

DEPARTMENT OF JUSTICE AND ATTORNEY-GENERAL

BRIEF FOR NOTING

Date 22 April 2013
To **Attorney-General and Minister for Justice**
From Steve Armitage, Assistant Director General, Youth Justice
Subject Protocols of Boot Camp in relation to Kuranda incident
Requested by Internally generated

RECOMMENDATION

To **inform** the Attorney-General and Minister for Justice of the protocols developed for Boot Camp Orders and their affect within the incident at the Kuranda Boot Camp on 22 April 2013.

ESTABLISHED PROTOCOLS

1. Upon receiving a Pre-Sentence Report request with a Boot Camp Order to be canvassed Queensland Police Service are advised of the request and invited to present any information that they wished to be taken into consideration for the suitability assessment.
2. A medical health assessment is arranged with a General Practitioner and any required further assessments, such as mental health screening, is arranged when required. An agreement had been established for Adolescent Forensic Mental Health Services to perform any required further mental health screenings.
3. The youth justice case worker completes the young person's intake form and sends this to the Safe Pathways Program Manager – Part A completed within 1 working day; Part B completed within 3 working days.
4. The Safe Pathways worker schedules a time and meets with the allocated Youth Justice caseworker to discuss the referral in detail.
5. The young persons referral is sent to the Collaborative Panel for a thorough review of any current issues needed to be taken into consideration, required activities through the Order, and suitability of young person for a Boot Camp Order. The Collaborative Panel has representation from Youth Justice, Safe Pathways, Department of Education and Training and Employment, Adolescent Mental Forensic Health Services, Child Safety, Alcohol Tobacco and Other Drug Services, Department of Aboriginal and Torres Strait Islander and Multicultural Affairs, The Northern Outlook, Act for Kids, and other Indigenous organisations.
6. Upon receiving the Boot Camp Order Youth Justice advises both the Commission for Children and Queensland Police Service – Cairns Prosecutions, Cairns CPIU, Mareeba CIB and the local Kuranda Police station.
7. During the residential phase if any incident had occurred that involved illegal behaviour or a contravention to the Order the Safe Pathways worker was to phone the Regional

FAILURE OF ESTABLISHED PROTOCOLS

30. The incident of sch.4/3/3 name absconding at 2pm on Sunday 21 April 2013 was not notified to either the Regional Director or Project Officer of Youth Justice.
31. Behavioural issues from 8pm not effectively managed as per Safe Pathways practice manual.
32. Child Safety After Hours were notified but no critical incident report was completed and no further contact made with the Regional Director or any other representative of Youth Justice.

ACTIONS

33. Safe Pathways to review and assess the staff practices are in line with their practice manual.
34. Further protocols established with Queensland Police Service to ensure communication occurs directly with Youth Justice Regional Director, and failure of this with the Assistant Director General for any matters relating to Boot Camp Orders requiring the attention of Police.
35. Multiple communication lines were not effectively established to ensure a failure at one communication pathway would not prohibit effective information flow.

POTENTIAL MEDIA

NOTED or APPROVED / NOT APPROVED Attorney-General and Minister for Justice Comments			
Jarrold Bleijie MP Contact Officer: Name: _____ Position: _____ Phone: _____ Date: _____		Chief of Staff and Principal Adviser Approved by: Name: _____ Position: _____ Phone: _____ Date: _____	
Attorney-General and Minister for Justice / /		Policy Adviser / /	
Approved by: Name: Steve Armitage Position: Assistant Director General, Youth Justice Phone: 07 3225 2035 Date: _____		Endorsed: John Sosso Director-General _____ / /	

☐ Election Commitment

☐ CBRC / Cabinet related

☐ ECM related

Youth Justice and Commission for Children and Young People and Child Guardian Boot Camp Local Working Agreement

Process

When a Boot Camp Order is granted:

- Youth Justice will notify within 1 business day the Zonal Manager, Commission for Children and Young People and Child Guardian (CCYPCG)

Residential visits:

- The CV or ZM, CCYPCG will contact Safe Pathways and negotiate a time, which is appropriate for both organisations, to come to the residential and visit with young people and talk with staff.
- CCYPCG will also inspect the residential facility and obtain an overview of the interventions/activities the young person is involved in.
- All visits must occur on the site of the residential and are not expected to exceed a 2 hour timeframe

Feedback:

- All feedback/complaints will be provided in writing to Darryl Clark and/or David Goodinson, Youth Justice Services and where issues have been identified with a phone call (during standard working hours directly to the service centre, or after hours through Child Safety After Hours Service. (when required for s25 matters only)

Communication pathways

CCYPCG:

Robert.Buschkens@ccypcg.qld.gov.au

Ph: sch.4/3/3 mobile

Barbara.Power@ccypcg.qld.gov.au

Ph:

Youth Justice:

darryl.clark@justice.qld.gov.au

David.Goodinson@justice.qld.gov.au

Ph: 4048 9801 (Cairns Youth Justice)

Safe Pathways:

b.toleafoa@safepathways.com.au

Ph: 4044 1000 or

**Youth Justice and Department of Aboriginal and Torres Strait
Islander and Multicultural Affairs
Boot Camp Local Working Agreement**

Process

When a Pre-Sentence Report with a Boot Camp Order is requested:

- Youth Justice will notify within 3 business days, via the Boot Camp Referral form, the Department of Aboriginal and Torres Strait Islander and Multicultural Affairs (DATSIMA)
- DATSIMA will provide and present all relevant information that it deems appropriate within the Collaborative Panel

The Collaborative Panel:

- DATSIMA will attend, provide information/advice and services, where practicable, in relation to the cultural considerations and services available for young people referred to the collaborative panel

During the Boot Camp Order:

- DATSIMA will make themselves available to be contacted for advice by Safe Pathways or Youth Justice and assist, where practicable, in the sourcing of any culturally appropriate services and interventions for young people

Communication pathways

DATSIMA:

Louise.Hunter@atsima.qld.gov.au

Ph: 4047 5785

OR

RaymondSambo@atsima.qld.gov.au

Ph: 4047 5785

Youth Justice:

darryl.clark@justice.qld.gov.au

Allan.Kaloo@justice.qld.gov.au

Eija.King@justice.qld.gov.au

kylie.agius@justice.qld.gov.au

Cathy.Duck@justice.qld.gov.au

Rosemary.GARDINER@justice.qld.gov.au

Ph: 4048 9801 (Cairns Youth Justice)

Safe Pathways:

b.toleafoa@safepathways.com.au

Ph: 4044 1000 or sch.4/3/3 mobile

Youth Justice and Department of Education and Training and Employment Boot Camp Local Working Agreement

Process

When a Pre-Sentence Report with a Boot Camp Order is requested:

- Youth Justice will notify within 3 business days, via the Boot Camp Referral form, the Department of Education and Training and Employment (DETE)
- DETE will provide and present all relevant education and training information within the Collaborative Panel

The Collaborative Panel:

- DETE will attend, provide information/advice and direct services, where practicable, in relation to the educational and/or vocational needs of young people referred to the collaborative panel

During the Boot Camp Order:

- DETE will make themselves available to be contacted for advice by Safe Pathways or Youth Justice and assist, where practicable, in the delivery or sourcing of any educational and/or vocational needs of young people

Communication pathways

DET:

tom.o'donnell@dete.qld.gov.au

Ph: 4080 9222

Youth Justice:

darryl.clark@justice.qld.gov.au

Allan.Kaloo@justice.qld.gov.au

Eija.King@justice.qld.gov.au

kylie.agius@justice.qld.gov.au

Cathy.Duck@justice.qld.gov.au

Rosemary.GARDINER@justice.qld.gov.au

Ph: 4048 9801 (Cairns Youth Justice)

Safe Pathways:

b.toleafoa@safepathways.com.au

Ph: 4044 1000 or sch.4/3/3 mobile

Youth Justice and Queensland Health Local Working Agreement

Clarification of CYMHS and NQAFMHS services

NQAFMHS (North Queensland Adolescent Forensic Mental Health Service also known as CYFOS (Child & Youth Forensic Outreach Service in Brisbane) position (Peter) will attend the collaborative panel and where required complete the mental health screens. The NQAFMHS position is a outreach position of the under 18's Forensic's team based in Townsville. Where the client requires ongoing mental health care by a specialist Mental health Service, that would be referred into the CYMHS (Mareeba/Innisfail or Cairns) the Forensic position may remain involved as a co-case manager on some occasions.

Process

When a Pre-Sentence Report with a Boot Camp Order is requested:

- Youth Justice will notify within 3 business days, via the Boot Camp Referral form, Queensland Health – both NQAFMHS (North Queensland Adolescent Forensic Mental Health Service) and Alcohol, Tobacco and Other Drugs Services (ATODS)
- NQAFMHS will provide and present all relevant information that it deems appropriate within the Collaborative Panel
- ATODS will provide and present all relevant information that it deems appropriate within the Collaborative Panel

Mental Health Assessment:

- When required, Youth Justice will refer a young person to NQAFMHS for a voluntary mental health screening
- NQAFMHS will provide Youth Justice with a letter that identifies any mental health issues and any required interventions to effectively address any of these issues
- Youth Justice and Safe Pathways will determine if the young person is suitable within a residential Boot Camp environment, with respect to the young person's and other individual's safety.

The Collaborative Panel:

- NQAFMHS will attend, provide information/advice and direct services, where practicable, in relation to the mental health needs of young people referred to the collaborative panel
- ATODS will attend, provide information/advice and direct services, where practicable, in relation to the substance misuse interventions of young people referred to the collaborative panel

During the Boot Camp Order:

- CYMHS & NQAFMHS will make themselves available to be contacted for advice by Safe Pathways or Youth Justice and assist, where practicable, in the delivery or sourcing of any mental health needs of young people
- ATODS will make themselves available to be contacted for advice by Safe Pathways or Youth Justice and assist, where practicable, in the delivery or sourcing of any substance misuse intervention for young people

Communication pathways

CYMS:

peter_evans@health.qld.gov.au

Ph: 4226 3400

ATODS:

phillip_bowie@health.qld.gov.au

Ph: 4226 3900

Youth Justice:

darryl.clark@justice.qld.gov.au

Allan.Kaloo@justice.qld.gov.au

Eija.King@justice.qld.gov.au

kylie.agius@justice.qld.gov.au

Cathy.Duck@justice.qld.gov.au

Rosemary.GARDINER@justice.qld.gov.au

Ph: 4048 9801 (Cairns Youth Justice)

Safe Pathways:

b.toleafoa@safepathways.com.au

Ph: 4044 1000 or sch.4/3/3 mobile

Youth Justice and Queensland Police Service Boot Camp Local Working Agreement

Process

When a Pre-Sentence Report with a Boot Camp Order is requested:

- Youth Justice will notify the Queensland Police Service (QPS) prosecutions
- QPS prosecutions will provide any information in writing they deem appropriate to be taken into consideration for the suitability of a young person on a Boot Camp Order
- Youth Justice will utilise information provided by QPS in their overall assessment of suitability within the Pre-Sentence Report

When a Boot Camp Order is granted:

- Youth Justice will provide a copy of the Order to QPS prosecutions and the Kuranda police station

During the residential phase:

- Youth Justice will advise QPS of any changes in the residential status of young people within the residence (e.g. suspension of Order, entry or exit of residential, etc)
- In the event of any offence or absconding occurring within the residential Youth Justice/Safe Pathways will immediately contact QPS
- QPS will respond as soon as practicable to any incidents within the residential setting

During the community phase:

- Youth Justice will advise QPS of any significant changes with regard to young people on Boot Camp Orders (e.g. change of residence, change of curfew times, etc)

Communication pathways

QPS:

prosecutions.cairns@police.qld.gov.au

Cairns.JJU@police.qld.gov.au

Franco.JesikaL@police.qld.gov.au

(Any identified local police prosecution and police station will be added where relevant)

Youth Justice:

darryl.clark@justice.qld.gov.au

Allan.Kaloo@justice.qld.gov.au

Eija.King@justice.qld.gov.au

kylie.agius@justice.qld.gov.au

Cathy.Duck@justice.qld.gov.au

Rosemary.GARDINER@justice.qld.gov.au

Ph: 4048 9801 (Cairns Youth Justice)

Safe Pathways:

b.toleafoa@safepathways.com.au

Ph: 4044 1000 or

sch.4/3/3



2 April 2013

Dear Resident

Youth Justice Services, Department of Justice & Attorney General and Safe Pathways would like to invite you to a public meeting at the old Kuranda School, this Thursday, 4 April, from 7.00 to 8.30 p.m.

As you would be aware, the State Government has funded a trial Boot Camp in Far North Queensland, which has now commenced. The residence for that trial is located in the Kuranda area.

Please come along so we can discuss any queries or concerns you may have regarding the residential component of the Boot Camp program.

Yours sincerely,

David Goodinson, Regional Director
Youth Justice Services
Far North and North Queensland
Department of Justice and Attorney General

From: Attorney <Attorney@ministerial.qld.gov.au>
Sent: Monday, 8 April 2013 9:29 AM
To: Ministerial Correspondence Unit
Subject: FW: Proposed Boot Camp at 8 Gregory Terrace, Kuranda.

MCAR
YJ
AG reply
Normal

Office of The Hon Jarrod Bleijie MP | Attorney-General and Minister for Justice
Email: attorney@ministerial.qld.gov.au | Phone: 07 3247 9068 | Fax: 07 3221 4352

From: sch.4/3/3 name, email
Sent: Sunday, 7 April 2013 8:28 AM
To: Barron River
Cc: Attorney
Subject: FW: Proposed Boot Camp at 8 Gregory Terrace, Kuranda.

Dear Mr Trout, Mr Bleijie and Mr Newman

Following the 'Information Session' held on 4 April, I would like to express my severe disappointment with the location of this Boot camp at 8 Gregory Terrace.

The meeting did nothing at all to allay my fears, or the majority of those that attended the information session. It was very poorly run with those present not able to answer our questions.

I would like to stress that this is a wholly inappropriate location for this facility. The main issue raised at the meeting, that is at the heart of the residents concerns, is that we live in an area that is low security, with no street lighting, large blocks and heavy rainforest and no nearby 24 hour manned police station. We choose to live in a low security area as it is adjacent to a World Heritage Area and we have no fences or street lighting so as to enable wildlife to move through the area. That is in the planning of the Top of The Range; for example there is currently a cassowary moving through the area.

At the information session, when we stated our concerns about juvenile offenders escaping into our low security neighbourhood, into our yards and homes we were told by the police representative to "beef up security of our residences". This makes me absolutely furious, along with the rest of those present at the meeting. This is NOT a solution. **The solution is to relocate the boot camp residence into a more appropriate area!**

This is a rural residential area and besides the thousands it costs to fence 1-2 acre properties this means we are ALL being asked to change the way we live, change the whole planning environment and ethos of this area and block wildlife movement through the area. All because the purchase of this property by Safe Pathways did not properly consider the location.

We asked what will be the criteria to decide if this program succeeds or fails. Mr Dean Goodensen did not know and did not offer to find out and inform us.

I ask:

1. **What are the criteria for success or failure of this Boot Camp residence in Top of the Range?**
2. **How will we, the residents of Top of the Range be informed?**

We were told that no changes to the protocols for policing the area would occur. We do NOT have a 24 hour manned police station at Kuranda. When '000' is called, they do not know the location of Top of the Range, Kuranda.

We were told there would be no priority for calls to police made from our area. This is not acceptable. You are placing a juvenile offenders facility against our wishes in our low security area and are offering no mechanisms to ensure if

we are broken into that police will be sent to investigate. This is completely against the statement that you, Mr Blejie, recently made to the media where you said you would be "more than happy to alleviate our concerns."

I ask:

Mechanisms be put in place to ensure that calls to police from Top of the Range be understood to be coming from a low security neighbourhood with a juvenile offenders facility and BE GIVEN PRIORITY.

Against our wishes the boot camp residence is already in use. It is already an eyesore. The rubbish bin has been on the street since Wednesday. The bins are emptied each Monday morning. The bin is overflowing, contains food scraps and that has attracted swarms of flies. This is a land for wildlife area where we all consider what is in our bins- to not attract flies etc, We do NOT Leave our bins on the street all week. They are only put out on Sunday night.

I ask:

1. Safe Pathways improve their management of this property and consider where they are living, This is not an area to be visually abused. Have consideration for where the Boot Camp is, the neighbours and the visual amenity of the area. Do not put bins onto the street for the whole week. Do not put food scraps in the bins. Do not put so much rubbish in the bins that they overflow. Manage the rubbish from the property properly

I would have thought this was the absolute least that could be done considering Mr Bobby Toleafo is now aware that this Boot camp residence is absolutely not wanted in Top of the Range.

I ask:

for an email contact for Mr Bobby Toleafo.

It is completely inappropriate that Mr Bobby Toleafo states he is running this program and he is not able to be contacted by email. We need to be able to address our concerns to him- in writing so they can be recorded.

This property was purchased without proper process. Issuing a ministerial to override the need for a Material Change of Use is a dictatorial attitude reminiscent of the Joh Bjelke-Peterson era. The people of Queensland did not vote for a dictatorship. The people of Top of the Range will not be voting for this current government unless our concerns are listened to and addressed.

I ask for a response to this email with my questions answered.

Regards

sch.4/3/3 name, address, email

From: Barron River Electorate Office [<mailto:Barron.River@parliament.qld.gov.au>]

Sent: Wednesday, 27 March 2013 4:00 PM

To: [redacted]

Subject: Proposed Boot Camp at 8 Gregory Terrace, Kuranda.

Dear [redacted]

Thank you for your email, a copy of which I have forwarded to Michael Trout, who is out of the office at present. Bobby Toleafo of Safe Pathways will visit all neighbours and concerned residents such as yourself in the next few days to address all your listed concerns.

However I feel compelled to stress straight away, that despite much misinformation emanating from certain quarters, this is not a boot camp, merely a residence for the kids to come back to in the evening. They are not hardened criminals, but kids who have gone through lengthy processes to establish their suitability and their willingness to change. None of them are guilty of violent or sexual misdemeanours.

They are supervised 24 hours a day by qualified, experienced people from the Safe Pathways program. They will certainly not be in a position to wander around the neighbourhood, which seems to be one of the misconceptions that have resulted from misinformation. Any deviation whatsoever from expected good behaviour sees them go straight back to detention.

There were very few residences of the size required available. However, while there needed to be capacity for five maximum, there are only 20 kids involved in the space of a year, and it is likely that there will only be one or two there at any one time, as they stay for one month before being reintegrated into the community.

Your questions will be answered fully by Bobby in the next few days, and I am confident you will find many of your concerns are unfounded.

Kind regards

sch.4/3/3 name

Electorate Officer

BARRON RIVER ELECTORATE OFFICE

Unit 7, Stanton Place, Captain Cook Highway, Smithfield Qld 4878

PO Box 1014, Smithfield Qld 4878

Ph: 07 4038 2800 Fax: 07 4038 2801

mailto: barron.river@parliament.qld.gov.au

Hours of Operation: 8.30am – 4.30pm

From:

Sent: Wednesday, 27 March 2013 11:33 AM

To: Barron River Electorate Office

Cc: Attorney-General and Minister for Justice

Subject: Proposed Boot Camp at 8 Gregory Terrace, Kuranda.

Mr Trout and Mr Bleijie

I have just found out that a Safe Pathways/Sentenced Boot Camp Order' where juvenile offenders are placed in the community, is being arranged in my residential neighbourhood area. The property to be used is 8 Gregory Terrace, Kuranda.

I reiterate and support the concerns of another resident that has contacted people in the vicinity of this proposed Boot Camp, that is:

This area is a quite owner-occupied family area that appears unsuitable for such a trial project, the residents of this community feel gravely concerned about our safety.

I am on my own a lot at home and have always felt safe in this neighbourhood- that will change completely if this Boot Camp proceeds.

The immediate concerns that I would like addressed are:

1. How is a residential area allowed to become home to a government rehabilitation centre without a Material Change of Use order as per local and state government legislated requirements?
2. Why was no local consultation undertaken?
3. What analysis was performed to indicate this property and area was suitable for this facility. How can our security be absolutely guaranteed?
4. Who bears the financial responsibility if there is loss of personal property?

5. We would expect rostered shifts providing 24 hour security as these young adults are under the juvenile criminal justice system, and expect the same safety requirements for the community as if they were in a juvenile prison.
6. The residents of this area expect to be compensated if we suffer a reduced valuation of our property due to the presence of this Boot Camp. Legal advice is being sought.
7. What criteria are used to determine which minors will be attending this Boot Camp?
8. Will the residents be notified if any specific high risk juveniles are placed in this Boot Camp?
9. How will the property be secured to prevent offenders escaping into our neighbourhood?

This is a serious concern and immediately makes me feel unsafe in my own home. Not a good feeling. This proposed Boot Camp placement appears not to have been done following proper process of MCU and the attendant community consultation.

These offenders are often associated with difficult families and it appears that these families will also be regular visitors to our neighbourhood. This is a peaceful, safe area and I am extremely concerned that this will change entirely when this Boot Camp opens.

I wait your response to these questions.

Kind regards

sch.4/3/3 name

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Please consider the environment before printing this email.

Our reference: YJPPPP 90-2013

Office of the
Director-General

Department of
Justice and Attorney-General

23 APR 2013

Ms Lynn Walker
Chief Executive Officer
Safe Pathways
PO Box 6795
CAIRNS QLD 4870
l.walker@safepathways.com.au



Dear Ms Walker

Show Cause Notice

I refer to the Service Agreement between the State of Queensland and Safe Pathways regarding the provision by Safe Pathways of services under the Sentenced Youth Boot Camp Program.

The program is regulated by the provisions of Sub-Divisions 2A and 2B of Part 7 and Part 8A of the *Youth Justice Act 1992*.

I am writing in relation to incidents that occurred at the residential facility at Kuranda on the afternoon and night of Sunday 21 April 2013 in which the two young people on boot camp orders absconded from the residence. It is alleged that the two young people concerned threatened a staff member of Safe Pathways with a knife and while at large committed a break- and-enter of a nearby residence whilst threatening the owner with a sharp instrument. I understand that you have since been a party to debriefings over this incident and you are aware of the concerns of the department.

Under the *Youth Justice Act 1992* Safe Pathways are obliged to provide services and facilities that provide for not only the safe custody of the children at the centre (s.282B(1)(d)) but also to provide for the security and management of the centre (s.282B(1)(c)).

Under clause 14 of Part A the Service Agreement, as Chief Executive of the responsible department, I suspect, on reasonable grounds, that Safe Pathways has not complied with a term of the Service Agreement and with relevant provisions of the *Youth Justice Act 1992*.

This notice and the show cause process seeks to address the concerns of the department in relation to Safe Pathways' management of the Sentenced Youth Boot Camp in Cairns as per the contractual obligations of the service agreement. Should

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4th Floor, Level 4
GPO Box 149 Brisbane
Queensland 4001 Australia
Telephone (07) 3239 3520
Facsimile (07) 3239 3474
Website www.justice.qld.gov.au
ABN 13 846 673 994

Safe Pathways be unable to satisfy the department that it will remedy the issues raised then the department will consider suspension of funding under clause 13 of Part A of the Service Agreement or termination of the service agreement under clause 15 of Part A of the Service Agreement. .

The incident that occurred on Sunday 21 April 2013 and through to the morning of Monday 22 April 2013 exposed serious errors of judgement by Safe Pathways and its employees in the management of the residential facility and the supervision of the two young people on orders and in residence at the time of the incident. Specifically, these errors relate to:

- failure to adequately supervise Alfred Adu Ropeyarn when returning from an activity on Sunday afternoon (at approximately 2pm) where the young person absconded in a shopping centre and was subsequently apprehended by Police;
- failure to report this incident to management of Safe Pathways or representative of the Department;
- failure to adequately recognise the risk posed by the young person concerned and address this risk on the afternoon and evening of Sunday 21 April through adequate supervision and staffing levels;
- failure to remain in a supervisory capacity in the residence when the staff member of Safe Pathways responsible for supervision removed himself from the house;
- failure to have the knife used by the young person concerned locked in a secure repository not accessible to the young people in residence;
- failure to seek assistance through the organisation at key points of the afternoon/evening as events escalated

These matters in my opinion are sufficient to lead me to suspect that the obligations set out in section 282B(1) of the *Youth Justice Act 1992* to provide for security and management of the centre, for the safe custody of children of the centre and for the maintenance of discipline and good order at the centre have not been complied with.

The department is also seeking further information from Safe Pathways in relation to:

- the suitability of the current location of the residential facility at 8 Gregory Tce, Kuranda
- alternative sites to the current location of the residence at Kuranda
- the recruitment, selection and training of staff
- operational guidelines for the residential service and staff

Please ensure that a response to these matters is submitted to the department within seven days of receipt of this notice. The Department will review the Safe Pathways submission to assess whether it satisfactorily addresses the concerns raised above and mitigates the ongoing risk before providing advice on whether any further action will taken in relation to this notice. The Department will insist on an independent on-site audit of any agreed changes to confirm that they have satisfactorily addressed the concerns exposed by this incident



Should your officers have any queries in relation to this matter, please don't hesitate to contact Darren Hegarty, Director, Youth Justice Policy, Programs, Performance and Practice on 07 3006 4127 who would be pleased to assist.

Yours sincerely

John Sosso
Director-General

DEPARTMENT OF JUSTICE AND ATTORNEY-GENERAL

MEMORANDUM



TO: John Sosso, Director-General
FROM: Steve Armitage, Assistant Director-General Youth Justice
SUBJECT: Proposed show cause notice outcome – Safe Pathways
DATE: 17 May 2013

PURPOSE

To provide advice to the Director-General as to the course of action following the show cause notice to the Cairns Youth Boot Camp provider Safe Pathways.

BACKGROUND

Safe Pathways is the appointed service provider for the Sentenced Youth Boot Camp (SYBC) in Cairns and signed a service agreement to this effect, on 6 December 2012.

The service agreement for the SYBC is made with Industry Education Network (IEN trading as Safe Pathways).

An incident occurred at the residential facility at Kuranda on the afternoon and night of Sunday 21 April 2013, in which two young people on boot camp orders absconded.

On 23 April 2013, a show cause notice was issued to Safe Pathways seeking further information from the organisation with respect to their response to the incident.

On 2 May 2013, Safe Pathways responded to the show cause notice.

ISSUES

Assessment of Safe Pathways' response to the show cause notice identified the following deficits:

1. clarity on the daily staffing model;
2. clarity on the line management structure and decision making responsibility and execution;
3. contingency plans in the event of management absence;
4. clarity on communication processes for critical incidents both internally and externally; and
5. the role of the organisation's management in the quality assurance of the program.

sch.3/7 legal professional privilege

Briefing Officer Darren Hegarty
 Director
 Youth Justice Policy Performance
 Programs and Practice

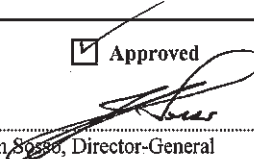
Approved by Steve Armitage
 Assistant Director-General
 Youth Justice

Telephone 50811 : File 8 : Page no 590

Date 16 May 2013

RECOMMENDATION

That the Director-General **approves** the outcome to the show cause notice to cease Safe Pathways contract and signs the attached letter (**Attachment 2**).

<input type="checkbox"/> Noted	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Signed:  John Ross, Director-General		
Date: 17.5.2013		

Briefing Officer Darren Hegarty
Director
Youth Justice Policy Performance
Programs and Practice

Approved by Steve Armitage
Assistant Director-General
Youth Justice

Date 16 May 2013



Department of Justice and Attorney-General
Office of the Director-General

Our reference: YJPPPP 90-2013, 2186305

20 MAY 2013

Ms Lynn Walker
Chief Executive Officer
Safe Pathways
PO Box 6795
CAIRNS QLD 4870

State Law Building
50 Ann Street Brisbane
Queensland 4001 Australia
Telephone (07) 3239 3520
Facsimile (07) 3239 3474
www.justice.qld.gov.au

ABN 13 846 673 994

Dear Ms Walker

Contractual arrangements with Safe Pathways

I refer to your letter dated 2 May 2013 in response to the show cause notice dated 23 April 2013 issued by the Department of Justice and Attorney-General.

I am satisfied that there was a breach of the Service Agreement by Safe Pathways and I believe grounds exist to terminate the Service Agreement. I believe that this action is warranted.

I consider that:

- Safe Pathways failed to comply with section 282B(1) of the *Youth Justice Act 1992* ('the Act') in relation to the events which occurred on Sunday 21 April 2013, culminating in the absconding from your boot camp facility of two young people who were subject to boot camp orders under the Act; and
- the failure to comply with section 282B(1) of the Act was a breach of clause 3.1(a)(vi) of the Service Agreement, which requires Safe Pathways to comply with relevant legislation, and is also a ground under clause 15.1(c) of the Service Agreement on which the Service Agreement may be terminated.

Therefore, I now give notice to Safe Pathways that the Service Agreement is terminated from the date of this letter.

Should you have any queries in relation to this matter, please contact Mr Darren Hegarty, Director, Youth Justice Policy, Performance, Programs and Practice on 3006 4127, who will be able to assist.

Yours sincerely

John Sosso
Director-General

Ministerial Correspondence Action Request
Attorney-General and Minister for Justice

ACTION BY

- ☐ JUSTICE SERVICES
☐ OFFICE OF FAIR AND SAFE WORK
☐ FAIR TRADING, LIQUOR & GAMING
☒ YOUTH JUSTICE
☐ SPLES
☐ CORPORATE SERVICES
☐ AG'S OFFICE
☐ _____

ACTION REQUESTED

- ☐ BRIEFING NOTE
☒ MINISTER REPLY
Response to: ☐ MP ☐ Constituent
☐ CHIEF OF STAFF REPLY
☐ DEPARTMENT TO RESPOND DIRECT
☐ NO RESPONSE REQUIRED
☐ FOR INFORMATION ONLY
☐ NOTE AND FILE IN AG'S OFFICE
☐ REFER TO _____
☐ _____

Due Date REQUIRED:

___ / ___ / 2013

☒ URGENT ☐ NORMAL

Date of Entry: 15 / 4 / 2013

Signature:

AG Ref:

Dept Ref: 551004 / 1.

Other Ref:

ACTION OFFICER
(DLO IN AG'S OFFICE)

BA

JL

Chief of Staff / Adviser Comments:

Signature: _____ Date: _____

Other Comments:

YS

Signature: _____ Date: _____



Tablelands Regional Council

Atherton Service Centre
PO Box 573, Atherton QLD 4883
Telephone: 1300 362 242

Urban and Regional Planning Group
Brian Millard, Senior Planner
Telephone: (07) 4043 4371
Facsimile: (07) 4030 3978
Email: info@trc.qld.gov.au

File Ref: URP-GEN
Your Ref: bn:le

12 April 2013

Department of Justice and Attorney-General
Attorney-General and Minister for Justice
Jarrod Bleijie MP
GPO Box 149
BRISBANE QLD 4001

RECEIVED
15 APR 2013

BY:

Dear Sir

ESTABLISHMENT OF A TRIAL BOOT CAMP IN THE TOWNSHIP OF KURANDA

I write seeking further information in relation to the recent announcement that a trial Boot Camp is to be established in a residential dwelling located at the Top of the Range residential area of Kuranda.

Council resolved at its meeting held 4 April 2013 to seek clarification on the following matters:

- (a) the planning provisions which allow the facility to be established without reference to Council's Planning Scheme
- (b) the processes used for consultation with Council and residents prior to the announcement of the project
- (c) the status of future projects proposed by Youth Justice Services within the Tablelands Regional Council area.

Council would appreciate your feedback on the above matters at your earliest convenience.

Should you require any further information in relation to this request, please contact **Brian Millard, Senior Planner** on the abovementioned telephone number.

Yours faithfully

IAN CHURCH
CHIEF EXECUTIVE OFFICER



The Hon Jarrod Bleijie MP
Attorney-General and Minister for Justice

In reply please quote: 550697/1

6 AUG 2013

Level 18 State Law Building
50 Ann Street Brisbane 4000
GPO Box 149 Brisbane
Queensland 4001 Australia
Telephone +61 7 3247 9068
Facsimile +61 7 3221 4352
Email attorney@ministerial.qld.gov.au

sch.4/3/3 name, email

I refer to your email dated 5 April 2013 regarding your concerns about the establishment of the residential component of the Sentenced Youth Boot Camp (SYBC) program at Kuranda.

As you would be aware, the property in Kuranda was the scene of a recent incident involving two young offenders on boot camp orders who were residents in the house at the time. This incident raised serious concerns for the local community and I share these concerns and take them very seriously. I am keenly aware of the misgivings of the local community and I have made it clear that this cannot happen again. The fact that this incident occurred at all is unacceptable and is now being addressed through the Department of Justice and Attorney-General (DJAAG) in terms of the re-establishment and management of the boot camps.

To this end, I have since ordered that the Cairns boot camp be relocated. DJAAG has now been through a Show Cause process with the service provider, Safe Pathways, which has resulted in the termination of their contract. An expression of interest for the Cairns Sentenced Youth Boot Camp was announced on 21 May 2013 and closed on 14 June 2013. It is expected that the successful service provider from this process will deliver the Youth Boot Camp in Cairns by September 2013.

Any recommendations for a new location for the boot camp in Cairns will be comprehensively assessed by DJAAG to ensure that the environment and built facility provides the necessary level of safety and security for both residents and community in line with the requirements of a residential camp of this type.

I have insisted that DJAAG conducts an on-site audit and risk assessment of any future location to confirm that it mitigates the risks exposed by this incident.

Youth crime remains a serious issue and a huge concern for the Cairns community and it is for this reason that we remain committed to the youth boot camp as an effective program for diverting young people from a life of crime. We will also establish a local reference group to assist in the service delivery of the boot camp and to address community issues.

The objectives of the SYBC are to instil discipline, values and respect through a highly structured program that addresses the causes of crime, provides a consequence for offending and increases the supervision of young offenders. As such, the young offenders will follow a much regimented daily routine.

It will involve young offenders aged 13-17 years some of whom will be excluded from participating in the program for a range of reasons including that they:

- are not willing to participate in the program;
- have committed certain violent or sexual offences; and
- have significant mental health issues, including extreme behavioural issues.

Before participating in the program, it is required that young offenders are assessed by a number of relevant agencies as appropriate to live in the community and have expressed a genuine motivation to change their behaviour.

The residential camp is only one part of the SYBC, comprising one month at a residential camp, followed by supervision and support in the community for the next two to five months. While at the residential camp young offenders will be supervised 24 hours, seven days per week and will be subject to a curfew. Behaviour and participation will be strictly monitored and the consequences of any breach of the boot camp order will be grave, thereby discouraging any untoward behaviour.

