Minister for Children and Youth Minister for Mental Health and Wellbeing Minister for Community Services Minister for Finance Tasmanian Government

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Hon Ruth Forrest MLC
Chair, Joint Sessional Committee
Commission of Inquiry Recommendations Scrutiny Committee
COIR@parliament.tas.gov.au

#### Dear Ms Forrest

Thank you for your letter dated 1 May 2025, seeking clarification on behalf of the Joint Sessional Committee on additional matters related to JCP Youth and funding provided by the Tasmanian Government.

I have provided further information for each of the Committee's questions below:

1. In relation to the independent evaluation you refer to in your responses to questions 8 and 9, please confirm who will be undertaking the independent evaluation, and what is the expected timeline for this evaluation?

DECYP is currently in active discussions with an external research provider regarding a potential contract to undertake the independent evaluation referenced in our previous responses to Questions 8 and 9. As these contractual negotiations are ongoing, the provider cannot yet be formally confirmed.

The provider is in the process of finalising a quote, which DECYP will review prior to making a final decision. Indicatively, the provider has advised that reporting and dissemination of findings would occur approximately 9–10 months after the evaluation begins. These timeframes are subject to confirmation based on final scope, funding availability, and approval processes.

As outlined in Schedule 3 of the Funding Agreement between the Tasmanian Government and JCP Youth Ltd (included as an appendix to my letter), DECYP is committed to ensuring that an evaluation of JCP Youth's programming will commence before the end of the Agreement (31 January 2028). The evaluation must be completed within 18 months of its commencement.

#### 2. In relation to the recent contracts of funding to JCP Youth, please confirm:

a. When did the expanded service delivery commence and how was that funded?

According to the Funding Agreement between the Tasmanian Government and JCP Youth Ltd, the expanded service started in February 2025.

This funding was provided in the 2024-25 State Budget as election commitment funding.

b. When did the organisation begin to receive additional funding from the Government?

The first payment under the funding agreement was released to JCP Youth on 13 February 2025.

c. Noting that the procurement package was dated 13 January, was there any interim funding provided in the gap (to 1 February 2025)?

I have been advised that there was no provision of interim funding for this. Prior to this agreement there had been services provided to Children and Families by JCP Youth under the BEAST Program, however this was not a component of the funding from the new agreement.

3. How many times have Youth Safe Houses been visited by DECYP in the last 6 months?

Over the past six months, relevant DECYP staff—primarily from Child Safety and Community Youth Justice—have visited JCP Youth's two Safe Houses on multiple occasions. These visits have generally occurred in the context of case management, where staff were meeting with young people who were residing at the Safe Houses at the time. While a specific count of visits has not been centrally recorded, DECYP's engagement with the Safe Houses has been ongoing and linked to active service delivery.

4. What checks have DECYP undertaken to monitor compliance with safeguarding measures. How is that monitoring undertaken?

DECYP monitors safeguarding compliance through its contract management processes, as outlined in the Funding Agreement with JCP Youth. This includes the receipt and review of quarterly reports from JCP Youth, which incorporate assessments of compliance with safeguarding standards.

In addition to DECYP's contract oversight, the Office of the Independent Regulator has formal responsibility for monitoring JCP Youth's compliance with the Child and Youth Safe Organisations Act 2023. This provides an additional layer of independent assurance in relation to safeguarding practices.

5. Please provide a copy of the grant contract with JCP Youth.

As noted in response to Question 1, please find attached to this letter the finalised Funding Agreement between the Tasmanian Government and JCP Youth Ltd (appendix 1).

# 6. Please provide any reports prepared by JCP Youth that have been provided to DECYP.

To date, DECYP has primarily focused on progressing referrals to JCP Youth and ensuring that young people with high needs are diverted into the program and actively participating. As young people have only recently commenced in the program, formal Quarterly Service Delivery reporting from JCP Youth will begin later in the year.

Yours sincerely

Hon Roger Jaensch MP

Minister for Children and Youth

11/6/25

Encl:

1. Appendix 1: Department for Education, Children and Young People Funding Agreement – JCP Youth



# Department for Education, Children and Young People

**Funding Agreement** 

The Crown in Right of Tasmania ("Crown")

and

## JCP Youth Ltd ("Service Provider")

Program: Youth Justice

Services: Youth Support

Commencement Date: 01 February 2025

Completion Date: 31 January 2028

Funding Agreement: FA-00003664

JCP Youth BEAST Program

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## Details

Parties	Crow	n, Service Provide	r l
Crown	Name		The Crown in Right of Tasmania represented by the Department for Education, Children and Young People ("Crown")
	ABN		26 237 631 294
	Addre	ess	
	Telep	hone	
	Attent	tion	
Service	Name		JCP Youth Ltd ("Service Provider")
Provider	Incorp	orated in	Tasmania
	ABN		94645102807
	Addre	SS	
	Telep		
	Attent	ion	
Recitals	A	The Crown represented by the Department provides financial support for services delivered by organisations across a range of individuals and groups within the community.	
	В	The Crown and the Service Provider have agreed to the provision of the Funds and the provision of services respectively as set out in this Agreement.	
	С	The Crown will provide the Funds to the Service Provider subject to the terms and conditions set out in this Agreement.	
	D	The Service Pro	ovider will provide the Services subject to the itions set out in this Agreement.

## **General Terms**

## 1 Definitions and Interpretation

#### 1.1 Definitions

In this Agreement unless the contrary intention is expressed:

Accounting Standards has the same meaning as it has in Sections 9 and 334 of the *Corporations Act 2001*, and refers to the accounting standards of the Australian Accounting Standards Board;

**Activities** 

means those activities set out in Schedule 2;

Agreement

means this agreement, its Schedules, appendices, annexures and attachments and includes any variation, Deed of Variation, or replacement of any of it:

Annual Grant Financial Accountability Report means the report required by the Crown pursuant to clause 14.1(h) in the form and format required by the Department from time to time;

**Approved Auditor** 

means a person acting in a professional capacity as an auditor and not a principal officer or employee of the Service Provider, and:

- (a) where the Service Provider is incorporated under the Corporations Act 2001 a company auditor under the Corporations Act 2001 or a member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants; and
- (b) where the Service Provider is incorporated under the Associations Incorporation Act 1964, in addition to those persons referred to in (a), any person the Commissioner for Corporate Affairs may approve having regard to the complexity of the financial affairs of the Service Provider; and
- (c) for any other organisation, in addition to those persons referred to in (a), a person who in the opinion of the Crown, having regard to the Funds provided through this Agreement and the size of the Service Provider, has appropriate qualifications and experience.

Asset means any item of tangible property purchased or leased

either wholly or in part with the use of the Funds, with a value at the time of acquisition in excess of \$5,000 (excluding

GST);

Business Day means a day on which authorised deposit-taking institutions

(as defined in the Banking Act 1959 (Commonwealth)) in Hobart are open for general banking business, excluding

Saturdays, Sundays and public holidays;

Commencement Date means the date specified in Schedule 1;

**Completion Date** 

means the date specified in Schedule 1;

Confidential Information

means all Material and any other Reports, information or records that:

- (a) are by their nature confidential;
- (b) are designated by the Crown as being confidential:
- (c) the Service Provider knows or ought to know are confidential:

but does not include information which:

- is or becomes public knowledge, other than by breach of this Agreement or by any other unlawful means;
- is in the possession of the Service Provider without restriction in relation to disclosure before the date of receipt from the Crown; or
- (f) has been independently developed or acquired by the receiving Party;

#### Conflict of Interest

means any circumstance in which the Service Provider or any of the Service Provider's officers, employees, agents, subsidiaries, partners and affiliates has an interest (whether financial or non-financial) or an affiliation that is affecting, will affect, or could be perceived to affect, the Service Provider's ability to perform the Services, or its obligations under this Agreement, fairly and independently;

Consumer

means a recipient of a Service under this Agreement;

Crown

includes the Crown's employees, and authorised subcontractors and agents;

Date of this Agreement

means the date this Agreement is executed by the Parties and, if executed on separate days, the date on which this

Agreement is executed by the last Party to do so:

Deed of Variation

means any deed varying the terms and conditions of this

Agreement;

Department

means the department representing the Crown that is responsible for the administration of this Agreement;

Dispose

means to sell, mortgage or encumber, lease or sub lease, license or sub-license, assign or otherwise transfer or part with possession or give up ownership or the right to occupy or use, or to enter into an agreement to do any of the preceding things;

Year

Financial Reporting means a period of 12 months commencing 1 July and ending 30 June in the following year or should the Service Provider report on a calendar year commencing 1 January and ending

31 December each year;

**Financial Year** 

means a period of 12 months beginning on 1 July;

Funds or Funding

means the Funds together with any interest earned on the

Funds and related client fees;

**Funds** 

means the amount payable by the Crown set out in Schedule

1:

Intellectual **Property** 

means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property rights resulting from intellectual activity;

**Key Performance** Indicators (KPIs)

means those indicators of performance set out in Schedule

Law

means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time anywhere in Australia, whether made by a State, Territory, or a local government, and includes the common law as in force from time to time;

