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# Agreement for Funding of Services

## Schedule

Program: Community and Family Support Program

Contract ID: CON-044178

Contract name: Child & Adolescent Sexual Assault Counselling & Targeted Family Interventions

**Department of Communities and Justice**

ABN 36 433 875 185

**Good Shepherd Australia New Zealand**

ABN 61 354 551 576

The Date of the Agreement for Funding of Services – Schedule is **1 January 2026**

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.

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| Details                                      | Description                                                                                                                                       |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Us (Agency)</b>                           | Name: Department of Communities and Justice                                                                                                       |
|                                              | ABN: 36 433 875 185                                                                                                                               |
|                                              | Address: Level 4, 219-241 Cleveland Street Strawberry Hills, NSW, 2012                                                                            |
|                                              | Position, name and contact details of Agency representative: Luke Milburn<br>Commissioning and Planning Officer<br>Luke.milburn@dcj.nsw.gov.au    |
| <b>You (Provider)</b>                        | Name: Good Shepherd Australia New Zealand                                                                                                         |
|                                              | ABN/ACN/ICN: 61 354 551 576)                                                                                                                      |
|                                              | Address: Level 1, 485 La Trobe St, Melbourne VIC 3000                                                                                             |
|                                              | Position, name and contact details of Provider representative: [REDACTED]<br>CEO<br>[REDACTED]                                                    |
| <b>Initial Term</b><br>(Clauses 1.1 and 3.1) | 5.5 years<br>Start Date: 1 January 2026<br>End Date: 30 June 2031                                                                                 |
| <b>Extension period</b><br>(Clause 3.2)      | Not applicable                                                                                                                                    |
| <b>Services</b><br>(Clauses 1.1 and 5)       | See Attachment 1: Services Table 1 and Table 2. These tables outline the funding for each initiative per financial year, and the service details. |

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

The target population for the CAFS program is children, young people, families and communities within NSW who are in need. This population may experience challenges and/or barriers to identifying and accessing the services they need to live independent and self-determining lives.

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

The objectives of the CAFS program align with the CAFS vision for all children, young people, families and communities in NSW to receive the support they need, when they need it.

The program objectives are that:

- Aboriginal children, young people, families and communities have access to Aboriginal designed or co-designed, and Aboriginal delivered, supports and services.
  - CAFS services are culturally safe and responsive, trauma-informed and healing focused
  - CAFS services harness the unique strengths and resources of individuals, families and communities. Services walk alongside families and recognise individuals and families as agents of change.
  - Families can access CAFS services to meet the needs of children and young people early and prevent escalation.
  - Risk factors that lead to child abuse, neglect and family violence are identified and addressed early.
  - Families can access CAFS services to meet the needs of children and young people early to prevent escalation and improve outcomes.
  - CAFS services address emerging needs and provide support for children and their families during critical periods of development.
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**Funds and payment**  
(Clauses 1.1 and 9.1)Total amount of Funds:  
(Clauses 1.1 and 9.1(a))**Table 3.1**  
**Whole of contract** value by initiative

| Initiative                  | Whole of contract funding* | Period                    |
|-----------------------------|----------------------------|---------------------------|
| CAFS – Wellbeing and Safety | \$5,780,007.01             | 1 Jan 2026 – 30 June 2031 |
| Total of all initiatives    | \$5,780,007.01             | 1 Jan 2026 – 30 June 2031 |

\* (exclusive of GST)

The Funds will be paid to You on the following basis:  
(Clause 9.1(a))**Table 3.2**  
The amount of Funds to be paid for each Financial Year of the Term is as per the table below and as outlined in Attachment 1 for the individual initiative annual funding amounts.

| Financial year          | Total funding for all initiatives (exclusive of GST) |
|-------------------------|------------------------------------------------------|
| 2025-2026               | \$525,457.91                                         |
| 2026-2027               | \$1,050,915.82                                       |
| 2027-2028               | \$1,050,915.82                                       |
| 2028-2029               | \$1,050,915.82                                       |
| 2029-2030               | \$1,050,915.82                                       |
| 2030-2031               | \$1,050,915.82                                       |
| Total for contract term | \$5,780,007.01                                       |

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 3.3.**

| Instalment | Payment trigger | Date for payment | Supporting documentation for payment claim |
|------------|-----------------|------------------|--------------------------------------------|
|------------|-----------------|------------------|--------------------------------------------|

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|                                                                             |                                                                                                                                 |                                                      |     |           |     |
|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-----|-----------|-----|
|                                                                             | <table><tr><td>A portion of the funds will be paid to you quarterly</td><td>N/A</td><td>Quarterly</td><td>N/A</td></tr></table> | A portion of the funds will be paid to you quarterly | N/A | Quarterly | N/A |
| A portion of the funds will be paid to you quarterly                        | N/A                                                                                                                             | Quarterly                                            | N/A |           |     |
| Your bank account details:<br>(Clause 9.1(b))                               | <div></div>                                                                                                                     |                                                      |     |           |     |
| You must use the Funds during the following period:<br>(Clause 9.3(a)(iii)) | The Financial Year in which the Funds are paid to You, unless notified by Us in writing.                                        |                                                      |     |           |     |

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**Budget**

(Clauses 1.1 and 9.2)

The budget template is included at Attachment 3 and includes two worksheet tabs for completion.

You will submit to DCJ a forecast budget for the first year of the contract. The budget is to include detailed income and expenditure.