The success of the SYBC trial will be measured according to how well it achieves the program objectives. These include:

- providing a consequence for young people's offending behaviour;
- reducing rates of re-offending among young people;
- developing discipline and respect among young people;
- engaging/re-engaging young people in education, training and/or employment; and
- strengthening and maintaining young people's family relationships.

Thank you for taking the time to raise your concerns with me.

Yours sincerely



JARROD BLEIJIE MP
Attorney-General and Minister for Justice



The Hon Jarrod Bleijie MP
Attorney-General and Minister for Justice

In reply please quote: 550697/1

6 AUG 2013

Level 18 State Law Building
50 Ann Street Brisbane 4000
GPO Box 149 Brisbane
Queensland 4001 Australia
Telephone +61 7 3247 9068
Facsimile +61 7 3221 4352
Email attorney@ministerial.qld.gov.au

sch.4/3/3 name, email

I refer to your email dated 25 March 2013 regarding the establishment of the residential component of the Sentenced Youth Boot Camp program (SYBC) at Kuranda. I apologise for the delay in responding.

As you would be aware, the property in Kuranda was the scene of a recent incident involving two young offenders on boot camp orders who were residents in the house at the time. This incident raised serious concerns for the local community and I share these concerns and take them very seriously. I am keenly aware of the misgivings of the local community and I have made it clear that this cannot happen again. The fact that this incident occurred at all is unacceptable and is now being addressed through the Department of Justice and Attorney-General (DJAAG) in terms of the re-establishment and management of the boot camps.

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The objectives of the SYBC are to instil discipline, values and respect through a highly structured program that addresses the causes of crime, provides a consequence for offending and increases the supervision of young offenders. As such, the young offenders will follow a much regimented daily routine.



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- have committed certain violent or sexual offences; and
- have significant mental health issues, including extreme behavioural issues.

Before participating in the program, it is required that young offenders are assessed by a number of relevant agencies as appropriate to live in the community and have expressed a genuine motivation to change their behaviour.

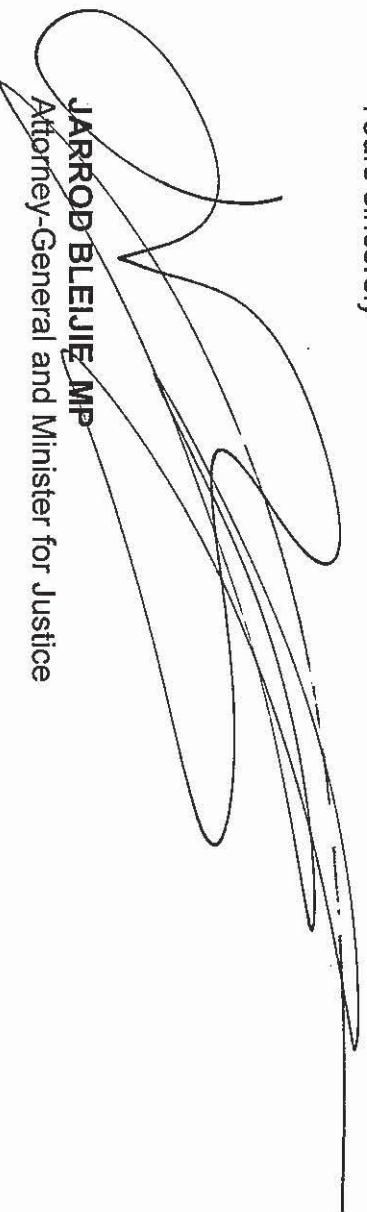
The residential camp is only one part of the SYBC, comprising one month at a residential camp, followed by supervision and support in the community for the next two to five months. While at the residential camp, young offenders will be supervised 24 hours, seven days per week and will be subject to a curfew. Behaviour and participation will be strictly monitored and the consequences of any breach of the boot camp order will be grave, thereby discouraging any untoward behaviour.

The success of the SYBC trial will be measured according to how well it achieves the program objectives. These include:

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- engaging/re-engaging young people in education, training and/or employment; and
- strengthening and maintaining young people's family relationships.

Thank you for taking the time to raise your concerns with me.

Yours sincerely



JARROD BLEIJIE MP
Attorney-General and Minister for Justice



Queensland
Government

The Hon Jarrod Bleijie MP
Attorney-General and Minister for Justice

In reply please quote: 550860/1

6 AUG 2013

Level 18 State Law Building
50 Ann Street Brisbane 4000
GPO Box 149 Brisbane
Queensland 4001 Australia
Telephone +61 7 3247 9068
Facsimile +61 7 3221 4352
Email attorney@ministerial.qld.gov.au

sch.4/3/3 name, email

I refer to your email dated 9 April 2013 regarding your concerns about the establishment of the residential component of the Sentenced Youth Boot Camp (SYBC) program at Kuranda. I apologise for the delay in responding.

As you would be aware the property in Kuranda was the scene of a recent incident involving two young offenders on boot camp orders who were residents in the house at the time. This incident raised serious concerns for the local community and I share these concerns and take them very seriously. I am keenly aware of the misgivings of the local community and I have made it clear that this cannot happen again. The fact that this incident occurred at all is unacceptable and is now being addressed through the Department of Justice and Attorney-General (DJAAG) in terms of the re-establishment and management of the boot camps.

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- developing discipline and respect among young people;
- engaging/re-engaging young people in education, training and/or employment; and
- strengthening and maintaining young people's family relationships.

Thank you for taking the time to raise your concerns with me.

Yours sincerely



JARROD BLEIJIE MP
Attorney-General and Minister for Justice

John Posner

From: Attorney <Attorney@ministerial.qld.gov.au>
Sent: Tuesday, 9 April 2013 9:19 AM
To: Ministerial Correspondence Unit
Subject: FW: "boot camp" Kuranda

MCAR

YJ

AG reply

Normal

Standard response

Office of The Hon Jarrod Bleijie MP | Attorney-General and Minister for Justice

Email: attorney@ministerial.qld.gov.au | Phone: 07 3247 9068 | Fax: 07 3221 4352

sch.4/3/3 name, email
From: [REDACTED]
Sent: Tuesday, 9 April 2013 7:44 AM
To: Attorney
Subject: "boot camp" Kuranda

Sir,

I wish to strongly protest regarding your announcement of the so called trial "boot camp" for repeat juvenile criminal offenders now operating in Kuranda.

I also strongly object to your government's deliberate and callous decision to avoid any consultation before this decision was made and announced.

Before the election the Premier, Michael Trout, Gavin King and your self all clearly stated, if elected, you would address the question of the out of control juvenile criminal activity in Cairns.

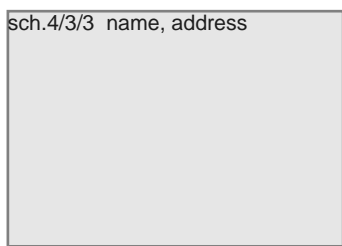
I believed, along with the electorate, you undertook to provide an institutionalised, disciplined, regimented facility in a rural setting. A large number of callers to our 4CA radio talk back programme today expressed disbelief that the government moved away from this concept.

Anger is not confined to Kuranda residents but is coming from residents in the wider Cairns community. The anger is an expression of grave fear that any vacant five bedroom house in their area could now be purchased, without any consultation, and used as a group home for juvenile criminals.

Not only have you totally failed our community you are now providing these criminals with the reward [not punishment] of 4 star residential accommodation. I demand to know how we got from the original concept of a boot camp, as promised, to a residential, child welfare group home for 5 juvenile criminals in a quite suburban street in Kuranda. This will do absolutely nothing to address the juvenile criminal plague that is out of control in FAR North Queensland. Rather it will reinforce the communities strong view that 'Brisbane' does not understand and is not interested in solving our problems.

An extremely angry meeting of Kuranda residents held on 4/4/13 passed a motion calling on the Premier to "immediately stop all activity regarding this ill conceived project at 8 Gregory Terrace Kuranda pending sincere community consultation". This motion has been forwarded to the Premier.

I would strongly urge you and the Premier to arrange, urgently, a public meeting in Cairns to receive feedback and maybe repair the enormous political damage this stupid decision has caused.



8/4/13

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Please consider the environment before printing this email.

John Posner

From: Attorney <Attorney@ministerial.qld.gov.au>
Sent: Tuesday, 2 April 2013 11:37 AM
To: Ministerial Correspondence Unit
Subject: FW: Juvenile house in Gregory Terrace, Kuranda

MCAR

YJ

For info only

Office of The Hon Jarrod Bleijie MP | Attorney-General and Minister for Justice

Email: attorney@ministerial.qld.gov.au <mailto:attorney@ministerial.qld.gov.au> | Phone: 07 3247 9068 | Fax: 07 3221 4352

From: Margaret Forrest
Sent: Tuesday, 2 April 2013 8:53 AM
To: Attorney
Subject: RE: Juvenile house in Gregory Terrace, Kuranda

Hi Ben

All good, no need for a reply. I will ring Barron River today and let them know about the public meeting on Thursday.

Thanks,

Maggie

From: Attorney
Sent: Tuesday, 2 April 2013 8:02 AM
To: Margaret Forrest
Subject: FW: Juvenile house in Gregory Terrace, Kuranda
Importance: High

Hey Mags

Do you want us to respond to this? Or leave it up to Barron River (we are only cc'd)

Jenny Lyons | Department Liaison Officer

Office of The Hon Jarrod Bleijie MP | Attorney-General and Minister for Justice

Email: jenny.lyons@justice.qld.gov.au

Phone: 07 3234 1169 | Fax: 07 3221 4352

From: [sch.4/3/3 name, email]
Sent: Saturday, 30 March 2013 12:50 PM
To: Barron River
Cc: Attorney; Councillor Jenny Jensen
Subject: RE: Juvenile house in Gregory Terrace, Kuranda
Importance: High

Dear Michael [redacted]

My original email was sent to our elected member, Michael Trout and I thank you, [redacted] for replying on his behalf. I realise Michael cannot reply to every email he receives personally so I consider your replies to be official replies on Michael's behalf and I am responding a such. If that is not the case than I would expect Michael will officially reply to us.

Firstly I would like to address the reply received below; you say that the residence in Kuranda is "is not a boot camp". This residence is most certainly part of the Boot Camp as confirmed by the Attorney General's media release and also by the recent postal drop from Safe Pathways and Bobby Toleafoa. Further, I did not mention a concern about "hardened criminals" or offenders of "violent or sexual misdemeanours.", our main concern is regarding theft and petty misdemeanours entering our neighbourhood in any way. The offenders (youth) residing in our neighbourhood may never be responsible for committing theft or similar while residing here but I doubt you can guarantee that their associates or past participants who do reoffend in the future may not then consider this suburb an easy target. We presume the first 12 or 24 months of this fledgling project, this residential boot camp experiment

may all go smoothly but we, the residents of this suburb, want reassurances regarding the next 10 or 20 years. This is our home, this is not an experiment to us.

You also mentioned that there were "very few residences of the size required available" and yet go on to say a maximum of five more likely, two offenders would be placed at any one time. This just does not make sense. Are you saying Safe Pathways had to choose a house in Kuranda as it was the only one big enough? How big does a house have to be to sleep a maximum of six but more likely 3 people? If everything is so perfect and secure with no chance of any problems, then why has the residential component of the Boot Camp program been placed in Kuranda? Why has it not been placed closer to where "the majority of activities occur offsite" (as per Bobby Toleafoa postal drop)? This is one of the main questions we would like answered, why here, why not somewhere in Cairns? May I also say that if the young offenders were of Kuranda origin, our views would be different. If this Kuranda house was to help rehabilitate Kuranda Youth offenders, you would have a supportive community. The suburbs, or communities, that have produced these offenders should be the communities that welcome the residential component of their recovery path.

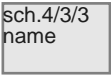
Our questions are being addressed to our elected member and I cannot understand why you would think that our concerns will all be allayed by a visit from the Safe Pathways Program Director. If we had wanted answers from Bobby, we would have sent our initial queries to him. Although, that said his recent mail out has NO phone or email contacts listed which is not very helpful. It is also extremely annoying to the whole suburb that apparently it will only be the residents of the immediate surrounding streets who will have an "allay your fears" visit. What about the rest of the "Top of the Range Community", do they have no say because they are 5 minutes walk away from the chosen house?

Michael, you have been very active with Neighbourhood Watch in suburbs within your electorate and yet you are apparently fully supporting this facility within a suburb of your electorate that has a zero crime rate and no notion now or hopefully in the future of ever needing a NW. I can understand you supporting the program but the placement of this residential facility makes no sense. Our local councillor, Jenny Jensen, would have warned you of our concerns if she had been consulted, we would have advised you, if we had been consulted. We are really hoping you properly consider our concerns and address this community before this facility officially opens.

Regards,

sch.4/3/3 name

From: Barron River Electorate Office [mailto:Barron.River@parliament.qld.gov.au]
Sent: Wednesday, 27 March 2013 4:27 PM
To: Ingrid Cutlack
Subject: RE: Juvenile house in Gregory Terrace, Kuranda

Thank you sch.4/3/3
name

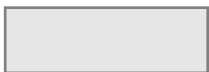
In the meantime, I feel compelled to say that despite much misinformation emanating from certain quarters, this is not a boot camp, or an all day halfway house, merely a residence for the kids to come back to in the evening. They are not hardened criminals, but kids who have gone through lengthy processes to establish their suitability and their willingness to change. None of them are guilty of violent or sexual misdemeanours.

They are supervised 24 hours a day by qualified, experienced people from the Safe Pathways program. They will certainly not be in a position to wander around the neighbourhood, which seems to be one of the misconceptions that have resulted from misinformation. Any deviation whatsoever from expected good behaviour sees them go straight back before a court to be re-sentenced. The kids have activities outside Kuranda all day, and only return to the house to eat and sleep. They are certainly not allowed to go and look for things to do around the area at night - that is just not how this works. They have very full days planned for them.

There were very few residences of the size required available. However, while there needed to be capacity for five maximum, there are only 20 kids involved in the space of a year, and it is likely that there will only be one or two there at any one time, as they stay for one month before being reintegrated into the community.

Your questions will be answered fully by Bobby in the next few days, and I am confident you will find many of your concerns are unfounded.

Kind regards



Electorate Officer

BARRON RIVER ELECTORATE OFFICE
Unit 7, Stanton Place, Captain Cook Highway, Smithfield Qld 4878
PO Box 1014, Smithfield Qld 4878

Ph: 07 4038 2800 Fax: 07 4038 2801
mailto: barron.river@parliament.qld.gov.au <mailto:barron.river@parliament.qld.gov.au>
Hours of Operation: 8.30am - 4.30pm

sch.4/3/3 name, email, phone
From: [redacted]
Sent: Wednesday, 27 March 2013 3:07 PM
To: Barron River Electorate Office
Subject: RE: Juvenile house in Gregory Terrace, Kuranda

Thanks [redacted]

My phone number is [redacted] I have yet to find a contented neighbour about this situation. I look forward to hearing from Bobby.

Regards
[redacted]

From: Barron River Electorate Office [mailto:Barron.River@parliament.qld.gov.au]
Sent: Wednesday, 27 March 2013 2:45 PM
To: [redacted]
Subject: RE: Juvenile house in Gregory Terrace, Kuranda

Good afternoon [redacted]

Thank you for your email below. Michael has been out of the office today, but I can advise you that Bobby Toleafoa of Safe Pathways will be visiting all concerned residents this week and into the weekend if necessary. He has already spoken to some of your neighbours who had expressed concern, and advises they are now quite content. He will be able to address all your concerns.

Could I please give him your telephone number?

Kind regards
[redacted]

Electorate Officer

BARRON RIVER ELECTORATE OFFICE

Unit 7, Stanton Place, Captain Cook Highway, Smithfield Qld 4878

PO Box 1014, Smithfield Qld 4878

Ph: 07 4038 2800 Fax: 07 4038 2801

mailto: barron.river@parliament.qld.gov.au <mailto:barron.river@parliament.qld.gov.au>

Hours of Operation: 8.30am - 4.30pm

From: [redacted] sch.4/3/3 name, email
Sent: Tuesday, 26 March 2013 11:33 AM
To: Barron River Electorate Office
Subject: Juvenile house in Gregory Terrace, Kuranda
Importance: High

Dear Michael,

I am a resident of [redacted] Top of the Range, and have just found out you are supporting a juvenile "half way" house in our street. I strongly believe there should have been some consultation with the residents of this suburb and Kuranda as a whole. Where can we find out general information regarding the youth who may be placed in to this house? I understand their privacy needs protecting but I believe the community has a right to know some general information re origin and crimes committed. Are these kids originally from Kuranda or is Cairns (or Mareeba) just pushing their problem 'out of town'?. Will there be 24 hour supervision? Is there a curfew? Will they have their own transport? Are they allowed to have visitors, possibly other youth who have not been apprehended yet? Surely if these kids are being tested in regards to how they go living in the community it should be within a suburb that can supply some form of healthy entertainment-basketball courts, youth centre, proximity to possible jobs. It should also be a suburb that proves that the influences they are trying to avoid, can be resisted.

There is nothing for our own teenagers to do in this suburb and very little in Kuranda as a whole. Our suburb is a super quiet suburb and basically if people even walk down the street after night fall the whole neighbourhood is roused as the dogs know this is unusual. We have little security as we have enjoyed a zero burglary rate for many, many, years. I am not suggesting the actual kids placed here will do anything but word spreads about an 'easy mark' suburb. This seems to be yet another quite "arrogant" no consultation decision, certainly not the "listening to constituents needs" that you promote. How can you listen to our needs if you have not even bothered to ask us?

I will look forward to an expedient reply to my queries so I can pass on to the many other concerned residents of our suburb.

Regards,

[redacted]

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From: Attorney <Attorney@ministerial.qld.gov.au>
Sent: Monday, 8 April 2013 9:29 AM
To: Ministerial Correspondence Unit
Subject: FW: Proposed Boot Camp at 8 Gregory Terrace, Kuranda.

MCAR
YJ
AG reply
Normal

Office of The Hon Jarrod Bleijie MP | Attorney-General and Minister for Justice
Email: attorney@ministerial.qld.gov.au | Phone: 07 3247 9068 | Fax: 07 3221 4352

From: sch.4/3/3 name, email
Sent: Sunday, 7 April 2013 8:28 AM
To: Barron River
Cc: Attorney
Subject: FW: Proposed Boot Camp at 8 Gregory Terrace, Kuranda.

Dear Mr Trout, Mr Bleijie and Mr Newman

Following the 'Information Session' held on 4 April, I would like to express my severe disappointment with the location of this Boot camp at 8 Gregory Terrace.

The meeting did nothing at all to allay my fears, or the majority of those that attended the information session. It was very poorly run with those present not able to answer our questions.

I would like to stress that this is a wholly inappropriate location for this facility. The main issue raised at the meeting, that is at the heart of the residents concerns, is that we live in an area that is low security, with no street lighting, large blocks and heavy rainforest and no nearby 24 hour manned police station. We choose to live in a low security area as it is adjacent to a World Heritage Area and we have no fences or street lighting so as to enable wildlife to move through the area. That is in the planning of the Top of The Range; for example there is currently a cassowary moving through the area.

At the information session, when we stated our concerns about juvenile offenders escaping into our low security neighbourhood, into our yards and homes we were told by the police representative to "beef up security of our residences". This makes me absolutely furious, along with the rest of those present at the meeting. This is NOT a solution. **The solution is to relocate the boot camp residence into a more appropriate area!**

This is a rural residential area and besides the thousands it costs to fence 1-2 acre properties this means we are ALL being asked to change the way we live, change the whole planning environment and ethos of this area and block wildlife movement through the area. All because the purchase of this property by Safe Pathways did not properly consider the location.

We asked what will be the criteria to decide if this program succeeds or fails. Mr Dean Goodensen did not know and did not offer to find out and inform us.

I ask:

1. **What are the criteria for success or failure of this Boot Camp residence in Top of the Range?**
2. **How will we, the residents of Top of the Range be informed?**

We were told that no changes to the protocols for policing the area would occur. We do NOT have a 24 hour manned police station at Kuranda. When '000' is called, they do not know the location of Top of the Range, Kuranda.

We were told there would be no priority for calls to police made from our area. This is not acceptable. You are placing a juvenile offenders facility against our wishes in our low security area and are offering no mechanisms to ensure if

we are broken into that police will be sent to investigate. This is completely against the statement that you, Mr Blejie, recently made to the media where you said you would be "more than happy to alleviate our concerns."

I ask:

Mechanisms be put in place to ensure that calls to police from Top of the Range be understood to be coming from a low security neighbourhood with a juvenile offenders facility and BE GIVEN PRIORITY.

Against our wishes the boot camp residence is already in use. It is already an eyesore. The rubbish bin has been on the street since Wednesday. The bins are emptied each Monday morning. The bin is overflowing, contains food scraps and that has attracted swarms of flies. This is a land for wildlife area where we all consider what is in our bins- to not attract flies etc, We do NOT Leave our bins on the street all week. They are only put out on Sunday night.

I ask:

1. Safe Pathways improve their management of this property and consider where they are living, This is not an area to be visually abused. Have consideration for where the Boot Camp is, the neighbours and the visual amenity of the area. Do not put bins onto the street for the whole week. Do not put food scraps in the bins. Do not put so much rubbish in the bins that they overflow. Manage the rubbish from the property properly

I would have thought this was the absolute least that could be done considering Mr Bobby Toleafo is now aware that this Boot camp residence is absolutely not wanted in Top of the Range.

I ask:

for an email contact for Mr Bobby Toleafo.

It is completely inappropriate that Mr Bobby Toleafo states he is running this program and he is not able to be contacted by email. We need to be able to address our concerns to him- in writing so they can be recorded.

This property was purchased without proper process. Issuing a ministerial to override the need for a Material Change of Use is a dictatorial attitude reminiscent of the Joh Bjelke-Peterson era. The people of Queensland did not vote for a dictatorship. The people of Top of the Range will not be voting for this current government unless our concerns are listened to and addressed.

I ask for a response to this email with my questions answered.

Regards

sch.4/3/3 name, address, email

From: Barron River Electorate Office [<mailto:Barron.River@parliament.qld.gov.au>]

Sent: Wednesday, 27 March 2013 4:00 PM

To [redacted]

Subject: Proposed Boot Camp at 8 Gregory Terrace, Kuranda.

Dear [redacted]

Thank you for your email, a copy of which I have forwarded to Michael Trout, who is out of the office at present. Bobby Toleafo of Safe Pathways will visit all neighbours and concerned residents such as yourself in the next few days to address all your listed concerns.

However I feel compelled to stress straight away, that despite much misinformation emanating from certain quarters, this is not a boot camp, merely a residence for the kids to come back to in the evening. They are not hardened criminals, but kids who have gone through lengthy processes to establish their suitability and their willingness to change. None of them are guilty of violent or sexual misdemeanours.

They are supervised 24 hours a day by qualified, experienced people from the Safe Pathways program. They will certainly not be in a position to wander around the neighbourhood, which seems to be one of the misconceptions that have resulted from misinformation. Any deviation whatsoever from expected good behaviour sees them go straight back to detention.

There were very few residences of the size required available. However, while there needed to be capacity for five maximum, there are only 20 kids involved in the space of a year, and it is likely that there will only be one or two there at any one time, as they stay for one month before being reintegrated into the community.

Your questions will be answered fully by Bobby in the next few days, and I am confident you will find many of your concerns are unfounded.

Kind regards

sch.4/3/3 name,
email

Electorate Officer

BARRON RIVER ELECTORATE OFFICE

Unit 7, Stanton Place, Captain Cook Highway, Smithfield Qld 4878

PO Box 1014, Smithfield Qld 4878

Ph: 07 4038 2800 Fax: 07 4038 2801

mailto: barron.river@parliament.qld.gov.au

Hours of Operation: 8.30am – 4.30pm

From: cassie [redacted]

Sent: Wednesday, 27 March 2013 11:33 AM

To: Barron River Electorate Office

Cc: Attorney-General and Minister for Justice

Subject: Proposed Boot Camp at 8 Gregory Terrace, Kuranda.

Mr Trout and Mr Bleijie

I have just found out that a Safe Pathways/Sentenced Boot Camp Order' where juvenile offenders are placed in the community, is being arranged in my residential neighbourhood area. The property to be used is 8 Gregory Terrace, Kuranda.

I reiterate and support the concerns of another resident that has contacted people in the vicinity of this proposed Boot Camp, that is:

This area is a quite owner-occupied family area that appears unsuitable for such a trial project, the residents of this community feel gravely concerned about our safety.

I am on my own a lot at home and have always felt safe in this neighbourhood- that will change completely if this Boot Camp proceeds.

The immediate concerns that I would like addressed are:

1. How is a residential area allowed to become home to a government rehabilitation centre without a Material Change of Use order as per local and state government legislated requirements?
2. Why was no local consultation undertaken?
3. What analysis was performed to indicate this property and area was suitable for this facility. How can our security be absolutely guaranteed?
4. Who bears the financial responsibility if there is loss of personal property?

5. We would expect rostered shifts providing 24 hour security as these young adults are under the juvenile criminal justice system, and expect the same safety requirements for the community as if they were in a juvenile prison.
6. The residents of this area expect to be compensated if we suffer a reduced valuation of our property due to the presence of this Boot Camp. Legal advice is being sought.
7. What criteria are used to determine which minors will be attending this Boot Camp?
8. Will the residents be notified if any specific high risk juveniles are placed in this Boot Camp?
9. How will the property be secured to prevent offenders escaping into our neighbourhood?

This is a serious concern and immediately makes me feel unsafe in my own home. Not a good feeling. This proposed Boot Camp placement appears not to have been done following proper process of MCU and the attendant community consultation.

These offenders are often associated with difficult families and it appears that these families will also be regular visitors to our neighbourhood. This is a peaceful, safe area and I am extremely concerned that this will change entirely when this Boot Camp opens.

I wait your response to these questions.

Kind regards

sch.4/3/3 name

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John Posner

From: sch.4/3/3 name, email, address
Sent: Tuesday, 2 April 2013 11:30 AM
To: Mail Box
Subject: SBYC Boot camp, 8 Gregory Terrace, Kuranda

Dear Sirs,
Please see below the email sent to our local MP at the weekend.

We do not begin to understand how the Government could consider placing a custodial Boot Camp, let alone a trial, in a high value residential community. Typically one acre blocks. Families will be brought to the property and are classed as being part of the problem by the protocol,

We look forward to your earliest response.

Thank you.

----- Forwarded Message

From: Linda Snart <lindajne@bigpond.net.au>
Date: Sat, 30 Mar 2013 19:26:15 +1000
To: <barron.river@parliament.qld.gov.au>
Conversation: Boot camp, Gregory Terrace
Subject: Boot camp, Gregory Terrace

Dear Michael Trout MP

We learned from reading an article in the Cairns Post that the Safe Pathways Boot Camp house is to be located at Gregory Terrace, Kuranda. We now know it to be Number 8, which is a very short walk from our property at

Residents appear to have been served a fait accompli. We have a number of concerns, but first, some observations:

1. No information was provided to the community or to neighbouring residents.
2. We were made aware of the Boot Camp proposals through the newspaper less than two weeks ago.
3. We were made aware of the actual road only Thursday, through the same source.
4. The actual address was determined yesterday.
5. Normal planning controls have been bypassed, short-circuiting any council involvement.
6. As yet, there has been no consultation with the community.

Kuranda is a small village with reasonably low population density. When first the proposals came to our attention we assumed that a larger block somewhere between Koah and Kuranda would be employed, to maintain a degree of

seperation and security. We were shocked to discover that a residential block of an acre was determined to be suitable. Whilst you may be willing to assume that this is a standard NIMBY reaction, we can see some serious potential impacts.

Kuranda has very low crime figures, and in fact does not have a fully manned police station. Recent insurance rates have quadrupled in the last two years, despite increased excess and zero claims. It is difficult to see how the creation of a boot camp in a residential area is going to improve that situation.

Can you please advise:

- * Why Kuranda was selected;
- * Why a low security residential area was selected, over a great number of 100 acre isolated bush blocks available;
- * Why State Government have overridden usual Local Government Planning Controls;
- * What security measures are being implemented, given that these are convicted youths with (presumably) contacts to other elements.
- * Who is going to be supervising them 24/7;
- * Whether the Kuranda Police Station is to be manned 24/7;
- * whether they are going to be allowed to receive visitors;
- * How long each group will be staying at the property;.

Whilst we are willing to support measures to combat crime, we do not understand why we now need to re-examine the manner in which we choose to live.

We also understand that a meeting is to be convened to address our concerns,

Sincerely,

sch.4/3/3 name, address, phone

----- End of Forwarded Message

----- End of Forwarded Message

John Posner

From: David Goodinson
Sent: Monday, 1 April 2013 6:44 AM
To: Steve X Armitage
Subject: Cairns Bootcamp

Hi Steve, I was yesterday reading the Tablelands Gazette. There was a article in relation to bootcamp where the Mayor was quoted as stating that the Kuranda property did not need an application for a change of use.

David

Sent from my iPad



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Cathy Duck

Team Coordinator
Atherton Youth Justice Service Centre
North & Far North Queensland
Department of Justice & Attorney General

PH: 07 40910100

Fax: 07 40910150

Mobile: sch.4/3/3 mobile

Email: cathy.duck@justice.qld.gov.au

81 Main Street Atherton. Qld 4883

PO Box 399 Atherton Qld 4883

John Posner

From: David Goodinson
Sent: Tuesday, 26 March 2013 10:51 AM
To: Steve X Armitage
Subject: FW: Kuranda Residents (boot Camp)
Attachments: bootcamp.JPG

Hi Steve, for your information.

1. Images of the bootcamp residence were used again by channel 7 last night with no comment other than boot camp opens for Cairns
2. I noted from the information from Bobby that a public meeting occurred last night and that Michael Trout attended. I called Mr Trout this morning around 8.45 with a view to enquire if there was anything I and Safe Pathways could address and be of assistance? No response at this time
3. The gentleman who called Bobby is called [redacted] sch.4/3/3 name, personal, mobile [redacted]
4. An employee from another Government department sent me the article attached
5. I will be meeting with Bobby at the house tonight at 4.30 and will support Bobby finish the door knock with immediate neighbours and address any concerns.

Steve, we will see what emerges tonight. We might have to think about holding a public meeting at some point? Shame Michael chose not to invite us to the meeting he addressed last night?

Regards
David

David Goodinson | Regional Director | Youth Justice Services
Far North and North Queensland Region | [Department of Justice and Attorney General](#)

277 Mulgrave Road, Westcourt | PO Box 327, Westcourt Q 4870
T: 07 4048 9859 | M: [redacted] | F: 07 4048 9869

From: Bobby Toleafoa [mailto:b.toleafoa@safepathways.com.au]
Sent: Monday, 25 March 2013 11:29 PM
To: David Goodinson
Cc: Darryl Clark
Subject: Kuranda Residents

Hi David,

I wanted to advise that I received a phone call earlier this evening from a local resident in Kuranda. The concerns that he raised were nothing unexpected however he did provide information that there was a community meeting involving Michael Trout in relation to the Boot Camp. This particular resident also raised a similar issue that I believed that Mr Trout also raised in terms of the use of the house. He also requested that I do not make contact with him in person or via phone as his solicitors will be following up on his concerns.

Just thought I would let you know so we can discuss how we will approach all this.

Thanks,

Bobby Toleafoa

Program Manager – Safe Pathways
p: 07 4044 1000 | f: 07 4044 1001 | m: [redacted] e: b.toleafoa@safepathways.com.au | 47 – 49 Sheridan Street | PO Box 6795 | Cairns QLD 4870



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Thanks

Nic

Nicole Akers

Director

p: 07 4033 3444 | [REDACTED] | e: n.akers@enterprisemg.com.au | PO Box 6795 | Cairns, Qld, 4870



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From: Chris Anderson

Sent: Thursday, 21 February 2013 8:09 AM

To: Jodie Auld

Cc: Nicole Akers

Subject: FW: Bootcamp

Kuranda update,

Nic I will phone regarding this information.

regards

Chris Anderson

QLD State Manager – ITEC Health / Safe Pathways

p: 07 4044 9600 | f: 07 4051 3639 | m: [REDACTED] | e: c.anderson@safepathways.com.au | 51 Sheridan Street | PO Box 6795 | Cairns, QLD 4870



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John Posner

From: Steve X Armitage
Sent: Tuesday, 23 April 2013 6:34 AM
To: David Goodinson
Cc: Darren Hegarty; Louise C Witte
Subject: Re: Kuranda

Hi David

There are several thing to be done today. the AG has endorsed the show cause. Darren will work on this today with the intention of the signing off the letter before cOB. We will need a separate brief on why we (the AG) were not briefed, this includes safe pathways that did alert and after hours and police that did not. Police should have on two counts one the Watchhouse protocol and their partnership in the boot camp. David can you work with Louise on this. As I mentioned yesterday we need to contact police prosecutions today to seek the cases in relation to the impending presentence reports to be brought on for mention ASAP (no later than Wednesday to seek their adjournment) we'll have have consider a time frame but it would at least be beyond the show cause or unless by some miracle safe pathways come up with an acceptable solution around Clump Mountain. Clump mountain should of course be a priority today to see if it is a goer at all.

I need to see the DG first thing but will organise a teleconference with you and Darren soon after.

Regards
Steve

Sent from my iPad

On 23/04/2013, at 6:17 AM, "David Goodinson" <David.Goodinson@justice.qld.gov.au> wrote:

> Hi Steve, how did you get on with the AG? Do you need anything doing urgently?
>
> David
>
> Sent from my iPad

John Posner

From: Steve X Armitage
Sent: Wednesday, 23 January 2013 7:37 PM
To: David Goodinson
Cc: John Sosso
Subject: Re: Meeting with MP,s M Trout, Gavin King, D Kempton

Thanks David this is very useful - a big day. I will follow up with the mins office first thing in the morning. The info about the telelink is interesting. I'm sure it will work its way through to a workable solution.

