

# Five Bridges Pty Ltd & Brisbane Murri Elders Community Justice Group (CJG)

## Memorandum of Understanding

A Memorandum of Understanding (MOU) highlights the objectives and management arrangements of a partnership. It may also explain communication, information sharing and consultation processes.

### 1. Rationale/Scope

Five Bridges Pty Ltd is funded by the Department of Justice and Attorney-General (DJAG) for the delivery of services under the Community Justice Group program supporting Aboriginal and Torres Strait Islander people in contact with the justice system. Five Bridges Pty Ltd has partnered with The Brisbane Murri Elders Community Justice Group to deliver the services within this program and to develop new services and programs that further the aims and objectives of the Brisbane Murri Elders CJG.

### 2. Goals and objectives

Five Bridges Pty Ltd and the Brisbane Murri Elders Community Justice Group commit to working collaboratively in achieving the goals and outcomes of the Community Justice Group program and in meeting the deliverables as described under the Service Agreement with the Department of Justice and Attorney-General.

### 3. Partners

This Memorandum of Understanding is between:

- Five Bridges Pty Ltd - represented by its Chief Executive Officer; and
- The Brisbane Murri Elders Community Justice Group.

### 4. Roles and Responsibilities

The Brisbane Murri Elders Community Justice Group are responsible for developing policy and setting continuing and long-term strategic objectives for the Brisbane Murri Elders Community Justice Group. These objectives will include aspirations and setting directions for the CJG including the identification of services that it considers would benefit clients of the CJG.

Five Bridges Pty Ltd is contracted by the Department of Justice Attorney-General to administer funds and manage the implementation of services as outlined under the Service Agreement with DJAG. This Service Agreement establishes the framework in which to achieve the objectives of the Brisbane Murri Elders CJG and ensure that the governance and operational effectiveness of Five Bridges Pty Ltd facilitates the vision and aspirations of the Brisbane Murri Elders CJG.

All partners are accountable for:

- fostering internal and external collaboration with stakeholders
- removing obstacles to the partnership's successful delivery of services
- maintaining always the focus of the partnership on the agreed scope, goals and objectives
- monitoring and managing the factors in and outside the partnership's control that are critical to its success

Each member of this partnership will commit to:

- participating in all scheduled partnerships meetings
- champion the partnership within and outside of work areas
- share all communications and information across all partnership/advisory group members
- make timely decisions and act to not hold up any matters relating to the delivery of the Community Justice Group program
- notifying members of the partnership, as soon as practical, if any matter arises which may be deemed to affect the development of the partnership
- Being respectful to members of this partnership and its stakeholder network.

Members of the partnership expect:

- that each member will be provided in a timely manner with complete, accurate and meaningful financial and operational information relevant to the Community Justice Group, which enables members to have full discussions to facilitate informed decisions
- to be given reasonable time to make key decisions
- to be alerted to potential risks and issues that could impact the Community Justice Group program, as they arise
- open and honest discussions
- ongoing 'health checks' to verify the overall status and 'health' of the partnership.

Allocated Elder and/or Respected Person Representative:

There is to be a Female Elder or Respected Person and a Male Elder or Respected Person allocated as representatives of the Brisbane Murri Elders Community Justice Group for the following functions:

- An immediate decision is required for consultation to an item that does not impact the operations of the Brisbane Murri Court.
- Network meetings or stakeholder meetings that the CJG Coordinator may be attending or requiring to be attended in their absence.

The allocating of Brisbane Murri Elders Community Justice Group Representatives occurs at each quarterly BMECJG Committee Meeting to allow for a group consensus of who are to be the Representative for the quarter.

## 5. Governance structure and reporting

**Five Bridges** – works on projects and services with CJG  
– responsible for governance  
– reports directly to DJAG

**Court Coordinator** – works closely with CJG to provide services  
– Liaise and reports directly to Five Bridges CEO  
– Quarterly Performance Report writing and lodging to DJAG after Five Bridges approval

**Brisbane Murri Elders Murri Elders CJG** – works and liaises with Court Coordinator

- Provides services to The Courts and clients through Court Coordinator
- Works and liaises with Five Bridges CEO

Refer to Justice Group Committee Policy for further detail on governance, policies and procedures.

## 6. Meetings

### 6.1 Elders Meetings

- All meetings will be chaired by a member of the Brisbane Murri Elders Community Justice on a rotating basis
- A meeting quorum will be four members of the CJG
- Decisions will be made where possible by consensus. In the situation of a deadlock, the item this regards will then be reheard at the following Brisbane Murri Elders Community Justice Group Committee Meeting. This item will be heard within a 15 minute time period, with all items of input being provided to the Coordinator at the soonest possible occasion as this would allow for all thoughts, views and considerations to be shared prior to the meeting occurring.
- CJG meetings will be held at least bi-monthly for no more than two hours.
- An Elder or Respected Person must be chosen to be the minute taker prior to the commencement of a Brisbane Murri Elders Community Justice Group Committee Meeting.
- Venues, dates and times for the meetings will be determined at the end of each meeting, including the Chair for the next meeting.
- The Chairing Elder or Respected Person must keep note of the period of time the discussions are being had in accordance with the agenda.
- The Coordinator is to only attend the quarterly Brisbane Murri Elders Community Justice Group Committee Meetings in person if requested. The Coordinator will only attend in the stipulated time period of the agenda item.
- The Murri Court Coordinator will canvass each Elder for agenda items prior to the meeting and distribute prior to meeting; coordinate meeting time, date and venue.
- The Murri Court Coordinator is not eligible to vote at meetings.

### 6.2 Partnership Meetings

- A Partnership meeting between the CJG and Five Bridges will be held Quarterly.
- The Partnership meeting will be attended by the Five Bridges CEO.

## 7. Communication, information sharing and consultation processes

- Both parties commit to open and frequent communication to facilitate an effective relationship and ensure the success of the program.

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### **2. Goals and objectives**

Five Bridges Pty Ltd and the Brisbane Murri Elders Community Justice Group commit to working collaboratively in achieving the goals and outcomes of the Community Justice Group program and in meeting the deliverables as described under the Service Agreement with the Department of Justice and Attorney-General.

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Brisbane Murri Elders are responsible for developing policy and setting continuing and long-term strategic objectives for the Brisbane Murri Elders Community Justice Group. These objectives will include aspirations and setting directions for the CJG including the identification of services that it considers would benefit clients of the CJG.

Five Bridges Pty Ltd is contracted by the Department of Attorney-General to administer funds and manage the implementation of services as outlined under the Service Agreement with DJAG. This Service Agreement establishes the framework in which to achieve the objectives of the Brisbane Murri Elders CJG and ensure that the governance and operational effectiveness of Five Bridges Pty Ltd facilitates the vision and aspirations of the Brisbane Murri Elders CJG.

All partners are accountable for:

- fostering internal and external collaboration with stakeholders
- removing obstacles to the partnership's successful delivery of services
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Each member of this partnership will commit to:

- participating in all scheduled Partnerships meetings
- champion the partnership within and outside of work areas
- share all communications and information across all Partnership/Advisory Group members
- make timely decisions and act to not hold up any matters relating to the delivery of the Community Justice Group program
- notifying members of the Partnership, as soon as practical, if any matter arises which may be deemed to affect the development of the partnership
- Being respectful to members of this partnership and its stakeholder network.