For salaries, budget to list total salaries and wages (TAB 1) and indicate on TAB 2:

- the salary band for any executive salaries over \$190,000 which are funded in part or in full by the program, and
- the proportion of the executive salary funded by the contract.

You will provide a verbal budget update at contract management meetings including any significant variances and projected over or underspend

**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)

Not applicable

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.

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TABLE 4

**Milestones**

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

| Number | Milestones | Due date |
|--------|------------|----------|
| 1      | N/A        | N/A      |

**Notified Policies**

(Clauses 1.1 and 5.2(b))

The policies, guidelines and codes stated on the website and in the Program Specifications (if any).

**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 (if any).

**Subcontracting**

(Clauses 1.1 and 6.3)

None stated

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**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.

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**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.

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**Additional contributions**  
(Clause 9.8)

Refer to clause 7 of the Supplementary Conditions.

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

Refer to clause 16 of the Agreement.

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

TABLE 5

| Reporting System    | Reporting period                                                                                                                                                            | Data Entry Frequency                                                                                                                                                                                                                                                                                                            |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Data Exchange (DEX) | <ul style="list-style-type: none"> <li>1 July – 30 September</li> <li>1 October – 31 December</li> <li>1 January – 31 March</li> <li>1 April – 30 June each year</li> </ul> | Ongoing – all data to be entered or uploaded into system 30 days after each reporting period.                                                                                                                                                                                                                                   |
| Program Logic       | <ul style="list-style-type: none"> <li>Annual review</li> </ul>                                                                                                             | <p>The first CAFS Program Logic must be submitted by 1 June 2026.</p> <p>In each subsequent year, the Program Logic should be revised and resubmitted by 1 June.</p> <p>The following Program Logic/s apply to this contract:</p> <ul style="list-style-type: none"> <li><b>Wellbeing &amp; Safety, Young People</b></li> </ul> |

The CAFS data approach is part of continuous quality improvement and changes may be made to data collection reporting during the term of the contract. You must have systems in place to meet data collection and reporting obligations.

### The Data Exchange

Performance information (e.g. client characteristics and service delivery information) will be required to be collected by You at the client/community level and entered directly into the Agency's primary performance reporting solution, the **Data Exchange**.

The performance information reported through the Data Exchange includes:

- Client identity characteristics (given and family names, date of birth, gender and residential address)
- Client demographic characteristics (indigenous status, cultural and linguistic diversity, and disability status, impairment or condition)
- Service delivery information (outlets, cases, sessions)
- Client or community/group outcomes data.

Please note that CAFS reporting must be entered/uploaded to DEX quarterly, despite the Data Exchange having two standardised six monthly performance reporting periods each year, which run from **1 July to 31 December** and **1 January to 30 June, with a 30 day close off period** after each of these. Once the close-off period is completed no further changes can be made to the data.

Information must be provided in accordance with the Data Exchange Protocols available at <https://dex.dss.gov.au/data-exchange-protocols>.

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For CAFS, participation in the “partnership approach” is a requirement of funding. By participating, You agree to provide some additional information in exchange for the receipt of regular and relevant reports. The main focus of the partnership approach is collecting information about the outcomes achieved by clients as a result of service delivery. The partnership approach also includes some extended data items that provide additional information about client demographics, needs and circumstances.

**Community Sector Coordination Reporting Tool**

Please refer to the Data Collection and Reporting Guide for further details. This tool is mandatory for those services who are contracted to deliver the Community Sector Coordination service type.

**Program Logic**

In addition to quarterly data reporting, services will be required to have a current Program Logic or Program Logics, and review their CAFS Program Logic/s annually, in conjunction with their local Commissioning and Planning Team.

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

**Acknowledgment and publicity**  
(Clause 21.1) None stated

|                                                                           |                               |                                                                                                              |
|---------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------|
| <b>Dispute resolution (nominated representatives)</b><br>(Clause 22.1(d)) | Our nominated representative: | Cecily Currie-Nguyen<br>Manager Commissioning and Planning<br>Sydney, South Eastern Sydney & Northern Sydney |
|---------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------|

|                                |                                                          |
|--------------------------------|----------------------------------------------------------|
| Your nominated representative: | <div></div><br>Executive General Manager Client Services |
|--------------------------------|----------------------------------------------------------|

|                                                                        |                            |                                                                                                          |
|------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------|
| <b>Dispute resolution (senior representatives)</b><br>(Clause 22.1(e)) | Our senior representative: | Joyce Campbell<br>Director, Commissioning and Planning<br>Sydney, South Eastern Sydney & Northern Sydney |
|------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------|

|                             |                    |
|-----------------------------|--------------------|
| Your senior representative: | <div></div><br>CEO |
|-----------------------------|--------------------|

- 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 (if any) is attached to the Agreement as Attachment 2.
3.

Option to extend

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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
- (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 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

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- (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.

