participants who are not on care and protection orders?

ANSWER:

For any child or young person who is subject to a Care and Protection Order (CPO), *interstate* travel must be approved in writing by the Executive Director, Services for Children, Youth and Families, Department for Education, Children and Young People (hereon referred to as the department), prior to the travel occurring.

The Executive Director is a delegate under the *Children, Young Persons and Their Families Act 1997 (Tas)* to perform this role on behalf of the DECYP Secretary. This requirement includes children and young people subject to a CPO with Guardianship to the Secretary and participating in a Tasmanian Government-funded program, delivered by an external, non-government organisation requesting interstate travel.

For any child or young person who is subject to a Care and Protection Order (CPO), *intrastate* travel requests are discussed between the carer and the relevant departmental Child Safety Officer (CSO), who is authorised to approve intrastate travel requests on behalf of the department. The CSO will escalate requests to a senior departmental staff member for advice and/or decision, as necessary.

All requests are considered on a case-by-case basis considering the individual needs of the child or young person, including risks and safety issues. The final decision is informed by discussion and agreement through the relevant Child Safety Services (CSS) staff. A recommendation is made to the Executive Director, Services for Children, Youth and Families, for approval of interstate travel requests.

For children and young people who are *not* subject to a CPO but are referred by the department to a government-funded program, consent for intra and interstate travel is sought from the child or young person's parent or legal guardian by the relevant non-government organisation, prior to the travel occurring. This process is managed by the funded organisation.

The government safeguards children and young people through monitoring and reporting, according to the current funding agreement between the Tasmanian Government and the organisation, including escalation of child safety matters to the relevant authorities.

QUESTION: 2

Please provide the request for quotation relating to the evaluation of the JCP program. Please provide the terms of reference for the JCP Youth evaluation, and if not available now, at the earliest opportunity.

ANSWER:

The commitment to independently evaluate the JCP Youth BEAST program is included in the funding agreement between JCP Youth and the Tasmanian Government.

A copy of the evaluation Request for Quotation (RFQ) is provided (Attachment 1).

The RFQ includes 'specification applicable to services' on pages 6 to 8 of Attachment 1. The evaluation will be delivered as outlined in the RFQ, according to Tasmanian Government procurement processes and requirements.

QUESTION: 3

Please provide the policy relating to the use of body scanners at AYDC.

ANSWER:

The *Personal Searches of Young People at AYDC Procedure* outlines the relevant requirements governing the use of body scanners at Ashely Youth Detention Centre (AYDC). This includes legislative requirements, instructions for conducting searches using the body scanning equipment, and associated observation and documentation requirements.

Detailed departmental AYDC operational procedures are not routinely released as they contain security-sensitive information. Public disclosure of procedural information relating to the current custodial youth detention facility may compromise the safety of children and young people and staff at AYDC. This approach is consistent with established practice across custodial and protective service settings, where detailed operational policy and procedures are not made public due to safety and security risks.

AYDC operational policies and procedures are provided in confidence to monitoring bodies on request, including the Commissioner for Children and Young People, as part of regulatory functions. The department consults with children and youth oversight bodies on a regular basis as part of operational policy review and update processes.

The government seeks to balance transparency with its statutory obligations in accordance with the *Youth Justice Act 1997* (s25A- 25L; Searches) to protect children and young people and ensure safe and effective service delivery.

QUESTION: 4

At AYDC room checks are required to be undertaken and documented as per policy - please provide information on whether there is an auditing process to check on whether room checks actually occur as documented and according to policy.

ANSWER:

All physical room checks at AYDC are undertaken and documented in the Youth Justice Plus (YJPlus) system in accordance with the *Youth Justice Act 1997* and the *AYDC Supervision and Movements Procedure*.

While there are currently no formal auditing arrangements in place to monitor compliance, AYDC Operations Management staff conduct impromptu spot checks using CCTV footage to verify that room checks are completed as recorded in YJPlus.

Further work is underway through the newly established Office of the Chief Practitioner within the department, to review and establish appropriate quality assurance and audit processes at AYDC.

QUESTION: 5

How many staff typically go out on each JCP Youth night-time patrols?

ANSWER:

JCP Youth use the term 'Youth Response' when referring to afterhours engagement with young people participating in its programs and activities, and who may be at risk.

The JCP Youth 'Youth Response' staffing levels vary depending on need. It is standard practice for two JCP Youth facilitators to be actively working 'Youth Response' in the evenings, supported by an additional two staff members available on-call. This ensures appropriate coverage, support, and safety for both staff and participants.

QUESTION: 6.

How many lockdowns for operational reasons have there been at AYDC in the last six months? Please provide a breakdown of these lockdowns according to categories, for example (but not limited to) major incidents and staff shortages.

ANSWER:

The AYDC centre-wide 'lockdowns' are applied only as a last resort to ensure the safety and security of everyone at the centre, and to maintain community safety and managed according to the *Youth Justice Act 1997*.

Since the implementation of YJPlus in August 2025, seven centre-wide 'lockdowns' have occurred at AYDC in response to major incidents requiring immediate risk management to ensure the safety of everyone. The Deputy Secretary, Child Safety and Youth Justice Operations is notified by the Director, Custodial Youth Justice Services when a centre-wide 'lockdown' is initiated. The Deputy Secretary is responsible for notifying the Secretary, and children and young people oversight bodies.

In some instances, centre-wide restriction of young person movements occurs in response to unplanned staffing impacts, including unplanned staff leave, affecting the safe operation of the Centre. In these cases, all young people have coordinated and safe access to programs and recreational activities at managed intervals throughout the day.

Operational isolation data recorded in YJPlus is focused on individual isolation events, including duration and cause, rather than whole-of-centre operational responses, including centre-wide 'lockdowns' or restriction of young people's movements, for example due to staff shortages. Recording of individual isolation incidents allows oversight of care, support and practices at the Centre relating to individual young people. The practice ensures the rights of children and young people at AYDC are upheld and assurance that isolation and restriction of movement around the Centre is only used when safety and security is at risk and not used as punishment.

The government is focused on continuous improvement of data quality and reporting capability of YJPlus following the implementation of the new information system in August 2025.

QUESTION: 7

Please provide the policy around the use of force at AYDC, as well as any general policy on the use of force at AYDC.

ANSWER:

The department's *Responding to Unsafe Behaviour a Whole-of-Agency Policy Position* (Attachment 2), released in October 2025, outlines the consistent mandatory requirements for all departmental sites and settings and is grounded in safety, legality, and best practice.

The specific operational procedure documents relating to the use of force at AYDC include the *Use of Physical Force Procedure* and *Use of Mechanical Restraints (Handcuffs) Procedure*.

As noted in the response to question 3, detailed departmental AYDC operational procedures are not routinely released as they contain security-sensitive information. Public disclosure of procedural information relating to the current custodial youth detention facility may compromise the safety of children and young people and staff at the AYDC. This approach is consistent with established practice across custodial and protective service settings, where detailed operational policy and procedures are not made public due to safety and security risks.

