

Offender Services & Programs
Corrective Services NSW

CSNSW State-Wide
Programs: External
Facilitators
Deed of Agreement

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External Facilitators Deed of Agreement

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1 Deed Statement and Purpose

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, for both face to face and Virtual Program facilitation.

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

2.1 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.
 - 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; and
 - vi. the established CSNSW Offender Program and Facilitation Standards. Specifications and Key Performance Indicators as detailed in respective contracts.

- b. The External Facilitator must perform the Services:
 - i. for the full duration of the program, as set out in the Work Order including in accordance with the requirements in the relevant Annexures A, B, C and D. Any unplanned absences following acceptance of, and commitment to, a Work Order must be reported in writing to the hiring manager named on the accepted Work Order prior to the absence with as much notice as possible.
 - ii. except as otherwise expressly provided in this Agreement, entirely at the External Facilitator's own risk; and
 - iii. in accordance with the program delivery requirements. It is not permissible for External Facilitators to introduce program material or activities that have not been approved by CSNSW. Program content, resources, and delivery approach are in no way to be modified or changed.

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. deliver all CSNSW programs in accordance with program delivery requirements with regard to program content, program session duration and session scheduling.
- iii. permit CSNSW to search Government records for associations with persons in current, or previous, contact with CSNSW.
- iv. not have undisclosed personal, financial, or family relationships with staff, program participants, inmates, or inmate's 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 make any personal digital recordings of program sessions.
- xiv. ensure if they are facilitating from a non-CSNSW location that the space is suitably private, and no third parties are present or able to hear the session.
- xv. 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.

- xvi. immediately report in writing (email correspondence is permitted) to a CSNSW 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.
 - xvii. attend a site induction for each program.
 - xviii. participate in program session preparation, debriefs and one to one program participant feedback sessions.
 - xix. carry out required administrative tasks including the maintenance of attendance records, writing and provision of case notes and preparation of program materials. The External Facilitator will upon request from CSNSW, make all records under this Agreement available to CSNSW.
 - xx. maintain program materials and resources.
 - xxi. 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.
 - xxii. behave ethically, act with integrity, impartiality and compassion towards program participants and respect the dignity and human rights of all persons.
 - xxiii. 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.
 - xxiv. not discriminate against, or harass LGBTIQ+ people or any person on the grounds of sex, marital status, pregnancy, age, race, ethnic or ethno-religious background, or disability
- d. The External Facilitator accepts total responsibility for the security of any material and documentation provided by CSNSW to the External Facilitator.
 - e. Current CSNSW employees are not eligible to apply for external facilitator registration
 - f. Registered External Facilitators who subsequently become employees of CSNSW (in either an on-going or casual role), will have their registration suspended for the duration of their employment with CSNSW. The onus is on the individual registered External Facilitator to advise the PDI-Monitoring team of their change in CSNSW employment status.
 - g. The External Facilitator 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.
 - h. 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.
 - i. The External Facilitator agrees for CSNSW to observe sessions being facilitated, both face-to-face and virtual programs, for the quality and integrity of program delivery and the personal and professional development of the External Facilitator. Observations may be undertaken in person, online via virtual program session streaming or recorded.

In respect of virtual and/or online observations, the External Facilitator agrees to follow CSNSW instructions regarding setting up required equipment for the observation to take place.

2.2 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.

2.3 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.

2.4 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.

2.5 Vaccination Status

External Facilitators are required to follow current NSW public health orders relating to COVID 19 (including vaccination requirements) as well as all CSNSW responses to COVID 19 including, but not limited to:

- Facilitators are not to attend program session/s if they are COVID-19 positive (for 5 full days after testing positive).
- Any facilitator identified as a high-risk contact is required to wear a surgical face mask (7 full days following exposure).
- Orders relating to non-attendance at CSNSW work locations due to COVID related outbreaks;
- COVID marshalling activities

2.6 Criminal Conviction

The External Facilitator agrees to notify the Director Statewide 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.

2.7 Conflict of Interest

The External Facilitator must declare in writing to the Director Statewide 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.

2.8 Specified Personnel and Subcontracting

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

The External Facilitator:

- a. must not subcontract or substitute program facilitation for any part of the Work Order; and
- b. must notify the Hiring Manager CSNSW named on the Work Order immediately if the named person on the Work Order is unable to provide the Services.

2.9 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).

2.10 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 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 time frame.
- 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.

3 Part B – CSNSW must do the following:

3.1 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.

3.2 Training and Professional Development 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 continued registration may be dependent on training participation.

- a. EQUIPS program suite

Program training requirements for EQUIPS programs are set out in Annexure A.

All registered External Program facilitators are required to attend a 3 day face-to-face

EQUIPS Program Re-fresher training every 2 years to maintain program facilitation currency.

Attendance at EQUIPS program training and EQUIPS refresher 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 that incurs travel and/or accommodation expenses.

b. Sober Driver Program

Sober Driver Program facilitator training is 3 days duration.