Material

means all material brought, or required to be brought, into existence as part of or for the purposes of performing the Services, including documents, information and data stored by any means and including any records relating to the delivery of Services;

**Moral Rights** 

has the meaning given under the Copyright Act 1968;

Outcomes

means the impact of delivery of any Service or delivery of goods on the health and well-being of Consumers and/or the

target group under this Agreement;

Party means a Service Provider or person who is a signatory to this

Agreement;

Personal Information has the meaning given in the Personal Information Protection

Act 2004;

Quality and Safety Framework

means the Quality and Safety Framework for Tasmania's

DHHS Funded Community Sector:

Reports means the reports that the Service Provider is required to

produce and provide to the Crown in accordance with this

Agreement including Schedule 3:

Schedule refers to a schedule to this Agreement. It may include

annexures and incorporate other documents by reference;

Secretary means that person fulfilling the role for the time being as

> Secretary of the Department and/or where appropriate any person delegated any power under this Agreement by the

Secretary;

Service means the service described in Schedule 2:

Service and Performance Standards

means those standards set out in Schedule 2;

Service Provider

means the Service Provider named in Details and where the context admits, includes the Service Provider's directors. employees, authorised sub-organisations and officers,

agents;

Service Specialist

Standards

means those standards set out in clause 2.2.7 of Schedule 2;

Specified

means those people listed in the Schedule 1:

Personnel

Term means the term of this Agreement;

**Termination Date** means the date of expiry of this Agreement or the date of

earlier termination of the Term;

Unexpended

Funding

means that portion of the Funds (if any) not expended pursuant to this Agreement after all obligations relating to the

Services have been met or accounted for.

#### 1.2 Interpretation

In this Agreement, unless the contrary intention is expressed:

a reference to this Agreement includes its schedules, appendices, annexures and attachments, and any variation, Deed of Variation or replacement of any of it;

- a reference to a statute, ordinance, code or other legislative instrument includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and conversely;
- (d) a reference to a person includes:
  - an individual, a firm, a body corporate, an association or a statutory or responsible authority or other authority, as constituted from time to time; and
  - (ii) the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) an agreement, representation or warranty by, or for, two or more persons binds, or is for their benefit, together and separately;
- (f) a covenant forbidding a person from doing something also forbids that person from authorising or allowing another person to do it;
- a reference to anything (including an amount) is a reference to all or any part of it, and a reference to a group of persons is a reference to any one or more of them;
- (h) a reference to a clause, paragraph, schedule, annexure or appendix, is a reference to a clause, paragraph, schedule, annexure or appendix in or to it;
- (i) a reference to a day is to be interpreted as the period of time starting at midnight and ending twenty-four (24) hours later;
- a reference to a month or a year means a calendar month or a calendar year respectively;
- (k) words or phrases derived from a defined word have a corresponding meaning to the defined word;
- (I) a term of inclusion is not to be interpreted to be a term of limitation;
- (m) a reference to time is to Tasmanian time and this Agreement operates under Tasmanian time;
- (n) if the day on or by which an act, matter or thing is to be done under it is not a Business Day, then that act, matter or thing must be done no later than the next Business Day;
- (o) an uncertainty or ambiguity in the meaning of a provision is not to be interpreted against a Party only because that Party prepared the provision; and

(p) headings are included for convenience only, do not form part of it, and are not to be used in its interpretation.

#### 2 The Funds

#### 2.1 Payment of the Grant

Subject to the provisions of this Agreement, the Crown agrees to pay to the Service Provider the Funds.

#### 2.2 Set-off

The Crown may set off against payment of Funds payable under this Agreement any sum of money due by the Service Provider to the Crown whether under this Agreement or under any other funding agreement that the Service Provider may have with the Department.

#### 3 Indexation

As soon as practicable after having its annual appropriation confirmed the Department will advise the Service Provider of any indexation amount (where applicable) to be paid by the Crown to the Service Provider for the forthcoming Financial year.

#### 4 Assets

#### 4.1 Purchasing of Assets

The Service Provider must obtain prior written approval from the Secretary to use any portion of the Funds to:

- (a) purchase real estate; or
- (b) purchase any asset greater than \$50,000 in value; or
- (c) purchase any asset which will not be used solely for delivery of the Services pursuant to this Agreement.

#### 4.2 Use of Assets

The Service Provider must not use Assets for any purpose other than the performance of the Services unless it has obtained the prior written approval of the Crown which will not be unreasonably withheld.

#### 4.3 Obligations in Relation to Assets

The Service Provider must:

(a) not Dispose of any Asset without the prior written approval of the Crown. In the event of an approved disposal and unless the sale proceeds are to be used in the acquisition of a replacement Asset to be used in delivery of the Services, the Service Provider must pay to the Crown the amount representing the Crown's equity in the item disposed of. This clause does not apply to any Asset necessary for the delivery of Services which is disposed of and replaced by an Asset of similar utility and of similar value

- (b) maintain all Assets in good working order;
- be fully responsible for, and bear all risks arising in relation to, the use or Disposal of any Asset;
- (d) maintain a register of all Assets, recording the date of purchase or lease, the purchase or lease price, Asset description, Asset location, the proportion of the Funds used to create or acquire the Asset, the then current depreciated value of the Asset in the accounts of the Service Provider and (where approved under Clause 4.3(a)) details of Disposal of the Asset, including the date of Disposal, the sale price and the purchaser; and
- (e) as and when requested, provide copies of the register of Assets to the Crown.

## 5 Retention of Unexpended Funding

#### 5.1 Carryover of Unexpended Funding

In the event of renewal of this Agreement, the Service Provider may carry over Funding to the next Agreement provided that the sum of Unexpended Funding is less than or equal to 5 percent of the total Funding paid under this Agreement for the Term or \$10,000 per annum over the Term, whichever is the lesser sum.

#### 5.2 Notification of Unexpended Funding limits

Where Unexpended Funding exceeds the limit set under Clause 5.1 the Service Provider must within 4 months of the end of this Agreement advise the following in writing:

- variations to the levels of Service undertaken by the Service Provider during the period of the Agreement; and
- (b) if the Service Provider requests the Unexpended Funding is to be carried over to the next Agreement.

#### 5.3 Discretion of Unexpended Funding

The Crown will determine in writing within 20 Business Days of receiving the Service Provider's request, if part or all of the Unexpended Funding may be retained by the Service Provider.

#### 5.4 Return of Unexpended Funding

If the Service Provider does not receive approval from the Crown to carry over Funds, the Unexpended Funding must be returned to the Crown within 20 Business Days of notification that the money must be refunded.

#### 5.5 Cessation of Services

In the event that the Service Provider ceases to provide the Service, all Unexpended Funds held at the date that the Service Provider ceased to provide the Service, must within 60 Business Days be returned to the Crown.

## 6 Recovery of Funding

If the Crown terminates this Agreement under Clauses 32 or 34, the Crown may recover from the Service Provider as a debt due to the Crown any part of the Funding:

- (a) that the Crown considers the Service Provider has not spent in accordance with the Agreement; or
- (b) that remains unexpended.

## 7 Repaying the Funding

#### 7.1 Repaying the Funding

The Service Provider must repay the Funding (or the relevant part of it) in any of the circumstances set out below:

- (a) the Crown overpays the Service Provider including where there is a payment in excess of the Funds agreed or where there is a payment in advance for Services no longer required to be delivered;
- (b) the Service Provider incorrectly claims an amount from the Crown;
- (c) an amount of Unexpended Funding that the Secretary advises the Service Provider is to be repaid under Clause 5; or
- (d) the Service Provider spends an amount other than in accordance with this Agreement.

#### 7.2 Method of repayment of Funding

An amount due under this clause must be repaid within 20 Business Days after the Crown gives notice in writing.

#### 7.3 Crown to recover

The Crown can recover all or any of the amount by deducting it from subsequent amounts due under this Agreement.

## 8 Other Funding Sources

The Service Provider must:

(a) promptly notify the Crown in writing of the amount and source of any material funding or other contributions it receives directly or indirectly for the provision of Services (other than Funds provided under this Agreement) and, if requested by the Crown, promptly provide to the Crown copies of any written

- arrangements entered into, or proposed to be entered into, in respect of such other funding or contributions; and
- (b) ensure that the terms on which any other funding or contributions are provided to the Service Provider for, or in connection with, the Services are not inconsistent with the terms of this Agreement and do not in any way limit or affect the Service Provider's ability to comply strictly with its obligations, or the Crown's ability to exercise its rights, under this Agreement.

## 9 Taxes, Duties and Government Charges

#### 9.1 Definitions

In this clause, GST, Input Tax Credits, Tax Invoice and Taxable Supply have the meaning given to those terms in the *A New Tax System (Goods and Services Tax) Act* 1999.

#### 9.2 Responsibility for Taxes

Subject to this Clause 9, all taxes, duties and government charges (Taxes) imposed or levied in Australia or overseas in connection with this Agreement or the payment of the Funds must be paid by the Service Provider, or as the Service Provider might arrange.

