



Agreement for Funding of Services

Schedule

Program: OOHC Contracted Care

Contract ID: 1-11484339545

Contract name: NPOOHCFPR- South Eastern Sydney-2002

Department of Communities and Justice
ABN 36 433 875 185

Boys' Town Engadine
ABN 75114343725

The Date of the Agreement for Funding of Services – Schedule is **1 July 2020**

This Schedule and its paragraphs, are to be read in conjunction with the Agreement for Funding of Services - Standard Terms (the "**Agreement**").

Capitalised terms, where used in this Schedule, have the same meaning as given in the Agreement unless the context requires otherwise.

A reference to Program Guidelines in the Schedule or the Agreement is also a reference to the Program Specifications.

Details	Description	
Us (Agency)	Name:	Department of Communities and Justice
	ABN:	36 433 875 185
	Address:	

Level 4, 219-241 Cleveland Street Strawberry Hills NSW 2010

	Position, name and contact details of Agency representative:	Commissioning & Planning Officer Faith Masila 02 8303 6322 Faith.masila@facs.nsw.gov.au
You (Provider)	Name:	Boys' Town Engadine
	ABN/ACN/ICN:	75114343725
	Address:	35A Waratah Rd Engadine, New South Wales 2233
	Position, name and contact details of Provider representative:	Executive Director Paul Mastronardi 02 85083900 Paul.Mastronardi@BOYSTOWN.NET.AU

Initial Term
(Clauses 1.1 and 3.1) 3 years
Start Date: 1 July 2020
End Date: 30 June 2023

Extension period
(Clause 3.2) Not applicable

Services
(Clauses 1.1
and 5)

TABLE 1

Financial Year	Service level	Maximum quantity	Unit measure	Unit price	Line Item Total
2020/2021	Family Preservation	24	Service	\$65,933.67	\$1,582,408.16
2021/2022	Family Preservation	24	Service	\$65,933.67	\$1,582,408.16
2022/2023	Family Preservation	24	Service	\$65,933.67	\$1,582,408.16

The service details are as follows:

TABLE 2

Service Level	Quantity	Target Group	Location/LGAs
Intensive and targeted intervention to the immediate family and the child or young person where the goal is family preservation.	24	Young people aged between 12 and 17 who would benefit from a different schooling environment. Referrals are from young people living in a family environment at risk of entering the child protection system or young people in long term foster care at risk of placement breakdown.	Sydney, South Eastern Sydney and Northern Sydney District Western Sydney and Nepean Blue Mountains District South Western Sydney District Illawarra Shoalhaven District

Target Group
(Clauses 1.1
and 5.1(a)(i))

The program targets young people aged between 12 and 17 years who would benefit from a different schooling environment.

Referrals are from young people living in a family environment at risk of entering the child protection system or young people in long-term foster care at risk of placement breakdown.

Objectives
(Clauses 1.1
and 5.1(a)(v))

Dunlea Centre, Australia's Original Boys' Town is a Family Preservation Program designed to provide both educational and residential services.

Placement - The 24 places are residential Monday to Friday during school term. Students are required to return to their family/carers during the weekend and **school holidays**.

Carer Support - Carers/family are a vital part of the program. Dunlea Centre will only accept enrolments after both the student and carers/family have signed agreements to participate in the program.

The program outcomes include:

- Improved wellbeing outcomes for adolescents' age 12 to 17 years.
 - Improved education engagement and outcomes for young people in Years 7 to 10.
 - Stronger independent living skills and healthy routines.
 - Stronger young people's and parents/carers engagement
 - Improved parenting capacity reported by Parents/Carers
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Funds and payment
(Clauses 1.1 and 9.1)

Total amount of Funds:
(Clauses 1.1 and 9.1(a))

\$ 4,747,224.48 between 1 July 2020 and 30 June 2023 (exclusive of GST)

The Funds will be paid to You on the following basis:
(Clause 9.1(a))

The amount of Funds to be paid for each Financial Year of the Term is \$ \$1,582,408.16

See also the Supplementary Conditions in relation to Funds held on trust.