AYDC operational policies and procedures are provided in confidence to monitoring bodies on request, including the Commissioner for Children and Young People, to support regulatory functions. The department consults with children and youth oversight bodies on a regular basis as part of operational policy review and update processes.

QUESTION: 8

In relation to children in OOHC, are you aware of any instances of children staying in hotels, caravan parks or in tents?

ANSWER:

Child safety and wellbeing is a priority for government. Neither my office or the department is aware of any children or young people in out-of-home care (OOHC) currently residing in hotels, caravan parks, or tents.

There have been limited instances where the department has funded hotel accommodation costs relating to vulnerable families in specific circumstances, which may include children and young people in OOHC placements, such as:

- A child or young person temporarily staying with a parent or guardian for safety reasons (for example, in the context of family violence), or
- Short-term arrangements due to property damage impacting a placement.

The safety and security of the children and young people in care is the priority for the government and my department when making decisions.

The safety of children and young people remains firmly at the core of my work, and this government remains committed to the delivery of the Commission of Inquiry recommendations so that all children, young people and families may have bright lives and positive futures.

Thank you again for the opportunity to provide additional information following the Commission of Inquiry Joint Sessional Committee held on 8 December 2025.

Should you need to contact my office please email minister.palmer@dpac.tas.gov.au.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Jo Palmer'. The signature is written in a cursive style with a large, looping initial 'J'.

Hon Jo Palmer MLC
Minister for Children and Youth

REQUEST FOR QUOTATION (RFQ) CONSULTANT SERVICES

RFQ 3 (Version 2024-01) for use with the Tasmanian Government's
'Consultant Services SCC: Version 2021-01'



SUPPLY OF REVIEW OF JCP YOUTH LTD BEAST PROGRAM – CONSULTANCY SERVICES

RFQ Unique Reference ID:	DECYP 2336
RFQ issue date:	7 November 2025

Part A: RFQ Overview

Pursuant to this RFQ, the Principal (named below) seeks Quotations, from potential suppliers, for the supply of the Services set out in the Contract Information Table in Part C.

Lodgement of Quotation: Details about how to lodge a Quotation are set out in the RFQ Information Table in Part B.

Conditions of Quotation: The Conditions of Quotation in Part D are the conditions upon which the Principal is prepared to receive and evaluate Quotations from potential suppliers. The RFQ Information Table in Part B also forms part of the Conditions of Quotation. Failure to observe the Conditions of Quotation may result in a Quotation being rejected by the Principal.

Conditions of Contract: The Tasmanian Government's 'Consultant Services SCC: Version 2021-01' (the **Conditions of Contract**) will apply to, and form part of, the contract for the delivery of the Services.

A copy of the Conditions of Contract can be located at <www.purchasing.tas.gov.au> or a copy obtained from the Contact Officer.

The Contract Information Table also forms part of the Conditions of Contract.

Quotation Form: The Quotation Form in Attachment 1 is a required form that must be completed. A Quotation may be rejected if the Quotation Form is not used. A Quotation must contain (or be accompanied by) all of the information and details required by this RFQ.

Enquiries: Enquiries, and requests for further information, about this RFQ, should be directed to the Contact Officer as follows:

Contact Officer: Helen Montgomery
Telephone: 03 6166 0340
Email: helen.montgomery@decyp.tas.gov.au

Warning: This RFQ must only be used for consultant services (including professional services).

Part B: RFQ Information Table

RFQ issued by:

This RFQ is issued by **The Crown in Right of Tasmania** (the **Principal**).

The Department responsible for the procurement is the Department for Education, Children and Young People.

Closing time for lodging a Quotation:

A Quotation must be lodged, in accordance with this RFQ, on or before 2:00pm (AEDT) on 21 November 2025 (the **Closing Time**). The Principal has the right to extend the Closing Time.

Pre-quotation briefing session details:

No intention for a pre-quotation briefing session to be held.

Background information relating to this RFQ:

The Tasmanian Government upheld its commitment to support diversionary programs for at-risk young people, signing a Funding Agreement between the Department for Education, Children and Young People (DECYP) and JCP Youth Ltd (JCP Youth) on 3 February 2025.

Through the delivery of the BEAST Program (JCP Youth's core program), JCP Youth is focused on delivering interventions to young people "who are at risk of referral to, or escalation within, the Child Safety System or Youth Justice System". As outlined on JCP Youth's [website](#), "[BEAST] Program outcomes specifically aim to positively influence a participant's educational attendance rates, build employable skills, reduce youth offending and provide an opportunity to have fun and connect with positive people".

JCP Youth's BEAST Program is a 12-month long, high-intensity program for young males aged 11-17. As noted on the JCP Youth website, the BEAST Program includes:

- Intensive Mentorship, Programming and Engagement
- Case Management
- 24/7 Advice and Emergency Response
- Emergency Respite Accommodation
- Outdoor Recreational Programs and Camps (e.g. the Blackout Program)
- Opportunity for Interstate Engagements and Programming
- Content Delivery

Through this funding agreement, JCP Youth have been funded \$3.7 million over three years to expand their engagement with at-risk young people statewide, through their established BEAST Program.

The funding directly supports 54 program placements within the BEAST Program, for young people referred from the Department for Education, Children and Young People (18 placements per year, for three years). These are equitably distributed across the South, North, and North West of the state, with flexibility to prioritise areas of greatest need.

The funding also provides additional resources that allow JCP Youth to continue engaging a further 36 young people through community-based referrals within its existing service model

It is a requirement of the Funding Agreement for the JCP Youth BEAST Program to be evaluated, including the Departmental funded services, as delivered by JCP Youth through their BEAST Program.

Key Terms:

N/A. Additional context on JCP Youth's BEAST Program is available on their [website](#).

Sequencing and rationale:

N/A

Place and method of lodging a Quotation:

A Quotation must be lodged as follows:

By email at quotes@decyp.tas.gov.au

Status of Quotation:

A Quotation lodged by a potential supplier in response to this RFQ constitutes an offer by the potential supplier to deliver the Services.

The Quotation Form in Attachment 1 may require a Quotation to remain valid and capable of acceptance, by the Principal, for the period specified in the form.

The acceptance of a Quotation by the Principal, in accordance with this RFQ, will result in a legally binding contract for the delivery of the Services between the Principal and the supplier who lodged that Quotation.

Information to be provided by potential suppliers as part of Quotation:

- The Quotation Form in Attachment 1 duly completed, dated and signed by the potential supplier.
- Overview of potential supplier's relevant expertise and experience, including:
 - examples of previous evaluation/s undertaken, and
 - previous experience submitting high risk applications for ethics approval involving vulnerable populations (Note: If DECYP staff are included in the sample, additional internal ethics approval will likely be required through the Department's Ethics Committee)
- Estimated timeframes up to final delivery of the Services set out in the Contract Information Table in Part C, including project commencement date.
- Evaluation proposal, including potential methodology and framework/s, demonstrating potential supplier's strategy to meet proposed outputs and outcomes, as specified in the Specifications below.
- Name/s and brief background of others anticipated to be part of team undertaking this evaluation (for proactive assessment of conflicts of interest)

Evaluation criteria:

In evaluating Quotations, the Principal may take into consideration relevant factors including: price; the potential supplier's experience; previous performance; capability; safety performance; and conformity with the requirements of this RFQ and relevant Government policies.