#### 9.3 Funds Include GST

The Service Provider acknowledges and agrees that (where applicable) the Funds include an amount in respect of GST and no additional sum will be paid for GST.

#### 9.4 Input Tax Credits

The Service Provider is responsible for claiming all Input Tax Credits to which it is entitled related to this Agreement.

#### 10 Tax Invoice

#### 10.1 Tax Invoice

If any Taxable Supplies are made under this Agreement, the Crown will provide the Service Provider with a recipient created tax invoice.

#### 10.2 Recipient created Tax Invoice

The Crown will provide the Service Provider with a recipient created tax invoice subject to the following conditions:

- the Crown can issue tax invoices in respect of the supplies made after 30 June 2000;
- (b) the Service Provider will not supply tax invoices in respect of the Services; and
- (c) the Service Provider acknowledges that it is registered for GST when it enters into this Agreement and that it will notify the Crown if it ceases to be registered.

## 11 Term of Agreement

#### 11.1 Term

This Agreement commences on the Commencement Date and, unless terminated earlier, expires on the Completion Date.

#### 11.2 Early Commencement

If the provision of Services under this Agreement commenced or if any Funding was provided before the Commencement Date then:

- (a) the Term will be taken to have started from the earlier date; and
- (b) all dealings between the parties as from that earlier date relating to the provision of either or both the services and funding will be taken to have been carried out on the terms of this Agreement.

## 12 Crown's Obligations

#### 12.1 Obligations

The Crown will:

- (a) pay the Funds, or instalments of it, to the Service Provider in accordance with Schedule 1;
- (b) promote linkages among its agencies and programs relevant to the Services;and
- (c) act promptly and in good faith in the resolution of and attendance to all matters that may arise in respect of this Agreement.

#### 12.2 Increase in Service Costs

If the costs to the Service Provider for delivery of the Services increases substantially due to necessary cost increases outside the control of the Service Provider, the Service Provider may request in writing a joint review of the Services and the Funding, and the Crown will consider and respond to this request within 10 business days.

## 13 Service Provider's Obligations

#### 13.1 Service Provider's Obligations

The Service Provider must provide the Services for the Term and in providing the Services must:

- (a) achieve the Outcomes and Key Performance Indicators specified in Schedule
   2;
- (b) comply with the Service and Performance Standards specified in Schedule 2;

- (c) participate in a quality and safety audit conducted by the Crown at least once in a three-year cycle in accordance with the Quality and Safety Framework.
- (d) comply with the terms and conditions of this Agreement;
- (e) provide all Reports; and
- (f) provide any other information required under this Agreement or reasonably requested by the Crown from time to time.

#### 13.2 Equity in Service delivery

In delivery of the Services, the Service Provider will ensure that the Services are delivered in a manner which recognises the diversity of needs of people in Tasmania and in a manner which promotes fairness and opportunity for Consumers of diverse backgrounds and abilities so that they can participate fully in the economic, social and cultural life of Tasmania.

#### 13.3 Due Care and Diligence

In carrying out the Service, the Service Provider must:

- (a) use all proper care and due diligence;
- (b) comply with any codes of conduct, ethics or other relevant standards;
- (c) comply with all relevant Laws;
- (d) to the satisfaction of the Crown, comply with the Quality and Safety Framework;
- (e) comply with any service specialist standards as negotiated with the Crown;
- (f) commit to continuous quality improvement;
- (g) comply with any policy of the Crown notified to the Service Provider in writing; and
- (h) take all appropriate measures to ensure that no fraud occurs (including fraud upon the Crown).

#### 13.4 Consumer Satisfaction

The Service Provider must:

- develop and implement guidelines and procedures for receiving feedback and resolving complaints from its Consumers about the delivery of the Services; and
- (b) advise Consumers and other persons with a relevant interest including the Department of the procedures available for the referral of feedback and complaints in relation to the delivery of the Services.

## 14 Records, Reports and Acquittals

#### 14.1 Reporting obligations

The Service Provider must:

- (a) keep comprehensive and accurate accounts and records of its use of the Funds that can be separately identified from other funds, accounts and records of the Service Provider;
- (b) retain the accounts and records referred to in Clause 14.1(a) for a period of seven years after the Termination Date or such longer period as may be required by Law;
- (c) keep comprehensive written records of the conduct of the Service including progress against the activities detailed in Schedule 2;
- (d) produce reports, information and other Material under or in connection with this Agreement and otherwise as reasonably required by the Crown;
- (e) provide all reports, information and other Material to the Crown in the format required by the Crown and in accordance with the timeframes specified in Schedule 3 of this Agreement and otherwise promptly upon demand;
- (f) maintain records that demonstrate engagement with the Quality and Safety Framework. Engagement will be demonstrated by evidence of continuous quality improvement against recognised international, national or State standards relevant to the services being funded through this Agreement;
- (g) maintain records that demonstrate evidence of continuous quality improvement and compliance with any service specialist standards, as negotiated with the Crown;
- (h) complete from time to time the Department's acquittal processes including the Annual Grant Financial Accountability Report; and
- (i) provide as required by the Department the accounts referred to in clause 14.1(a) in a form prepared in accordance with accepted accounting practices and standards.

#### 14.2 Crown feedback

The Crown will provide feedback to the Service Provider on the content and sufficiency of the Service Provider's reports. The Crown may require further clarification and action by the Service Provider resulting from this feedback which the Service Provider must promptly provide.

## 15 Acknowledgement and Publications

#### 15.1 Acknowledgement

- (a) The Service Provider must acknowledge the funding contribution of the Department (or the Crown) to the Services in any relevant correspondence, public announcement, advertising material, reports, website or other Material produced by or on behalf of the Service Provider.
- (b) This acknowledgement should be through use of the 'Supported by Crown' logo or, if more appropriate, in text form. Examples of text acknowledgement include:
  - (i) Supported by the Crown through the Department for Education, Children and Young People.
  - (ii) Funded by the Crown through the Department for Education, Children and Young People.
  - (iii) A Crown initiative.
  - (iv) JCP Youth Ltd receives funding from the Crown, through Department for Education, Children and Young People, to provide these service(s):

Youth Support

(c) Where the Department's contribution includes funds from a national partnership agreement or other funding source, the Service Provider must contact the Department to discuss any additional acknowledgement required.

#### 15.2 Logos

The Crown logo can be obtained by contacting the Department via <u>ServiceCentre@decyp.tas.gov.au</u>. The Service Provider must only use the logo in accordance with the current Tasmanian Government Style Guide and Logo Policy, and with prior approval in writing from the Department. Copies of all materials using the logo must be forwarded to the Department prior to publication to ensure the logo is used appropriately.

#### 16 Crown Access to Premises and Records

#### 16.1 Crown Access to Premises

The Service Provider must, upon being given 24 hours' notice in writing and stating the reasons give any person authorised by the Secretary access to any premises, other than a Consumer's private accommodation, used by the Service Provider.

#### 16.2 Crown Access to Records

(a) The Service Provider must upon being given 24 hours' notice in writing and stating the reasons allow any person authorised by the Secretary access to all records, accounts, documents and papers relating to this Agreement.

- (b) The Service Provider shall provide the person authorised by the Secretary with all reasonable assistance and adequate facilities in meeting the requirements of this Clause 16.
- (c) The Service Provider must permit the Crown to take a copy of any records, accounts, documents and papers relating to this Agreement.
- (d) In accordance with the Crown's Consumer Related Reportable Incident Reporting Policy for Tasmania's DHHS Funded Community Sector, where any reportable consumer related incident occurs, the Service Provider must allow any person authorised by the Crown immediate access to all records, accounts, documents, papers relating to those incidents.

## 17 Specified Personnel

- (a) Where provided for in Schedule 1, the Services must be personally undertaken only by Specified Personnel or by another person or persons first approved of in writing by the Secretary.
- (b) Approval by the Secretary of alternative Specified Personnel will only be granted where the Secretary, in the Secretary's sole discretion, is satisfied that the alternative Specified Personnel meet both the requirements set out in clauses 18 and 19 of this Agreement and any other requirement that the Secretary determines appropriate in the circumstances.
- (c) The Service Provider may arrange for its employees or volunteers to assist Specified Personnel in delivery of the Services provided those employees or volunteers meet the standards set out in clauses 18 and 19.
- (d) The Service Provider must keep and provide immediately on demand by the Secretary a record showing at all times which individual Consumers are being provided Services by which particular Specified Personnel.

## 18 Skill and Competency of Employees and Volunteers

The Service Provider acknowledges that it is the employer of persons and may be supported by volunteers in the provision of Services. The Service Provider will ensure that all staff, whether Specified Personnel, employees or volunteers, are:

- appropriately qualified and skilled, and where appropriate, credentialed and registered; and
- (b) provided with adequate support, training, debriefings and directions to enable them to effectively perform their duties.