Cheers
Steve

Sent from my iPad

On 23/01/2013, at 6:01 PM, "David Goodinson" <David.Goodinson@justice.qld.gov.au> wrote:

- > Good day Steve here is a summary of the day. Lynn also attended both meetings
- >
- > Meeting with Michael Trout & Dave Kempton
- >
- > I provided an update of attempts to find a suitable residence, timeframes etc. We provided an overview of the program and risk management strategies including high level of staffing, short term of residence, whole of gov approach, voluntary nature of the service and introduced Safe Pathways has an experienced service provider. We also spoke of the suitability of the residence, re split living bedrooms, locality, ease of access to the Northern Out Look and specialist revives provided from Cairns etc.
- >
- > Michael was consistent in saying it could not be located in Redlynch Valley as it was not sellable, re public perception. Michael also stated that the bootcamp had strayed from what the public expected in that the bootcamp should be remote and and that YP should be working the roads etc. Michael stated he would not support the boot camp and would oppose any plans to locate a boot camp in Redlynch Valley or Cairns suburbs. Michael was adamant that we would have his support and he would oppose his own government if that is what took.
- >
- > Both Michael and David stated that they were surprised that Cairns was chosen as a site and were clearly of a view that they would have preferred that not to have been the case.
- >
- > I stated that this was a government priority and an election promise and that my role was to ensure that we established a boot camp for Cairns to gain good outcomes. That we needed to work together in promoting the bootcamp as a strategy to resolving youth crime. I also said that we needed to be on the same platform, that the boot camp would not work unless we all supported it and promoted it.
- >
- > There was no agreement reached and no room to find agreement for the current location. Lynn is of the belief that the residential program would not be successful if we have no support from local representatives of the State Government. I must say I would agree with her.
- >
- > Action
- >
- > Michael was going to contact real estate contacts on the Tablelands and said he was confident he would find a house in a suitable setting. He undertook to contact Lynn or myself this afternoon.
- >
- > We reinstated that we needed to work together and stand on the same platform in promoting the bootcamp. Lynn also stated that she was happy to look at other options if they could be sourced. The timeframe for implementation was also discussed.
- >

> Meeting with Gavin King

>

> We outlined to Gavin what had occurred during the day and I asked Gavin if this would be his stance if a suitable property was found in his electorate. Gavin stated that this would not be the case, he was interested in seeing successful outcomes.

>

> Discussion followed to discuss possible other venues such as facilities owned by Darajan College (will be followed up tomorrow).

>

> Gavin agreed that we need to stand on the same platform but stated that he worked with Micheal and David and would stand by them. Gavin asked if we could provide some further information on the bootcamp.

>

> Actions

>

> Agreed to provide information as provided to the steering committee to all 3 MP. Will ensure this is done tomorrow

>

> Gavin will contact me tomorrow re thinking on residential options.

>

> Gavin also informed me that himself, David and Michael had a tele link meeting with the Attorney General tonight?

>

> Hope this is clear, please give me a call if not

>

> Best regards

>

> David

>

> Sent from my iPad

John Posner

From: David Goodinson
Sent: Wednesday, 23 January 2013 11:00 AM
To: Steve X Armitage
Subject: RE: Michael Trout's concerns

Hi Steve, just to let you know Lynn and myself will be meeting with Michael at 1pm today. I tried to get hold of Gavin but he is in meetings. I have arranged to meet with Gavin 3.45 this afternoon so will find out what the issue re support or otherwise for the boot camp is? We will attempt to work on political inclusion on the boot camp issue and see if it is possible to get both MP's on side?? I am also going to follow up with David and arrange a meet. Interestingly and in addition to boot camp there are some racial unrest issues unfolding in Mareeba and some very in your face offending, so I have little doubt that David will be keen to meet.

Will keep you posted

David

David Goodinson | Regional Director | Youth Justice Services
Far North and North Queensland Region | Department of Justice and Attorney General

277 Mulgrave Road, Westcourt | PO Box 327, Westcourt Q 4870
T: 07 4048 9859 | sch.4/3/3 mobile F: 07 4048 9869

From: Steve X Armitage
Sent: Wednesday, 23 January 2013 9:11 AM
To: David Goodinson
Subject: FW: Michael Trout's concerns

FYI – ill call you

Steve Armitage | Assistant Director-General
Youth Justice | Department of Justice and Attorney-General
T: 07 3406 7974 | M: 0416 248 626 |

From: Steve X Armitage
Sent: Wednesday, 23 January 2013 9:10 AM
To: margaret.forrest@ministerial.qld.gov.au
Cc: John.sosso@justice.qld.gov.au; Darren Hegarty; Roger McCarthy (Roger.McCarthy@justice.qld.gov.au)
Subject: Michael Trout's concerns

Hi Maggie,

As discussed, Michael Trout expressed his opposition to the prospect of the Boot Camp residence being located in his electorate to my RD, David Goodinson last night. I have outlined some points below that will be useful in your conversation with him. They degree of structure and supervision of Youth Boot Camp participants will be far greater and intense than any other community based offender program I am aware of. I'm sure Safe Pathways and my Regional Director will be more than happy to provide him with a comprehensive briefing as they did for Gavin King last week. Mr Trout's support is critical of course. The points are:

The Property has been located by the providers (Safe Pathways) in outer fringe of Cairns on acreage

The property is a base from which the program will be run in conjunction with the extensive outdoor learning facilities of the Northern Outlook some 3 minutes' drive away

Any young person will only be resident at the facility for four weeks

The program is small with a maximum of five participants

Participants are carefully screened to ensure they are suitable – young offenders with violent or sexual offending are automatically ruled out

The participants selected will only be current residents of Cairns and surrounds. Young people will not be 'shipped in' to the community from other parts of the state

Participants who commit to the program and ordered by the court will be supervised 24 / 7 for the month they are in the residence

The program is highly structured and disciplined

If they do not comply with the strict conditions of the Youth Boot Camp order they will be breached, brought back to court and risk being sentenced to Detention

The provider is highly experienced with over 14 years involvement with this cohort and is experience in running supervised accommodation

The case management of each participant is coordinated by JAG's local Youth Justice Service

The local program is oversighted by a panel of senior officers from JAG, Police, Education and Health.

No doubt we will talk further in the day.

Regards

Steve

Steve Armitage | Assistant Director-General
Youth Justice | Department of Justice and Attorney-General
T: 07 3406 7974 | M: Sch.4/3/3 mobile

John Posner

From: Lynn Walker <l.walker@itechealth.com.au>
Sent: Monday, 22 April 2013 2:24 PM
To: David Goodinson
Subject: Safe Pathways undertaking in response to Critical Incident
Attachments: Safe Pathways undertaking in response to Critical Incident.docx

Hi David

This is a starting point, I have not heard from Chris Anderson as yet will inform you as soon as I do.
I am confident that this will not be a problem.

Cheers

Lynn Walker

Chief Executive Officer – Itec Health – Safe Pathways

P: (07) 4044 9600 | F: (07) 4051 3639 | e: l.walker@itechealth.com.au | 51 Sheridan Street | P.O. Box 6795 | Cairns, QLD 4870
P: (08) 8923 9900 | F: (08) 8981 1988 | l.walker@safepathways.com.au | 48 – 50 The Mall | P.O. 2807 | Darwin , NT 0800



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Darryl Clark

Project Officer | Office of the Regional Director

Youth Justice Services Far North and North Queensland Region | Department of Justice and Attorney-General

277 Mulgrave Road | PO Box 327 | Westcourt, Qld 4870

T: 07 4048 9803 | F: 07 4048 9868

Email: darryl.clark@justice.qld.gov.au

From: Bobby Toleafoa [<mailto:b.toleafoa@safepathways.com.au>]

Sent: Friday, 19 April 2013 12:45 AM

To: David Goodinson; Darryl Clark

Subject: RE: Additional questions for Kuranda residence correspondence

Hi David and Darryl,

Please find some notes in response to the questions. These dot points are only in relation to the residential but there are other mechanisms of control through legislation, police support etc.

Apologies for the late response.

Regards,

Bobby Toleafoa

Program Manager - Safe Pathways

p: (07) 40 441 000 | f: (07) 40 441 001 | sch.4/3/3 mobile

| e: b.toleafoa@safepathways.com.au | 47 – 49 Sheridan Street | PO Box 6795 | Cairns QLD 4870



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From: David Goodinson [<mailto:David.Goodinson@justice.qld.gov.au>]

Sent: Wednesday, 17 April 2013 5:06 PM

To: Bobby Toleafoa; Darryl Clark

Subject: FW: Additional questions for Kuranda residence correspondence

Can you please provide me with a response please

David



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**DEPARTMENT OF JUSTICE AND ATTORNEY-GENERAL
MEMORANDUM**



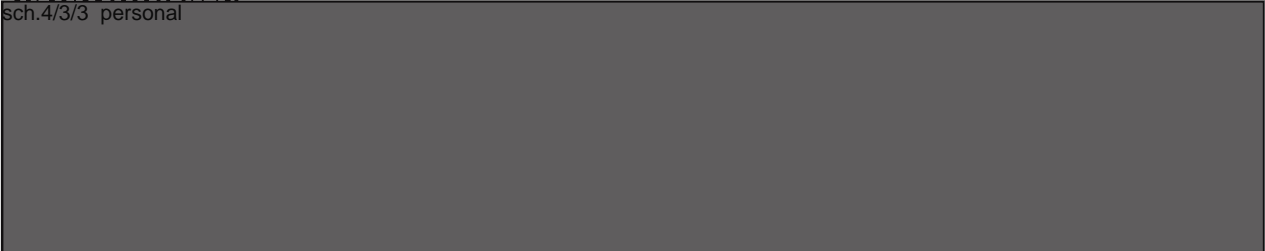
TO: Sean Harvey, Assistant Director-General, Youth Justice
FROM: Veronica Power, A/Regional Director, Far North and North Queensland
SUBJECT: Release from Detention of Absconder from Kuranda Boot Camp Residence
DATE: 17 March 2015

PURPOSE

That the Assistant Director-General **notes** the content of the brief.

BACKGROUND

sch.4/3/3 personal



██████ was sentenced to a 6 month Detention Order suspended to be served by way of Boot Camp Order. ██████ was sent to the Kuranda Boot Camp residence on 18 April 2013. He absconded on 21 April 2013. He was arrested on 22 April 2013 having committed further serious offences and again remanded in custody to Cleveland Youth Detention Centre (CYDC).



Briefing Officer	Brett Bordujenko. A/Manager Cairns Youth Justice Service Centre	Approved by	Veronica Power A/Regional Director Far North and North Queensland
Telephone	40489801	Date	19/9/2013

ISSUES

sch.4/3/3 personal



RECOMMENDATION

The Assistant Director-General **notes** the contents of the brief.

☐ Noted ☐ Approved ☐ Not Approved

Signed:
Sean Harvey
Assistant Director-General

Date:

Briefing Officer Brett Bordujenko.
A/Manager
Cairns Youth Justice Service Centre

Telephone 40489801

Approved by Veronica Power
A/Regional Director
Far North and North Queensland

Date 19/9/2013

From: Janette Hull
Sent: Tuesday, 9 April 2013 1:11 PM
To: Patricia A Brown
Cc: Deborah Hinchliff
Subject: FW: Correspondence to concerned Kuranda residents

Hi there

Were these questions forwarded to you by David?

Regards

Janette Hull | Senior Program Officer (Tues to Fri)
Youth Justice Policy and Programs | Youth Justice Services | Department of Justice and Attorney-General
Level 25, 50 Ann Street, Brisbane | GPO Box 149 Brisbane 4000
Phone: 07 3224 6309 **Ext:** 46309
Email: janette.hull@justice.qld.gov.au

From: Deborah Hinchliff
Sent: Monday, 8 April 2013 3:30 PM
To: David Goodinson
Cc: Janette Hull
Subject: Correspondence to concerned Kuranda residents

Hi David, I am drafting a generic response to the letters/emails we are received from Kuranda residents concerned about the SYBC being in their local area.

The letters I am responding to raise the following questions:

1. How is a residential area allowed to become home to a government rehabilitation centre without a Material Change of Use order as per local and state government legislated requirements?
2. Why was no local consultation undertaken?
3. What analysis was performed to indicate this property and area was suitable for this facility. How can our security be absolutely guaranteed?
4. Who bears the financial responsibility if there is loss of personal property?
5. We would expect rostered shifts providing 24 hour security as these young adults are under the juvenile criminal justice system, and expect the same safety requirements for the community as if they were in a juvenile prison.
6. The residents of this area expect to be compensated if we suffer a reduced valuation of our property due to the presence of this Boot Camp. Legal advice is being sought.
7. What criteria are used to determine which minors will be attending this Boot Camp?
8. Will the residents be notified if any specific high risk juveniles are placed in this Boot Camp?
9. How will the property be secured to prevent offenders escaping into our neighbourhood?

I have used speaking notes that we were directed to refer to by the AGs office and some of the information currently on the DJAG website to answer questions regarding the target group, supervision in the residential and to provide information about the structure of the program.

Are you or Darryl able to assist in answering some of the other questions?

I have inserted a couple of questions that I assume you will be able to help me with, highlighted in yellow, in the draft of the letter.

I have a deadline of **11 April** to develop this response to 3 Kuranda locals.

I would be very grateful if you get provide any input by midday on 11 April.

Regards, Deb.

Deborah Hinchsliff |

Principal Program Officer (Mon, Wed 10-2, Thurs, Fri)

Youth Justice Programs |

Youth Justice Policy, Performance, Programs and Practice |

Department of Justice and Attorney-General

T: 07 3227 7299 |



Queensland
Government

Department of Justice and Attorney-General Sentenced Boot Camp Steering Committee

Date and Time:

Venue:

Chairperson:

Attendees:

Secretariat:

Thursday, 28 February 2013 3pm

Conference Room, Cairns Youth Justice Service Centre, 277 Mulgrave Road, Westcourt

David Goodinson, Regional Director, YJS, FNQ/NQ Region

Darryl Clark (DJAG), Rob Buschkens (CCYPCG), Tom O'Donnell (DETE), Fiona Norman (DCCSDS), Cheryl Abram (DJAG), Glen Mollenhauer (DJAG), Glen Horan (QPS), Steven Sullivan (QH), Bobby Toleafoa (Safe Pathways), Jessica Franco (QPS), Arnold Wallis (DJAG), Michelle Emeleus (QPS)

Trish Brown, A/Regional Office Coordinator, Youth Justice Services, FNQ/NQ Region

Discussion items:

ITEM	TOPIC	DISCUSSION NOTES	DATE	BY
1	Welcome by chairperson and apologies	David opened the meeting and welcomed all		
2	Apologies	Louise Hunter (DATSIMA)		
3	Business Arising from Previous meeting	<p>Medical assessments. Darryl has discussed with Child and Youth Mental Health Service (CYMHS) and they will provide basic letter with intervention requirements to be attached to Pre Sentence Report (PSR). YJSC to decide if intervention requirements can be safely managed.</p> <p>1 young person (yp) from Cleveland Youth Detention Centre (CYDC) currently having CYMHS assessment completed</p> <p><u>Protocols</u> – at regional level everyone satisfied and clear about their roles. Brisbane seems to be concerned with some of the process. This to be resolved at regional level.</p> <p>DATSIMA – Youth Justice (YJ) will notify them as necessary and they have a member on the Collaborative Panel (CP)</p> <p>QH – YJ will notify of Boot Camp Order (BCO), they also form part of CP. They will also be doing assessments – what issues there are and intervention required for YP. Alcohol, Tobacco and Other Drugs Service (ATODS) – are they included CB?</p> <p>DETE – YJ will notify of BCO, they also form part of CP</p> <p>TNO – YJ will notify of BCO, they also form part of CP</p> <p>CCYP – YJ to notify as soon as BCO received. Need to clarify re the</p>		By next meeting By next meeting

Confirm arrangements with all agencies.
Follow up with ATODS re membership to CP

Darryl Clark

Darryl Clark

ITEM	TOPIC	DISCUSSION NOTES	ACTION	PERSON RESPONSIBLE	DUE DATE
		<p>complaint process and how that will work. Looking at one visit to residential per month - to be assessed. Will need to visit with YP on order. YP may ask for visit so attendance at residential may be more often than monthly.</p> <p>QPS – When a PSR is ordered, YJ to notify prosecutions and act from there. A copy of the order to be given. Any issues of residential phase – local police will be contacted. QPS Brisbane have advised that a statewide MOU is required, QPS can't have local protocols. DJAG to liaise with QPS.</p> <p>DCCSDS – YJ will notify of BCO, they also form part of CP.</p> <p>Due to QPS Cairns concerns protocols be changed to working arrangements at local level.</p> <p><u>Induction Booklet</u></p> <p>Safe Pathways (SP) are writing this booklet around their practice manual. This manual has not been completed as yet. SP using YJ Manual as a basis for theirs. Darryl advised that the YJ Practice manual has now been updated. SP are going to design a brochure. When complete will forward a copy to secretariat.</p> <p>It was suggested that there be a section on restraint in the Induction Booklet to advise YP of what this means and their rights.</p>	Forward copy of brochure to secretariat	Safe Pathways	As soon as possible
4	Current Boot Camp Orders	s.73(2) not relevant			
5	Residence	<p>David advised that he had spoken with the Attorney-General's (AG) office today and we do have a residence. AG has been in discussion with local MPs. Media announcement to be made shortly. SP should take residence on 15/3 and first BCO due on 18/3.</p> <p>There are neighbours although residence is on a large block. (slide show of residence provided)</p>			

ITEM	TOPIC	DISCUSSION/NOTES	ACTION	PERSON RESPONSIBLE	DUEDATE
		SP advised that there is no mobile coverage at the residence. SP looking to get internet access for education and linking in with other agencies.			
6	General Business	CP to meet tomorrow and will meet on fortnightly basis. Next sentencing date is 18/3.			
7	Next Meeting	It was agreed that the next meeting should be in one month. Thursday 28 th March 2013. 3pm	Trish Brown to send Agenda item request	Trish Brown	22/2/13

Minutes

Sentenced Youth Boot Camp Steering Committee

Date and Time:		Thursday, 28 March 2013 3pm			
Venue:		Conference Room, Cairns Youth Justice Service Centre, 277 Mulgrave Road, Westcourt			
Chairperson:		David Goodinson, Regional Director, YJS, FNQ/NQ Region			
Attendees:		Darryl Clark (DJAG), Rob Buschkens (CCYPCG), Tom O'Donnell (DETE), Fiona Norman(DCCSDS), Cheryl Abram (DJAG), Glen Mollenhauer(DJAG), Steven Sullivan (QH), Bobby Toleafoa (Safe Pathways), Jesika Franco (QPS), Arnold Wallis (DJAG), Lorraine Marchant, Coordinator HR & Finance, Youth Justice Services, FNQ/NQ Region			
Secretariat:					
Discussion items:					
ITEM	TOPIC	DISCUSSION NOTES	ACTION	PERSON RESPONSIBLE	DUE DATE
1	Welcome by chairperson	David opened the meeting and welcomed all			
2	Apologies	Louise Hunter (DATSIMA), Glen Horan (QPS), Michelle Emeleus (QPS), Peter Evans (CYMHS), Joe Petrucci (Health), Chris Anderson (SP)			
3	Business Arising from Previous meeting				
4	Current Boot Camp Orders				

ITEM	TOPIC	DISCUSSION NOTES	ACTION	PERSON RESPONSIBLE	DUE DATE
5	Court Processes	<p>The first candidate is scheduled for court on Tuesday 4 April. It is expected there will be another two likely candidates attending court Thursday 6 April and Friday 7.</p> <ul style="list-style-type: none"> ○ Suitability Assessments <p>There is an understanding with the Chief Magistrate in Brisbane that if the Collaborative Panel find a candidate to be not suitable, the local magistrate cannot give a Boot Camp Order. However, because there is no legislative basis for this, if a magistrate demanded to have the matter canvassed for Boot Camp, our only recourse would be to have the matter adjourned and reviewed.</p> <p>Decisions about recommendations and PSR are made in Cairns by the panel and based on health assessments. Experts in their field are best to make the determination of person's appropriateness for Boot Camp residential.</p> <p>It was advised that it be flagged at the earliest opportunity in court where a child would be suitable for Boot Camp.</p> <p>It was asked if we could get Practice direction from Children's Court and Darryl will follow that up.</p>	Seek Practice direction from Children's Court	Darryl	
6	Residence	<p>Staff are currently setting up the residential. At some point an opportunity for all partners to view the residence will be provided.</p> <p>Bobby handed out the Safe Pathways booklet, which is an induction process for the young person. Bobby is the point of contact for queries.</p>			
7	Media Engagement & Community Consultation	<p>The message is that the Boot Camp is very well funded, resident occupation is low level and the first occupant is likely next Tuesday.</p> <p>A door knock was conducted around the immediate neighbours to let them know of the residence. The door knock was tied in with media announcements. Safe Pathways have developed a flyer and it is being handed out to all residences. There will be a public meeting in Kuranda on Thursday evening to inform the community of the Boot Camp program and discuss any queries or feedback. The meeting will be chaired by David</p>			

ITEM	TOPIC	DISCUSSION NOTES	ACTION	PERSON RESPONSIBLE	DUE DATE
		Goodinson, with representatives from Youth Justice, Safe Pathways, Qld Police and the Northern Outlook. Michael Trout, Local Member for Barron River, will be invited to attend. Darryl and Bobby met up with Kuranda police about how to address any possible incidents. The Kuranda police will be contacted during their open hours. Mareeba police and CPIU (Child Protection Investigation Unit) will be contacted where necessary. Darryl will formulate contact details for Safe Pathways by next Tuesday.	Formulate contact details for Safe Pathways	Darryl	2 April 2013
8	Other Business	No other business			
9	Next Meeting	Next meeting - at Northern Outlook on 2 May.	Trish Brown to send Agenda item request	Trish Brown	29 April 2013



Department of Justice and Attorney-General

Youth Justice Services

Inspection and Monitoring of Queensland Youth Boot Camp Centres

Procedures framework

The Department of Justice and Attorney General acknowledges the following sources, which this framework is heavily based upon:

Department of Communities, Child Safety and Disability Services, 2012, Community Support Team Manual (Chapters 9 and 10), Queensland Government.

Department of Justice and Attorney General, 2012, Youth Detention Inspectorate Expectations for Queensland Youth Detention Centres: Criteria for assessing the security and management of Queensland's Youth Detention Centres and the safe custody and wellbeing of children detained within them, Queensland Government.

Department of Justice and Attorney General, 2012, Operational Procedure for Inspection and Monitoring of Queensland Youth Detention Centres, Queensland Government.

Qld Government, 2012, Framework for Human Services Standards.

Ofsted, 2012, Framework for the inspection of local authority arrangements for the protection of children.

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Introduction

This document sets out the framework for the inspection of all Queensland residential Youth Justice Boot Camp Centres. It should be read in conjunction with the Operational Policy for the inspection of Queensland Youth Justice Boot Camp Centres and the Quarterly Inspection Tool.

The Department of Justice and Attorney General is responsible for the funding and monitoring of Youth Boot Camps in Queensland, in accordance with s282B of the *Youth Justice Act 1992* (Qld). In order to ensure high quality standards are maintained across all youth justice residential boot camp centres, a quarterly inspection of these services will be conducted. These inspections will be conducted according to a transparent and consistent framework that aims to support the legislative requirements of the *Youth Justice Act 1992* (Qld) and best practice principles. Specifically, this includes monitoring and promoting:

- I. The safe custody of young people at the centre
- II. Health and wellbeing of clients
- III. Security and management of the centre
- IV. Cultural, educational, emotional, intellectual, physical and social development of young people and
- V. Maintenance of discipline and good order at the centre.

In addition to this, Boot Camp Centres will be expected to comply with the Queensland Human Services Standards Framework and all provisions within the Youth Boot Camp Centre Service Agreements.

Comprehensive support of young people involved in the youth justice system does not begin and end whilst they are in residence at a centre. Ongoing support once they leave the centre is firmly within the scope of the inspection of youth justice services also.

This framework is intended to be a guide for Youth Justice Inspectors, Youth Justice grant funded services who manage boot camp centres and any other stakeholders interested in how the Department of Justice and Attorney General aims to promote the wellbeing, safety and rehabilitation of young people within youth justice accommodation services. The framework remains subject to periodic review.

Inspection and monitoring arrangements for boot camp service providers

Inspection and monitoring team

The on-site inspection team will consist of the following roles:

- A DJAG Practice Support Officer (Senior Resource Officer) who is familiar with the service agreement and legislative requirements of boot camp centres.
- A Youth Justice Policy and Programs representative who is able to provide advice in relation to the intention of the program model.

At the end of an on-site inspection, the monitoring team will meet with the service provider to report any outcomes or significant findings. The monitoring team will consist of:

- A DJAG Practice Support Officer (Senior Resource Officer) who is familiar with the service agreement and legislative requirements of boot camp centres.
- A Youth Justice Policy and Programs representative who is able to provide advice in relation to the intention of the program model.
- A local Youth Justice Service Centre representative who understands the needs of the target group and the local service systems.

Scope of inspection and monitoring

A comprehensive monitoring framework consisting of the Human Service Standards Framework, legislative requirements and service agreement requirements has been developed.

This framework consists of the following fields of interest:

- I. Governance
- II. Service Access
- III. Responding to Individual Needs
- IV. Safety Wellbeing and Rights
- V. Feedback and Complaints
- VI. Human Resources
- VII. Additional Service Agreement and Legislative Requirements

For more details information relating to what is involved in the Human Services Standards Framework, refer to <http://www.communitydoor.org.au/human-services-quality-framework>.

As the Youth Justice Boot Camp monitoring framework is too large to complete quarterly reviews on, specific topics will be the key focus of each inspection, with the aim to review each area atleast once per year. Risk management is an important principle underpinning the monitoring framework. Therefore, if any risk is identified during an inspection that is considered unacceptable, this will be followed up, regardless of whether it falls into the specific focus topic for that quarter or not.

The inspection team will access the following sources to inform quarterly reviews:

- An on site inspection of the service whilst young people are in residence and programs are being delivered.
- Desktop reviews of case files, policies and procedures, registries, etc.
- Interviews with staff, young people, families, the Commission for Children and Young People and the Adult Guardian, court stakeholders and other key community stakeholders.
- Information shared by other grant funded Government departments under the information sharing provisions of cl 19 of the Queensland Government Service Agreement.

Information that the inspectors will require access to during the inspection period includes:

- Case files of young people and any documentation that reflects all the interventions and support provided by Boot Camp Centre staff.
- Any critical incidents that have occurred in the last three months and any actions plans developed in response to these critical incidents.
- Meeting with young people, parents, carers and staff of the Boot Camp Centre.
- Shadowing staff in their day to day work, for example observing delivery of programs and informal activities with young people.
- Observing practice in multi-agency meetings such as case reviews with Youth Justice Services and/ or collaborative case panel meetings.

Frequency of inspection

Whilst the Department of Justice and Attorney General is responsible for monitoring the delivery of boot camps at all times and will take feedback onboard at any time throughout the year, planned inspections will take place every quarter. Where any serious complaints are received outside of these planned visits, the Department of Justice and Attorney General reserves the right to enter the boot camp premises and conduct inspection at any time for the purposes of ensuring the safe custody of young people in the centre.

Notice period

The boot camp centre providers will be given two days notice of an impending onsite inspection. The aim for this is to provide enough time for a service provider to make any arrangements they need (e.g. if the manager is on holidays, someone to be the centre's lead contact), as well as ensuring that the inspectors get to see things as close as possible to the normal running situation.

Where the inspection officers are reviewing information accessible through the database system, the service will not be given advance notice of this.

What will happen during on site inspections

Planning meetings with the manager of the boot camp

The inspection officer(/s) will meet with the manager on the morning of the first day of the inspection. The inspection team will outline to the manager the main focus of their visit. The inspection team will advise the manager of the types of activities they will undertake over the week.

The manager will be responsible for:

- Giving the inspection team an understanding of the general feel for the centre and any major issues or events to be aware of.
- Informing the inspection officers of the activities taking place that week and making recommendations about and where and how the inspection officers may be able to link in with activities with the purposes of rapport building, observing the quality of programs being delivered and meeting with young people individually to discuss their experiences.
- Identifying any possible documentation or sources that may be helpful to assist in the inspection.

Following the first day, the inspection officers will routinely start their day whilst onsite at the boot camp centre by having a morning meeting with the manager. Inspection officers will be able to review their observations from the previous day, clarify any points and provide an opportunity for managers to clarify or follow up with any points. Following this morning meeting, the inspector will then participate in programs being delivered, interview young people, staff or review the environmental setting.

At the end of the time at the Boot Camp Centre, the inspectors will meet with the manager again to inform them of their findings and cross check information with the managers.

Views of children, young people, parents and carers

As well as listening directly to children, young people and their families, inspectors will take into account any available evidence from the Youth Boot Camp Centre provider regarding the views of children, young people and families or carers have been taken into account in continuous service improvements.

Tracking individual children's experiences

Inspectors will examine case files, wherever possible, with staff who are available at the time of the inspection. The samples will be selected at random from both current cases and cases that have been closed in the previous three months. However, this will be adjusted to ensure a balance of:

- age, gender, disability and ethnicity
- practitioner and team.

Inspectors may ask for samples of further cases at any point in the inspection to follow up particular lines of inquiry, for example issues around the interface with mental health support or substance misuse services. Inspectors may also access case files at any time outside of an inspection for the purpose of a desktop review. Where inspectors have any questions regarding case files, they will contact staff for further information.

Outcome of inspection

At the end of the inspection, the inspection officers will complete a report based on the findings, across the relevant eight fields of interest:

- I. Governance
- II. Service Access
- III. Responding to Individual Needs
- IV. Safety Wellbeing and Rights
- V. Feedback and Complaints
- VI. Human Resources
- VII. Additional Service Agreement and Legislative Requirements

Inspectors will make judgements against the evaluation schedules using a four-point scale.

Outstanding	A service that significantly exceeds minimum requirements for a field of interest. Examples from this field of interest may be used in promoting best practice.
Compliant	A service that meets minimum requirements. Suggestions may be included on how the service can excel in the future.
Non-complaint	A service that does not yet meet minimum requirements, due to minor infringements. An action plan will be devised with the service on how to address the identified issues.
Major non-compliance	A service that does not meet minimum requirements due to major issues. The Regional Director will be immediately notified and a risk management meeting developed to ensure the safety and wellbeing of young people at the Boot Camp Centre. These discussions may include consideration of a show cause process under the service agreement and a thorough action plan to address all issues raised.

Communication and feedback

Inspectors will provide regular opportunities for dialogue and feedback during the inspection. Should any unresolved issues of significant risk of harm to a child be identified during the inspection, inspectors will immediately inform manager of Boot Camp Centres and confirm this in writing at the earliest opportunity. It is expected that any significant risk will be addressed immediately by those responsible.

Where there are any negative findings that will be included in the written report, the manager of the Boot Camp Centre will be given an opportunity to provide their version of events or evidence in the alternative. This can occur orally in the end meeting with the manager, or via email or follow up phone calls. In the absence of the manager of the boot camp centre being available, feedback will be provided to the most senior manager who is available. The Commission for Children, Young People and the Adult Guardian will be provided with a copy of all written reports also.

All inspectors are expected to undertake quality assurance of their own and other inspectors' work during inspections. The lead inspector has overall responsibility for ensuring that all the evidence gathered is robust, reliable and secure. Therefore, all judgements reached by the inspection team will be fully supported by the available evidence.

Expectations of providers

Confidentiality

The Department of Justice and Attorney General will take all appropriate steps to ensure that information provided to inspectors remains confidential, as required by statute. However, evidence gathered during inspections may be subject to disclosure under the *Right to Information Act*, although the identity of named individuals will not be disclosed. Where the Department of Justice and Attorney General considers that any information provided by children indicates the likelihood of harm, the necessary information will be passed to the Queensland Police Service and or the Department of Justice and Attorney General's Ethical Standards Unit.

Conduct during the inspection

The Inspectors will work with the Youth Boot Camp Centres to conduct their work in consideration of the established routine of the Boot Camp Centre. Where an inspector is unsure of a process, they will seek guidance from Youth Boot camp Centre staff.

Complaints

It is hoped that the great majority of our work is carried out smoothly and without incident. If concerns do arise during an inspection, they should be raised with the lead inspector immediately so that they can be resolved while the inspection is taking place. Any concerns about the factual accuracy of the findings in the report may be raised with the inspectors after the inspection. If it has not been possible to resolve concerns through these means, a formal complaint may be lodged to the Regional Director of Youth Justice Services.

Normally, a complaint can be made at any stage during an inspection or up to 30 calendar days from the date of publication of any report or letter. Lodging a complaint will not normally delay publication of the report.

All complaints will be initially assessed by a Department of Justice and Attorney General representative and early contact will be made in order to resolve any complaints without delay.

Complaints should be made in writing to:

Mr David Goodinson
277 Mulgrave Road, Westcourt, Qld, 4870
Ph: 4048 9859
Mobile: 0427 602 178
Fax: 4048 9869
Email: David.Goodinson@justice.qld.gov.au

Further information

If you have any other general queries about the inspections of Youth Boot Camp Centre arrangements, please contact Lawrence Wray on (07) 3224 5490 or Lawrence.wray@justice.qld.gov.au.

John Posner

From: Lisa Barrett
Sent: Friday, 26 October 2012 8:12 AM
To: 'DG.Correspondence@justice.qld.gov.au'
Cc: OADG Youth Justice Mailbox/Calendar
Subject: FW: Youth Boot Camp



SYBC_Signature
page.pdf



SYBC Evaluation
Report_FINAL (...)



EIYBC Signature
page.pdf



EIYBC Evaluation
Report final ...

Good morning,

Further to my email yesterday, please find attached the PDF version of the signature pages that are part of the Evaluation Reports.

Thanks,
Lisa

Lisa Barrett | Executive Officer | Office of the Director |
Youth Justice Policy, Performance, Programs and Practice |
Level 25/50 Ann Street, Brisbane QLD 4001
Department of Justice and Attorney-General
T: 07 387 20733

From: Lisa Barrett
Sent: Thursday, 25 October 2012 3:45 PM
To: 'DG.Correspondence@justice.qld.gov.au'
Cc: Darren Hegarty; Leigh X Krenske; 'Margaret Forrest'; OADG Youth Justice Mailbox/Calendar
Subject: Youth Boot Camp

Good afternoon,

Please find attached urgent and confidential boot camp tender documentation, endorsed by Steve Armitage, ADG, Youth Justice Services.

Steve will be walking the package through to the A/Director-General this afternoon.

Thank you,
Lisa

Lisa Barrett | Executive Officer | Office of the Director |
Youth Justice Policy, Performance, Programs and Practice |
Level 25/50 Ann Street, Brisbane QLD 4001
Department of Justice and Attorney-General
T: 07 387 20733

Department of Justice and Attorney-General

Evaluation Report

**For the provision of the
Sentenced Youth Boot Camp**



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1.0 PURPOSE

This Evaluation Report has been prepared to document the evaluation that was undertaken to identify a suitable service provider to deliver the Sentenced Youth Boot Camp (SYBC).

2.0 BACKGROUND

The trial of boot camps for young people was an election commitment made by the Newman Government as part of their *Safer Streets Crime Action Plan*. A number of consultative activities supported the development of the youth boot camp program models including a Ministerial Roundtable meeting with key stakeholders, a review of national and international literature and submissions made by organisations attending the Ministerial Roundtable.

3.0 CALL OF OFFERS

A Sentenced Youth Boot Camp Funding Information Paper and Funding Submission Form were published on the Department of Justice and Attorney-General (DJAG) website on 21 August 2012. (see Attachment A).