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- (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 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;
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- (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

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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
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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;
- (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. Public Interest Disclosures

- (a) For the purposes only of this clause 19 (Public Interest Disclosures), unless the context otherwise requires:
    - (i) "PID Act" means the Public Interest Disclosures Act 2022; and
    - (ii) words and expressions, including the terms 'corrective action', 'public official', 'voluntary public interest disclosure', 'serious wrongdoing', 'relates to an agency' and 'public official associated with' which have a defined meaning in the PID Act have the same meaning as in the PID Act.
  - (b) You must ensure that all individuals involved in providing services under this Agreement are made aware of the following:
    - (i) that those individuals are public officials for the purposes of the PID Act;
    - (ii) how to make a voluntary public interest disclosure ("PID");
    - (iii) Our public interest disclosure policy ("DCJ PID Policy"), available on the DCJ website at <https://dcj.nsw.gov.au/documents/resource-centre/policies/dcj-public-interest-disclosures-policy.pdf> or as advised or updated from time to time by Us;
    - (iv) associated information and resources regarding making of public interest disclosures under the DCJ PID Policy and any related materials, which may be made available or updated from time to time by Us; and
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- (v) the fact that a person who is dissatisfied with the way in which a voluntary 'public interest disclosure' (PID) has been dealt with may be entitled to take further action under the PID Act or another Act or law.
  - (c) You must notify Us of a voluntary public interest disclosure of which You become aware where either:
    - (i) the disclosure relates to Us; or
    - (ii) the maker of the disclosure is known to be a public official associated with Us.
  - (d) You must notify Us of serious wrongdoing committed, or alleged to be committed, by an individual providing services under this Agreement.
  - (e) You must use best endeavours to assist in an investigation of serious wrongdoing if requested to do so by a person dealing with a voluntary public interest disclosure on behalf of Us or any other agency.
  - (f) You acknowledge that:
    - (i) If We investigate a voluntary public interest disclosure and find that serious wrongdoing or other misconduct occurred, We have an obligation to take appropriate corrective action under s. 66 of the PID Act; and
    - (ii) in addition to any right of termination We have under any other clause of this Agreement, We may terminate the Agreement in response to a finding of serious wrongdoing or other misconduct involving You or an individual providing services under this Agreement.
  - (g) If You are otherwise permitted to subcontract under this Agreement and We approve Your application to subcontract the Agreement in whole or in part, You must ensure that the subcontract contains terms binding the person or body engaged under the subcontract that are equivalent to the terms binding You in this clause 19 (Public Interest Disclosures).

20. Modern Slavery

Modern Slavery:

- (a) means any conduct that constitutes or would constitute any offence listed in Schedule 2 of the *Modern Slavery Act 2018* (NSW), including an offence of attempting or incitement to commit such an offence;
- (b) includes any conduct that constitutes or would constitute an offence under any of the Modern Slavery Laws as amended from time to time, including an offence of attempting or incitement to commit such an offence; and
- (c) includes conduct engaged in elsewhere than in New South Wales that, if it occurred in New South Wales, would constitute a modern slavery offence under paragraphs (a) or (b).

Modern Slavery Laws means:

- (a) the *Modern Slavery Act 2018* (Cth);

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- (b) the *Modern Slavery Act 2018* (NSW);
  - (c) Divisions 270 and 271 of the Commonwealth Criminal Code;
  - (d) section 176(1A) of the *Public Works and Procurement Act 1912* (NSW);
  - (e) section 438ZE of the *Local Government Act 1993* (NSW); and
  - (f) any other laws, regulations, codes and international conventions aimed at combatting modern slavery, forced labour or human trafficking, from time to time in force in or ratified by Australia and, where relevant, in or by other jurisdictions in which the parties operate,
- each as amended from time to time.

### 20.1 Core Obligations

Each party must:

- (a) not engage in Modern Slavery;
- (b) take reasonable steps to ensure that it, its directors, officers, employees, Related Entities and Engaged Entities comply with Modern Slavery Laws as applicable;
- (c) take reasonable steps to ensure that its Engaged Entities include provisions equivalent to the Core Obligations (including this sub-clause) in their contracts with their suppliers; and
- (d) take reasonable steps to ensure that its Engaged Entities provide their respective directors, officers, employees and suppliers with at least the minimum level of wages and other entitlements required by law.

### 20.2 Price

Each party acknowledges and agrees that the Price supports each Party to comply with its Core Obligations.

### 20.3 Implementation

Without limiting the Core Obligations and to the extent permitted by law, the Provider agrees that it will notify the Department immediately with adequate particulars of the Modern Slavery and the actions taken, or being taken, to remedy the Modern Slavery if the Provider becomes aware of any actual or reasonably suspected Modern Slavery engaged in, or any notices, investigations, proceedings or claims arising in any jurisdiction in relation to any actual or reasonably suspected breach of Modern Slavery Laws by the Provider, the Provider's directors, officers, employees, Related Entities, or by any of its Engaged Entities, whether or not the Modern Slavery occurs or is suspected to occur in the performance of the Agreement.

### 20.4 Assistance

Without limiting the Core Obligations and clause 20.3 (Implementation) each party must provide, and use reasonable endeavours to ensure its directors, officers, employees, Related Entities and Engaged Entities provide, all reasonable assistance to the other party to enable the other party to comply

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with its obligations under this clause and under applicable Modern Slavery Laws.

### 20.5 Disclosure

The Provider represents and warrants to, and for the benefit of, the Department that, as at the Agreement Date and on a continuing basis for the duration of the term of this Agreement, the Provider has disclosed, in accordance with clause 20.3:

- (a) to the extent the Provider is aware, any:
  - (i) actual or reasonably suspected Modern Slavery engaged in; and
  - (ii) notices, investigations, proceedings or claims arising in any jurisdiction in relation to any actual or reasonably suspected breach of Modern Slavery Laws,

by the Provider, the Provider's directors, officers, employees, or Related Entities, or by any of the Provider's Engaged Entities while performing any contract with the Provider, whether or not the Modern Slavery arises in the performance of the Agreement; and
- (b) all actions taken to remedy said Modern Slavery or breach of Modern Slavery Laws.