Members of the partnership expect:

- that each member will be provided in a timely manner with complete, accurate and meaningful financial and operational information relevant to the Community Justice Group, which enables members to have full discussions to facilitate informed decisions
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**Five Bridges** – works on projects and service with CJG

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**Court Coordinator** – works closely with CJG to provide services

Liaise and reports directly to Five Bridges CEO

Quarterly report writing and lodging to DJAG after Five Bridges approval

**Brisbane Murri Elders Murri Elders CJG** – works and liaises with Court

Coordinator

Provides services to the courts and clients through Court Coordinator

Works and liaises with Five Bridges CEO

Refer to Justice Group Committee Policy for further detail on governance, policies and procedures.

## 6. Meetings

### 6.1 Elders Meetings

- All meetings will be chaired by Brisbane Murri Elders on a rotating basis
- A meeting quorum will be four members of the CJG
- Decisions will be made where possible by consensus (i.e. members are satisfied with the decision even though it may not be their first choice). If not possible, a vote to be held on the matter; if dead-locked, the Chair to make the final decision

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- Decisions will be made where possible by consensus (i.e. members are satisfied with the decision even though it may not be their first choice). If not possible, a vote to be held on the matter; if dead-locked, the Chair to make the final decision

- CJG meetings will be held at least bi-monthly for no more than two hours.
- (one of the elders to keep a note of time to discuss each matter i.e 15 minutes per topic) Venues, dates and times for the meetings will be determined at the end of each meeting, including the Chair for the next meeting.
- Elders Meetings will be attending by the Murri Court Coordinator.
- The Murri Court Coordinator will: canvass each Elder for agenda items prior to the meeting and distribute prior to meeting; coordinate meeting time, date and venue, take minutes and distribute after the meeting.
- The Murri Court Coordinator is not eligible to vote at meetings

**6.2 Partnership Meetings**

- A Partnership meeting between the CJG and Five Bridges will be held Quarterly.
- The Partnership meeting will be attended by the Five Bridges CEO.

**7. Communication, information sharing and consultation processes**

- Both parties commit to open and frequent communication to facilitate an effective relationship and ensure the success of the program.

**8. Conflict resolution**

- Conflicts will be managed in line with the CJG Dispute Resolution Policy

**9. Review and evaluation**

- The partners work collaboratively to review the program annually including financial and other operational data collected, client service standards, resolution of matters, effectiveness of programs and services.

**11. Authorisation** *The signing of this MOU is not a formal undertaking. Both parties acknowledge that this agreement does not intend to be legally binding, instead it seeks to outline how each partner will strive to reach the objectives stated in the MOU, to the best of their ability.*

Partnering Organisation

Name: Brisbane Murri Elders Community Justice Group

Title/Representative

Sch 4/3/3

Date

21-4-2020

Partnering Organisation

Name: Five Bridges Pty Ltd

Title/Representative

Date

21-4-2020  
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# Variation Agreement

## The Parties

STATE OF QUEENSLAND, through the Department of Justice and Attorney General

and

Funded organisation	Five Bridges Ltd
ABN/ACN	67 163 934 352

## Background

- A. The parties entered into the Service Agreement.
- B. The parties wish to vary the Service Agreement on the terms set out in this Variation Agreement.

## 1. Definitions

- 1.1 In this Variation Agreement, unless otherwise stated or a contrary intention appears:

"Variation Agreement" means this document;

"Effective Date" means 01/07/2020

"Service Agreement" means the Service Agreement number ~~540420~~ <sup>523448</sup> between the parties and with an Agreement Commencement Date of 01/07/2017 as amended from time to time.

Sch 4/3/3

- 1.2 Subject to clause 1.1, capitalised terms used in this Variation Agreement have the meanings given in the Service Agreement.

## 2. Variation

- 2.1 The parties agree that, from the Effective Date, the Service Agreement is varied as follows:

### (a) Variation – adding a new Funding Schedule

Each Funding Schedule described below and as attached to this Variation Agreement is added to the Service Agreement.

Funding Schedule	Service outlet
5	Brisbane Murri Elder Community Justice Group
6	Ipswich Community Justice Group
7	Maroochydore Community Justice Group

**3. General**

**3.1 Nothing in this Variation Agreement affects:**

- (a) the enforceability of the Service Agreement and, except as amended by this Variation Agreement, the parties agree that the Service Agreement continues in full force and effect in accordance with its terms; or
- (b) any right of action or remedy that has accrued as at the Effective Date.

**3.2 This Variation 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.**

**3.3 This Variation Agreement may be executed in counterparts, each of which, taken together, will constitute one instrument. The parties may communicate their execution by posting the executed document, providing a copy of the executed document by facsimile or scanning and sending a copy of the executed document by electronic mail.**

FUNDING SCHEDULE: 5

1. SERVICE AGREEMENT

523448

Sch 4/3/3

This Funding Schedule relates to Service Agreement number ~~549428~~ for the Brisbane Murri Elder Community Justice Group.

2. IMPORTANT DATES

Schedule Start Date	1 July 2020
Schedule End Date	30 June 2023

3. FUNDING UNDER FUNDING SCHEDULE

3.1 Per annum Funding

Description	Funding amount (excl. GST)
Salary and wages	Sch 4/3/2
Other	
Volunteer remuneration	
Total Funding (per annum)	

3.2 One-off Funding

(a) One-off Funding for purchase of Assets

Description	Funding amount (excl. GST)
Not applicable	\$0
Total Funding	\$0

(b) Other one-off Funding

Description	Funding amount (excl. GST)
Not applicable	\$0
Total Funding	\$0

4. DETAILS ABOUT SERVICES

4.1. Services

The Services you must deliver are specified below.

<b>Target group (s)</b>	<p>Aboriginal and Torres Strait Islander people in your community and in contact with the justice system; providing support services in the following areas:</p> <ul style="list-style-type: none"> <li>- Prevention, Awareness and Education</li> <li>- Early Intervention</li> <li>- Within the court process</li> <li>- While in custody and under supervision</li> <li>- Transition to community</li> </ul>	
<b>Service type (s)</b>	<p>Murri Court</p> <ul style="list-style-type: none"> <li>• You will deliver tasks as described at 8.2 Murri Court in the attached CJG Program Guidelines (also available on our Website)</li> <li>• You will attend Murri Court in Brisbane as per dates published under Magistrates Court, found via Queensland Courts website <a href="http://www.courts.qld.gov.au/daily-law-lists/court-calendars">http://www.courts.qld.gov.au/daily-law-lists/court-calendars</a> (updated annually).</li> </ul>	
<b>Service particulars</b>	<p>Murri Court – Community related activities</p> <ul style="list-style-type: none"> <li>• You will deliver:                             <ul style="list-style-type: none"> <li>o monthly Men’s Yarning Circles; and</li> <li>o monthly Women’s Yarning Circles;</li> </ul> </li> </ul> <p>Community Specific Activities</p> <ul style="list-style-type: none"> <li>• You will deliver tasks as described at 8.1 Magistrates Court support in the attached CJG Program Guidelines (also available on our Website)</li> <li>• You will attend Magistrate Court in Brisbane as per dates published under Magistrates Court, found via Queensland Courts website <a href="http://www.courts.qld.gov.au/daily-law-lists/court-calendars">http://www.courts.qld.gov.au/daily-law-lists/court-calendars</a> (updated annually).</li> </ul>	
<b>Service Outlet</b>	Name	Brisbane Murri Elders Community Justice Group
	Operating Hours	Monday to Friday 8.30am to 4.30pm
	After hours and closure arrangements	N/A
	Geographic catchment area	Brisbane
<b>Address</b>	Postal address	PO Box 12288, Brisbane 4001
	Street address	Level 7, 363 George Street, Brisbane 4001
<b>Contact Details</b>	Name	Sch 4/3/3
	Position	Murri Court Coordinator
	Telephone	07 3281 1473
	Mobile	
	Email	

#### 4.2 Deliverables

The required Deliverables for the Services are specified below.