The Attorney-General and Minister for Justice released information about the commencement of the procurement process via a media release (see Attachment B).

Funding submissions closed at 5pm on 19 September 2012.

4.0 METHOD OF SEEKING OFFERS

The following method of seeking offers was used for the call of offers:

✓ Open Offer

Two Information Sessions were held at Cairns on 29 August 2012 to provide information about the SYBC program model and procurement process to interested service providers. Details about the information sessions were sent to key stakeholder agencies via an email from the Assistant Director-General, Youth Justice on 21 August 2012 (see Appendix C).

A summary of the questions asked and answers provided at the SYBC Information Sessions was published on the DJAG website on 13 September 2012 (see Appendix D).

5.0 APPROVALS


An Authority to Prepare Youth Boot Camp Paper providing information on the youth boot camp models to be trialled and procurement process was endorsed by Cabinet on 20 August 2012. This paper outlined the trial of two youth boot camp models – a SYBC and an Early Intervention Youth Boot Camp.

6.0 RESPONSES

Offers were received from the following firms:

- Safe Pathways

sch.4/4/7(1)(c)



7.0 EVALUATION

7.1 Evaluation Team

An Evaluation Team ("the Team") was appointed consisting of:

- Chair – Mr Steve Armitage, Assistant Director-General, Youth Justice, Department of Justice and Attorney-General;
- Panel Member - Mr David Goodinson, Regional Director, Far North Queensland, Youth Justice, Department of Justice and Attorney General;
- Panel Member - Mr Tom O'Donnell, Regional Behaviour Support Manager, Department of Education, Training and Employment;
- Panel Member - Mr Norman Ferguson, Director, Far North Queensland Regional Office, Department of Aboriginal and Torres Strait Islander and Multicultural Affairs;
- Scribe – Mr Darren Hegarty, Director, Youth Justice Policy, Programs, Performance and Practice, Department of Justice and Attorney-General;
- Procurement Advisor – Mr Chris Jackson, Senior Procurement Officer, Department of Justice and Attorney-General.

7.2 Weightings

The SYBC Funding Information Paper outlined three selection criteria with weightings against each criterion.

The values of each weighting for each criterion were set prior to the responses being viewed by the Team. Criterion 1 was to be scored out of 20; criterion 2 and 3 were to be scored out of 15.

7.3 Evaluation Process

7.3.1 Evaluation of written responses to the funding tender

- Team members were sent the Evaluation Plan (Appendix E), Disclosure Conflict of Interest Form (Appendix F), SYBC Service Provider Criteria and Guidelines (Appendix G) and Probity Principles and Guidelines (Appendix H) prior to their first evaluation meeting which was held on 27 September 2012.
- Offers were checked for conformance with all funding submission requirements e.g. the conditions of offer and the proposed conditions of contract.
- Each team member evaluated the offers against the predetermined evaluation criteria and guidelines before the first evaluation meeting.
- Each team member relied on the information stated in the offers received to arrive at their assessment of each offer.
- The Team agreed on the scoring for each offer using the SYBC Scoring Model (Appendix I).
- The score for each offer was determined by consensus by the team members.

7.3.2 Scoring Standard and Weightings

The scoring standard used is outlined in the attached Evaluation Plan and referred to above. A Rating Scale of 0 to 20 for Selection Criteria 1 and 0 – 15 for Selection Criterion 2 and 3 was used.

7.3.3 Treatment of Non-Conforming Offers

Eligibility Requirements of the offer document were listed as follows:-

Service providers were required to outline their delivery of the SYBC in accordance with the SYBC program model outlined in the SYBC funding information paper using the SYBC submission form.

To apply for funds to deliver the SYBC, applicants (or sub-contracted service providers) were to:

- hold Approved Service Provider (ASP) status OR
- have already applied for ASP status OR
- submit a concurrent application.

All organisations making submissions must also:

- have no outstanding financial accountability, service delivery or performance issues for funding previously provided by DJAG or the Department of Communities, Child Safety and Disability Services.
- hold public liability and other relevant insurance (or provide plans to obtain insurance)
- provide evidence that the organisation has the capacity to deliver and sustain the service required.

A process to establish the ASP status of each applicant has been undertaken by Youth Justice Policy and Program in conjunction with the procurement process. The Director-General, DJAG will endorse the ASP status of the successful applicant.

N.B. Full details of each eligible requirement are contained within the offer document.

Evaluation Criteria No.1 "Conformance to Mandatory Requirements" required offerors to conform to the above minimum requirements.

Of the 12 offers received, 10 offers conformed to the eligibility requirements. Two offers did not conform to the eligibility requirements and were therefore excluded from further evaluation.

7.3.4 Evaluation Scoring

The written offers from the 10 conforming offerors formed the basis of assessment for the scoring nominated for the following evaluation criteria.

Evaluation Criteria No. 2 "Deliver the boot camp residential facility and associated activities with an understanding of the needs/issues faced by young people in the youth justice system";

Evaluation Criteria No. 3 "Service provider and/or sub-contracted service provider/s ability to deliver SYBC program components to young people with high needs and their families";

Evaluation Criteria No. 4 "Demonstrated ability to work with other services to coordinate, plan and address young persons' needs'.

The completed evaluation scoring complete with comments for Evaluation Criteria No.'s 1,2,3 and 4 are located at Appendix J (SYBC Evaluation Scoring and Comments). The scores incorporated with the score allocated for "Cost" are also included in this document.

7.3.5 Final Rankings

The final rankings are listed below for the offers received:


Offeror	EC2	EC3	EC4	Total Evaluation Score	Offeror Cost Per annum
Safe Pathways	17	12	11	40	
Drug Awareness and Relief Foundation	Sch.4/4/7(1)(c)(i)				
Lifestyle Solutions					
Team Wild					
Choice Management Australia					
Q.I.T.E					
Anglicare					
Career Employment Australia					
Southern Cross					
Dare to Dream					
Scripture Union					
Youth Justice Rehabilitation					

The main reasons for the differences in the offerors' scoring were as follows: (Full details are available in Appendix J).

Evaluation Criterion No.2: Deliver the boot camp residential facility and associated activities with an understanding of the needs/issues faced by young people in the youth justice system'


- Safe Pathways scored 17 on this criterion as they demonstrated extensively their experience of delivering a residential facility to this high needs client group in the Cairns and surrounding districts. The submission was comprehensive, identifying suitable locations, demonstrating comprehensive risk management capabilities and integration of the interventions delivered as part of the residential program through the remainder of the boot camp program.

sch.4/4/7(1)(c)(i)



Evaluation Criterion No.3: Service provider and/or sub-contracted service provider/s ability to deliver SYBC program components to young people with high needs and their families

- Safe Pathways scored the highest score of 12 from 15 in this criterion. The service demonstrated comprehensive understanding and experience in delivering the range of services required to deliver a boot camp. The service was the only submission to demonstrate in detail how the interventions would vary across the program phases whilst demonstrating the integration of these interventions for the young person's clear experience. The submission clarified the nature and extent of partnerships within this model. Partnerships were existing and demonstrated.



Evaluation Criterion No.4: Demonstrated ability to work with other services to coordinate, plan and address young persons' needs'

- Safe Pathways scored the highest score of 11 on this criterion. The service articulated most clearly their examples of working in partnership with other agencies, their experience in working

with youth justice, provision of services to high risk young people and including their work with Aboriginal and Torres Strait Islander communities.

sch.4/4/7(1)(c)

Evaluation Criterion No.5: Cost Effectiveness Ratio

- The "Cost Effectiveness Ratio" method was used to score this evaluation criterion as detailed in Appendix J.
- [REDACTED] ranked first with the cost effectiveness ratio over Safe Pathways who ranked second. This result is influenced by the model of residential and associated costs chosen by [REDACTED]. This model is not consistent with the requirements of the tender in that the residential model was costed for a four one month blocks not a rolling residential service, the agency was provided an opportunity at presentation to address this deficit and chose not to. The evaluation panel assessed this as a deficit for this service.

Summary

The highest ranked Offeror was Safe Pathways with a score of 40. The Team agreed that the offer from Safe Pathways represented the proposal that is most likely to deliver a high quality sentenced youth boot camp program in Cairns and surrounding region and the best overall value for money offer for this purchase.

7.3.6 Presentations

The service providers with the four highest scores were asked to present their submissions to the Team at a second selection panel meeting held at Cairns on 8 October 2012. The number of submissions to present was predetermined before the assessment process commenced.

The purpose of these presentations was to enable the Team to gain a greater understanding of the capacity of service providers to deliver the SYBC program and clarify information included in tender submissions.

The service providers requested to present submissions to the Team were: Team Wild, Lifestyle Solutions, Drug Arm and Safe Pathways.

8.0 RECOMMENDATION

The Evaluation Team recommends that Safe Pathways be approved as the Successful Offeror and hence engage them as the Contractor for the Sentenced Youth Boot Camp. They have been evaluated as the offer that is best placed to deliver the Sentenced Youth Boot Camp Program and best overall value for money offer.

The total cost of the proposed engagement will be sch.4/4/7(1)(c)

Recommended:

Date _____
Mr Steve Armitage (Chair), Assistant Director-General, Youth Justice, Department of Justice and Attorney-General.

Date _____
Mr David Goodinson, Regional Director, Far North Queensland, Youth Justice, Department of Justice and Attorney General

Date _____
Mr Tom O'Donnell, Regional Behaviour Support Manager, Department of Education and Training

Date _____
Mr Norman Ferguson, Director, Far North Queensland Regional Office, Department of Aboriginal and Torres Strait Islander and Multicultural Affairs

9.0 LIST OF APPENDICES

APPENDIX A – SYBC funding information paper and submission form
APPENDIX B – Attorney-General media release
APPENDIX C – Assistant Director-General email
APPENDIX D – Information Session question and answer summary
APPENDIX E – SYBC Evaluation Plan
APPENDIX F – Disclosure Conflict of Interest Form
APPENDIX G – SYBC Service Provider Criteria and Guidelines
APPENDIX H – Probity Principles and Guidelines
APPENDIX I – SYBC Scoring Model
APPENDIX J - SYBC Evaluation Scoring and Comments



APPENDIX A: SYBC FUNDING INFORMATION PAPER AND SUBMISSION FORM

Sentenced youth boot camp

Youth Justice

Funding information paper 2012–13

1.0 Snapshot of the funding initiative

Purpose of the Sentenced Youth Boot Camp program	<p>The purpose of the Sentenced Youth Boot Camp (SYBC) is to provide an intensive intervention to young people at direct risk of detention. The intervention will:</p> <ul style="list-style-type: none">• instil discipline and respect in young people• address the causes of crime• provide a direct consequence for offending• increase the supervision of young people.
Target group	<p>The SYBC program will involve young offenders aged 13–17 years at risk of being sentenced to a detention order.</p>
Funding available under the Sentenced Youth Boot Camp Program Funding Initiative	<p>The SYBC is a two year trial initiative to commence operation in January 2013.</p> <p>As part of the submission process, service providers will articulate the proposed service and budget associated with the implementation of the SYBC program. The service provider will integrate its service delivery approach with Youth Justice Services and other agencies partnered or sub-contracted to implement program components. The service provider will be required to create cost-efficiencies where possible by partnering with agencies currently providing services in the community or negotiating with agencies to re-align existing community-based services.</p> <p>The Department of Justice and Attorney-General (DJAG) will form a working party to assist collaboration between the service provider and partnered agencies providing in-kind service delivery support in the implementation of the SYBC program.</p> <p>Applicants must be able to commence service delivery in January 2013.</p>
Location	<p>Cairns local government area</p>
Eligibility requirements	<p>Applicants (and sub-contracted service providers) must hold Approved Service Provider (ASP) status under the <i>Community Services Act 2007</i>.</p> <p>Applicants (and sub-contracted service providers) must be incorporated and hold public liability and other relevant insurance for all proposed activities.</p>
Closing date	<p>19 September 2012</p>



1. Background

The Queensland Government has made an election commitment as part of its *Safer Streets Crime Action Plan* to trial boot camps for young people.

Two types of boot camps will be trialled – an Early Intervention Youth Boot Camp (EIYBC) and a Sentenced Youth Boot Camp (SYBC). The EIYBC will target young people at risk of entering a criminal trajectory, while the SYBC will target young people facing a detention order. The government has allocated \$2 million to support the implementation of both boot camps.

The SYBC trial will be supported by amendments to the *Youth Justice Act 1992* which will expand sentencing options. The SYBC program will frame the delivery of the SYBC and a process and short-term impact evaluation will be undertaken to determine if program objectives are achieved.

This funding information paper seeks submissions from service providers with the skills and knowledge to deliver the SYBC program.

The submission process will involve service providers outlining how they will deliver the SYBC program. The service delivery approach will need to integrate with Youth Justice Services who has a statutory requirement to supervise and manage youth justice orders imposed on young people.

Service providers will be required to outline the costs associated with program delivery and identify how cost efficiencies will be created by working with existing services in their submission. Service providers may choose to partner with existing services, sub-contract services or negotiate to re-align existing services in order to create cost-efficiencies and deliver an effective program.

The service delivery model proposed by service providers in submissions will need to be consistent with the service delivery framework and program specifications outlined in this paper.

2. Purpose

The purpose of the Sentenced Youth Boot Camp (SYBC) is to provide an intensive intervention to young people at direct risk of detention. The intervention will:

- instil discipline and respect in young people
- address the causes of crime
- provide a direct consequence for offending
- increase the supervision of young people.



3. Program objectives

The objectives of the SYBC program are to:

- provide a consequence for young people's offending behaviour
- reduce rates of re-offending among young people
- develop discipline and respect among young people
- engage/re-engage young people in education, training and/or employment
- strengthen and maintain young people's family relationships
- positively engage young people with their communities
- strengthen young people's sense of cultural identity and connection to their cultural communities
- improve the stability, health and well-being of young people
- increase young people's access to positive recreational and leisure activities
- improve young people's personal and social skills and life skills
- improve young people's families' ability to supervise and support young people.

4. Program and service delivery model

The SYBC program is comprised of three phases and multiple program components. The service provider will be responsible for delivering all program phases and components. Program components may be delivered directly by the service provider, by sub-contracted services identified by the service provider or via partnerships developed by the service provider to access existing community-based services. The involvement of the young person's family is an integral part of the SYBC program.

Program phases

The SYBC program phases are:


- residential
- community supervision
- mentoring.

The residential and community supervision phases will be implemented during the length of the youth justice order. The mentoring phase will continue after the completion of the youth justice order on a voluntary basis. Young people will be involved in structured activities throughout their youth justice order.

The residential phase involves locating young people referred to the SYBC program to a boot camp residential facility for the first month of their youth justice order. The residential facility will be the location for the introduction and implementation of the various SYBC program components.

The community supervision phase will continue to implement program components introduced in the residential phase with the young person back in the community. Supplementary weekend camps will occur during the community supervision phase within the second and third month of the young person's youth justice order.

The mentoring phase will support the continuance of mentoring relationships established during the residential phase of the program.



Youth Justice Services will be responsible for the case management and order supervision of young people sentenced to a youth justice order and referred to the SYBC. The service provider will be required to collaborate with Youth Justice Services to ensure the SYBC program is delivered in accordance to case management plans. Case management plans will be developed and reviewed in response to the identified needs of the young person and court ordered requirements by Youth Justice Services in consultation with the SYBC service provider and the young person's family. Case management plans will form the basis of structured activities outlined in weekly activity schedules. See Appendix A for an example of a Residential Weekly Activity Schedule and Appendix B for an example of a Community Supervision Weekly Activity Schedule.

Program components

The program components of the SYBC program are:

- intensive physical activity/experiential learning
- intensive family support
- offence focussed programs
- education, training and employment
- health services
- community reparation
- mentoring.

The purpose and service delivery of the boot camp residential facility and SYBC program components are outlined in more detail below.

Residential facility

Young people will be located at a boot camp residential facility during the one month residential phase of the SYBC program. Young people will receive 24 hour, 7 day per week supervision and be subject to a curfew. Young people will participate in daily room inspections and are expected to perform domestic duties such as meal preparation, laundry and cleaning.

The residential facility will accommodate five young people at a time. However, young people will be referred to the SYBC program at different times so intake of young people to the facility and commencement on the program will occur at different times.


The service provider will be required to demonstrate they have access to an appropriate residential facility to enable the SYBC to commence operation in January 2013.

The service provider will deliver the boot camp residential facility and supporting activities. Youth Justice Services will be responsible for transporting young people to the residence.

See Appendix C for further specification of the boot camp residential facility.

Intensive physical activity/experiential learning

The purpose of the intensive physical activity/experiential learning component is to instil discipline in the young person, enhance their physical health and enable the identification of the causes of the young person's offending. It will involve the implementation of challenging physical activities and experiential learning in outdoor settings. The types of activities supporting this component include fitness training, rope/obstacle courses, overnight hikes and rock climbing. This component will



form a key focus of the residential phase of the program and will also be delivered during the community supervision phase.

The service provider will be responsible for delivering this program component. See Appendix C for further specification of the intensive physical activity/experiential learning program component.

Intensive family support

The purpose of the intensive family support component is to strengthen the young person's family relationships and parent's capacity to supervise and support their child. The component involves the delivery of a multi-systemic family skilling program shown to be effective in the promotion of supervision, discipline, and respectful communication between young people and their families during the residential and community supervision phases of the program.

The service provider will be responsible for delivering this program component. See Appendix C for further specification of intensive family support program component.

Offence focussed programs

The purpose of this component is to identify and address behaviours linked to the young person's involvement in crime. This component will involve the delivery of two evidence-based cognitive behavioural programs, Aggression Replacement Training (ART) and Changing Habits and Reaching Targets (CHART). This component will be delivered during the residential and community supervision phases of the program depending on the assessed needs of the young person.

Offence focussed programs will be delivered in-kind by Youth Justice Services. The service provider will be required to work closely with Youth Justice Services to ensure the integration of these services in the SYBC program.

Education, training and employment

The purpose of this component is to increase the participation of the young person in education, training and/or employment. The component will involve activities to support work/education readiness, placement and support into flexible education, training and employment. This component will be delivered during the residential and community supervision phases of the program depending on the assessed needs of the young person.

Education, training and employment interventions will be delivered by existing government or non-government agencies. The service provider will be required to partner with these agencies to ensure the integration of these services in the SYBC program. The Department of Justice and Attorney-General will negotiate with the Department of Education, Training and Employment and other service providers to ensure education and training options are available.

Health services

The purpose of this component is to identify and address any health issues that may be contributing to offending behaviour. This may include attending to alcohol and drug use and mental health problems. The types of activities supporting this component include assessing substance use, assessing mental health and referral and supported access to relevant health agencies. This component will be delivered during the residential and community supervision phases of the program depending on the assessed needs of the young person.



The SYBC program will leverage off existing health agencies to deliver in-kind health services. The service provider will be required to partner with these agencies ensure that appropriate health assessments are undertaken and that health services are delivered to SYBC program participants.

Community reparation

The purpose of this component is for young people who have offended to undertake work that gives back to the community. Community reparation will provide young people with a direct consequence of their offending behaviour, facilitate their ability to establish work habits, develop positive attitudes by helping others and make social contacts potentially leading to future employment. The types of activities supporting this component may include maintaining public sites, sorting recycling items for charities and assisting in food preparation.

The SYBC service provider can implement their own reparation initiatives or leverage off existing community service projects managed by Youth Justice Services. The service provider will be required to work closely with Youth Justice Services to ensure the integration of this component in the SYBC program.

Mentoring

The purpose of mentoring is to provide guidance, encouragement and support to young people involved in the program through a structured and trusting relationship. The component involves connecting the young person to a mentor who can introduce the young person to new experiences and opportunities. Young people and mentors will be matched according to shared interests, culture/ethnicity, personality and temperament and geographical proximity. The needs and goals of the young person will also be taken into account.

Mentors will be volunteers from the community. The service provider will establish a volunteer network and coordinate mentors to deliver the mentoring component. See Appendix C for further specification of the mentoring program component.

5. Referral pathway

The government will introduce a new sentencing option by way of amendments to the *Youth Justice Act 1992* to support the trial of the SYBC. The aim of this sentencing option will be to divert young offenders from detention.

Further information on referral pathways will be provided after legislative amendments have been endorsed by Parliament.

6. Target group

The SYBC program will involve young offenders aged 13–17 years facing a detention order.

The delivery of the program will occur in the Cairns local government area.

Young people referred to the SYBC program will be those who have continued to offend at the same or increased intensity and severity and assessed as having a high risk of re-offending.

Some of the key issues that high risk young people present with include:

- poor parental monitoring and supervision and family conflict leading to homelessness
- association and identification with a peer group with anti-social attitudes
- a heavy dependency on illegal drugs and/or alcohol
- pro-criminal attitudes and beliefs
- medium to long-term disengagement from education, training and/or employment.

Aboriginal and Torres Strait Islander young people are significantly overrepresented in the criminal justice system within the geographic target area and will therefore make up a significant proportion of the target group. It is crucial that the SYBC program is delivered in a manner that meets the needs of these young people, their families and communities.

Although current offending patterns indicate that the majority of young people referred to the SYBC will be male, the specific developmental and safety requirements of young women referred to the SYBC will be met by the service provider.

The number of young people serviced will be 20 per year (40 young people across two years).

Young people not eligible for the program

There are some young people where the complexity or seriousness of their individual and family issues will contribute to risks associated with safety regarding their participation in the program.

Young people not eligible for the SYBC program include young people:

- not willing to participate in the program
- who have sexually offended
- with significant mental health issues
- exhibiting extreme violence
- demonstrating other extreme behaviour.

Alternative options for these young people will be considered during the pre-sentence stage.

7. Evaluation

A process and outcome evaluation will be undertaken to assess the outcomes of the trial. The funded service provider will be required to work with DJAG and the Department of the Premier and Cabinet (DPC) to support this work.

The funded service provider will contribute to the evaluation's research design and development of evaluation measurement tools. They will also implement evaluation measurement tools as required by the evaluation team.

8. Compliance with relevant legislation

The service provider will be bound by the relevant provisions of the *Youth Justice Act 1992* and *Child Protection Act 1999* where they apply. In addition, the service provider will be bound to the Information Privacy Principles contained in the *Information Privacy Act 2009*. Information can only be disclosed in accordance with the exceptions to confidentiality and privacy contained

in this legislation. Where the particular information falls within the definition of confidential information for the purposes of the *Youth Justice Act 1992* and *Child Protection Act 1999*, those confidentiality provisions must be complied with.

9. Important information regarding funding

The organisation/s successful in obtaining funding will be required to:

- enter into a Service Agreement tailored for the SYBC program
- comply with the requirements and conditions within the Service Agreement
- comply with the *Community Services Act 2007*, and the prescribed requirements contained in the *Community Services Regulation 2008*
- participate in performance monitoring and evaluation processes.

Copies of the Service Agreement which comprises three parts: Service Agreement (Part A) Standard Terms of Funding, Service Agreement (Part B) Specific Terms of Funding for Justice and Attorney-General Services, and Service Agreement (Part C) Specifications for Justice and Attorney-General Services are available from the following government web site at:

<http://www.communities.qld.gov.au/gateway/funding-and-grants/community-services-service-agreements/service-agreements-from-july-1-2010> or from the contact officers listed in Section 15: Lodging Submissions.

Key information to consider when planning budget

Funds will be provided across a two year period and provided on a quarterly basis after previous quarter performance and financial acquittal.

A one-off establishment component will be available for service establishment purposes.

Budgets should articulate annual costing showing a full year effect budget proposal for each year of the trial.

Budgets should identify the following:

- establishment costs that cannot be absorbed by the service provider (including purchase of desks, computers, laptops, staffing costs, etc.)
- staffing costs (including position award type and level, number of staff, explanation of staffing models/rotational rosters)
- organisational costs (including auspice costs, etc)
- administration costs (including public liability and other insurance, stationary, etc)
- property and energy costs (including electrical, utilities, property maintenance and insurance)
- motor vehicle costs (including leasing costs, registration, insurance, fuel, repair and service)
- travel and training costs
- young person-related costs (including brokerage).

Ineligible costs include:

- costs other than those listed above
- capital costs (including purchase of property, land, etc.).

10. Selection of submissions

Submissions will be assessed in accordance with eligibility and selection criteria, the service provider's ability to meet funded output targets, and in consideration of local needs and existing service provision.

Organisations may be asked to submit further details or provide clarification during the selection process and/or present their submission directly to the selection panel. Recommendations for funding under the *Community Services Act 2007* are forwarded to the Attorney-General and Minister for Justice for consideration.

Applicants are reminded to check regularly for updates about the SYBC Funding Initiative on DJAG's website at <http://www.justice.qld.gov.au/>.

11. Eligibility criteria

The *Community Services Act 2007* (the Act) governs the provision of Youth Justice grants funding. It establishes an Approved Service Provider (ASP) system designed to ensure that service providers are financially and organisationally viable and have the capacity, within resources, to successfully provide services consistent with the objects and guiding principles of the Act.

To apply for funds under the SYBC program applicants (and sub-contracted service providers) must:

- a) hold Approved Service Provider (ASP) status OR**
- b) have already applied for ASP status OR**
- c) submit a concurrent application.**

To submit a concurrent application you must submit your application for ASP status and your submission for assistance to the DJAG at the same time. When the applications are received, DJAG will endeavour to complete ASP assessments as a priority so that any concurrent funding submissions can be considered.


Where there is an urgent need, or it is not practicable for a service provider to become an ASP prior to assistance being approved, the service provider must take action to become an ASP as soon as reasonably practicable and within six months of receiving assistance. Assistance will cease six (6) months after it is first given if the service does not become an Approved Service Provider.

Further information on becoming an Approved Service Provider, including application forms, is available from the Department of Communities, Child Safety and Disability Services website at: <http://www.communities.qld.gov.au/gateway/funding-and-grants/approved-service-providers>.

State run entities such as schools and hospitals are not eligible to receive assistance under the Act. However, under the *Education Act 2006* Parents and Citizens Associations are able to apply for assistance.

All organisations making submissions must also:

- have no outstanding financial accountability, service delivery or performance issues for funding previously provided by DJAG or the Department of Communities, Child Safety and Disability Services.
- hold public liability and other relevant insurance (or provide plans to obtain insurance)
- provide evidence that the organisation has the capacity to deliver and sustain the service required.



Service providers making submissions may be contacted by DJAG to request a copy of their most recent Audited Financial Statement. If organisations are currently receiving assistance from DJAG or the Department of Communities, Child Safety and Disability Services, submitted financial and performance reports and consideration of outstanding reports may be taken into account when assessing submissions.

12. Selection criteria

The successful service provider will deliver the entire SYBC program (including the boot camp residential facility) in collaboration with Youth Justice Services. Submissions must address all selection criteria and provide evidence to support each claim by the service provider and/or subcontracted service provider. Applications may not be considered if submissions fail to address all criteria. Selection criteria will be assessed based on a 1–2 weighting scale, one holding the highest weighting.

Selection Criterion 1 (Weighting: 1)

Service provider and/or sub-contracted service provider/s ability to deliver the boot camp residential facility to young people with high needs

Supporting evidence should demonstrate how the provider and/or sub-contracted providers will:

- deliver the boot camp residential facility and associated activities with an understanding of the needs/issues faced by young people in the youth justice system
- deliver boot camp residential facility and associated activities with cultural competence (particularly in relation to Aboriginal and Torres Strait Islanders)
- deliver the boot camp residential facility and associated activities in a manner that encourages family participation
- cost and staff the implementation of the boot camp residential facility and associated activities
- identify and mitigate the risks associated with the delivery of the boot camp residential facility and associated activities to ensure a safe environment for young people, their family members and staff
- meet funded output targets (see section 13).

Selection Criterion 2 (Weighting: 2)

Service provider and/or sub-contracted service provider/s ability to deliver SYBC program components to young people with high needs and their families

Supporting evidence should demonstrate how the provider and/or sub-contracted providers will:

- deliver the physical activities/experiential learning (including weekend camps), mentoring and intensive family program components to vulnerable young
- deliver the physical activities/experiential learning (including weekend camps), mentoring and intensive family program with cultural competence
- deliver all SYBC program components in a manner that encourages family participation
- create cost efficiencies by partnering with existing services or negotiating the re-alignment of existing services
- cost and staff the implementation of the SYBC program components (excluding services provided in-kind by existing organisations)
- ensure the integration of all SYBC program phases and components
- identify and mitigate the risks associated with the delivery of the SYBC program (particularly physical activities/experiential learning) to ensure the safety of young people, their families and staff.



Selection Criterion 3 (Weighting: 2)

Service provider and/or sub-contracted service provider/s demonstrated ability to work with other services to coordinate, plan and address young persons' needs

Supporting evidence should demonstrate:

- examples of coordinated initiatives/projects undertaken with other service providers and indication of how the outcomes from those activities have benefited clients
- existing relationships with other agencies including Youth Justice Services, Child Safety, education, health services and non-government providers and indication of how those relationships have benefited clients
- experience in providing effective services to vulnerable young people in a statutory environment
- experience in providing successful services to Aboriginal and Torres Strait Islander young people, their families and communities
- understanding of, and experience in, developing and implementing evaluation measures
- evidence of consultation and partnership with other service providers regarding the proposed delivery of the SYBC program
- experience in the use of referral processes and mechanisms to ensure effective case management coordination and client confidentiality.

13. Output funding and reporting

Submissions must include evidence that the organisation can meet funded output target levels. Funded outputs have been developed with reference to Department of Communities Funded Outputs Catalogue (see: <http://www.communities.qld.gov.au/gateway/funding-and-grants/output-funding-and-reporting>). Table 2 shows activities to be undertaken to support funded outputs. Appendix E describes funded output counting rules. Separate costings will be required for each funded output.

Table 1: Funded outputs

Funded output	Output description	Output measure	Quantity to be delivered per annum	Number of participants
A05.4.01 Temporary supported accommodation	Providing support to people in designated temporary accommodation. This is immediate and short-term housing, not long-term housing (includes delivery of associated boot camp residential activities).	Places	1825 ¹ places (maximum accommodation nights)	20 per year (maximum of 5 at any one time)
AO1.2.02 Needs assessment and management of case/service plans	Activities of assessment of service needs, development and monitoring of service plans, ongoing case management and coordination of voluntary, individualised service packages, and professional support in access and using general community services (includes delivery of intensive physical activities/experiential learning, intensive family support and mentoring)	Hours ²	Support provided to 20 young people for residential phase (1 month), community supervision phase (between 2 and 5 months) and mentoring phase (between 6 and 9 months) Approximately 3728–4332 hours	20 per year
A01.3.99 Community living support activities not elsewhere classified	Providing temporary camp accommodation (includes delivery of overnight/supplementary camps and associated activities)	Places	130 ³ (maximum accommodation nights)	20 per year

¹ Calculated by multiplying 5 young people x 365 days

² See Department of Communities Funded Outputs Catalogue for further information on the calculation of hours.

³ Calculated by multiplying 26 (number of overnight/supplementary camps x 5 young people)



Table 2: Activities a service will undertake to deliver the funded output/s

Outputs	Activities
A05.4.01 Temporary supported accommodation	Temporary supported accommodation
AO1.2.02 Needs assessment and management of case/service plans	Needs assessment and management of case/service plans
	Social and personal development
	Family therapy and mediation
A01.3.99 Community living support activities not elsewhere classified	Providing temporary camp accommodation includes delivery of overnight/supplementary camps and associated activities

The service provider will also be required to collect and provide data to DJAG for the purposes of performance monitoring. Performance measures and counting rules will be negotiated with the successful service provider. The types of measures and counting rules that may be used to monitor service provider performance are outlined in Appendix E.

14. Timeframes

21 August 2012	Availability of funding announced
19 September 2012	Funding submissions close
4 October 2012	Applicants notified
January 2013	Service commencement



15. Lodging submissions

Closing date: All submissions must be lodged by **5pm, Wednesday 19 September 2012.**

Late submissions will not be accepted.

Address of submissions:

Mr Darren Hegarty
Director
Youth Justice Policy, Performance, Programs and Practice
Department of Justice and Attorney-General
PO Box 806
Brisbane Q 4001

Documentation: All submissions must be made by completing a Funding Submission Form and submitting it according to the instructions in the Funding Submission Form. The Funding Submission Form is available with other related documentation on the DJAG web site at <http://www.justice.qld.gov.au/>.

The contact officers for this Funding Information Paper are:

- Matthew Statham, Principal Program Officer, Youth Justice, Department of Justice and Attorney-General (Matthew.Statham@communities.qld.gov.au or 07 3008 5862).
- Leigh Krenske, Principal Criminologist, Youth Justice, Department of Justice and Attorney-General (Leigh.Krenske@communities.qld.gov.au or 07 3227 6243).

Contact officers do not provide advice on individual submissions.

Appendix A – Example of weekly activities schedule (residential phase)

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
07:00-08:00	Prep for the day (incl breakfast)	Prep for the day (incl breakfast)	Prep for the day (incl breakfast)	Prep for the day (incl breakfast)	Return from overnight walk (includes preparing breakfast, packing up camp and walking back to base)	Prep for the day (incl breakfast)	Prep for the day (incl breakfast)
08:00-08:15	Room inspection	Room inspection	Room inspection	Room inspection	(includes preparing breakfast, packing up camp and walking back to base)	Room inspection	Room inspection
08:15-08:30	Morning meeting	Morning meeting	Morning meeting	Morning meeting		Morning meeting	Morning meeting
8:30-09:30	(discuss schedule) Physical Activity (eg. running, calisthenics)	(discuss schedule) Cultural activity (eg. creation of paintings, songs)	(discuss schedule) Family Support Session/ Activity (eg. engage family in discussions) Education/ Training	(discuss schedule) Substance misuse/ mental health session (eg. assessment of intervention needs) Education/ Training		(discuss schedule) Cultural activity (eg. nature walk learning traditional names of plants)	(discuss schedule) Physical Activity (eg. running, calisthenics)
09:30-12:00	Education/ Training/ (eg. flexi-school or vocational education)	Education/ Training (eg. flexi-school or vocational education)	Education/ Training (eg. flexi-school or vocational education)	Education/ Training (eg. flexi-school or vocational education)		Sporting fixtures (eg. football, baseball)	Mentoring session (eg. talk to build relationship)
12:00-13:00	Making and having Lunch	Making and having Lunch	Making and having Lunch	Making and having Lunch	Making and having Lunch	Making and having Lunch	Family lunch
13:00-15:00	YJ Case worker session (eg. discuss case management plan)	Physical activity (eg. circuit training)	Physical activity (eg. rock climbing)	Overnight walk (includes dinner prep, setting up camp)	YJ Case worker session (eg. implementation of ART or CHART* programs)	Cultural activity (eg. creation of paintings, songs)	Family Support Session/ Activity (eg. BBQ, team building games)

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
15:00-17:00	Physical Activity (eg. rope/obstacles course, canoeing)				Physical activity (eg. rope/obstacles course, canoeing)	Physical activity (eg. rope/obstacles course, canoeing)	Un-structured visit with family
17:00-18:00	Dinner prep/Chores	Dinner prep/chores	Dinner prep/chores		Dinner prep/chores	Dinner prep/chores	Dinner prep/chores
18:00-19:00	Dinner	Dinner	Dinner		Dinner	Dinner	Dinner
19:00-21:00	Free time in residence (eg. rest, reading)	Free time in residence (eg. rest, reading)	Free time in residence (eg. rest, reading)		Free time in residence (eg. rest, reading)	Free time in residence (eg. rest, reading)	Free time in residence (eg. rest, reading)
21:00-07:00	Sleep (Curfew)	Sleep (Curfew)	Sleep (Curfew)	Sleep (Curfew)	Sleep (Curfew)	Sleep (Curfew)	Sleep (Curfew)

*Art is the Aggression Replacement Training program; CHART is the Changing Habits and Reaching Targets program. These programs will be delivered by Youth Justice Services staff at the residential facility.