A portion of the Funds will be paid to You at quarterly intervals, unless otherwise agreed in writing.

Table 3

Instalment	Payment trigger	Date for payment	Supporting documentation for payment claim
A portion of the funds will be paid to You each quarter.	Signature of contract for first quarterly payment]	Quarterly	N/A

Your bank account details:
(Clause 9.1(b))



You must use
the Funds
during the
following
period:
(Clause
9.3(a)(iii))

The Financial Year in which the Funds are paid to You, unless notified by us in writing.

Budget

(Clauses 1.1 and 9.2)

The available budget for this service is \$1,582,408.16 per annum (GST exclusive), from 2020/21 – 2022/23.

Assets

(Clauses 1.1 and 11)

Asset threshold value:
(Clause 1.1)

\$2,000 (exclusive of GST)

Other items that are
Assets:
(Clause 1.1)

N/A

Asset obligations:
(Clause 11.1(a)(i))

Nothing stated

Owner of assets:
(Clause 11.2)

You agree that any Assets purchased with the Funds are the property of Us and are held on trust by You on behalf and for the benefit of Us unless otherwise approved by Us.

Milestones
(Clause 1.1 and
5.1(a)(iv))

TABLE 4

Number	Milestones	Due date
1	Provision of residential care (Monday to Friday during school term), case management, education and parenting program in line with annual minimum numbers	30 June 2021
2	Provision of residential care (Monday to Friday during school term), case management, education and parenting program in line with annual minimum numbers	30 June 2022
3	[Provision of residential care (Monday to Friday during school term), case management, education and parenting program in line with annual minimum numbers	30 June 2023

Notified Policies
(Clauses 1.1 and
5.2(b))

The policies, guidelines and codes stated in the Program Specifications.

Standards
(Clauses 1.1 and
5.2(c))

The standards stated in the Program Specifications (if any).

**Performance and
Outcome
Measures**
(Clauses 1.1 and
5.3)

The performance and outcome measures described in the Program Specifications.

Subcontracting

None stated

(Clauses 1.1 and
6.3)

Additional circumstances requiring notification as soon as reasonably practicable
(Clause 8.1)

You will notify Us as soon as reasonably practicable of any change of “officer” as defined in the *Corporations Act 2001*(Cth), in Your organisation. This includes but is not limited to:

- a director or secretary;
- any other person who makes decisions affecting the whole, or a substantial part of the business; and
- any other person who has the capacity to affect the financial standing, of Your organisation.

Additional circumstances requiring immediate notification
(Clause 8.2(e))

You will also notify Us immediately of the following changes to Your organisation, including:

- change to legal status;
- change of ABN; and
- new ACN.

Additional contributions
(Clause 9.8)

Refer to clause 7 of the Supplementary Conditions.

Ownership or licensing of Intellectual Property Rights
(Clauses 16.1, 16.2 and 19.4(e)(i))

Refer to clause 16 of the Agreement.

TABLE 5

Reporting requirements
(Clause 19.4(a)(i))

Report name	Content of report / report requirements	Frequency of report	Form and method of delivery of report	Details of recipient (name, title and email address)
Ongoing reporting through Common Sense Parenting	Measure the level of engagement of parents /carers	Annually	<i>Annual report provided to DCJ in July for annual review</i>	N/A
Ongoing reporting through Post Evaluation Survey's (Parent and Young Person) and Follow Up data collection (at 6 and 12 months post program)	Measure improvement of relationships within families	Annually	<i>Annual report provided to DCJ in July for annual review</i>	N/A
Ongoing reporting through ACER's Progressive Assessment Tests in Reading Comprehension, Maths, and Spelling	<i>Measure the level of educational gains</i>	Annually	<i>Annual report provided to DCJ in July for annual review</i>	N/A
Ongoing reporting through attendance data for young people	<i>Measure levels of attendance by young people</i>	Annually	<i>Annual report provided to DCJ in July for annual review</i>	N/A
Ongoing reporting through Strengths and Difficulties Questionnaire and the Resiliency Scales for children and adolescents	<i>Measure improvement in emotion, behaviour and strengths and a reduction in vulnerabilities in young people</i>	Annually	<i>Annual report provided to DCJ in July for annual review</i>	N/A
Minimum Occupancy Rate	<i>Minimum occupancy rate of 85%</i>	Annually	<i>Annual report provided to DCJ in July for annual review and at regular contract meetings</i>	N/A



Insurance

(Clause 20.1) Refer to clause 20.1 of the Agreement.