### 20.6 Material Breach and termination

Without limiting the parties' rights under this Agreement, the parties agree that:

- (a) a breach of either party's obligations under this clause will be taken to be a material breach of this Agreement; and
- (b) where one party forms the view that there is a material breach that is reasonably capable of being remedied, then the parties shall take reasonable steps to remedy the breach in accordance with this Agreement.

### 20.7 Remediation Plan

- (a) Where one party forms the view that there is a material breach that is reasonably capable of being remedied, then the parties shall develop a remediation plan to take reasonable steps to remedy the breach in accordance with this Agreement (the Remediation Plan).
- (b) Each party shall take reasonable efforts proportionate to their contribution to the material breach to implement this Remediation Plan.

### 20.8 Definitions

**Core Obligations** means those obligations set out in clause 20.1 (Core Obligations).

**Engaged Entity** of a party means any first tier (direct) suppliers, subcontractors, consultants and contractors engaged by that party (or that party's directors, officers and employees) in connection with this Agreement. For the avoidance of doubt, 'Engaged Entities' includes independent contractors (whether an individual or body corporate), secondees, consultants

## Internal use only

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and any other workers (however described) who may be engaged for the purposes of this Agreement but are not employed by the relevant party.

**Price** means the funding amount provided by the Department to the Provider under this Agreement.

**Reasonable steps** for the purpose of this clause means those steps that are reasonable in the circumstances to prevent, identify, mitigate and remedy

### 21. Additional Supplementary Conditions

#### 21.1 Amendment to service delivery

(a) The Parties agree to meet regularly to review the delivery of services and to consider whether any amendment to the delivery of services is required.

(b) Contract amendments can be initiated by either party to the contract and must be mutually agreed by both parties to the contract, this includes the start date for the amendments to take effect.

(c) An amendment in the delivery of services includes changes to:

- i. the service types, the description of services and/or the outcomes of the services;
- ii. the target group;
- iii. the location or locations at which the services are being provided;
- iv. the quantity of clients.

(d) The Department must provide a minimum of thirty (30) business days written notice to the Provider, of any proposed amendment to service delivery, in accordance with (a) and (b).

(e) The Provider may within twenty (20) business days of the date of the Department's notice, accept or reject in writing, the proposed amendments to service delivery as follows:

- i. If the provider accepts the proposed amendments to service delivery, or if the Department does not receive a response from the provider within twenty (20) business days, the amendments to service delivery will take effect as per the start date in the Department's notice.
- ii. If the provider rejects the proposed amendments to service delivery as set out in the Department's notice, the amendments to service delivery will not proceed, in which case further negotiations may occur between parties outside this clause of the contract.
- iii. The start date of the amendment to service delivery may be negotiated between the parties to be longer than thirty (30) days.

(f) The provider must not undertake an amendment to service delivery, without the prior written consent of the Department.

#### 21.2 Funding for amendment to service delivery

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The Provider acknowledges that an amendment to service delivery under this clause will not result in an increase or decrease in cost to the provider and that the funding will not be varied.

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**Attachments**

- Attachment 1 - Services Table 1 and Table 2
  - Attachment 2 - CAFS Program Specifications
  - Attachment 3 - Income and Expenditure Statement (Budget)
  - Attachment 4 - Standard Terms
-

Internal use only

**Attachment 1 – Services Table 1 and Table 2****Table 1.1:****Initiative: CAFS – Community Strengthening**

Not applicable.

**Table 1.2:****Initiative: CAFS – Family Connect and Support**

Not applicable

**Table 1.3:****Initiative: CAFS – Wellbeing and Safety**

| Financial Year | Service level<br>(Program Activity) | Number of clients | Unit measure | Unit Price | Line item total<br>(Annual funding) |
|----------------|-------------------------------------|-------------------|--------------|------------|-------------------------------------|
| 2025-2026      | Wellbeing and Safety                |                   | Clients      | N/A        | \$525,457.91                        |
| 2026-2027      | Wellbeing and Safety                |                   | Clients      | N/A        | \$1,050,915.82                      |
| 2027-2028      | Wellbeing and Safety                |                   | Clients      | N/A        | \$1,050,915.82                      |
| 2028-2029      | Wellbeing and Safety                |                   | Clients      | N/A        | \$1,050,915.82                      |
| 2029-2030      | Wellbeing and Safety                |                   | Clients      | N/A        | \$1,050,915.82                      |
| 2030-2031      | Wellbeing and Safety                |                   | Clients      | N/A        | \$1,050,915.82                      |

**Table 1.4:****Initiative:**

Not applicable.

Internal use only

## Service Details

**Table 2.1**

**Initiative: CAFS – Community Strengthening**

Not applicable

**Table 2.2**

**Initiative: CAFS – Family Connect and Support**

Not applicable

**Table 2.3**

**Initiative: CAFS – Wellbeing and Safety**

| # | LGA                                                                                                                                                                                              | Target Group          | Program Activity     | Service Type             | Number of Clients p.a. | CAFS Client Outcome/Aboriginal Outcome/<br>Service System Outcome (SSO)                                   |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------|--------------------------|------------------------|-----------------------------------------------------------------------------------------------------------|
| A | <ul style="list-style-type: none"> <li>- Burwood</li> <li>- Canada Bay</li> <li>- Inner West</li> <li>- Suburbs of the Former Canterbury LGA</li> <li>- Sydney</li> <li>- Strathfield</li> </ul> | Young People, Parents | Wellbeing and Safety | Family Capacity Building | Total: [REDACTED]      | Empowerment - Families and carers are empowered and confident to understand and meet their child's needs. |
| B | <ul style="list-style-type: none"> <li>- Burwood</li> <li>- Canada Bay</li> <li>- Inner West</li> </ul>                                                                                          | Young People          | Wellbeing and Safety | Counselling              | Total: [REDACTED]      | Health - Improved mental health and wellbeing of children and young people.                               |