The evaluation process will be undertaken against the following evaluation criteria:

1. Demonstrated skills, experience and knowledge of:
 - a. Program evaluation through appropriate frameworks;
 - b. Trauma-informed, evidence informed practices within the Youth Justice system, including interventions for young people (including awareness of relevant, contemporary research undertaken at a state, national and/or international level); and
 - c. Effective stakeholder engagement, including engagement with vulnerable cohorts (e.g. trauma-informed interviewing with children and young people); experience communicating with neurodiverse and cognitively impaired cohorts.

Weighting 40 per cent

2. Ability to complete the work within the required timeframes (Contract Information Table).

Weighting 30 per cent

Evaluation criteria:

3. Price

Weighting 30 per cent

Notification of outcome:

It is anticipated that the successful supplier (if any) will be notified in writing of the outcome of the RFQ process by 18 December 2025. Unsuccessful potential suppliers will be notified at the conclusion of the procurement process.

Special terms and conditions:

The special terms and conditions set out below (each an **RFQ Special Condition**) also form part of this RFQ.

If there is any inconsistency between an RFQ Special Condition and another provision of this RFQ, the special condition overrides the other provision to the extent of the inconsistency.

An RFQ Special Condition is taken not to be inconsistent with another provision of this RFQ if the special condition and the other provision of the RFQ are both capable of being complied with.

RFQ Special Conditions:

There are no RFQ Special Conditions.

Part C: Contract Information Table

IMPORTANT NOTES:

- A.** Potential suppliers should carefully review the Contract Information Table. Among other things, the Contract Information Table:
- Sets out the key variable contract details relevant to the application and operation of the Conditions of Contract to the procurement. (**NOTE:** The Conditions of Contract are incorporated by reference into the Contract).
 - May modify the Conditions of Contract as they apply to the delivery of the Services and in other respects.

- May include additional terms and conditions of contract which will apply to the Contract.
- B.** The Contract Information Table must be read in conjunction with the Conditions of Contract.
- C.** Nothing in these notes affects or limits the operation of clause 16 in Part D of this RFQ.
- D.** A reference in the Contract Information Table to a row also includes a reference to the heading for the row.

Specification applicable to Services:

The Services must comply with, and where applicable, be delivered in accordance with the following specification (the **Specification**):

Note: The Principal is open to the potential supplier's advice when it comes to meeting these requirements, and the suggested sampling techniques, methodologies and evaluative frameworks used.

In scope:

- The experience of 'full' participants in JCP Youth's BEAST Program, including those that have been referred by DECYP through the Funding Agreement. These young people may be current or previous participants (noting that in 2025, there have been 18 young people referred to the BEAST Program by DECYP through the Funding Agreement and there will be another cohort of 18 young people commencing participation through this channel in 2026).
- The experience of these participants across the various components of the BEAST program:
 - Intensive Mentorship, Programming and Engagement
 - Case Management
 - 24/7 Advice and Emergency Response
 - Emergency Respite Accommodation
 - Outdoor Recreational Programs and Camps (e.g. the Blackout Program)
 - Opportunity for Interstate Engagements and Programming
 - Content Delivery
- The processes behind and participant experiences of the recent October Blackout Program.
- Data collected as needed with key stakeholders, including for example:
 - DECYP-referred/funded BEAST participants (past or present) and their families
 - JCP Youth staff (*Note: JCP Youth staff will participate in the evaluation of the JCP Youth BEAST Program, including to inform, provide or facilitate information and data collection as needed. This includes supporting or facilitating previous and/or current BEAST Program participants to engage with the evaluator.*)
 - DECYP staff, including Community and Custodial Youth Justice and/or the Child Safety Service and Strong Families Safe Kids Advice and Referral Line (ARL)
- Information and data held by JCP Youth, including their policies and procedure, the BEAST Program guide, program data, administrative data, and outcome measures.
- Exploration of factors that may lead to a DECYP-referred/funded participant withdrawing from the BEAST Program.
- Any other reasonable evaluation criteria as determined appropriate, in collaboration with the Principal and JCP Youth.

Output:

- Abstract or executive summary
- Introduction, including overview of the theoretical and research foundations underpinning the BEAST Program
- Methodology
- Results and findings, including specific findings relating to the October Blackout program
- Discussion, including implications (e.g. policy implications) and recommendations (e.g. recommendations for program improvement in future)
- Conclusion

Specification applicable to Services:

Potential methodological elements, including sampling

- The potential supplier may wish to consider the benefit of a mixed-methods design being employed, involving both quantitative analysis and qualitative approaches.
- It is recognised by DECYP and JCP Youth that a random, deidentified sampling process will need to be undertaken.

Potential frameworks to be considered

The potential supplier may wish to consider using one or more of the following frameworks:

- Theory of Change
- Program Logic
- Results-based Accountability

Outcomes: Questions the Principal is seeking to have answered through the procurement of this Service:

- **Measuring program fidelity, including gaining a clear understanding of programme practice elements and outcomes, through individual participant and program evaluation**
 - Compared to the BEAST Program's intended outcomes (what JCP Youth says they will do), what outcomes are displayed by/reported by participants (past and present) of JCP Youth's BEAST Program, including the individual program elements listed above?
 - Was the October Blackout Program run in alignment to the BEAST program's intended outcomes, what outcomes were displayed by/reported by participants of the program?
 - Is anyone better off? The potential supplier could consider, but not be limited to evaluating the following areas at determined short and long-term time intervals (included in the Key Performance Indicators outlined in the Funding Agreement):
 - Participants' reduction (or not) in offending behaviour over time
 - Participants' improvement (or not) in one or more risk factor areas over time
 - Participants' personal outcomes as identified in the JCP Youth BEAST Program Guide
 - Participants' (re)engagement with community-based activities (i.e. employment if age-appropriate; formal education and/or training)
- **Funding: evaluating appropriate use of funds and cost-effectiveness**
 - Is the allocated funding through the Funding Agreement being used appropriately?
 - What is the cost-effectiveness compared to detention and other youth justice responses, such as alternative but comparable interventions (nationally and within Tasmania)?
- **Evaluating programme alignment**
 - Is the delivery of the BEAST Program consistent with Child and Youth Safe Standards
 - To what degree does the delivery of the BEAST Program align with current, relevant Tasmanian Government strategies and frameworks (e.g. Youth Justice Diversionary Services Framework)?
 - Is the delivery of the BEAST Program consistent with JCP Youth's own policies, procedures and the BEAST Program Guide?
- **State and national benchmarking**

Specification applicable to Services:

- Determine State and national benchmarking, to be able to compare process and performance of the BEAST Program against other intensive, non-residential youth justice diversionary programs.