## 19 "Fit and Proper" Staff, Agents and Subcontractors

#### 19.1 Fit and Proper Persons

The Service Provider must institute procedures to ensure that all persons (whether Specified Personnel, employees or volunteers) engaged by the Service Provider to deliver the Services are fit and proper persons, where "fit and proper" means the person:

- (a) is capable of providing an adequate standard of care in relation to the Services;
- (b) understands the needs of Consumers and their children (where relevant); and
- (c) is of good character and is suitable to be entrusted with the care of Consumers.

#### 19.2 References and Checks

- (a) As part of its employment practices in respect of persons who will or will be likely to have contact with Consumers for purposes of delivering the Services and in determining whether they are 'fit and proper' persons, the Service Provider must:
  - (i) request from applicants personal references which must be checked by the Service Provider; and
  - (ii) where the Registrar will issue a registration card, relevant to the employee position, only employ persons who hold a current registration card issued under the *Registration to Work with Vulnerable People Act* 2013, or
  - (iii) where the Registration to Work with Vulnerable People Act 2013 does not apply, or is not relevant to the employee position, obtain a police history check from the Tasmanian Police or other State, Territory or Commonwealth enforcement Agency where the volunteer, employee, subcontractor, or agent has volunteered, been employed or contracted, or has lived for any period of time greater than 6 months.
- (b) The Service Provider must provide to the Crown at its request evidence of personal references, evidence of personal reference checks, evidence of registration under the Registration to Work with Vulnerable People Act 2013 and/or evidence of police checks.

#### 19.3 Employee History in Respect to Services Provided to Children

(a) With respect to the Services provided to children, the Service Provider's process for the selection of employees, volunteers, subcontractors and agents must be designed so that applicants are required to demonstrate the qualities and requirements in Clause 19.1.

- (b) The Service Provider must be satisfied that any person referred to in Clause 19.1 is "fit and proper" for the purpose of providing the Services to children. The Service Provider must determine if, in respect of any such person:
  - there has been recorded against them any conviction in Australia or overseas of an offence involving children (including but not limited to child abuse, assault and neglect); and
  - there has been any action taken in Australia or overseas in respect of the protection of children who were under the guardianship or custody of the person; and
  - (iii) whether there have been any adverse findings or disciplinary proceedings in any previous place of employment which involved children.

## 20 Obligation to Continue Service Provision

The Service Provider is not relieved of its obligation to carry out the Service as required by this Agreement merely because the Crown may involve itself in carrying out any of the Services.

## 21 Reporting of Special Circumstances

The Service Provider must immediately notify the Department in writing of any event or circumstance which might reasonably affect the provision and delivery of the Services in accordance with this Agreement. This includes the notification of reportable incidents involving Consumers, staff or volunteers including but not limited to those incidents referred to in clause 16.2(d).

#### 22 Review of Service Provider

- (a) The Crown may at its own expense conduct an audit or performance review of the Service Provider at any time:
  - (i) if the performance of the Service Provider gives rise to reasonable concerns of the Crown as to proper delivery of the Services; or
  - (ii) as part of the Crown's service monitoring procedures.
- (b) The Service Provider agrees to:
  - cooperate with the Crown in relation to the conduct of any such audit or performance review; and
  - (ii) make available all relevant information and documents required for the purposes of the audit or performance review within 10 business days of a written request by the Crown.

## 23 Liability for Use of Funds

- (a) The Funds must only be used for the purpose of carrying out the Services in accordance with the terms and conditions of this Agreement.
- (b) The Crown accepts no liability for:
  - (i) any debts incurred by the Service Provider;
  - (ii) any monies owing by the Service Provider to its officers, employees, agents, subsidiaries, partners or affiliates.

#### 24 Indemnities

#### 24.1 Service Provider Indemnifies the Crown

The Service Provider indemnifies the Crown against all present and future legal liability, loss, damage, claims or proceedings (reduced by any proportionate liability attributable to the actions of the Crown) arising out of any or any combination of the following:

- any obligation arising out of this Agreement including but not limited to the provision of the Services;
- (b) any breach of this Agreement;
- (c) any act or omission of the Service Provider including the Specified Personnel, the Service Provider's employees, volunteers and agents in delivering the Services and/or performing any other obligation arising out of this Agreement;
- (d) personal injury or death of any person;
- (e) loss or damage to real or personal property of any person;
- (f) financial loss to any person.

#### 24.2 Nature of Indemnities

The indemnities in Clause 24.1 are:

- (a) continuing obligations of the Service Provider separate and independent from any other obligations; and
- (b) survive the termination of this Agreement.

#### 25 Insurance

(a) The Service Provider must take out and keep current throughout the Term separate contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia indemnifying the Crown's and the Service Provider's respective liability for:

- (i) personal injury to or death of any person; and
- (ii) either or both loss of or damage to the property of any person;
- for not less than twenty million dollars (\$20,000,000) for each individual claim or series of claims arising out of a single occurrence or for such other amount as the Secretary reasonably determines;
- (iv) the Service Provider's liability for workers' compensation;
- (v) the Service Provider's liability for professional negligence, for at least the sum stated in Schedule 1, for any one claim or series of claims, arising out of a single occurrence and for a term of six years after termination of this Agreement; and
- (vi) any other insurance necessary to properly mitigate the risks associated with providing the Service.
- (b) The liability to be insured against under Clause 25(a) is liability arising from, or attributable to, the Service Provider carrying out the Services under this Funding Agreement, to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the Service Provider or the Service Provider's employees or agents.

#### 26 Evidence of Insurance

The Service Provider must provide the Secretary with a certificate of currency for each insurance contract taken out under Clause 25:

- (a) before the Service Provider starts to provide the Services;
- (b) annually thereafter; and
- (c) within 48 hours of request.

## 27 Service Provider not to Prejudice Insurance Cover

The Service Provider must not do anything or permit anything to be done as a result of which:

- (a) insurance taken out under Clause 25 or any part of it becomes invalid or is rendered unenforceable; or
- (b) any rate or premiums of any such insurance are liable to be increased; or
- (c) the Crown is put at risk.

#### 28 Confidential Material and Information

#### 28.1 Personal Information Protection Act

Nothing in this clause derogates from a Party's obligations under the *Personal Information Protection Act 2004 (Tasmania)* or the *Privacy Act 1988 (Commonwealth)*.

If, in connection with the Funding Agreement, the Service Provider is, or becomes, a personal information custodian (for the purposes of the PIP Act), the Service Provider must:

- (a) comply with its obligations under the PIP Act as a personal information custodian; and
- (b) immediately notify, in writing, the Crown if the Service Provider becomes aware of a breach, or possible breach, of those obligations.

#### 28.2 Confidentiality of Consumer Records

- (a) The Parties must keep personal or confidential information collected and recorded in a manner that ensures the confidentiality of the Consumers.
- (b) The Service Provider will develop and implement a policy and procedure which provides individual Consumers of the Service Provider with reasonable access to personal, life, health or financial information held and used by the Service Provider in respect of services provided to the Consumer under this Agreement.

#### 28.3 Publishing Information

Despite any confidentiality or Intellectual Property right subsisting in this Agreement or a schedule, appendix, annexure or attachment to it (the Agreement) and to the extent allowed by law, either Party may publish all or any part of it (the Agreement) without reference to the other.

#### 28.4 Service Provider must not Disclose Confidential Material

Without limiting the effect of Clause 28.3, the Service Provider must not publicly disclose, or use for a purpose other than this Agreement, any Material or other Records, information or reports relating to this Agreement without the Crown's prior written consent, except to the extent that:

- (a) the Confidential Material is available to the public generally, other than by breach of this Agreement;
- (b) a law requires the Service Provider to disclose, file, record or register something that includes Confidential Material;
- (c) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;
- it is necessary or advisable to disclose the Confidential Material to a taxation or fiscal authority;

- (e) the Confidential Material is disclosed confidentially to professional advisers to
  - (i) to get professional advice about this Agreement; or
  - (ii) to enforce this Agreement; or
  - (iii) the Parties agree otherwise in writing.

#### 28.5 Employee Compliance

The Service Provider must ensure that all persons who have access to Confidential Material, are aware of, and comply with, all confidentiality obligations affecting it.

## 29 Intellectual Property

- (a) Any Intellectual Property rights and title to, or in relation to, Material created using Funds under this agreement will vest, upon its creation, in the Service Provider.
- (b) The Service Provider grants to the Crown a perpetual, irrevocable, royalty-free and licence fee-free, worldwide, non-exclusive licence (including a right of sublicence) to use, copy, and modify the Material referred to in Clause 29(a).
- (c) If requested by the Crown, at the end of the Funding Term or on the earlier termination of this Agreement, the Service Provider must deliver a complete copy of the Material referred to in Clause 29(a) to the Secretary.

## 30 Dispute Resolution

- (a) If a dispute or difference (called collectively a "dispute") arises, both Parties agree to deal with the dispute in the following way:
  - the Party who claims that a dispute exists will send the other Party a notice setting out the nature of the dispute;
  - (ii) the Parties will then try to resolve the dispute by negotiation, and for that purpose may authorise persons to act for them;
  - (iii) the Parties will try to resolve the dispute within 10 Business Days from when the notice is given.
- (b) If the dispute is not resolved within 10 Business Days from when the notice is given by one Party to the other, either Party may submit the dispute to a form of alternative dispute resolution (including mediation).