## Internal use only

|   |                                                                                                                  |                       |                      |                               |  |                                                                             |
|---|------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------|-------------------------------|--|-----------------------------------------------------------------------------|
|   | - Suburbs of the Former Canterbury LGA<br>- Sydney<br>- Strathfield                                              |                       |                      |                               |  |                                                                             |
| C | - Burwood<br>- Canada Bay<br>- Inner West<br>- Suburbs of the Former Canterbury LGA<br>- Sydney<br>- Strathfield | Young People, Parents | Wellbeing and Safety | Parenting Programs            |  | Health - Improved mental health and wellbeing of children and young people. |
| D | - Burwood<br>- Canada Bay<br>- Inner West<br>- Suburbs of the Former Canterbury LGA<br>- Sydney<br>- Strathfield | Young People, Parents | Wellbeing and Safety | Education and Skills Training |  | Health - Improved mental health and wellbeing of children and young people. |
| E | - Burwood<br>- Canada Bay<br>- Inner West<br>- Suburbs of the Former Canterbury LGA<br>- Sydney<br>- Strathfield | Young People          | Wellbeing and Safety | Information/ Advice/ Referral |  | Health - Improved mental health and wellbeing of children and young people. |
| F | - Burwood<br>- Canada Bay<br>- Inner West<br>- Suburbs of the Former Canterbury LGA                              | Young People          | Wellbeing and Safety | Specialist Support            |  | Health - Improved mental health and wellbeing of children and young people. |

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|   |                                                                                                                  |              |                      |                              |                                                                                           |                                                                             |
|---|------------------------------------------------------------------------------------------------------------------|--------------|----------------------|------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
|   | - Sydney<br>- Strathfield                                                                                        |              |                      |                              |                                                                                           |                                                                             |
| G | - Burwood<br>- Canada Bay<br>- Inner West<br>- Suburbs of the Former Canterbury LGA<br>- Sydney<br>- Strathfield | Young People | Wellbeing and Safety | Youth Individualised Support | Total  | Health - Improved mental health and wellbeing of children and young people. |

**Table 2.4**

**Initiative:**

Not applicable

**Additional Service Details descriptions:**

**Table 2.1: CAFS – Community Strengthening**

None stated

**Table 2.2: CAFS – Family Connect and Support**

None stated

**Table 2.3: CAFS – Wellbeing and Safety**

Row A – None stated

Row B – None stated



Row D – None stated

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Row E – None stated

Row G – None stated

**Table 2.4:**  
*Not applicable*

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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):

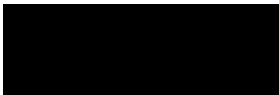
- (a) the Agreement for Funding of Services - Standard Terms;
- (b) this Agreement for Funding of Services - Schedule; and
- (c) any Attachments.

18/12/2025

Executed as an agreement on \_\_\_\_\_

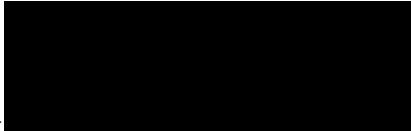
#Note: The clause below is provided as an example only. The Agency should include its form of execution clause if the clause below is not applicable

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:

  
\_\_\_\_\_  
Signature of witness

Luke Milburn  
\_\_\_\_\_  
Print full name

18/12/2025  
\_\_\_\_\_  
Date

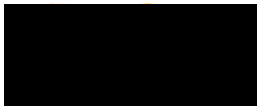
  
\_\_\_\_\_  
Signature of authorised officer

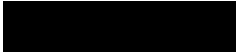
Cecily Lynne Currie  
\_\_\_\_\_  
Print full name

Manager Commissioning and Planning  
\_\_\_\_\_  
Position of authorised officer

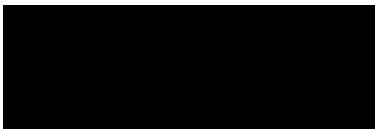
#Note: Select execution clause that is appropriate to the Provider's structure and proposed method of execution and delete the execution clause that does not apply

Signed by **Good Shepherd Australia New Zealand**  
ABN 61 354 551 576 by:

  
\_\_\_\_\_  
Signature of Authorised Signatory

  
\_\_\_\_\_  
Print full name

17/12/2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Authorised Signatory

  
\_\_\_\_\_  
Print full name

Internal use only

# Program Specifications

## Community and Family Support (CAFS) Program

September 2025



# Our commitment to Aboriginal people, the traditional owners and custodians of Country

We acknowledge the Stolen Generations, including Aboriginal children, young people and families currently affected by the statutory child protection system.

We acknowledge the needless suffering and trauma inflicted on Aboriginal children, young people and families through colonisation and forced assimilation.

We acknowledge that this trauma continues to affect Aboriginal people today and that Aboriginal children and families continue to be disproportionately affected by the statutory child protection system. We undertake to shape our practices accordingly using the expertise and knowledge of Aboriginal families, communities and Elders.

All Community and Family Support (CAFS) program service providers funded by the NSW Department of Communities and Justice must be committed to delivering culturally safe and responsive services for Aboriginal children, young people and families, driven by the principle of Aboriginal self-determination, and working with families and communities to keep families safely together and strong.