Note: The Principal is open to the potential supplier's advice when it comes to meeting these requirements, and the suggested sampling techniques, methodologies and evaluative frameworks used.

Not in scope:

- Other programming or services offered by JCP Youth beyond those offered within BEAST.
- 'Fringe' participants in JCP Youth's BEAST Program.
- Public consultation to capture community views / experiences.
- Broader processes, workforce or outcome evaluation not specified in the scope.

Services to be supplied:

A more detailed description of the Services being procured is included in the Specification outlined above and in Attachment 2 Specification.

Delivery of Services:

The service period (the **Service Period**) applicable to the supply of the Services is:
2 January 2026 to 30 June 2026.

Contract Sum:

The contract sum (the **Contract Sum**) for the delivery of the Services is the price offered by the Supplier in its Quotation, as accepted by the Principal.

Out-of-pocket expenses and disbursements:

Not applicable.

Insurance:

Policies of insurance required to be effected and maintained by the Supplier are as follows:

Public liability insurance:

Policy type: Public liability insurance policy.

Required cover: The policy must cover liabilities arising out of, or in connection with, the performance of the Contract by the Supplier, including liabilities in respect of:

- (a) personal injury to, or the death of, any person (excluding a person who at the time of the injury or death is defined as a worker of the Supplier under any Law relating to workers' or accident compensation insurance); and
- (b) loss, destruction or damage to any property.

If the Supplier is supplying Services, the public liability insurance policy must indemnify the Principal for any vicarious or other legal liability that the Principal may have in respect of any willful or negligent act or omission of the Supplier or any Supplier's Personnel.

Period of insurance: The period commencing on the date of the Contract until the Supplier has performed all of its obligations under the Contract, or the date on which the Contract is terminated (whichever first occurs).

Amount of cover: Not less than \$20,000,000 for each individual claim or series of claims arising out of a single occurrence.

Professional indemnity insurance:

Policy type: Professional indemnity insurance.

Required cover: The policy must indemnify the Supplier for any breach of professional duty, whether owed in contract, tort or otherwise, in connection with the performance of the Contract by the Supplier. The policy must include an automatic reinstatement clause.

Period of insurance: The period commencing on the date of the Contract until the date six years after the date the Supplier has performed all of its obligations under the Contract.

Amount of cover: Not less than \$2,000,000.

Workers' compensation insurance:

Policy type: Workers' compensation insurance.

Required cover: In accordance with the Law.

Principal's address details:

For the purposes of the Conditions of Contract, the Principal's address details for the receiving of Notices are as follows:

Address: GPO Box 169, Hobart, TAS 7001

Email: helen.montgomery@decyp.tas.gov.au

Attention: Helen Montgomery

Special terms and conditions:

The special terms and conditions (each a **Contract Special Condition**) set out below apply to the Contract.

Special terms and conditions:

If there is any inconsistency between a Contract Special Condition and another provision of the Contract, the Contract Special Condition overrides the other provision to the extent of the inconsistency.

A Contract Special Condition is taken not to be inconsistent with another provision of the Contract if the Contract Special Condition and the other provision of the Contract are both capable of being complied with.

Contract Special Conditions**1. Registration to Work with vulnerable people**

Any employee, agent or subcontractor of the Supplier must have registration under the Registration to Work with Vulnerable People Act 2013 (RWVP) when accessing a Department for Education, Children and Young People (DECYP) site.

2. Safeguarding Training

Any employee, agent or subcontractor of the Supplier who in delivering the Services will have direct interactions with children or young people or access to information that identifies children and young people, must complete the Department's Safeguarding Training, in addition to any other child safety training already completed, prior to Delivering the Services under the Contract.

Details of the training are available at <https://www.decyp.tas.gov.au/safe-children/safeguarding-children/safeguarding-training/>

Access the Online Safeguarding Training Portal at <https://decyp-safeguarding.mygo1.com/signup/email>

Part D: Conditions of Quotation

1 Conditions of Quotation

The conditions of quotation (**Conditions of Quotation**) comprise Part B and Part D of this RFQ.

2 Communications

A potential supplier must direct all enquiries, and requests for further information, about this RFQ, to the Contact Officer named in Part A. Unauthorised communication (concerning this RFQ) by a potential supplier with any other employee or agent of the Principal may lead to a Quotation, lodged by that supplier, being rejected.

3 Addenda

The Principal may amend or clarify this RFQ by issuing Addenda in writing. Any Addenda become part of this RFQ. Addenda issued by

the Principal are the only recognised explanations of, or amendments to, this RFQ.

4 Status of RFQ representation

No representation made by or on behalf of the Principal during the RFQ process binds the Principal unless the representation is included in an Addenda, or is subsequently included as part of a formal instrument of agreement.

5 Use of RFQ

This RFQ, and any information provided by the Principal to a potential supplier as part of the RFQ process, remain the property of the Principal, and may only be used by a potential supplier to prepare a Quotation in response to this RFQ. Only potential suppliers to whom this RFQ is issued (by the Principal) may lodge a Quotation.

6 Quotations become property of the Principal

All Quotations become the property of the Principal on submission. The Principal may reproduce all or any part of a Quotation for any purpose related to evaluation of the Quotation.

7 Confidentiality

A potential supplier who lodges a Quotation must keep the information in its Quotation confidential. Nothing in this clause prevents a potential supplier from disclosing information in its Quotation:

- (a) that is available to the public generally otherwise than as a result of a breach of this clause 7 by the potential supplier;
- (b) if the disclosure is required by law; or
- (c) if the disclosure is to the potential supplier's professional advisers or lenders.

8 Confidentiality in Government contracts

The Principal is committed to ensuring that government contracting is conducted in an open and transparent manner, and that unnecessary confidentiality provisions do not fetter scrutiny of contracts.

The Principal's policy on confidentiality provides that in any contract between the Principal and another party, confidentiality requirements in relation to the provisions of the contract are not to be included except as allowed for in TI C-1.

A party may publish, without reference to the other, all or any part of the Contract subject to any confidentiality provision included in the Contract in accordance with TI C-1.

TI C-1 means Treasurer's Instruction C-1 issued under the *Financial Management Act 2016* (Tas).

9 Reservations

The Principal reserves the right at its absolute discretion to do any one or more of the following:

- (a) by written notice to potential suppliers (who have been issued this RFQ) to do any of the following things: to discontinue or suspend the RFQ process; to extend the Closing Time; to amend this RFQ;

- (b) to negotiate with any potential supplier who has lodged a Quotation;
- (c) to determine the number of organisations with whom it will contract.

The Principal is not bound to accept the lowest, or any, Quotation submitted.

10 Content and format of Quotations

Quotations must include all the information required to be included in a Quotation in accordance with the RFQ Information Table.

A Quotation must be prepared using the Quotation Form in Attachment 1.

All monetary amounts stated in a Quotation must be expressed in Australian dollars (exclusive of GST). The Conditions of Contract allow for the payment of GST.

11 Alternative proposal

Potential suppliers may submit an alternative proposal that does not comply with this RFQ if it is clearly identified as an 'Alternative Offer' wherever it fails to comply with this RFQ.