<b>Quarterly meetings</b>	
<b>Measure</b>	<b>Target</b>
Convene meetings between DJAG, Five Bridges and Brisbane Murri Elders representatives	1 meeting per quarter by the 28 <sup>th</sup> day after the end of the quarter
Develop a policy that guides the management of court proceedings attended out of total number of proceedings.	Policy provided by the 28 <sup>th</sup> of October 2020.
<b>Murri Court</b>	
<b>Measure</b>	<b>Target</b>
Number of Murri Court proceedings attended out of total number of Murri Court proceedings	Coordinator and Elders attendance at 100% of Murri Court proceedings
Number of Murri Court Participants	*Number of participants
Number of Murri Court Entry Reports	100% of Murri Court matters
Number of Murri Court Sentence Reports	100% of Murri Court matters
Indigenous Justice Program conducts an analysis of random samples of court submissions and completes a post court report after viewing court – 6 monthly	100% of submissions are culturally appropriate and take into account person's relationship to community
Percentage of offenders and victims referred to support agencies after attending court	90% of offenders/victims
Convene Murri Court quarterly stakeholder meetings	Meetings conducted quarterly
Number of training opportunities attended this quarter (face to face/online)	*Number of training opportunities attended
Murri Court Good News Story	1 per quarter
Number of Women's Yarning Circles conducted and number of participants	*Number of Women's Yarning Circles conducted *Number of participants
Number of Men's Yarning Circles conducted and number of participants	*Number of Men's Yarning Circles conducted *Number of participants
Tell us about Your Yarning Circles through photos or videos or a written story. You may wish to answer: What were the activities? What were the benefits? Why did they enjoy it and why did you enjoy it? How did the participants feel? How did you feel? Was it difficult in any way?	1 per quarter
<b>Community Specific deliverables</b>	
<b>Magistrates Court support</b>	
<b>Measure</b>	<b>Target</b>
Number of court proceedings attended out of total number of proceedings	Court Support Officer attendance at 20% of proceedings involving Aboriginal and Torres Strait Islander offenders/victims
Number of offenders supported through court attendance	*Number of offenders
Number of victims supported through court attendance	*Number of victims
Number of court submissions for offenders (written or oral)	Submissions for 80% of court attendances

Percentage of offenders and victims referred to support agencies after attending court	90% of offenders/victims
Good News Story	1 per quarter

\*No specific targets have been set

### 4.3 Service Delivery Requirements

It is a Service Delivery Requirement that, in delivering the Services, You must

- a) comply with all provisions titled (or that include in the title) 'Requirement'; and
- b) give consideration to all provisions titled (or that include in the title) 'Consideration'

in the named sections of the attached CJG Program Guidelines (also available on our Website) as specified in the table following below:

Document name	Document section
CJG Program Guidelines version	7.2.1 Requirement
	7.2.2 Consideration
	7.4.1 Requirement
	7.5.1 Requirement
	7.6.1 Consideration
	7.7.1 Requirement
	7.8.1 Requirement
	7.8.2 Consideration
	7.9.1 Requirement
	8.2.1 Requirement
	8.2.2 Consideration
	9.1 Requirement

## 5. EXIT STRATEGY

In the event of closure or termination of You or Your Services, You must have a plan in place addressing what will be done 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 returned and distributed by Us.

Funding duration and continuation is dependent on funds available, funding purpose, a need for the service type and a demonstrated capacity by an organisation to deliver the required services and produce outcomes.

In any circumstances where You provide Us with notice of intention to quit the auspice of the funded service, or We provide written notification of Our intention to cease funding for You, You shall undertake the following action in relation to the key areas of:

- Staff – You shall make program staff redundant according to the terms and conditions of

employment contracts, and consistent with award and enterprise agreement and Service Agreement requirements.

- Service Users – You will notify Service Users of the closure as soon as practical after a decision to cease service delivery has been made. This will occur where current contact details are available and privacy and confidentiality requirements permit. Contact with Service Users may include referral to other service providers.
- Stakeholders – You will notify all stakeholders of Your Service, including referral sources and other services providers, of the closure as soon as practical after a decision to cease service delivery has been made. Stakeholders will be invited to participate in appropriate transitional planning.
- Records – Data held as hard copy shall be boxed, labelled and archived. Electronic records will be transferred to a suitable medium and computer hard drives erased. All records will be managed according to Your Service's policy and procedures on document and data control.
- Resources – Where Your Services ceases to operate, the Assets will be distributed as directed by Us.
- Liabilities – You will undertake to extinguish all liabilities incurred through the operation of the service.
- Residual Funds – You will reimburse residual funds to the Us after liabilities have been met, including organisation, staffing and creditor obligations.

If the Service ceases because of the winding up of Your organisation, We will abide by any provisions regarding the distribution of Assets contained in the enabling Act of Your organisation or the organisation's constitution in negotiating the distribution of the Assets.

## 6. REPORTING REQUIREMENTS

Report	Period	Due date & Other Requirements
Quarterly Performance Report (Attachment A)	Quarterly <ul style="list-style-type: none"> <li>• July – September</li> <li>• Oct - December</li> <li>• Jan – March</li> <li>• April - June</li> </ul>	Submitted to Indigenous Justice Program by the 28 <sup>th</sup> day after the end of each quarter
Court Attendance and Submission Details (Attachment B)	Daily	Submitted to the Registry Officer within one working day after the court sitting date.
Financial Acquittal Report (Attachment C)	Quarterly <ul style="list-style-type: none"> <li>• July – September</li> <li>• Oct - December</li> <li>• Jan – March</li> <li>• April - June</li> </ul>	Submitted to Indigenous Justice Program by the 28 <sup>th</sup> day after the end of each quarter The Financial Acquittal Report will report on the following costs: <ul style="list-style-type: none"> <li>• Salaries and Wages</li> <li>• Other</li> <li>• Volunteer Remuneration</li> </ul>
Audited Financial Statement Including separate Income and expenditure statements as requested in clause 5 of the Standard Terms.	Annual	Submitted to Indigenous Justice Program within 6 months of the end of Your financial year.  For the Service Agreement, You, as an organisation, are considered by Us to be a 'Reporting Entity' as set out in the Statement of Accounting Concepts (SAC1), <i>Definition of the Reporting Entity</i> prepared by the Public Sector Accounting