## Note on terminology

The term ‘Aboriginal’ in the Program Specifications refers to both Aboriginal and Torres Strait Islander peoples. It is used to refer to the numerous nations, language groups and clans in NSW. The CAFS program supports children, young people and families from diverse Aboriginal and Torres Strait Islander communities and backgrounds across NSW.<sup>1</sup>



The term ‘family’ captures all different types of family and kinship groups. We acknowledge that family compositions are unique and encompass many cultural factors such as Aboriginal kinship structures.

The term ‘family violence’ refers to domestic and family violence. The CAFS Program Specifications use the terminology ‘family violence’ as this is the preferred term for domestic and family violence within Aboriginal and Torres Strait Islander communities, given it captures the extended definition of family.<sup>2</sup>

The term ‘parent’ refers to a child’s primary carer and can include a biological parent, carer, caregiver or guardian, as well as the broader kinship roles that Aboriginal families carry out in caring for children.

Program Specifications: CAFS Program

Published by NSW Department of Communities and Justice

[www.dcj.nsw.gov.au](http://www.dcj.nsw.gov.au)

First published: September 2025

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<sup>1</sup> Throughout this document, terms such as *Indigenous*, *First Nations*, or other descriptors may be used in reference to Aboriginal people. These terms reflect the language used in the original evidence sources cited.

<sup>2</sup> Australian Institute of Health and Welfare. Family, domestic and sexual violence: Aboriginal and Torres Strait Islander people, *Australia 2025*.

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# 1 Purpose

## 1.1 Purpose of the CAFS Program Specifications

The Community and Family Support (CAFS) program brings together two NSW Department of Communities and Justice (DCJ) early intervention programs:

- Targeted Earlier Intervention (TEI) – formerly made up of the Community Strengthening and Wellbeing and Safety streams; and
- Family Connect and Support (FCS).

The CAFS Program Specifications (the Program Specifications) set out the intended program outcomes and target groups, and the expected services to be delivered under the CAFS program, in the context of the DCJ contracting system and the NSW Human Services Outcomes Framework.

Clause 5 of the **Standard Terms** of the Agreement for Funding of Services contains further information about service providers' obligation to comply with the Program Specifications.

These Program Specifications may be amended or replaced from time to time by DCJ. Service providers should comply with the current version of the Program Specifications. Updates to the Program Specifications will be shared with service providers.

The content of these Program Specifications applies to CAFS service providers across all program activities, unless otherwise stated. Any requirements that are unique to an individual program activity are detailed in section 3.3.

Note: the Program Specifications present the scope of service delivery in the CAFS program. Individual service providers are not expected to offer every program activity or service type contained within these Program Specifications, but should be able to recognise their service within the overall program description. Individual service provider contracts will outline the program activity and service types each service provider should be delivering.

## 1.2 Program overview

Evidence shows that early intervention is the most effective strategy to improve outcomes for children, young people, families and communities.<sup>3</sup> The CAFS program offers voluntary support to children, young people, families and communities where the evidence suggests it will have the most impact, early in life and early in need.

The CAFS program delivers culturally safe, responsive and flexible support services to meet the needs of children, young people, families and communities. These needs may change over time or emerge due to broader social issues, such as pandemics, natural disasters and global crises that impact the cost of living. The program recognises that the needs of families and communities are not static and that people move in and out of hardship and disadvantage and will need different levels and types of support over time.

CAFS services promote family and community wellbeing and reduce vulnerability and risk factors (including those that may lead to child abuse, neglect and family violence), while also building protective factors and supporting healthy childhood development. The program helps to foster and grow personal, family and community-level strengths and capabilities, and to increase individual and community safety.

The program supports wellbeing outcomes by helping the growth of social connection and strong relationships. It recognises safe, secure relationships are a critical protective factor in the prevention of, and recovery from, adverse childhood experiences and trauma.<sup>4</sup>

**The CAFS service system is designed in collaboration with local service providers, communities and local governance arrangements, which involve a broad range of stakeholders.**

CAFS services do not operate in isolation but sit within a complex and diverse human service system, encompassing a broad range of early intervention supports delivered by non-government organisations, NSW Government, Australian Government, local councils and philanthropy. The willingness of service providers to collaborate, co-design and coordinate with other services, both government and non-government, universal and targeted, is vital for the CAFS program to achieve outcomes for its target groups.<sup>5</sup>

<sup>3</sup> Fox, S., Southwell, A., Stafford, N., Goodhue, R., Jackson, D. and Smith, C. (2015). *Better systems, better chances: a review of research and practice for prevention and early intervention*. Australian Research Alliance for Children and Youth (ARACY); Early Intervention Foundation. (2018). *Realising the potential of early intervention*. <https://www.eif.org.uk/report/realising-the-potential-of-early-intervention>

<sup>4</sup> James Martin Institute of Public Policy. (2024). *Supporting children and families to flourish*. <https://www.centreforrelationalcare.org.au/jmi-report>

<sup>5</sup> Examples of universal and targeted services include health, education and housing supports and services.