## 31 Dispute Resolution Protocols

(a) The Parties commit to resolving disputes as quickly and efficiently as possible.

- (b) If an alleged breach of the Agreement has been notified to the other Party and a dispute arises over the nature of the breach or the breach occurred because a provision in the Agreement was impossible to fulfil, within 20 days the Parties are to provide each other with a statement detailing:
  - (i) the issue and the facts giving rise to it;
  - (ii) any action already taken to resolve it;
  - (iii) the likely consequences if the dispute continues;
  - (iv) proposed solutions to the dispute.
- (c) Within 14 days, the representatives of both Parties must discuss the matters provided in the statements in order to resolve the dispute.
- (d) If the dispute remains unresolved after these discussions, the Secretary is to refer the matter to a meeting between the Parties and an independent third party agreed on by both Parties who has the appropriate experience or qualifications.
- (e) The independent third party appointed under Clause 31(d) acts as an expert and not as an arbitrator in settling any dispute.
- (f) The costs in settling any dispute are to be borne by the Parties:
  - (i) as the expert determines; or
  - (ii) if the expert does not so determine, in accordance with the Commercial Arbitration Act 2011.
- (g) A Party continues to have any right of appeal or redress under any Law.

## 32 Terminating the Agreement

#### 32.1 Right to Terminate

- (a) The Crown may terminate this Agreement or reduce its scope at any time by giving the Service Provider three months written notice, setting out the reasons for the termination.
- (b) The Service Provider may terminate this Agreement by giving the Crown three (3) months written notice setting out the reasons for the termination.
- (c) If the Agreement is terminated or the scope reduced pursuant to this clause, the following provisions apply.

#### 32.2 Maintaining Service

The Service Provider during the period between giving or receiving notice and termination must:

- (a) use its best endeavours to maintain the Service; and
- (b) co-operate with the Crown in seeking the provision of any appropriate alternate service for its Consumers.

#### 32.3 Crown Liability

The Crown is only liable to the Service Provider for:

- (a) payments that were due to the Service Provider before the date of termination or reduction; and
- (b) reasonable costs the Service Provider incurs as a direct result of the termination or reduction (but subject to Clause 32.4 below).

#### 32.4 Reasonable Costs

- (a) The Crown need only pay the Service Provider the reasonable costs in Clause 32.3(b) if it:
  - (i) complies strictly with this clause 32; and
  - (ii) provides written evidence to satisfy the Secretary of the amounts claimed.
- (b) The Crown is not liable to pay the Service Provider compensation for any loss of profits or benefits that it would have received had the termination or reduction not occurred.

## 33 Suspension of payment of Funds

- (a) The Crown may at any time withhold any or all of a payment of Funding when due if it considers that the Service Provider:
  - (i) has not spent Funding in accordance with this Agreement; or
  - (ii) has breached any other term of this Agreement.
- (b) The Crown must pay any withheld payment to the Service Provider once the Crown is satisfied that the Service Provider has performed the Services relevant to which the payment relates or remedied the breach.

## 34 The Crown's Right to Terminate for Default

The Crown can terminate this Agreement immediately by the Secretary giving written notice to the Service Provider if any of the following occur:

(a) the Service Provider breaches any of its obligations under this Agreement and the Crown considers that the breach cannot be rectified;

- (b) the Service Provider breaches any of its obligations under this Agreement and it does not rectify the breach within 10 Business Days after the Crown giving the Service Provider a notice to rectify it;
- (c) in relation to this Agreement, the Service Provider breaches any Law;
- (d) the Crown considers that the decision to approve the Funding was affected by a statement in the Service Provider's application for Funding that was incorrect, incomplete, false or misleading;
- (e) if the Secretary is of the view that the Service Provider is unable to pay all of its debts as they fall due;
- (f) the Service Provider has come under external administration, or has applied to come under external administration, or has received a notice requiring it to show cause why the Service Provider should not come under external administration. This includes any external administration referred to in the Corporations Act 2001;
- (g) the Service Provider has become insolvent or entered into a scheme of arrangement with creditors;
- (h) the Service Provider makes an arrangement with its creditors or is made bankrupt under the *Bankruptcy Act 1966*;
- (i) the Service Provider ceases to have a properly constituted Board (or Committee) of Management or has been unable to form a quorum at two consecutive Board/Committee meetings or is otherwise incapable of providing the service in accordance with its constitution;
- any circumstance occurs that prevents the Service Provider from legally undertaking any service funded under this Agreement;
- (k) the Secretary is of the view that Consumers are at risk.

## 35 Arrangements at the end of the Term or on early termination

- (a) Upon the expiry or earlier termination of the Term the Service Provider must if directed to do so by the Crown use all reasonable endeavours to do all things and obtain all consents and assignments necessary to enable the Crown or its nominated alternative service provider to provide the Services.
- (b) Without limiting sub-clause (a) of this clause, the Service Provider agrees that as at the Termination Date it must cooperate with the Crown in seeking a transfer of the delivery of the Services to the Crown to an alternative service provider.
- (c) Upon the expiry or earlier termination of the Term, the Service Provider must deliver to the Crown all Material and any other Records, information or reports

relating to this Agreement in its possession or control and if necessary, transfer any Intellectual Property forming any part of that material to the Crown. Where necessary, the Service Provider must obtain any consents required from other parties to enable use by the Crown of this material.

## **Additional Information Related to Solvency**

The Service Provider must immediately notify the Crown in writing of any of the following:

- (a) any action in relation to the winding up or liquidation of the Service Provider;
- (b) the appointment of a receiver or manager under administration; or
- (c) any arrangement between the Service Provider and its creditors.

## 36 Governing Law

This Agreement is governed by the law of Tasmania.

## 37 Entire Agreement

This Agreement comprises the entire agreement between the Parties about the subject matter of this Agreement. It supersedes all prior communications, negotiations and agreements, whether oral or written, about the subject matter of this Agreement.

## 38 Variation of this Agreement

#### 38.1 Variation

- (a) This Agreement may only be varied in writing, signed by both Parties.
- (b) The Parties may, as a result of any joint review, agree in writing to vary the Funding amount, the Services and/or the Service requirements.

## 38.2 Variation caused by Legislative Requirement, Government Policy or Crown Policy or procedural requirement

- (a) If a new Legislative Requirement, Government Policy, Crown Policy or procedural requirement or a change in a Legislative Requirement, Government Policy or Departmental policy including procedural requirement after the date of this Agreement necessitates:
  - (i) a change to this Agreement; and
  - (ii) has effect after the date of this Agreement;
- (b) then to the extent to which the Services or the Funds or the methodology of determining the quantum of the Funds are changed by that Legislative Requirement, Government Policy, Crown Policy or procedural change that is

taken to be a variation to this Agreement without the requirement for acknowledgement in writing by each party.

## **Enforcement of Part of the Agreement**

The Crown is not prevented from enforcing any part of this Agreement merely because:

- (a) it did not enforce that part on an earlier occasion; or
- (b) it does not enforce another part.

## 39 Assignment of Rights

- (a) The Service Provider must not assign its rights under this Agreement without first getting written consent from the Crown.
- (b) In this Clause 39, "assign" includes novate or transfer, in whole or in part.

# 40 Subsidiaries, Subcontractors, Agents, Associates and Affiliates

The Service Provider must not subcontract any of its obligations under this Agreement without first obtaining the written consent of the Secretary. If the Service Provider is permitted to subcontract, then:

- (a) The Secretary may impose any conditions considered appropriate, and the Service Provider must comply with them.
- (b) The Service Provider is not relieved of its obligation to carry out the Service as required by this Agreement merely because it subcontracts any part of the Agreement.
- (c) The Service Provider must ensure that any subsidiaries, subcontractors, agents, associates and affiliates comply with all obligations binding on it under this Agreement, and that any subcontract (and any further subcontract) imposes these obligations on the subcontractor.
- (d) The Service Provider must exercise any right of termination that it has against any of its subsidiaries partners, associates or affiliates where the Crown terminates or reduces the scope of this Agreement under either Clauses 32 and/or 34.
- (e) The Service Provider will ensure that it uses either or both employees or subsidiaries, subcontractors, agents and affiliates with the necessary professional qualifications, registrations and experience to provide the Services under this Agreement.

## 41 Service Providers Relationship to the Crown

- (a) The Service Provider is not by virtue of this Agreement, or for any purpose, an officer, employee, partner or agent of the Crown, or invested with any power or authority to bind or represent the Crown.
- (b) The Service Provider must not represent itself and must ensure that its officers, employees, agents and subsidiaries or joint venture partners do not represent themselves, as being an officer, employee, partner or agent of the Crown, or as otherwise able to bind or represent the Crown.

