

CORRECTIVE SERVICES NSW

# CSNSW State-Wide Programs: External Facilitators

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Deed of Agreement

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# CSNSW STATE-WIDE PROGRAMS: External Facilitators

## Deed of Agreement

This Deed of Agreement ('Agreement') sets out the terms and conditions under which the External Facilitator will provide Program Facilitation Services to Corrective Services NSW

### Part A- The External Facilitator must do the following:

#### 1. Service Delivery

- a) The External Facilitator must ensure they deliver Services to Corrective Services NSW ('CSNSW') in accordance with:
- (i) each electronically accepted Work Order;
  - (ii) all current Departmental policies and procedures;
  - (iii) any direction or guideline issued by the Commissioner or from CSNSW including any direction of CSNSW to submit to testing (random or otherwise) for alcohol and/or drugs; and
  - (iv) all applicable laws and regulations including, but not limited to, the Crimes (Administration of Sentences) Act 1999, the Crimes (Administration of sentences) Regulation 2014, the Crimes (Sentencing Procedure) Act 1999, the Privacy and Personal Information Protection Act 1998 and the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2017 .
  - (v) the standards and level of care, skill, knowledge and judgment generally applicable to such Services;
  - (vi) the established CSNSW Offender Program Facilitation Standards;
- b) The External Facilitator must perform the Services:
- (i) for the full duration of the program, as set out in the Work Order. Any unplanned absences following acceptance of, and commitment to, a Work Order must be

reported in writing to the Manager of Services & Programs (MOSP) CSNSW named on the accepted Work Order prior to the absence with as much notice as possible; and

- (ii) except as otherwise expressly provided in this Agreement, entirely at the External Facilitator's own risk.

c) The External Facilitator agrees to:

- (i) comply with the NSW Justice HR002 Code of Ethics and Conduct Policy, the CSNSW Guide to Conduct and Ethics and the CSNSW Statement of Business Ethics for Contractors and Suppliers to Corrective Services NSW;
- (ii) to deliver all CSNSW programs in accordance with program delivery requirements with regard to both program session duration and session scheduling.
- (iii) permit CSNSW to search Government records for associations with persons in or previously in contact with CSNSW;
- (iv) not have undisclosed personal, financial or family relationships with staff, program participants, inmates, inmates families and friends which could prejudice the discipline and security of correctional centres and/or those subject to Community Corrections supervision;
- (v) declare any actual, perceived or potential conflicts of interest as they arise in writing to CSNSW;
- (vi) not promote their own private business or professional services to program participants or CSNSW staff;
- (vii) not proselytise or attempt to convert program participants from their current religious/spiritual beliefs;

- (viii) assume responsibility for working safely to avoid risks and injury to themselves, staff and program participants and cooperate with staff to ensure that all work health and safety practices and policies are complied with;
- (ix) not engage in inappropriate coarse and obscene language, and/or sexual banter and innuendo, within the work environment;
- (x) ensure that all correspondence and records are truthful and accurate to the best of their knowledge;
- (xi) not engage in any private activity (such as alcohol abuse, drug use or violent behaviour) that may adversely affect their ability to perform their duties or functions as a program facilitator;
- (xii) ensure that any information gained in the course of their duties and functions is treated with due care and confidentiality to protect the privacy and welfare of others and for the proper security of Corrective Services NSW operations;
- (xiii) not offer any token, gift, payment, gratuity, benefit, reward, advice, goods or services (other than what is defined by their duties and functions as a program facilitator) to staff and/or program participants that has the potential to create a conflict of interest or the appearance of conflict of interest, and/or could constitute illegal or corrupt conduct;
- (xiv) immediately report in writing to the Manager or Officer in Charge any offer of token, gift, payment, gratuity, benefit, reward, advice, goods or services from any person which has been made to induce them to neglect their duties or functions, give preferential treatment, or act in any way other than in accordance with the proper discharge of their duties or functions;
- (xv) attend a site induction for each program;