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.

c. Virtual Programs Training

Virtual Program facilitator training comprises of two components:

- Virtual Program Facilitation Skills
- Virtual Program Delivery Mechanics

Each component is 3 hours in duration delivered over 3 days.

Training attendance is paid at the rate of \$50 per hour, capped at \$300 per day.

d. Professional Development

All External Facilitators must attend a minimum of two (2) CSNSW Program Delivery Workshops (PDWs) per year to maintain registration currency. PDWs will be delivered virtually to mitigate travel. PDWs provide a development opportunity. Attendance is unpaid.

CSNSW may also offer attendance at Creative Group Work (CGW) training. The training is conducted face to face in 2 x 3-day blocks. While training will be provided at no cost to the External Facilitator, attendance at CGW is professional development and is unpaid.

4 General

4.1 Service fees

- a. The Fee structure for facilitation of EQUIPS programs (Foundation, Domestic and Family Violence, Aggression, Addiction and Maintenance) is set out in Annexure B – EQUIPS Services & Fee Structure.
- b. The Fee Structure for facilitation of the Sober Driver Program is set out in Annexure C - Sober Driver Program Services & Fee Structure.
- c. The Fee Structure for facilitation of programs via the Virtual Programs platform is set out in Annexure D – Virtual Program Services & Fee Structure.
- d. 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, program preparation; session

preparation and debrief; individual participant feedback session (for EQUIPS Foundation, Domestic and Family Violence; Addiction and Aggression); travel expenses, insurance, and costs associated with the Services.

- e. 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.

4.2 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.

4.3 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.

4.4 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.

4.5 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

4.6 Force Majeure

Neither party is responsible for any failure to perform its obligations under this Agreement if the performance of obligations is prevented or delayed 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.

4.7 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:

- abides by CSNSW External Facilitator Invoicing Procedure or as amended by written advice from CSNSW.
- includes the External Facilitator's and where applicable the Sponsoring Organisation's full trading name, ABN and CSNSW issued Supplier Number.
- includes the relevant Purchase Order number.
- refers to one Purchase Order only.

- accurately describes the services provided.
- identifies if the External Facilitator is a small business.
- is submitted electronically via SmartyGrants; and
- is a valid tax invoice under GST law.

4.8 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.

4.9 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, B, C and D.

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 and 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.

4.10 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 Management.
- 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.

4.11 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.

4.12 Applicable Law

The laws of New South Wales apply to the Agreement.

4.13 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.

4.14 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.

4.15 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.

5 Annexures

5.1 Annexure A: Program Training Requirements

EQUIPS Program Training

All External Facilitators participating in EQUIPS program training must complete a pre-requisite online EQUIPS program training prior to attending training. CSNSW is responsible for providing a link to each training participant prior to training attendance.

The EQUIPS suite is comprised of five (5) programs:

- Foundation
- Domestic and Family Violence
- Aggression
- Addiction
- Maintenance

CSNSW delivers EQUIPS program training in both face to face and virtual settings. The delivery method offered will be at the discretion of CSNSW. Facilitators who are trained via a virtual delivery platform will be required to attend a 3-day face to face program delivery refresher course within 12 months of virtual training completion.

All registered External Facilitators are required to attend EQUIPS Refresher Training at two-year intervals to maintain currency.

Face to Face training delivery is as follows:

Program	No. training days	Training session duration per day
EQUIPS Foundation (including Introduction to CSNSW Behaviour change Programs)	3 days	6 hours
EQUIPS Domestic and Family Violence	2 days	6 hours
EQUIPS Aggression	2 days	6 hours
EQUIPS Addiction	2 days	6 hours
EQUIPS Maintenance	1 day	6 hours
EQUIPS Refresher Training	3 days	6 hours

Virtual training delivery is as follows:

Program	No. training sessions	Each session duration
Introduction to CSNSW Behaviour Change Programs	1	2 hours
EQUIPS Foundation	3	3 hours
EQUIPS Domestic and Family Violence	3	3 hours
EQUIPS Aggression	3	3 hours
EQUIPS Addiction	3	3 hours

Sober Driver Program Training

CSNSW delivers Sober Driver program training face to face for face-to-face programs. To run programs via the Virtual Program delivery system facilitators are also required to undertake Adobe Pro skills training and Virtual Sober Driver Training.

Sober Driver Program Training	No. training sessions	Each session duration
Face to Face Facilitation (Unpaid)	3	6 hours
Virtual Sober Driver Training (Unpaid)	1	3 hours

Virtual Programs Training

CSNSW delivers virtual programs training in a virtual setting. To run any CSNSW program via the Virtual Programs platform a facilitator has to be signed off on Virtual Program Mechanics as well as the face-to-face training of the individual program.

Virtual Programs Training	No. training sessions	Each session duration
Virtual Program Mechanics (Half Day)	3	3 hours

5.2 Annexure B: EQUIPS Services & Fee Structure

5.2.1 *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 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, maintaining accurate records of attendance, and adhering to program case note requirements as set out in the CSNSW Program Facilitator Session Comment & Case Note Writing and Recording Procedure.