## 42 Certain Clauses Continue after this Agreement Ends

(a) The termination or expiry of this Agreement, for any reason, does not affect the continued operation of the following clauses:

Clause 7 - Repaying the Funding

Clause 9 - Taxes, Duties and Government Charges

Clause 14 - Records, Reports and Acquittals

Clause 15 - Acknowledgement and Publications

Clause 24 - Indemnities

Clause 25 - Insurance

Clause 28 - Confidential Material and Information

Clause 29 - Intellectual Property

(b) The continued operation of any other clauses that, by their nature, survive termination or expiry.

#### 43 Notices

#### 43.1 How to Give a Notice

Any notice or other communication to be given or made under this Agreement must be in writing and addressed as the case may be to the Parties at their addresses in Schedule 4.

#### 43.2 How to Serve a Notice

A notice or other communication is taken to have been duly served:

- (a) in the case of hand delivery when delivered;
- (b) if sent by prepaid post on the third Business Day after the date of posting;
- (c) if sent by facsimile transmission (if the sending facsimile machine produces a print out of the time, date and uninterrupted transmission record of the sending of the notice) - upon completion of sending, if completion is within ordinary

- business hours in the place where the recipient's facsimile machine is located, but if not, then at 9.00 am on the next Business Day in that place;
- (d) if sent by electronic (email) transmission upon completion of sending, if completion is within ordinary business hours in the place where the recipient's is located, but if not, then at 9.00 am on the next Business Day in that place.

#### 43.3 Signatures

A printed or copied signature is sufficient for the purposes of sending any demand written consent or other communication by facsimile or electronic transmission.

#### 44 Severance

- (a) If any provision of this Agreement or its application to any person or circumstance is or becomes invalid illegal or unenforceable then so far as possible the provision will be read down to the extent necessary to ensure that it is not illegal invalid or unenforceable.
- (b) If any provision or part of it cannot be so read down, then the provision or part of it will be taken to be void and severable and the remaining provisions of this Agreement will not be affected or impaired in any way.

## 45 Altering the Basic Nature of this Agreement

Clause 44 has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

## 46 Cumulative rights

Any express right or remedy or obligation of the Crown in this Agreement is without prejudice to any other right or remedy of the Crown either in this Agreement or arising at Law and are cumulative with and not exclusive of any right or remedy arising at Law.

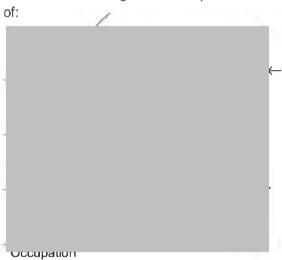
## **Special Terms and Conditions**

- (a) The special terms and conditions (if any) in Schedule 5 form part of this Agreement.
- (b) If there is any inconsistency between special terms and conditions in Schedule 5 and another provision in this Agreement then the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Schedule 5 is not to be taken to be inconsistent with another provision in this Agreement if the special term or condition and the other provision in this Agreement are both capable of being complied with.

#### Executed as an Agreement.

## Signing Page

Signed for on behalf of The Crown in Right of Tasmania by Ginna Webster, being Acting Secretary, Department for Education, Children and Young People, a duly authorised person under an Instrument of Delegation in the presence of:



3 / 2 / 2 S A

**Executed** for and on behalf of JCP Youth Ltd in accordance with section 127 (1) of the *Corporations Act 2001* (Cwlth):

Name and capacity (print)  03/92/2025  Date	
03/02/2025 Date	

FA-00003664 JCP Youth Ltd Page - 33 - of 53

# Schedule 1 - Funding and Payment Terms

### The Beast Program

Funding Details		
1.1	Amount of Funding	The amount of funding for the three (3) years of this Agreement is \$3,700,000
1.2	Indexation	Indexation is not applicable to this agreement.
1.3	Funding by Service	The total amount of Funds per annum payable by the Department itemised by Service is set out in the Funding Table below:

### **Funding Table**

Service	Base Funding	Indexation	Total Funding (ex GST)	GST	Total Funding
Youth Support - BEAST - 2024-25	\$256 944	n/a	\$256 944	\$25 694	\$282 638
Youth Support - BEAST - 2024-25	\$256 944	n/a	\$256 944	\$25 694	\$282 638
Youth Support - BEAST - 2025-26	\$1233,333	n/a	\$1233 333	\$123 333	\$1356 666
Youth Support - BEAST - 2026-27	\$1233 333	n/a	\$1233 333	\$123 333	\$1356 666
Youth Support - BEAST - 2027-28	\$359 723	n/a	\$359 723	\$35 973	\$395 695
Youth Support - BEAST - 2027-28	\$359 723	n/a	\$359 723	\$35 973	\$395 695
TOTAL	\$3,700,000	n/a	\$3,700,000	\$370,000	4,070,000

### **Funding Timetable**

1.4 Timing of Payments Subject to Clause 10 of the Agreement, the Department will, within 5 Business Days of the beginning of each calendar quarter, pay a percentage of the annual funding due to the Service Provider by electronic transfer to the account notified to the Department in writing.

1.5	Payment Schedule	Payment will be made according to the following schedule on receipt of the signed agreement.  For the 2024-2025 Financial Year		
		Payment Date	Amount of Funding Paid	
		01/02/2025 or on receipt of signed agreement	\$282 638	
		01/04/2025	\$282 638	
		For the 2025-26 and 2026-27 Financial Years		
		Quarter Beginning	Percentage of Annual Funding Paid	
		1 July	40%	
		1 October	20%	
		1 January	20%	
		1April	20%	
		For the 2027-2028 Financial Year		
		01/07/2027	\$395 695	
		01/10/2027	\$395 695	
1.6	Varying the Payment Schedule	subject to the agreement of the	funding to be paid may be varied, e Parties. Where the percentage is the Service Provider with a revised s Days of the variation.	
1.7	Commencement Date	01 February 2025		

1.8	Completion Date	31 January 2028
1.9a	Professional Indemnity Insurance Cover	\$10 000 000 per claim
1.9b	Public Liability Insurance Cover	\$20 000 000 per claim
1.10	Specified Personnel	Not Applicable

# **Schedule 2 – Services and Performance Standards**

## **The Beast Program**

2.1 Service Specif	Service Specifications	
Service Provider	JCP Youth Ltd	
Program	Youth Justice	
Service Type	Youth Support	
Service Name	JCP Youth BEAST Program	
AIHW Service Classificati	on(s)	
Ao8.1.99 Other community	services elsewhere classified	
AIHW Delivery Setting(s)		

Service Location(s)		
Service	Outlet Name	Address
JCP Youth Ltd	Operations and Administrative location	

2.2 Purpose of th	ne Funding Agreement
2.2.1 Purpose of Funding	JCP Youth will use the funding to provide 54 full time places within the existing JCP Youth BEAST Program (the Program) for Department referrals for the duration of the Agreement.
	The funding will support JCP Youth to deliver the Program, aimed at providing diversionary and mentoring services for at-risk young people. The Program seeks to address offending and at-risk behaviours, promote pro-social development, and improve outcomes for young people through tailored support and meaningful engagement opportunities.
2.2.2 Special Legislation	The services outlined in this Schedule are to be delivered in accordance with the following special legislation:
	Registration to Work with Children and Vulnerable People Act 2013 (Tasmania)
	Personal Information Protection Act 2004 (Tasmania)
	Child and Youth Safe Organisations Act 2023 (Tasmania)
	Youth Justice Act 1997 (Tasmania)
	• Children, Young Persons and Their Families Act 1997 (Tasmania)
	Family Violence Act 2004 (Tasmania)
	Disability Rights, Inclusion and Safeguarding Act 2024 (Tasmania)
	Bail Act 1994 (Tasmania)
2.2.3 Strategic Objectives	The key strategic objectives universally applicable to all Child Safety and Justice Operations capabilities are:
	"to provide for the care and protection of children and young people in a manner that maximises a child's opportunity to grow up in a safe and stable environment and to be given every opportunity to reach his or her full potential, and
	to encourage, support and enable children and young people to participate in decision making and planning processes that impact their life circumstance and future."
	In particular, this Agreement the service will be guided by the following:

- Youth Justice Blueprint 2024-2034:
  - Supporting children and young people to prevent contact with the youth justice system.
  - Addressing offending behaviour by children and young people.
  - Supporting children and young people to re-enter the community through pro-social pathways.
- The Youth Justice Diversionary Services Framework
- The Youth Justice Model of Care, and
- Commission of Inquiry into the Tasmanian Government's Responses to Child Sexual Abuse in Institutional Settings Recommendations (September 2023).

#### 2.2.4 Consumer Outcomes

The Service Provider will ensure that service delivery models employed are consistent with providing positive outcomes for Consumers and utilise evidence-based and therapeutic practice.

The outcomes sought for children and young people through all Child Safety and Youth Justice Operations capabilities are:

"Being loved, safe and valued
Having material basics
Learning
Participating, and
Having a positive sense of culture and identity."

