

Summary Document ONLY

**PLEASE BE AWARE THAT
THIS PDF FILE
CANNOT BE PRINTED**

**IT IS BROWSABLE ON-SCREEN ONLY AND IS PROVIDED
FOR YOUR INFORMATION TO DECIDE WHETHER TO
BECOME A PROSPECTIVE TENDERER ONLY**

Note: This file may contain a brief scope statement, or an extract from the RFT documents, or a full exhibited copy – depending on the specific circumstances.

To participate in this tender process you **MUST** first download or order a full copy of the Request for Tender (RFT) documents, including the responsible components, and any addenda issued to date.

To do this return to the RFT web page on this web site and copy the RFT documents to your own computer or network – the blue “**DOWNLOAD A SOFT COPY**” link at the bottom provides access to the page from which you can do this.



Services,
Technology &
Administration

NSW Procurement – Contracting Services is a Business Unit of the NSW
Department of Services, Technology & Administration

**NSW Procurement – Contracting Services invites this tender for and on behalf
of the NSW Government State Contracts Control Board**

PART A

OVERVIEW AND CONDITIONS OF TENDER

Request for Tender 1000852 for Alcohol and Other Drug
Residential Rehabilitation Programs for Adolescents in Coffs
Harbour and Dubbo, for the NSW Department of Human
Services, Juvenile Justice

Tender Issue Date: 3 May 2010

Closing Date: Thursday 27 May 2010

Closing Time: 9:30 am Sydney Time

COPYRIGHT

This Request for Tender document ("RFT") has been prepared by NSW Procurement – Contracting Services for the State Contracts Control Board for and on behalf of the Crown in right of the State of New South Wales. This RFT is protected by Crown copyright.

© State of New South Wales – NSW Procurement – Contracting Services, for and on behalf of the Crown in right of the State of New South Wales, 2001.

All rights reserved. No part of this RFT may be produced by any process, electronic or otherwise, in any material form or transmitted to any other person or stored electronically in any form, without the prior written permission of the State of New South Wales, except as permitted under the *Copyright Act 1968*.

For the purposes of this RFT inquiries should be directed to the Contact Officer nominated in Part A. Other matters should be directed to:

General Manager
Tendering & Contracting
NSW Procurement
Government Services Division
NSW Department of Services, Technology & Administration
McKell Building
2-24 Rawson Place
Sydney NSW 2000
Tel: (02) 9372 8953
Fax: (02) 9372 7533

DISCLAIMER

This template has been developed by the NSW Department of Services, Technology & Administration ("DSTA") solely for its own purposes and use. While DSTA has made every effort to ensure the template is free from material error, it may not be accurate or up to date in all respects and DSTA does not warrant the accuracy or completeness of the template. DSTA specifically disclaims any liability, loss or risk, personal or otherwise, which may be incurred as a consequence, directly or indirectly from the use of the template.

Alcohol and Other Drug Residential Rehabilitation Programs for Adolescents in Coffs Harbour and Dubbo, for the Department of Human Services, Juvenile Justice

REQUEST FOR TENDER - PART A – OVERVIEW AND CONDITIONS OF TENDER 4

1	Definitions	4
2	Outcome	5
3	Scope of RFT	5
4	RFT Structure	6
5	Best Price and Cost Structure	6
6	Tender Preparation	6
7	Eligibility to Tender	6
8	Tender Process	7
9	Evaluation Process	12
10	Method of Acceptance	14
11	Disclosure Information	14
12	Complaints Procedure	14

REQUEST FOR TENDER - PART A – OVERVIEW AND CONDITIONS OF TENDER

1 Definitions

Unless the context indicates otherwise, the following terms, where used in Parts A and B of this Request For Tender (“RFT”), shall have the meanings set out below.

“**ABN**” means an Australian Business Number as provided in GST law.

“**Addendum**” means an addition to this RFT made by the Board before Closing Date and Closing Time.

“**Agreement**” means the proposed funding agreement to be made between the Principal and the Contractor in the form of Part C to this RFT.

“**Alternative Tender**” means a Non-Conforming Tender that is intended to offer a different method of meeting the object and intent of the requirement.

“**Board**” means the State Contracts Control Board established under the Public Sector Employment and Management Act 2002 whose responsibilities include:

- (a) Inviting and accepting tenders;
- (b) Determining the conditions under which tenders are invited or accepted;
- (c) Entering into contracts on behalf of the Crown in right of the State of New South Wales; and
- (d) Ongoing contract administration and management, and includes the duly authorised delegates of the Board, including officers of NSW Procurement – Contracting Services.

“**Client**” means a person who has met the criteria for assistance under the rehabilitation program administered by Department of Human Services, Juvenile Justice (“Juvenile Justice”).

“**Closing Date and Closing Time**” means the Closing Date and Closing Time for receipt of tenders specified in the cover sheet of this RFT.

“**Code**” means the NSW Government Code of Practice for Procurement as amended from time to time, together with any other codes of practice relating to procurement, including any amendments to such codes that may be applicable to the particular RFT. The Code can be viewed and downloaded from:
http://www.nswprocurement.com.au/Government-Procurement-Frameworks/Files/code_of_prac-curr.aspx

“**Conforming Tender**” means a tender that conforms in all material aspects to:

- (a) the Specification;
- (b) the terms and conditions of Part C;
- (c) other parts of this RFT; and
- (d) is in the prescribed form.

“**Contractor**” means a tenderer who has entered into an Agreement with the Principal.

“**GST**” means a goods and services tax and has the same meaning as in the GST Law.

“**GST Law**” means any law imposing a GST And includes A New Tax System (Goods & Services Tax) Act 1999 (C’t’h) or if that Act does not exist, means any Act imposing, or relating to a GST and any regulation made under those Acts.

“Non-Conforming Tender” means a tender that does not conform in all material aspects to:

- (a) the Specification;
- (b) the terms and conditions of Part C;
- (c) other Parts of this RFT; and
- (d) is not in the prescribed form.

“NSW Procurement - Contracting Services” means a business unit of the NSW Department of Services, Technology & Administration representing the Board and authorised to arrange and administer contracts on behalf of the Board.

“Principal” means Juvenile Justice, the party executing the proposed Agreement with the successful tenderer.

“Resident” has the same meaning as Client.

“Services” means the services sought under this RFT, as detailed in the Specification.

“Specification” means the detailed description of the Services contained in Annexure 1 to Part B.

“State Contracts Control Board” is the Board.

2 Outcome

- 2.1 This RFT is issued by the State Contracts Control Board for the provision of services to Clients of Juvenile Justice involving residential alcohol and drug rehabilitation as outlined in Annexure 1 to Part B.
- 2.2 The Board is responsible for the delivery of the tender process, assisted by NSW Procurement – Contracting Services, whilst the proposed Agreement will be executed between Juvenile Justice and the successful tenderer/s.
- 2.3 The key outcome of this RFT is to provide a procurement solution (through the proposed Agreement) for the required Services which meets the needs of Juvenile Justice.

3 Scope of RFT

3.1 Services

- 3.1.1 The Services involve residential alcohol and drug rehabilitation programs for young people, especially for young offenders and Aboriginal young people. It is envisaged that the Services will be conducted from Juvenile Justice premises located at Coffs Harbour and Dubbo.
- 3.1.2 The purpose of the rehabilitation facilities is to provide a comprehensive treatment program for 13 to 18 year old adolescents with alcohol and other drug problems who are Clients of Juvenile Justice or are at risk of becoming Clients.
- 3.1.3 The Service will provide an evidence based treatment program, comprising a range of interventions that aim to ensure lasting change and assist reintegration into community living. These include: behavioural treatment approaches; social and community living skills; vocational, educational and other training relevant to the young person's needs; recreation; counselling; groupwork; active family involvement and family-focused counselling and relapse prevention.
- 3.1.4 A detailed description of the Services is provided in Annexure 1 to Part B.
- 3.1.5 The intention is to appoint one tenderer for the Coffs Harbour contract and one tenderer for the Dubbo contract. The same organisation can be appointed for both locations.

3.2 Contract Duration

- 3.2.1 It is envisaged that the term of the proposed Agreement will be 1 year preferably commencing 1 July 2010, which may be extended by up to two further periods, each of two years duration, at the sole discretion of Juvenile Justice.

4 RFT Structure

4.1 Interpretation

- 4.1.1 Definitions of terms used in Parts A and B are contained in clause 1 of this Part.

4.2 RFT Structure

- 4.2.1 This RFT comprises three Parts as follows:

Overview and Conditions of Tender – Part A

It is an executive summary of the scope of the RFT and provides the terms, conditions and procedures governing the tender process.

Tender Response – Part B

These are response schedules which are required by the Board to evaluate the tenderers' offers. It also provides at Annexure 1 a detailed description of the Services to be provided which will form part of the Agreement to be executed between the successful tenderer and the Principal.

Agreement - Part C

This is the conditions of contract to be executed between the successful tenderer and the Principal.

- 4.2.2 If submitting a tender, retain Parts A and C. Part B, once completed, forms the tender, and is to be submitted in accordance with Part A.
- 4.2.3 Part C is to be executed later by the successful tenderer and the Principal to form the Agreement.

5 Best Price and Cost Structure

- 5.1.1 Tenderers are encouraged to provide their best price with their tender. Whilst the Board reserves the right to negotiate pre award, such negotiations may not occur and it is not the Board's preference.
- 5.1.2 It is important that tenderers realise they may not be short listed for further consideration if they do not provide their best price with their initial tender.

6 Tender Preparation

6.1 Tenderer to Inform Itself

- 6.1.1 Before submitting its tender, a tenderer must examine all information relevant to the risks and contingencies and other circumstances having an effect on its tender; and satisfy itself that:
- (a) the tender, including the tender price is correct; and
 - (b) it is financially and practically viable for it to enter into and perform the proposed Agreement.

7 Eligibility to Tender

7.1 Legal Entity of Tenderer

- 7.1.1 Tenders must be submitted by a legal entity or, if a joint tender, by legal entities, with the capacity to contract. The Principal will only enter into an Agreement with such legal entity or entities.

- 7.1.2 The Board may ask a tenderer to provide evidence of its legal status or capacity to contract. If tenders from entities propose to contract in their capacity as trustees, such evidence may include copies of the relevant trust deeds. Any evidence requested is to be provided within three working days of the request.

7.2 Financial Capability of Tenderer

- 7.2.1 The Board reserves the right to reject any tender if the Board judges the tenderer not to have appropriate financial capability.
- 7.2.2 Where the Board forms the view that the tenderer does not have the appropriate financial capability, the Board reserves the right to make acceptance of any tender conditional upon the tenderer entering into a bank, parent company or personal guarantee, or an unconditional performance bond in a form satisfactory to the Board.

7.3 ABN Requirements

- 7.3.1 The Principal will not enter into an Agreement with a tenderer that does not have an Australian Business Number and is not registered for GST. Normally, tenderers must be registered for GST and state their ABN in their tender.
- 7.3.2 Tenders from tenderers that do not have an ABN and/or are not registered for GST, such as tenderers commencing business in Australia, may be considered at the Board's discretion if the tenderer demonstrates that it will obtain an ABN and GST registration before entering into an Agreement with the Principal. Such tenderers must state how and when they intend to obtain an ABN and register for GST in their tender response.

8 Tender Process

8.1 Inspection of Premises

- 8.1.1 The Juvenile Justice facilities at Coffs Harbour and Dubbo may be inspected by prospective tenderers at the following times:

Dubbo

Monday 10 May between 11.00 am and 12 midday

Wednesday 12 May between 2.00 pm and 3.00 pm

Coffs Harbour

Thursday 13 May between 1.00 pm and 2.00 pm

Friday 14 May between 11.00 am and 12 midday

- 8.1.2 Tenderers should book an inspection time by contacting the following officers:

Dubbo

Name: Karon Cosier
Telephone: 6881 0777
Email: karon.cosier@djj.nsw.gov.au

Coffs Harbour

Name: Gary Crawford
Telephone: 6623 4203
Email: gary.crawford@djj.nsw.gov.au

- 8.1.3 The address of each facility is as follows:

Dubbo: Windorah Park, 14L Furneys Road

Coffs Harbour: 113 Albany Street

8.2 Contact Officer

- 8.2.1 The Contact Officer for this RFT is the Principal Procurement Specialist, NSW Procurement, Contracting Services.

8.2.2 Enquiries regarding this RFT should be directed to the Client Support Centre, telephone 1800 NSW BUY, email: nswbuy@services.nsw.gov.au The Client Support Centre will refer enquiries to the Contact Officer where appropriate.

8.2.3 Any information given to a tenderer to clarify any aspect of this RFT will also be given to all other tenderers if in the Board's opinion the information would unfairly favour the inquiring tenderer over other tenderers.

8.3 Conformity of Tenders

8.3.1 The Board seeks Conforming Tenders.

8.3.2 Non-Conforming Tenders may be excluded from the tender process without further consideration at the Board's discretion.

8.4 Alternative Tenders

8.4.1 Tenderers may, if they choose, submit an Alternative Tender. An Alternative Tender must be clearly marked "Alternative Tender".

8.5 Submission of Tenders

8.5.1 Prices, responses and other information provided in the tender are to be in writing and in English. The tender price must be in Australian dollars.

8.5.2 Tenderers must complete all of Part B of this RFT as directed and must not amend any of the questions provided.

8.5.3 Tenderers should notify the Contact Officer in writing before the Closing Date and Closing Time if they find any discrepancy, error or omission in this RFT.

8.5.4 Tenders must be provided in Microsoft Word 2003 and/or Microsoft Excel 2003. Please note pdf files are acceptable.

8.5.5 Tenderers must ensure that all excel or word attachments can be opened and viewed by Microsoft Excel 2003 or Microsoft Word 2003. Other formats for the attachments are only to be submitted if an arrangement has first been made with the Contact Officer prior to lodgment of the tender.

8.5.6 It is recommended that electronic files be kept as small as practical and the lodgment files below a size of 7 MB, as the limitations of the Internet and communications may affect the successful transmittal and receipt of large files.

8.6 Tender Lodgement

8.6.1 Tenders must be fully received by the Closing Date and Closing Time.

8.6.2 A tender must be lodged electronically to the electronic tender box for this RFT via the NSW Department of Services, Technology & Administration tenders website at: <https://tenders.nsw.gov.au/commerce> (Login as a system user, locate the web page for this RFT and follow the on screen instructions to lodge the tender).

8.6.3 The lodgement can only be made by a registered system user of the NSW Government eTendering system.

8.7 Electronic Tenders

8.7.1 A tender submitted electronically will be treated in accordance with the *Electronic Transactions Act 2000* (NSW).

8.7.2 A tenderer, by electronically lodging a tender, is taken to have accepted conditions shown in the conditions and rules on the NSW Department of Services, Technology & Administration tenders website at <https://tenders.nsw.gov.au/commerce>.

8.7.3 A tenderer must follow the following directions:

- (a) A RFT for which electronic lodgement is available through the website can be identified by the blue "Lodge a Response" link on the web pages for the RFT.
- (b) To lodge a tender electronically, the files containing the tenderer's response must be up-loaded through the website to the NSW Government eTendering system.

Access to the up-loading process is through the blue “Lodge a Response” link, then following the steps and instructions on the NSW Department of Services, Technology & Administration tenders website and any instructions which may have been supplied with the RFT documents, advertisement or invitation.