The Principal reserves the right either to consider alternative proposals on their merits or not to consider them further.

12 Preparation of Quotation

The Principal will neither be responsible, nor pay, for any cost, expense or loss, which may be incurred, paid or payable by any person in connection with the preparation or presentation of a Quotation.

13 Exclusion of liability

The Principal is not liable for any error or omission in this RFQ.

14 Lodgement of Quotations

A Quotation must be lodged by the Closing Time. A Quotation must be lodged in a manner specified in the RFQ Information Table.

15 Late Quotations

Late Quotations will not be considered unless the Principal is of the view (and its decision will be absolute and final) that:

- (a) circumstances beyond the potential supplier's control were the cause of the lateness; and

- (b) the consideration of the late Quotation will not compromise the integrity of the procurement process or provide any unfair advantage to the potential supplier lodging the late Quotation.

16 How a contract for delivery of Services is formed

A contract for the delivery of the Services may be formed in either of the following ways:

Alternative 1: A contract for the delivery of the Services will be formed when the Principal accepts the successful supplier's Quotation by signing and dating the acceptance statement that is part of the Quotation Form.

The contract will include the Conditions of Contract and the Contract Information Table.

As soon as practicable following the acceptance, the Principal must forward to the successful supplier a letter stating that the supplier's Quotation has been accepted. The letter must include a copy of the Quotation Form showing the acceptance statement as signed and dated by the Principal.

Alternative 2: A contract for the delivery of the Services will be formed when the Principal and the successful supplier enter into a formal instrument of agreement.

The Principal will determine which alternative is to apply after it has completed the evaluation of Quotations.

17 Debriefing

Unsuccessful suppliers are encouraged to contact the Contact Officer to request a debriefing to discuss the reasons for their non-selection. If requested to do so, the Principal will provide a debriefing for unsuccessful suppliers after a contract has been formed for the delivery of the Services, or the Principal has decided not to award a contract for the delivery of the Services.

18 Complaints process

Suppliers may lodge a complaint if they believe the RFQ process has not complied with the Tasmanian Government's procurement policies. Further information on the formal complaints process is available from the website <www.purchasing.tas.gov.au>, or may be obtained from the Contact Officer.

19 Zero tolerance towards violence against women

The Principal upholds a zero tolerance policy towards violence against women. See clause 23 of the Conditions of Contract.

20 Professional Standards Act 2005 (Tas)

Clause 17 of the Conditions of Contract includes provisions about the possible application of the *Professional Standards Act 2005* (Tas).

21 Defined terms and interpretation

In Parts B and D of this RFQ, unless the context otherwise requires:

Addendum means a document stated to be an Addendum (for the purposes of this RFQ) which is issued, before the Closing Time, by the Principal for the purpose of amending or clarifying this RFQ.

Business Day – see clause 1.1 of the Conditions of Contract.

Closing Time – see the RFQ Information Table. Note that the Closing Time can be extended in accordance with clause 9 of the Conditions of Quotation.

Conditions of Contract means the conditions of contract referred to in Part A of this RFQ.

Conditions of Quotation – see clause 1 of Part D of this RFQ.

Conflict of Interest means any relationship, circumstance, matter or thing which may, or may appear to, affect the ability or capacity of the Supplier (named in a Quotation) to deliver the Services diligently and independently in accordance with the Conditions of Contract.

Contact Officer – the person named in Part A as the Contact Officer or a substitute notified by the Principal to potential suppliers.

Contract means the contract for delivery of the Services made between the Principal and the Supplier. (**Note:** If the contract is formed by the Principal's acceptance of a Quotation, the Conditions of Contract and the Quotation form part of the Contract.)

Contract Departure means any departure, amendment, qualification, limitation, assumption or exclusion, relating to the Contract Information Table, the Conditions of Contract and/or the Specification.

Contract Information Table means, as the context requires:

- (a) the Contract Information Table included in Part C; and
- (b) the Contract Information Table to be included in the Contract (as part of any formal instrument of agreement) in accordance with clause 16 of Part D. of Part D of this RFQ.

Corporations Act means the *Corporations Act 2001* (Cwlth).

GST has the meaning in the *A New Tax System (Goods and Services) Act 1999* (Cwlth).

Principal – see the RFQ Information Table.

Quotation means an offer to deliver the Services made pursuant to this RFQ.

Quotation Form means the Quotation Form in Attachment 1 of this RFQ.

Related Party means, in respect of an entity, another entity which is a related body corporate (as defined by sections 9 and 50 of the Corporations Act) or an associate (as defined by sections 10 to 17 of the Corporations Act) of that first mentioned entity.

RFQ means this request for quotation document (and includes all of its parts and attachments).

RFQ Information Table means the table in Part B of this RFQ.

RFQ Special Condition – see RFQ Information Table.

Specification means the specification (if any) referred to in the Contract Information Table.

A reference to a 'potential supplier' is a reference to a person or entity to whom the Principal has issued this RFQ.

Terms defined in the Conditions of Contract (including the Contract Information Table) have the same meanings when used in other parts of this RFQ.

The rules of interpretation in clause 2 of the Conditions of Contract also apply to the Conditions of Quotation as if each reference to 'the Contract' in that clause was a reference to the 'Conditions of Quotation'.

Attachment 1: Quotation Form

QUOTATION FORM

SUPPLY OF REVIEW OF JCP YOUTH LTD BEAST PROGRAM – CONSULTANCY SERVICES

RFQ Unique Reference ID: DECYP 2336

RFQ issue date: 7 November 2025

Important notes and instructions:

- (a) In this Quotation Form, 'RFQ' means the RFQ described above, which was issued by the Principal to the Supplier.
 - (b) Terms defined in the RFQ (or in documents referred to in the RFQ) have the same meanings when used in this Quotation Form.
 - (c) This Quotation Form, as completed by the Supplier, is a Quotation for the purposes of the RFQ.
 - (d) Additional rows (if required) may be added to a table in this Quotation Form.
 - (e) An attachment to this Quotation Form should be marked as follows:
'This is Attachment [##] to the Quotation submitted by [##]. RFQ Unique Reference ID: DECYP 2336'.
-

TO: **The Crown in Right of Tasmania**
(represented by the Department for Education, Children and Young People)
(the **Principal**)

FROM:

(INSERT NAME OF SUPPLIER – INCLUDE ABN and ACN IF APPLICABLE)

(the **Supplier**)

1. OFFER BY SUPPLIER

The Supplier offers to deliver to the Principal the Services in accordance with, and subject to:

- (a) this Quotation Form (as submitted by the Supplier to the Principal);
- (b) the Contract Information Table included in the RFQ;
- (c) any documents to be incorporated in the Contract in accordance with the Contract Information Table;
- (d) the Conditions of Contract referred to in the RFQ;
- (e) the specification (if any) attached to the RFQ; and
- (f) the Addenda (if any) issued by the Principal and listed in the following table:

No.	Addenda number, date and description
-----	--------------------------------------

1.

2.