- (xvi) participate in program preparation, debriefs and one to one feedback sessions;
  - (xvii) carry out reasonable administrative tasks including the maintenance of attendance records, case notes and preparation of materials;
  - (xviii) maintain materials and resources;
  - (xix) engage in on-going professional development and/or training as provided by CSNSW to ensure that their skill set and knowledge is up-to-date and reflects any program modifications.
  - (xx) behave ethically, act with integrity, impartiality and compassion towards program participants and respect the dignity and human rights of all persons;
  - (xxi) ensure that all dealings with staff and program participants are professional, transparent, accountable, courteous and fair and do not prejudice the operation, security or reputation of Corrective Services NSW;
  - (xxii) not discriminate against, or harass, any person on the grounds of sex, marital status, pregnancy, age, race, ethnic or ethno-religious background, disability, homosexuality and transgender;
- d) The External Facilitator accepts total responsibility for the security of any material and documentation provided by CSNSW to the External Facilitator.
  - e) The External is responsible for returning all material and documentation provided by CSNSW within 14 days of cessation of their registration as an External Facilitator with CSNSW at their own expense.
  - f) The External Facilitator must at their own cost, obtain and maintain any licences and/or other approvals required for the lawful provision of the Services.

## **2. Insurance**

The External Facilitator must hold and maintain each of the following insurances or provide evidence that they are similarly covered by a suitable Sponsoring Organisation's insurances for the period of the Agreement:

- a) public liability insurance with an indemnity of at least \$10 million in respect of each claim;
- b) professional indemnity insurance of \$1 million for all claims during the period of the Agreement and for at least four years after the end of the Agreement; and
- c) workers compensation insurance in accordance with applicable legislation.

Upon request the External Facilitator must provide a certificate of currency or clear evidence of adequate self-insurance for each of the above insurances to the satisfaction of CSNSW.

## **3. Indemnity and Liability**

The External Facilitator releases and indemnifies CSNSW and its employees against any liability, loss, damage or cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense arising out of or in any way in connection with:

- a) a default or any unlawful, malicious or negligent act or omission on the External Facilitators part, its officers, employees, agents or subcontractors; or
- b) any action, claim, dispute, suit or proceeding brought by any third party in respect of any use, infringement or alleged infringement of that third party's intellectual property rights or moral rights;



The External Facilitator's liability will be reduced to the extent that any unlawful, malicious or negligent act or omission of CSNSW or their officers, employees or contractors contributed to the loss, damage, cost, compensation or expense.

#### **4. National Police Check**

- a) The External Facilitator must obtain and submit a National Police Check Certificate from NSW Police to CSNSW before confirming enrolment in any CSNSW training and/or registering with CSNSW to become a supplier. The National Police Check Certificate must be not more than 12 months old. All costs associated with obtaining a National Police Check Certificate are to be met by the External Facilitator.
- b) Following initial training and registration, the External Facilitator will provide a National Police Check Certificate from NSW Police each year of registration. The certificate must be issued after 1 July of the current calendar year and is to be submitted to CSNSW by 30 September. Failure to provide the annual National Police Check Certificate will result in registration suspension until it is provided. All costs associated with this requirement are to be met by the External Facilitator.
- c) In the event that the National Police Check Certificate raises concerns or CSNSW becomes aware of any matter of a criminal nature not brought to the attention of CSNSW by the External Facilitator, CSNSW reserves the right to immediately cancel registration of the External Facilitator, without incurring any penalty, financial or otherwise.

#### **5. Criminal Conviction**

The External Facilitator agrees to notify the Director of State-Wide Programs CSNSW or their delegate, of their involvement in any subsequently arising matter(s) of a criminal nature including, but not limited to, details of any criminal convictions.

## **6. Conflict of Interest**

The External Facilitator must declare in writing to the Director of State-Wide Programs CSNSW or their delegate all situations or circumstances that may give rise to a potential, perceived or actual conflict of interest with their duties or functions as a program facilitator, including the existence of an active Apprehended Violence Order (AVO) or Apprehended Domestic Violence Order (ADVO), a drink or drug driving charge, or any serious traffic offences.