- 8.7.4 A tenderer must observe the following format for lodgements:
- (a) An electronically lodged tender must be lodged in a file format required by the RFT (refer clause 8.5.4).
 - (b) If a tenderer compresses files, it must be possible to decompress them using WinZip. A tenderer must not submit self-extracting (*.exe) zip files.
 - (c) A tenderer must not change pre-existing text in the RFT other than to insert the required information.
 - (d) The file/s name/s must have an extension and not have invalid characters or file names/loading path names too long for the system, as detailed on the NSW Department of Services, Technology & Administration tenders website.
- 8.7.5 Signatures are not required for an electronic tender. A tenderer must ensure that a tender response is authorised by the person or persons who may do so on behalf of the tenderer and appropriately identify the person and indicate the person’s approval of the information communicated.
- 8.7.6 Electronically submitted tenders may be made corrupt or incomplete, for example by computer viruses. The Board may decline to consider for acceptance a tender that cannot be effectively evaluated because it is incomplete or corrupt. Tenderers must note that:
- (a) To reduce the likelihood of viruses, a tenderer must not include any macros, applets, or executable code or files in a tender response.
 - (b) A tenderer should ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.
- 8.7.7 The Board will not be responsible in any way for any loss, damage or corruption of electronically submitted tenders.
- 8.7.8 If a tenderer experiences any persistent difficulty with the NSW Department of Services, Technology & Administration tenders website in submitting a tender or otherwise, it is encouraged to advise the Contact Officer promptly in writing.
- 8.7.9 If there is an extended defect or failure of the NSW Department of Services, Technology & Administration tenders website or eTendering system and the Board is advised, the tender Closing Date and Closing Time may be extended provided that, in the view of the Board, the RFT process will not be compromised by such an extension.
- 8.7.10 Tenderers may break down the lodgement of large tenders into smaller packages if clearly identified e.g. package 1 of 3; 2 of 3; 3 of 3.
- 8.7.11 If a tenderer provides multiple lodgements, the latest tender received will be the tender to be evaluated unless the tenderer provides clear directions to whether the lodgement is:
- (a) an Alternative Tender,
 - (b) supporting information, or
 - (c) a further part of a tender that has had previous lodgement.

8.8 Tender Validity Period

- 8.8.1 The lodged tender will remain open for acceptance by the Board for a period of six months from the Closing Date and Closing Time for tenders.

8.9 Late Tenders

- 8.9.1 Late tenders shall not be considered unless the Board is satisfied that the integrity and competitiveness of the tendering process has not been compromised. The Board shall not penalise any tenderer whose tender is received late if the delay is due solely to mishandling by the Board.

8.10 Extension of Closing Date and Closing Time

- 8.10.1 The Board may, in its discretion, extend the Closing Date and Closing Time.

8.11 Corruption or Unethical Conduct

- 8.11.1 Tenderers must comply with the requirements of the Department of Services, Technology & Administration Business Ethics Statement, which is available at the link below and must disclose any conflicts of interests in Part B.

- 8.11.2 If a tenderer, or any of its officers, employees, agents or sub-contractors is found to have

- (a) offered any inducement or reward to any public servant or employee, agent or sub-contractor of the Board, the Principal, or the NSW Government in connection with this RFT or the submitted tender;
- (b) committed corrupt conduct in the meaning of the Independent Commission Against Corruption Act 1988;
- (c) a record or alleged record of unethical behaviour; or not complied with the requirements of Department of Services, Technology & Administration Business Ethics Statement available at:
<http://www.services.nsw.gov.au/About+Commerce/Business+ethics+statement/Business+ethics+statement.htm>;

this may result in the tender not receiving further consideration.

- 8.11.3 The Board may, in its discretion, invite a relevant tenderer to provide written comments within a specified time before the Board excludes the tenderer on this basis.
- 8.11.4 If the Board and/or the Principal become/s aware of improper conflict of interests by a successful tenderer after an Agreement has been executed, the Principal reserves the right to terminate the Agreement.

8.12 Code of Practice for Procurement

- 8.12.1 In submitting its tender, the tenderer signifies agreement to comply with the Code.
- 8.12.2 Failure to comply with the Code may be taken into account by the Board when considering the tenderer's tender or any subsequent tender, and may result in the tender being passed over.

8.13 Prescribed Form of Tender

- 8.13.1 The tender, including any Alternative Tender, must comprise a completed Part B and any attachments to Part B, as may be necessary. Any attachments should be labelled to identify those clauses of the RFT to which they relate.
- 8.13.2 The tender will be taken to be for the provision of the Services on the terms and conditions stated in Part C except to the extent that these are amended by the tender and agreed by the Board.

8.14 Addenda to RFT

- 8.14.1 If, for any reason the Board, at its sole discretion, requires the RFT to be amended before the Closing Date and Closing Time, an Addendum will be issued.
- 8.14.2 In each case, an Addendum becomes part of the RFT.
- 8.14.3 The Board, during the tender period may issue Addenda altering the RFT. In such cases, it is the obligation of the tenderer to verify if any Addenda were issued prior to closing date, even if a tender has already been submitted.

- 8.14.4 Tenderers must check the web site address <https://tenders.nsw.gov.au/commerce> and download the Addendum.

8.15 Tenderer's Costs

- 8.15.1 The tenderer acknowledges that the Board will not be liable to it for any expenses or costs incurred by it as a result of its participation in this RFT, including where the RFT has been discontinued.

8.16 Custody of Tenders After Receipt

- 8.16.1 Tenders lodged electronically to the NSW Department of Services, Technology & Administration Tenders website will be treated in accordance with the *Electronic Transactions Act 2000*.
- 8.16.2 On receipt of tenders lodged electronically to the NSW Government eTendering system, tenders are encrypted and stored in a secure "electronic tender box".
- 8.16.3 For reasons of probity and security, the Board and its agent are prevented from interrogating the electronic tender box to ascertain whether tenders have been received or for any reason, until after the Closing Date and Closing Time.
- 8.16.4 The e-mail receipt that is sent to the system user lodging the tender after successfully lodging the tender electronically to the NSW Government eTendering system is the only evidence of tender lodgement provided.

8.17 Ownership of Tenders

- 8.17.1 All tenders become the property of the Board on submission.
- 8.17.2 The Board may make copies of the tenders for any purpose related to this RFT.

8.18 Discontinuance of Tender Process

- 8.18.1 Where the Board determines that awarding a contract would not be in the public interest, the Board reserves the right to discontinue the tender process at any point, without making a determination regarding acceptance or rejection of tenders.

8.19 Variations to Tenders

- 8.19.1 At any time after the Closing Date of tenders and before the Board accepts any tender received in response to this RFT, a tenderer may, subject to clause 8.19.2, vary its tender:
- (a) by providing the Board with further information by way of explanation or clarification;
 - (b) by correcting a mistake or anomaly; or
 - (c) by documenting agreed changes to the tender negotiated under clause 9.8 of this Part A.
- 8.19.2 Such a variation may be made either:
- (a) at the request of the Board, or
 - (b) with the consent of the Board at the request of the tenderer; but only if,
 - (i) in the case of a variation requested by the tenderer under clause 8.19.1(a)-(b), it appears to the Board reasonable in the circumstances to allow the tenderer to provide the information or correct the mistake or anomaly; or
 - (ii) in the case of variation under clause 8.19.1(c) the Board has confirmed that the draft-documented changes reflect what has been agreed.
- 8.19.3 If a tender is varied in accordance with clause 8.19.1(a) or (b), the Board will provide all other tenderers whose tenders have similar characteristics with the opportunity of varying their tenders in a similar way.
- 8.19.4 A variation of a tender under clause 8.19.1 will not be permitted if in the Board's view:
- (a) it would substantially alter the original tender; or

- (b) in the case of variation under clause 8.19.1(a) or (b), it would result in the revising or expanding of a tender in a way that would give a tenderer an unfair advantage over other tenderers.

9 Evaluation Process

9.1 Tenders will be assessed against the evaluation criteria listed below which are not indicated in order of significance or to be given equal weight.

9.2 The evaluation criteria for this RFT that do not relate to price will account for 70% of the total evaluation score. The evaluation for this RFT that relate to price will account for 30% of the total evaluation score.

9.3 Information supplied by the tenderer in Part B will contribute to the assessment against each criterion. Tenderers are advised to respond clearly to all the evaluation criteria listed in this RFT.

9.4 Tenders that do not include a fully completed Part B, in particular those tenders which do not contain sufficient information to permit a proper evaluation to be conducted, or electronic tenders that cannot be effectively evaluated because the file has become corrupt, may be excluded from the tender process without further consideration at the Board's discretion.

9.5 Evaluation Criteria

9.5.1 The evaluation criteria for this RFT include but are not necessarily limited to:

- (a) Quality of the program to deliver the Services in an efficient, effective and timely manner.
- (b) Staffing establishment and structure and quality of staff.
- (c) Profile of organisation, including experience and expertise in conducting similar services.
- (d) Demonstrated financial and managerial capabilities of the organisation including supervision plan.
- (e) Commitment to working with, and understanding of, the target group.
- (f) Timeframe for commencement, transition and implementation plan.
- (g) Degree of compliance with the Specification (but not including Specification items covered in other selection criteria).
- (h) Financial viability of the tenderer.
- (i) Compliance with the NSW Government Procurement Tendering Policies and Codes of Practice.
- (j) Compliance with the proposed conditions of the Agreement at Part C.
- (k) Tender price.

9.6 Presentations/Interviews

9.6.1 The Board may, in its discretion, and as part of the evaluation process, invite one or more of the tenderers to make personal presentations, and/or be interviewed by the evaluation committee, regarding their tender. Such presentations and/or interviews shall be at the tenderer's cost.

9.6.2 Conducting a presentation or being interviewed by the evaluation committee in no way represents a commitment by the Board to accept any aspect of the tender.

9.6.3 All information obtained during the course of a presentation or interview may be taken into consideration in the evaluation of tenders.

9.7 Acceptance or Rejection of Tenders

9.7.1 The Board may assess an Alternative Tender against the evaluation criteria when submitted with a Conforming Tender.

9.7.2 The Board expressly reserves the right to accept, in its discretion, either or both of the following:

- (a) Any Alternative Tender or part of an Alternative Tender, which meets the scope and functional intent expressed in the RFT; and
- (b) Any other Non-Conforming Tender or part of a Non-Conforming Tender (not, in either case, being an Alternative Tender or part of an Alternative Tender) that, in the Board's opinion, is substantially a Conforming Tender.

9.7.3 The Board is not bound to accept the lowest tender.

9.7.4 If the Board rejects all the tenders received it may invite fresh tenders based on the same or different criteria (specifications and details contained in Alternative Tenders will not be used as the basis for the calling of new tenders).

9.8 Post Tender Negotiations

9.8.1 Before making any determination as to acceptance or rejection of tenders the Board may, at its discretion, elect to conduct negotiations with the preferred tenderer or tenderers, including those who have submitted Alternative Tenders or who have submitted substantially Conforming Tenders, to mutually improve outcomes.

9.8.2 The Board will generally not enter into negotiations to amend standard conditions of contract contained in Part C.

9.8.3 If the Board considers that none of the tenders are acceptable either due to the level of non-conformance or because they do not represent sufficient value for money, but considers that adequate conformity is achievable, negotiations may be conducted with the tenderer that submitted the most conforming tender based on the evaluation criteria. The purpose of the negotiations will be advised by the Board and made clear to the participant before the commencement of negotiations.

9.8.4 The Board may at its absolute discretion elect to conduct post tender negotiations under clause 9.8.3 with more than one tenderer in the event that it decides that the closeness of the tenders or timing constraints warrants doing so.

9.9 Exchange of Information Between Government Agencies

9.9.1 Lodgement of a tender will itself be an authorisation by the tenderer to the Board to make available, on request, to any NSW government agency information, including but not limited to, information dealing with the tenderer's performance on any contract that may be awarded. Such information may be used by the recipient NSW Government agency for assessment of suitability for pre-qualification, selective tender lists, expressions of interest or the award of a contract or termination of a contract.

9.9.2 The provision of the information by the Board to any other NSW Government agency is agreed by the tenderer to be a communication falling within *section 30 of the Defamation Act 2005 (NSW)*, and the tenderer shall have no claim against the Board and the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the tenderer arising out of the communication.

9.9.3 In the evaluation of tenders, the Board may take into account any information about the tenderer that the Board receives from any source.

- 9.9.4 To avoid doubt, information that may be collected, exchanged and used in accordance with this provision includes “personal information” about the tenderer for the purposes of the Privacy and Personal Information Protection Act 1998. Lodgement of a tender will be an authorisation by the tenderer to the Board to collect such information from third parties, and to use and exchange such information in accordance with this clause 9.9.
- 9.9.5 The tenderer’s attention is drawn to the Freedom of Information Act 1989 which obliges disclosure of certain information resulting from the tender and may confer rights, subject to the terms of that Act, to access, and to require the correction of information held by certain agencies, including tenders held by the Board.

10 Method of Acceptance

- 10.1 Acceptance of a tender or part tender will be subject to the execution of a formal Deed of Agreement in the terms of Part C. Until the Principal and the successful tenderer execute a formal Agreement there will be no legally enforceable agreement concluded between them.

11 Disclosure Information

- 11.1 Following the Board’s decision all tenderers will be notified in writing of the outcome of their tenders.
- 11.2 Details of tenderers and the outcome of the tender process will be disclosed in accordance with the Freedom of Information Act 1989 and the NSW Government Tendering Guidelines, available at:
http://www.nswprocurement.com.au/psc/nsw_government_guidelines/tendering_guidelines.aspx

12 Complaints Procedure

- 12.1 It is the NSW Government’s objective to ensure that industry is given every opportunity to win Government contracts. Should any entity feel that it has been unfairly excluded from tendering or unfairly disadvantaged by the Conditions in Part C, or the Specification in Annexure 1 to Part B, it is invited to write to:
- Chairperson
State Contracts Control Board
Level 22, McKell Building
2-24 Rawson Place
Sydney NSW 2000



Services,
Technology &
Administration

**NSW Procurement - Contracting Services is a Business Unit of the NSW
Department of Services, Technology and Administration**

**NSW Procurement – Contracting Services invites this tender for and on
behalf of the NSW Government State Contracts Control Board**

PART B

TENDER RESPONSE

Request for Tender 1000852 for Alcohol and Other Drug
Residential Rehabilitation Programs for Adolescents in
Coffs Harbour and Dubbo, for NSW Department of Human
Services, Juvenile Justice

Closing Date: Thursday 27 May 2010

Closing Time: 9:30 am Sydney Time

Tenderer's Legal Name: _____

Tenderer's Trading Name: _____

Tenderer's ABN number: _____

Contact Name: _____
<insert name to whom enquiries should be directed>

Contact Phone: _____

TABLE OF CONTENTS

PART B	TENDER RESPONSE.....	3
PART B1	INFORMATION SUPPLIED IN RESPONSE TO PART A	3
1.	INTRODUCTION	3
2.	PRICING.....	3
3.	NON PRICE SELECTION CRITERIA	4
4.	OTHER INFORMATION REQUIRED	9
5.	ADDENDA TO THIS RFT AFTER ISSUE	10
PART B2	TENDERER IDENTIFICATION DETAILS AND CONFIRMATION OF TENDER	11
1.	TENDERER IDENTIFICATION DETAILS.....	11
2.	ACKNOWLEDGEMENT AND CONFIRMATION OF TENDER.....	11
	ANNEXURE 1 TO PART B	12
	SPECIFICATION FOR ALCOHOL AND DRUG REHABILITATION PROGRAMS FOR ADOLESCENTS IN COFFS HARBOUR AND DUBBO	12
1.	INTRODUCTION	12
2.	BACKGROUND.....	12
3.	LEGISLATIVE REQUIREMENTS	13
4.	PROGRAM LOCATIONS	13
5.	TRANSITION.....	14
6.	FUNDING	14
7.	PROGRAM SPECIFICATIONS	14
8.	PROFILE OF A YOUNG OFFENDER IN NSW	18
9.	OTHER PROGRAM ISSUES	19
10.	STAFFING	20
11.	REPORTING	20
12.	EVALUATION	21

PART B TENDER RESPONSE

PART B1 INFORMATION SUPPLIED IN RESPONSE TO PART A

1. INTRODUCTION

- 1.1 The information provided in this Part will be used in the assessment of tenders. Questions have been framed to ensure responses that are relevant to the selection criteria. Please provide attachments where necessary, clearly labelled and cross-referenced.
- 1.2 References to “you” in this Part means the tenderer and all responses given will be taken to be responses of the tenderer.
- 1.3 The definitions in Part A also apply to this Part B.