**Acknowledgment
and publicity**
(Clause 21.1) None stated]**Dispute
resolution
(nominated
representatives)**
(Clause 22.1(d))Our nominated
representative:

Robbie McInnes

Your nominated
representative:

Kate McLaren

**Dispute
resolution
(senior
representatives)**
(Clause 22.1(e))Our senior
representative:

Penny Church

Your senior
representative:

Paul Mastronardi

**Supplementary
Conditions**
(Clauses 1.1,
2.1(c) and
5.1(a)(vi))**1. Effect of Supplementary Conditions**

For the purposes of clause 2.1(c) of the Agreement, where there is any inconsistency between the following Supplementary Conditions (including those described as “additional Supplementary Conditions”) and the Standard Terms, the following Supplementary Conditions will prevail over the Standard Terms to the extent of the inconsistency.

2. Additional definitions

In this Schedule, the following terms have the following meanings:

Financial Year means each 12 Month period commencing on 1 July and ending on 30 June.

Program Specifications means the document as amended or replaced by Us from time to time, an initial version of which is attached to the Agreement as Attachment 1.

3. Option to extend

For the purposes of clause 3.2 of the Agreement, and to the extent that an extension period is stated in this Schedule, the parties acknowledge and agree that:

- (a) Our right to extend under clause 3.2 of the Agreement is an option to extend the Term for the extension period; and

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- (b) We may exercise that option by notifying You no later than 30 days prior to the expiry of the Initial Term, in writing, that We wish to exercise it.

4. Program Specifications

- (a) You acknowledge and agree that:
 - (i) You are required to comply with the Program Specifications as that document is amended or replaced from time to time;
 - (ii) we may amend or replace the Program Specifications at any time and that updated version or replacement document is the 'Program Specifications' for the purposes of the Agreement; and
 - (iii) it is Your responsibility to ensure you have obtained, and are providing the Services in accordance with, the as current version of the Program Specifications.
- (b) Without limiting paragraph 4(a)(iii), We will take reasonable steps to notify You of any amendment or replacement referred to in paragraph 4(a)(ii) that may have a material impact on the Services.

5. Accounts and records

You agree to keep proper accounts and records of Your use of the Funds (in respect of the bank account described in this Schedule), separately from Your other accounts and records.

6. Funds held on trust

You agree that the Funds remain the property of Us, and are held on trust by You on behalf and for the benefit of Us, until the Services are delivered to the reasonable satisfaction of Us. For the avoidance of doubt, Funds do not need to be placed in a trust account.

7. Additional funds

- (a) You agree to provide details of any additional monetary contributions by another agency or authority relating to the provision of the specific services funded within this contract. This includes the following:
 - (i) the funding amount
 - (ii) the agency providing the funding
 - (iii) the outputs and outcomes attributed to the funding
- (b) We reserve the right to discuss with You the potential impact any such funds may have on services funded by Us.

8. Asset Register

For the purpose of clause 11.3 of the Agreement, You agree to provide us the Asset Register within 4 months of the end of each Financial Year during the Term.

9. Termination without fault

Clause 13(2)(b) is amended by replacing “6 months” with “90 days”.

10. Privacy Legislation

The parties agree that the Privacy Legislation, for the purposes of clause 18.1(a) of the Agreement, will be read down to exclude the Privacy Act 1988 (Cth).