## **7. Specified Personnel and Subcontracting**

The External Facilitator must ensure that that the named person set out in the Work Order provides the Services.

The External Facilitator:

- a) must not to subcontract any part of the Work Order; and
- b) must notifying the Manager of Services and Programs (MOSP)CSNSW named on the Work Order immediately if the named person on the Work Order is unable to provide the Services..

## **8. Privacy**

The External Facilitator must ensure they collect, use, access, retain and disclose personal information in connection with the Agreement in accordance with the requirements of the *Privacy and Personal Information Protection Act 1998 (NSW)*.

## **9. Access to Information**

To enable CSNSW to fulfil its obligations under the *Government Information (Public Access) Act 2009 (NSW)* ('GIPA Act'), the External Facilitator agrees to:

- (a) assist CSNSW to meet its obligations including providing reasonable access to records;
- (b) assist CSNSW to identify information which has been requested either informally or in a formal access application, or which is required or may be required to be released under the GIPA Act, within the timeframe requested or as otherwise agreed;
- (c) upon request by CSNSW, conduct reasonable searches for all records it holds within the scope of an access application under the GIPA Act;
- (d) provide access to and copies of all records located within the scope of an access application to CSNSW within the requested timeframe;
- (e) not alter or destroy any information or records that it holds that is subject to the *State Records Act 1998 (NSW)* and/or the GIPA Act; and
- (f) comply with the applicable obligations of the *State Records Act 1998 (NSW)* in relation to personal information.

## **Part B – CSNSW must do the following:**

### **1. Provision of Information and Materials**

CSNSW will as soon as practicable after commencement of this Agreement make available to the External Facilitator all relevant information, documentation or data or any other material for the performance of the Services.

### **2. Training Requirements**

CSNSW will provide program specific training to External Facilitators. External Facilitators must attend training specific to a program to be eligible to facilitate the program.

Should needs require, CSNSW may offer registered External Facilitators additional training and their continued registration may be dependent on training participation.

- (a) EQUIPS program training

The EQUIPS suite is comprised of four (4) programs: Foundation; Domestic Abuse; Addiction and Aggression.

EQUIPS Foundation training must be completed prior to any other EQUIPS program training.

Attendance at EQUIPS program training is paid at the rate of \$50 per hour, capped at \$300 per day.

CSNSW will not reimburse any costs associated with attending EQUIPS program facilitator training including travel and/or accommodation expenses.

<b>EQUIPS suite</b>		
Foundation facilitator training	3 days	Paid (\$300 per day)
Domestic Abuse facilitator training	2 day	Paid (\$300 per day)
Addiction facilitator training	1 day	Paid (\$300)
Aggression facilitator training	1 day	Paid (\$300)

(b) Sober Driver Program

Attendance at Sober Driver facilitator training is unpaid and CSNSW will not reimburse any costs associated with attending Sober Driver Program facilitator training including travel and/or accommodation expenses. There may be some

instances where accommodation may be provided at no cost at the discretion of CSNSW.

<b>Sober Driver Program</b>	
3 days	Unpaid

(c) Professional Development

CSNSW may invite registered External Facilitators to participate in additional program facilitation training and/or program development workshops delivered by CSNSW.

Attendance at any additional training or program development workshops will be provided at no cost to the External Facilitator but attendance will be unpaid. CSNSW will not reimburse any costs associated with attending additional program facilitation training including travel and/or accommodation expenses.

## **Part C - General**

### **1. Service fees**

- (a) The Fee structure for facilitation of EQUIPS programs (Foundation, Domestic Abuse, Aggression and Addiction) is set out in Annexure A – EQUIPS Services & Fee Structure. The Fee structure for facilitation of the Sober Driver Program is set out in Annexure B - Sober Driver Program Services & Fee Structure.
- (b) The Fee payable for the delivery of the Services is set out in the Work Order and is fixed and exclusive of GST. The Fee includes program facilitation, travel expenses, insurance, packaging, freight delivery and costs associated with the Services.

- (c) No variation to the conditions, timeframes; and/or payment for service as set out in the Work Order is legally binding upon either party unless provided in writing by CSNSW and agreed by both parties.