2. PRICING

2.1 Instructions

- 2.1.1 Tenderers should submit prices both GST exclusive and GST inclusive.
- 2.1.2 Tendered prices must include all costs involved in satisfying the requirements of the Agreement at Part C, particularly the Specification at Annexure 1 to this Part B (which forms part of the Agreement). Tenderers should provide a price for Year 1 which incorporates any start up costs and a price per annum for years 2 and 3, (in the event that the Agreement is extended by the first two year option), and a price per annum for years 4 and 5, (in the event that the Agreement is extended by the second two year option). Please note under the Agreement the prices will only be subject to variation with changes in the scope of the services, that is, changes in the tenderer's costs such as increased wages, overheads etc will not be allowed.

2.2 Tendered Prices

Description	Tendered Price		
	Price excl GST	GST Amount	Price incl GST
Item 1 – Coffs Harbour			
Comprehensive residential rehabilitation program for 13 to 18 year old adolescents with alcohol and other drug problems in Coffs Harbour , in accordance with the Specification detailed in Annexure 1 of this Part B.			
Price for Year 1	\$_____	\$_____	\$_____
Price per annum for Years 2 and 3	\$_____ per annum	\$_____ per annum	\$_____ per annum
Price per annum for Years 4 and 5	\$_____ per annum	\$_____ per annum	\$_____ per annum

2.2 Tendered Prices cont.

Description	Tendered Price		
	Price excl GST	GST Amount	Price incl GST
Item 2 - Dubbo			
Comprehensive residential rehabilitation program for 13 to 18 year old adolescents with alcohol and other drug problems in Dubbo , in accordance with the Specification detailed in Annexure 1 of this Part B.			
Price for Year 1	\$_____	\$_____	\$_____
Price per annum for Years 2 and 3	\$_____ per annum	\$_____ per annum	\$_____ per annum
Price per annum for Years 4 and 5	\$_____ per annum	\$_____ per annum	\$_____ per annum

3. NON PRICE SELECTION CRITERIA

3.1 Tenderers are required to respond individually to each of the non price selection criteria outlined in the following spaces. The information provided will be used in the assessment of tenders.

(a) **Quality of the program to deliver the Services in an efficient, effective and timely manner.**

(i) The tenderer should provide a detailed outline of the program design including, but not limited to, what services it will deliver and the methods for delivery, philosophical overview and theoretical approach with details of policies, procedures and programs.

(ii) The tenderer should also provide any other information it deems necessary to demonstrate it meets this criterion.

(b) **Staffing establishment and structure and quality of staff.**

(i) The tenderer should provide a list of the staff proposed to deliver the services together with their curriculum vitae, qualifications, experience, skills, cultural appropriateness, and any other details in relation to their experience which would be relevant for the services required under this RFT.

- (ii) The tenderer should provide details of the staffing structure, rostering and staffing levels proposed to deliver the service including a detailed recruitment plan if additional staff have to be employed to provide the services. The tenderer should also comment on its ability to retain staff and its plan for ongoing recruitment to maintain staffing levels.
- (iii) The tenderer should provide brief details of any support staff proposed and their role in service delivery.
- (iv) The tenderer should provide details and relevant experience of any sub-contractors proposed to deliver services under the Agreement.
- (v) The tenderer should also provide any other information it deems necessary to demonstrate it meets this criterion.
- (c) **Profile of organisation, including experience and expertise in conducting similar services.**
 - (i) The tenderer should provide an overview of the organisation hereunder and general experience.
 - (ii) The tenderer should provide a list of similar past and current relevant service delivery projects (no more than 5) and provide the following information for each.

Information Required	Response
Name and location of the services	
Party who engaged your services	
Scope of the services including term of contract	
Tenderer's team members and key individuals that were associated with the services	
Value of Contract	
Other information you would like to add	

- (iii) Please provide details of the organisation's networks with related services and training programs available for the personnel involved in delivering the service.
- (iv) Please provide the names and contact details of at least 3 referees. The tenderer may also provide written referee reports if it wishes (however, this does not waive the requirement to provide contact details of 3 referees).
- (v) The tenderer should also provide any other information it deems necessary to demonstrate it meets this criterion.
- (d) **Demonstrated financial and managerial capabilities of the organisation including supervision plan.**
 - (i) The tenderer should provide details of its experience in handling financial matters associated with similar projects.
 - (ii) The tenderer should also provide details of its management structure, directors, board members, proposed contract manager, reporting lines, lines of communication, business acumen, as well as its supervision plan for the contract including details of staff proposed to manage contract service delivery.
 - (iii) The tenderer should also provide any other information it deems necessary to demonstrate it meets this criterion.
- (e) **Commitment to working with, and understanding of, the target group.**
 - (i) The tenderer should provide whatever information it deems necessary to demonstrate it meets this criterion.
- (f) **Timeframe for commencement, transition and implementation plan.**
 - (i) The tenderer should provide the timeframe required to commence the services (in days/weeks, not dates) together with detailed transition and implementation plans to commence the Services in line with that timeframe.

(g) **Degree of compliance with the Specification (but not including Specification items covered in other selection criteria).**

The Specification is provided in Annexure 1 to this Part B. The tenderer must provide a statement of compliance against each and every clause of the Specification.

The following terms are appropriate in providing a statement of compliance:

COMPLIES means:

- (a) in the case of a clause which is of an informative nature only, that the clause has been read and understood;
- (b) in the case of a clause which specifies a requirement or performance standard to be met by the tenderer, that the offer is to provide the requirement or standard.

Where appropriate, tenderers should state or describe how the requirement is or is to be met.

PARTIALLY COMPLIES means, in the case of a clause which specifies a requirement or performance standard, it can only be met subject to certain conditions. Where this is the case and the tenderer is prepared to make good on the condition, requirement or performance standard the tenderer must explain and cost the required change.

DOES NOT COMPLY means that the requirement or performance standard of the clause is not met by the offer. Full details of non-compliance must be stated.

ALTERNATIVE means that the tenderer's method, system or process either does not require the feature or the tenderer's method, system or process fully complies in a manner different to that described. In both cases a description must be provided.

SIGNIFICANTLY EXCEEDS REQUIREMENTS means, in some cases, the tender may significantly exceed the specified requirements. As this may have a bearing on the evaluation process, full details must be stated.

Any failure by the tenderer to make clear the extent of compliance or non-compliance with any clause or paragraph of the Specification may be interpreted as failure to comply with the requirement concerned when assessing the relative merits of tenders.

Your statement of compliance should be provided hereunder.

(h) **Financial viability of the tenderer.**

- (i) The tenderer must provide copies of audited financial statements for at least the last three financial years (if you are a consortium financial statements should be provided for each member of the consortium) and any other information you deem necessary to demonstrate you meet this criterion.
- (ii) The tenderer shall provide hereunder a cost breakdown of the tendered prices for Year 1, Years 2/3 and Years 4/5. As a minimum the cost breakdown should include the first year's start up costs (e.g. fixtures, fittings); labour costs such as salaries, salary on costs, including superannuation; motor vehicle costs; other equipment costs, if applicable; overheads; contingencies, etc.

(i) **Compliance with the NSW Government Procurement Tendering Policies and Codes of Practice.**

- (i) Have you have read the [NSW Government Code of Practice for Procurement](#) and taken it into consideration in preparing and submitting your tender?

Yes/No (Delete whichever is not applicable)

- (ii) Will you maintain compliance with the Code for the purposes of the Agreement, advise the Board of any breaches of the Code for the duration of the Agreement and provide evidence of compliance when requested by the Board during the course of the Agreement?

Yes/No (Delete whichever is not applicable)

(j) **Compliance with the proposed conditions of the Agreement at Part C.**

The proposed Agreement is provided in Part C. The tenderer must provide a statement of compliance against each and every clause of the Agreement.

The following terms are appropriate in providing a statement of compliance:

COMPLIES means:

- (a) in the case of a clause which is of an informative nature only, that the clause has been read and understood;
- (b) in the case of a clause which specifies a requirement or performance standard to be met by the tenderer, that the offer is to provide the requirement or standard.

Where appropriate, tenderers should state or describe how the requirement is or is to be met.

PARTIALLY COMPLIES means, in the case of a clause which specifies a requirement or performance standard, it can only be met subject to certain conditions. Where this is the case and the tenderer is prepared to make good on the condition, requirement or performance standard the tenderer must explain and cost the required change.

DOES NOT COMPLY means that the requirement or performance standard of the clause is not met by the offer. Full details of non-compliance must be stated.

ALTERNATIVE means that the tenderer's method, system or process either does not require the feature or the tenderer's method, system or process fully complies in a manner different to that described. In both cases a description must be provided.

SIGNIFICANTLY EXCEEDS REQUIREMENTS means, in some cases, the tender may significantly exceed the specified requirements. As this may have a bearing on the evaluation process, full details must be stated.

Any failure by the tenderer to make clear the extent of compliance or non-compliance with any clause or paragraph of the Agreement may be interpreted as failure to comply with the requirement concerned when assessing the relative merits of tenders.

Your statement of compliance should be provided hereunder.

4. OTHER INFORMATION REQUIRED**4.1 Tender Validity Period**

- 4.1.1 The tender will remain valid for acceptance within 6 (six) months from the deadline for lodgement of tenders, in accordance with Part A.

N.B. The minimum validity period is as stated in clause 8.8 of Part A.

4.2 Department of Services, Technology and Administration (DSTA) Business Ethics Statement

- 4.2.1 Do you comply with the requirements of the DSTA Business Ethics Statement referred to in clause 8.11 of Part A?

Yes/No (Delete whichever is not applicable)

If "No", provide an explanation below

- 4.2.2 Tenderers are to disclose hereunder details of any potential conflict of interest (including any relevant relationships) as outlined in the DSTA Business Ethics Statement.

4.3 Details of Ownership and/or Directorship

- 4.3.1 If you are a company, please provide details of your ownership, that is, Australian, overseas, largest shareholder, paid-up capital and other relevant details.
- 4.3.2 If you are a partnership, please provide a list of partners and details of the partnership financial arrangements.
- 4.3.3 The tenderer should provide details of its directors.
- 4.3.4 Please provide details of any affiliated companies or organisations i.e. companies or organisations that share the same directors.
- 4.3.5 If you are a consortium, please provide full details of all members of the consortium, directors of each member, ownership details of members that are companies or partnerships and nominate the consortium member who shall be a party to the contract.
- 4.3.6 Is the tenderer currently offering its business for sale, or is the subject of a merger, takeover or change of ownership? Answer yes or no below. If the answer is yes full details are to be provided.

Yes/No

4.4 Contracting as Agent/Trustee

- 4.4.1 If awarded a contract, do you intend to enter the contract in your own right or as agent or trustee for some other entity or entities? If the latter, provide full details.

4.5 Legal or Other Proceedings

4.5.1 Are you or any of your directors, key office holders or close associates currently, or have you, or have your directors, key office holders or close associates been at any time within the last five years, the subject of or involved with any or any pending:

- (a) legal proceedings, including winding up or bankruptcy proceedings;
- (b) insolvency administrations or investigations;
- (c) investigations by ICAC or ASIC;
- (d) investigations under the Charitable Collections Act, or any other public organisation or body;
- (e) investigations by the Australian Taxation Office.

Yes/No

If “**Yes**”, full details of each event are required to be provided below.

4.6 Further Information

4.6.1 Provide below any further information you believe is relevant to your tender, and cross-reference to any clauses of this RFT if applicable.

5. ADDENDA TO THIS RFT AFTER ISSUE

5.1 If there have been any Addenda issued by the Board to this RFT after the issue of this RFT, indicate below whether you have read and allowed for the Addenda in your tender.

YES/NO/THERE HAVE BEEN NO ADDENDA BY THE BOARD (Delete whichever is not applicable)

If **NO**, provide reasons below

PART B2 TENDERER IDENTIFICATION DETAILS AND CONFIRMATION OF TENDER

1. TENDERER IDENTIFICATION DETAILS

1.1 Name of Tenderer:

Company/Organisation's Full name: _____

Trading Name (if applicable): _____

Name and official position of authorised officer
completing tender: _____

1.2 ABN:

1.3 Address of Tenderer: *[state registered office and, if different, principal place of business]*

1.4 Business Postal Address:

Telephone No.: _____

()

Email: _____

Website: _____

Contact name for general enquiries: _____

Relationship Manager (refer clause 12.2.1 of Part C) _____

Telephone No.: _____

Tenderer's reference number: _____

2. ACKNOWLEDGEMENT AND CONFIRMATION OF TENDER

2.1 Lodgement of a tender will itself be an acknowledgment and representation by you that you are aware of the requirements of the Code; that you will comply with the Code, and that you agree to report to the Board any breaches of the Code for the duration of the Agreement.

2.2 Do you acknowledge and accept that electronic submission in accordance with the requirements of the RFT and any conditions of the NSW Department of Services, Technology and Administration tenders website is sufficient to verify and affirm that this is your tender to supply the Services at the prices tendered on the conditions contained in Parts A and C, except as expressly amended in your tender and that the information contained in your tender is correct?

Note that such acknowledgment and acceptance, by stating "Yes", is a necessary prerequisite to consideration of your tender.

Yes/No

Print Name and Title

ANNEXURE 1 TO PART B

SPECIFICATION FOR ALCOHOL AND DRUG REHABILITATION PROGRAMS FOR ADOLESCENTS IN COFFS HARBOUR AND DUBBO

1. INTRODUCTION

- 1.1 The Department of Human Services, Juvenile Justice (“Juvenile Justice”) works with young offenders who, at the time of their offence are between the ages of 10 and 18 years. Juvenile Justice is responsible for the supervision of young people on community based and custodial orders as well as the administration of youth justice conferencing. It also assists these young people with programs and interventions that will provide them with the opportunity to choose positive alternatives to offending behaviour. These services are aimed at reducing the risk of a young person re-offending by assisting them to address underlying needs, issues and behaviours.
- 1.2 Aboriginal young people are currently over represented in the juvenile criminal justice system. The factors relating to this over representation are complex and result from many social, economic and political factors. Contemporary research findings clearly indicate that Aboriginal young offenders are at an extremely high risk of repeated offending and incarceration unless appropriately targeted, intensive interventions and support are provided at the earliest opportunity.
- 1.3 Juvenile Justice recognises that key justice and human services agency partnerships are fundamental to addressing indigenous and non indigenous young people’s contact with the juvenile criminal justice system and are committed to working closely with other agencies to assist in addressing the needs of young offenders and the community.
- 1.4 Juvenile Justice provides funding to various non government organisations throughout NSW to deliver specific services to young people who are involved with the juvenile criminal justice system – this forms part of the agency’s Community Funding Program Scheme.

