

Special Conditions for Program Level Agreements (PLAs) for non-ITC Residential Care Service Providers

Special condition 1: Transition provisions

1.1. Background

Department of Communities and Justice (DCJ) is currently in the process of recommissioning the Intensive Therapeutic Care (ITC) service types within the Permanency Support Program.

ITC commenced on 1 July 2018 and during the implementation phase, non ITC residential care Service Providers have continued to deliver residential care placements. In 2022-23, DCJ is undertaking a select tender in to expand ITC placements in some locations for ITC as part of PSP Recommissioning. The limited tender responds to identified market gaps and thin markets in ITC coverage and will support more eligible children and young people receive the benefits of therapeutic care.

Non-ITC Residential Care Service Providers will continue to provide residential care placement provisions while the tender is finalised. Pending the outcome of the tender, non-ITC Residential Care Service Providers

- who are successful in the ITC tender will transition to ITC service delivery under a PSP contract
- who are unsuccessful or do not participate in the tender will continue to deliver placements and support children and young people to transition to ITC placements.

The conditions for the delivery of services under the Program Level Agreement relate to the period from the date of execution until the end of the term, or as agreed in line with the provision of care to children and young people

1.2. Obligation to continue providing services and provide Information

In the best interests of the children and young people currently being cared for by the Service Provider, the Service Provider must continue to carry out its contractual requirements and obligations until such time that all the children and young people have transitioned to alternative placements.

DCJ's expectation is that service providers will not establish additional homes or fill unfunded bedroom capacity, unless directly requested by the contract manager (in collaboration with the Central Access Unit and Child and Family Directorate) . During the recommissioning process to expand the ITC service system, the non-ITC residential care service provider may be required to continue to accept referrals into funded vacancies.

The Service Provider is to provide DCJ with information regarding each residential home, when requested by DCJ, or advise DCJ when any details change. The information requested must include the following details: address, children's names residing in the residential home, number and type (residential or intensive residential care) of contracted places for each residential home and maximum capacity of the home.

Special Condition 2: Transition of Children and Young people

This Special Condition applies to non-ITC residential care service providers who:

- remain on residential care contract following the outcome of the ITC tender in 2022-23 or

deliver residential care in locations that are not subject to the ITC tender

2.1. Transitioning of Children and Young People

The Service Provider must:

- Continue to carry out the contractual obligations under the Funding Deed and this PLA,
- Provide immediate services to the current caseload of children and young people,
- Work with DCJ to ensure the least disruptive transition of children and young people to ITC Service Providers.
 - Consider reasonable referrals during the transition period
 - Continuously review the possibility of grouping the children and young people in their care.

The transition of children and young people to ITC Services Providers will be determined by DCJ in conjunction with existing service providers.

2.2. Delivering against the transition plan

The Service Provider will be required to develop a Transition Plan that defines key deliverables and timeframes, to ensure the least disruptive transition of children and young people to an ITC Service Provider, if required. Where the Service Provider identifies issues with delivery, they must immediately notify the DCJ contract manager.

The milestones and timeframes table in the transition plan will be agreed by DCJ and the Service Provider and will form part of the obligations under this PLA. The milestones and timeframes will be reviewed as part of the required outcomes and performance threshold for Service Provider.

2.3 Support for a coordinated approach to the transition

The Service Provider is required to work with:

- DCJ to minimise the children and young people's concerns by maintaining consistent communication with the children and young people in their placements about the transition. Communication about major issues is to be discussed and approved by the relevant DCJ district staff prior to communication with the children and young people,
- DCJ in the transition planning and implementation. This includes working with local districts, Central Access Unit, Commissioning and Planning and where required, Child & Family staff
- Families where restoration is identified as preferred permanent option for the child or young person.

2.4. Transitional Reviews

DCJ will review the transitioning arrangements, including the milestones and timeframes requirements on a monthly basis, either over the telephone or in person, or as directed by DCJ in respect of review frequency, review mechanisms or any other matter.

2.5. Working Collaboratively with other Service Providers

As part of the transitioning process, the non-ITC Residential Care Service Provider is required to work with ITC Service Providers to whom children and young people will be transitioned to ensure transfer of case responsibility is child-focused and guided by the principles of good administration..

2.6 Working closely with the Children's Guardian

The Service Provider will be required to actively work with DCJ and the Office of Children's Guardian (where required) on transition planning and implementation to achieve successful transition within the agreed timeframe.

The Service Provider must maintain OCG accreditation requirements.

2.7 Children and Young People approved for a Significant Disability placement

The Service Provider continues to work closely with DCJ in order to transition all children and young people identified for ITC Significant Disability (SD) to the ITC SD approved Providers.