Appendix B – Example of weekly activities schedule (community supervision phase)

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	Education/ Training/ (eg. flexi-school or vocational education)	Education/ Training/ (eg. flexi-school or vocational education)	Education/ Training/ (eg. flexi-school or vocational education)	Education/ Training/ (eg. flexi-school or vocational education)	Education/ Training/ (eg. flexi-school or vocational education)	Community Service (eg. graffiti removal, picking up rubbish)	Adventure-based activity (e.g. kayaking)
09:00-14:00							
	Sports/Physical exercise (eg. fixtures training, swimming)	Cultural activity (eg. talk with community elders)	Sports/Physical exercise (eg. fixtures training, swimming)	Arts/ music program	Sports/Physical exercise (eg. fixtures training, swimming)	Mentoring or sporting fixtures (eg. fishing, participating in soccer game)	
14:00-15:00							
	YJ Case worker session (eg. discuss program progress and review needs)	Free time (eg. rest, reading, homework)	Substance misuse session/ health intervention	Free time (eg. rest, reading, homework)	YJ Caseworker session (eg. develop case management plan)	Domestic duties (eg. cleaning, laundry and cooking)	Family Support Session (eg. working on family rules with therapist)
15:30-16:30							
	Community service (eg. graffiti removal, picking up rubbish)	Offence-focussed programs (eg. completing modules of the ART or CHART program)	Family Support Session (eg. developing conflict resolution skills with family therapist)	Offence-focussed programs (eg. completing modules of the ART or CHART* program)	Free time (eg. rest, reading, homework)	Free time (eg. rest, reading, homework)	Free time (eg. rest, reading, homework)
16:30-18:00							
	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner
18:00-19:00							
	Mentoring	Family Support	Free time	Sports/Physical	Cultural activity	Free time	Free time



Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
21:00	session/Free time (eg. talking, rest, reading, homework)	Session (eg. problem solving skills with family therapist)	(eg. rest, reading, homework)	exercise (eg. fixtures training, swimming)	(eg. traditional stories)	(eg. rest, reading, homework)	(eg. rest, reading, homework)
21:00- 07:00	Sleep (Curfew)	Sleep (Curfew)	Sleep (Curfew)	Sleep (Curfew)	Sleep (Curfew)	Sleep (Curfew)	Sleep (Curfew)

*Art is the Aggression Replacement Training program; CHART is the Changing Habits and Reaching Targets program. These programs will be delivered by Youth Justice Services.



Appendix C

Sentenced youth boot camp program specifications

1. Purpose

The implementation of the Sentenced Youth Boot Camp (SYBC) program will require the delivery of the youth boot camp residential facility and multiple program components.

This document outlines specifications the SYBC program components to be delivered directly by the service provider. These are:

- boot camp residential facility
- intensive physical activities/experiential learning
- intensive family support
- mentoring.

2. Evidence informing the development of the SYBC program

Research has found that young people involved in criminal activity tend to be characterised by a relatively high prevalence of the following factors⁴:

- poor parental supervision and discipline
- family conflict
- history of criminal behaviour among family members
- parental attitudes that condone anti-social and criminal behaviour
- low family income
- poor family housing
- low scholastic achievement
- aggressive behaviour (including bullying)
- lack of attendance at school
- child maltreatment
- hyperactivity and impulsivity
- low intelligence and cognitive impairment
- alienation and lack of social commitment
- attitudes condoning offending and drug misuse
- early involvement in crime and drug misuse
- friendships with peers involved in crime and drug misuse.

⁴ Youth Justice Board 2005, *Risk and protective factors*, Youth Justice Board for England and Wales



These risk factors are apparent across all cultural groups; however their prevalence among Aboriginal and Torres Strait Islander youth is higher than non-Aboriginal and Torres Strait Islander youth.

Programs that are effective in addressing these factors have been found to have a number of features in common, including:

- program intensity corresponding to the offender's risk of re-offending
- close links with the young person's home and community, and delivered as close in proximity to the young person's home and community as is possible
- a focus on established determinants of offending behaviour (that is, criminogenic needs)
- a family-focus (that is, caregivers are involved).

3. Objectives of selected SYBC program components

Residential facility

The key objectives of this component are to:

- provide a direct consequence for the young person's offending behaviour
- allow for increased supervision of the young person and the delivery of a structured day
- provide a stable and safe environment for the young person to engage in program activities
- provide a central location for program service provider to introduce and implement program activities
- develop the young person's independent living skills.

Intensive physical activities/experiential learning

The key objectives of this component are to:

- instil discipline and improve health and well-being of young person
- identify young person's individual and family issues
- develop the young person's personal skills (such as problem solving, decision making and communication)
- promote the self-efficacy and self-esteem of the young person.

Intensive family support

The key objectives of this component are to:

- develop a close working relationship with the family to enable detailed assessment of family dynamics and strengths-based, goal-oriented case planning to be undertaken
- teach the family and young person sustainable skills in positive communication and problem solving techniques
- enhance parent's supervision and discipline techniques
- support the young person to make positive changes to their behaviour.



Mentoring

The key objectives of this component are to:

- develop a trusting relationship between mentor and young person
- create opportunities to support the development of life-skills and recreational experiences of young person
- encourage engagement/re-engagement of young person with youth support services and education, training and/or employment
- provide guidance to assist young person to make pro-social choices/reduce problematic behaviours
- provide guidance to assist the young person connect with their family and community.

4. SYBC program outcomes

The outcomes of the SYBC program are:

- young people are provided with a consequence for their offending behaviour
- reduced rates of re-appearance and re-offending for young people
- young people have increased levels of discipline and respect
- young people are engaged/re-engaged in education, training and/or employment
- family relationships are strengthened and maintained
- young people are positively engaged with communities
- young people have a strengthened sense of cultural identity and connection to their cultural communities
- young people have improved stability, health and well-being
- young people have increased access to positive recreational and leisure activities
- young people develop improved personal, social and life skills
- families of young people have improved knowledge and skills to supervise and support young people.

5. Program activities

This section provides information on the types of activities to be delivered to support program objectives.

Residential facility

The boot camp residential facility will be the location for the introduction and implementation of the various program components via a structured day.

Young people referred to the SYBC will be located at the boot camp residential facility where they will reside 24 hours/7 days a week for the duration of the residential phase (one month). The boot camp residential facility will accommodate five young people at a time. Young people will be referred to the SYBC at different times depending on their date of sentencing.

A number of activities will be implemented during the residential phase of the program. These activities include:

- intake assessments
- induction of young people to residential facility



- enforcement of curfews
- daily room inspections
- plan and coordinate structured days
- connect and support young people with community service projects
- connect and support young people with intensive physical/experiential learning activities
- connect and support young people with mentoring
- connect and support young people with offence focussed programs
- connect and support young people with intensive family support activities
- connect and support young people with education or vocational training
- connect and support young people with health services
- guide young people's contribution to domestic duties (such as preparation of meals, cleaning and laundry)
- create a culture of dignity and respect to support the development of a stable and safe environment
- behaviour management
- maintain accurate records and complete evaluation tools to assist in the evaluation of the program.

Intensive physical activities/experiential learning

The intensive physical activities/experiential program component will involve challenging physical training to instil discipline and improve the health and well-being of young people. Adventure-based activities will be implemented in outdoor settings to enable young people to identify the causes of offending behaviour through experiential learning. Experiential learning activities will emphasise personal reflection and the development of strategies to address problems in the future. The safe levels of stress created by adventure-based activities will be used to positively produce functional change.

A number of activities will support the intensive physical activities/experiential learning program component. These activities include:

- engage young people in daily fitness training activities (such as calisthenics and sport)
- plan and implement adventure-based activities (such as ropes courses, rock climbing, physical games, overnight hikes and canoeing)
- plan and implement weekend camps
- plan and implement structured experiential learning activities
- create a culture of dignity and respect to support a stable and safe learning environment
- maintain accurate records and complete evaluation tools to assist in the evaluation of the SYBC program.

These activities will be a key focus of the residential phase of the SYBC program and occur on a daily basis. Intensive physical activities/experiential learning activities will also be delivered during the community supervision phase and includes the delivery of supplementary weekend camps.

Intensive family support

The intensive family support program component will provide a program that enhances family functioning. Evidence demonstrates that family skilling programs based on multi-systemic therapy (MST) principles are most effective. These programs are structured, time limited, goal oriented and result in significant reductions in offending behaviour, increases in youth compliance and improved



family relations⁵. Therefore, the intensive family support component will involve the implementation of a MST-based family skilling program shown to result in positive outcomes to be determined by the service provider⁶.

A number of activities will support the intensive family support program component. These activities include:

- development and implementation of strengths-based family events (such as Sunday afternoon BBQs) for the purpose developing rapport, observing family interactions and formulating initial assessments of the strengths and needs of the families
- pro-active engagement of family member participation in the intensive family support program and SYBC program more generally
- development and implementation of family assessments that identify behaviour sequences and family interaction patterns
- development and implementation of family support plans
- provision of information regarding program orientation, assessment outcomes and issues of confidentiality to program participants
- implementation of a therapeutic relationship with a focus on strengths and risk factors within the family and other systems, development of first-line solutions to behaviour sequences, identification of supports and referral to resources in the community
- provision of strategies that build on family strengths for parent-child relationships, discipline and routine, family cohesion, supervision and monitoring of young person and peer influence
- ongoing monitoring of family engagement and motivation
- development and implementation of coping plans, relapse prevention and case closure
- maintaining accurate records and the completion of evaluation tools to assist in the evaluation of the SYBC program.

These activities will be implemented in response to the assessed needs of young people and their families. Sessions will occur once a week during the residential phase and decrease in frequency as the young person moves through the SYBC program. Follow-up phone appointments will occur after the young person completes the SYBC program.

Mentoring

The mentoring program component will be supported by the implementation of a volunteer service delivery model. Mentors will be community members that have been appropriately screened and trained. Mentors will be coordinated and supervised by the service provider.

Fishing, going to the park/beach, eating at fast food outlets, attending sporting events, shopping, picnics and the production of artworks are all mentoring activities reported by Australian mentoring programs. Mentoring programs also often emphasise the importance of involving young people in cost-neutral activities to demonstrate that it is possible to engage in activities without financial costs.

⁵ Lipsey, Howell, Kelly, Chapman, Caver, 2010, *Improving the Effectiveness of Juvenile Justice Programs: A New Perspective on Evidence-Based Practice*, Centre for Juvenile Justice Reform, Washington DC ;Curtis, Crellin, Heiblum & Ronan, 2009, *Dissemination and Effectiveness of Multisystemic Treatment in New Zealand: A Benchmarking Study*, Journal of Family Psychology, vol 23, No. 2, 119-129.

⁶ The *Treatment for Children and Youth at Risk of Long-Term Antisocial Outcomes in Hard to Reach Families* project has been shown to improve family skilling using a MST approach.



A number of activities will support the mentoring program component. These activities include:

- regular mentor contact with young person
- occasional mentor contact with young person's family
- participation in recreational or leisure activities with young person (such as fishing, attending sporting events and picnics)
- participation in cultural activities with young person (such as creation of artworks, performances and festivals)
- encouragement and support young person's involvement in school, training or employment
- participate in activities that support life skills (such as cooking and shopping)
- talking with young person about issues of concern (such as drug use, peer influence, family conflict and involvement in criminal behaviour)
- communicating the merits of and supporting the young person's participation in criminogenic programs (such as drug and alcohol treatment)
- encouraging family members to attend events involving young person
- maintaining accurate records and completing evaluation tools to assist in the evaluation of the SYBC program.

Mentor activities will be structured, planned and expand young people's experiences and opportunities. They will also align with case management plans and reflect the interests and developmental needs of young people.

Research has demonstrated that mentoring programs achieve good outcomes if they involve regular contact. The ideal frequency is once per week for a total 12 hours a month. The best outcomes are achieved if mentoring relationships last longer than 12 months and negative outcomes are associated with mentoring relationships shorter than three months in length.

6. Staffing

This section identified the minimum staff required to support the delivery of the program components.

Residential facility

The boot camp residential facility will be staffed by a minimum of one person during the day and two people during the night on a rotational roster.

Intensive physical activities/experiential learning

Intensive physical activities will require a minimum of one staff member per five young people during the day and two staff members per five young people during the night (including supplementary boot camps and overnight hikes). Different persons may be responsible for delivery the intensive physical activities and experiential learning activities.

Intensive family support

The intensive family support program will involve one-on-one delivery to young persons and their family members.



Mentoring

The mentoring will involve developing a one-on-one relationship with the young person. However, mentors may mentor more than one young person.

7. Cultural competence

The diverse cultural background of program participants means that the delivery of services in a culturally competent manner is critical. In particular, the over-representation of Aboriginal and Torres Strait Islander peoples in the youth justice system means that a significant proportion of program participants will be Aboriginal and Torres Strait Islander.

Cultural competence can be manifested by the provision of cultural awareness training, involvement of family members, employment of culturally diverse staff and the involvement of local community members in the development and delivery of the program.

8. Informed consent

All program participants (including young people and family members) will be informed about the SYBC program, expected behaviours and complaint processes. Appropriate consent processes will also be implemented for all relevant activities including information sharing between key stakeholders. Consent is particularly relevant to the implementation of the intensive physical activities/experiential program component.

9. Family involvement

Family members will be encouraged to participate in all SYBC program components. This includes facilitating ways for family members to have contact with young people during their residential placement and the pro-active involvement of family members in intensive physical activities/experiential learning, intensive family support and mentoring components.

Family members will also be involved in relevant consent processes and contribute to the development of case management plans.

10. Facilities

The service provider will provide the necessary infrastructure to support the implementation of all program components being directly delivered by the service provider. This includes locating, leasing and maintaining the boot camp residential facility.

The boot camp residential facility will be a house able to accommodate five young people and staff in separate rooms. It will have adequate bathroom, kitchen and laundry facilities and a common room. A room to facilitate performing administrative duties and holding private meetings is also required.

The residence will ideally be in close proximity to the facility/area where the physical activities and experiential learning activities take place. Modifications to the property may be required to account

for safety issues in working with the high needs of the target group. The Department of Justice and Attorney-General can provide further guidance regarding these modifications.

11. Training and supervision

All staff and volunteer mentors involved in the implementation of the SYBC program will be appropriately trained and supervised.

Staff and volunteer mentors will be provided with information about the SYBC program before their engagement with program activities. This training will ensure that persons delivering the SYBC program are aware of their roles and responsibilities and provide them with the skills to enable them to safely implement program activities. Additional training may be required to build the necessary skills to support the effective delivery of particular program components (such as the intensive family support program).

Ongoing supervision of SYBC staff and mentors is an integral aspect of program delivery. Supervision will ensure the needs of young people are being met, provide advice to staff where required, facilitate self-care for staff, reduce the likelihood of staff attrition, assist with the professional development of staff and promote program integrity and allegiance.

12. Recruitment

SYBC staff will have demonstrated experience working with children and adolescents and their families, preferably in an out-of-home care environment, with qualifications relevant to their roles and responsibilities. Knowledge and understanding of trauma and abuse, child and adolescent mental health, disability, alcohol and other drug-related issues will be essential. Providers of intensive physical activities/experiential program will be required to have appropriate experience and accreditation with suitable currency of skills for intended activities.

The recruitment process (including that of volunteer mentors) will involve at least one personal interview, a criminal record check, a reference check and an application form⁷. The criminal history check will be used to determine if the applicant has been convicted of sexual offences, offences against children, violent offences or serious offences within the last five years. Applicants with such offences will not be eligible to be involved with the SYBC program.

All persons working directly with young people (including mentors) will have/successfully apply for a Blue Card and be aged 18 years or over.

13. Case management and program integration

The SYBC program involves a suite of interconnected program components requiring an integrated service delivery model.

Program integration will be facilitated by the creation of a case management plan for each young person participating in the SYBC program by Youth Justice Services. The service provider will work with Youth Justice Services to develop and implement the case management plan.

⁷ National Crime Prevention (2003) *Early intervention: Youth mentoring programs – An overview of mentoring programs for young people at risk of reoffending*, National Crime Prevention: Canberra.



Program integration will also be facilitated by the creation of a working party/reference group consisting of representatives from key stakeholder groups to establish and ensure the ongoing implementation of the SYBC program.

A comprehensive *Guidelines for Service Delivery* manual will be developed in consultation with the service provider and other program stakeholders. This document will outline roles and responsibilities, information sharing protocols, referral processes and conflict resolution processes.

14. Governance

Program staff and volunteer mentors will be the responsibility of, and accountable to, the service provider. The service provider will be accountable to the Department of Justice and Attorney-General.

The service provider will ensure that the SYBC program is embedded within an appropriate governance framework underpinned by a risk management system. This governance framework will support the delivery of the SYBC program as intended in a transparent and accountable manner. Risk management systems will identify program risks and outline risk mitigation strategies.

Governance protocols will include the development of relevant policies and procedures to guide the implementation of the SYBC. These policies and procedures will be developed in accordance with relevant regulations, legislation, standards, codes of conduct and best-practice literature.

15. Evaluation

A process and short-term impact evaluation will be undertaken to measure the success of the SYBC program and inform future expansion. A range of output and outcome measures will be decided by the evaluation team. The types of outcome measures that may be put in place by the evaluation team include:

- profile of program participants
- pre- and post- truancy rate
- pre- and post- employment rate
- pre- and post- recidivism rate
- young people's and young people's family members' perception of family functioning
- young people's and young people's family members' perception of young person's health and well-being (including measures of drug use and mental health)
- young people's and young people's family members' perception of young person's self-esteem
- young person's and young person's family members' perception of young person's personal and inter-personal skills
- young person's perceptions of feeling safe and supported during program
- young people's self-perceptions of consequential awareness.

The service provider will develop systems in consultation with the evaluation team to ensure information for the evaluation is collected and recorded accurately.

Appendix D – Funded output counting rules

Table 1: Funded outputs counting rules

Output	Counting definition	Examples
Temporary supported accommodation	Count each night a young person resides in the SYBC residential placement (including nights accommodated on camps and supplementary weekend camps)	<p>A young person sleeps overnight in the SYBC residential. Count one place.</p> <p>A young person sleeps in a camp site overnight which is delivered by the residential service provider or an organisation sub-contracted by them. Count one place.</p>
Needs assessment and management of case/service plans	Count each hour with client or family or tasks undertaken on behalf of client and family ⁸	<p>A young person is provided with one hour of case management support. Count as one hour of support provided.</p> <p>Whilst the young person is in the residential, a family support worker provides one hour of family engagement activity to a young person and his parents. Count as one hour of support provided.</p> <p>A family support worker provides one hour of support to a young person and his parents in the community supervision phase of the program. Count as one hour of support provided.</p>
	Count the number of individual clients supported	A young person is accepted into the SYBC program and is case managed for five months. Count as one.
Community living support activities not elsewhere classified	Count each night a young person is accommodated on camps	A young person sleeps in a camp site overnight which is delivered by the service provider. Count one place.

⁸ See Department of Communities Funded Output Catalogue for more information on measuring hours with clients and families.

Appendix E – Performance measures and counting rules

Table 1: Performance measures and counting rules

Activity	Performance measure	Counting rule	Examples
Social and personal development	Number of times young peoples access mentors during the period	Count number of times young people have participated in mentoring activities during the period.	Young person attends mentoring session during period.
Family mediation and therapy	Number of hours families access family support during the period	Count number of hours young person and their family participate in family support activities during the period.	Young person and their family attend intensive family support session as per activity schedule.
Recreation/leisure	Number of intensive physical activity hours delivered during the period	Count the number of physical activity hours provided to young people during the period.	The service provider provides intensive physical activities to young people.
Recreation/leisure	Number of experiential learning activities delivered during the period	Count the number of times young people participate in experiential learning activities during the period.	Young people participate in activity in wilderness with structured learning outcomes.
Recreation/leisure	Number of camps delivered during the period (including supplementary weekend camps)	Count of overnight camps held during period.	The service provider takes young people on an overnight camp.
Recreation/leisure	Number of young people accessing camps during the period (including supplementary weekend camps)	Count of young people who have participated in overnight camps during the period.	Young person attends and participates in an overnight camp.
Needs assessment and management of case/service plans	Number of young people with weekly activity schedules developed during period	Count of weekly activity schedules developed during period.	The service provider develops weekly activity schedule in accordance with case management plan and consultation with key stakeholders.

Activity	Performance measure	Counting rule	Examples
Needs assessment and management of case/service plans	Number of young people that transition from the residential during period	Count young people that have exited the residential after completing the residential phase.	Young person is assisted to exit from the residential back to their home.
Needs assessment and management of case/service plans	Number of young people identifying as Aboriginal and/or Torres Strait Islander	Count each young person who identifies as Aboriginal and/or Torres Strait islander.	<p>A young person identifies as being Aboriginal. Count as one.</p> <p>A young person identifies as being both Aboriginal and Torres Strait islander. Count as one.</p>
Needs assessment and management of case/service plans	Number of young people identifying as being from Culturally and Linguistically Diverse backgrounds	Count each young person who identifies as being from a culturally and linguistically diverse background.	A young person identifies as being from a culturally and linguistically diverse background. Count as one.



Sentenced Youth Boot Camp Program

Name of Organisation:

Name of Service:

Department of Justice and Attorney-General

Tick the box below to mark this Funding Submission Form as:

☐ Do not bind or use staples. Paper clips and bull dog clips accepted.

☐☐

Contents

1. Completing the Funding Submission Form
2. Organisation Details and Eligibility Criteria
3. Proposed Project / Service Details
4. Selection Criteria
5. Organisation Agreement
6. Lodging the Submission
7. Submission Checklist

1. Completing the Funding Submission Form

Before completing this form, ensure that you have obtained and read:

- Sentenced Youth Boot Camp Program Funding Information Paper.

Eligibility

Applicant organisations must be eligible to receive funding from the Department of Justice and Attorney-General. Refer to Section 2: Organisational Details and Eligibility Criteria.

Assessment

Submissions will be assessed according to Eligibility Criteria (see Section 2) and Selection Criteria (see Section 4) and in consideration of local needs and existing service provision.

Funding will be provided until 31 December 2014.

-
- **Completing the funding submission form**
- All sections of this funding submission form must be completed.
- Applicants may attach only those letters from collaborative partners that state how their agency collaborates with the work your agency is undertaking in this initiative.
- Applicants may quote or summarise other documents within your response to a selection criterion. Do not attach the whole document.
- If you complete this form electronically, click on the grey fields to enter your information. Use the tab key to move to the next field. The format, content and table templates of the funding submission form must not be altered in any way (except where additional space is required to answer the question). Attach additional pages if required.
- If not using the electronic version of this document, attach additional pages sufficient to provide adequate information. Individually address each selection criterion with clear headings. If completing your submission by hand, print and use a black pen.

Lodging the submission

- Lodge your submission in hard copy, ensuring that an original and two copies (including all supporting material) are provided. The submission marked original must be unbound. See Section 6: Lodging the Submission below for further details.

Enquiry contact details

See Section 6: Lodging the Submission for information about the departmental contact officer for this funding initiative.

Privacy Notice

The Department of Justice and Attorney-General is collecting information, including personal information, on this form for the purpose of assessing this submission. Your personal information will



only be accessed by authorised departmental officers for purposes directly related to assessing this submission.

Your personal information will be managed in accordance with the Information Privacy Principles outlined in the *Information Privacy Act 2009*.

The department generally provides local Members of Parliament with the contact details of organisations approved for funding.

Your personal information will not be disclosed to any other third party or used for any other purpose without your consent, unless required by law or for other authorised purposes described in the *Information Privacy Act 2009*.

■

2. Organisation Details and Eligibility Criteria

2.1 Organisational name, contact details and Approved Service Provider (ASP) status

Name of organisation	
Approved Service Provider status Is your organisation an Approved Service Provider (ASP) under the <i>Community Services Act 2007</i> ? For further information about ASP see: http://www.communities.qld.gov.au/gateway/funding-and-grants/approved-service-providers	<div>■</div> <div>■</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>If yes, enter ASP No:</div>
No ASP number?	With minor exceptions, your organisation is required to be an Approved Service Provider (ASP) or to concurrently apply for ASP in order to be eligible for Sentenced Youth Boot Camp Program defined term funding. Subject to departmental discretion, ASP applications associated with funding submissions will be processed as a priority so that any concurrent funding submissions can be considered. Concurrent funding submissions may be considered secondary to the submissions from existing ASPs. This is to accommodate timeframes and processes set within the <i>Community Services Act 2007</i> . See details of concurrent submissions in the funding information paper.
Have you submitted, or are you submitting an ASP application?	<input type="checkbox"/> Yes, submitted prior to this submission. <input type="checkbox"/> Yes, submitting a concurrent ASP application at the same time as this submission.
Organisation's postal address	
Organisation's email address	
Organisation's fax number	

2.2 Organisational legal status and contacts

<p>Is your organisation a corporation? By law, only incorporated bodies and Local Government Authorities may be funded.</p> <p>Attach a copy of your organisation's Certificate of Incorporation if your organisation does not yet have ASP status. State run entities such as schools and hospitals cannot be funded. However, state school Parents and Citizens Associations incorporated under the <i>Education Act 2006</i> can be funded. If your organisation is non-incorporated and you would like to apply for funding you may either</p> <ul style="list-style-type: none"> • seek incorporation, or • approach an incorporated community organisation to auspice your project. The incorporated organisation takes full responsibility for the legal and financial accountability of the proposed project. 	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes, attached <input type="checkbox"/> Already captured in OASIS</p> <p><i>OASIS is a departmental database</i></p>
<p>Australian Business Number (ABN)</p>	<p>State if you do not have an ABN.</p>
<p>GST registered?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Does your organisation hold a minimum of \$20M Public Liability Insurance for this event?</p> <p>You may wish to approach a large organisation to auspice the project/event or, obtain insurance for the specific event.</p> <p>If yes, provide the following details:</p> <p>Name of the insurance company</p> <p>Sum insured</p> <p>Expiry date of policy</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>\$</p>
<p>If no, your organisation will need insurance for any activities funded by the Department of Justice and Attorney-General. Provide details on how your organisation plans to obtain insurance. Include details on cost, name/s of provider/s from whom quotes have been obtained and amount to be insured:</p>	



2.3 Contact officers for this submission

Organisation's postal address

Organisation's telephone number

Contact officers for this submission

Title (e.g. Mr, Mrs, Ms)	Name	Position in Organisation	Telephone Business Hours

Organisation office bearers and accountable officers (Chairperson, President, Secretary, Treasurer of the incorporated body, or Chief Executive Officer for Local Government Authorities)

Title (e.g. Mr, Mrs, Ms)	Name	Position in Organisation	Telephone Business Hours

2.4 Organisation funding

Does your organisation currently receive funding (or has it in the last two years) from the Department of Communities, Child Safety and Disability Services or Department of Justice and Attorney-General?

☐ Yes

☐ No

Is your organisation currently applying for / receiving any grants or subsidies from Commonwealth, State, Local Government or other funding agencies for the service (similar or same purpose) for which you are seeking funds?

☐ Yes

☐ No

If yes, specify the funding source and the name/s of the funding program:

Funding Source

Funding Program

The department may contact you to request a copy of your most recent Audited Financial Statement. Where your organisation currently receives funding from the department, financial and performance reports may be taken into account when considering this funding submission. This includes both submitted reports and consideration of outstanding reports.

3a. Proposed Project / Service Details – Lead Agency	
3a.1 Service/project/event details	
Service/project/event name	
Address of the service outlet If service outlet address not established enter street address of organisation <i>(insert if applicable – do not enter if premises are a women's refuge)</i>	
Department of Justice and Attorney-General region that the service/project will be delivered in	North and Far North Queensland
Geographical area that the service/project will target Provide a brief list of key suburb/s, town/s etc.	
Postal address	
Telephone number	
Email address	
Fax number	
Address of premises from which the service will be coordinated <i>(if different from above)</i>	
Postal address (if different from above)	
Telephone number (if different from above)	
Email address (if different from above)	
Fax number (if different from above)	

3b. Proposed Project / Service Details – Subcontracted Agency*	
3b.1 Service/project/event details	
Service/project/event name	
Address of the service outlet If service outlet address not established enter street address of organisation <i>(insert if applicable – do not enter if premises are a women's refuge)</i>	
Department of Justice and Attorney-General region that the service/project will be delivered in	North and Far North Queensland



Geographical area that the service/project will target Provide a brief list of key suburb/s, town/s etc.	
Postal address	
Telephone number	
Email address	
Fax number	
Address of premises from which the service will be coordinated <i>(if different from above)</i>	
Postal address <i>(if different from above)</i>	
Telephone number <i>(if different from above)</i>	
Email address <i>(if different from above)</i>	
Fax number <i>(if different from above)</i>	

*Include additional information regarding subcontracted agencies if required.

4. Selection Criteria

Submissions **must** provide written responses to **all** the selection criteria and supporting evidence in the space provided under each selection criteria.

Note that there are three selection criterions and that the weighting assigned to each varies. Selection criteria are weighted from 1-2, 1 being the heaviest weighting. The higher the weighting the more important that selection criteria is in the assessment of submissions.

In completing the submission:

- Address each criterion fully. Do not rely on references to information contained in other selection criteria.
- Address each 'supporting evidence' dot point. These are used to assess your submission.
- Do not use attachments as part of your responses to selection criteria (letters from collaborative partners are accepted). Applicants may quote from other documents or summarise documents within selection criteria responses.

Selection Criterion 1

Weighting: 1

Service provider and/or sub-contracted service provider/s ability to deliver the boot camp residential facility to young people with high needs

Supporting evidence should demonstrate how the provider and/or sub-contracted providers will:

- deliver the boot camp residential facility and associated activities with an understanding of the needs/issues faced by young people in the youth justice system
- deliver boot camp residential facility and associated activities with cultural competence (particularly in relation to Aboriginal and Torres Strait Islanders)
- deliver the boot camp residential facility and associated activities in a manner that encourages family participation
- cost and staff the implementation of the boot camp residential facility and associated activities
- identify and mitigate the risks associated with the delivery of the boot camp residential facility and associated activities to ensure a safe environment for young people, their family members and staff
- meet funded output targets (including access to a residential facility to enable program commencement in January 2013).

Complete the following information in relation to your service delivery model

Funded Output	Quantity to be Delivered Annum	Number of Clients
A05.4.01 Temporary supported accommodation		
Operating hours		
Geographic catchment		
Referral sources/ client access points		
Service users/ Target group		

Address the Selection Criteria and supporting evidence here

Selection Criterion 2

Weighting: 2

Service provider and/or sub-contracted service provider/s ability to deliver SYBC program components to young people with high needs and their families

Supporting evidence should demonstrate how the provider and/or sub-contracted providers will:

- deliver the physical activities/experiential learning (including weekend camps), mentoring and intensive family program components to vulnerable young
- deliver the physical activities/experiential learning (including weekend camps), mentoring and intensive family program with cultural competence
- deliver all SYBC program components in a manner that encourages family participation
- create cost efficiencies by partnering with existing services or negotiating the re-alignment of existing services
- cost and staff the implementation of the SYBC program components (excluding services provided in-kind by existing organisations)
- ensure the integration of all SYBC program phases and components
- identify and mitigate the risks associated with the delivery of the SYBC program (particularly physical activities/experiential learning) to ensure the safety of young people, their families and staff.

Address the Selection Criteria and supporting evidence here



Selection criterion 3

Weighting: 2

Service provider and/or sub-contracted service provider/s demonstrated ability to work with other services to coordinate, plan and address young persons' needs

Supporting evidence should demonstrate:

- examples of coordinated initiatives/projects undertaken with other service providers and indication of how the outcomes from those activities have benefited clients
- existing relationships with other agencies including Youth Justice Services, Child Safety, education, health services and non-government providers and indication of how those relationships have benefited clients
- experience in providing effective services to vulnerable young people in a statutory environment
- experience in providing successful services to Aboriginal and Torres Strait Islander young people, their families and communities
- understanding of, and experience in, developing and implementing evaluation measures
- evidence of consultation and partnership with other service providers regarding the proposed delivery of the SYBC program
- experience in the use of referral processes and mechanisms to ensure effective case management coordination and client confidentiality.

Address the Selection Criteria and supporting evidence here

Letters from collaborative partners providing in-kind services (such as health and education agencies)

Attach letter/s from the collaborating partner organisation/s detailing their involvement in the model and contribution to the project/ service. Letters should include the name and details of a contact person in the collaborative partner organisation.

Be sure to include any collaborative partners you have with significant cultural groups that enhance your service delivery to these communities, for example the Aboriginal and Torres Strait Islander community, including traditional owners.

Provide a separate sheet with the contact details of your collaborative partners including: phones, mobiles and fax numbers.

Number of letters from collaborative partners attached:

COMMENCEMENT

Please outline an establishment schedule which supports your ability to commence service delivery by January 2013.

Please identify any risks as part of this establishment phase which impacts on your ability to commence by January 2013.

Activities / Tasks / Phases	Milestones / Date / Timeframe	Performance indicators / measures / targets
<i>This includes the tasks to establish and undertake the project.</i>	<i>Including commencement and completion dates of different activities.</i>	<i>Including how it will be known that activities have been achieved.</i>

Note: Where appropriate, include establishment milestones which will build the organisation's ability to work with Indigenous people and people from culturally and linguistically diverse backgrounds.

5 Organisation Agreement

Organisations which are successful in obtaining funding will be required to

- enter into a Service Agreement
- comply with the *Community Services Act 2007* and prescribed requirements in the *Community Services Regulation 2008*
- participate in performance monitoring processes
- participate in evaluation and data collection processes
- submit performance, financial and output reports as required.