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 fall below 6.

If a Program is cancelled by CSNSW, under clause C.9(a), 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.

5.2.2 *EQUIPS – 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 (including case notes), 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 21st 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"> • Administration • Preparation • Debrief • 21st Feedback session • Quality assurance • Travel time/expenses 		2	\$80	\$3200
Total (exclusive of GST)				\$6400

5.2.3 *EQUIPS – 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 totalling \$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. Invoices must be submitted as PDFs,

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

5.3 Annexure C: Sober Driver Program Services & Fee Structure

5.3.1 Sober Driver Program – Service to be provided

The External Facilitator will conduct a Sober Driver 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 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, maintaining accurate records of attendance, and adhering to program case note requirements as set out in the CSNSW Program Facilitator Session Comment & Case Note Writing and Recording Procedure.

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.9(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.

5.3.2 Sober Driver Program - 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.

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	3 (3 x 3hr sessions)	6	\$80	\$1440
Preparation, debrief, quality assurance process, travel time/expenses		3	\$80	\$720

Total (exclusive of GST)	\$2160
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5.3.3 Sober Driver Program - Invoicing Procedures

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

Invoices must be submitted as PDFs,

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

5.4 Annexure D: Virtual Program Delivery

5.4.1 Virtual Program Delivery – Services to be Provided

The External Facilitator will conduct the program in accordance with the CSNSW Offender Program Facilitation Standards as provided by CSNSW to the External Facilitator. Virtual programs may be conducted from Community Corrections Offices or the External Facilitator's own office or private premises.

When conducted from the Facilitator's own office or private premises, the Facilitator is required to:

- Have a computer device (laptop or desktop) that is
 - camera and sound enabled; and
 - has Adobe Connect installed and providing reliable access to assigned content and the delivery on the platform;
- Have a data plan sufficient to provide virtual delivery;
- Ensure internet bandwidth is sufficient to provide virtual delivery;
- Provide a program delivery space that is suitably private, has no third parties present or able to hear the session and free from noise and disruptions

CSNSW will undertake the assessment of participants and contact them to attend the Program. CSNSW will ensure participants have access to a computer to support participation.

The External Facilitator is responsible for engaging the participants during program delivery and for maintaining accurate records of attendance and engagement in case notes as per the requirements set out in the CSNSW Program Facilitator Session Comment & Case Note Writing and Recording Procedure.

CSNSW reserves the right to cancel a 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 after the commencement of the Program, under clause C.9(a), 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.

5.4.2 Virtual Delivery Programs – Fee Structure

The fee structure for virtual program delivery and associated administration is detailed below.

Note: No additional expenses will be paid to cover required equipment or data plans.

EQUIPS – Foundation; Domestic and Family Violence; Addiction; Aggression

Cost element	No. sessions	Hours per session	Hourly rate	Total
Virtual program delivery	10	3	\$80	\$2400
Program Administration: - Session preparation - Session de-brief - Case Note preparation and submission - Self-management plans, Event Map, Impact Map and/or Offence Map submission - 11 th feedback session	10	2	\$80	\$1600
TOTAL (exclusive of GST)	\$4000			

EQUIPS Maintenance

EQUIPS Maintenance is facilitated in 5 or 10 session blocks.

Cost element	No. sessions	Hours per session	Hourly rate	Total
Virtual program delivery	1	2	\$80	\$160
Program Administration: - Session preparation - Session de-brief - Case Note preparation and submission	1	1	\$80	\$80

TOTAL (exclusive of GST)	\$240 per session
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Sober Driver Program

Cost element	No. sessions	Hours per session	Hourly rate	Total
Virtual program delivery time	9	2	\$80	\$1440
Administration Preparation Debrief Quality assurance Other expenses	9	1	\$80	\$720
TOTAL (exclusive of GST)	\$2160			

5.4.3 Virtual Program Delivery – Invoicing Procedure

The External Facilitator can elect to invoice CSNSW following completion of the program or at the completion of each 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 are to be submitted via SmartyGrants unless directed otherwise in writing by CSNSW. Invoices must be submitted as PDFs,

6 Definition of terms

Terms	Definition
AVO	Apprehended Violence Order
ADVO	Apprehended Domestic Violence Order
CSNSW	Corrective Services New South Wales
CGW	Creative Group Work
EQUIPS	Explore, Question, Understand, Investigate, Practice and Succeed
GIPA	Government Information (Public Access) Act 2009 (NSW)
PDW	Program Delivery Workshop
SDP	Sober Driver Program

7 Document history

Version	Date	Reason for Amendment
1.0	02/06/2017	Initial publication
2.0	11/07/2019	Update to Deed with minor changes to Police and Insurance checks as well as Training Fee Structure
3.0	20/12/2022	Update to Deed with changes to Observations and Training requirements as well as CSNSW Policy updates including COVID related requirements