2. BACKGROUND

- 2.1 Following the NSW Drug Summit in May 1999, the Government published its Plan of Action July 1999. One of the initiatives in the plan was the establishment of suitable rehabilitation residential programs for young people, especially for young offenders and Aboriginal young people.
- 2.2 Juvenile Justice has been funded to implement this initiative and will continue to oversee the programs which are located at Coffs Harbour and Dubbo.
- 2.3 The purpose of the rehabilitation facilities is to provide a comprehensive treatment program for 13 to 18 year old adolescents with alcohol and other drug problems who are clients of Juvenile Justice or are at risk of becoming clients.

- 2.4 The service will provide an evidence based treatment program, comprising a range of interventions that aim to ensure lasting change and assist reintegration into community living. These include: behavioural treatment approaches; social and community living skills; vocational, educational and other training relevant to the young person's needs; recreation; counselling; groupwork; active family involvement and family-focused counselling and relapse prevention.
- 2.5 Longer-term issues should be addressed through inter-service linkages and supported referral post-release. The after-care program should provide a period of follow-up support which should comprise non-residential community-based group work programs (preferably), outreach to a young person in their own environment, work with families of the young people (when possible) and ensuring young people are effectively linked with treatment and support services in their own community.
- 2.6 The service provider is required to seek a voluntary commitment of time and involvement from the local community, so that the young person has a model of local community connectedness, which incorporates active community care, concern and partnership.
- 2.7 The program design needs to include measurable outcomes and data collection on which evaluations can be based.

3. JUVENILE JUSTICE POLICY

- 3.1 The service provider must operate within, and follow the following policies of the Department of Human Services NSW, Juvenile Justice (as in force from time to time) to the extent that they apply to the Agreement or as applicable to the Project:
 - (i) Client Protection Policy
 - (ii) Case Management Policy
 - (iii) Code of Conduct
 - (iv) Language Services Policy
 - (v) Policy and Procedures for the Resolution of Client Complaints
 - (vi) Policy on the Management of Suicide and Self-Harm in Juvenile Justice Centres
 - (vii) Juvenile Justice Privacy Policy

Some of these policies are available on Juvenile Justice's website at www.djj.nsw.gov.au. Other policies can be made available on request.

4. PROGRAM LOCATIONS

- 4.1 Juvenile Justice currently administers two rural and regional residential rehabilitation programs for adolescents at Coffs Harbour and Dubbo. Each site can house up to 8 young people – male or female.
- 4.2 It is envisaged that the successful service provider will continue to utilise the current premises at Coffs Harbour and Dubbo.
- 4.3 A copy of the respective lease is available as an Addendum.

5. TRANSITION

5.1 Service providers must include a “transition plan” to address changeover in the auspicing/managing organisation. The plan will cover:

- (i) Timeframe for the transition;
- (ii) The management of current Clients including those on after-care;
- (iii) The possible retention of some staff currently employed by the existing service provider; and
- (iv) How a seamless service delivery will be maintained during transition in both management and programming.

6. FUNDING

6.1 The New South Wales Drug Summit, held in May 1999, highlighted the serious issue of drug abuse, especially as it relates to the welfare of young people and the link to juvenile offending.

6.2 Juvenile Justice was provided with funding to undertake specific projects identified in the “Government Plan of Action”. The NSW Government provides funding under the NSW Drug Budget and the remainder is provided by the Federal Government under the Illicit Drugs Diversion Initiatives (IDDI). These projects provided a series of programs for juvenile offenders including integrated and comprehensive services to assist them in dealing with alcohol and other drug problems which impact on their propensity to re-offend.

6.3 The NSW Drug Budget has been secured for the period 2007/08-2010/11.

6.4 The IDDI funding has been secured for the period 2008/09-2011/12.

6.5 Current/future funding arrangements are:

2010/11		2011/12		2012/13		2013/14		2014/15		2015/16	
State	Fed	State	Fed	State	Fed	State	Fed	State	Fed	State	Fed
Secured	Secured	New Drug Budget	Secured	New Drug Budget	New IDDI Budget	New Drug Budget	New IDDI Budget	New Drug Budget	New IDDI Budget	New contract required	New contract required
Year 4	Year 3	Year 1	Year 4	Year 2	Year 1	Year 3	Year 2	Year 4	Year 3		

7. PROGRAM SPECIFICATIONS

7.1 Target Group

7.1.1 The target group for the program is previous, current or potential Juvenile Justice clients aged 13 to 18 years who have a history of alcohol and other drug use.

7.1.2 The adolescent residential rehabilitation facilities must provide a 24-hour staffed residential treatment program to young people, both male and female, aged 13 to 18 years whose established use of alcohol and other drugs places them at risk of significant harm and is related to offending behaviour. Young people must be able to be admitted to the program 6 days per week during the hours of 9am-5pm.

-
- 7.1.3 Clients will include young people whose established use of alcohol and other drugs places them at risk of significant harm. These young people may also be experiencing concurrent issues such as family breakdown, homelessness, criminal involvement, serious health or psychiatric problems, psychological issues, serious behavioural issues including offending, and physical safety issues, such that their home setting or social circumstances are not supportive of non-residential treatment options.
- 7.1.4 Services will be provided to these young people regardless of their gender, cultural background, sexual orientation, level of literacy or legal status, including non Australian citizens. Many of the Clients will be Indigenous Australians.
- 7.1.5 The service will cater for young people with other mild co-morbidity conditions such as cognitive impairments, mental health disorders, illiteracy and special dietary requirements. More severe disabilities or conditions should be considered on a case by case basis with “reasonable” consideration given to possible accommodation of the Client’s special needs. The service provider will retain the right to exclude a young person from a residential program for a very severe condition, other than drug dependence, for which an attempt to accommodate would put an unreasonable burden upon its resources. Appropriate referrals should then be made to other services.

7.2 Program Capacity

- 7.2.1 The program should cater for up to 8 adolescents, both male and female, in residence at any one time at each location. It would be expected that the duration of the residential component of treatment would not preclude several turnovers of Client groups per year.
- 7.2.2 The average residential stay for a Client will be 12 weeks with a maximum stay of 4 months. Peer involvement and flexible re-entry to the service should be key features.
- 7.2.3 The service provider shall develop a detailed collaborative strategy (with Juvenile Justice and other organisations and agencies) for after-care for a young person who is discharged, which should include grounds for the young person to be referred again at a future time.
- 7.2.4 The service provider needs to recognise and understand the legal framework that Juvenile Justice and their clients operate in and be flexible to deal with Court appearances, Apprehended Violence Orders, etc. Special consideration must be shown for clients of the Youth Drug and Alcohol Court (YDAC) program, which requires young people to participate in fortnightly reporting to the Court.
- 7.2.5 For young people who are current Juvenile Justice Clients, client program/case plans will be developed in conjunction with Juvenile Justice (including YDAC staff) where appropriate, including exit planning and after-care. There will only ever be one case plan in operation at a time (ie. the one developed by Juvenile Justice, which the service provider contributes to). Fortnightly case reviews will be conducted with key stakeholders, including family and significant others, Juvenile Justice (and YDAC) staff where appropriate.

7.3 Program Content

All Clients

- 7.3.1 The service will provide a range of interventions which aim to ensure lasting change and assist reintegration into community living. The service will provide a staged program model incorporating:
- (i) an orientation and transitional period prior to program intervention participation;
 - (ii) intensive therapeutic program participation;
 - (iii) individual and group work treatment (including where possible the Client's family); and
 - (iv) a community reintegration phase.
- 7.3.2 The service provider will accept Clients even if they have not participated in rehabilitation programs previously, whether they be residential or outpatient in nature. The service should also be required to cater for Clients with dual diagnosis dependent on severity.
- 7.3.3 An after-care program needs to be provided to Clients who have completed the residential component. The after-care program will provide a period of follow-up support which should comprise non-residential community-based groupwork programs (preferably), outreach to a young person in their own environment, work with families of the young people (when possible) and ensuring young people are effectively linked with treatment and support services in their own community.
- 7.3.4 The service must provide an evidence based treatment program, comprising a range of treatment interventions which aim to:
- (i) address offending behaviour;
 - (ii) increase protective factors;
 - (iii) decrease risk factors for lapse and relapse;
 - (iv) address developmental delays; and
 - (v) incorporate:
 - behavioural treatment approaches;
 - social and community living skills;
 - vocational, educational and other training relevant to the young person's needs pursuant to social integration and employment (TAFE accredited);
 - recreation;
 - counselling;
 - group work;
 - active family involvement and family-focussed counselling; and
 - relapse prevention.
- 7.3.5 The service provider must have a detailed strategy to manage co-offenders, gang issues and bullying.
- 7.3.6 The program should be structured in progressive incremental stages, which are flexible and offer different levels of intensive support depending on the needs of the Clients and their length of stay. The residential component of the program should include an orientation component upon entry to the program and a community reintegration component towards the end of the residential period.

-
- 7.3.7 The service provider will conduct assessments on Clients both pre and post program participation.
 - 7.3.8 Pre-entry programs should be provided for clients awaiting entry to the mainstream component of the service in order to prepare Clients for an intensive treatment regime.
 - 7.3.9 A period of follow-up support should also be provided to the Clients. In cases of relapse, a flexible re-entry period should also be provided.
 - 7.3.10 The service provider will be required to seek a voluntary commitment of time and involvement from the local community, so that the young person has a model of local community connectedness which incorporates active community care, concern and partnership.
 - 7.3.11 The service should incorporate a peer support program and encourage peer role models within the service.
 - 7.3.12 The service needs to provide culturally specific programs and activities for Aboriginal Clients. The service provider should ensure that there are Aboriginal staff members on the team to deliver such services and activities. Non-ATSI staff will be expected to be culturally competent in working with Indigenous young people.
 - 7.3.13 The program provider should ensure that the service is effectively integrated with the drug treatment service system and that effective linkages and working relationships are developed with other program providers, including Juvenile Justice, Child Protection, housing, education and mental health services, where relevant.

Current Juvenile Justice Clients

- 7.3.14 The service provider will liaise with Juvenile Justice staff and work in a collaborative manner in relation to Client progression through the residential program, Client information (in accordance with release of information protocols), and Juvenile Justice staff attendance to the program site for routine visits with Clients.
- 7.3.15 The service provider is to be familiar with the Youth Drug and Alcohol Court (YDAC) program and work with YDAC management to develop an effective case management interface between the two services.
- 7.3.16 The service provider must recognise that Juvenile Justice Clients are involuntary and therefore the service will need to work from a motivational approach.
- 7.3.17 Client program/case plans will be developed in conjunction with Juvenile Justice (including YDAC staff) where appropriate, including exit planning and after-care. There will only ever be one case plan in operation at a time (ie. the one developed by Juvenile Justice, which the service provider contributes to). Fortnightly case reviews will be conducted with key stakeholders, including Juvenile Justice (and YDAC) staff where appropriate.
- 7.3.18 Prior to a Juvenile Justice Client being given an early discharge from the program (for whatever reason), the service provider must contact Juvenile Justice prior to the Client being discharged, unless the safety of staff and residents is at risk.

-
- 7.3.19 The service provider should support young people in obtaining safe, secure and affordable accommodation in conjunction with Juvenile Justice.
- 7.3.20 The service provider should provide, in conjunction with Juvenile Justice, information and referral services for Client's carers, families and significant others, and where possible/appropriate, involve these significant others in the treatment of the young person.

Non Juvenile Justice Clients

- 7.3.21 The service should provide case management including a negotiated case plan with a community reintegration component. The case plan should be based on assessment and identification of risk factors and the setting of goals and objectives to develop and enhance protective factors. This plan should be developed in consultation with the young person.
- 7.3.22 The service provider should facilitate processes for longer-term issues to be addressed through inter-service linkages and supported referral. Supported referrals for ongoing support should be appropriate to the holistic needs of the young person. Such agencies may include other alcohol and drug, youth, health, welfare, vocational, housing, recreational and educational services, which are located in either a metropolitan or rural setting, as appropriate for the young person.
- 7.3.23 The service provider should support young people in obtaining safe, secure and affordable accommodation.
- 7.3.24 The service provider should provide information and referral services for Client's carers, families and significant others, and where possible/appropriate, involve these significant others in the treatment of the young person.

8. PROFILE OF A YOUNG OFFENDER IN NSW

- 8.1 Juvenile Justice's 2003 NSW Young People in Custody Health Survey and the 2003-2006 NSW Young People on Community Orders Health Survey revealed that young offenders in the NSW juvenile justice system are often from disadvantaged backgrounds, characterised by poor educational attainment, disrupted families, and engage in regular risk-taking behaviour.

8.2 Intellectual Disability

- 8.2.1 The surveys showed rates of intellectual disability as high as 17% among juvenile justice centre detainees and 15% among young offenders under community supervision.

8.3 Level of Education

- 8.3.1 Education levels are commonly low, with three-quarters of detainees having left school before finishing Year 9, and over 90% having been suspended at one time or another.

8.4 Mental Illness

- 8.4.1 Levels of mental illness are high among young offenders – 88% of detainees reported mild, moderate or severe symptoms consistent with a clinical disorder, and 30% reported high or very high psychological distress, implying that they may have an increased chance of an anxiety or depressive disorder.

8.5 Drug Use

- 8.5.1 Drug use is also high, with 19% of detainees reporting having injected drugs in the 12 months prior to custody. Almost 90% of all young offenders had used cannabis and a similar percentage had used alcohol and been drunk.

8.6 In Care

- 8.6.1 The proportion of young offenders with a history of care is also significant, with 28% of males and 39% of females in juvenile justice centres reporting having a history of being placed in the care of the then Department of Community Services. The proportion of young offenders not living in the family home was higher again, at 34% for males and 46% for females on community orders.

8.7 Parental Imprisonment

- 8.7.1 The surveys also demonstrated the generational impact of the normalisation of crime and imprisonment within families, with 27% of young offenders under community supervision and 42% of detainees having a history of parental or step-parental imprisonment.

9. OTHER PROGRAM ISSUES

9.1 Male and Female Residents

- 9.1.1 The specifications are for a mixed sex unit, though there is an expectation of much greater percentage of male referrals (up to 80%). There are some issues relating to a mixed sex adolescent rehabilitation unit.
- 9.1.2 Research (mainly school and adult rehabilitation) suggests females tend to be at a disadvantage in some mixed sex services. If predicted referral patterns are accurate, females could also be greatly outnumbered in these programs. Therefore there is some dilemma in trying to maintain some gender balance in the unit and maintaining equity of access. As it would be expected that referrals will outnumber places, males would be disadvantaged by an attempt to maintain a gender balance in the unit while females would be disadvantaged if they were heavily outnumbered in the unit.
- 9.1.3 The expected and actual sex ratios of Residents affect the assignment of utilisation of gender specific resources, eg bedrooms, bathrooms.
- 9.1.4 Mixed sex rehabilitation units have the disadvantage of having a greater potential for sexual activity. When dealing with vulnerable minors the added possibility of inappropriate sexual activity is an important child protection issue. The service provider will demonstrate clear and enforceable policies and procedures to prevent and deal with sexual abuse, including mandatory reporting. However, dealing with inter-gender issues is an important part of maturing for the adolescent requiring

addressing rather than simply avoiding. Recent experience in adolescent rehabilitation suggests also that mixed sex units avoid some of the extreme behaviours seen in single sex settings.

- 9.1.5 Programming should include some gender-specific sessions in mixed sex units including sexual health and behaviour issues.