Special Condition 3: Joint Protocol

3.1 Joint Protocol to reduce the contact of young people in residential Out of Home Care with the criminal justice system

Residential Care Providers must adhere to the Joint Protocol, and ensure that all their staff involved in the provision of Residential Care adhere to the requirements of the Joint Protocol. This includes delivering services and managing issues or concerns regarding children and young people in Residential Care in accordance with the principles and other elements of the Joint Protocol.

Service providers must also ensure that all staff to whom the Joint Protocol applies have undertaken the mandatory training, as identified by DCJ.

Special Condition 4: Data Reporting Requirements

4.1 Accuracy and Timeliness of data reporting

The Service Provider must continue to comply with all data reporting requirements. The Service Provider is required to advise Commissioning and Planning on a weekly basis when a child or young person has been transitioned from the residential care service. Service providers with ChildStory access are required to update placement records in ChildStory via the Partner Portal. Service providers that do not have ChildStory access must advise the Child and Family District Unit of updated placement information.

The Service Provider must participate in the collection of relevant data and information as directed by DCJ including the OOHC Reporting Requirements, in a timely and accurate manner.

4.2 Record management

The Service Provider must comply with the Children and Young Persons (Care and Protection) Act 1998 which requires designated agencies to keep records relating to a child or young person in OOHC for a period of seven years after the placement ceases, following which the records must be delivered to DCJ. The Service Provider is required to work with Commissioning and Planning to prepare the transfer and retrieval of records for children and young people in OOHC to DCJ.

Records may be created, received or maintained in physical form (paper) or electronically. This includes email, letters, documents, text messages, plans, reports, as well as information in databases and information systems.

4.3 Return of child records

The Service Provider is required to manage the return of child records in accordance with guidelines and information provided by DCJ.

Special Condition 6: Variation to funding and payment provisions

6.1 Variation in funding and contract volume

Over the duration of the PLA contract, DCJ will reduce the number of contracted places as

the number of children and young people transition to alternative placements. When a child or young person exits a residential placement, further referrals may be considered in line with the cohort suitability of existing children and young people and the service providers transition requirements. All attempts will be made to place children and young people in existing housing configurations to assist in the transition of cohort groupings to new ITC providers and ensure cost efficiency during the transition period.

DCJ will adjust the purchased levels of residential care types and the agreed contract volume on a quarterly basis, in accordance with the developed transition plan and actuals process. DCJ will agree, in collaboration with the Service Provider, the date when funding will cease for contracted places in the residential home.

In accordance with Section 4.1 (e) of the Program Level Agreement, DCJ will consider all additional true costs associated with the delivery of service to the current cohort of children and young people in a respective quarter and determine the need for one-off funding to ensure service delivery is not compromised.

6.2 Payment for placements

DCJ will make quarterly payment in advance and adjustments will be made following reconciliation of bed days recognising the transitional needs of children and young people from the Service Provider.

DCJ and the Service Provider will closely monitor the delivery against the key deliverables and in accordance with the timeframes agreed during the development of the transition plan.

Payments may be placed on hold if the Service Provider does not meet the agreed deliverables in the transition plan, unless the deliverables have not been met due to delays by DCJ.

To achieve efficiency in the usage of available funds, DCJ will pay the Service Provider based on actual bed nights utilising data from the monthly actual placement report.

Once the residential home is empty, all funding will cease for those contracted places. In special circumstances, DCJ and the Service Provider may negotiate an appropriate payment to ensure sufficient resources are available to complete the transition.

6.3 Payment for Away from Placement

From time-to-time, unplanned absences of children and young people from funded OOHC placements may occur. In these instances, Service Providers should follow the [Away from Placement Policy](#). Payment of an approved Not in Placement period with a non-ITC residential care Service Provider will be made through the Child Transition Payment.

6.4 End of Contract Arrangements

Non-ITC Residential Care Service Providers will be contracted up to 30 June 2023, contracts may cease earlier if all children and young people have been transitioned during this period or the Service Provider is successful in the ITC tender and transition to delivering ITC through the PSP contract. The developed transition plan will assist to determine Program Level Agreement end date.

The Service Provider remains bound to Clause 16.1 of the Funding Deed and must work with DCJ to ensure the least disruptive transition of children and young people to an ITC Service Provider.

I have read and understood the Special Conditions as it relates to the Program Level Agreement.

Service Provider

Delegated Signatory

Name: _____
Position in Organisation: _____
Date: _____
Signature: _____

NSW Department of Communities and Justice

Delegated Signatory

Name: _____
Position in Organisation: _____
Date: _____
Signature: _____

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