In alignment with the goals of the Program, the expected outcomes for each child and young person participating in the service are as follows:

- reduce offending behaviour and recognise the harm their actions do to themselves and those around them.
- improve capability and capacity to participate in positive and productive decision making and planning processes that impact their life circumstance, including accommodation choices.
- increase relational safety with individuals in the broader community and with pro-social adults and/or family.
- Positive increased sense of self, confidence and identity.
- increase capacity to access a range of informal and/or formal supports as needed, and
- engage in meaningful learning and are better prepared for job readiness through further education or employment.

#### 2.2.5 Activities

The services outlined in this Schedule will include the following activities below:

#### Overview

- JCP Youth delivers high-impact youth programs to children and young people who are at-risk or vulnerable in the community by providing crucial support and mentorship. The Program is a responsive, outreach program aimed at positive mentorship for young males aged 11 – 17 years through referrals from the Department.
- The Program offers:
  - o access to membership
  - outdoor recreation programs and development camps
  - o community-based support
  - outreach available seven days a week, 24 hours a day
  - o emergency and respite accommodation, and
  - o programming that supports prosocial behaviour.
  - Full participants are categorised as young people actively engaged in all aspects of the BEAST Program, receiving intensive mentoring and case management.

#### **Program Scope and Structure**

- The Program operates statewide and over three years, will support:
  - 54 Department-referred 'full participants' (nominally 6 placements per year in each region; the South, North, and North West); and
- Regional allocations for Department referrals can be varied in consultation with the Department to meet demand.
- The Program length is a maximum of 12 months per participant; however, the length of time a participant is involved is variable and determined on the participant's level of engagement with the content and their ability to meet the program objectives.
- Referred 'full participants' are supported and encouraged to complete the full 12-month Program.
- All funded 'full participant' placements are for young males aged 11 – 17 years, referred through mutually agreed processes between JCP Youth and the Department.

#### **Department Referrals**

- There are 54 funded referral places over three years, all designated for full participants who will engage in the Program.
- The Department will complete an internal coordinated assessment approach, to ensure those most in need of diversionary services are prioritised.
- Bulk referrals by the Department will be avoided to allow JCP Youth to determine the referred participant's suitability and readiness to the Program, commence engagement and of the referred participant.
- · The Department will prioritise referrals as follows:
  - Young people involved in court/repeat offending behaviours who may be disengaged from formal education and/or relevant support services.
  - Young people exiting custodial sentencing with an identified recidivism risk.
  - Young people in contact with the youth justice system with a remanded status.
  - Young people demonstrating impulsive and risktaking, offending-related behaviours, and/or
  - Any identified young person who is likely to benefit from a diversionary program, at the Department's discretion.
- JCP Youth will complete a further Program suitability assessment using the current JCP Youth BEAST Program Guidelines within a reasonable timeframe, with the expectation of the participant commencing in the Program within 3-months of the Department referral being received through application of the established JCP Youth BEAST Program Guide (refer to the Attachments to this Agreement).
- JCP Youth will obtain written consent from both the referred participant and the participant's parent/s or guardian/s before the participant commences in the Program.
- Once a young person is assessed as suitable and accepted into the Program, the young person will commence in the Program within three months of the JCP Youth suitability assessment being completed.
- JCP Youth will inform the Department within a reasonable timeframe of the following:
  - each Program referral suitability assessment acceptance by JCP Youth, including agreement by the young person.

- each Program referral assessment rejection by JCP Youth and general reasoning.
- each young person's completion of the full Program, and
- each young person's early exit from the Program and reasoning, where known.
- Where JCP Youth has rejected a Departmental referral, JCP will accept reasonable requests to discuss the referral rejection.
- The Program is voluntary for participants. JCP Youth will spend appropriate time engaging with referred young person to develop a relationship before formally engaging them in the program.

#### **Multidisciplinary Service Support**

- Young people referred and accepted into the Program may be referred to other services during their time in the Program.
- Participants are reasonably supported by JCP Youth to connect with other services and encouraged to engage in multidisciplinary support services that complement the young person's therapeutic pathway while a participant in the Program.

#### **Program Operations**

- JCP Youth will support and encourage the Program participants to remain engaged in support services relevant to their individual therapeutic pathways.
- JCP Youth will actively participate in Youth Justice case meetings as requested by the Department and share current care plans as part of this process.
- JCP Youth will foster collaboration and open communication between its staff and volunteers, the young people engaged with JCP Youth, and support organisations to maximise the provision of therapeutic support provided by other services.
- JCP Youth will develop and implement reasonable reengagement strategies for participants showing signs of disengagement, including tailored follow-ups and casespecific interventions. Documented reasonable efforts will form part of quarterly reporting to the Department.
- JCP Youth will procure and contract any additional services required to operationalise the Program, ensuring due diligence and appropriate assessments are completed to guarantee the safety and wellbeing of program participants.
- JCP Youth will maintain regular communication with Community Youth Justice representatives and other relevant support services to advise on scheduled plans

or activities relating to JCP Youth participants that may impact any services provided to young people.

#### **Exit Strategies and Transition Planning**

- Each Program participant will be supported and encouraged to complete the full 12-month Program.
- It is acknowledged that despite best efforts by JCP Youth, some full Program participants will not complete the full program.
- Prior to a participant completing the Program, JCP Youth will:
  - Proactively work with the young person to prevent the risk of the participant exiting into homelessness, reverting to, or adopting risktaking behaviours and reoffending, with the aim of addressing recidivism risks.
  - Contact the Department within a reasonable and adequate time to discuss participant Program exit timeframes and strategies, and
  - Support the young person to remain engaged with support services, suitable to their level of need, and any legally mandated conditions, as relevant for each participant.
- Prior to a participant exiting the Program early, JCP Youth will:
  - Where reasonably practicable, proactively work with the young person to remain engaged and complete Program.
  - Contact the Department within 24 hours (excluding weekends) to discuss a participant who plans to or has exited the Program early and related circumstances, including known risks, if known.
  - Contact the Department within 24 hours (excluding weekends) if the participant reengages with the Program, including provision of support to the young person to remain engaged with support services and other legally ordered services, as relevant and suitable to the participant's level of need legal requirements.

#### Service Development and Continuous Improvement

- Every encounter with young people is continued to be logged in the JCP Youth case management system, which stores information for seven years and includes a reporting function.
- Continuous improvement practices may include the following, but are not limited to:

- Regular program evaluation and active participation in Tasmanian Government initiated overall program evaluation.
- Gathering and acting on feedback from stakeholders.
- Benchmarking against industry best practices.
- Professional development opportunities for staff and volunteers, and
- Fostering innovation and quality improvement.
- Amendments to the delivery of the Program that directly impact any, or all, Department referred participants must be discussed and agreed by the Department before implementation can occur.

#### Service Governance and Risk

- The Service has appropriate administrative and clinical governance policies and procedures in place to:
  - maintain a child safe organisation and adhere to Child and Youth Safe Standards, and
  - to maintain competency for appropriately trained practitioner and clinical supervision of participants.
- All staff and volunteers hold a valid registration under the Working with Vulnerable People Act 2013.
- Service delivery and the Service Provider's practice, model of care, staff and volunteer training and staff and volunteer performance management will prevent, to the greatest extent possible, any harm to the child and provider staff during service delivery.
- JCP Youth will maintain a dynamic service and risk management plan, updated annually, to address potential operational, reputational, and participant safety risks. The plan will include strategies for mitigation and an incident reporting framework.
- For the duration of the Agreement, JCP Youth will:
  - continue to deliver services under the direction of the established Board of Directors. The Board is responsible for the oversight of staff employment, resource allocation, and the approval of the annual budget.
  - The Board will continue to meet monthly, with sub-committees meeting regularly to address specific areas of governance, such as Clinical Governance, finance, fundraising and donations, governance and risk, and strategic partnerships and grants.

- The Board will continue to oversee operational application of the policies and procedure of the organisation.
- The Board members will continue to operate and be accountable through the documented Terms of Reference.

#### **Program Evaluation**

- The Program evaluation costs will not be provided by JCP Youth or considered as part of this Agreement funding.
- JCP Youth will participate in the evaluation of the JCP Youth BEAST Program to commence before the end of this Agreement.
- The Department aims for the program evaluation to be completed within 18 months of the commencement date.
- The Department will ensure JCP Youth are provided with a final version of the evaluation report before the final report is formally released.
- The evaluation will include evaluation of the Departmental funded services including, but not limited to:
  - Appropriate use of the allocated funding.
  - o Current and previous participants.
  - Individual participant and program evaluation and performance against the outcomes and KPIs.
  - Delivery of services according to the Youth Justice Diversionary Services Framework, JCP Youth policies, procedures, and the BEAST Program Guide, and
  - Any other reasonable evaluation criteria as determined appropriate, in collaboration with the Department and JCP Youth.
- JCP Youth will work collaboratively with the contracted organisation engaged to complete the evaluation to inform and provide or facilitate information as requested, including facilitation of feedback from previous and current JCP Youth BEAST participants, where reasonably practicable and ethically appropriate.
- Individual participant system-wide outcomes, such as long-term recidivism reduction, will be evaluated collaboratively with input from the Department and other agencies as identified by the Department. JCP Youth will provide program-specific data, while the Department will facilitate access to external datasets and stakeholders.
- The Department and JCP Youth will jointly review and refine KPIs biannually, considering program developments, participant feedback, and system-wide

		priorities. Any revisions will be documented and mutually agreed upon in writing.
2.2.6	Key Performance Indicators	The achievement of the purpose of the Funding Agreement and/or consumer outcomes will be monitored by reference to the following key performance indicators.
	(KPIs)	Service Delivery Reports will be provided as per 3.2.1 of this Agreement.