Lump sum price option:

The price offered by the Supplier for the delivery of the Services is a lump sum amount as follows:

\$		(excluding GST)
----	--	-----------------

(INSERT OFFERED PRICE)

Schedule of rates option:

The price offered by the Supplier for the delivery of the Services is to be calculated in accordance with the following schedule of rates:

No.	Item description	Quantity	Unit	Rate	Amount
1.					\$
2.					\$
3.					\$
4.					\$
Total amount excluding GST:					\$

Important notes:

- (a) If the Quotation is for a lump sum amount and that Quotation is accepted by the Principal, the lump sum offered by the Supplier becomes the Contract Sum for the purposes of the contract formed by that acceptance.
- (b) The following provisions apply if the price offered by the Supplier is to be calculated using rates:
 - (i) The Supplier must insert its quoted rate for each item description shown in the table above.
 - (ii) The 'Amount' to be shown for each item in the table is the amount arrived at by multiplying the Supplier's quoted rate by the stated 'Quantity'. The quantities stated in the table above may be indicative only.
 - (iii) The correctly extended 'Amounts' and 'Total' will be used to evaluate quotations.
 - (iv) If the Principal accepts the Supplier's Quotation, the Contract Sum will be the amount calculated in accordance with the schedule of rates based on the actual quantities supplied to the Principal in accordance with the Contract.

2. INFORMATION AND/OR DOCUMENTS SUBMITTED BY SUPPLIER

The Supplier submits the following information and documents as part of its Quotation (including any documents required by the RFQ Information Table):

No.	Information and/or document description (if a document is listed, specify the number of pages)
1.	Supplier's details: Name: ACN (if applicable): ABN (if applicable): Postal address: Email address: Telephone number:

**No. Information and/or document description
(if a document is listed, specify the number of pages)**

2. For the purposes of the General Conditions of Contract, the Supplier's details for the service of Notices will be as follows:

Postal address:

Email address:

Attention:

3. The Supplier's personnel who will be used to supply the Services, if the Quotation is accepted, will be as follows:

Name	Position	Parts of Services to be provided
-------------	-----------------	---

4.

3. CERTIFICATION (APPLICATION OF PROFESSIONAL STANDARDS SCHEME)

Instruction: Refer to the options below. The Supplier should delete the inapplicable option. If Option 2 is deleted, then the Supplier must complete the details required for Option 1.

Option 1 ~

The Supplier certifies that the Supplier's liability is limited under any scheme in force under any law relating to professional standards.

The name of the scheme is:

(INSERT NAME OF SCHEME)

The limit of the Supplier's liability under that scheme is:

\$

(INSERT LIMIT OF LIABILITY)

Option 2 ~

The Supplier's liability is not limited under any scheme in force under any law relating to professional standards.

4. CONTRACT DEPARTURES

The Supplier's offer is subject to the following Contract Departures (see definition in Part D of the RFQ):

No.	Details of proposed Contract Departure	Rationale	Category*
1.	<i>[Detail the proposed change to the contract, either by describing it or proposing specific drafting]</i>	<i>[Explain the rationale for the proposed change to the contract]</i>	<i>[See below]</i>
2.			

* Please categorise each change as follows:

- 1 – if the change is not agreed by the Principal, it would result in the Supplier's inability to execute the contract
- 2 – the change is important, but does not fall into category 1
- 3 – the change is desirable, but does not fit into category 1 or 2
- 4 – the change is of a drafting nature only

5. QUOTATION VALIDITY PERIOD

In consideration of the Principal promising to pay to the Supplier the sum of \$1.00, if demanded, the Supplier agrees that the Quotation will remain valid, and capable of acceptance, for the period of 60 Business Days commencing on the Closing Time, during which period the Supplier cannot withdraw or vary its Quotation.

6. STATEMENT AS TO CONFLICTS OF INTEREST

The Supplier warrants that the Supplier does not, and none of its Related Parties (see definition in Part D of the RFQ), have any actual or potential Conflict of Interest (see definition in Part D of the RFQ), as at the date of this Quotation, except for those (if any) set out in the following table:

No.	Details of actual or potential Conflict of Interest
1.	
2.	

7. DECLARATION

The Supplier represents and warrants to the Principal that:

- (a) Before lodging this Quotation, the Supplier obtained and read a copy of the Tasmanian Government's 'Consultant Services SCC: Version 2021-01'.
- (b) The Supplier has complied with the RFQ.
- (c) All information submitted by the Supplier as part of this Quotation is true and correct.
- (d) This Quotation has been diligently prepared by the Supplier, and the Principal may rely upon the Quotation and all information submitted as part of the Quotation.

Dated:

Signing by Supplier who is an individual

Signed by the Supplier in the presence of the witness named below:

Supplier's
signature:
→

Witness'
signature:
→

*Witness print name:

*Witness print address:

*Use BLOCK LETTERS

Signing by Supplier that is a company

Signed by the Supplier in accordance with section 127(1) of the *Corporations Act 2001* (Cwlth):

Signature:
→

Signature:
→

*Print
name and
office
held:

*Print
name and
office
held:

*Use BLOCK LETTERS

Signing by Supplier that is a partnership

Signed on behalf of the Supplier by the partner named below in the presence of the witness named below:

Partner's
signature:
→

Witness'
signature:
→

And who warrants that he/she has authority
to sign on behalf of the partnership

*Print
name:

*Witness
print
name:

*Witness
print
address:

*Use BLOCK LETTERS

Signing by Supplier that executes by an agent

Signed on behalf of the Supplier by its agent in the presence of the witness named below:

Signature
of agent:
→

Witness'
signature:
→

And who warrants that he/she has authority to
sign as an agent on behalf of the Supplier

*Print
name and
position:

*Witness
print
name:

*Witness
print
address:

*Use BLOCK LETTERS

ACCEPTANCE STATEMENT

The Principal hereby accepts the offer made by the Supplier in this Quotation Form to supply the Services for the Contract Sum.

Dated:
(INSERT DATE OF ACCEPTANCE BY THE PRINCIPAL)

Signing by Principal

Signed on behalf of the Principal by the person named below in the presence of the witness named below:

Signature: →	<input type="text"/>	Witness' signature: →	<input type="text"/>
	Being a person who has authority to sign on behalf of the Principal		
*Print name and position:	<input type="text"/>	*Witness print name:	<input type="text"/>
		*Witness print address:	<input type="text"/>

*Use BLOCK LETTERS

SEPTEMBER 2025

Responding to Unsafe Behaviour

A Whole-of-Agency Policy Position

Table of Contents

Version 1.0 – 22/09/2025

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1 Purpose

This policy position sets out DECYP's expectations for developing and reviewing policies, procedures and practices for preventing and responding to unsafe behaviour. It is informed by an approach that actively promotes human rights when working with children and young people.

It applies to all DECYP service settings working directly with children and young people including schools, colleges, libraries, Child and Family Learning Centres, Child Safety Services, Out of Home Care and Youth Justice service settings.

All DECYP service settings must refer to this document when developing service setting specific policies and procedures, reviewing current arrangements and commissioning training for preventing and responding to unsafe behaviour.