## **2. Variation**

No agreement or understanding varying or extending the Agreement, including the scope of the Services, the Work Order, the Fee, or the timing, is legally binding upon either party unless in writing and agreed by both parties.

## **3. Intellectual Property**

- (a) The External Facilitator acknowledges that ownership of intellectual property in, or in relation to new material, vests upon its creation in CSNSW. The External Facilitator must, upon request by CSNSW, do all things necessary to vest ownership and title of intellectual property in CSNSW.
- (b) All existing materials provided by CSNSW to the External Facilitator remain the property of CSNSW and the External Facilitator must only use such material solely for the purpose of providing the Services under this Agreement, on CSNSW's terms and conditions.
- (c) Any new material created by the External Facilitator whilst providing the Services must be original material which has not been previously published and the External Facilitator warrants that neither the new material nor any part of it infringes any third party's intellectual property rights.

## **4. Confidentiality**

The External Facilitator must not without the prior written consent of CSNSW disclose any information in connection with the Services, this Agreement or program content or materials to any person other than:

- (a) as necessary to perform the Services, or
- (b) with respect to any matter already within public knowledge.

## **5. Publicity**

The External Facilitator must not make any public announcement, comment or releases relating to this Agreement, a Work Order or the Services or CSNSW without prior written approval from CSNSW.

Public comment includes public speaking engagements, comments on radio, television or in newspapers as well as expressing views in books, journals, notices, websites, blogs and social networking sites such as Facebook, Twitter, and Instagram.

The External Facilitator is only permitted to refer to the performance of Services under this Agreement in the following manner or as reasonably requested by CSNSW from time to time:

*‘Registered External Program Facilitator with Corrective Services NSW.’*

External facilitators may also make reference to the specific programs in which they have been trained.

The External Facilitator must not use the CSNSW or NSW Government name and logo without the prior written approval of CSNSW

## 6. Force Majeure

Neither party is responsible for any failure to perform its obligations under this Agreement, if it is prevented or delayed in performing obligations by an event of force majeure.

An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent including fire, flood, natural disaster, explosion, unavoidable accident, act of terrorism or strike, lockout or other industrial dispute.

Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this Agreement and that party must take all reasonable steps to remove, overcome or minimise the effect of the force majeure event on the performance of their obligations under the Agreement.

The External Facilitator has no entitlement and CSNSW has no liability for:

- (a) any costs, losses, expenses, damages or the payment of any part of the Agreement price during an event of force majeure; and
- (b) any delay costs in any way incurred by the External Facilitator due to an event of force majeure.

CSNSW may terminate the Agreement if the External Facilitator cannot provide the Services for more than seven calendar days due to the force majeure event.

CSNSW can arrange another provider for the Services while the Services are suspended due to the force majeure event, without being liable to the External Facilitator.



## **7. Payment & Invoicing**

CSNSW, subject to acceptance of the Services and satisfactory completion by the External Facilitator of the milestones, will pay the invoiced amount within 30 days of receiving a correctly rendered invoice.

The External Facilitator or their Sponsoring Organisation must submit a correctly rendered invoice to CSNSW that:

- (a) abides by CSNSW External Facilitator Invoicing Procedure or as amended by written advice from CSNSW.
- (b) includes the External Facilitator's and where applicable the Sponsoring Organisation's full trading name, ABN and CSNSW issued Supplier Number;
- (c) includes the relevant Purchase Order number;
- (d) refers to one Purchase Order only;
- (e) accurately describes the services provided;
- (f) identifies if the External Facilitator is a small business;
- (g) is submitted electronically via SmartyGrants; and
- (h) is a valid tax invoice under GST law.