#### **Key Performance Indicators**

JCP Youth must maintain appropriate data to be included in an annual report issued to the Department by 31 October each funding year according to the KPIs.

Appropriate data collection refers to the young people referred to the Program by the Department. JCP Youth will collect and manage data related to program delivery and individual outcomes that are reasonably within their control.

JCP Youth and the Department will collaborate on evaluating broader outcomes for each young person participating in the Program, aligned with the Youth Justice Diversionary Services Framework and Youth Justice Outcomes Framework that are currently being developed. This collaboration will leverage aggregated data and insights to inform systemwide improvements and assess the long-term impacts of diversionary interventions, including the JCP Youth BEAST Program.

The KPIs outlined below will be reviewed and refined over the course of this Agreement to ensure they remain relevant and reflective of program and system objectives.

Key Performance Indicators (KPIs) under this Agreement refer to the 54 Department-referred full participants and are detailed below:

Н	OW MUCH DID WE DO?	HOW WELL DID WE DO IT?	
	Number of full participants referred.  Number of full participants currently enrolled in the Program.	Number and percentage of referred participants graduating or completing the full 12 months Program.	
	Number of participants engaged in the Program.  Number and percentage of participants with an active case plan in place during their time in the Program.	<ul> <li>Number and percentage of referred full participants enrolled and engaged in the Program within three months from referral.</li> <li>Percentage of disengaged participants re-engaged within 30 working days of initial withdrawal from the Program.</li> </ul>	
		Percentage of participants who disengage from the Program and do not re-engage to complete the full Program.	

#### IS ANYONE BETTER OFF?

- Number and percentage of full participants reporting a reduction in offending behaviours whist engaged in the Program.
- Number and percentage of full participants reporting a reduction in offending behaviours whilst engaged in the Program.
- Number and percentage of participants who report improvement in at least one risk factor area (as measured by JCP Youth wheel assessment) within six months of Program engagement.
- Number and percentage of participants who report improvement in at least five of eight risk factor areas by the 10-month mark of Program engagement.
- Number of participants who report improved short-term personal outcomes as identified in the JCP Youth BEAST Program Guide (improved confidence, family relationships, self-confidence etc.)

For collaborative evaluation of long-term participant outcomes:

- Number and percentage of full participants reporting a reduction in offending behaviours upon completion or exit from the Program.
- Number and percentage of full participants engaging with recreational and positive community opportunities.
- Number and percentage of participants re-engaging in or maintaining participation in formal education or training, and
- Number and percentage of age-appropriate participants securing meaningful employment.

#### 2.2.7 Service Specialist Standards Obligations

The Service Provider must demonstrate evidence of continuous quality improvement and compliance with these Service Specialist Standards:

- The Child and Youth Safe Organisations Framework:
  - o The Child and Youth Safe Standards.
  - o The Reportable Conduct Scheme.
  - Information sharing.
- The Youth Justice Diversionary Service Framework.
- The Youth Justice Model of Care.
- · Refer to the Attachments for details.

# Schedule 3 – Reporting

## The JCP Youth BEAST Program

3.1	Financial Accounta	ability Reporting
Financial Reporting – all Financial Reports are to be sent to:  Grants Management Team  Department for Education, Children and Young People  GPO Box 169 HOBART TAS 7001  communitysector.grants@decyp.tas.gov.au  Not Applicable.		
3.1.2	Annual Report	Within five months of the end of the Financial Reporting Year, the Service Provider will provide the Department with an Annual Report of the Service Provider.
3.1.3	Annual Grant Financial Accountability Report – for each funded service	By 31 October of each year, the Service Provider will provide the Department with:  • a completed Annual Grant Financial Accountability Report signed by two office holders or members of the Service Provider considered to be bona fide representatives of the Service Provider to the effect that the funding provided under this Agreement was received and disbursed for the purpose for which it was given; and  • where the total Funds received from the Department are greater than \$100,000 per annum, a certificate signed by an Approved Auditor to the effect that the Annual Grant Financial Accountability Report is properly drawn up and records presented give a true and fair view of the affairs of the Service Provider.
3.1.4	Financial Statements	Within four months of the end of the Financial Reporting Year, the Service Provider will provide the Department with a signed copy of the Service Provider's financial statements (including balance sheet and income statement) together with a signed audit opinion from an Approved Auditor.
3.1.5	Other Financial Information	The Service Provider must provide receipts and other evidence relating to the expenditure of the Funding Amount, including internal management information or

	extracts of reports from the Service Provider's financia management information systems, if requested by the Department.
3.2 Service Delivery	
Service Delivery Reporting -	all Service Delivery Reports are to be sent to:
(	Commissioning and Sector Engagement, Child Safety and Youth Justice Operations
1	Department for Education, Children and Young People
(	SPO Box 169 HOBART TAS 7001 Australia
)	outhjusticeservices@decyp.tas.gov.au
3.2.1 Service Delivery Reporting	The Service Provider must provide reports on the quantity of services delivered (on a service classification by service classification basis) as specified below.
Service	Service Delivery Reporting
Youth Support - JCP Youth BEAST Program	JCP Youth will submit service delivery reports using standardised templates provided by the Department, which will include mandatory data fields, qualitative summaries, and a compliance checklist based on the inclusions of this Agreement. Templates will be updated periodically to reflect refinements to KPIs.
	The provider will submit service delivery reports to the Department for the duration of the Agreement as follows:
	Annual Service Delivery Reporting:
	<ul> <li>Written annual reports on services delivered as per outcomes, Key Performance Indicators and other measures outlined in the Funding Agreement, using an agreed format.</li> </ul>
	<ul> <li>The annual reports will be detailed with the qualitative and quantitative reporting, as outlined in this Agreement, as well as financial reporting and acquittal, and risk management.</li> </ul>
	The annual reports will include details of how JCP Youth meets relevant legislative requirements, particularly noting Working With Vulnerable People registration for current and future JCP Youth employees and volunteers.

#### **Quarterly Service Delivery Reporting**

- Written progress reports every three months on the referred participant engagement and progress in the Program according to the outcomes and/or progress towards the outcomes.
- Quarterly reporting will be provided to the Department using an agreed format and will include current risks, issues and mitigation strategies.

#### **Program Evaluation**

- Collected evaluation during the term of the Agreement to evaluate the Program.
- The Program evaluation may be outsourced at the discretion of the Department and in agreement and collaboration with JCP Youth. JCP Youth will actively support the evaluation process.
- The Department will ensure the broader
   Program evaluation will commence before the end of this Agreement and be completed within 18 months of its commencement.
- JCP Youth will be provided with a copy of the final Evaluation report before its release.
- Also refer to clause 2.2.5 of this Agreement.

### 3.3 Quality and Safety Framework Reporting

All Reportable Consumer Related Incident reports are to be sent to:

Commissioning and Sector Engagement, Child Safety and Youth Justice Operations

Department for Education, Children and Young People GPO Box 169 HOBART TAS 7001 Australia

youthjusticeservices@decyp.tas.gov.au

# 3.3.1 Quality and Safety Framework

The Service Provider will demonstrate continuous quality improvement and safety activity to the satisfaction of the Crown in accordance with the Quality and Safety Framework for Tasmania's Funded Community Sector.

3.3.2	Reportable Consumer Related Incidents	Reportable consumer related incidents must be reported to the Department within 24 hours, or the next working day.
3.3.3	Reportable Conduct instances under the Child and Youth Safe Organisations Act 2023	In compliance with the <i>Child and Youth Safe Organisations</i> Act 2023 from 1 January 2024, the Service Provider will advise the Department within 24 hours of an instance of Reportable Conduct.
3.4	Other Service Information	
3.4.1	Other Information	The Service Provider will provide information to the Department on service planning and policy implications as identified by the Service Provider or if requested by the Department. This information may include, but is not limited to, information on new or unmet needs, service gaps, innovations in service delivery, policy review options, and systems issues.

## Schedule 4 - Other Conditions

Addresses for Delivery of Notices Made in Accordance with Clause 45:

#### Department

Department Contact	
Address	
Mailing Address	

#### Service Provider

Service Provider Contact	
Address	
Mailing Address	

# Schedule 5 – Special Terms and Conditions

Not Applicable

## **ATTACHMENTS**

- JCP Youth BEAST Program Guide
- · Youth Justice Model of Care
- Youth Justice Diversionary Services Framework
- Youth Justice Blueprint 2024-2034