	<p>Standards Board of the Australian Accounting Research Foundation and by the Accounting Standards Review Board. A copy of SAC1 can be assessed at <a href="http://www.aasb.gov.au/admin/file/content102/c3/SAC1_8-90_2001V.pdf">http://www.aasb.gov.au/admin/file/content102/c3/SAC1_8-90_2001V.pdf</a>. As a Reporting Entity, you must comply with standards of financial reporting as specified by the Australian Accounting Standards Board.</p> <p><b>Financial Statements Requirement 1 of 2</b>  You must provide Us with an audited financial report of You, as a Reporting Entity, for each financial year*, which report is prepared at an organisation level and must be:</p> <ol style="list-style-type: none"> <li>In the form of either a <i>General Purpose Financial Report</i> or a <i>Special Purpose Financial Report</i> (see below), as determined to be appropriate for You; and</li> <li>prepared in accordance with the <i>Australian Statements of Accounting Concepts</i> and <i>Australian Accounting Standards</i>.</li> </ol> <p><i>*Note: If the Service Agreement Includes more than one Funding Schedule or You have more than one Service Agreement with Us, You are only required to submit one copy of Your General Purpose Financial Report or Special Purpose Financial Report to Us for each financial year.</i></p> <p>Any <i>Special Purpose Financial Report</i> must adopt the following as minimum reporting standards:</p> <ol style="list-style-type: none"> <li>accrual accounting;</li> <li>compliance with classification, recognition and measurement guidance of the <i>Australian Accounting Standards</i> and other mandatory reporting requirements; and</li> <li>disclosure necessary to give a 'true and fair view' or 'present fairly' so as to ensure financial reports are not misleading.</li> </ol> <p>Any <i>Special Purpose Financial Report</i> must include:</p> <ol style="list-style-type: none"> <li>statement of profit and loss;</li> <li>statement of financial position;</li> <li>statement of cashflows;</li> <li>notes to and forming part of the financial statements;</li> <li>directors' statement/declaration;</li> <li>a 'basis of preparation' note as per the recorded board resolution regarding the basis of preparing financial reports, including all aspects of accounting standards that have not been complied with; and</li> <li>independent audit report.</li> </ol> <p><b>Financial Statements Requirement 2 of 2</b></p>
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		<p>You must also provide an <i>Annual Acquittal Statement</i> for the Funding received from Us under this Funding Schedule during each financial year, which acquittal must:</p> <ol style="list-style-type: none"> <li>a. be in the form of a <i>Special Purpose Financial Report</i>;</li> <li>b. apply the <i>Australian Statements of Accounting Concepts</i> and <i>Australian Accounting Standards</i> in the same manner to that used to satisfy the requirements for annual financial reporting; and</li> <li>c. include: <ol style="list-style-type: none"> <li>i. statement of profit and loss;</li> <li>ii. statement of assets and liabilities;</li> <li>iii. directors' statement/declaration; and</li> <li>iv. independent audit report.</li> </ol> </li> </ol> <p>If You are a local government, tertiary institution or a Queensland statutory body You are <b>only</b> required to provide Us with an Annual Acquittal Statement (<i>Financial Statements Requirement 2</i>).</p>
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You may also be required to provide additional information upon request by Us to allow Us to conduct an evaluation of the funded services.

**7. TIMING OF FUNDING PAYMENTS**

Payments of the Funding will be made in instalments as specified below.

Funding type	Payment basis and due dates
<i>Per quarter funding</i>	<p><b>Quarterly payments</b></p> <p>The first quarterly instalment will be paid within 28 days after the Schedule Start Date. Provided that You are up-to-date with the Reporting Requirements, each remaining quarterly instalment will be paid to You within 28 days after You have submitted all data, statements and reports that You are required to submit during, or in relation to, the immediately preceding quarter, as specified in Item 6.</p>

**COMMUNITY JUSTICE GROUP QUARTERLY PERFORMANCE REPORT**

<b>Name of CJG:</b>		
<b>Reporting Period:</b>		
<b>Location:</b>		
<b>Service Type - Murri Court</b>		
<b>TARGET</b>	<b>QUARTERLY RESPONSE</b>	<b>COUNTS</b>
Murri Court quarterly stakeholder meetings conducted quarterly (minimum 1 per quarter)	Dates of Murri Court quarterly stakeholder meetings:	
Number of training opportunities attended this quarter	Who received the training, what was the training and dates attended?	
Number of Women's Yarning Circles conducted and number of participants	Total number of Women's Yarning Circles conducted Total number of participants	
Number of Men's Yarning Circles conducted and number of participants	Total number of Men's Yarning Circles conducted Total number of participants	
1 Good news stories	Good news story one:	
Tell us about Your Yarning Circles through photos or videos or a written story. You may wish to answer: What were the activities? What were the benefits? Why did they enjoy it and why did you enjoy it? How did the participants feel? How did you feel? Was it difficult in any way?	Story about the yarning circles	
<b>Community Specific activities</b>		
1 Good News Story	Good news story about the wider courts support.	

**COURT ATTENDANCE AND SUBMISSION DETAILS**

<b>Name of CJG:</b>	
<b>Date of Court:</b>	
<b>Location:</b>	
<b>Names of representatives from CJG</b>	

<b>Court Details:</b>									
<b>Name</b>	<b>Court type (Magistrates, Childrens, DV, Murri Court, HRYC, District Court)</b>	<b>Defendant, Victim, Aggrieved or Respondent (D, V, A. or R)</b>	<b>Arising from DFV Y or N</b>	<b>Bail Submission Oral or Written (please indicate)</b>	<b>Sentencing Submission Oral or Written (please indicate)</b>	<b>Murri Court Entry Report or Murri Court Progress Report or Murri Court Sentence Report (please indicate)</b>	<b>Submission /report prepared but not provided Y or N</b>	<b>Court support Y or N</b>	<b>Referral made to: e.g. cultural (yarning circles, men's and women's groups, camps); health, drug and alcohol, education and employment training, housing and accommodation, CJG, other. Please list each service the person was referred to.</b>

<b>Signed by CJG Representative:</b>	Name and Signature					Date				
<b>Attendance at Court endorsed by Registry Officer:</b>	Name and Signature					Date				

**\*\*Once this form has been signed by the CJG representative and endorsed by the Registry Officer, the Registry Officer must, within one working day after the court sitting date, scan and email the form to: [communityjusticegroupdata@justice.qld.gov.au](mailto:communityjusticegroupdata@justice.qld.gov.au)**

Financial Acquittal Report

**Community Justice Group Program**

Funded organisation:

Name of Community Justice Group:

Funding Schedule No:

STATEMENT OF INCOME AND EXPENDITURE

FROM // TO //

\*Please use GST exclusive figures

INCOME	ACTUAL FOR THIS PERIOD	YEAR TO DATE ACTUAL	ANNUAL BUDGET
Departmental Funding	\$0	\$0	\$0
<b>TOTAL INCOME</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
EXPENDITURE	ACTUAL FOR THIS PERIOD	YEAR TO DATE ACTUAL	ANNUAL BUDGET
Salary & Wages	\$0	\$0	\$0
Other	\$0	\$0	\$0
Client Support funding	\$0	\$0	\$0
Volunteer Remuneration	\$0	\$0	\$0
<b>TOTAL EXPENDITURE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>SURPLUS/DEFICIT</b> (Total Income less Total Expenditure)	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Comments			

EXPENDITURE	
Salaries and Wages	<p>Salaries and wages: 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. Contract workers: Consultancy fees paid in respect of contractors engaged in direct service delivery only.</p>
Other Costs	<p>Other costs: Auspicing fees, business planning costs, management fees, meeting expenses, volunteer costs. Accounting fees, advertising and promotion, audit fees, bank charges and fees, consultancy fees, fees and permits, licenses, loans, subscriptions and memberships, 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. Property and energy costs 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. Motor vehicle costs Fuel and oil, repairs and maintenance, motor vehicle insurance premium, registration, motor vehicle lease payments. Do NOT include vehicle purchase costs. Travel and training costs Employment support and supervision, training and development staff, travel and accommodation, volunteers costs.</p>
Client Support Funding	<p>Client Support Funding: Client support funding is used to make purchases on behalf of offenders and victims. The funding aims to assist people in immediate need to engage with the court process and/or access treatment and support services that will help them address the underlying contributors to their offending behaviour and/or contribute and supports their independence. Examples include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Pre-loaded go cards or other forms of public transport tickets</li> <li>• Food vouchers</li> <li>• Hygiene packs</li> <li>• ID requirements including:</li> <li>• an adult proof of age card;</li> <li>• a driver's licence; or</li> <li>• a learner driver's licence</li> </ul> <p>Examples of client support being used to purchase a service include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Physical/mental health assessments</li> <li>• Therapeutic/rehabilitation programs</li> <li>• Training courses</li> </ul>