## 1.3 Program structure

The CAFS program is made up of three program activities:

1. **Community Strengthening** focuses on community wellbeing, the collective sense of belonging, participation, trust, and access to resources and services that allow individuals and their communities to flourish and fulfil their potential. This is particularly important for at risk groups within the community. This includes services that build and facilitate community cohesion, inclusion and wellbeing, and empower Aboriginal communities – for example, delivering community events and workshops, advocacy and support, and education and skills training.
2. **Family Connect and Support** provides a soft entry point and connection to the service system for families who require services to prevent their needs escalating. FCS helps families identify their strengths and address underlying issues and needs by delivering holistic assessment, case coordination, warm referrals, information, advice and practical support.
3. **Wellbeing and Safety** aims to support children, young people and families with targeted and intensive support. This includes services that strengthen protective factors and respond to risk factors that may lead to child abuse, neglect and/or family violence, and help parents and caregivers provide their children and young people with a safe and nurturing home – for example, counselling, family capacity building, parenting programs and supported playgroups.

Service providers may deliver services across any or all the program activities. Service providers are contracted to deliver particular service types, depending on the outcome of local commissioning processes which determine local priorities (see [section 3.2](#)) for service provision.



**Children, young people, families and communities in NSW  
receive the support they need, when they need it**

Figure 1: Community and Family Support program structure

## 2 Legislative and policy context



The NSW Agreement for Funding of Services, which includes the **Standard Terms** and **Schedule for Community and Family Support**, outlines service provider obligations, including the requirement that services be provided in accordance with all applicable laws, standards and policies and accreditation requirements.

All service providers must comply with all relevant provisions in the *Public Finance and Audit Act 1983* and the *Privacy and Personal Information Protection Act 1998*.

Clause 6 of the **Agreement for Funding of Services – Standard Terms** also requires service providers to ensure that all personnel engaged in providing services are properly authorised, accredited, trained and experienced and have completed all mandatory pre-employment screening, including a Working with Children Check (WWCC).

The primary legislation that underpins DCJ provision of funding to non-government organisations under the CAFS program is the *Community Welfare Act 1987* and associated regulations, which seek to protect and improve the wellbeing of the people of NSW.

The *Children and Young Persons (Care and Protection) Act 1998* (Care Act) also impacts on the delivery of DCJ funded programs. The Care Act broadly aims to ensure that children and young people receive the care and protection necessary for their safety and wellbeing and covers mandatory reporting requirements (section 27) and information exchange (Chapter 16A).

### 2.1 Chapter 16A and information sharing

Chapter 16A of the Care Act allows prescribed government and non-government bodies the authority to share relevant information about children and young people to collaboratively promote their safety, welfare and wellbeing. Staff in CAFS services should use the provisions of Chapter 16A to gather comprehensive and relevant information from the referring agency and other professionals involved with the family to make a holistic assessment of family need and to inform case planning.

The [DCJ website](#) has further guidance.

### 2.2 Child Safe Standards

The Child Safe Standards (the Standards) are principle-based and designed to keep children safe by creating organisations that help prevent, detect and respond more effectively to harm and abuse, if it occurs. The Standards are included in section 8C of the *Children's Guardian Act 2019*.

Some CAFS service providers will already have a regulatory obligation to implement the Standards as part of the Child Safe Scheme regulated by the Office of the Children's Guardian (OCG), depending on the services they provide and the sector in which they provide services. For service providers who don't fall under the Scheme, DCJ expects you to apply the Standards as a form of best practice to support the safety of children and assist your organisation to better prevent and respond to child abuse.

The Standards are explained in more detail on the [OCG website](#). This site contains [resources](#) (including a self-assessment tool) to support service providers to understand the Standards and identify ways to improve their child safe practices.

## 2.3 Policy context

The CAFS program contributes to several state and national initiatives by investing in services which respond to the needs of children, young people, families and communities. This includes a strong commitment to improving outcomes for Aboriginal people. Some of these initiatives are:



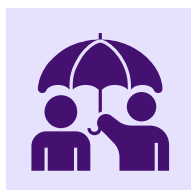
NSW Human Services Outcomes Framework – a cross-agency framework which specifies seven wellbeing outcomes for the NSW population: Safety, Home, Economic, Health, Education and Skills, Social and Community, and Empowerment. The NSW Human Services Outcomes Framework is applied to ensure a focus on driving improvement in outcomes that matter for clients and communities. The CAFS Program Client Outcomes Framework directly aligns to the domains of the NSW Human Services Outcomes Framework.



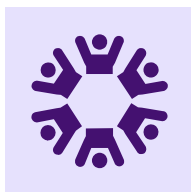
Brighter Beginnings NSW – a whole of government initiative to give all children in NSW the best start. It has a focus on human services initiatives supporting children from pregnancy to the start of school, with a particular emphasis on the first 2000 days. The CAFS program aligns to the objectives and vision of Brighter Beginnings, to increase universal access to education, health, community and government services and to provide targeted early interventions and support to families experiencing vulnerability and hardship.



Family is Culture (FIC) Independent Review – DCJ is committed to responding to the FIC recommendations and building a child protection system that is more responsive to the needs of Aboriginal children, families and communities. Delivering the CAFS program aligns to recommendations 21, 22, 24 and 38. These recommendations have a focus on increasing investment in early intervention support with a preference for delivery of early intervention and prevention services by Aboriginal Community Controlled Organisations (ACCOS) and working in partnership with Aboriginal stakeholders and community members to evaluate existing early intervention and prevention focused programs and their effectiveness for Aboriginal people and communities. There is also a focus in the FIC review of DCJ working closely with relevant agencies and service providers across the human services sector, including ACCOS to coordinate integrated service provision in early intervention support efforts for Aboriginal families and children.