I declare that:

- I am authorised by the applicant organisation to forward this submission



- the details in the submission are accurate
- sufficient control mechanisms are in place to ensure that all monies can be managed and accounted for appropriately.

On behalf of the organisation: must be a person who has authority to sign on behalf of the corporation.

Signed:

Name:

Organisation position: *(authorised officer)*

Date:

OR

On behalf of the company: must be a person who has authority to sign on behalf of the corporation.

Signed:

Name:

Company position: *(director/secretary)*

Date:



6 Lodging the Submission

Closing date: **All submissions must be lodged by 5:00pm on Wednesday, 19 September 2012.**

Late submissions will not be accepted. If you live in a remote area which does not have a daily mail service or if there is some strong mitigating circumstance and you believe that your submission may not arrive by the closing date, telephone the contact officer whose details appear below, prior to the closing date, to arrange an alternative means of lodgement. The original must still also be lodged.

Submission requirements: Copies of the following documents must be included in your submission. Check the box to indicate that the documents are attached:

- ☐ a completed, **original**, unbound Funding Submission Form signed by an appropriate office holder
- ☐ letters of support from collaborative partner organisations (where relevant)
- ☐ any additional relevant information to support the submission
- ☐ two additional copies of the full submission and its attachments.

Enquiry contact details

The contact officers for this initiative are Matthew Statham, Principal Program Officer, Youth Justice, Department of Justice and Attorney-General (Matthew.Statham@communities.qld.gov.au or 07 3008 5862 and Leigh Krenske, Principal Criminologist, Youth Justice, Department of Justice and Attorney-General (Leigh.Krenske@communities.qld.gov.au or 07 3227 6293).

Lodging submissions:

Submissions can be lodged by post and addressed to:

Mr Darren Hegarty
Director, Youth Justice Policy, Performance, Programs and Practice
Department of Justice and Attorney-General
PO Box 806
Brisbane Q 4001

Guide to Cost Item Expenditure Categories

Attachment 1

Key information to consider when planning your budget in Selection Criterion 1

Funds will be provided across a two year period and provided on a quarterly basis after previous quarter performance and financial acquittal.

A one-off establishment component will be available for service establishment purposes.

Budgets should articulate annual costing showing a full year effect budget proposal.

Budgets should identify the following:

- establishment costs including purchase of desks, computers, laptops, staffing costs, etc.
- staffing costs including Award type and levels, number of staff, explanation of type of staffing model e.g. rotational roster
- organisational costs including auspice costs, etc
- administration costs including insurances (public liability, professional indemnity), stationary, etc
- property and energy costs including electrical, utilities, property maintenance, insurance
- motor vehicle costs including leasing costs – registration, insurance, fuel, repair, service
- travel and training costs
- client related costs including brokerage.

Ineligible costs include:

- Costs other than those listed above
- Capital costs including purchase of property, land, etc.

Budget item description (See tables below for information on budget items)	Annual Funding full year effect whole dollars only
A. Sub total salaries (Total A from 'Salary Table' below)	\$ <input type="text"/>
Other cost items (See 'Guide to Other Costs Table' below).	
Administrative costs \$	<input type="text"/>
Property and Energy costs \$	
Motor Vehicle costs (must be essential to service delivery) \$	
Travel and Training costs \$	
Client Related costs \$	
B. Sub total of other costs	\$ <input type="text"/>
One off (Establishment) costs (See 'Guide to One off Costs Table' below).	
Assets (provide details in Asset table below)	

(Total B from 'Asset Table' below) \$	
Set-up expenses) \$	
C. Sub total one-off costs:	\$ <input type="text"/>
Total funding requested: (A + B +C)	\$ <input type="text"/>
Explanation of budget items (where necessary)	

Tables and Guides to assist in completing your budget

<i>Salary Table</i>						
Position title, Award and level	Full-time equivalent e.g. 0.5 of a full time position	Salary	On-costs	Super	Penalties	Total Salary FYE
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
Total:			\$	\$	\$	TOTAL A

Directions for above table:

Position Title: description of position, Award through which wages paid and level

Salary: annual base salary

On-costs: includes sick leave, workers compensation, recreation leave loading, recreation leave - staff cover, casual loading

Super: 9% of Total Base Salary

Total Salary FYE: Total Base + On costs + Super + Penalties

Guide to salary related costs

3		B.	
4	Salary related expense items	C.	Salaries and wages
		D.	All salaries and wages (including penalty payments) paid to all staff

		employed on a permanent or casual basis (including temporary/replacement staff), included, but not limited to salaries, wages, annual leave, long service leave, sick leave, salary sacrifice, superannuation, workers' compensation and fringe benefits tax.
	E.	Contract workers
	F.	Consultancy fees paid in respect of contractors engaged in direct service delivery only.
5	G.	
6	H.	All other expense items in the Standard Chart of Accounts.
	I.	
	J.	https://wiki.gut.edu.au/display/CPNS/National

K.

<i>Guide to other costs</i>		
7	Organisational costs	L. Auspice fees
8	Administrative costs	M. Accounting fees, advertising and promotion, audit fees, bank charges and fees, consultancy fees, fees and permits, licenses, loans, subscriptions and memberships, insurance premiums – general, insurance premiums – public liability, insurance premiums – professional indemnity, insurance premiums – volunteers, postage, freight and courier, telephone, fax and internet charges, printing and stationery, publication and information resources, sundry expenses.
9	Property and energy costs	N. Cleaning, equipment hire/lease, property management fees, rates and taxes, rates rental properties, rent – rental properties, repairs and maintenance equipment, repair and maintenance rental property, cleaning, property rent/lease, council rates, utilities (electricity and gas), security expenses, staff amenities.
10	Motor vehicle costs	O. Fuel and oil, repairs and maintenance, motor vehicle insurance premium, registration, motor vehicle lease payments. Do not include vehicle purchase costs.
11	Travel and training costs	P. Employment support and supervision, training and development staff, travel and accommodation, volunteer costs.
12	Client related costs	Q. Client support costs, client support consumables including emergency relief payments, food for service delivery, general client related expenses, program/activity expenses.

R.

<i>Guide to one off (establishment) costs</i>		
S.	Set-up expenses	T. Assets purchased <\$5000, including office furniture, equipment and computers/software.
		U.
		V. Salary and wages without recurrent implications arising from establishing the service/project.

Asset Table

Asset description	Funding sought	Estimated price	purchase	Estimated date	purchase
	\$	\$			
	\$	\$			
	\$	\$			
Total:	\$	\$			



	Total B		
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APPENDIX B: ATTORNEY-GENERAL MEDIA RELEASE

Young offenders to get given the boot

The Gold Coast and Cairns areas will trial the State Government's boot camp initiative aimed at redirecting young offenders away from detention and reducing recidivism rates.

Attorney-General and Minister for Justice Jarrod Bleijie said Cabinet had today (20 August) approved the scope of the boot camp pilot program and was now inviting organisations to apply to deliver the program.

"The Government will pilot two models – an early intervention boot camp targeting young people at high risk of long-term involvement in the criminal justice system, and a more intensive boot camp for young people at direct risk of being sentenced to detention," Mr Bleijie said.

"We have allocated \$2 million for the two-year trial and our aim is to divert 80 young people from a path to detention and a life of crime and into a boot camp program."

Mr Bleijie said the boot camp program was one of a range of ways being considered by the State Government to address Queensland's youth crime.

"This State Government is committed to breaking the cycle of youth crime, reducing the number of repeat offenders and giving these young people a better chance of turning their lives around," Mr Bleijie said.

"Ultimately we want to change the culture of youth crime and reduce the number of recidivist offenders.

"The proposed boot camp reforms will offer them an opportunity for rehabilitation and aim to deter them from choosing a life of crime.

"They will give these young people an opportunity to learn values, respect and responsibility."

Government will introduce supporting legislative amendments to allow courts to impose boot camp orders (BCOs) as a sentencing option to divert young offenders from detention.

Boot camps programs will run for a minimum of three months. All participants will attend a boot camp which will provide discipline, structure and physical training. They will also undertake a community component which will include their family and focus on family skilling, community reparation, drug, alcohol, mental health and education issues. Throughout the program young people will be guided and supported by a mentor.

Closing date for applications is 5.00 pm on Wednesday, 19 September 2012.

Service providers interested in applying for funding to deliver the program can obtain more details at www.justice.qld.gov.au.

An information session for service providers who are considering applying for the tender will be held in Cairns and the Gold Coast. Further information including registration details for the sessions will be available at www.justice.qld.gov.au

APPENDIX C: ASSISTANT DIRECTOR-GENERAL EMAIL

As part of the Newman Government's election commitments, from January 2013 the Department of Justice and Attorney-General (DJAG) will be trialling boot camps for young people as part of their Government's *Safe Streets Crime Action Plan*.

The aim of the boot camps is to reduce youth offending within the community. Two youth boot camps have been developed in response to the different needs of target participants:

- Early Intervention Boot Camp Program (to be trialled at the Gold Coast)

This will be delivered to young people aged between 13 to 17 years without a criminal conviction who are assessed as being at risk of long-term involvement in the criminal justice system.

- Sentenced Youth Boot Camp Program (to be trialled at Cairns)

This will provide an alternative to young people aged between 13 to 17 years facing a detention sentence.

The Department of Justice and Attorney-General DJAG is now inviting organisations to submit applications to deliver the youth boot camp programs.

Program fact sheets, information papers and submission forms can be downloaded from <http://www.justice.qld.gov.au/>

Information sessions are scheduled in Cairns and the Gold Coast for organisations interested in making a submission.

Cairns Information Session

Date: 29 August 2012
Time: 11am – 1pm
Location: Cairns Youth Justice Service Centre
277 Mulgrave Road
Cairns Q4870

Gold Coast Information Session

Date: 30 August 2012
Time: 10am – 12pm
Location: Mermaid Beach Youth Justice Service
Shop 13, Pacific Square, 2540 Gold Coast Highway
Mermaid Beach Q4218

Interested parties are invited to register their interest in attending an information session with a member of the Youth Boot Camp Project Team:

Leigh.Krenske@communities.qld.gov.au or 07 3227 6293
Matthew.Statham@communities.qld.gov.au or 07 3008 5862

Thankyou for your interest in this important initiative.

Steve Armitage

Assistant Director General
Youth Justice Services
Department of Justice and Attorney-General

APPENDIX D: INFORMATION SESSION QUESTION AND ANSWER SUMMARY

Youth boot camp information sessions: Questions and answers

Information sessions were held in late August 2012 to brief organisations interested in making a tender submission to deliver the youth boot camps that will be trialled by the Queensland Government in early 2013.

Information sessions for the Sentenced Youth Boot Camp (SYBC) program were held in Cairns, while information sessions for the Early Intervention Youth Boot Camp (EIYBC) were held at the Gold Coast.

This fact sheet lists the questions asked by service providers at the information sessions and provides the responses to these questions.

Sentenced youth boot camp information session

Q: Is the one month residential program long enough for a participant to be away from their home community?

A: Evidence suggests that extended periods of time away from community support networks such as family and education can create unintended harms for young people. The one month residential phase provides an opportunity for young people to focus on their behaviour, introduces young people to the program in a structured manner and provides enough time for program staff to understand the needs of the young person. The length of the residential phase will be monitored to ensure that it is adequate.

Q: There is mention of a stakeholder reference group that will provide support. Do we have information on this?

A: A working party involving representatives from key stakeholder agencies will be established to assist the implementation of the program. This group will evolve into a reference group once the service provider has been determined. The service provider will have access to the reference group, rather than the working party.

Q: Available information suggests that younger people would benefit from the program. Why is the referral age to the program 13 to 17 years?

A: The SYBC program is a tertiary intervention that aims to target young people who are facing a detention sentence and are at high-risk of re-offending. Most of these young people are aged between 13 and 17 years. The age of the referral group will be reviewed by the SYBC working party and monitored to establish its appropriateness.

Q: What happens to young people who need drug treatment?

A: Young people will undergo a medical assessment before being referred to the program which will identify drug use issues. Service providers will need to demonstrate their understanding of the needs of young people potentially referred to the program in their tender submission. This will include outlining a response to young people presenting with drug-related issues including cigarette, alcohol and/or illicit drug use. Service providers will be able to leverage-off a range of non-government and government services that already provide drug treatment support in the community to respond to drug use issues.

Q: What happens to young people who are homeless after they are released from the residential phase?

A: The involvement of family members is a critical component of the SYBC. The assessment process undertaken as a part of the Pre-Sentence Report will endeavour to identify family members, extended family members or people who can support a young person after they have completed the program to be involved throughout. Identification of sustainable accommodation options for a young person will be required to enable a young person to participate in the community component of the program.

Q: How do you define 'family' or family involvement?

A: The term 'family' is used in a broad sense and may include extended family members, child guardians or kinship networks.

Service providers will need to identify how they will engage and support family involvement in their tender submission. As a minimum, family members will participate in the intensive family support component of the program. They will also be encouraged to visit young people during the residential phase and participate in experiential learning activities. Family members will also be involved in the development of case management and exit plans developed for participants.

Q: Young people are often ashamed of their abilities, so are not engaged in education. Who will be responsible for education issues?

A: Service providers will need to outline how they will develop the skills of young people to support their involvement in education, training and employment. Depending on the identified needs of program participants, program activities may need to focus on education or work readiness, rather than engagement in education, training or employment per se. Service providers will need to develop partnerships with existing community-based services to deliver these program activities. Young people's involvement in education, training or employment is an objective of the SYBC program. Where it is not possible for a young person to progress to these outcomes through the program, a sustainable pathway for reintegration must be established.

Q: When young people are back in the community will there be a curfew? Who will manage this and who will report on this?

A: Young people will participate in structured days and be subject to a curfew during the community supervision phase of the program. The management of curfews during the

community supervision phase will be consistent with the requirements of each young person's juvenile justice order and be the responsibility of Youth Justice Services.

Q: How often will evaluations take place?

A: The SYBC will be subject to a process and outcome evaluation. This will involve ongoing monitoring of program implementation and undertaking a number of data collection phases. For example, information about young people will be collected at the start and end of the program to measure any changes resulting from participation. The evaluation team will work closely with the service provider to develop evaluation measures and data collection methods.

Q: The tender documents indicate the use of a volunteer mentor service model to deliver mentoring; is there any money available to pay mentors with specific skills?

A: Service providers can suggest a different mentoring model, but need to justify the different approach in their tender submission and understand that service delivery costs will be a factor in deciding the successful service provider. This includes the issue of whether or not mentors will be paid for their participation in training. Costs to recruit, train and supervise are features expected to be included in the model where these services cannot be leveraged from other providers.

Q: How will funding be structured?

A: Funds will be provided across the two year trial period on a quarterly basis, after previous quarterly performance and financial acquittals. A one-off establishment component of funds will be available for service establishment purposes.

Q: When will the service delivery guidelines be developed?

A: Service delivery guidelines will be developed with the successful service provider. Work on this activity will commence immediately after the service provider has been advised of their success.

Q: Will young people be referred to the SYBC program in blocks?

A: Young people will enter the program as they are sentenced. This means that the program will need to be able to accept participants at different times.

Q: What happens when a young person is not suitable for placement in the program? For example, the youth boot camp facility currently has four, 17 year old males in residence and a 13 year old girl is referred to the program.

A: Sentencing courts will be provided with a Pre-Sentence Report that will provide information on the suitability of referrals to the SYBC program. Service providers will be consulted by Youth Justice Services in the development of Pre-Sentence Reports. Services providers are also requested to outline how they will meet the special requirements of young female participants in their tender submission. The trial only aims to involve 40 young people to the SYBC program over two years; this will limit the number of young people that can be referred to the program and influence the configuration of referrals.

Q: Will kids 'in-care' be eligible for the program?

A: Involvement of young people's family members is critical to the program. The suitability of young people in out-of-home supported care or fostered care for referral to the program will be assessed by Youth Justice Services. This information will be provided to the sentencing court by way of a Pre-Sentence Report.

Q: What happens if families do not want to be involved in the program?

A: Youth Justice Services will actively engage family members and encourage their participation in the program. Young people that do not have family members willing to participate in the program will not be eligible for referral to the program. The trial represents an opportunity to explore how family involvement can be integrated into program responses addressing the needs of young people and their involvement in criminal behaviour.

Q: How will this model address young people aged 16 to 17 years living independently?

A: Young people with suitable independent housing arrangements will be eligible for referral to the program.

Q: Will there be provisions for young people to have visitors during their placement at the youth boot camp residential facility?

A: Evidence indicates that ongoing contact with pro-social community networks (including family members) improves the outcomes of young people when sentenced to detention. Young people will have the opportunity to receive visitors during their time at the youth boot camp residential facility.

Q: Will there be provision to offer activities of appropriate interest/structure for 15 to 17 year olds outside of hours?

A: All young people referred to the program will be subject to the same curfew. The activities delivered during the structured day will be age appropriate.

Q: When 13 and 17 year olds are together there is potential for younger children to learn inappropriate behaviour from relatively older young people. How will this be addressed?

A: The profile of young people already at the youth boot camp facility will be considered when making referrals to the youth boot camp program and the involvement in structured activities will reduce the ability of program participants to engage in inappropriate behaviour. The service provider will also be required to outline in their tender submission how the safety of young people will be ensured while they participate in the program.

Q: Will the same level of funding be available for the SYBC program as the EIYBC program?

A: The SYBC provides a more intensive program than the EIYBC. The costs associated with delivering the models will reflect this difference.

Q: Is the SYBC program similar to a Community Release Order (CRO)?

A: There are some similarities between the SYBC program and features of a CRO. For example, young people sentenced to the youth boot camp and a CRO will be required to participate in structured days and involve participation in programs that aim to address the causes of crime. The residential and mentoring phases of the SYBC program are key differences from a CRO. Youth Justice will publish more information on the differences between the SYBC and CROs in the future.

Q: Has the department commenced engagement with the Department of Education, Training and Employment?

A: The department will soon establish a Senior Officer Group involving senior representatives from relevant government agencies, including the Department of Education, Training and Employment. This group will be responsible for supporting the program's implementation from a senior executive level. A working party involving representatives from key stakeholder agencies will be responsible for supporting the implementation of the program at a local level.

Q: How will service providers deliver support to young people during the community supervision phase if they live outside of the Cairns area (for example, young people living in Atherton)?

A: Tender submissions should identify how the program requirements associated with the community supervision phase will be met for all young people referred to the program (including those living in Cairns, Atherton, Mareeba and Innisfail). This will involve partnering with existing community-based services provided by non-government and government agencies. The implementation working party will also provide assistance in ensuring that program requirements are met.

Early Intervention Youth Boot Camp information session

Q: Why does the trial only involve a small number of participants?

A: The youth boot camp trial provides an opportunity to develop a program model before it is introduced to other sites. The trial will be evaluated to determine if the proposed model is effective and starting small is a way to manage the learnings that are likely to evolve from the trial.

Q: If a service provider has the capacity to deliver an EIYBC program to more than 40 participants should the service provider outline this (and associated costs) in their tender submission?

A: The tender submission should only provide a budget for the delivery of the EIYBC program for 40 participants over two years. There may be an opportunity to expand participant numbers, but this option will only be explored with the service provider after the first two EIYBC programs have been implemented.

Q: A number of risk factors predicting future involvement in crime relate to a young person's family (for example, poor parental supervision, family conflict and family

members condoning anti-social behaviour). Will the whole family participate in the program?

A: In many cases, it will not be practical for the whole family to be involved in the entire camp phase of the program given their responsibilities (such as parenting, school and employment). However, the involvement of family members is a critical feature of the program model and service providers should outline how they will engage and involve family members in their tender submission. At a minimum, family members will be invited to participate in the last weekend of the ten day camp, in elements of the of five day camp and may also be referred to family support services in the community.

Q: Young people may use running away from the program as a coping strategy to being placed in stressful situations. How will the program stop this from happening?

A: Service providers will need to outline how they will positively engage and support young people while they are participating in the program. Appropriate engagement and support will reduce the likelihood of young people absconding from the program.

Q: If young people drop out of the program will they be replaced by other participants?

A: The number of young people completing the program will be used to calculate program completion rates. Young people will not be replaced if they leave the program before it is completed.

Q: Why was a volunteer (rather than paid) mentor service model selected?

A: A number of organisations have approached the Attorney-General and indicated that a network of volunteer mentors exists in the community to support young people involved in or at risk of involvement in the youth justice system. The youth boot camp trial provides an opportunity to test the capacity and effectiveness of a volunteer mentoring service model. All volunteer mentors will be screened, trained and supervised to ensure that they are engaging appropriately with young people. Service providers can suggest a different mentoring model, but need to justify the different approach in their tender submission and understand that service delivery costs will be a factor in deciding the successful service provider.

Q: The funded outputs do not seem to capture the resources required to deliver the program. Are they adequate?

A: Funded outputs clarify the primary product or service that the department is purchasing. The funded outputs outlined in the funding information paper are framed by the Department of Communities Funded Output Catalogue (See: <http://www.communities.qld.gov.au/gateway/funding-and-grants/outputfunding-and-reporting>). This document outlines the counting rules to determine funded outputs which do not include a range of activities which will be required to support the implementation of the program (such as staff meetings and training). The cost of these support activities will need to be included in the budget developed for the tender.

Q: Will the EIYBC program be providing financial support to parents?

A: The EIYBC program will leverage-off existing services in the communities. The service provider will be responsible for identifying the needs of young people and their family and then making appropriate referrals to existing services.

Q: Can tender submissions refer to co-contributions and in-kind support?

A: Service providers are asked to create and identify cost-efficiencies where possible. This includes realigning existing services to support the implementation of the EIYBC program.

Q: Is there a word limit for tender submissions?

A: There are no word limits for tender submissions.

Q: Can the name of the program be changed?

A: The implementation of youth boot camps is an election commitment made by the government. The name of the programs cannot be changed to enable community members to follow the government's implementation of election commitments.

Q: How punitive will the program need to be?

A: The EIYBC needs to be delivered in a safe manner. Young people will need to understand that there are consequences to their behaviours and physical activities will be challenging, rather than punitive. Physical activities will also provide a mechanism for experiential learning processes.

Q: Can service providers establish a consortium to deliver the program?

A: It is not anticipated that there will be many service providers who have the skills and experience to deliver all components of the EIYBC. The development of partnerships to implement the program is encouraged.

An organisation called Partnership Brokers may be able to facilitate the development of partnerships for service providers in the Gold Coast region. You can contact Karen Graham (07 5561 2705) or visit the Department of Education, Employment and Workplace Relations' website at (<http://www.deewr.gov.au/youth/youthattainmentandtransitions/Pages/Home.aspx>) for further information.

APPENDIX E: SYBC EVALUATION PLAN

Evaluation of sentenced youth boot camp tender submissions

This document outlines the principles and procedure to support selection of service providers for the delivery of the Sentenced Youth Boot Camp.

Evaluation Principles

The following principles will be adopted throughout the evaluation process:

- Written responses and any supporting material to the selection panel and information provided in the course of any presentation will be the only service provider material to be used in the evaluation.
- Presentations may be used to confirm or validate scores determined by reference to the service provider material.
- The evaluation will be objective, documented, defensible and auditable.
- The approved evaluation methodology will be followed by all members of the selection panel.
- The evaluation approach will be team-based to ensure a comprehensive evaluation is undertaken.
- The evaluation process will involve meetings as required to conduct the evaluation, discuss the findings and agree on final recommendations.
- The evaluation meetings will be conducted at a secure venue.
- The selection panel will base its final report on a majority view if a consensus is not possible. Any dissenting views will be documented and made available to the procurement delegate and the approving delegate.

Probity and accountability

Notwithstanding general probity and conduct standards, selection panel members and advisors will:

- Formally declare and record any conflict of interest or perceived conflict of interest prior to commencement of the offer evaluation by completing a Acknowledgement of Obligations from and updating the declaration as necessary during the evaluation process;
- Not have any contact with service providers, unless prior approval is given the selection panel chair in consultation with the procurement delegate;
- Immediately refer any contact received from a service provider to the procurement delegate;

- Formally report to the selection panel Chair any contact with any service provider that is outside their team member roles and responsibilities. This includes any approaches made by any service provider to them privately.
- Not discuss the service providers or the evaluation process outside the confines of the secure evaluation area.
- Any written records developed during the evaluation including the scoring sheets will be initialled and dated and kept in a secure locked area complete with offers.
- Ensure that the original tender submissions, all working papers and any other material comments and documents are retained in support of the final recommendation in accordance with standard procurement practice.

Confidentiality

The selection panel and advisors shall ensure that:

- All information obtained throughout the offer process is treated in-confidence both during and after the evaluation process.
- All documentation provided by service providers will be secured when not in use.
- Information obtained through the evaluation processes will only be provided to other officers on a need-to-know basis.
- The original copy of each Offer is kept in a secure location throughout the entire evaluation process.
- Documents will only be copied by the procurement delegate as part of the evaluation process.

Opening of offers

Offers for this tender submission will be announced by Attorney-General and tender documents will be available on the Department of Justice and Attorney-General website.

Clarifications

Service providers may direct requests for clarification regarding tender to project staff identified in tender documents, the Director, Youth Justice Policy, Performance, Programs and Practice or the Assistant Director-General, Youth Justice.

Evaluation process

- The selection panel will receive tender submissions, tender submission summary, tender submission score summary work sheet and selection criteria guidelines. Supporting documents will be prepared by selection panel advisors.
- The selection panel members will independently score tender submissions before the selection panel meets. Panel members will use the tender selection score summary worksheet to record scores.
- The first selection panel meeting will focus on:
 - Developing consensus scores for each submission. These scores will be recorded in a final tender submission score summary worksheet.
 - Identifying and recording any further information required from service providers to inform the selection process.
 - Identify whether it is appropriate for selected service providers to present their tender submission orally. Identify and record any information that the panel requires to be expanded during oral presentation.
- A second selection panel meeting will focus on:
 - Oral presentations from service providers.
 - Determining preferred service provider to deliver program or negotiate program delivery.
- If a preferred service provider can not be determined by consensus, the majority preference will determine the successful service provider.
- The selection panel chair or delegate will prepare a tender submission evaluation report identifying preferred service provider.
- A memorandum will be prepared to advise the Attorney-General of the preferred service provider.

Timelines

The following table provides an outline of the timeframes associated with the evaluation process.

Table 1: Timelines

Event	Indicative dates
Tender announced	21 August 2012
SYBC information sessions	29 August 2012
Tender submission closing date	19 September 2012
Tender documents sent to panel for scoring	21 September 2012
Selection panel meeting	27 and 28 September 2012
Clarifications/oral presentations/negotiation	October 2012
Evaluation report finalised	October 2012
Memo to Attorney-General to advise of preferred service provider	October 2012
Decision notified	October 2012
Contract finalised and awarded	October 2012

APPENDIX F: DISCLOSURE CONFLICT OF INTEREST

DISCLOSURE CONFLICT OF INTEREST EVALUATION OF SENTENCE YOUTH BOOT CAMP TENDER SUBMISSIONS

ACKNOWLEDGMENT OF OBLIGATION

By this declaration dated the of 2012

I, within the position of
(name) (position)

Acknowledge and agree to the following:

1. CONFIDENTIALITY OBLIGATIONS

- 1.1 In the course of performing services for the Department of Justice and Attorney General (DJAG) relating to the evaluation of offers process, I will be exposed to information which is confidential.
- 1.2 Improper use or disclosure of that information could jeopardise or invalidate the evaluation process and may severely damage the Department's ability to perform its governmental/statutory functions.
- 1.3 I am aware of my obligations under the legislation which governs my employment (and associated code of conduct) to take all reasonable steps in ensuring the Department's confidential information is kept confidential and in performing those services faithfully and without any conflicting interest.
- 1.4 I am aware that under the Crime and Misconduct Act 2001, disclosure of confidential information is Official Misconduct and as such is punishable by imprisonment.

2. CONFLICT OF INTEREST

- 2.1 I warrant that before signing this declaration, I have disclosed on this document all the past, current and anticipated interests which may conflict with my impartial involvement in the evaluation process.
- 2.2 I agree that during the course of the evaluation process I shall not engage in the activity or obtain any interest likely to conflict with my impartiality in respect of this project. In the event that such an activity or interest arises, I shall immediately disclose it to the Department.

3. DECLARATION OF CONFLICT OF INTEREST

- 3.1 I declare that the following are all the past, current and anticipated interests which may conflict with my impartial involvement in the evaluation process. (if none write NONE).

.....
.....

Signed:

Witnessed:

Name:

Name:

Date:

Date:

APPENDIX G: SYBC SELECTION CRITERIA AND GUIDELINES

Sentenced youth boot camp selection criteria and guidelines

Selection Criterion 1 (Weighting: 1)

Score out of 20

1. Service provider and/or sub-contracted service provider/s ability to deliver the boot camp residential facility to young people with high needs	
Selection criteria	Selection guidelines
Deliver the boot camp residential facility and associated activities with an understanding of the needs/issues faced by young people in the youth justice system	<p><u>Residence</u></p> <ul style="list-style-type: none"> Evidences the quality management of infrastructure, human resources and program associated with a 24 hour 7 day per week residential facility for young people (YP) with high needs. Identifies critical issues in residential service delivery for YP in the youth justice system and how the provider will manage these. For example, behaviour management frameworks/processes, statutory implications including order conditions and non-compliance, boundary-setting and house rules, curfew management, suicidal behaviour, influence of drugs and alcohol and motivational issues. Articulates planning process in identifying suitable facility to deliver accommodation – council approval processes, feasibility studies, preliminary consultations. Identifies facility to support five YP – 5 bedrooms, worker accommodation, kitchen, bathroom/s, laundry facilities, suitable equipment, food, bedding and equipment.

1. Service provider and/or sub-contracted service provider/s ability to deliver the boot camp residential facility to young people with high needs	
Selection criteria	Selection guidelines
	<ul style="list-style-type: none"> Identifies a residential facility in close proximity to delivery of physical activities and program partners in the Cairns, Innisfail, Mareeba and Atherton region. Evidences previous experience with managing communication with neighbours and community in relation to local impact of program. Describes how YP will be supervised by a minimum of 1 staff member during the day and 2 staff members during the night (additional staff during the day will be required to implement particular program activities, for example, intensive family support). Identifies property modifications to suit target group. For example, removal of hanging points, use of knives in kitchen, property security arrangements. Articulates process for managing YP being referred to program at different times. Outlines how and when YP will be inducted into facility and assessed. <p><u>Needs and issues</u></p> <ul style="list-style-type: none"> Expands understanding of the needs and issues of YP beyond that provided in funding information paper. Needs and issues may relate to socio-demographic characteristics, grief and trauma, drug and alcohol use, learning difficulties, mental health issues and pro-offending attitudes. Links service delivery approach to the needs and issues of YP. For example, relatively high prevalence of sexual

9. Service provider and/or sub-contracted service provider/s ability to deliver the boot camp residential facility to young people with high needs	
Selection criteria	Selection guidelines
	offending among Aboriginal and Torres Strait Islanders require appropriate mechanisms to monitor behaviour.
Deliver boot camp residential facility and associated activities with cultural competence (particularly in relation to Aboriginal and Torres Strait Islanders)	<ul style="list-style-type: none"> • Evidence of consultation, engagement and relationships with cultural groups (particularly respected community members and Aboriginal and Torres Strait Elders). • Recognition of the importance of family (broadly defined) and engagement of family in decision making. • Ability to recruit, mentor and develop staff from diverse backgrounds, especially Aboriginal and Torres Strait Islanders. • Discussion of how trust will be developed with participants, staff and family members with different cultural backgrounds. • Awareness of, and strategies to, manage cultural issues that may impact residential dynamics. For example, family/kinship issues for Aboriginal and Torres Strait Islander participants. • Discussion of cultural awareness training. • Identifies ways in which cultural identity will be promoted at the residential facility.
Deliver the boot camp residential facility and associated activities in a manner that encourages	<ul style="list-style-type: none"> • Articulates requirements for service delivery when: <ul style="list-style-type: none"> • a YP's custody and guardianship remains with the parents

Service provider and/or sub-contracted service provider/s ability to deliver the boot camp residential facility to young people with high needs	
Selection criteria	Selection guidelines
family participation	<ul style="list-style-type: none"> • a YP's custody/guardianship is with Child Safety Services • a YP's parent/guardian can not be located. • Demonstration of how family members will be involved in case management decision-making. • Reference to how visits from family members will be encouraged and managed. • Provision of transport arrangements for family members who are not able to make their own way to facility.
Cost and staff the implementation of the boot camp residential facility and associated activities	<ul style="list-style-type: none"> • Articulates a full year budget with the following itemisations: <ul style="list-style-type: none"> • Establishment costs • Staffing costs (including position award type and level, number of staff, explanation of staffing models, rotational rosters • Organisational costs (including auspice costs) • Administration costs (including insurance, stationary, etc) • Property and energy costs (including rent, electrical, utilities, property maintenance and insurance) • Motor vehicle costs (including leasing costs, registration, insurance, fuel, repair and service) • Travel and training costs

1. Service provider and/or sub-contracted service provider/s ability to deliver the boot camp residential facility to young people with high needs

Selection criteria	Selection guidelines
	<ul style="list-style-type: none"> • Young person-related costs (including brokerage). <p>(Ineligible costs include those listed above and capital costs such as purchase of property, land etc.)</p> <ul style="list-style-type: none"> • Clearly links cost items to the delivery of the service model. • Provides evidence of the ability to successfully develop budgets and manage expenditure across a program cycle for a residential facility. • Provides example of rostered day taking into account all program phases and components. • Outlines recruitment process – must involve one personal interview, a criminal record check, a reference check and application form. • Outlines and sources training requirements.
Identify and mitigate the risks associated with the delivery of the boot camp residential facility and associated activities to ensure a safe environment for young	<ul style="list-style-type: none"> • Risks include: <ul style="list-style-type: none"> • inappropriate referrals to camp • behaviour of participants, mentors and staff compromising health and safety • behaviour of participants damaging residential facility or other participant's property.

21. Service provider and/or sub-contracted service provider/s ability to deliver the boot camp residential facility to young people with high needs	
Selection criteria	Selection guidelines
<p>people, their family members and staff</p>	<ul style="list-style-type: none"> • physical and psychological harm • YP absconding from residential facility • staff attrition • YP and family disengaging from program activities. • Outlines/attaches appropriate consent processes/forms (including legal indemnity). • Outlines suitable behavioural management plans, policies and procedures. • Refers to the potential role of the Commission for Children and Young People and Child Guardian and duty-of-care requirements under the Standards for Community Services. • Refers to the development of Service Delivery Guidelines, development of standard operating procedures/policy and procedures (including reference to safety and security procedures and how critical incidents will be managed and reported). • Refers to appropriate public liability, product liability and professional liability insurance. • Reference to staff and their requirement to hold Blue Cards and undergo criminal history checks (exclusion of staff convicted of sexual offences, offences against children, violent offences or other serious offences). • Reference to policies and procedure in relation to YP disclosing harm/abuse.