11. Records

- (a) If You are funded to provide out of home care services, You agree to comply with section 170 of the CYPCP Act (and service provision guidelines), including maintaining files of a child or young person for 7 years after you cease to be responsible for the placement of the child or young person. At the expiration of such period or, if, within that period You cease to be a designated agency, You agree to deliver the records to the Secretary of Us.
- (b) If You are funded to provide out of home care services, You agree to deliver to Us at no cost all records relating to the placement in statutory or supported out-of-home-care of Aboriginal and Torres Strait Islander children and young persons within 60 days after the child or young person ceases to be in the care of your organisation for any reason or ceases to be in statutory or supported out-of-home-care. Records in electronic format must be delivered in PDF format, or any other electronic format specified by Us.

12. Reporting

The requirements of this paragraph 12 apply for the purposes of clause 19.4(a)(i) of the Agreement.

Organisational level

- (a) Subject to paragraph 12(d), if You are required by law to prepare audited financial statements, then You agree to provide Us with copies of such audited financial statements, within 4 months of the end of each Financial Year during the Term.
- (b) Any audited financial statement provided to Us must be accompanied by an audit certificate signed by an auditor who is a member of a professional accounting or auditing body that meets the Accounting Standards. The auditor must be independent of You and must not have any financial interest in You. The audit certificate must include a statement that

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- the audit has been completed in accordance with all applicable Accounting and Auditing Standards.
- (c) Subject to paragraph 12(d), if You are not required by law to prepare audited financial statements, then You agree to provide Us with the following financial statements, within 4 months of the end of each Financial Year during the Term:
- (i) Statement of profit and loss and other comprehensive income;
 - (ii) Statement of financial position;
 - (iii) Statement of changes in equity;
 - (iv) Statement of cash flow;
 - (v) Notes to the financial statements;
 - (vi) A signed and dated Responsible Persons' declaration about the statements and notes;
 - (vii) A compilation report.
- (d) You are not required to comply with paragraphs 12(a) or 12(c) if You are a local council, university or other body established under NSW legislation.
- (e) You agree to include in the audited financial statement any additional Funding provided by Us to You (outside of the Agreement), within 4 months of the end of each Financial Year during the Term.

Services

- (f) In relation to the Services, You agree to provide a detailed income and expenditure statement:
- (i) for Funds under the Agreement valued at above \$25,000 (excl GST);
 - (ii) to include any additional funds provided by Us;
 - (iii) within 4 months of the end of each Financial Year during the Term;
 - (iv) at expiry and/or termination; or
 - (v) upon request.
- (g) In relation to the Services, You agree to provide a certificate in relation to the expenditure of all Funds under the Agreement:
- (i) certifying that the Funds have been properly spent, in accordance with the requirements of the Agreement;
 - (ii) signed by 2 members of Your board of management; and
 - (iii) within 4 months of the end of each Financial Year during the Term.

13. Data sharing

You agree that we may share any and all data, information and documents arising under or in connection with the Agreement in accordance with the rights and responsibilities afforded to Us pursuant to the *Data Sharing (Government Sector) Act 2015 (NSW)*.

14. Research, evaluation and data collection

- (a) You agree to comply with any request from Us for statistical or other information relating to the Services to be used for surveys or research authorised by Us.
- (b) If You make a written request to Us, We agree to provide You with a copy of any public information or report compiled by Us as a result of any surveys or research referred to in paragraph 15(a), within 28 days of Your request.
- (c) You agree to promptly notify Us if You, or any third party, intends to conduct research into activities that receive Funds. You agree that any such research must comply with Our "Guidelines for External Researchers" (or similar document advised by Us to You in writing), available on Our website.
- (d) Without limiting the foregoing, You agree to collect and provide the following information to Us:
 - (i) all information required to report on Your performance under the Agreement;
 - (ii) information relating to the delivery of the Services;
 - (iii) information in accordance with any data collection requirements notified to You from time to time; and
 - (iv) information required for surveys or research authorised by Us.