9.2 Detoxification

- 9.2.1 The service providers should accept young people on methadone, buprenorphine and/or other medically supervised medications.
- 9.2.2 The service provider should assess on an individual basis whether the Client requires entering a detoxification program prior to entering the service.

9.3 Dependants

- 9.3.1 Children of Residents will not be housed in the rehabilitation units.

9.4 Pets

- 9.4.1 Pets of Residents and staff will not be allowed at either property.

10. STAFFING

- 10.1 Both adolescent residential rehabilitation facilities will need to provide 24-hour supervision. It should be recognised that the quality of the program depends more on the quality of the staff delivering the program than any other factor.
- 10.2 Staff need to be expertly recruited ensuring minimum standards of training, experience, competence and attitudes appropriate to their position. This must include probity and referee checks.
- 10.3 The staff mix should reflect the gender and cultural mix of the Clients. In particular efforts should be made to recruit Aboriginal staff with ties to the local community and ensure cultural awareness among non-Aboriginal staff.
- 10.4 Salaries need to be in a range that will attract and retain professional staff.
- 10.5 Professional development of staff needs to be maintained including on-going training and supervision.
- 10.6 Staff need to be guided by a clear and enforceable code of conduct detailing ethical standards, which is to be provided and/or developed by the service provider.

11. REPORTING

- 11.1 The service provider will be responsible for providing Juvenile Justice with:
- (i) Data for periodic report (Attachment A)
 - (ii) Details of pre and post program data (including AOD programs, etc)

- (iii) Outcomes of case plans
- (iv) Client exit forms
- (v) Details of after-care outcomes

12. EVALUATION

- 12.1 Ongoing evaluation mechanisms are required to be built into all aspects of the program to continuously monitor and refine program elements ensuring the appropriateness and efficiency of service delivery. Input from experts, Clients, staff, referrers and other stakeholders is required. The service provider must ensure rigorous outcome evaluation mechanisms are in place, whilst also meeting Juvenile Justice's evaluations and reporting requirements.
- 12.2 Case management is to be provided for Clients which includes a negotiated case plan with a community reintegration component. The case plan should be based on assessment and identification of risk factors and the setting of goals and objectives to develop and enhance protective factors. This plan should be developed in consultation with the young person and Juvenile Justice where appropriate.
- 12.3 Information and referral services should be provided for Clients' carers, families and significant others, and where appropriate, involve these significant others in the treatment of the young person.

* * * * *

DATA SHEET FOR PERIODIC REPORTS

[illegible]

PART C



Human Services
Juvenile Justice

Funding Agreement

(insert funding period)

**RURAL & RESIDENTIAL ADOLESCENT REHABILITATION
SERVICE
- (INSERT LOCATION)**

**NSW Department of Human Services
Juvenile Justice
Funding Agreement**

Table of Contents

Clause 1	Definitions.....	2
1.1	Definitions in this Agreement	2
Clause 2	Background to the Agreement.....	4
2.1	Foreword.....	4
2.2	Project details.....	4
2.3	Juvenile Justice policy	4
2.4	Aboriginal Participation and Outcome Plan	4
2.5	Equity Plan.....	4
Clause 3	The funding.....	5
3.1	Before you receive any funding.....	5
3.2	Amount of funding and how it will be paid	5
3.3	Your contribution	5
3.4	Right to withhold funding.....	6
3.5	Claiming a Payment	6
3.6	GST.....	6
3.7	The period of funding	7
3.8	Extension of the funding period	7
Clause 4	How you must deal with the funding.....	7
4.1	Use of funding	7
4.2	Restrictions on spending	7
4.3	Repayment of Funding	8
4.4	Retaining Unexpended Funding	8
Clause 5	Your responsibilities with the project	8
5.1	Carrying out the project.....	8
5.2	Performance measures	8
5.3	Information you must give Juvenile Justice about the project	9
5.4	Information you may have to give to a representative about the project	9

5.5	Interest on investments	9
Clause 6	Performance monitoring and Evaluation	10
6.1	Operation of Project.....	10
6.2	Cooperation	10
6.3	Research and Surveys.....	10
Clause 7	Keeping accounts and records.....	10
7.1	Accounts:.....	10
7.2	Keeping proper records.....	11
7.3	Information you must give Juvenile Justice when the project ends	12
Clause 8	Compliance with the Law	13
Clause 9	Personnel.....	14
9.1	Appropriate personnel to perform the Project:	14
9.2	Responsibility for employees	14
9.3	Your employment policy.....	14
9.4	Specified Personnel	14
9.5	Sub-contractors:	14
Clause 10	Changing this Agreement.....	14
10.1	Written Agreement	14
10.2	Giving you more funding.....	15
10.3	Changing the funding period	15
10.4	Changing any other part of the Agreement	15
Clause 11	Ending this Agreement.....	15
11.1	Termination with notice	15
11.2	Immediate Termination	15
Clause 12	Obligations when this Agreement ends.....	16
12.1	Delivery of Reports and Return of Confidential Information	16
12.2	No entitlement to further payment.....	16
12.3	Transfer Investments	16
12.4	Juvenile Justice's rights and remedies not prejudiced.....	16
12.5	Parts of this Agreement that survive termination	16

Clause 13	Publicity	16
13.1	Acknowledgement	16
Clause 14	Intellectual Property.....	17
14.1	Ownership of Intellectual Property.....	17
14.2	Grant of licence	17
14.3	Moral Rights	17
14.4	Copies of Project Materials	17
Clause 15	Indemnity	17
15.1	Your Indemnity	17
15.2	Reduction of Indemnity	17
15.3	Continuing Obligation.....	17
Clause 16	Insurance Requirements	18
16.1	Minimum Insurance Requirements.....	18
Clause 17	Confidentiality	18
17.1	Obligation to keep confidential.....	18
17.2	Limited Disclosure	18
Clause 18	Child Protection	18
18.1	Your responsibilities.....	18
18.2	Working with Children Checks	19
Clause 19	Dispute Resolution.....	19
19.1	Dispute Resolution Process.....	19
Clause 20	Notices	20
20.1	Contact details	20
20.2	Notice Requirements	20
20.3	When a notice is served	20
20.4	Delivery late in the day	21
Clause 21	General.....	21
21.1	Entire Agreement	21
21.2	Non-waiver	21
21.3	Conflict of interest.....	21
21.4	Severability	21

21.5	Relationship.....	21
21.6	Applicable law	22
21.7	Governing jurisdiction	22

Attachments:

- A Project Details**
- B Approved Budget**
- C Reporting Documents including:**
 - Form C1 - Quarterly Data Sheet**
 - Form C2 - Quarterly Review/Exit Form**
 - Form C3 - Audited Financial Report**
 - Form C4 - Staff and Salaries Report**
 - Form C5 - Six Monthly Financial Statement**
 - Form C6 - Certified Annual Activities and Outcomes Report**

NSW Department of Human Services Juvenile Justice Funding Agreement

Parties to this Agreement

This Agreement is between:

**The Crown in right of the State of New South Wales represented by the NSW
Department of Human Services, Juvenile Justice**

and

Name of Company/Association:
Australian Company Number: (if applicable)
of:
State or Territory:
Australian Business Number (ABN): (essential)

Date this Agreement commences

This Agreement commence on:

Clause 1 Definitions

1.1 Definitions in this Agreement

“Agreement” means this Agreement including all Attachments;

“Attachment” means an attachment to this Agreement;

“Asset Register” means a written register (whether stored in hardcopy or electronic form) containing details of assets owned by You including but not limited to:

- (a) the date of purchase of each item of Capital Equipment;
- (b) a description of each item of Capital Equipment;
- (c) the address at which each item of Capital Equipment is located;
- (d) the purchase price of the Capital Equipment, exclusive of GST; and
- (e) the amount of the Funding used to purchase the Capital Equipment.

“Authorised Representative” means an officer, or a person appointed by the Chief Executive as a representative of Juvenile Justice for purposes of authorising parts of this Agreement;

“Budget” means the budget contained in Attachment B;

“Business Day” means the day which is not a Saturday, Sunday or public holiday in Sydney, NSW;

“Capital Equipment” means those items which by nature constitute capital equipment;

“Chief Executive” means the person in the position of Chief Executive, NSW Department of Human Services, Juvenile Justice;

“Conditions” means the conditions outlined in Table 3.2.1 of this Agreement and in Attachment B;

“Confidential Information” means any information and all other knowledge at any time disclosed (whether in writing or orally) to You by Juvenile Justice, or acquired by You in carrying out the Project which:

- (a) is by its nature confidential;
- (b) is designated, or marked, or stipulated as confidential; or
- (c) You know or ought to know is confidential;

But does not include information which:

- (a) is or becomes public knowledge other than by breach of this Agreement;
- (b) is in Your lawful possession without restriction in relation to disclosure before the date or receipt of the information from Juvenile Justice or a third party;
- (c) has been developed or acquired by You independently of the carrying out of the Project;
- (d) is ascertainable through independent enquiries;
- (e) may be or is required to be disclosed pursuant to Memorandum No. 2007-01 Public Disclosure of Information arising from NSW Government Tenders and Contracts dated 8 January 2007, as amended or updated from time to time; or
- (f) is required to be disclosed pursuant to law, regulation, legal process or a regulatory authority;

“Contribution” means the amount of Your own funds to be contributed to the costs of the Project as specified in Subclause 3.3;

“Final Report” means the last report for the financial year.

“Funding” means the money that Juvenile Justice agrees to provide you with in this Agreement;

“Funding Period” refers to the period of time described in Subclause 3.7, and any extra time Juvenile Justice may authorise using Subclause 3.8

“GST Law” means *A New Tax System (Goods & Services Tax) Act 1999*, related legislation and any delegated legislation made pursuant to such legislation.

“Instalment” means an instalment of the Funding;

“Intellectual Property” includes patent, know-how, copyright, design, semi-conductor or circuit layout rights, trade mark, trade, business or company names or other proprietary rights and any rights to registration of such rights, whether created before or after the Commencement of this Agreement in Australia or elsewhere;

“Juvenile Justice” is the agency within the NSW Department of Human Services, Juvenile Justice, that is responsible for managing the funding for the project or the authorised representative of Juvenile Justice;

“Major item” is an individual item of expenditure set out in Attachment B which costs more than \$10,000.00 per annum to purchase;

“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* (Cth), and rights of a similar nature anywhere in the world whether existing at the Commencement Date or which may come into existence on or after the Commencement Date;

“Officer” is an officer of NSW Department of Human Services, Juvenile Justice;

“Performance Measure” means the performance Measure which enable Juvenile Justice to evaluate Your performance of the Project, as set out in the Project Plan;

“Project” refers to the proposal described in Attachment A to this Agreement;

“Project Materials” means all material created by or on Your behalf for the purpose of the Project, including documents, software and data stored by any means;

“Project purposes” refers to the proposal described in Attachment A to this Agreement;

“Supporting Documentation” means the relevant supporting documentation, as specified in Subclause 3.5;

“Tax Invoice” means a request for payment that meets the requirements specified in Subclause 3.5;

“Unexpended Funding” means Funding paid to You that is unspent at the end of the Funding Period and includes Funding that is committed but unspent.

“You, Your or Yourself” means *(insert successful service provider’s name)*;

Clause 2 Background to the Agreement

2.1 Foreword

The Department of Human Services NSW, Juvenile Justice (“Juvenile Justice”), wishes to fund organisations under the Community Funding Program to deliver a range of community-based initiatives to help young people to successfully reintegrate into the community during and following contact with Juvenile Justice system.

The program is linked to a broad crime prevention approach to juvenile justice issues where detention is the last resort and diversion from the criminal justice system and community reintegration are central to breaking the juvenile crime cycle.

Juvenile Justice agrees to provide you, and you agree to accept, the funding for the project in accordance with the terms of this Agreement and the attachments to this Agreement.

2.2 Project details

The details of the Project are set out in Attachment A to this Agreement.

2.3 Juvenile Justice policy

You must operate within, and follow the following policies of the Department of Human Services NSW, Juvenile Justice (as in force from time to time) to the extent that they apply to the Agreement or as applicable to the Project:

- Client Protection Policy
- Case Management Policy
- Code of Conduct
- Language Services Policy
- Policy and Procedures for the Resolution of Client Complaints
- Policy on the Management of Suicide and Self-Harm in Juvenile Justice Centres
- Juvenile Justice Privacy Policy

Some of these policies are available on Juvenile Justice’s website at www.djj.nsw.gov.au . Other policies can be made available on request.

2.4 Aboriginal Participation and Outcome Plan

Aboriginal clients are over represented in Juvenile Justice system. Juvenile Justice wishes to reduce the level of over representation. You must develop an Aboriginal Participation and Outcome Plan which will show how you plan to make sure that Juvenile Justice’s Aboriginal clients can access and benefit from your service, (refer to Attachment A).

2.5 Equity Plan

Juvenile Justice wishes to ensure that the particular needs of girls and young women, young people with disabilities and young people from Culturally and Linguistically Diverse (CALD) backgrounds are met. You must develop an Equity Plan which will show how you plan to make sure that clients from each of these groups can access and benefit from your service (refer to Attachment A).

Clause 3 The funding

3.1 Before you receive any funding

If you have previously made any other Funding Agreement with Juvenile Justice before this one, you must satisfy Juvenile Justice that you have completed all the terms of that other Agreement. Juvenile Justice is not required to give you any funding agreed to in this Agreement until you do so.

You must also complete Attachment B as required in this Agreement and return it to Juvenile Justice before you receive funding.

3.2 Amount of funding and how it will be paid

Your total funding is made up of:

- the amount shown in this Subclause, and
- any extra amount that Juvenile Justice may approve under Subclause 10.2.

Juvenile Justice will provide you with funding of:
(Total Amount shown in the second column ie. no GST included).....dollars only

The funding will be paid in installments, in accordance with, and subject to the terms of this Agreement. The conditions which must be satisfied before payment is made is outlined in the following table:

Table 3.2.1

Payment number	Amount of grant payment	GST	Funding plus GST	Conditions for payment
1				You will receive your first payment only when: this Agreement is signed by both parties, you show Juvenile Justice that the project has started you have completed and submitted Attachment B you submit a tax invoice for your first payment;.
2				You will receive your second payment only when: you have done the work needed for the second payment, as specified in Attachments A and C - Reporting Documents you submit a tax invoice for your second payment
3				You will receive your third payment only when: you have done the work needed for the third payment, as specified in Attachments A and C - Reporting Documents you submit a tax invoice for your third payment
4				You will receive your fourth payment only when: you have done the work needed for the fourth payment, as specified in Attachment C - Reporting Documents you submit a tax invoice for your fourth payment
TOTALS				

3.3 Your contribution

- (a) You will pay [insert details]
- (b) Juvenile Justice may terminate this Agreement under Clause 11 if Juvenile Justice decides, at its absolute discretion, that you are or may be unable to comply with Subclause 3.3(a).

3.4 Right to withhold funding

Juvenile Justice may withhold funding to you without limiting Juvenile Justice's rights under this Agreement if:

- (a) You fail to comply with one or more of the conditions set out in table 3.2.1;
- (b) Juvenile Justice has a reasonable basis to believe that the conditions outlined in this Agreement will not be met;

Juvenile Justice may, upon notice, withhold payment of the funding (or any part of it) to you until:

- (a) Juvenile Justice is reasonably satisfied that you have carried out the conditions for the payment as set out in Subclause 3.2 and table 3.2.1;
- (b) that Juvenile Justice is otherwise satisfied that the conditions will be met by you in accordance with this Agreement;
- (c) this Agreement is terminated by Juvenile Justice in accordance with Clause 11 of this Agreement.