<b>Volunteer Remuneration</b>	<p><b>Court attendance allowance</b>                  Commitment to pay an allowance direct to Elders and/or Respected Persons who have been active during court attendance.                  Payments to submit court reports and submissions                  Commitment to pay Elders and/or Respected Persons direct for the preparation of written reports including but not limited to:</p> <ul style="list-style-type: none"> <li>• Written ball submissions</li> <li>• Murri Court entry report</li> <li>• Written sentence report</li> <li>• Murri Court sentence report</li> </ul> <p><b>Facilitation of cultural programs</b>                  Commitment to pay Elders and/or Respected Persons for the facilitation of cultural programs including but not limited to:</p> <ul style="list-style-type: none"> <li>• Yarning circles</li> <li>• Men's Groups</li> <li>• Women's Groups</li> </ul> <p><b>Catering</b>                  Budget to provide catering at meetings or events where Elders and/or Respected Persons are in attendance.</p>
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- Is your organisation GST registered? Yes/No
- Has a Business Activity Statement for the previous period been remitted to the Australian Taxation Office in this period by the due date? Yes/No
- Has a Superannuation contribution for the previous period been paid in this period by the statutory due date? Yes/No

<p>We certify that we have sighted the income and expenditure for this period and that the information provided is a true account of the organisation's financial position, as it related to departmental funding. We also certify that these funds have been used as agreed in the Service Agreement.</p>	
<p><b>Signed by:</b>  <b>Position:</b>  <b>Date:</b></p>	<p><b>Signed by:</b>  <b>Position:</b>  <b>Date:</b></p>



## FUNDING SCHEDULE: 6

### 1. SERVICE AGREEMENT

This Funding Schedule relates to Service Agreement number 523448 for the Ipswich Community Justice Group.

### 2. IMPORTANT DATES

Schedule Start Date	1 July 2020
Schedule End Date	30 June 2023

### 3. FUNDING UNDER FUNDING SCHEDULE

#### 3.1 Per annum Funding

Description	Funding amount (excl. GST)
Salary and wages	Sch 4/3/2
Other	
Volunteer remuneration	
Total Funding (per annum)	

#### 3.2 One-off Funding

##### (a) One-off Funding for purchase of Assets

Description	Funding amount (excl. GST)
Not applicable	\$0
Total Funding	\$0

##### (b) Other one-off Funding

Description	Funding amount (excl. GST)
Not applicable	\$0
Total Funding	\$0

#### 4. DETAILS ABOUT SERVICES

##### 4.1. Services

The Services you must deliver are specified below.

<b>Target group (s)</b>	<p>Aboriginal and Torres Strait Islander people in your community and in contact with the Justice system; providing support services in the following areas:</p> <ul style="list-style-type: none"> <li>- Prevention, Awareness and Education</li> <li>- Early Intervention</li> <li>- Within the court process</li> <li>- While in custody and under supervision</li> <li>- Transition to community</li> </ul>
<b>Service type (s)</b>	<p>Magistrates Court Support</p> <ul style="list-style-type: none"> <li>• You will deliver tasks as described at 8.1 Magistrates Court in the attached CJG Program Guidelines (also available on our Website)</li> <li>• You will attend Magistrate Court in Ipswich as per dates published under Magistrates Court, found via Queensland Courts website <a href="http://www.courts.qld.gov.au/daily-law-lists/court-calendars">http://www.courts.qld.gov.au/daily-law-lists/court-calendars</a> (updated annually).</li> </ul> <p>Murri Court</p> <ul style="list-style-type: none"> <li>• You will deliver tasks as described at 8.2 Murri Court in the attached CJG Program Guidelines (also available on our Website)</li> <li>• You will attend Murri Court in Ipswich as per dates published under Magistrates Court, found via Queensland Courts website <a href="http://www.courts.qld.gov.au/daily-law-lists/court-calendars">http://www.courts.qld.gov.au/daily-law-lists/court-calendars</a> (updated annually).</li> </ul>
<b>Service particulars</b>	<p>Murri Court – Community Related activities</p> <ul style="list-style-type: none"> <li>• You will escort Murri Court participants to fortnightly Men's and Women's Yarning Circles and participate in activities.</li> </ul> <p>Community Specific Activities</p> <ul style="list-style-type: none"> <li>• You will deliver court-based support to the Ipswich Childrens Court.             <ul style="list-style-type: none"> <li>o Prepare and present bail submissions to the Childrens Court</li> <li>o Prepare and present sentence submissions to the Childrens Court</li> <li>o Attend Childrens Court sittings when Aboriginal and Torres Strait Islander offenders and victims are attending</li> <li>o Refer victims and offenders to support and legal services</li> <li>o Support victims and offenders through court processes</li> </ul> </li> </ul>

<b>Service Outlet</b>	Name	Ipswich Community Justice Group
	Operating Hours	Monday to Friday 8:30am to 4:30pm

	After hours and closure arrangements	Contact via phone
	Geographic catchment area	Ipswich and outer suburbs Inala Gatton Lowood Ladley Fernvale Galles Outer Brisbane suburbs
Address	Postal address	PO BOX 4073 RACEVIEW QLD 4305
	Street address	Ipswich Magistrates Court, Ellenborough Street, Ipswich QLD 4305
Contact Details	Name	Sch 4/3/3
	Position	Murri Court Coordinator
	Telephone	07 3281 1473
	Mobile	
	Email	

#### 4.2 Deliverables

The required Deliverables for the Services are specified below.

Quarterly meetings	
Measure	Target
Convene meetings between DJAG, Five Bridges and Ipswich CJG representatives	1 meeting per quarter by the 28 <sup>th</sup> day after the end of the quarter

Magistrate Court Support	
Measure	Target
Number of court proceedings attended out of total number of proceedings	Coordinator and/or CJG representative attendance at 60% of proceedings involving Aboriginal and Torres Strait Islander offenders/victims
Number of offenders supported through court attendance	*Number of offenders
Number of victims supported through court attendance	*Number of victims
Number of victims referred to support	*Number of victims
Number of court submissions for offenders (written or oral)	Submissions for 80% of court attendances
Indigenous Justice Program conducts an analysis of random samples of court submissions and completes a post court report after viewing court – 6 monthly	100% of submissions are culturally appropriate and take into account person's relationship to community
Number of training opportunities attended this quarter	*Number of training opportunities



Percentage of offenders and victims referred to support agencies after attending court	80% of offenders/victims
Interagency working group meetings attended	*Number of interagency working group meetings attended
Community events attended	*Number of community events attended
Good news stories	1 per quarter
<b>Murri Court</b>	
<b>Measure</b>	<b>Target</b>
Number of Murri court proceedings attended out of total number of Murri court proceedings	Coordinator and Elders attendance at 100% of Murri Court proceedings
Number of Murri Court Participants	*Number of participants
Number of Murri Court Entry Reports	100% of Murri Court matters
Number of Murri Court Sentence Reports	100% of Murri Court matters
Indigenous Justice Program conducts an analysis of random samples of court submissions and completes a post court report after viewing court – 6 monthly	100% of submissions are culturally appropriate and take into account person's relationship to community
Percentage of offenders and victims referred to support agencies after attending court	90% of offenders/victims
Convene Murri Court quarterly stakeholder meetings	Meetings conducted quarterly
Number of training opportunities attended this quarter (by face to face/ online)	*Number of training opportunities attended
Number of Women's Yarning Circles attended by Murri Court participants and number of participants	*Number of Women's Yarning Circles attended by Murri Court participants
Number of Men's Yarning Circles attended by Murri Court participants and number of participants	*Number of Men's Yarning Circles attended by Murri Court participants
Good news stories	1 per quarter
<b>Community Specific deliverables</b>	
<b>Children's Court support</b>	
<b>Measure</b>	<b>Target</b>
Number of Children's court proceedings attended out of total number of proceedings	Coordinator and/or CJG representative attendance at 50% of proceedings involving Aboriginal and Torres Strait Islander offenders/victims
Number of court submissions for offenders in the Children's Court (oral or written)	Submissions for 80% of court attendances
Number of offenders supported through court attendance	Number of offenders supported through court attendance
Percentage of offenders and victims referred to support agencies after attending court	80% of offenders/victims
Number of victims supported through court attendance	Number of victims supported through court attendance
Good news story	1 per quarter