## **8. Suspension**

- (a) CSNSW may immediately suspend the whole or any part of the payment of the Fee or require the External Facilitator to suspend the Services, by giving notice to the External Facilitator, either verbal (including by phone – supplemented by a written notice) or written notice addressed to the External Facilitator if:

- (i) the External Facilitator has failed, or in CSNSW's reasonable opinion is likely to fail, to provide the Services in accordance with the Agreement;
  - (ii) the External Facilitator's provision of the Services is affected by a circumstance beyond the External Facilitator's reasonable control;
  - (iii) the External Facilitator has breached any other term of the Agreement;
  - (iv) CSNSW reasonably suspects that the External Facilitator is not financially stable;
  - (v) the External Facilitator or the Sponsoring Organisation have breached, or CSNSW reasonably suspect the External Facilitator or the Sponsoring Organisation have breached, any laws relating to the Services; or
  - (vi) the External Facilitator suspends the Services otherwise than as permitted by the Agreement.
- (b) CSNSW may, by giving notice to the External Facilitator, require the External Facilitator to reduce the Services to be provided under the Agreement to reflect any suspension or withholding of all or part of the Fee under the above clause and may require the External Facilitator to leave CSNSW premises.
- (c) A notice under the above clauses will contain the reasons for any payment being withheld or the requirement for any Services to be reduced and the steps the External Facilitator can take to address those reasons.
- (d) Subject to any other right of CSNSW under the Agreement, CSNSW will pay any Fee withheld as a result of any suspension under the above clauses once the External Facilitator has addressed the reasons contained in a notice under those clauses to CSNSW reasonable satisfaction.

## **9. Termination of Agreement**

- (a) Termination of the Agreement and/or a Work Order by CSNSW other than for default by the External Facilitator:

CSNSW may terminate the whole or any part of the Agreement and/or a Work Order, by written notice addressed to the External Facilitator and such termination will not expose CSNSW to any claim for damages or costs, fees and expenses except as expressly set out in Annexure A and B.

(b) Termination by CSNSW for default by the External Facilitator

CSNSW may immediately terminate this Agreement and/or a Work Order by notice (verbally or in writing) to the External Facilitator if:

- (i) becomes bankrupt, or insolvent, or enters into a scheme of arrangement with its creditors;
- (ii) fails to carry out the Services with due diligence and competence;
- (iii) without reasonable cause suspends the carrying out of the Services, or commits a substantial breach of this Agreement;
- (iv) fails to comply with the contractual obligations set out in this Agreement;
- (v) breaches Justice NSW Code of Ethics and Conduct Policy, CSNSW's Code of Conduct and Ethics, or is found to have engaged in unlawful misbehaviour of any kind. CSNSW may immediately terminate this Agreement by written notice to the External Facilitator;
- (vi) fails to adhere to the CSNSW Program Facilitation Standards;
- (vii) in the reasonable opinion of CSNSW the integrity of the CSNSW Program is likely to be or is compromised due to any acts or omissions of the External facilitator.

(c) Termination by the External Facilitator

The External Facilitator may terminate this Agreement by written notice to CSNSW if CSNSW:

- (i) fails to pay the External Facilitator in accordance with this Agreement, or
- (ii) commits a substantial breach of this Agreement,

(d) External Facilitator's Continuing Liability

Termination by CSNSW will not release the External Facilitator from liability in respect of any breach of, or non-performance of, any obligation of the External Facilitator pursuant to this Agreement or a Work Order.

(e) Termination without Prejudice

Termination of this Agreement or a Work Order by either party is without prejudice to any accrued rights or remedies of each party.

(f) Consequences of Expiry or Termination

On expiry or termination of the Agreement or a Work Order, the External Facilitator must upon request by CSNSW:

(i) promptly deliver to CSNSW or destroy as directed by CSNSW all CSNSW confidential information, Agreement material and records that the External Facilitator holds or controls that were obtained during the External Facilitator's performance of the Services and their obligations under this Agreement;

(ii) immediately leave the CSNSW premises or premises where the Services are being performed as directed by CSNSW;

(iii) provide to CSNSW any reports and records reasonably requested by CSNSW;

(iv) provide CSNSW with all reasonable assistance to ensure the orderly transition of the Services and follow all reasonable directions of CSNSW.

Upon expiry or termination of the Agreement the External Facilitator must ensure that all references of current performance of Services have been removed from the External Facilitator's websites and social networking sites.