4. Service provider and/or sub-contracted service provider/s ability to deliver the boot camp residential facility to young people with high needs

Selection criteria		Selection guidelines
Meet funded output targets		<p>Targets are:</p> <ul style="list-style-type: none"> • Temporary supported accommodation – 1825 places; 20 participants per year. (Residential only – overnight beds) • Needs assessment and management of case/service plans – approximately 3728 – 4332 hours per year; 20 participants per year. (Delivery or sub-contracting of program phases and components – structured day) • Community living support activities not elsewhere classified – 130 places; 20 participants per year. (Weekend camps only).
		<ul style="list-style-type: none"> • Evidences past performance in meeting client levels or output targets of similar program. • Links funded output target levels to staffing configuration and budget whilst demonstrating an ability to deliver the service model efficiently. • Identifies process by which funded outputs will be recorded, collected, stored and monitored.

Selection Criterion 2 (Weighting: 2)

Score out of 15

2. Service provider and/or sub-contracted service provider/s ability to deliver SYBC program components to young people with high needs and their families

Selection criteria	Selection guidelines
<p>Deliver the physical activities/experiential learning (including weekend camps), mentoring and intensive family program components to vulnerable young people</p>	<p><u>Intensive physical activities/experiential learning/weekend camps</u></p> <ul style="list-style-type: none"> Identifies safe location for intensive physical activities and weekend camps which is in close proximity to residential facility. Camp activities should be supported by 1 staff member during day and 2 staff members during night. Holds appropriate experience/skills/accreditation to provide intensive physical activities For example, compliance with Queensland Adventure Activity Standards, First Aid accreditation (First Aid HLTF A301C), registered under National Outdoor Leader Registration Scheme. Knowledge of best-practice for intensive physical activities/experiential learning. For example, employment of suitably qualified and trained staff, ongoing monitoring and supervisory support; designing programs that address specific needs and objectives for participants, inclusion of therapy or therapeutic workers, use of activities and challenges that increase in difficulty and perception of risk to develop skills, sustaining and reinforcing learning and skills in different contexts, appropriate use of risk. Understanding of ethical issues relating to the use of activities which have the potential to cause injury, death or psychological trauma (such as risk-benefit analysis, informed consent, captive populations, misuse of power, involuntary treatment and use of peer group coercion to modify behaviour). Provides examples of experiential learning plans. Outlines the use of positive group process and provides examples. For example, challenging negative behaviour and

encouraging positive behaviour; promoting YP to think about, define and evaluate their own behaviour.

Intensive family support

- Delivery of intensive one-on-one support to YP and their families.
- Identification of an effective MST-based family skilling program shown to result in positive outcomes. That is, program that has been rigorously evaluated.
- Outlines level of engagement/how rapport will be developed with YP and their families. For example, weekly sessions at program commencement that reduce over the duration of the program/Sunday afternoon BBQs that involve the whole family.
- Outlines how family needs will be identified and case management plans (including exist plans) will be developed. For example, provision of assessment tool/other strategies such as observing family interactions.
- Outlines program activities. For example, activities may be informed by a strengths-based approach with sessions focusing on motivational change, addressing obstacles to change, identifying family issues, develop family functioning and cohesion and celebration of successes.
- Identifies how activities will address individual, family, peer, school and community factors that contribute to YP criminal behaviour.
- Identifies how activities will improve YPs and parent's communication, problem solving and goal setting skills.
- Outlines ideal qualities of staff/therapists delivering program – consistent, empathetic, flexible and motivated.

Mentoring

- Delivery of one-on-one support to YP using volunteer service model. *Note: service providers have been informed that*

	<p><i>they can suggest an alternative model to support mentoring. This model needs to be justified and service providers have been advised that the cost of service delivery will be a factor in deciding successful submission.</i></p> <ul style="list-style-type: none">• Outlines level of engagement/ways in which rapport will be developed with YP – best-practice indicates that mentoring should involve weekly contact; initial contact should happen during first ten day camp; mentors could participate in camp activities. Contact with family members should also take place.• Explains how mentor relationship will be sustained for 12 months; how mentors will be coordinated.• Outlines processes used to match YP with mentors.• Outlines ideal qualities of mentors – screened; trained; supported, supervised and recognised; consistent.• Outlines types of mentoring activities – enjoyable and structured around the YP's goals and developmental needs (not the expectations of mentor).• Explains how mentors will be screened, trained and supervised.• Explains how volunteer mentor model will operate (any alternative model will need to be justified).• Outlines the responsibilities of mentors and governance framework to manage mentoring.• Outlines type of training to be provided. Training may include information on the SYBC program, the mentoring program, commitment requirements, boundaries and limitations of mentoring relationships, crisis management and problem solving, health and safety, cultural sensitivity, communication skills and policies and guidelines. <p><u>Assessment and case management</u></p> <ul style="list-style-type: none">• Identifies/provides suitable assessment tool/process to a) assess appropriateness of referrals and b) assess the needs of YP.
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	<ul style="list-style-type: none"> • Identifies suitable integrated case management framework and information system. • Understands the importance of integrating YPs YJS case management plan with program activities/other case management plans (such as intensive family support case management plans and mentoring plans). <p><u>Referral to services</u></p> <ul style="list-style-type: none"> • Provides appropriate ways to assess the health, education, training and employment needs of YP • Understands link between YPs identified needs and referral to services. • Identifies appropriate services for referral. • Evidence that service provider has established partnerships with community-based services. <p><u>Management/administration/governance</u></p> <ul style="list-style-type: none"> • Outlines/refers to the development of governance framework outlining roles and responsibilities. • Outlines/refers to the development of policy and procedure documents such as recruitment of staff and mentors, screening of mentors, matching mentors with YP, collecting information for performance and evaluation measures, supervision of staff and mentors, training, case management and assessment and ending mentor relationships. <p><u>Other</u></p> <ul style="list-style-type: none"> • Outlines how behaviours of YP will be managed/inclusion of a behavioural management plan/strategy.
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	<ul style="list-style-type: none"> • Outlines how staff will model behaviour to develop skills to enhance interpersonal skills of participants. • Outlines staffing levels required to manage and administer program (including implementation of evaluation tools).
<p>Deliver the physical activities/experiential learning (including weekend camps), mentoring and intensive family program with cultural competence</p>	<ul style="list-style-type: none"> • Evidence of consultation, engagement and relationships with cultural groups. • Recognition of the importance of family (broadly defined) and engagement of family in decision making and program activities. • Ability to recruit, mentor, support staff from diverse backgrounds, especially Aboriginal and Torres Strait Islander. • Discussion of how trust will be developed with participants, staff and family members with different cultural backgrounds. • Awareness of, and strategies to, manage cultural issues that may impact camp dynamics. For example, family/kinship issues for Aboriginal and Torres Strait Islander participants. • Delivery of cultural awareness training. • Ways in which cultural identity will be promoted via program activities. • Provision of culturally competent program activities as examples.
<p>Deliver all SYBC program components in a manner that encourages family participation</p>	<ul style="list-style-type: none"> • Engagement of family members in intensive physical/experiential learning activities. • Reference to suitable activities that involve family members that will result in enhanced family functioning/awareness. For example, development of parenting skills, problem solving activities that involve the whole family. • Reference to community-based engagement with family members.

	<ul style="list-style-type: none"> • Demonstration of how family members will be involved in decision-making and development of case management plans. • Reference to how visits from family members will be encouraged and managed. • Encouragement of ways to support family involvement in mentoring. • Reference to strategies to maintain family engagement.
Create cost efficiencies by partnering with existing services or negotiating the re-alignment of existing services	<ul style="list-style-type: none"> • Identification of partner agencies. • Identification of ways to reduce the costs of administering/managing program. For example, leveraging off existing resources. • Identification of in-kind support provided by existing services. For example, development of partnership to provide mentoring. • Identification of partner agencies realigning existing services to provide in-kind or less costly support to program.
Cost and staff the implementation of the SYBC program components (excluding services provided in-kind by existing organisations)	<ul style="list-style-type: none"> • Articulates a full year budget with the following itemisations: <ul style="list-style-type: none"> • Establishment costs • Organisational costs (including auspice costs) • Administration costs (including insurance) • Property and energy costs (including electrical, utilities, property maintenance and insurance) • Motor vehicle costs (including leasing costs, registration, insurance, fuel, repair and service) • Travel and training costs • Young person-related costs (including brokerage).

	<ul style="list-style-type: none"> • Outlines staffing levels required to provide case management, assessment, program management, contributions to evaluation, delivery of mentoring, intensive physical activities and intensive family support, referral of YP to other services such as health and education, training and employment. • Provides example of rostered day. • Outlines appropriate skills/qualifications and remuneration for staff. For further information on award remuneration, qualifications and skills see tables in Appendix 1. • Outlines recruitment process – must involve one personal interview, a criminal record check, a reference check and application form. • Outlines and sources training requirements.
Ensure the integration of all SYBC program phases and components	<ul style="list-style-type: none"> • Outlines development of case management plans. • Refers to development of mentoring plans, with reference to how they will be integrated into/support case management plans. • Refers to ongoing contact with YP during community integration phase. • Plans to monitoring YPs contact with referred services. • Refers to development of exit plans. • Refers to ongoing contact with YJS and SYBC reference group.
Identify and mitigate the risks associated with the delivery of the SYBC program (particularly	<ul style="list-style-type: none"> • Outlines organisational risk management plans including standards of safety, workplace health and safety, first aid training particularly in relation to camps/experiential learning. • Outlines operational risks including behaviour of participants, mentors and staff compromising health and safety, YP's

Physical activities/experiential learning) to ensure the safety of young people, their families and staff	<p>and family members' emotional and physical safety of YP, participants disengaging from program.</p> <ul style="list-style-type: none">• Outlines/attaches appropriate consent processes/forms (including legal indemnity).• Outlines/refers to suitable behavioural management plans, policies and procedures.• Refers to/incorporates minimum safety requirements for the delivery of outdoor activities. That is, Queensland Adventure Activity Standards.• Outlines standard operating procedures (including reference to safety and security procedures and how critical incidents will be managed and reported).• Refers to appropriate public liability, product liability and professional liability insurance.• Reference to staff and their requirement to hold Blue Cards and undergo criminal history checks (exclusion of staff convicted of sexual offences, offences against children, violent offences or other serious offences).
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Selection Criterion 3 (Weighting: 2)

Score out of 15

3. Demonstrated ability to work with other services to coordinate, plan and address young persons' needs

Selection criteria	Selection guidelines
Examples of coordinated initiatives/projects undertaken with other service providers and indication of how the outcomes from those activities have benefited clients	<ul style="list-style-type: none"> • Relevant examples demonstrate experience in leading complex programs that integrate multiple program components and partner agencies. • Reference to evaluation findings of programs delivered by service provider. • Example of how problems/conflicts between partners have been resolved in the past.
Existing relationships with other agencies including Youth Justice Services, police, education, health, child safety and other service providers and indication of how those relationships have benefited clients	<ul style="list-style-type: none"> • Relevant experience in delivering whole-of-government programs. • Reference to evaluation findings of programs delivered by service provider.
Experience in providing effective services to young people	<ul style="list-style-type: none"> • Relevant experience in delivering programs meeting the needs of YP, particularly those at involved in the criminal justice system. • Reference to evaluation findings of programs delivered by service provider.
Experience in providing successful services to Aboriginal young people and Torres Strait Islander young people, their families and communities	<ul style="list-style-type: none"> • Relevant experience in delivering programs meeting the needs of Aboriginal and Torres Strait Islander people. • Reference to evaluation findings of programs delivered by service provider.
Understanding of, and experience in,	<ul style="list-style-type: none"> • Refers to different qualitative and quantitative research strategies that might be used by evaluation. For

3. Demonstrated ability to work with other services to coordinate, plan and address young persons' needs

Selection criteria	Selection guidelines
developing and implementing evaluation measures	<p>example, analysis of administrative data collected by government agencies, pre- and post- testing; in-depth interviews.</p> <ul style="list-style-type: none"> • Understands the role service provider may have in supporting the evaluation. For example, contributing to the development and fielding of survey instruments; creating data collection tools. • Relevant experience in supporting evaluations.
Evidence of consultation and partnership with other service providers regarding the proposed delivery of the SYBC program.	<ul style="list-style-type: none"> • Identifies, the creation of partnerships with, existing community-based services to support program delivery. • Consultation with cultural groups in the development of a culturally competent approach to service delivery. • Consultation with organisations to develop training requirements and delivery; understand required accreditations and standards. • The identification of service delivery partners to deliver the program.
Experience in the use of referral processes and mechanisms to ensure effective case management, coordination and client confidentiality.	<ul style="list-style-type: none"> • Describes referral processes and mechanisms used to support effective case management (including administrative systems. • Outlines process/provides forms to support agreed consent processes to facilitate information sharing.

Appendix 1

Table 1: Outdoor leaders award - State 2012

Classification	Relativity	Weekly rate
Level 4/5	<p>A Level 4/5 employee means an employee who:</p> <ul style="list-style-type: none"> (a) has completed a Certificate IV in Sport and Recreation with relevant specialisations or a Certificate IV in Outdoor Recreation or who demonstrates equivalent skills and knowledge; or (b) has completed either a Certificate III in Sport and Recreation with relevant specialisations or a Certificate III in Outdoor Recreation and who has completed service equivalent to three years in the industry at Level 3; or (c) has completed a Bachelor Degree with relevant specialisations; or (d) demonstrates equivalent skills and knowledge; and (e) has a current Senior First Aid Certificate; and (f) has skills to independently participate in several outdoor recreation activities and to guide or instruct those activities or to complement those skills with specialist skills from non-activity areas; and (g) provides general assistance to employees of a higher grade, and is primarily engaged in one or more of the following: <ul style="list-style-type: none"> • guiding outdoor recreation activities requiring complex technical operation and/or management, coordination or organisation of difficult or challenging client groups and/or requiring the use of advanced technical, planning and leadership skills • instructing outdoor activities at a level which requires substantial depth in some areas and which requires judgement in planning and selecting appropriate equipment, sequencing, services and techniques • participating in outdoor activities requiring advanced specialist skills where judgement is required in planning and selecting appropriate equipment, sequencing, services and techniques • coordinating responses to emergency situations • providing first aid to a casualty in a remote or isolated area and managing their care over an extended period of time until the provision of medical assistance or evacuation of the casualty • providing leadership to groups and applying specialist skills to enhance the conduct 	<p>\$705.20/\$748.30</p> <p>\$18.55/hr/ \$19.69/hr</p>

Classification	Relativity	Weekly rate
Level 6/7	<p>of outdoor programs, such as skills in adventure-based facilitation,</p> <p>A Level 6/7 employee means an employee appointed as such, who:</p> <p>(a) has completed an Advanced Diploma of Sport and Recreation with relevant specialisations and professional development; or has completed a Bachelor Degree with relevant specialisations and professional development; or demonstrates equivalent skills and knowledge; and (b) has a current Senior First Aid Certificate; (c) provides general assistance to employees of a higher grade, and is primarily engaged in one or more of the following:</p> <ul style="list-style-type: none"> • identification of strategic change requirements and opportunities, the development of change management strategies and their implementation and evaluation • development of an organisation development plan, preparing the organisation for an on-going approach to its development and the implementation and maintenance of its organisational development process • confirmation of strategic direction, the development of detailed objectives and strategies, and the creation of measures and criteria to evaluate progress towards those objectives 	<p>\$897.20/\$957.80</p> <p>\$23.61/hr/ \$25.20/hr</p>

Table 2: Social, community, home care and disability services industry award 2010

Classification	Relativity	Weekly rate
SACS 3/CA 1	<p>Pre-requisites; Prior experience or Diploma with relevant experience; or relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.</p> <p>Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.</p> <p>May be required to supervise lower classified staff or volunteers in their day - to - day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co - ordination of activities within a clearly defined area of the organisation including managing the day - to - day operations of a group of residential facility.</p> <p>May be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.</p>	<p>\$770.50/\$826.10</p> <p>\$20.27/hr/ \$21.73/hr</p>
SACS4/CA 2	<p>Pre-requisites; Associate diploma with relevant experience; or relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.</p> <p>Employees at this level may be required to supervise various functions within a work area or activities of a complex nature.</p> <p>Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline. Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.</p>	<p>\$848.20/\$912.70</p> <p>\$22.32/hr/ \$24.01/hr</p>

Classification	Relativity	Weekly rate
SACS 5/CA 3	<p>Pre-requisites; Relevant degree with relevant experience; or associate diploma with substantial experience; or qualifications in more than one discipline; or less formal qualifications with specialised skills sufficient to perform at this level; or attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.</p> <p>Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals including providing multi-disciplinary advice.</p> <p>General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.</p> <p>Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.</p>	<p>\$934.90/\$977.20</p> <p>\$24.60/hr/ \$25.71/hr</p>
SACS 6/CA 4	<p>Pre-requisites; Associate diploma with relevant experience; or relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required. 3/4 year Degree.</p> <p>Operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed. Expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation. Employees will undertake managerial or</p>	<p>\$999.40/ \$1043.80</p> <p>\$26.30/hr/ \$27.46/hr</p>

Classification	Relativity	Weekly rate
	specialised functions under a wide range of conditions to achieve results in line with organisation goals.	
SACS = Social and Community Services CA = Crisis Accommodation		

APPENDIX H: PROBITY PRINCIPLES AND GUIDELINES

PRINCIPLES OF PROBITY IN PROCUREMENT

Staff involved in writing specifications, dealing with and assessing offers, including attending Industry Briefings should consider probity and confidentiality issues which may present during the course of an Invitation to Offer process:

- Probity**
- Probity is the evidence of ethical behaviour in a particular process. The term probity means integrity, honesty and uprightness.
 - A procurement process that conforms to the expected standards of probity is one in which clear procedures that are consistent with Government policies and legislation are established, understood and followed from the outset
 - Achieving an ethical, transparent approach requires that the procurement rules be clear, open, well understood and applied equally to all parties to the process.

- Objectives** The broad objectives of probity in procurement are to:
- Provide accountability
 - Maintain public sector integrity
 - Ensure compliance with processes
 - Ensure that all offers will be evaluated against the same criteria
 - Preserve public and supplier confidence in Government processes
 - Minimise potential conflicts and the potential for litigation
 - Ensure the procurement activity provides the best outcome
 - Avoid the potential for misconduct, fraud and corruption

- Principles** The following four inter-linked principles of probity in procurement must apply:
- Confidentiality and security of information and materials
 - Effective management of conflicts of interest
 - Fairness and impartiality; and
 - Accountability and transparency of process

MANAGEMENT OF PROBITY MATTERS

Confidentiality and Security

- Confidentiality and Conflict of Interest Declarations signed by all staff involved in tender process
- Specification writers, evaluation team members briefed on probity issues
- All tender documents and Offers received held in a secure location
- Evaluation of Offers conducted in secure room/s
- No discussions by evaluation team outside secure evaluation room/s
- No offer document, score sheet or notes will be taken from the evaluation room/s
- No information on the evaluation of the Offers received shall be given out, unless through the official debrief process to successful and unsuccessful Offerors
- The requirement for confidentiality survives the evaluation process

Conflicts

- Confidentiality and Conflict of Interest Declarations signed by all staff involved in tender process
- Specification writers, evaluation team members briefed on probity issues
- Declarations re-visited once Register of Offers is known
- Declared conflicts subject to management review in consultation with Probity Advisor

Fairness, Impartiality, Accountability & Transparency

- Evaluation team briefed on probity issues
- A single point of contact for Offerors
- Offeror queries and responses referred to the Probity Advisor where necessary
- All potential Offerors provided with same information
- All Offers evaluated against same criteria
- Clarifications to be approved by Evaluation Team Chair in consultation with Probity Advisor
- Scoring sheets to be initialled and dated by the evaluation team member

- Low and high scores to be supported by a suitable comment
- Adjustments to scores shall only be made to an evaluator's score by him/herself and shall be initialled, dated and supported by a suitable comment
- Evaluation conducted strictly in accordance with the methodology described in the Evaluation & Probity Plan
- Decisions, actions, outcomes and recommendations must be documented in the Evaluation Report

APPENDIX I: SYBC SCORING MODEL

Raw Score	Description
0	Does not meet any part of the requirement or not enough information to evaluate
1	Meets the requirement in only a minor way
2	Meets most of the requirement but there are some gaps
3	Meets requirements
4	Exceeds requirements and offers some value adds
5	Greatly exceeds requirements and offers significant value adds

Score multiplied by 4 if total possible score equals 20; score multiplied by 3 if total possible score equals 15.

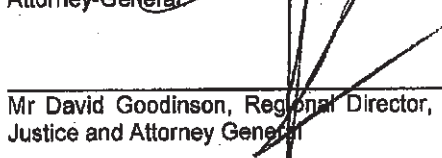
8.0 RECOMMENDATION

The Evaluation Team recommends that Safe Pathways be approved as the Successful Offeror and hence engage them as the Contractor for the Sentenced Youth Boot Camp. They have been evaluated as the offer that is best placed to deliver the Sentenced Youth Boot Camp Program and best overall value for money offer.

The total cost of the proposed engagement will be \$1,833,134(including GST).

Recommended:

 Date 25/10/12
Mr Steve Armitage (Chair), Assistant Director-General, Youth Justice, Department of Justice and Attorney-General

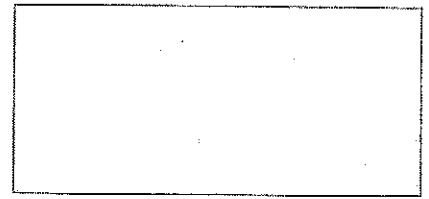
 Date 24.10.2012
Mr David Goodinson, Regional Director, Far North Queensland, Youth Justice, Department of Justice and Attorney General

 Date 24/10/2012
Mr Tom O'Donnell, Regional Behaviour Support Manager, Department of Education and Training

 Date 24.10.12.
Mr Norman Ferguson, Director, Far North Queensland Regional Office, Department of Aboriginal and Torres Strait Islander and Multicultural Affairs

9.0 LIST OF APPENDICES

APPENDIX A – SYBC funding information paper and submission form
APPENDIX B – Attorney-General media release
APPENDIX C – Assistant Director-General email
APPENDIX D – Information Session question and answer summary
APPENDIX E – SYBC Evaluation Plan
APPENDIX F – Disclosure Conflict of Interest Form
APPENDIX G – SYBC Service Provider Criteria and Guidelines
APPENDIX H – Probity Principles and Guidelines
APPENDIX I – SYBC Scoring Model
APPENDIX J – SYBC Evaluation Scoring and Comments



Form **204**

SHELCO SERVICES PTY LTD
ATTN: DONNA MAGUIRE
380 UPPER ROMA ST
BRISBANE QLD 4000

remove this top section if desired before framing

Certificate of Registration of a Company

Corporations Law Sub-section 121(1)

This is to certify that

INDUSTRY EDUCATION NETWORKING PTY. LTD.

Australian Company Number 061 370 769

is a registered company under Division 1 of Part 2.2 of the
Corporations Law of Queensland and because
of its registration it is an incorporated company.

The company is limited by shares.

The company is a proprietary company.

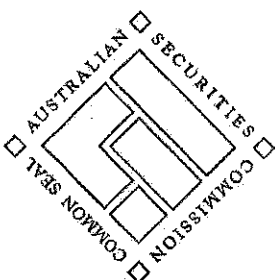
The day of commencement of registration is
the seventeenth day of August 1993.



AUSTRALIAN
SECURITIES
COMMISSION

CERTIFICATE OF REGISTRATION

Given under the seal of the
Australian Securities Commission
on this seventeenth day of August, 1993.



Alan Cameron
Chairman



54 GORDON STREET MACKAY 4740
PO BOX 477 MACKAY QLD 4740
TELEPHONE: (07) 4951 6200
FAX: (07) 4951 1490
E-MAIL: janec@ribpl.com.au
WEB: <http://www.ribpl.com.au>

AFS License Number: 244330
ABN: 16 774 173 856

4 April 2012

CONFIRMATION OF INSURANCE – PUBLIC LIABILITY ANNUAL POLICY

In our capacity as Insurance Brokers to the Named Insured shown below, we confirm having arranged the following insurance, the details of which are correct as at the Issue Date.

NAMED INSURED: Industry Education Networking Pty Ltd

BUSINESS: Job Network Service Provider; Provision of Labour Hire of Nurses, Carers, Health & Welfare

SITUATION: Anywhere in Australia

INTEREST INSURED: Legal Liability to third parties for injury and/or damage to Property caused by an occurrence in connection with the Insured's business.

LIMIT OF LIABILITY: \$ 20,000,000 Any one occurrence with respect to Public Liability
\$ 20,000,000 In the aggregate during the period of insurance with respect to Products Liability

INSURER: QBE Insurance (Australia) Limited

POLICY NO: 05A004572PLB

EXPIRY DATE: 01/04/2013

INTERESTED PARTY PRINCIPAL: Nil
Department of Education Employment and Workplace Relations

POLICY EXTENSIONS: Cross Liability
Waiver of Subrogation to Principal (where Principal noted)

Garvella

Signed for and on behalf of
REGIONAL INSURANCE BROKERS

This certificate has been issued at the request of our client and does not represent an insurance policy, guarantee or warranty and cannot be relied upon as such. It is subject always to the terms, conditions and limitations of the Insurance Policy and is issued as a matter of record only. It does not alter or extend the coverage provided or assume continuity beyond the Expiry Date. It does not confer rights under the Insurance Policy to any party. Regional Insurance Brokers is under no obligation to inform any party if the insurance policy is cancelled, assigned or changed after the issue date.



Service Agreement (Part A) - Standard Terms of Funding

For Agreements entered into from 3 April 2012

Version DJAG 2.1

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Background

- A. The Department of Justice and Attorney-General administers various funding programs to Youth Justice Services.
- B. These terms are the standard terms upon which funding may be granted under any of the programs administered by the Department.
- C. These terms are incorporated into any Service Agreement You enter into with Us.
- D. The relationship between You and Us is one of mutual respect. The parties have a shared goal to ensure the delivery of quality and effective services, to work collaboratively and constructively, in a spirit of goodwill, while acknowledging the requirement for accountable, responsible and effective expenditure of public monies.

1. Agreement

1.1 Terms used in the Service Agreement

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

1.2 Parts of the Service Agreement

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

WHAT WE MUST DO


2. Our obligations

2.1 General

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

2.2 Our conduct

- (a) We agree to liaise and work collaboratively with You to:

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

WHAT YOU MUST DO


3. Services to be provided by You

3.1 General

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

3.2 Your conduct

- (a) You must conduct the activities which comprise the Services diligently, effectively and in a professional manner, including:
- (i) providing the Services without coercion and in a manner that promotes the privacy, dignity, self-esteem and independence of Service Users; and

- 
- (ii) providing Service Users with access to and assistance with the Services on the basis of need, but otherwise on a non-discriminatory basis unless a Service is provided to meet the needs of specific Service Users.
 - (b) You will use Your best endeavours to collaborate and coordinate with other community organisations and government agencies within the service system in which Your organisation is operating with a view to providing the most effective Services for the overall benefit of Service Users.

3.3 Your dispute resolution and complaints

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

4. Your general obligations

4.1 Liaison with the Departmental Officer

You must:

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

4.2 Monitoring of the delivery of the Services

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

4.3 Your employees

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



4.4 Notifications

4.4.1 Changes

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

4.4.2 Other funding received by You

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

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

4.4.3 Notifying alleged misconduct

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

4.4.4 Notifying major incidents

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

4.4.5 Notification of amendment

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

- (ii) affects Your capacity to comply with the Service Agreement.

4.5 Aboriginal and Torres Strait Islander service delivery

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

5. Your reporting obligations

5.1 Required reports

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

5.2 Your additional reporting requirements

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

5.3 Standard of reporting


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

ABOUT THE FUNDING

6. Payment of Funding

6.1 Mechanism for payment

- (a) We will make the Funding available to You by instalments in accordance with the Service Agreement (Part C) - Specifications.

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- (b) We may withhold any installment to You if You have not complied with any obligation under the Service Agreement, including Your obligation to submit reports as required under clauses 5.1 and 5.2.

6.2 Variation to the amount and timing of Funding instalments

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

6.3 Applying for an emergency advance of Funding

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


6.4 Future Funding

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

7. Expenditure of Funding

7.1 Your use of the Funding

- (a) You must use the Funding only:
 - (i) in accordance with the Funding Details and for the provision of the Services as specified in the Service Agreement;
 - (ii) in accordance with the requirements of the Governing Act under which the Funding is provided; and
 - (iii) within the time period stipulated in the Service Agreement for expenditure of the Funding.
- (b) You must not use the Funding, without Our prior written approval, to:
 - (i) provide security for any purpose;
 - (ii) make a loan or gift for any purpose;
 - (iii) pay sitting fees to directors, management committee members, members of Your organisation or any other person;
 - (iv) make payments that are inconsistent with the Services; or
 - (v) relieve cash flow problems in the delivery of Your other services or carry out activities funded from other sources.
- (c) If You use the Funding for a purpose not approved by Us, We may serve You with a notice for repayment of the Funding that has been spent, used or applied without Our approval. This amount will be a debt due and owing to Us.

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- (d) If You use the Funding to provide cash cheques or cash advances then You must keep a record of the date, amount, recipient and purpose of any cash cheque that You issue or cash advance that You make.
 - (e) You must hold all Funding paid to You by Us, under the Service Agreement, in an account at an Approved Financial Institution.
 - (f) Where You receive Funding to employ staff and are bound by a registered industrial instrument requiring the payment of termination or redundancy payments in appropriate circumstances, the Funding may only be used for termination or redundancy payments if:
 - (i) the cessation of Funding is due to circumstances stated in clause 15.2; or
 - (ii) You have obtained Our prior written approval.
 - (g) The Funding provided to You by Us may be used to obtain and maintain permits, registrations and licenses required to be taken out in connection with Your performance of the Services under the Service Agreement.

7.2 Earnings

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

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

as if the money earned was part of the Funding.

7.3 Unspent amounts

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

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

7.4 Remaining Funds held by You

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

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



8. Financial accountability

8.1 Your statements

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

9. Varying the Services or Funding

9.1 Variation to the Services or Funding

The parties acknowledge that:

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

9.2 Increase in Funding

- (a) We may, in Our absolute discretion, increase Funding to You from time to time without a variation to the Service Agreement.
- (b) We may make an Indexation increase of the Funding to You from time to time, without a variation to the Service Agreement.
- (c) For the purposes of this clause "Indexation" means a percentage increase of Funding as determined by Us.

10. GST

10.1 Amounts specified exclusive of GST

- (a) The amounts of Funding specified in the Service Agreement (Part C) – Specifications are exclusive of GST.
- (b) We must pay You the GST Amount at the same time as paying You the Funding.

- (c) You hereby certify that the information provided pursuant to the Service Agreement presents fairly the financial position and the associated financial returns of the Services.

10.2 Adjustment

If, for any reason, including:

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

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

10.3 Exchange of information

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

10.4 Recipient Created Tax Invoice


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

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

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

11. Your acknowledgment of the Funding

- (a) You must ensure that the Funding received from Us is acknowledged in Your annual report (if You produce an annual report) and promotional materials where the Services and any related projects are being promoted that have been funded wholly or in part by Us during the Term of the Service Agreement.
- (b) You must also comply with any additional requirements regarding acknowledgment of the Funding stated in the Service Agreement (Part B) - Specific Terms of Funding or the Service Agreement (Part C) - Specifications.
- (c) Any acknowledgment in promotional material about the Services must use an acknowledgment logo which must be obtained from Us.

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- (d) You must invite the Minister to attend and speak at significant public events, including but not limited to launches, openings, conferences and other ceremonies related to the Services.

ASSETS

12. Assets

12.1 Ownership of assets

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


12.2 Your obligations regarding assets

You must:

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

12.3 Register of assets

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

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- (vi) written down/book value.
 - (b) Assets to be included in the register exclude buildings (either significant extensions or whole buildings) or land.

12.4 Sale or disposal

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

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

SUSPENSION, REDUCTION AND TERMINATION OF FUNDING

13. Suspension

13.1 Suspension of Funding


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

14. Show cause process

14.1 Show cause process

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

- (a) Under the show cause process, We must give You a notice (a "Show Cause Notice") stating the following:
 - (i) the action (the "Proposed Action") We propose taking under clauses 13.1 or 15.1;
 - (ii) the grounds for the Proposed Action;

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

15. Termination


15.1 Breach of the Service Agreement

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

- (a) We are satisfied that any of the provisions of the Service Agreement are not being or have not been complied with by You;
- (b) an amendment to Your Constitution or operations means that You are no longer eligible for the Funding or You are no longer able to comply with the Service Agreement;
- (c) You are in breach of any relevant legislation, including the Governing Act;
- (d) You become insolvent;
- (e) You become subject to any form of external administration;
- (f) You enter into an arrangement with Your creditors or otherwise take advantage of any laws in force in connection with insolvent debtors; or
- (g) You are wound up, voluntarily or involuntarily.

15.2 Right to terminate

- (a) Where We:

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

even though You are not in default, We may exercise Our right, subject to the provisions of the Governing Act, to terminate the Service Agreement at any time by giving You a minimum of three months notice.

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

15.3 Consequences of termination

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

16. Reducing Funding

16.1 Reducing Funding

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

even though You are not in default, We may reduce the Funding at any time, subject to the Governing Act, by giving You reasonable written notice.

- (b) Where the Funding is reduced under this clause 16.1, then We must review the scope of the Services with You.
- (c) If We reduce the Funding under this clause 16.1, We are only liable to You for:
 - (i) instalments of the Funding that were due to You up to the date of reduction; and
 - (ii) reasonable costs You incur as a direct result of the reduction, subject to Our reasonable approval.
- (d) If We reduce the Funding under this clause 16.1, then You must:
 - (i) immediately stop carrying out Your obligations in relation to any Services, that may have been removed by the reduction;
 - (ii) immediately do everything You can to mitigate and lessen all losses, costs and expenses that You may suffer in relation to the reduction;
 - (iii) repay to Us any part of the Funding that We require to be repaid as a result of the reduction, which will be a debt due and owing to Us;
 - (iv) provide written evidence to satisfy Us of the amounts claimed as reasonable costs; and
 - (v) comply with any reasonable request made by Us in relation to the reduction of the Funding.
- (e) We are not liable to pay You compensation for any loss of profit or benefits that You would have received had the reduction not occurred.
- (f) This clause does not limit any other rights or remedies that may be available to Us.