\*No specific targets have been set

### 4.3 Service Delivery Requirements

It is a Service Delivery Requirement that, in delivering the Services, You must

- a) comply with all provisions titled (or that include in the title) 'Requirement'; and
- b) give consideration to all provisions titled (or that include in the title) 'Consideration'

In the named sections of the attached CJG Program Guidelines (also available on our Website) as specified

In the table following below:

Document name	Document section
CJG Program Guidelines	7.2.1 Requirement
	7.2.2 Consideration
	7.4.1 Requirement
	7.5.1 Requirement
	7.6.1 Consideration
	7.7.1 Requirement
	7.8.1 Requirement
	7.8.2 Consideration
	7.9.1 Requirement
	8.1.1 Requirement
	8.1.2 Consideration
	8.2.1 Requirement
	8.2.2 Consideration
	9.1 Requirement

## 5. EXIT STRATEGY

In the event of closure or termination of You or Your Services, You must have a plan in place addressing what will be done 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 returned and distributed by Us.

Funding duration and continuation is dependent on funds available, funding purpose, a need for the service type and a demonstrated capacity by an organisation to deliver the required services and produce outcomes.

In any circumstances where You provide Us with notice of intention to quit the auspice of the funded service, or We provide written notification of Our intention to cease funding for You, You shall undertake the following action in relation to the key areas of:

- Staff – You shall make program staff redundant according to the terms and conditions of employment contracts, and consistent with award and enterprise agreement and Service Agreement requirements.
- Service Users – You will notify Service Users of the closure as soon as practical after a decision to cease service delivery has been made. This will occur where current contact details are available and privacy and confidentiality requirements permit. Contact with Service Users may include referral to other service providers.
- Stakeholders – You will notify all stakeholders of Your Service, including referral sources and other

services providers, of the closure as soon as practical after a decision to cease service delivery has been made. Stakeholders will be invited to participate in appropriate transitional planning.

- Records – Data held as hard copy shall be boxed, labelled and archived. Electronic records will be transferred to a suitable medium and computer hard drives erased. All records will be managed according to Your Service's policy and procedures on document and data control.
- Resources – Where Your Services ceases to operate, the Assets will be distributed as directed by Us.
- Liabilities – You will undertake to extinguish all liabilities incurred through the operation of the service.
- Residual Funds – You will reimburse residual funds to the Us after liabilities have been met, including organisation, staffing and creditor obligations.

If the Service ceases because of the winding up of Your organisation, We will abide by any provisions regarding the distribution of Assets contained in the enabling Act of Your organisation or the organisation's constitution in negotiating the distribution of the Assets.

6. REPORTING REQUIREMENTS

Report	Period	Due date & Other Requirements
Quarterly Performance Report (Attachment A)	Quarterly <ul style="list-style-type: none"> <li>July – September</li> <li>Oct - December</li> <li>Jan – March</li> <li>April - June</li> </ul>	Submitted to Indigenous Justice Program by the 28 <sup>th</sup> day after the end of each quarter
Court Attendance and Submission Details (Attachment B)	Daily	Submitted to the Registry Officer within one working day after the court sitting date.
Financial Acquittal Report (Attachment C)	Quarterly <ul style="list-style-type: none"> <li>July – September</li> <li>Oct - December</li> <li>Jan – March</li> <li>April - June</li> </ul>	Submitted to Indigenous Justice Program by the 28 <sup>th</sup> day after the end of each quarter The Financial Acquittal Report will report on the following costs: <ul style="list-style-type: none"> <li>Salaries and Wages</li> <li>Other</li> <li>Volunteer Remuneration</li> </ul>
Audited Financial Statement Including separate Income and expenditure statements as requested in clause 5 of the Standard Terms.	Annual	Submitted to Indigenous Justice Program within 6 months of the end of Your financial year.  For the Service Agreement, You, as an organisation, are considered by Us to be a 'Reporting Entity' as set out in the Statement of Accounting Concepts (SAC1), <i>Definition of the Reporting Entity</i> prepared by the Public Sector Accounting Standards Board of the Australian Accounting Research Foundation and by the Accounting Standards Review Board. A copy of SAC1 can be assessed at <a href="http://www.aasb.gov.au/admin/file/content/102/c3/SAC1_8-90_2001V.pdf">http://www.aasb.gov.au/admin/file/content/102/c3/SAC1_8-90_2001V.pdf</a> . As a Reporting Entity, you must comply with standards of financial reporting as specified by the Australian Accounting Standards Board.  <u>Financial Statements Requirement 1 of 2</u> You must provide Us with an audited financial report of You, as a Reporting Entity, for each financial year*, which report is prepared at an organisation level and must be: <ol style="list-style-type: none"> <li>In the form of either a <i>General Purpose Financial Report</i> or a <i>Special Purpose Financial Report</i> (see below), as determined to be appropriate for You; and</li> <li>prepared in accordance with the <i>Australian Statements of Accounting Concepts</i> and <i>Australian Accounting Standards</i>.</li> </ol>

	<p><i>*Note: If the Service Agreement Includes more than one Funding Schedule or You have more than one Service Agreement with Us, You are only required to submit one copy of Your General Purpose Financial Report or Special Purpose Financial Report to Us for each financial year.</i></p> <p>Any <i>Special Purpose Financial Report</i> must adopt the following as minimum reporting standards:</p> <ol style="list-style-type: none"> <li>a. accrual accounting;</li> <li>b. compliance with classification, recognition and measurement guidance of the <i>Australian Accounting Standards</i> and other mandatory reporting requirements; and</li> <li>c. disclosure necessary to give a 'true and fair view' or 'present fairly' so as to ensure financial reports are not misleading.</li> </ol> <p>Any <i>Special Purpose Financial Report</i> must include:</p> <ol style="list-style-type: none"> <li>a. statement of profit and loss;</li> <li>b. statement of financial position;</li> <li>c. statement of cashflows;</li> <li>d. notes to and forming part of the financial statements;</li> <li>e. directors' statement/declaration;</li> <li>f. a 'basis of preparation' note as per the recorded board resolution regarding the basis of preparing financial reports, including all aspects of accounting standards that have not been complied with; and</li> <li>g. independent audit report.</li> </ol> <p><b>Financial Statements Requirement 2 of 2</b>  You must also provide an <i>Annual Acquittal Statement</i> for the Funding received from Us under this Funding Schedule during each financial year, which acquittal must:</p> <ol style="list-style-type: none"> <li>a. be in the form of a <i>Special Purpose Financial Report</i>;</li> <li>b. apply the <i>Australian Statements of Accounting Concepts</i> and <i>Australian Accounting Standards</i> in the same manner to that used to satisfy the requirements for annual financial reporting; and</li> <li>c. include: <ol style="list-style-type: none"> <li>i. statement of profit and loss;</li> <li>ii. statement of assets and liabilities;</li> <li>iii. directors' statement/declaration; and</li> <li>iv. independent audit report.</li> </ol> </li> </ol> <p>If You are a local government, tertiary institution or a Queensland statutory body You are only required to provide Us with an <i>Annual Acquittal Statement (Financial Statements Requirement 2)</i>.</p>
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You may also be required to provide additional information upon request by Us to allow Us to conduct an evaluation of the funded services.