## **10. Dispute Resolution**

- (a) In the event of a dispute or grievance arising, the External Facilitator and CSNSW (Co-ordinating CSNSW Staff) will in the first instance attempt to resolve the issues by discussion. In the absence of resolution, the matter will be referred for negotiation between the External Facilitator and CSNSW (Manager, Program Development and Integrity and/or Director State-Wide Programs).
- (b) If the dispute or grievance cannot be resolved by discussion or negotiation, then before a party has recourse to litigation, the party must submit the dispute to mediation. If the External Facilitator and CSNSW do not agree upon a mediator, either party may request the Secretary of the Australian Commercial Disputes Centre to nominate a mediator.
- (c) Each party must continue to perform its obligations under this Agreement, notwithstanding the existence of a dispute or grievance.

## **11. Relationship**

Neither party to this Deed of Agreement is an employee, agent or partner of the other for any purpose. The External Facilitator is an independent contractor and nothing in this Agreement creates any relationship of a partnership, agency or employment between the parties.

## **12. Applicable Law**

The laws of New South Wales apply to the Agreement.

### **13. Notices**

Any notice or communication under the Agreement will be effective if it is in writing, from one party and delivered to the other party by way of on-line system or postal address, or email address or facsimile number set out in the Work Order.

### **14. Survival**

Clauses A.2 (Insurance), A.3 (Indemnity and Liability), C.3 (Intellectual Property), C.4 (Confidentiality) and C.5 (Publicity) survive termination or expiry of the Agreement.

### **15. Entire Agreement**

The Agreement represents the parties' entire agreement in relation to the subject matter of the Agreement and excludes any prior representations, communications, contracts, statements and understandings, whether oral or in writing which are superseded and of no effect.

## **Annexure A – EQUIPS Services & Fee Structure**

### **EQUIPS – SERVICES TO BE PROVIDED**

The External Facilitator will conduct an EQUIPS program (the Program') in accordance with the CSNSW Offender Program Facilitation Standards as provided by CSNSW to the External Facilitator.

CSNSW will supply the venue, together with audio visual equipment and whiteboard as required. The Program is conducted at a Community Corrections Office, a Correctional Centre or an alternative venue.

CSNSW will undertake the assessment of participants and contact them to attend the Program. The External Facilitator will be responsible for engaging the participants and maintaining accurate records of attendance and engagement.

CSNSW reserves the right to cancel the Program if:

- Prior to the commencement of the Program there are 10 or less participants
- Following commencement of the Program, the number of participants falls below 6.

If a Program is cancelled by CSNSW after the commencement of the Program, the External Facilitator will be paid up to the scheduled completion of the module being delivered at the time of cancellation. If the Program is cancelled by CSNSW prior to the commencement of the Program, the External Facilitator will not be paid any amount.

If the External Facilitator discontinues the performance of Services under a Work Order after commencement of the Services, the External Facilitator may submit to CSNSW a statement of the amount of the Fee on a pro rata basis claimed to be payable for any Services properly performed.

### **FEE STRUCTURE**

The fee structure comprises of a total of 80 hours x \$80 an hour per Program. The total payment for delivery of an EQUIPS program is \$6400, exclusive of GST.

The 80 hours comprises of 40 hours of face-to-face program delivery and 40 hours of preparation, debrief, feedback sessions, administration, quality assurance and travel time/expenses.

The entire Program consists of 20 consecutive weekly face to face sessions of 2 hours per session and a feedback session also known as the 21<sup>st</sup> session where facilitators provide individual feedback to program participants. The Program is divided into 5 modules of 4 sessions each.

Note: No additional expenses will be paid to cover travel or accommodation unless offered by CSNSW prior to the acceptance of a Work Order.