If Juvenile Justice decides to suspend payment in this way, it will be by a notice as outlined in Clause 11.

3.5 Claiming a Payment

As outlined in the conditions in table 3.2.1, Juvenile Justice will pay each instalment to you on receipt of a correctly rendered tax invoice.

A Tax Invoice is correctly rendered if it is:

- (a) fully completed;
- (b) signed by a person authorised by You; and
- (c) accompanied by:
 - (i) the Supporting Documentation applicable for the instalment; and
 - (ii) any other documentation requested by Juvenile Justice which evidences to Juvenile Justice's satisfaction that the conditions for the instalment have been achieved.

3.6 GST

Unless otherwise indicated, all consideration for any funding provided under this Agreement is exclusive of any GST imposed in relation to the funding, as outlined in table 3.2.1.

If:

- (a) despite any other provision of this Agreement, GST is imposed on any supply by you to Juvenile Justice under this Agreement; and
- (b) Juvenile Justice is or will be entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply,

Juvenile Justice will pay to you an additional amount equal to the GST imposed on that supply, at the time and in the manner payment is otherwise payable under this Agreement in relation to that supply.

You must be registered under the GST Law at the time of making any supply under this

Agreement on which GST is imposed.

If you are not registered under the GST Law as required under this Subclause, you will not be entitled to receive any additional amount as provided under this Subclause 3.6 (GST).

If for any reason Juvenile Justice pays to you an amount under this Subclause 3.6 (GST) which is more than the GST imposed on the supply, you must repay the excess to Juvenile Justice on demand or Juvenile Justice may set off the excess against any other amounts due to you.

3.7 The period of funding

The funding period is for the period of **[INSERT PERIOD]** months. The funding period commences when this Agreement is executed by both parties (see page 1).

3.8 Extension of the funding period

Juvenile Justice may extend the funding period for a period and on terms agreed by you and Juvenile Justice in writing (see Subclause 6.2).

Clause 4 How you must deal with the funding

4.1 Use of funding

You must:

- (a) use the funding solely for the purpose of the project (as described in Attachment A);
- (b) only use the funding within the funding period; and
- (c) not enter into any arrangements or commitments in relation to the project that are incompatible or inconsistent with the purpose of the funding.

4.1.2 Budget

You must spend the funding in accordance with the Budget (at Attachment B) unless otherwise approved by Juvenile Justice in writing.

4.1.3 Delayed or inactive projects

You must notify Juvenile Justice in writing, immediately if the Project:

- (a) will not commence within 60 days from the commencement date of the Agreement; and
- (b) has been inactive for a period of 60 days or more.

4.2 Restrictions on spending

If you spend more money on the Project than has been approved, you will not be reimbursed by Juvenile Justice.

Juvenile Justice may approve additional funding under Subclause 10.2, however an application for additional funding is required to be made in writing and is subject to approval received in writing from Juvenile Justice.

The amount of funding you intend to spend on a Major item must be the same as the amount for a Major item set out in Attachment B to this Agreement. If you want to change any amount in the Major items set out in Attachment B, you can only do so in the way described in subclause 4.1.2.

4.3 Repayment of Funding

4.3.1 You must repay Juvenile Justice:

- (a) any funding spent by you on purposes not outlined in this Agreement or approved by Juvenile Justice, within 30 days of Juvenile Justice's request to do so;
- (b) the whole of the funding, if the project is delayed as described in Subclause 4.1.3(a); and
- (c) any part of the funding which remains unexpended, if the project is inactive as described in Subclause 4.1.3(b).

4.3.2 Unexpended funding

Unless otherwise agreed, you must repay Juvenile Justice any unexpended funding within 30 days of the:

- (a) expiry of the funding period; or
- (b) termination of this Agreement.

4.4 Retaining Unexpended Funding

Subject to Subclause 4.3.2, you may apply to retain any unexpended funding using the Request for Retention of Surplus Funds form, available at http://www.dpc.nsw.gov.au/publications/grants_administration/monitor_and_acquit_grants

Juvenile Justice may approve or reject that request at its absolute discretion. Unless Juvenile Justice approves your request, you must return the Unexpended Funding to Juvenile Justice in accordance with Clause 4 of this Agreement.

Clause 5 Your responsibilities with the project

5.1 Carrying out the project

You must satisfy Juvenile Justice that you are performing the project in accordance with:

- (a) the project purposes that are specified in Attachment A;
- (b) the expenditure set out in the budget at Attachment B; and
- (c) any reasonable directions given to you by Juvenile Justice from time to time.

You must complete the project within the funding period.

5.2 Performance measures

In implementing the project, you must use your best endeavours to achieve the service objectives and comply with the performance indicators, as outlined in Attachment A at items K) and P).

5.3 Information you must give Juvenile Justice about the project

You must give Juvenile Justice Attachment A, the Budget as set out in Attachment B, as well as the reports and financial statements listed in Attachment C - Reporting Documents to this Agreement. The reports must detail work done on the project during the period set out in Attachment C - Reporting Documents, or, if no period is set out in Attachment C - Reporting Documents, during the period between your first funding payment and the last day of the project. Attachment C - Reporting Documents tells you when these reports are due.

You must also give Juvenile Justice any statistical information asked for as set out in Attachment C - Reporting Documents.

You must also give Juvenile Justice an Aboriginal Participation and Outcome Plan as specified in Attachment A within three months of the start of this Agreement.

You must give Juvenile Justice a report of the work you are asked to do in the Aboriginal Participation and Outcome Plan after every three months.

You must give Juvenile Justice (immediately it becomes available), all relevant information relating to any client that may compromise the occupational health and safety of any person connected with the project.

5.4 Information you may have to give to a representative about the project

Juvenile Justice may direct you to show your project records to a representative. If so, you must make available the following documents at your registered office or place of business, for the representative to inspect or audit:

- all the records described in Subclause 7.2, and
- any other documents relevant to the project.

The representative may make copies of all or part of any of these.

You must give the representative any help he / she needs to carry out the inspection or audit.

You must let the representative:

- visit any locations where the project, or any part of it, is or was carried out
- discuss the project, at any reasonable time, with people involved in the project work, and
- attend your Board or Executive meetings relating to a discussion of the carrying out of the project and make representations to any meeting about how the project is being carried out.

5.5 Interest on investments

If you get interest on any investment that you make with the funding, you must apply that interest to the project.

Clause 6 Performance monitoring and Evaluation

6.1 Operation of Project

You and Juvenile Justice agree to monitor and evaluate the Project against:

- (a) the Performance Measures;
- (b) the Budget; and
- (c) your compliance with the terms of this Agreement.

6.2 Cooperation

You:

- (a) acknowledge that Juvenile Justice's authorised representative will maintain regular contact with you to monitor the implementation of the project and of this Agreement;
- (b) agree to co-operate with Juvenile Justice's authorised representative in this role; and
- (c) agree to Juvenile Justice's authorised representative attending your board or committee meetings and visiting the Project at any reasonable time, upon giving you reasonable notice.

6.3 Research and Surveys

You are required to participate and contribute to requests for the provision of statistical and program information for the purpose of research and surveys conducted by Juvenile Justice. No such request will require the breach of any duty of confidentiality owed by you to clients.

Clause 7 Keeping accounts and records

7.1 Accounts:

To process and record all funding receipts and expenditure, you must, throughout the term, maintain either:

- (a) a separate account at a financial institution, (such as a bank, building society, or credit union);
- (b) a general agency account, on the condition that you can demonstrate to Juvenile Justice that adequate internal financial controls are in place within your existing accounts for the identification of the funding,

operating in Australia.

You must give Juvenile Justice evidence of the financial institution account in which any funds (the subject of this Agreement) are kept. This evidence is to be provided within 28 days of the date of this Agreement, or within 7 days of any subsequent change to banking arrangements related to funds provided under this Agreement.

Any funding you spend must come only from these types of accounts.

7.1.1 Interest

The funding must be paid into an interest earning account and, unless otherwise agreed by Juvenile Justice, all interest earned on the funding must be used by you for the project only in accordance with the terms of this Agreement.

7.1.2 Accounting record

You must keep a proper accounting record of the project. Your accounting should be at least at the same level as the *Corporations Act 2001 (Cth)*, the *Associations Incorporation Act (NSW) 1984* or other applicable legislation. This record must detail:

- all funding payments that you receive and what you receive them for
- all funding payments you spend and what you spend them on
- all funding payments you otherwise deal with and how you deal with them
- all your purchases of goods using the funding, and any sales you make of those goods
- all of your liabilities relevant to the project
- all transfers of funds from one account to another during the project, and
- all project debtors.

7.1.3 Assets Register

You must keep a separate assets register for the project. This record must detail:

- (a) all assets you buy or lease with the funding, and
- (b) estimates of depreciation for all of those assets. To do this, you must record accurate estimates of what each of the assets will be worth by the time the project ends.

The assets register must be kept current at all times and be kept in accordance with Australian Accounting Standards.

Your assets register should be at least at the same level as required by the *Corporations Act 2001 (Cth)*, the *Associations Incorporation Act (NSW) 1984* or other applicable legislation.

7.1.4 Investments record

You must keep a separate record of investments. This record must detail:

- all investments you make using the funding, including dates of maturity and reinvestment, and
- all bills of exchange you buy with the funding.

Your investments record should be at least at the same level as required under the *Corporations Act 2001 (Cth)* (or the *Associations Incorporation Act 1984 (NSW)* if operative).

7.2 Keeping proper records

You must:

- (a) ensure that adequate financial and operational records and registers, including those specified or referred to in Clause 6 of this Agreement, are kept and maintained whilst carrying out the Project;
- (b) retain the records referred to in Clause 6 throughout the Funding Period and for

- seven (7) years after the date that is the earlier of the date of expiry of the Funding Period or termination of this Agreement; and
- (c) upon Juvenile Justice's request, arrange for the records, books of account and documents relating to the Project to be made available for inspection by Juvenile Justice (including the taking of such extracts and the making of such copies as the representative considers appropriate) and assist the representative in carrying out the inspection.

7.2.1 Accountability

Juvenile Justice has statutory obligations to ensure the accountability of expenditure of funds including the funding and, accordingly, you are required to be accountable for all of the funding you receive under this Agreement.

7.2.2 Inspection

You must permit Juvenile Justice, or any person authorised by Juvenile Justice, upon reasonable notice (at least 48 hours) and at any reasonable time, to inspect the implementation of the project.

7.2.3 Non compliance with Agreement

If at any time Juvenile Justice considers that the project is not being conducted by you in accordance with the provisions of this Agreement, Juvenile Justice may request that you take the steps or make the changes as are specified in writing by Juvenile Justice to you to achieve compliance with the Agreement within a reasonable time.

7.3 Information you must give Juvenile Justice when the project ends

7.3.1 Certified report

When the project ends, you must complete the Certified Annual Activities and Outcomes Report for Juvenile Justice as shown in Attachment C - Reporting Documents. This means you must declare in writing that you have satisfied the project purposes, and the terms of this Agreement.

You must give Juvenile Justice the Certified Report within 60 days starting the day after the funding period ends.

7.3.2 Auditor's report

When the project ends, you must, at your expense, arrange for all the records described in Clause 18 to be audited.

The auditor you choose must be:

- a member of the Institute of Chartered Accountants, or
- a member of the Australian Society of Certified Practising Accountants, or
- a member of the National Institute of Accountants who holds a current Public Practice Certificate, or
- a registered company auditor.

The auditor you choose must not be a member of, or have a financial interest in, your organisation.

You must send, and Juvenile Justice must receive, the completed auditor's report within three calendar months starting the day after the funding period ends.

If audited statements are qualified, your Board or Management must provide an explanation to Juvenile Justice of that qualification.

7.3.3 Other Reports

You will:

- (a) submit all reports outlined in this Agreement and the attachments; and
- (b) at Juvenile Justice's request, submit, within a timeframe stipulated by Juvenile Justice, any other information or reports that may be necessary to establish to Juvenile Justice's satisfaction that the terms of this Agreement have being satisfied by you.

7.3.4 Notification of insolvency

You undertake to immediately notify Juvenile Justice in writing, of any resolution by you to go into liquidation or to enter into any scheme or arrangement with your creditors under the *Corporations Act 2001* (Cth) or any applicable insolvency law.

Clause 8 Compliance with the Law

You must:

- (a) comply with all applicable standards, laws, regulations, policies, procedures and statements, including complying with your obligations under or arising from these standards, laws, regulations, policies, procedures and statements, including but not limited to:
 - (i) Bail Act 1978
 - (ii) Children and Young Persons (Care and Protection) Act 1998
 - (iii) Children (Detention Centres) Act 1987
 - (iv) Children (Criminal Proceedings) Act 1987
 - (v) Children (Community Service Orders) Act 1987
 - (vi) Commission for Children and Young People Act 1998
 - (vii) Health Records and Information Privacy Act 2002
 - (viii) Occupational Health and Safety Act 2000 & Regulations
 - (ix) Privacy and Personal Information Protection Act 1998 (NSW)
 - (x) Privacy Act 1988 (C'th)
 - (xi) Young Offenders Act 1997
- (b) not do anything that would cause Juvenile Justice to breach our obligations under any applicable standards or legislation; and
- (c) hold rights, licences and consents required to conduct the project and otherwise fulfil your obligations under this Agreement.

Clause 9 Personnel

9.1 Appropriate personnel to perform the Project:

All positions funded under the Agreement must be filled by persons that have appropriate skills, qualifications or experience for such positions.

9.2 Responsibility for employees

You acknowledge that all personnel employed or otherwise engaged by you in the conduct of the Project shall be your sole responsibility.

9.3 Your employment policy

You will ensure that your employment policy complies with relevant legislation, policies and procedures of the NSW Government including: the legislation, policies and procedures listed in the tender specification.

9.4 Specified Personnel

You must assign the Specified Personnel (if any) to work on the Project. If any member of the Specified Personnel is unable to work on the Project, or is unable to work on the Project for any reason, you must notify Juvenile Justice immediately and provide replacement personnel with comparable skill and experience, approved by Juvenile Justice, at the earliest opportunity.

9.5 Sub-contractors:

You:

- (a) may sub-contract all or part of the conduct of the Project to a sub-contractor (including a project partner) subject to Juvenile Justice's prior written approval; and
- (b) will be responsible for ensuring the suitability of any sub-contractor (or project partner) for the work proposed to be carried out by them and that all work carried out by them meets the requirements of this Agreement. Any approval to sub-contract given by Juvenile Justice does not relieve you from any of your obligations or liabilities under this Agreement.

Clause 10 Changing this Agreement

10.1 Written Agreement

Written Agreement between you and Juvenile Justice must be obtained for any variation to:

- (a) this Agreement;
- (b) any of the following matters disclosed in your application for the funding and outlined in the Attachments to this Agreement including but not limited to:
 - (i) the nature/purpose of the project;
 - (ii) the way in which the project is to be carried out and completed;
 - (iii) the Budget; and
 - (iv) the Funding Period.

10.2 Giving you more funding

If Juvenile Justice decides to give you extra funding then:

- that funding will be for whatever period you and Juvenile Justice agree to in writing, and
- the terms of this Agreement will apply to that funding.

10.3 Changing the funding period

Juvenile Justice may extend the funding period. Both your request to extend the funding period and Juvenile Justice's approval of it must be in writing.

10.4 Changing any other part of the Agreement

The parties may change any terms in this Agreement if they agree to the changes in writing.