**7. TIMING OF FUNDING PAYMENTS**

Payments of the Funding will be made in instalments as specified below.

<b>Funding type</b>	<b>Payment basis and due dates</b>
<i>Per quarter funding</i>	<i>Quarterly payments</i> The first quarterly instalment will be paid within 28 days after the Schedule Start Date. Provided that You are up-to-date with the Reporting Requirements, each remaining quarterly instalment will be paid to You within 28 days after You have submitted all data, statements and reports that You are required to submit during, or in relation to, the immediately preceding quarter, as specified in item 6.

## COMMUNITY JUSTICE GROUP QUARTERLY PERFORMANCE REPORT

Name of CJG:

Reporting Period:

Location:

Service Type - Magistrates Court support.

**TARGET**

**QUARTERLY RESPONSE**

**COUNTS**

Number of victims referred to support (outside of court process)

Total number of victims

Referral made to:

Cultural (CJG, yarning circles, men's and women's groups, camps)

Health

Drug and Alcohol

Education and employment training

Housing and accommodation

Legal Services

Other

Number of training opportunities attended this quarter

Who received the training, what was the training and dates attended?

Number of interagency working group meeting attended

What interagency working group meetings were attended? (name and date):

Comments:

Number of community events attended	What community activities and events were attended? (name and date):	
1 Good news stories	Good news story one:	
<b>Service Type - Murri Court</b>		
<b>TARGET</b>	<b>QUARTERLY RESPONSE</b>	<b>COUNTS</b>
Murri Court quarterly stakeholder meetings conducted quarterly (minimum 1 per quarter)	Dates of Murri Court quarterly stakeholder meetings:	
Number of training opportunities attended this quarter	Who received the training, what was the training and dates attended?	
Number of Women's Yarning Circles attended by Murri Court participants and number of participants	Total number of Women's Yarning Circles attended by Murri Court participants	
Number of Men's Yarning Circles attended by Murri Court participants and number of participants	Total number of Men's Yarning Circles attended by Murri Court participants	
1 Good news story	Good news story one:	
<b>Community Specific activities</b>		
1 Good news story	Good news story one:	



## FUNDING SCHEDULE: 7

### 1. SERVICE AGREEMENT

This Funding Schedule relates to Service Agreement number 523448 for the Maroochydore Community Justice Group.

### 2. IMPORTANT DATES

<b>Schedule Start Date</b>	1 July 2020
<b>Schedule End Date</b>	30 June 2023

### 3. FUNDING UNDER FUNDING SCHEDULE

#### 3.1 Per annum Funding

Description	Funding amount (excl. GST)
Salary and wages	Sch 4/3/2
Other	
Volunteer remuneration	
<b>Total Funding (per annum)</b>	

#### 3.2 One-off Funding

##### (a) One-off Funding for purchase of Assets

Description	Funding amount (excl. GST)
Not applicable	\$0
<b>Total Funding</b>	<b>\$0</b>

##### (b) Other one-off Funding

Description	Funding amount (excl. GST)
Not applicable	\$0
<b>Total Funding</b>	<b>\$0</b>

#### 4. DETAILS ABOUT SERVICES

##### 4.1. Services

The Services you must deliver are specified below.

<b>Target group (s)</b>	<p>Aboriginal and Torres Strait Islander people in your community and in contact with the justice system; providing support services in the following areas:</p> <ul style="list-style-type: none"> <li>- Prevention, Awareness and Education</li> <li>- Early Intervention</li> <li>- Within the court process</li> <li>- While in custody and under supervision</li> <li>- Transition to community</li> </ul>
<b>Service type (s)</b>	<p>Murri Court</p> <p>You will deliver tasks as described at 8.2 Murri Court in the attached CJG Program Guidelines (also available on our Website)</p> <ul style="list-style-type: none"> <li>• You will attend Murri Court in Maroochydore as per dates published under Magistrates Court, found via Queensland Courts website <a href="http://www.courts.qld.gov.au/daily-law-lists/court-calendars">http://www.courts.qld.gov.au/daily-law-lists/court-calendars</a> (updated annually).</li> </ul>
<b>Service particulars</b>	<p>Murri Court - Community related activities</p> <ul style="list-style-type: none"> <li>• You will actively refer Murri Court participants to monthly programs, and attend those programs to support Murri Court participants, and to identify opportunities to engage other suitable program participants with outstanding matters before the court. Programs including but not limited to: <ul style="list-style-type: none"> <li>o Yarning Circles</li> <li>o Narrative Art Therapy workshop</li> <li>o Deadly Espresso</li> <li>o Men's and Women's Group</li> <li>o Women's Healing Program</li> </ul> </li> </ul> <p>Community Specific Activities</p> <ul style="list-style-type: none"> <li>• To be developed and added through a Variation agreement</li> </ul>

<b>Service Outlet</b>	Name	Maroochydore Community Justice Group
	Operating Hours	Monday to Friday 8:30am to 4:30pm
	After hours and closure arrangements	Available via phone after hours
	Geographic catchment area	Maroochydore and surrounding Sunshine Coast suburbs
<b>Address</b>	Postal address	PO Box 5279 MAROOCHYDORE QLD 4558
	Street address	Level 3, Maroochydore Magistrates Court, Cornmeal Parade, Maroochydore QLD 4558
<b>Contact Details</b>	Name	Sch 4/3/3
	Position	Court Coordinator
	Telephone	N/A
	Mobile	
	Email	

#### 4.2 Deliverables

The required Deliverables for the Services are specified below.

<b>Quarterly meetings</b>	
<b>Measure</b>	<b>Target</b>
Convene meetings between DJAG, Five Bridges and Brisbane Murri Elders representatives	1 meeting per quarter by the 28 <sup>th</sup> day after the end of the quarter

<b>Murri Court</b>	
<b>Measure</b>	<b>Target</b>
Number of Murri court proceedings attended out of total number of Murri court proceedings	Coordinator and Elders attendance at 100% of Murri Court proceedings
Number of Murri Court Participants	*Number of participants
Number of Murri Court Entry Reports	100% of Murri Court matters
Number of Murri Court Sentence Reports	100% of Murri Court sentences
Indigenous Justice Program conducts an analysis of random samples of court submissions and completes a post court report after viewing court – 6 monthly	100% of submissions are culturally appropriate and take into account person's relationship to community
Percentage of offenders and victims referred to support agencies after attending court	90% of offenders/victims
Convene Murri Court quarterly stakeholder meetings	Meetings conducted quarterly
Number of training opportunities attended this quarter	*Number of training opportunities attended
Number of referrals to the programs	*Number of referrals to programs
Number of times the CJG members attend the program	*Number of CJG members who attended programs
Good news stories	2 per quarter

**4.3 Service Delivery Requirements**

It is a Service Delivery Requirement that, in delivering the Services, You must

- a) comply with all provisions titled (or that include in the title) 'Requirement'; and
- b) give consideration to all provisions titled (or that include in the title) 'Consideration'

In the named sections of the attached CJG Program Guidelines (also available on our Website) as specified in the table following below:

Document name	Document section
CJG Program Guidelines	7.2.1 Requirements
	7.2.2 Consideration
	7.4.1 Requirement
	7.5.1 Requirement
	7.6.1 Consideration
	7.7.1 Requirement
	7.8.1 Requirement
	7.8.2 Consideration
	7.9.1 Requirement
	8.2.1 Requirement
	8.2.2 Consideration
	9.1 Requirement

**5. EXIT STRATEGY**

In the event of closure or termination of You or Your Services, You must have a plan in place addressing what will be done 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 returned and distributed by Us.