The fee structure is set out in the table below:

Cost element	Program Sessions	Hours per session	Hourly rate	Total
Face-to-face program delivery time	20	2	\$80	\$3200
<ul style="list-style-type: none"> <li>• Administration</li> <li>• Preparation</li> <li>• Debrief</li> <li>• 21<sup>st</sup> Feedback session</li> <li>• Quality assurance</li> <li>• Travel time/expenses</li> </ul>		2	\$80	\$3200
<b>Total (exclusive of GST)</b>				<b>\$6400</b>

#### INVOICING PROCEDURE

The External Facilitator can elect to invoice CSNSW following completion of the entire EQUIPS program or invoice at the completion of each module. Each module contains 4 x 2 hours sessions plus 8 hours of administrative and quality assurance time. Therefore, if the external facilitator invoices at the end of each module the invoice will be for 16 hours of work at \$80 an hour totaling \$1280.00 per module.

For a module to be considered complete all paperwork including attendance records, case notes and offender self-management plans must be submitted and all on-line administrative processes completed before an invoice will be paid.

All invoices for EQUIPS programs are to be submitted via SmartyGrants

An invoice submitted by a Sponsoring Organisation should identify the relevant External Facilitator.



## **Annexure B – Sober Driver Program Services & Fee Structure**

### **Sober Driver Program – SERVICES TO BE PROVIDED**

The External Facilitator will conduct a Sober Driver Program ('Program') in accordance with the CSNSW Offender Program Facilitation Standards as provided by CSNSW to the External Facilitator.

CSNSW will supply the venue, together with audio visual equipment and whiteboard as required. The Program is conducted at a Community Corrections Office, a Correctional Centre or an alternative venue in the immediate area.

CSNSW will undertake the assessment of participants and contact them to attend the Program. The External Facilitator will be responsible for engaging the participants and maintaining accurate records of attendance and engagement.

CSNSW reserves the right to cancel the Program if:

- Prior to the commencement of the Program there are 8 or less participants
- Following commencement of the Program, the number of participants falls below 6.

If a Program is cancelled by CSNSW under clause C.5(a) after the commencement of the Program, the External Facilitator will be paid up to the scheduled completion of the block or session being delivered at the time of cancellation. If the Program is cancelled by CSNSW prior to the commencement of the Program, the External Facilitator will not be paid any amount.

If the External Facilitator discontinues the performance of Services under a Work Order after commencement of the Services, the External Facilitator may submit to CSNSW a statement of the amount of the Fee on a pro rata basis claimed to be payable for any Services properly performed.

### **FEE STRUCTURE**

The fee structure comprises of a total of 27 hours x \$80 an hour per program. The total payment for delivery of Sober Driver Program is \$2160, exclusive of GST.

The 27 hours includes 18 hours of face-to-face program delivery and 9 hours of preparation, debrief, administration, quality assurance and travel time/expenses.

Note: In some circumstances, additional hours of pay may be approved to cover expenses related to tasks that may enhance program delivery, account for programs delivered over 9 weeks or address unforeseen circumstances.

The usual fee structure is set out in the table below:

Cost element	Program blocks	Hours per block	Hourly rate	Total
Face-to-face program delivery time	3 (3 x 3 sessions)	6	\$80	\$1440
Preparation, debrief, quality assurance process, travel time/expenses		3	\$80	\$720
<b>Total (exclusive of GST)</b>				<b>\$2160</b>

### INVOICING PROCEDURE

The External Facilitator can elect to invoice CSNSW following completion of the entire Sober Driver Program or invoice at the completion of each block of 3 sessions. Each block consists of 6 hours of program delivery plus 3 hours of administrative and quality assurance time. Therefore each invoice would be for 9 hours of work at \$80 an hour. i.e. the invoice would be for \$720 per block delivered (3 x blocks in each program).

If CSNSW cancels the Program after commencement of the Program, CSNSW will pay in full for each module delivered following confirmation of service whether or not the Program gets cancelled prior to completion of the module.

For a module to be considered complete all paperwork including attendance records, case notes and offender self-management plans must be submitted and all on-line administrative processes completed before an invoice will be paid.

All invoices for Sober Driver Programs are to be submitted via email to [soberdriverprogram@justice.nsw.gov.au](mailto:soberdriverprogram@justice.nsw.gov.au)

An invoice submitted by a Sponsoring Organisation should identify the relevant External Facilitator.