Given the breadth of the Department for Education, Children and Young People (DECYP) mandate it is important we are clear on expectations for policy, procedure and practice when children and young people present in a DECYP setting with behaviour that is unsafe. These expectations must align with our human rights obligations, commitment to and obligations as a child safe organisation and requirements under various legislative frameworks.

2 Policy Statement

At DECYP we work to ensure the rights of children and young people are upheld in all that we do. Central to this core belief is the right for children and young people to be safe from harm. We uphold this right by working carefully to understand and respond to behaviour in ways that are positive, preventative and proactive. When children and young people present in a DECYP setting with behaviour that is unsafe and likely to cause harm, we demonstrate our duty of care to them and others by avoiding reasonably foreseeable risk as set out in our [Duty of Care to Children and Young People Policy](#).

DECYP is committed to:

- Ensuring children and young people in its care are known, safe, well and learning
- Minimising the risk of harm and upholding the rights of children and young people by prioritising the safety, dignity, and agency of every child and young person, while also ensuring the wellbeing and safety of staff and other adults involved in their care and support
- Employing and promoting the use of supportive and developmentally appropriate actions that emphasise de-escalation, emotional regulation, and relationship-based support and create environments where both children and staff feel safe, respected, and heard, and
- Fostering a culture of mutual safety and respect, where staff are equipped with the knowledge, skills, and support to respond effectively, ethically and safely to reduce the need for interventions that may compromise anyone's rights.

This commitment has been developed in response to significant inquiries, commissions and a changing legislative and regulatory context, and is evidenced in our [DECYP Strategic Plan 2024-2030](#). The pillars of this Strategic Plan are represented in the following two elements:

Our Belief – the rights of children and young people are upheld in all that we do, particularly the right to an education, to influence decisions that affect them, and to be safe from harm; and

Our Foundations – a valued and capable workforce, strong partnerships with children, families and community and improvement informed by inquiry and evidence.

3 Rights-based Approach

DECYP's adoption of a human rights-based approach recognises the inherent value of every person. Such an approach is based upon principles of human dignity, equality and mutual respect and is evidenced by treating others fairly and in turn being treated fairly. Children and young people are rights holders and adults in DECYP settings have a responsibility to uphold these rights.¹

The universal acceptance of these human rights and obligations is to be found in certain international Conventions, Declarations, Agreements and Rules. Australia, as a signatory to the following treaties (all of which have been included at the end of this document), has agreed to uphold and respect the human rights of children and young people:

- [United Nations Convention on the Rights of the Child](#)
- [Convention on the Rights of Persons with Disabilities](#)
- [Convention Against Torture and other Cruel, Inhuman or Degrading Treatment or Punishment and the Optional Protocol to the Convention against Torture and other Cruel, Inhuman or Degrading Treatment or Punishment | OHCHR.](#)

With respect to children and young people in detention, the United Nations has established international normative standards by which children and young people should be treated. These include:

- [United Nations Standard Minimum Rules for the Administration of Juvenile Justice \('Beijing Rules'\)](#)
- [United Nations Guidelines for the Prevention of Juvenile Delinquency \('Riyadh Guidelines'\)](#), and
- [United Nations Rules for the Protection of Juveniles Deprived of their Liberty \('Havana Rules'\)](#).

Relevant to Aboriginal children and young people, Australia has endorsed the [UN Declaration on the Rights of Indigenous People](#) (known as UNDRIP) which provides a universal framework of minimum standards for the survival, dignity and well-being of the Indigenous peoples of the world, including principles of self-determination.

DECYP's Strategic Plan, and in particular this policy, represents an alignment with these human rights treaties.

This policy is also informed by, and in response to, the key findings and recommendations from the [Royal Commission into Institutional Responses to Child Sexual Abuse](#), the *Royal Commission into Violence, Abuse, Neglect and Exploitation of People with Disability (DRC)*, and the *Commission of Inquiry into the Tasmanian Government's Responses to Child Sexual Abuse in Institutional Settings (Col)*.

¹ [What are human rights? | Australian Human Rights Commission](#)

4 Principles

These high-level principles apply across all DECYP settings and inform the development and review of operational policy, procedures and practice for responding to unsafe behaviour.

Rights-based approach – the rights of children and young people are upheld in all that we do, particularly the right to an education, the right to give their opinion freely and to be heard on decisions that affect them, and to be safe from harm. This approach recognises the inherent value of each person and the rights of children, young people and staff.

Child-centred focus – recognising and responding in developmentally appropriate ways to the unique needs, strengths, and voices of each child or young person.

Culturally safe and connected – supporting children and young people to connect with their cultures and community.

Evidence-informed – drawing on current research and best practice to inform decision-making.

Adherence to legislation – ensuring policy and practice reflects current legal frameworks, definitions and language.

Trauma-informed approach – understanding the impact of trauma and creating safe, supportive environments that avoid further harm.

Behaviour support with a focus on prevention – using proactive strategies to build skills and reduce unsafe behaviour.

Post-incident support and review – ensuring recovery, reflection, restoration and learning for both children and staff after incidents.

Staff support and wellbeing – supporting and keeping staff safe by providing them with the skills, knowledge and environment needed to maintain their safety and wellbeing.

Accountability through data-led decision making – recording, monitoring, and regularly analysing data on the use of interventions to inform continuous improvement and uphold transparency.

Leadership commitment to:

- Leading a culture of safety in DECYP that promotes the rights of children and young people within a safe and supportive environment embedded in continuous improvement.
- Promoting the reduction of interventions or strategies that restrict the rights and freedom of movement of a child or young person when responding to unsafe behaviour, and
- Identifying workforce concerns and addressing systemic/organisational barriers.

Policy and procedure developers should also refer to the [Policy Development, Management and Review Policy](#) and [Policy Development, Management and Review Procedure](#) when reviewing and developing policies and procedures.

5 Physical intervention as a last resort

In DECYP settings, physical interventions that restrict the right to freedom of movement of a child or young person should only be used as a last resort within appropriate legal frameworks. The best way to avoid using these interventions is to work preventatively with children and young people before the circumstances escalate. However, if, despite all the necessary planning and supports, a child or young person acts in a way that poses a risk of imminent harm to themselves or others, staff may need to employ a physical intervention as a safety response that is proportionate to the risk of harm as a last resort.

The following key principles to consider in determining whether the child or young person's actions or behaviour pose a risk of imminent harm to themselves or others such that a physical intervention safe, legal and ethical:

1. **Necessary:** Are there any additional preventative measures that can be employed? Is a safe physical intervention necessary, or are there other alternatives?
2. **Proportionate:** Is the safety action proportionate to the perceived risk? What is the least intrusive action that will result in the greatest safety for all?
3. **Reasonable:** Is physical intervention reasonable given the context of the behaviour? Is it safer to physically intervene than any other available option?