Funding duration and continuation is dependent on funds available, funding purpose, a need for the service type and a demonstrated capacity by an organisation to deliver the required services and produce outcomes.

In any circumstances where You provide Us with notice of intention to quit the auspice of the funded service, or We provide written notification of Our intention to cease funding for You, You shall undertake the following action in relation to the key areas of:

- Staff – You shall make program staff redundant according to the terms and conditions of employment contracts, and consistent with award and enterprise agreement and Service Agreement requirements.

- **Service Users** – You will notify Service Users of the closure as soon as practical after a decision to cease service delivery has been made. This will occur where current contact details are available and privacy and confidentiality requirements permit. Contact with Service Users may include referral to other service providers.
- **Stakeholders** – You will notify all stakeholders of Your Service, including referral sources and other services providers, of the closure as soon as practical after a decision to cease service delivery has been made. Stakeholders will be invited to participate in appropriate transitional planning.
- **Records** – Data held as hard copy shall be boxed, labelled and archived. Electronic records will be transferred to a suitable medium and computer hard drives erased. All records will be managed according to Your Service's policy and procedures on document and data control.
- **Resources** – Where Your Services ceases to operate, the Assets will be distributed as directed by Us.
- **Liabilities** – You will undertake to extinguish all liabilities incurred through the operation of the service.
- **Residual Funds** – You will reimburse residual funds to the Us after liabilities have been met, including organisation, staffing and creditor obligations.

If the Service ceases because of the winding up of Your organisation, We will abide by any provisions regarding the distribution of Assets contained in the enabling Act of Your organisation or the organisation's constitution in negotiating the distribution of the Assets.

## 6. REPORTING REQUIREMENTS

Report	Period	Due date & Other Requirements
Quarterly Performance Report (Attachment A)	Quarterly <ul style="list-style-type: none"> <li>• July – September</li> <li>• Oct - December</li> <li>• Jan – March</li> <li>• April - June</li> </ul>	Submitted to Indigenous Justice Program by the 28 <sup>th</sup> day after the end of each quarter
Court Attendance and Submission Details (Attachment B)	Daily	Submitted to the Registry Officer within one working day after the court sitting date.
Financial Acquittal Report (Attachment C)	Quarterly <ul style="list-style-type: none"> <li>• July – September</li> <li>• Oct - December</li> <li>• Jan – March</li> <li>• April - June</li> </ul>	Submitted to Indigenous Justice Program by the 28th day after the end of each quarter The Financial Acquittal Report will report on the following costs: <ul style="list-style-type: none"> <li>• Salaries and Wages</li> <li>• Other</li> <li>• Volunteer Remuneration</li> </ul>
Audited Financial Statement including separate income and expenditure statements as requested in clause 5 of the Standard Terms.	Annual	Submitted to Indigenous Justice Program within 6 months of the end of Your financial year.  For the Service Agreement, You, as an organisation, are considered by Us to be a 'Reporting Entity' as set out in the Statement of Accounting Concepts (SAC1), <i>Definition of the Reporting Entity</i> prepared by the Public Sector Accounting Standards Board of the Australian Accounting Research Foundation and by

	<p>the Accounting Standards Review Board. A copy of SAC1 can be assessed at <a href="http://www.aasb.gov.au/admin/file/content/102/c3/SAC1_8-90_2001V.pdf">http://www.aasb.gov.au/admin/file/content/102/c3/SAC1_8-90_2001V.pdf</a>. As a Reporting Entity, you must comply with standards of financial reporting as specified by the Australian Accounting Standards Board.</p> <p><b>Financial Statements Requirement 1 of 2</b>  You must provide Us with an audited financial report of You, as a Reporting Entity, for each financial year*, which report is prepared at an organisation level and must be:</p> <ol style="list-style-type: none"> <li>in the form of either a <i>General Purpose Financial Report</i> or a <i>Special Purpose Financial Report</i> (see below), as determined to be appropriate for You; and</li> <li>prepared in accordance with the <i>Australian Statements of Accounting Concepts</i> and <i>Australian Accounting Standards</i>.</li> </ol> <p><i>*Note: If the Service Agreement includes more than one Funding Schedule or You have more than one Service Agreement with Us, You are only required to submit one copy of Your General Purpose Financial Report or Special Purpose Financial Report to Us for each financial year.</i></p> <p>Any <i>Special Purpose Financial Report</i> must adopt the following as minimum reporting standards:</p> <ol style="list-style-type: none"> <li>accrual accounting;</li> <li>compliance with classification, recognition and measurement guidance of the <i>Australian Accounting Standards</i> and other mandatory reporting requirements; and</li> <li>disclosure necessary to give a 'true and fair view' or 'present fairly' so as to ensure financial reports are not misleading.</li> </ol> <p>Any <i>Special Purpose Financial Report</i> must include:</p> <ol style="list-style-type: none"> <li>statement of profit and loss;</li> <li>statement of financial position;</li> <li>statement of cashflows;</li> <li>notes to and forming part of the financial statements;</li> <li>directors' statement/declaration;</li> <li>a 'basis of preparation' note as per the recorded board resolution regarding the basis of preparing financial reports, including all aspects of accounting standards that have not been complied with; and</li> <li>independent audit report.</li> </ol> <p><b>Financial Statements Requirement 2 of 2</b>  You must also provide an <i>Annual Acquittal Statement</i> for the Funding received from</p>
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		<p>Us under this Funding Schedule during each financial year, which acquittal must:</p> <ol style="list-style-type: none"> <li>a. be in the form of a <i>Special Purpose Financial Report</i>;</li> <li>b. apply the <i>Australian Statements of Accounting Concepts and Australian Accounting Standards</i> in the same manner to that used to satisfy the requirements for annual financial reporting; and</li> <li>c. include: <ol style="list-style-type: none"> <li>i. statement of profit and loss;</li> <li>ii. statement of assets and liabilities;</li> <li>iii. directors' statement/declaration; and</li> <li>iv. independent audit report.</li> </ol> </li> </ol> <p>If You are a local government, tertiary institution or a Queensland statutory body You are <b>only</b> required to provide Us with an Annual Acquittal Statement (<i>Financial Statements Requirement 2</i>).</p>
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You may also be required to provide additional information upon request by Us to allow Us to conduct an evaluation of the funded services.

#### 7. TIMING OF FUNDING PAYMENTS

Payments of the Funding will be made in instalments as specified below.

Funding type	Payment basis and due dates
<i>Per quarter funding</i>	<p><b>Quarterly payments</b></p> <p>The first quarterly instalment will be paid within 28 days after the Schedule Start Date. Provided that You are up-to-date with the Reporting Requirements, each remaining quarterly instalment will be paid to You within 28 days after You have submitted all data, statements and reports that You are required to submit during, or in relation to, the immediately preceding quarter, as specified in item 6.</p>

**COMMUNITY JUSTICE GROUP QUARTERLY PERFORMANCE REPORT**

<b>Name of CJG:</b>		
<b>Reporting Period:</b>		
<b>Location:</b>		
<b>Service Type - Murri Court</b>		
<b>TARGET</b>	<b>QUARTERLY RESPONSE</b>	<b>COUNTS</b>
Murri Court quarterly stakeholder meetings conducted quarterly (minimum 1 per quarter)	Dates of Murri Court quarterly stakeholder meetings:	
Number of training opportunities attended this quarter	Who received the training, what was the training and dates attended?	
2 Good news stories	Good news story one:  Good news story two:	
Number of Murri Court participants referred to monthly programs	Number of Murri Court participants referred	
Number of occasions CJG members attended monthly programs	Number of occasions CJG members attended monthly programs.  Please list the name of the programs attended.	
<b>Community Specific activities</b>		
Not currently part of Service Agreement – still to be developed		