Clause 11 Ending this Agreement

11.1 Termination with notice

Juvenile Justice may (by giving you 30 days written notice) terminate this Agreement at any time if any one or more of the following occurs:

- (a) in Juvenile Justice's opinion, you are not carrying out the Project diligently and competently;
- (b) you have not achieved any Performance Measure or complied with conditions set out in table 3.2.1;
- (c) you have in Our opinion used or are using the Funding or part of the Funding for purposes other than those for which the Funding is made;
- (d) Juvenile Justice considers the Project is no longer viable; or
- (e) Juvenile Justice considers that there has been a material change in circumstances in your financial position, your structure or your identity.

11.2 Immediate Termination

Juvenile Justice may, by written notice, immediately terminate this Agreement if any one or more of the following occurs:

- (a) you breach a provision of this Agreement in a manner that, in Juvenile Justice's opinion, is not capable of remedy;
- (b) you breach a provision of this Agreement that, in Juvenile Justice's opinion is capable of remedy and fail to comply with a notice from Juvenile Justice to remedy the breach within the period for remedy specified in that notice;
- (c) you resolve to go into liquidation or have a summons for your winding up presented to a Court or enters into any scheme or arrangement with your creditors under the Corporations Act (Cth) or any applicable insolvency law or an administrator, liquidator receiver or official manager is appointed under the Corporations Act (Cth) or any applicable insolvency law.

Clause 12 Obligations when this Agreement ends

12.1 Delivery of Reports and Return of Confidential Information

You must, except to the extent agreed between Juvenile Justice and you in writing, provide to Juvenile Justice within seven (7) days of termination or expiry of this Agreement:

- (a) any reports due to Juvenile Justice under this Agreement or otherwise requested by Juvenile Justice; and
- (b) all Juvenile Justice's Confidential Information used by you or your employees, agents or contractors or otherwise in their possession and all copies of such information.

12.2 No entitlement to further payment

For the avoidance of doubt, upon termination or expiry of this Agreement, you will not be entitled to any further payments under this Agreement, notwithstanding that the amount paid to you could be less than the funding specified in this Agreement.

12.3 Transfer Investments

Upon the termination or expiry of this Agreement, you must transfer to Juvenile Justice, free of charge, all investments made by you using the funding if requested to do so by Juvenile Justice.

12.4 Juvenile Justice's rights and remedies not prejudiced

Any termination of this Agreement by Juvenile Justice is without prejudice to any of Juvenile Justice's accrued rights or remedies.

12.5 Parts of this Agreement that survive termination

Clauses 4 (How you must deal with the Funding), 7 (Records and Inspection), 14 (Intellectual Property), 15 (Indemnity), 16 (Insurance), 17 (Confidentiality), and this Clause 12 (Obligations when this Agreement ends) and any other provision of this Agreement which by its nature should survive termination shall survive termination, expiry or repudiation of this Agreement.

Clause 13 Publicity

13.1 Acknowledgement

You will ensure that:

- (a) Juvenile Justice approves the release of all public statements relating to the project or funding; and
- (b) all public statements relating to the project or the funding, acknowledge the provision of the funding by Juvenile Justice.

Clause 14 Intellectual Property

14.1 Ownership of Intellectual Property

Any Intellectual Property in all Project Materials created by you in the performance of the project will be retained by you, or relevant third parties, as the case may be.

14.2 Grant of licence

You grant, and will ensure third parties grant, to Juvenile Justice, without cost, a non-exclusive, irrevocable, royalty free and transferable licence to use, reproduce, communicate to the public and adapt for Juvenile Justice's own purposes, all Intellectual Property in the Project Materials.

14.3 Moral Rights

You must hold, or obtain, consents from all authors of the Project Materials to your and Juvenile Justice's use and adaptation, without restriction and without any requirement to attribute the Project Materials to its authors.

14.4 Copies of Project Materials

If Project Materials are produced for publication as part of the Project then three (3) copies of these Project Materials shall be submitted to Juvenile Justice with the Final Report.

Clause 15 Indemnity

15.1 Your Indemnity

You shall at all times indemnify, hold harmless and defend Juvenile Justice and its officers, employees and agents ("those indemnified") from and against liability or loss (including reasonable legal costs and expenses), which may be suffered or incurred by any of those indemnified by reason of or in connection with:

- (a) any infringement or alleged infringement of any Intellectual Property (including Moral Rights) arising from the activities of the Project other than any Intellectual Property supplied by Juvenile Justice; and
- (b) any unlawful, wrongful, wilful or negligent act or omission of you or your officers, employees, agents, contractors and volunteers.

15.2 Reduction of Indemnity

Your liability to indemnify those indemnified under this Agreement shall be reduced proportionally to the extent that any unlawful, wrongful, wilful or negligent act or omission of those indemnified caused or contributed to the liability or loss.

15.3 Continuing Obligation

The indemnity in this Subclause is a continuing obligation of you, separate and independent of any of your other responsibilities and will continue beyond the termination of this Agreement.

Clause 16 Insurance Requirements

16.1 Minimum Insurance Requirements

Without limiting your obligations under this Agreement you will, during the period of funding, hold full insurance cover with a reputable insurance company or companies, in your name and that of any subcontractor, in relation to the following insurance policies:

- (a) a broad form public liability policy of insurance in the amount of not less than \$10,000,000 in respect of each and every occurrence and unlimited in the aggregate for any one period of cover;
- (b) workers' compensation insurance in accordance with applicable legislation in respect of all your employees;
- (c) a professional liability policy of insurance if applicable in the amount of not less than \$5,000,000 in respect of each and every occurrence and unlimited in the aggregate for any one period of cover; and
- (d) such other insurance policies as required in respect of your liability that may arise from the project that is the subject of this Agreement.

You will, at the time of funding and at any time on request, produce to Juvenile Justice satisfactory evidence that you have effected and renewed the insurance policies referred to in Subclause 16.1 which will be maintained fully effective and current during the period of funding.

In the event that any insurance cover as set out in Subclause 16.1 is voided or cancelled, you will immediately notify Juvenile Justice in writing of details of the void or cancellation including the termination and the reason given by the insurer for the termination.

Clause 17 Confidentiality

17.1 Obligation to keep confidential

You must keep Juvenile Justice's Confidential Information in confidence and not disclose the Confidential Information to any person without Juvenile Justice's prior written consent.

17.2 Limited Disclosure

You may disclose Juvenile Justice's Confidential Information to your personnel and legal and professional advisors provided you ensure that the recipient:

- (a) keeps the Confidential Information confidential; and
- (b) does not use the Confidential Information except for the purposes of this Agreement.

Clause 18 Child Protection

18.1 Your responsibilities

You are responsible for:

- (a) complying with the provisions of the Children & Young Persons (Care & Protection) Act 1988, the Ombudsman Act (NSW) 1974 and the Commission for

- Children and Young People Act 1998 and any other legislation which applies to child protection.
- (b) establishing systems for reporting allegations of reportable conduct against you or your employees;
 - (c) identifying your child protection responsibilities, as you are required by law.

18.2 Working with Children Checks

Under the *Child Protection (Prohibited Employment) Act 1998* and the *Commission for Children and Young People Act 1998*, all employees must undergo the “Working with Children Check”.

You as an employer are required to initiate “Working with Children Check” of all employees and for establishing a system of periodic review of these checks.

You as the employer are also required to ask all current employees, including volunteers, primarily working with children if they are a “prohibited person” and all employees must tell their employer if they are. This applies to both paid and unpaid employees. All preferred applicants for paid positions primarily working with children will undergo a national criminal record check. More details about the “Working with Children Check” can be obtained from the NSW Commission for Children and Young People .

It is also your responsibility to maintain records of the working with children checks and to provide a copy of such records to Juvenile Justice prior to the employee or volunteer commencing duties.

It is also your responsibility to notify Juvenile Justice in the event that an allegation of reportable conduct is made against a staff member or fellow client.

Mandatory reporters will only make a report to the Community Services Helpline where there is suspected risk of significant harm as opposed to risk of harm. For reports that do not meet the new threshold, mandatory reporters where appropriate identify potential responses within their own agency or organisation or make a referral to other services to provide support to the family, including the Family Referral Service, with the consent of the family.

It is your responsibility to ensure that you comply with the provisions of the Children & Young Persons (Care & Protection) Act 1988, including notifying the Department of Human Services NSW, Community Services immediately in the event that a client makes an allegation of abuse or assault against a staff member or fellow client.

Clause 19 Dispute Resolution

19.1 Dispute Resolution Process

You and Juvenile Justice must attempt to settle any dispute in relation to this Agreement in accordance with this Clause 19 (Dispute Resolution) before resorting to court proceedings or other dispute resolution process:

- (a) A party claiming that a dispute has arisen, must give written notice of the dispute to the other party. On receipt of this notice the parties must within fourteen (14) days of receipt seek to resolve the dispute.
- (b) If the dispute is not resolved within a fourteen (14) day period or within such further period as the parties agree in writing then the dispute is to be referred to the Australian Commercial Dispute Centre (ACDC) for mediation.

- (c) The mediation shall be conducted in accordance with the ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
- (d) If the dispute is not settled within 28 days (or such other period as agreed to in writing between the parties) after appointment of the mediator, or if no mediator is appointed within 28 days of the referral of the dispute to mediation, the parties may pursue any other procedure available at law for the resolution of the dispute.
- (e) If Juvenile Justice requests it, you must continue performing this Agreement while a dispute is being dealt with in accordance with this Subclause, other than such obligations (or part thereof) which are the subject of the dispute, to the extent practicable to do so.

Nothing in this Clause 19 (Dispute Resolution) will prevent either party from seeking urgent interim legal remedies.

The parties agree that neither will engage in any conduct or communications intended to disparage the other.

Clause 20 Notices

20.1 Contact details

You must inform Juvenile Justice within seven (7) days of any changes to your contact details set out below:

Juvenile Justice:
Contact Name:
Address:
Telephone:
Facsimile
Email:

You [Enter organisation name]
Contact Name:
Address:
Telephone:
Facsimile
Email:

20.2 Notice Requirements

A notice under this Agreement must be:

- (a) in writing, directed to the representative of the other party as set out in Subclause 20.1; and
- (b) forwarded to the address, facsimile number or the email address of that representative as set out in Subclause 20.1.

20.3 When a notice is served

A notice under this Agreement will be deemed to be served:

- (a) in the case of delivery in person – when delivered to the recipient's address for service and a signature received as evidence of delivery;

- (b) in the case of delivery by post – within three (3) Business Days of posting;
- (c) in the case of delivery by facsimile – at the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient; or
- (d) in the case of delivery by email – on receipt of confirmation by the sender that the recipient has received the email.

20.4 Delivery late in the day

Notwithstanding the provisions of this Clause 20 (Notices), if delivery or receipt of a communication is on a day which is not a Business Day in the place to which the communication is sent or is later than 5pm (local time in that place) it will be deemed to have been duly given or made at 9am (local time in that place) on the next Business Day in that place.

Clause 21 General

21.1 Entire Agreement

This Agreement constitutes the entire Agreement and understanding between the parties as to the subject matter of this Agreement. Any prior arrangements, representations or undertakings as to the subject matter of this Agreement are superseded.

21.2 Non-waiver

No failure or delay by Juvenile Justice in exercising any right power or remedy under this Agreement and no course of dealing or grant by Juvenile Justice to you of any time or other consideration, will operate as a waiver of the breach or a default by you.

Any waiver by Juvenile Justice of a breach of this Agreement will not be construed as a waiver of any further breach of the same or any other provision.

21.3 Conflict of interest

You warrant that at the date of this Agreement, no conflict of interest exists or is likely to arise in relation to execution of this Agreement or its subject matter. You undertake to notify Juvenile Justice, in writing, immediately upon becoming aware of the existence, or possibility, of a conflict of interest and agrees to comply with any reasonable directions of Juvenile Justice to appropriately manage the conflict of interest, within the time frame stipulated by Juvenile Justice in writing.

21.4 Severability

If any part of this Agreement is prohibited, void, illegal or unenforceable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.

21.5 Relationship

- (a) Nothing in this Agreement is intended to create a partnership, joint venture or agency relationship between the parties;
- (b) you shall not hold yourself out to be an employee, partner, agent or representative of Juvenile Justice; and

- (c) all work performed by you and all contracts made by you to carry out the Project shall be performed and made by you as principal and not as agent for Juvenile Justice. In all dealings in relation to the Project you shall act solely on your own account.

21.6 Applicable law

This Agreement is governed by, and must be construed in accordance with, the laws in force in the State of New South Wales.

21.7 Governing jurisdiction

You and Juvenile Justice submit to the exclusive jurisdiction of the Courts exercising jurisdiction in the State of New South Wales and the Courts of Appeal.

Executed by

.....
(name of Funding Recipient as per the Agreement Details)

A.B.N:
(Funding Recipient A.B.N.)

in accordance with its constitution and, if applicable, any requirements for execution contained in the statute that establishes the Funding Recipient

by or in the presence of:

.....
(name and title of first signatory)

.....
(signature)

.....
(name and title of second signatory)

.....
(signature)

Signed, sealed and delivered for and on behalf of the Crown in right of the State of New South Wales, but not so as to incur any personal liability

By Peter Muir, Chief Executive

Juvenile Justice,
Department of Human Services NSW

.....
Peter Muir

in the presence of

.....
(name of witness)

.....
(signature of witness)

Project Details

A. Funding period:

B. Full name of organisation:

This is the official or registered name of the organisation and appears on all legal documents relevant to the organisation.

C. Name and position of contact person:

D. Address of organisation:

E. Phone:

F. Fax:

G. E-mail:

H. Full name and address of project / service:

This is the name most commonly used to describe the project / service. If address is same as the organisation, state 'same as D'.

I. Brief project / service outline:

No more than 30 words. What you write here will be what the department will use in promotional material to describe the project / service.

As agreed with successful tenderer in Part B of the tender response

J. Project / service aim:

As agreed with successful tenderer in Part B of the tender response

K. Project / service objectives:

- As agreed with successful tenderer in Part B of the tender response

L. Detailed project / service description:

As agreed with successful tenderer in Part B of the tender response

Information in this attachment must clearly set out the purposes of the project.

M. Aboriginal Participation and Outcome Plan:

In developing your plan, please take into account the following points:

- *What type of Aboriginal Cultural Awareness Training have you provided for staff?*
- *How does your organisation link clients to Aboriginal organisations?*
- *Comment briefly on how your organisation is adequately able to provide access to culturally appropriate resources?*
- *Comment briefly as to how your organisation is able to work effectively with Aboriginal families.*
- *Does your organisation consult with the Aboriginal Community to ensure that case planning is effective?*
- *Are there any Aboriginal people on your Management Committee? If not how could you encourage participation?*

N. Equity Plan

*In developing your plan please describe your strategies to improve service delivery to clients **from each of the following groups**:*

- *Girls and young women*
- *Young people with disabilities (may include intellectual, psychiatric, sensory and physical disabilities)*
- *Young people from culturally and linguistically diverse backgrounds*

O. Consultation & cooperation:

As agreed with successful tenderer in Part B of the tender response.

P. Performance Indicators:

The service provider will be responsible for providing Juvenile Justice with:

- Data for periodic report (Attachment A)
- Details of pre and post program data (including AOD programs, etc)
- Outcomes of case plans
- Client exit forms
- Details of after-care outcomes

Q. Evaluation Plan:

As agreed with successful tenderer in Part B of the tender response.

Information in this attachment must clearly set out the purposes of the project.

Budget

Funding period:

Full name of organisation:

Name of project / service:

Note that if the funding does not fully fund the project / service, the amount allocated under the various cost headings is to be shown separately under **JJ funding contribution**.

Also include a budget allocation for any Major Items.