15. Reasonable access

You agree to:

- (a) provide the Services in a way which provides reasonable access to all persons in the Target Group (or if there is no Target Group, to all persons) regardless of race, gender, age, pregnancy, marital status, disability, sexual preference, religion, cultural background, transgender or health status. You acknowledge and agree that the provision of reasonable access may require the use of interpreters and translators for clients from diverse linguistic and cultural backgrounds; and
- (b) take reasonable action to ensure that any usual places at which the Services will be provided are physically accessible to people with disabilities, having regard to the circumstances of a particular case, including:
 - (i) the needs of the client;
 - (ii) the consequences for the client of exclusion from Services;
 - (iii) Your financial circumstances; and
 - (iv) the estimated cost of accessibility.

16. Audits

- (a) Clause 15.2(b) of the Agreement does not apply.
- (b) In respect of any access referred to in clause 15.2(a) of the Agreement, We agree to, where practicable, endeavour to provide:
 - (i) if We wish to attend your premises or the premises where the Services are or were provided – at least 48 hours prior notice to You;
 - (ii) if We wish to attend a client's or carer's private home, (and must only attend the client's or carer's private home with that client's or carer's permission) – at least 14 days prior notice to the client or carer;
 - (iii) if we wish to review, audit, or investigate Your performance under the Agreement – at least ten Business Days to You; and
 - (iv) any other circumstances – reasonable prior notice in the circumstances to You.
- (c) If We wish to review, audit, or investigate Your performance under the Agreement, We agree to also endeavour to provide You with:
 - (i) written terms of reference for the audit;
 - (ii) instructions about Your obligations during the audit;
 - (iii) a copy of any reporting arising from the audit; and
 - (iv) an opportunity to respond to any audit report.
- (d) Without limiting anything else in the Agreement, if We hold serious concerns about the provision of the Services, We reserve the right to, with the approval of Our relevant senior executive officer, attend premises or inspect records or documents without prior notice to You. We agree to, where practicable, endeavour to provide reasons upon attending the premises or inspecting the records or documents.

17. Cooperation and assistance

- (a) You agree to provide access at no cost or expense to Us.

18. Notice sent to the DCJ contract management portal

- (a) Unless stated otherwise in this Agreement and subject to clause 23, a notice, request or other communication given under this Agreement may be sent by either party via the Department's contract management portal that has provisions for these notices, requests or other communication to be sent and received;
 - (b) A notice, request or other communication sent by means of the contract management portal must be signed by a duly authorised representative of the sending party;
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- (c) Without limiting the means by which the sending party may be able to prove that a notice, request or other communication has been received by the other party, it will be deemed to have been received:
- (i) when the sender receives an automated message confirming delivery (and retains proof of receipt) or
 - (ii) 30 minutes after the time sent (as recorded on the portal from which the sender sent the message) unless the sender received an automated message that the message has not been delivered (and retains proof of such receipt)
- whichever happens first.
- (d) All electronic notices must comply with the *Electronic Transactions Act 2000 (NSW)*.

19. Additional Supplementary Conditions

N/A

Attachment 1 – Dunlea Centre Service Description

Attachment 2 – Agreement for Funding of Services – Standard Terms

EXECUTION

The parties agree that by signing this document they enter into an Agreement comprising of the following documents (in the order of precedence described in clause 2.1 of the Agreement):

- (a) the Agreement for Funding of Services - Standard Terms;
- (b) this Agreement for Funding of Services - Schedule; and
- (c) any Attachments.

Executed as an agreement on 15/6/2020

[#Insert date of execution]

[#Note: The clause below is provided as an example only. The Agency should include its form of execution clause if the clause below is not applicable]

Signed for and on behalf of Department of Communities and Justice ABN 36 433 875 185 by its duly authorised officer in the presence of:

DocuSigned by:

2A9D697696044BC

Signature of witness

DocuSigned by:

AA8636FF9E744B1

Signature of authorised officer

Mark Spruhan

Robbie McInnes

Print full name

Print full name

16/6/2020

Manager Commissioning and Planning

Date:

Position of authorised officer

[#Note: Select execution clause that is appropriate to the Provider's structure and proposed method of execution and delete the execution clause that does not apply]

Signed by Boys' Town Engadine ABN 75114343725 by:

DocuSigned by:

184496262B24410

Signature of director/company secretary

DocuSigned by:

6E7E47B0B4C741E

Signature of director

Craig Bratton

Geraldine Gray

Print full name

Print full name

15/6/2020

15/6/2020

Date

OR

Signed for and on behalf of **Boys' Town Engadine**] ABN [75114343725] by its duly authorised officer in the presence of:

Signature of witness

Signature of authorised officer

Print name of witness

Name of authorised officer

Date

Position of authorised officer

Attachment 1 | Program Specifications

DUNLEA CENTRE SERVICE DESCRIPTION

Dunlea Centre, Australia's Original Boys' Town is a Family Preservation Program providing both educational and residential services onsite in Engadine. Its ultimate aim is to achieve *behaviour change and educational gain* with the young people enrolled in the program. It does this through assisting young people and families at risk of breakdown, to remain together as a family unit and deter a young person's potential entry into the Out of Home Care system. The target group are adolescents aged between 12 and 17 who reside in the Greater Sydney or Illawarra regions and living in a family environment. This includes young people in long-term foster care. The length of the program is 12 to 18 months and young people live onsite from Monday morning through to Friday afternoon before returning home.

Dunlea Centre is a registered school (NESA) providing an accredited education program from Years 7 to 10. Currently, Dunlea Centre is seeking registration through NESA for the inclusion of years 11 & 12 to the current school program from 2021 onwards. KLA's are delivered in small groups allowing for additional individual assistance. The majority of young people in the program have been significantly disengaged from school and education prior to commencement, so the small groups assist greatly with re-engagement and targeting specific educational deficits. The residential houses provide a highly structured program, which promotes the development of independent living skills and healthy routines.

Dunlea Centre has implemented the Boys' Town Model of Care from Omaha, USA, which is heavily focussed on the development of positive social skills. The BTO model is 50 years in the making (Fixsen and Blase, 2018) and is well cited in the Californian Evidence Based Clearing House for Child Welfare (CEBC), as supported by empirical evidence and well rated as systems relevant. In fact, it is the most researched residential program anywhere in the world. Technical support is ongoing from BT Omaha and is provided via regular Skype/Zoom sessions in addition to 2-3 site visits from BT Trainers and Consultants per year, ensuring program fidelity.

Young people and parents/carers have access to therapeutic services where required and parents/carers are encouraged to attend parenting classes. Common Sense Parenting (CSP) is a comprehensively researched program and well supported by BoysTown Omaha. This program ensures consistent language and approaches utilised by the staff at Dunlea are carried over into the homes of the young people by the parents/carers. Engaging with parents/carers is a hallmark of the program as highlighted by *aftercare*, which is provided to

families as young people transition out of the program. This generally continues for the following 12 months or as long as considered necessary and/or negotiated between family and staff.]

Outcome Measures

Dunlea Centre use a range of instruments to assist in the evaluation process. The academic tools used to assist a young person during their placement include NAPLAN (years 7 & 9), VALID (years 8 & 10), ACER's Progressive Assessment Tests in Reading Comprehension, Maths, and Spelling. Additionally, the Renaissance Accelerated Reader program is used to improve students reading comprehension and other literacy and numeracy diagnostic tools.

The wellbeing of the Young Person remains the primary focus of the program. Tools utilised to measure mental health and wellbeing include the Strengths and Difficulties Questionnaire and the Resiliency Scales for children and adolescents. These instruments assist staff in capturing the perspective of young people, their parents and teachers. Measures cover emotional symptoms, conduct problems, hyperactivity-inattention, peer problems and prosocial behaviour.

The Beck Youth Inventory and the DASS21 are other instruments often used in addition to the SDQ. The JUTZ Climate Scale is another tool used by the agency. This tool measures the collective atmosphere of the residential arena(s) of the various Houses. From time to time and depending on particular needs of the young person or their family, other standard psychological tests are employed for example: the PRQ – Parenting Relationship Questionnaire (family-focus component) or the Spence Children's Anxiety Scale.