6 Child and Youth Safe Organisations Framework

6.1 Child and Youth Standards

Understanding that children and young people do, on occasion, demonstrate unsafe behaviours likely to cause harm to self and others, it is important that we comply with DECYP's Safe. Secure. Supported. Our Safeguarding Framework (Safeguarding Framework) and the *Child and Youth Safe Organisations Act 2023* (the Act).

This policy position also supports DECYP's commitment to all children and young people being known, safe, well, and learning. Our safeguarding mission is to be an exemplary child safe organisation that puts children and young people at the centre of all actions we take and decisions we make. This commitment extends to keeping children and young people safe when they demonstrate unsafe behaviours that are likely to cause harm.

The Safeguarding Framework establishes and describes DECYP's overarching approach to safeguarding children and young people. The Safeguarding Framework directly aligns with and supports Tasmania's Child and Youth Safe Standards, as contained within the Act, in particular:

Standard 1: Child safety and wellbeing is embedded in organisational leadership, governance and culture

Standard 2: Children and young people are informed about their rights, participate in decisions affecting them and are taken seriously

Standard 4: Equity is upheld and diverse needs are respected in policy and practice

Standard 5: People working with children and young people are suitable and supported to reflect child safety and wellbeing values in practice

Standard 10: Policies and procedures document how the organisations is safe for children and young people.

6.2 Reportable Conduct Scheme

The Child and Youth Safe Organisations Framework also establishes the Reportable Conduct Scheme (the Scheme). The Scheme places a statutory duty on DECYP to report allegations regarding harm to children or young people that involve a DECYP worker, (including volunteers engaged by the Department), to the Office of the Independent Regulator (Independent Regulator), and to investigate those allegations. The Scheme is a mechanism for institutional accountability and ensures that all allegations are reported and investigated. Over time, compliance with the Scheme is intended to build the capability of organisations to prevent, identify, and respond and prevent to harm to children and young people.

A physical intervention undertaken by a DECYP worker toward a child or young person, may be notifiable to the Independent Regulator as a reportable allegation of physical violence (defined as an application of physical force without lawful justification or excuse). If a notification to the Independent Regulator has been made, the investigation into the physical intervention a reportable allegation will consider this policy position in assessing whether the physical intervention had a lawful justification or was legally justified or excusable. An investigation will take into account whether the physical intervention was necessary, proportionate and reasonable in the circumstances. If there is a finding that the application of physical force was legally justified or excusable, then the investigation would likely find that the physical intervention had a lawful justification or excuse and therefore the physical intervention did not constitute 'physical violence' and ultimately was not reportable conduct.

This policy position should be read in conjunction with the legislations listed at the end of this document. The safety and wellbeing of children and young people in Tasmania must be the highest priority when addressing competing obligations.

7 Related policies

- [DECYP duty of care to children and young people](#)
- [Policy Development, Management and Review Policy](#)

8 Related procedures

- [Policy Development, Management and Review Procedure](#)

9 Supporting information/tools

- [DECYP Strategic Plan 2024-2030](#)
- [Child and Youth Safe Standards](#)
- [Safe. Secure. Supported. Safeguarding Framework](#)
- [United Nations Convention on the Rights of the Child](#)

- [Convention on the Rights of Persons with Disabilities](#)
- [Convention Against Torture and other Cruel, Inhuman or Degrading Treatment or Punishment](#)
- [Optional Protocol to the Convention against Torture and other Cruel, Inhuman or Degrading Treatment or Punishment | OHCHR](#)
- [United Nations Standard Minimum Rules for the Administration of Juvenile Justice \('Beijing Rules'\)](#)
- [United Nations Guidelines for the Prevention of Juvenile Delinquency \('Riyadh Guidelines'\)](#)
- [United Nations Rules for the Protection of Juveniles Deprived of their Liberty \('Havana Rules'\)](#)
- [UN Declaration on the Rights of Indigenous People \(known as UNDRIP\)](#)

10 Definitions

Allegation

An allegation refers to a claim or report that a child or young person may have been subjected to abuse, neglect, or harm.

DECYP

The Department for Education, Children and Young People.

DECYP setting

Broadly referring to all educational settings and services including Child and Family Centres, primary, combined, secondary and senior secondary schools as well as Trade Training Centres and Libraries Tasmania, Youth Justice Facilities, Child Safety Services and Out of Home Care.

De-escalation

Strategies used by staff to restore an angry, distressed or dysregulated child or young person's behaviour to a state of calm. De-escalation techniques include calm and non-threatening communication, distraction, and using alternative physical activities (e.g. a favourite sport or game) to defuse the situation.

Emotional regulation

An ability to recognise, understand, and respond to both positive and negative emotions in a healthy and appropriate way, while managing the behaviour that arises from these emotions (eg. self-calming strategies to refocus during learning while responding to a triggering emotion).

Institutional accountability

Mechanisms by which organizations, including governmental bodies, are held responsible for their actions, ensuring they are answerable and transparent to stakeholders and the public.

Interventions

Actions or strategies, either planned or responsive, designed to address a specific issue, challenge or need – often with the goal of improving outcomes, preventing harm, or supporting a child or young person to achieve positive change. Interventions can be both non-physical or physical.

Physical Intervention

Physical intervention includes practices that involve actions or strategies which limit the freedom of movement of a child or young person, typically in response to unsafe behaviour, and require careful consideration within a rights-based framework and in accordance with legislation relevant to a specific DECYP setting.

Relationship-based support

Strategies to build a supportive and sustainable network of relationships around the child or young person within and connected to the DECYP settings they learn or live in. Positive relationships and interactions do help a child or young person build trust and cooperation, engage with support or education, establish de-escalation strategies, or foster positive social interactions.

Self-determination

The ability and autonomy of an individual to make informed decisions about matters that affect their life, grounded in meaningful participation, personal agency, and the right to choose.

Staff

All Department for Education, Children and Young People (DECYP) employees, volunteers, and external providers contracted by DECYP who work with children and young people.

Unsafe behaviour

Behaviour exhibited by a child or young person that presents a risk to their own safety or the safety of others (e.g. kicking, throwing objects, or walking onto a busy road).

11 Legislation

Each DECYP service setting must adhere to legislation applicable to their setting when developing and reviewing operational policy, procedures and practice. Policy and procedure developers should seek advice from Legal Services.

[Youth Justice Act 1997](#)

[Education Act 2016](#)

[Children, Young Persons and Their Families Act 1997](#)

[Child and Youth Safe Organisations Act 2023](#)

[Disability Rights, Inclusion and Safeguarding Act 2024](#)

[Work Health and Safety Act 2012](#)

[Workers Rehabilitation and Compensation Act 1988](#)

[Disability Discrimination Act 1992](#) (Cwth)

[Disability Standards for Education 2005](#) (Cwth)

Authorised by: Safety and Wellbeing of Children and Young People Executive Committee

Contact: Strategy, Policy and Safeguarding - Policy Review policyreview@decyp.tas.gov.au

Last significant review: N/A as this is a new policy document

Review due: 22 September 2029

This document replaces: This a new policy document

Key search words: unsafe behaviour; responding to unsafe behaviour; physical intervention; harm reduction; interventions