PERFORMANCE REVIEW AND AUDIT ACCESS

17. Performance Review and audit access

17.1 Access to Your premises and records

- (a) To ensure You are meeting Your obligations under the Service Agreement, We may notify You that a Departmental Officer requires access to:
 - (i) the premises where the Services are provided and/or the premises from which You conduct Your business; and
 - (ii) copies of records held or created by You relating to the provision of the Services by You.
- (b) The notice referred to in clause 17.1(a) need not be in any particular form. In giving You notification under this clause, We will explain to You why access is required. You must comply with any notice given to You under this clause.
- (c) When accessing premises and/or records in accordance with a notification under clause 17.1(a), We will use Our best endeavours to minimise interference to Your employees and the conduct of the Services.

17.2 Performance Review

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

17.3 Nomination of auditors

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

17.4 Access to Your employees, premises and records

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

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

17.5 Prior notice

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

17.6 Assistance

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

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



17.7 Minimum interference

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

17.8 Other information to be provided

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

17.9 Subcontracts

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

17.10 Services provided under Your auspices

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

17.11 Application of this clause

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

MATERIAL AND INFORMATION

18. Intellectual Property Rights

18.1 Ownership of Intellectual Property Rights

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

18.2 Licence of Intellectual Property Rights to the State

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

18.3 Documentation

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



18.4 Use of Intellectual Property Rights

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

18.5 Protection of Intellectual Property and Moral Rights

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

18.6 Aboriginal and Torres Strait Islander cultural sensitivity


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

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

19. Disclosure of Confidential Information

19.1 Approval to disclose

- (a) You must not disclose Confidential Information belonging to Us except where You have obtained Our prior written approval (which may be subject to conditions) or where required by law.
- (b) We reserve the right, in Our absolute discretion and without any liability to account to You or any third person, to make available, disclose, and allow the disclosure of, to the extent that it is not prohibited or regulated by any legislation, any information received from You or otherwise relating to the Service Agreement to:
 - (i) any Commonwealth department, Queensland Government department, agency, authority, or Minister; and
 - (ii) any third person, including any court, tribunal, governmental committee or other person within government, where such disclosure would be permitted or required by law, or otherwise would be consistent with established government policies, procedures or protocols or for public accountability purposes to the extent required in those circumstances.
- (c) We may give information about You to:

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- (i) an entity that provides other funding or other assistance to You; or
 - (ii) another entity if We consider the entity has an interest in the proper and efficient delivery of Services by You.

19.2 Your undertaking

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

19.3 Department's undertaking

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

20. Protection of Personal Information

20.1 Your privacy obligations

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

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

20.2 Privacy deed

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



20.3 Your Privacy Notice

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

20.4 You will notify Us

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

21. Recordkeeping

21.1 Your records and files

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

21.2 Our Material


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

DEALING WITH RISK

22. Insurance and Indemnity

22.1 You must obtain insurance

- (a) Unless stated otherwise in the Service Agreement, You must effect and maintain the following insurances for the term of the Service Agreement:
 - (i) public liability insurance policy for a sum of not less than \$10 million for any one event in respect of accidental death or of accidental bodily injury to persons, or accidental damage to property, arising out of or in the course of performing the Services under the Service Agreement; and
 - (ii) any other insurance required by Us.
- (b) The public liability insurance policy must be effected with an insurer authorised by the Commonwealth Superannuation and Insurance Commission to operate in Australia

- 
- (c) Upon Our request, You must provide Us with a copy of any insurance policy obtained in accordance with this clause 22.1 and a certificate of currency.

22.2 Indemnity

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

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

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

23. Conflict of Interest

23.1 Warranty

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

23.2 Resolution of Conflict of Interest

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

23.3 Policy

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

23.4 Record

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

23.5 Definition

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



OTHER LEGAL MATTERS

24. Subcontracting Services under the Service Agreement

24.1 Consent for subcontracting

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

24.2 Your obligations

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

24.3 The Department's rights

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

24.4 Procedure

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

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

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

24.5 Definition

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



25. Governing law

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

26. Compliance

26.1 Right to information

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

27. Waiver

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


28. Dispute resolution

28.1 Dispute resolution under the Service Agreement

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

28.2 Review of decision

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

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

28.3 Exceptions to review

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

29. Notices, requests and other communications

29.1 Address for notices

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

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

29.2 Method of delivery

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

29.3 Receipt of notice

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

30. General Provisions

30.1 Act not limited

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

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

30.2 Entire agreement

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

30.3 No assignment

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

30.4 Relationship


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

30.5 Time

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

30.6 Survival

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

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

30.7 Further Assurances

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

31. Intervening Event

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



32. Definitions and Interpretation

32.1 Definitions

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

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

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

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

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

- (a) when We receive it is marked as confidential in nature;
but does not include information which:
 - (b) is or becomes public knowledge other than by:
 - (i) breach of the Service Agreement; or
 - (ii) any other unlawful means;
 - (c) is in the possession of either of Us without restriction in relation to disclosure before the date of receipt from the other;
 - (d) has been independently developed or acquired by either of the parties;
 - (e) is disclosed by compulsion of law, including during testimony before any judicial or quasi-judicial court or tribunal, under court subpoena, parliamentary order or as part of discovery during legal proceedings; or
 - (f) is required by Queensland Government policy to be disclosed to any government agency, authority, department or to any parliamentary committee;

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

"Constitution" means:

- (a) a company's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution; or
- (b) in relation to any other kind of body:
 - (i) the body's charter or memorandum; or
 - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members;

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

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

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

"Department, Us, We or Our" means the State of Queensland acting through the Department of Justice and Attorney-General (includes the Chief Executive) or any other department or agency of the Queensland Government responsible for the administration of the Service Agreement;

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

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

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

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

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

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

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

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

"GST" means Goods and Services Tax imposed by or through the GST Legislation;

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

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

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

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

"Minister" means the Minister responsible for administering the enabling Act;

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

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



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

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

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

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

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

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

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

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

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

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

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

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


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

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

32.2 Interpretation

Unless the context otherwise requires:

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

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

Service Agreement (Part B) - Specific Terms of Funding for Justice and Attorney-General Services

The Department of Justice and Attorney-General Service Agreement package comprises three sections:

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

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



Service Agreement (Part B) - Specific Terms of Funding for Justice and Attorney-General Services

For Agreements entered into from 3 April 2012

Version 2

Community Services Act 2007

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Background

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

1. Funded Service Providers not approved

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

2. Standards for Community Services

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

3. Your personnel (staff)

3.1 Selection of employees

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

3.2 Working with children and young people

You must ensure:

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

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

4. Your reporting obligations

4.1 Performance reports

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

4.2 Performance monitoring

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

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

4.3 Standard of reporting

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

4.4 Your annual report

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

4.5 Your audited statements

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

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

5. Financial Management

5.1 How You are to manage the Funding

You must:

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

5.2 Motor vehicle

Where You have purchased a motor vehicle with the Funding:

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

6. Suspending or stopping Funding

6.1 Not required to follow other compliance processes

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

7. Termination of the Service Agreement

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

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

8.1 Exemption from electronic reporting

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

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

8.2 Services exempt from electronic performance reporting

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

8.3 Address for financial statements and reports

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

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

8.4 Address for performance reports

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

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

9. Definitions and Interpretation

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

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

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

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

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

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

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

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

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

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

“Standards for Community Services” means the minimum requirements for the way in which Services are to be provided by You, as published on Our website

<http://www.communities.qld.gov.au/communityservices/community-support/strengthening-non-government-organisations-ngos> as at the date of the Service Agreement and as amended by Us from time-to-time and notified to You by Us;



Service Agreement (Part C) – Specifications for Justice and Attorney-General Services

The Department of Justice and Attorney-General Service Agreement comprises three sections:

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

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

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





Service Agreement (Part C) – Specifications for Justice and Attorney-General Services

Community Services Act 2007

Director-General for the Department of Justice and Attorney-General

Name of Organisation / Funded Service Provider	Industry Education Networking Pty Ltd trading as Safe Pathways
ABN/ACN	25 061 370 769
Organisation number	
Approved Service Provider [if applicable]	COM 2794

Date of Commencement of Service Agreement: 1 December 2012

Date of Expiration of Service Agreement: 30 November 2014

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

Name of service	Service number
Cairns Sentenced Youth Boot Camp program	N/A

1 Formation of Service Agreement

1.1 Parts of the Service Agreement

The following documents form the Service Agreement:

- (i) The Service Agreement (Part A) - Standard Terms of Funding version DJAG 2.0, current as at 3 April 2012, available at www.communities.qld.gov.au;
- (ii) the Service Agreement (Part B) - Specific Terms of Funding Justice and Attorney-General (Part B) version DJAG 2.0, current as at 3 April 2012 that specify those terms and conditions specific to the Services and the *Community Services Act 2007*, available at (www.communities.qld.gov.au);
- (iii) this part referred to as the Service Agreement (Part C) - Specifications; and
- (iv) any other document agreed in writing by the parties varying or extending the Service Agreement.

1.2 Term of Service Agreement

Date of Commencement of Service Agreement: 1 December 2012
Date of Expiration of Service Agreement: 30 November 2014

2 General

2.1 Organisation / Funded Service Provider contact details

Contact Officer	Lynnette Walker
Position	Chief Executive Officer
Postal address	PO Box 6795 Cairns Qld 4870
Telephone number	(07) 4044 9600
Fax number	
E-mail address	l.walker@itechealth.com.au

2.2 Service outlet details

Service Outlet	Name	Cairns Sentenced Youth Boot Camp Program
	Operating Hours	24 Hours
	After Hours and Closure Arrangements	Not applicable
	Reference / Service Number	N/A
	Geographic Catchment Area	Cairns, Atherton, Mareeba and Innisfail
Address	Street	51 Sheridan St, Cairns
	Postal	PO Box 6795 Cairns Qld 4870
Contact Details	Name	To be advised post 31 January 2013
	Position	
	Telephone	
	Mobile	
	Email	
	Fax	

3 Services

3.1 Description of Services

The Services to be provided under the Service Agreement are outlined below.

The purpose of the Sentenced Youth Boot Camp (SYBC) program is to provide an intensive intervention to young people at direct risk of detention. The intervention will:

- instil discipline and respect in young people
- address the causes of crime
- provide a direct consequence for offending
- increase the supervision of young people.

Service Delivery Model

The trial of the SYBC program will be supported by the introduction of Boot Camp Orders via amendments to the *Youth Justice Act 1992* [the Act]. The amendments to the Act will occur through passing of the *Youth Justice (Boot Camp Orders) and Other Legislation Amendment Bill 2012*. This Bill is likely to be enacted on 31 January 2013 in line with the commencement of the SYBC program.

The amended Act (Part 8A in particular) will directly impact on the way that You deliver the SYBC program and should be reflected through Your policies and procedures. The Act refers to the SYBC program as the Boot Camp Program.

Administration of statutory orders

Cairns, Atherton and Innisfail Youth Justice Service Centres will be responsible for the case management and supervision of young people sentenced to a Boot Camp Order.

These Youth Justice Service Centres will also be responsible for managing the pre-sentence assessment and post court referral of young people to the program.

The service provider will be required to collaborate with these Youth Justice Service Centres to ensure that the program is responsive to the individual assessed needs of the young person's case management plan.

Statutory case management plans will be developed and reviewed by Youth Justice Service Centres in response to the assessed risks of the young person in consultation with the service provider and the young person's family.

Case management plans will inform the structured activities (program components) outlined in weekly activity schedules and delivered across the three program phases. The development and dissemination of weekly activity schedules will be the responsibility of the service provider.

Program phases

The Sentenced Youth Boot Camp program is comprised of three phases and multiple components. The service provider will deliver all program phases.

The SYBC program phases are:

- residential
- community supervision
- mentoring.

The residential and community supervision phases will be implemented during the duration of the Boot Camp Order. The mentoring phase will continue after the completion of the youth justice order on a voluntary basis.

The residential phase involves young people attending a boot camp residential facility for the first month of their Boot Camp Order. The residential facility will be the location for the introduction and implementation of the various program components. Young people will receive 24 hour, 7 day per week supervision and be subject to a curfew while located at the residential facility.

A number of activities will be implemented during the residential phase of the program. These activities include:

- intake assessments
- induction
- daily room inspections
- planning and coordination of structured days
- connect and support young people with program components
- guide young people's contribution to domestic duties
- behaviour management and property security.

During the residential phase there will be a minimum of two staff supervising young people during the night and one staff member during the day.

Young people are permitted to attend activities outside of the residential but only under strict supervision. Young people must not at any time be unsupervised during the residential phase – including travel to and from activities. The service provider can either provide this supervision directly or delegate this supervision to a partner/sub-contracted agency. The delegated agency must agree to provide direct supervision to the young person whilst they are participating in activities.

After the young person completes the residential phase they will transition to the community supervision phase. During this time, the young person will continue to participate in program components introduced in the residential phase.

The mentoring phase will commence at the completion of the community supervision phase/Boot Camp Order.

Program components

The program components of the SYBC program are:

- intensive physical activity/experiential learning
- intensive family support
- offence focussed programs
- education, training and employment
- health services
- community reparation
- mentoring.

Intensive physical activity/experiential learning

Intensive physical activities will require a minimum of one staff member per five young people during the day and two staff members per five young people during the night (including supplementary boot camps and overnight hikes).

A number of activities will support the intensive physical activities/experiential learning program component. These activities include:

- engage young people in daily fitness training activities
- plan and implement adventure-based activities
- plan and implement weekend camps
- plan and implement structured experiential learning activities.

Intensive family support

A number of activities will support the intensive family support program component. Intensive family support activities will include:

- strengths-based family events to develop rapport, observe family interactions and formulate initial assessment
- family assessments that identify behaviour sequences, family interaction patterns, strengths and risk factors within the family and other systems
- family support plans which articulate:
 - solutions to behaviour sequences
 - strategies that build on family strengths for parent-child relationships associated with discipline and routine, family cohesion, supervision and monitoring of young person
 - peer influence and identification of supports and referral to resources in the community

- ongoing monitoring of family engagement and motivation
- development and implementation of relapse prevention strategies and case closure.

These activities will be implemented in response to the assessed needs of young people and their families. Sessions will occur once a week during the residential phase and increase to up to three times per week when the young person enters the community supervision phase. Over time, frequency of sessions will decrease in line with case plan needs. Follow-up phone appointments will occur after the young person completes the program.

Offence focussed programs

Offence focussed programs will be delivered by Youth Justice Service Centres. The service provider will be required to work closely with Youth Justice Service Centres to ensure the integration of these services in the SYBC program.

Education, training and employment

This component will involve activities to support work/education readiness, placement and support into flexible education, training and employment. This component will be delivered during the residential and community supervision phases of the program depending on the assessed needs of the young person. Education, training and employment interventions will be delivered by existing government or non-government agencies. You will be required to partner with these agencies to ensure the integration of these services in the SYBC program.

Health services

The types of activities supporting this component include assessing substance use, assessing mental health and referral and supported access to relevant health agencies. This component will be delivered during the residential and community supervision phases of the program depending on the assessed needs of the young person. The service provider will be required to partner with health agencies to ensure that appropriate health assessments are undertaken and that health services are delivered to SYBC program participants.

Community reparation

The types of activities supporting this component may include maintaining public sites, sorting recycling items for charities and assisting in food preparation. You will either implement their own reparation initiatives or develop partnerships with other providers. Activities will develop the skills of young people and provide a meaningful service to the community.

Mentoring

Mentoring involves connecting the young person to a mentor who can introduce the young person to new experiences and opportunities, as well as provide support to the young person. Young people and mentors will be matched according to shared interests, culture/ethnicity, personality and temperament and geographical proximity. Mentors will be appropriately screened and trained. Mentors will be coordinated and supervised by the service provider. Mentor activities will be structured and planned. They will also align with case management plans and reflect the interests and developmental needs of young people.

3.2 Target Group

The program will involve young people sentenced to a Boot Camp Order. Young people will be referred to the SYBC program by the courts.

Some of the key issues that these young people will present with include:

- poor parental monitoring and supervision and family conflict leading to homelessness
- association and identification with a peer group with anti-social attitudes
- a heavy dependency on illegal drugs and/or alcohol
- pro-criminal attitudes and beliefs
- disengagement from education, training and/or employment.

Aboriginal and Torres Strait Islander young people are significantly overrepresented in the criminal justice system within the geographic target area and will therefore make up a significant proportion of

the target group. It is crucial that the SYBC program is delivered in a manner that meets the needs of these young people, their families and communities.

Although current offending patterns indicate that the majority of young people referred to the SYBC will be male, the specific developmental and safety requirements of young women referred to the SYBC will be met by the service provider.

The number of young people serviced will be 20 per year (40 young people across two years).

3.3 Referral process

Referrals to the program will occur as a result of a pre-sentence report being ordered by the sentencing court.

The Youth Justice Service Centre will provide notification to You when a pre-sentence report has been ordered and there has been a request for consideration for a Boot Camp Order.

The Youth Justice Service Centre will work with You in undertaking the assessment of eligibility and developing the boot camp program for court consideration.

As part of the pre-sentence report, a mental and physical health assessment will be conducted to determine whether the young person has any mental health issues or physical issues which would preclude them from the program.

If the young person is sentenced to a boot camp order, provisions will be made for them to report to the residential facility within a specified period of time.

Prior to program commencement, a 'Guidelines for Service Delivery' manual will be developed in consultation with the service provider and other program stakeholders. This document will outline roles and responsibilities, information sharing protocols, referral processes and conflict resolution processes.

3.4 Outcomes

The outcomes of the SYBC program are:


- young people are provided with a consequence for their offending behaviour
- reduced rates of re-appearance and re-offending for young people
- young people have increased levels of discipline and respect
- young people are engaged/re-engaged in education, training and/or employment
- family relationships are strengthened and maintained
- young people are positively engaged with communities
- young people have a strengthened sense of cultural identity and connection to their cultural communities
- young people have improved stability, health and well-being
- young people have increased access to positive recreational and leisure activities
- young people develop improved personal, social and life skills
- families of young people have improved knowledge and skills to supervise and support young people.

3.5 Evaluation

A process and outcome evaluation will be undertaken to assess the outcomes of the trial. The funded service provider will be required to work with the Department of Justice and Attorney-General and the Department of the Premier and Cabinet (DPC) to support this work.

The funded service provider will contribute to the evaluation's research design and development of evaluation measurement tools. They will also implement evaluation measurement tools as required by the evaluation team.

A range of output and outcome measures will be decided by the Department of Justice and Attorney-General.



The service provider will develop systems in consultation with the Department of Justice and Attorney-General to ensure information for the evaluation is collected and recorded accurately.

3.6 Funding area

Program Domain: Youth Justice

Initiative: Sentenced Youth Boot Camp



4 Delivery of Services

4.1 Service Commencement Date

31 January 2012

4.2 Milestones

Tasks	Timeframe
Liaise with Northern Outlook on training dates (to commence training in January 2013)	End December 2013
Staff appointments	28 January 2013
Staff induction including orientation, four day induction, attend ABL training	28 January 2013 to End February 2013
Consultation and communication with key stakeholders	17 December 2013 to 30 June 2013
Develop Operational service policies and procedures	31 January 2013
Revised service policies and procedures	31 May 2013
Establish data collection systems and reporting pathways	31 January 2013
Service commencement	31 January 2013

5 Exit Strategy

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

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

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

Tasks	Activities
Notifying Clients	Clients will be notified of the closure of the service as soon as is practicable after a decision has been made to cease service delivery. This will occur where current contact details are available and privacy and confidentiality requirements permit. Contact with clients may include referral to other service providers, development of transitional plans and assistance in client relocation.
Records Management	Data held as hard copy shall be boxed, labelled and archived. Electronic records will be transferred to a suitable medium and computer hard drives wiped. All records will be managed according to Your policy/procedures on document and data control.
Management of Liabilities	You will undertake to fulfil all their financial responsibilities to nullify liabilities and risk.
Management of Residual Funds	Will be reimbursed to Us after liabilities have been met, including organisation, staffing and creditor obligations
Notifying Stakeholders	All stakeholders, including referral sources (Youth Justice Services) and other service providers, will be informed of closure as soon as practicable after a decision to cease service delivery has been made and these stakeholders will be invited to participate in appropriate transitional planning.

6 Performance measurement and reporting

As part of the performance monitoring process, We will conduct performance monitoring of your compliance with the service description of the Service Agreement.

Performance monitoring is made up of performance reports based on data collection around performance measures. These reports will be provided at the end of each quarter to Us. See Section 6.1 for performance reporting process.

The performance data must be collected in accordance with the data definitions and counting rules supplied by Us. See Appendix 1 for output and outcome definitions which provide a benchmark to report performance.

The table below outlines the output or outcome, measure, target and source of data.

Output	Performance measure	Target	Source of data
Client service delivery	Number of young people referred to the program	5	Service provider database
	Number of young people who have completed the residential phase	5	Service provider database
	Number of young people who have completed the community supervision phase	5-10 ¹	Service provider database
	Number of young	100%	Service provider

¹ Reporting commences at completion of 1st quarter 2013-14

	people who have structured week plans		database
Intensive family support	Number of family meetings held per young person	1-2 per week	Service provider database
Community reparation	Number of community reparation activities undertaken per young person	2 sessions per week	Service provider database
Community reparation hours	Total number of community reparation hours	12 hours per week	Service provider database
Education, training, employment placement	Number of education, training or employment placement activities occurring per young person	1 activity per day (Monday to Friday)	Service provider database
Mentoring	Number of mentoring sessions per young person	1 session per week	Service provider database
Camps	Number of supplementary camps provided per young person	1-2 per quarter	Service provider database
Mental health	Proportion of young people who report mental health issues who have access to mental health services	100% of young people	Service provider database
Substance abuse	Proportion of young people who report substance misuse issues and have access to substance misuse services	100% of young people	Service provider database
Short term outcome (program completion) ²	Performance measure	Target	Source of data
Residential completion	Proportion of young people who complete the residential phase without being administratively breached ³	90%	ICMS (departmental data collection system)
Intensive family support	Proportion of young people showing improvement in family functioning	80%	Service provider database/evaluation measures
Education, training or employment placement	Number of young people engaged in education, employment or training activities at end of program	5	Service provider database
Health (mental)	Proportion of young people who show improvement in mental	50% of young people	Service provider database

² Reporting to commence at the completion of the initial client's community supervision phase/completion of statutory order.

³ Breach is defined at the point where the department lodges a complaint/summons or warrant and affidavit with court, police and young person.

	health		
Statutory order compliance	Proportion of young people who complete the program without being administratively breached	75%	ICMS (departmental data collection system)
Substance use decline	Proportion of young people who report substance misuse issues and have access to substance misuse services	50%	Service provider database/evaluation measures
Behavioral improvement	Proportion of young people with decrease in risk in personally/behaviour and attitudes/orientation domain	50%	ICMS (departmental data collection system)
Medium term outcome (3-6 months post program)			
	Performance measure	Target	Source of data
Re-offending	Proportion of young people who are not convicted of an offence post program completion	75%	ICMS, other government information systems
Time to re-offend	Length of time between boot camp order completion and committing offences for each young person		ICMS, other government information systems

Reporting Frequency: Quarterly

Qtr 1: July – September

Qtr 2: October – December

Qtr 3: January – March

Qtr 4: April – June

6.1 Outcome performance reports

Outcome performance reports will be generated through the service's database. With the exception of data collected via the Our ICMS data base, these data will be developed by You, submitted to Us for confirmation at the dates shown in the tables in Items 6.1 and 6.2, at the following address:

youthjusticepppp@justice.qld.gov.au

7 Funding Details

Description	Amount
ONE-OFF/ESTABLISHMENT	sch.4/3/2
Salary-related items	
Operational cost items	

Total budget	sch.4/3/2
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For further explanation of budget items (if applicable) refer to the Notes to Funding Details contained in Attachment 1.

8 Assets (if applicable)

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

Asset description	Funding budgeted	Estimated purchase price	Estimated purchase date
Not applicable-intentionally deleted	Nil	Nil	Nil
Total	Nil	Nil	Nil

9 Timing of Payments

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

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

10 Financial statements and reports

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

Report	Period	Due date
Financial Acquittal Reports	Quarterly	Due 28 th day of the month following the end of each quarter
Audited Financial Statement including separate income and expenditure statements and list of assets for the Funded Service/s or if a local government or tertiary institution a statement set out in the format of the Financial Acquittal Report as specified in part B- Specifications, clause 4.5(c)	Annual	Within 6 months of the end of Your financial year.

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

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

10.1 Address for financial statements and reports

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

youthjusticepppp@justice.qld.gov.au

11 Additional conditions

11.1 Service Assessment

You must undergo annual Service Assessments by Us during the Term of the Service Agreement. Timing of these assessments will be negotiated between You and Us. Services will be assessed against the Standards for Community Services which can be found at the following link:
<http://www.communities.qld.gov.au/communityservices/community-support/strengthening-non-government-organisations-ngos/key-initiatives/standards-for-community-services>

11.2 Quarterly Monitoring

You must comply with and undergo quarterly monitoring of the boot camp centre in accordance with s282B of the *Youth Justice Act 1992* (Qld). Any issues identified during this quarterly monitoring must be addressed as soon as possible. Any unreasonable delay in addressing issues identified in quarterly monitoring will be grounds to initiate show cause processes.

11.3 Evaluation

A process and outcomes evaluation will be conducted to determine if objectives and outcomes have been achieved. The service provider will work with the evaluation team and collect data. Participation in the evaluation may involve:

- Collecting participant and activity data
- Participating in focus groups and surveys about aspects of the trial
- Collecting satisfaction data from service users
- Collecting data on key outcome measures.

11.4 Complete right of access for Department of Justice and Attorney General and Child Safety Staff

To ensure the emotional, sexual and physical safety of all participants within the Sentenced Youth Boot Camp Program the Department of Justice and Attorney General and Child Safety Services will retain a complete right of access to the service at any place and point in time, including whilst young people are on camps.

The service provider will ensure that full support is provided in any investigation of instances of child abuse or neglect. Any substantiated claims of child abuse or neglect of children whilst in the care of the service provider will be grounds to initiate show cause processes.

11.5 Information sharing

You are required to use a database system hosted by an external third party for recording of all client information. You will be licensed to use this information system. Information on this system will be used for evaluative and performance monitoring purposes by the Department of Justice and Attorney General. Section 6 of this Part C service agreement outlines the performance measures for this program. Performance reports will be generated by Us from the information you store in the database system.

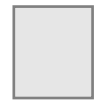
11.5 Access for Commission for Children, Young People and Child Guardian

You will provide the Commission for Children, Young People and Child Guardian Community Visitors program a right of access to boot camp clients within the residential and community supervision phases. The purpose of the Community Visitors program is to provide advocacy and support to young people and to ensure their rights and wellbeing is being upheld.

Young people located at the boot camp residential facility will have the opportunity to make complaints to the Commission for Children, Young People and Child Guardian under section 54 (d) of the Commission for Children, Young People and Child Guardian Act 2000 pursuant to section 55 of this Act.

12 Departmental Officer

Name	Lawrence Wray
Position	Senior Resource Officer
Postal address	GPO Box 149, Brisbane, QLD 4001
Telephone number	(07) 5428 8326
Fax number	(07) 5428 8310
E-mail address	lawrence.wray@justice.qld.gov.au



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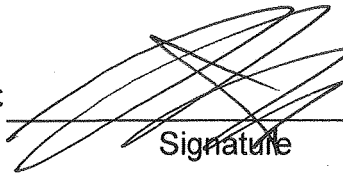
14 Attachments

Attachment	Name	Reference
1	Notes to Funding Details- Budget Items	Item 7
2	Output and Outcome reporting definitions	Item 6.1


EXECUTED as an Agreement

SIGNED for and on behalf of the State of Queensland
Government by Mr Steve Armitage, Assistant Director-
General Youth Justice, Department of Justice and
Attorney-General

x


Signature

x


Signature of Witness

x

12/12/12
Date

x

DARREN HEALY
Name of Witness

SIGNED by, Lynnette Walker, Chief Executive Officer
and on behalf of Industry Education Networking Pty Ltd
trading as Safe Pathways as its duly authorised officer:

x


Signature

x


Signature of Witness

x

Date

x

Lynnette Walker
Name of Witness


EXECUTION CLAUSE – Company



SIGNED for and on behalf of

[NAME OF CORPORATION]

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

x 
(signature of director/secretary)

Chris O'Brien
(name of director/secretary)

x 
(signature of director)

GARY JOHNSON
(name of director)

6/12/12
(date)

Attachment 1

Notes to Funding Details

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

BUDGET TOTAL MUST BE CONSISTENT WITH APPROVED FUNDING

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

Guide to categories:

ONE-OFF BUDGET ITEMS

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

PER ANNUM BUDGET ITEMS

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

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

Attachment 2

Counting rules: performance reporting

Activity	Performance measure	Counting rule	Examples
Client service delivery	Number of young people referred to the program	Count number of young people referred to the program.	Young person 1 is referred to program. Count as 1 for young person 1. Young person 2 is not referred to program. Count as 0 for young person 2.
	Number of young people who have completed the residential phase	Count number of young people that complete residential phase.	Young person 1 completes 1 month residential. Count as 1 for young person 1. Young person 2 completes 10 days of one month residential. Count as 0 for young person 2.
	Number of young people who have completed the community supervision phase	Count number of young people that complete community supervision phase.	Young person 1 participates in program for the period required to complete the community supervision phase. Count as 1 for young person 1. Young person 2 does not complete the community supervision phase e.g. is breached. Count as 0 for young person 2.
	Number of young people who have structured week plans	Count number of young people who have written structured week plans.	Young person 1 has a structured week plan written up. Count as 1. Young person 2 does not have a structured week plan written up. Count as 0.
Intensive family support	Number of family meetings held per young person	Count number of intensive family support sessions held with family members for each young person.	Worker meets with young person 1 and their family for an intake meeting. Count as 1 for young person 1. Worker meets with family of young person 2 without the young person. Count as 1 for young person 2. Worker meets with young person 3 without family. Count as 0 for young person 3.
Community reparation	Number of community reparation sessions undertaken per young person	Count number of community reparation sessions undertaken for each young person.	Young person 1 participates in 5 sessions of community reparation in the period. Count as 5 for young person 1.
Community reparation hours	Total number of community reparation hours	Count total number of hours young people spend performing community reparation.	Young person 1 performs 1 hour community reparation. Count as 1 for young person 1. Three young people perform 1 hour community reparation.



Activity	Performance measure	Counting rule	Examples
			Count as 3.
Mentoring	Number of mentoring sessions per young person	Count number of sessions with mentors for each young person.	Mentor meets with young person 1. Count as 1 for young person 1. Mentor meets with mentor and family member at same time. Count as 1 for young person 1.
Camps	Number of weekend/supplementary camps provided per young person	Count number of weekend/supplementary camps provided for each young person.	Young person 1 participates in 3 weekend camps during the quarter. Count as 3 for young person 1.
Mental health	Proportion of young people who report mental health issues who have access to mental health services	Calculate the proportion of young people referred to mental health treatment services out of the number identified with mental health issues. Also show numbers.	Two young people report a mental health issue during the program. At the end of the program, 2 young people have been to see a mental health professional to address this. Count as 2/2, 100%.
Substance misuse	Proportion of young people who report substance misuse issues and have access to substance misuse services	Calculate the proportion of young people referred to substance treatment services out of the number identified with substance misuse issues. Also show numbers.	Six young people have substance misuse issues and five are provided with substance misuse treatment. 83%; 5/6. Young person 1 reports substance misuse issues. Young person 1 is taken to see a drug and alcohol counsellor who provides an assessment and then delivers a treatment plan. Count as 1. Young person 2 does not identify any substance misuse issues. Count as 0.
Short term outcome (program completion)	Performance measure	Counting rule	Examples
Residential completion	Proportion of young people who complete the residential phase without being administratively breached ⁴	Calculate the proportion of young people completing residential phase out of those who commence residential phase.	Five young people commence residential phase and four young have no administrative breaches. 80%; 4/5.

⁴ Breach is defined at the point where the department lodges a complaint/summons or warrant and affidavit with court, police and young person.

Activity	Performance measure	Counting rule	Examples
Intensive family support	Proportion of young people showing improvement in family functioning	Calculate the proportion of young people showing improvement in family functioning according to relevant evaluation assessment tool/s. Also report numbers.	Young person 1 shows improvement, young person 2 shows improvement and young person 3 does not show improvement is 67%; 2/3.
Education, training, employment placement	Number of young people engaged in education, employment or training activities at end of program	Count number of young people actively engaged in education activities, employment or training at end of program.	Young person is engaged in part-time employment. Count as 1 for young person 1. Young person 2 is engaged in school at the end of the program. Count as 1 for young person 2. Young person 3 is engaged in school for the duration of the program, but the last day of the program withdraws from school. Count as 0 for young person 3.
Statutory order compliance	Proportion of young people who complete the program without being administratively breached	Measured by DJAG.	Measured by DJAG.
Health (mental)	Proportion of young people who show improvement in mental health	Calculate the proportion the young people identified with mental issues that show improved mental health according to evaluation assessment tool/s during the period. Also show numbers.	Three young people were assessed as requiring mental health support. Two young people showed improvement in mental health. 67%; 2/3. Young person 1 has low mental health at the commencement of the program and good mental health at program completion. Count as 1 for young person 1. Young person 2 has low mental health at program commencement and low mental health at program completion. Count as 0 for young person 2.
Substance misuse decline	Proportion of young people with identified substance misuse issues who report a decrease in substance misuse at the end of the program	Calculate the proportion of young people that show decrease substance misuse according to evaluation assessment tool/s during the period out of the number of young people identified with substance misuse issues. Also show numbers.	Three young people report a substance misuse issue during the program. At the end of the program, 1 reports a decrease in substance misuse. 33%, 1/3
Behavioural improvement	Proportion of young people with decrease in risk in personally/behaviour and	Measured by DJAG	Measured by DJAG



Activity	Performance measure	Counting rule	Examples
	attitudes/orientation		
Medium term outcome (program completion)	Performance measure	Counting rule	Examples
Re-offending	Proportion of young people who are not convicted of an offence post program completion	Measured by DJAG Calculate the proportion of young people that do not re-offend within 6 month of completing boot camp order out of those completing order.	Five young people complete boot camp order and 2 do not re-offend within 6 months of completing order. 40%; 2/5.
Time to re-offend	Length of time between boot camp order completion and committing offences for each young person	Measured by DJAG For young people committing offences within 6 months of exiting boot camp order, count number of days between end of the program and time of first offence for each young person.	Young person 1 offends within 2 months of completion of boot camp order. Count as 60 days for young person 1. Young person 2 does not re-offend within 6 months of completing the program. Count as 0 for young person 2.