INCOME		Total Amount
Amount carried forward (if applicable)		
Department of Juvenile Justice funding		
Other government funding for the project		
Donations and bequests for the project		
Interest received for the project		
Other fund raising for the project		
Membership fees for the project		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Total income	\$ -	

EXPENDITURE ⁽¹⁾		Total Cost	JJ funding contribution
A. Labour costs			
Wage / Salary ⁽²⁾			
Leave loading			
Superannuation			
Payroll Tax			
Staff training			
Worker's compensation			
Other labour costs (please specify)			
Total labour costs (A)	\$ -	\$ -	
B. Administrative costs			
Premises rental			
Motor vehicle costs			
Other travel costs			
Telephone costs			
Utilities (electricity, gas, etc)			
Printing			
Stationery			
Audit			
Insurance (please specify)			
Promotion / marketing			
Other administrative costs (please specify)			
Total administrative costs (B)	\$ -	\$ -	
C. Capital costs			
Office furniture			
Office fittings			
Computer software			
Other capital costs (please specify)			
Total capital costs (C)	\$ -	\$ -	
D. Program costs ⁽³⁾			
(please specify)			
(please specify)			
(please specify)			
(please specify)			
(please specify)			
Total program costs (D)	\$ -	\$ -	
TOTAL EXPENDITURE (A)+(B)+(C)+(D)		\$ -	\$ -

DATA SHEET FOR PERIODIC REPORTS

[illegible]

QUARTERLY REVIEW / EXIT FORM**Community Funding Program**

The Quarterly review/exit form is completed by the funded service at the end of each financial year quarter while the client is receiving support and at exit from the program. Quarterly review forms should be forwarded to the Juvenile Justice Officer at the end of the financial year quarter. Exit forms should be forwarded to the Juvenile Justice Officer no later than 7 days after the client exits.

Is this a quarterly review (client still receiving support) or exit (client no longer receiving support)?

- ☐ Quarterly Review (*Sections 1 and 3 only*)
☐ Exit (*complete all sections*)

Section 1

Name: _____

Date of Birth: _____

Review / Exit date: _____

Organisation Name: _____

Program Name: _____

Section 2

Date of Exit Meeting: _____.

Present at Exit meeting (*tick all that apply*)

- ☐ Funded Service Officer
☐ Juvenile Justice Officer
☐ Client
☐ Parent / guardian(s)
☐ Other, specify: _____

If the client was not in attendance at exit meeting, please indicate why:

Main reason for exit (*tick one*)

- ☐ Program Duration Completed
☐ Client outcomes achieved
☐ Left the area
☐ Client no longer willing to participate
☐ Failure to attend
☐ In custody - remand
☐ In custody – control
☐ Other, specify: _____

Section 3: Client outputs and outcomes

In the areas where your service has been providing support, please indicate status at exit.

Extent education support was provided (*tick one*)

- ☐ Primary support provided
☐ Secondary support provided
☐ No support or not an identified need

School participation (*tick one*)

- ☐ Full time
☐ Part time
☐ Correspondence

Education status at review / exit from the program (*tick one*)

- ☐ School
☐ Alternate education
☐ Not at school

To what extent is current status an improvement from intake (*tick one*)

- ☐ Significant improvement
☐ Some improvement
☐ Very small or no improvement

Extent training support was provided (*tick one*)

- ☐ Primary support provided
☐ Secondary support provided
☐ No support or not an identified need

Training status at review / exit from the program(*tick one*)

- ☐ Accredited vocational training
☐ Non-accredited training
☐ Accredited and non-accredited training
☐ Employment training, specify:
☐ Not in training
☐ Other, specify: _____

If training, specify extent (*tick one*)

- ☐ 5 hr or less per week
☐ 5- 15 hr per week
☐ More than 15 hr per week

To what extent is current status an improvement from intake (*tick one*)

- ☐ Significant improvement
☐ Some improvement
☐ very small or no improvement

Extent employment support was provided

- ☐ Primary support provided
☐ Secondary support provided
☐ No support or not an identified need

Employment status at review / exit from the program (*tick one*)

- ☐ F-T employment
☐ P-T employment
☐ Casual employment
☐ Apprenticeship
☐ Traineeship
☐ Unemployed
☐ Not in labour force
☐ Other, specify: _____

Stability of employment (*tick one*)

- ☐ Stable / regular
☐ Unstable / irregular

Job search skills / job readiness (*tick one*)

- ☐ Good job search skills
☐ Fair job search skills
☐ Poor job search skills

To what extent is current status an improvement from intake (*tick one*)

- ☐ Significant improvement
☐ Some improvement
☐ very small or no improvement

Extent accommodation support was provided (*tick one*)

- ☐ Primary support provided
☐ Secondary support provided
☐ No support or not an identified need

Accommodation status at review / exit from the program (*tick one*)

- ☐ Detention centre on remand
☐ Detention centre on control
☐ Hospital / nursing home
☐ NFPA
☐ Foster Care
☐ Other residential care.
☐ Independent living
☐ Refuge
☐ supported accommodation
☐ with both parents
☐ with one parent
☐ with other family member
☐ with unrelated person
☐ Other, specify: _____

Stability of accommodation (*tick one*)

- ☐ Stable / safe
☐ Unstable / unsafe

Living skills (*tick one*)

- ☐ Poor basic living skills
☐ Fair basic living skills
☐ Good basic living skills

To what extent is current status an improvement from intake (*tick one*)

- ☐ Significant improvement
☐ Some improvement
☐ very small or no improvement

Indicate length of stay in different types accommodation while in the program (*starting with the most recent placement*)

Accommodation type: No of weeks:

Extent income support was provided (*tick one*)

- ☐ Primary support provided
- ☐ Secondary support provided
- ☐ No support or not an identified need

Income status at review / exit from the program
(*tick all that apply*)

- ☐ Unemployment benefit
- ☐ Study benefit
- ☐ Disability benefit
- ☐ Homeless benefit
- ☐ Parental support
- ☐ FT employment
- ☐ PT employment
- ☐ Casual employment
- ☐ No income
- ☐ 10 Other, specify:

Adequacy of income (*tick one*)

- ☐ Adequate income support
- ☐ Inadequate Income support

To what extent is current status an improvement from intake (*tick one*)

- ☐ Significant improvement
- ☐ Some improvement
- ☐ very small or no improvement

Extent support with access to appropriate leisure / recreation activities was provided

- ☐ Primary support provided
- ☐ Secondary support provided
- ☐ No support or not an identified need

Level of access to appropriate leisure / recreation activities at review / exit from the program (*tick one*)

- ☐ Adequate access
- ☐ Some access, not adequate
- ☐ Poor or no access

To what extent is current status an improvement from intake (*tick one*)

- ☐ Significant improvement
- ☐ Some improvement
- ☐ very small or no improvement

Please briefly describe the main outcomes (if any) for the client as a result of participating in the program

Employment / education and training while in the program. Please use categories specified below and indicate start date and finish date for each placement (if still attending, indicate “ongoing” in finish date)

Code	Type of employment / education / training
A	F-T employment
B	P-T employment
C	Seasonal work
D	Apprenticeship / traineeship
E	volunteer work
F	Work for the dole / CDEP
G	Casual work
H	Approved activities related to Mutual Obligation
I	Full-time education (school / uni)
J	Accredited vocational training
K	Other non-accredited training
L	Other, specify:

Code	Start Date	Finish Date

Contact details of employment / education and training providers the client has / has had placements with as part of this program

Name of employer/education/training provider	Contact Name	Phone number

What client needs remain unmet:

Has the client been referred to other government agencies and / or community organisations for assistance:

☐ Yes ☐ No

If yes, list the name of these agencies / organisations

a)
b)
c)
d)

Describe any other arrangements to meet client's ongoing needs

Audited Financial Statement

To be submitted within 3 calendar months starting the day after the funding period ends (subclause 5.3).

Full name of organisation:

Name of project / service:

Income and Expenditure Statement for period:

Please note that if the funding did not fully fund the project / service, the amount spent under the various cost headings is to be shown separately under **JJ funding contribution**.

INCOME	Total Amount
Amount carried forward (if applicable)	
Department of Juvenile Justice funding	
Other government funding for the project	
Donations and bequests for the project	
Interest received for the project	
Other fund raising for the project	
Membership fees for the project	
Other (please specify)	
Other (please specify)	
Other (please specify)	
Total income	\$

EXPENDITURE ⁽¹⁾	Total Cost	JJ funding contribution
A. Labour costs		
Wage / Salary ⁽¹⁾		
Leave loading		
Superannuation		
Payroll Tax		
Staff training		
Worker's compensation		
Other labour costs (please specify)		
Total labour costs (A)	\$	\$

B. Administrative costs		
Premises rental		
Motor vehicle costs		
Other travel costs		
Telephone costs		
Utilities (electricity, gas, etc)		
Printing		
Stationery		
Audit		
Insurance (please specify)		
Promotion / marketing		
Other administrative costs (please specify)		
Total administrative costs (B)	\$	\$

C. Capital costs			
Office furniture			
Office fittings			
Computer software			
Other capital costs (please specify)			
Total capital costs (C)		\$	\$

D. Program costs ⁽²⁾			
(please specify)			
(please specify)			
(please specify)			
(please specify)			
(please specify)			
Total program costs (D)		\$	\$

TOTAL EXPENDITURE (A)+(B)+(C)+(D)			
		\$	\$

OPERATING SURPLUS/DEFICIT	Total expenditure	DJJ funding contribution
Add extraordinary items		
Capital grants received		
Insurance recovery		
Other (specify)		
TOTAL	\$	\$

Less transfer to reserves	\$	\$
Addition/reduction to accumulated funds	\$	\$

Notes

1. Please insert a line for each position separately.
2. Program costs are costs directly associated with operating a program. These can include materials and specific transport costs. Program related labour costs should be included under Labour costs.

Auditor's Statement

I have audited the accounting and associated records relating to the abovementioned project and have received from the organisation concerned all the information to substantiate that the funds have been expended in accordance with the conditions of funding. In my opinion the above statement shows a fair and accurate record of the receipts and payments relating to the project.

I certify that I am a member of the Institute of Chartered Accountants, or a member of the Australian Society of Certified Practising Accountants or a member of the National Institute of Accountants holding a current Public Practice Certificate, or a Registered Company Auditor and am not an employee of the organisation, or a person who has any financial interest in the organisation.

Signed	Date
Printed name	Telephone no.
Position	Company

STAFF AND SALARIES REPORT

Full name of organisation:

Name of project / service:

Funding period:

								As At 30 June		
Position of Staff Employed (List individual Positions)	Duration of employment		Formal Qualification (Use ref Nos)	Award / Enterprise Ag'ment / Contract (Details – Use ref Nos)	Grade /Step (Cat_Yr)	Av Hours Worked Per Week	Salary Rate Per Hour	Total Gross Salary Paid (As per Group Cert)	Untaken Balance Annual Leave Days or Hrs - specific	Years of Service for LSL (YRS & mths)
	To	From								
# Total should agree with Salaries and Wages total on the Income & Expenditure Statement							TOTAL #	\$		
								(Whole \$ only)	ANNUAL LEAVE	LS LEAVE
Agency comments Re any adjustments, terminations, new appointments, etc							From the above details			
							Total Liability		Total Liability	
							\$		\$	
							Total Provision *		Total Provision *	
							\$		\$	
							* Actual funds set aside & held			

Qualification: 1 University Degree 2 Other Degree 3 Diploma/Ass Diploma 4 Certificate 5 Other _____ 6 Other _____ 7 None	Award: 1 Award-SACS (State) Award 2 Award-Aboriginal Health Services Award 3 Award-(please indicate) _____ 4 Award-(please indicate) _____ 5 Award-(please indicate) _____ 6 Registered Enterprise Agreement _____ 7 Individual contract _____
--	--

Six Monthly Financial Statement

To be submitted every six months starting the date the funding period starts.

Full name of organisation:

Name of project / service:

Income and Expenditure Statement for period:

Please note that if the funding did not fully fund the project / service, the amount spent under the various cost headings is to be shown separately under **JJ funding contribution**.

INCOME	Total Amount
Amount carried forward (if applicable)	
Department of Juvenile Justice funding	
Other government funding for the project	
Donations and bequests for the project	
Interest received for the project	
Other fund raising for the project	
Membership fees for the project	
Other (please specify)	
Other (please specify)	
Other (please specify)	
Total income	\$

EXPENDITURE ⁽¹⁾	Total Cost	JJ funding contribution
A. Labour costs		
Wage / Salary ⁽¹⁾		
Leave loading		
Superannuation		
Payroll Tax		
Staff training		
Worker's compensation		
Other labour costs (please specify)		
Total labour costs (A)	\$	\$

B. Administrative costs		
Premises rental		
Motor vehicle costs		
Other travel costs		
Telephone costs		
Utilities (electricity, gas, etc)		
Printing		
Stationery		
Audit		
Insurance (please specify)		
Promotion / marketing		
Other administrative costs (please specify)		
Total administrative costs (B)	\$	\$

C. Capital costs			
Office furniture			
Office fittings			
Computer software			
Other capital costs (please specify)			
Total capital costs (C)		\$	\$

D. Program costs ⁽²⁾			
(please specify)			
(please specify)			
(please specify)			
(please specify)			
(please specify)			
Total program costs (D)		\$	\$

TOTAL EXPENDITURE (A)+(B)+(C)+(D)			
		\$	\$

OPERATING SURPLUS/DEFICIT	Total expenditure	DJJ funding contribution
Add extraordinary items		
Capital grants received		
Insurance recovery		
Other (specify)		
TOTAL	\$	\$

Less transfer to reserves	\$	\$
Addition/reduction to accumulated funds	\$	\$

Notes

1. Please insert a line for each position separately.
2. Program costs are costs directly associated with operating a program. These can include materials and specific transport costs. Program related labour costs should be included under Labour costs.

This report must be the signed by a person in the organisation who is responsible for the efficient delivery of the project / service.

I certify that the above statement is a fair and accurate record of the income and expenditure of the project.

Signature:	Date:
Position in Organisation :	

Certified Annual Activities and Outcomes Report**Full name of organisation:****Name of project / service:****Funding period:**

This report must be signed by a person in the organisation who is responsible for the efficient delivery of the project / service.

I certify that the terms of the funding agreement and the purposes of the program have been met.

Signature:**Date:****Position in
Organisation:**

A. Were project/service goals achieved? How? (Make reference to Performance Indicators and include comparative service statistics).

B. Who were the major users of the service? (eg number of users who are young women, CALD, Aboriginal, young people with disabilities etc)

C. Comment briefly on how the project/service was of direct benefit to the target group.

D. Were there any changes in demand for the service? Did activities change to meet the demand?

E. Were there any difficulties encountered in providing the service to the level as outlined in your Funding Agreement?

F. Were there any issues with liaison between Juvenile Justice staff and your organisation?

G. What client/user involvement was there in the management of the project/service?

H. Outline any interaction between your organisation, other NGOs, government departments and services in the period, relating to the project/services.

I. Does the project/service use volunteer staff, if so, how are they trained and supported?

J. What are the operating hours of the service?

K. Comment on the effectiveness of your Aboriginal Participation Plan.

L. Comment on the effectiveness of your Equity Plan in meeting the particular needs of the following groups:

- *Girls and young women*
- *Young people with disabilities (may include intellectual, psychiatric, sensory and physical disabilities)*
- *Young people from culturally and linguistically diverse (CALD) backgrounds*

M. Attach other relevant information (including your organisation's annual report).

This report is to be submitted within 3 calendar months starting the day after the funding period ends.