Safe and Supported: the National Framework for Protecting Australia's Children 2021–2031 and First Action Plan (2023-2026) – Australia's framework to reduce child abuse and neglect and its intergenerational impacts. A key focus area of Safe and Supported is a 'National approach to early intervention and targeted support for children and families experiencing vulnerability or disadvantage'. The guiding principles of the National Framework align to CAFS's service practice principles, including cultural safety, universal access to quality services, evidence-informed and person-centred approaches. Delivering the CAFS program aligns directly to Action 1 of this plan with a focus on early supports to 'address the social determinants of child safety and wellbeing through early and targeted support and improved access to services for vulnerable children and families'.



The Aboriginal and Torres Strait Islander peoples' First Action Plan 2023–2026 – focuses on achieving safety and wellbeing for First Nations children and sets out how to reduce their overrepresentation in child protection systems. With a focus on increasing investment in ACCOs and supporting a connected human services sector, CAFS aligns to Actions 2, 3 and 8 of this Action Plan.



National Plan to End Violence Against Women and Children 2022–2032 – the overarching national policy framework that will guide actions towards ending violence against women and children in one generation. Directly linked to the CAFS program, one of the four domains identified is 'Early intervention – identifying and supporting individuals who are at high risk of experiencing or perpetrating violence and prevent it from reoccurring' is a key focus of the plan.



NSW Domestic and Family Violence Plan 2022–2027 and NSW Sexual Violence Plan 2022–2027 – provide the NSW Government with strategic direction to prevent and respond to domestic, family and sexual violence from 2022–2027 and work towards a shared policy framework and vision that all people and communities in NSW are free from domestic, family and sexual violence. Pillar two of these plans is 'Early Intervention' including targeted responses that aim to identify risks to safety and ensure timely responses are delivered before risks escalate to violence or to more severe violence including sexual violence.



Independent Review of the National Disability Insurance Scheme (NDIS) - identified a need for improved inclusion and accessibility of mainstream services, improvements to the way the NDIS works for everyone involved and a need for additional supports. The NDIS Review recommended there should be a connected system of supports that includes mainstream services such as the availability of Foundational Supports for children and families.

## 2.4 Investment in Aboriginal early support services

To reflect the commitment to improve outcomes for Aboriginal children, families and communities, the CAFS program aligns to several state and national priority reforms and initiatives listed above. These call for further investment in early intervention services to build the ACCO sector and reduce the over-representation of Aboriginal children in out-of-home care.



Objectives of the CAFS program include:

- sharing and recording data that is meaningful to Aboriginal communities
- increasing CAFS program funding with ACCOs
- sharing decision-making authority with Aboriginal communities and ACCOs through service co-design, and exploring opportunities for Aboriginal-led commissioning
- putting Aboriginal Case Management Policy (ACMP) principles into practice.



## 3 Program description

### 3.1 Program objectives

The objectives of the CAFS program align with the CAFS vision for all children, young people, families and communities in NSW to receive the support they need, when they need it.

The program objectives are:

- Aboriginal children, young people, families and communities have access to Aboriginal designed or co-designed, and Aboriginal delivered, supports and services.
- CAFS services are culturally safe and responsive, trauma informed and healing focused.
- CAFS services harness the unique strengths and resources of individuals, families and communities. Services walk alongside families and recognise individuals and families as agents of change.
- CAFS services foster the growth of community connection, capacity and wellbeing through local place-based services.
- Risk factors that lead to child abuse, neglect and family violence are identified and addressed early.
- Families can access CAFS services to meet the needs of children and young people early to prevent escalation and improve outcomes.
- CAFS services address emerging needs and provide support for children and their families during critical periods of development.

The CAFS program can achieve this through the commissioning of services that:

- Empower Aboriginal families to lead assessments and decision-making and keep their children safe at home and connected to kin, community, Country and culture.
- Actively facilitate shared decision-making authority and choice about services and supports for Aboriginal people and communities.
- Recognise the significant role of culture as a protective factor for children and young people in their family and broader communities.
- Help communities to support and protect their members through building strong social connections and support networks.
- Support parents and caregivers to meet the physical and material needs of their children.
- Support parents and caregivers to meet the social, emotional and developmental needs of their children by developing positive parenting skills, building confidence and addressing causes of negative parenting practices.
- Assist young people to stay connected with their family and make positive life choices as they move into adulthood.
- Actively engage with children, families and communities in need by breaking down barriers to accessing support and working with them to coordinate services.
- Collaborate and network with other child, family and community early support services and more intense, multidisciplinary services.

- Actively partner with other services, including health and education, to provide integrated services and where possible wraparound and place-based models of service delivery to ensure children, families and communities receive the range of support they need.

### 3.1.1 CAFS service practice principles

To deliver an effective CAFS service system, the following practice principles should be used in the delivery of services with CAFS clients. CAFS services should be:

- **Culturally safe, responsive and respectful.** Recognising the past and present life experiences of individuals, families and communities. Promoting connection to cultural knowledge, values, traditions and strengths.
- **Trauma aware and informed.** Culturally affirming and healing focused. Recognising the impact of trauma (including intergenerational trauma), family violence and the ongoing experiences of racism and stigma on people accessing services.
- **Flexible and responsive.** Using diverse engagement methods to reach different client groups. Recognising and responding to changes in community and society and providing different levels and types of support to clients depending on their needs.
- **Person and family centred.** With the child, young person and/or family at the centre and leading decision-making, and with holistic assessments of strengths and needs.
- **Strengths based.** Using strengths-based and community-led approaches to design and implement services. Supporting people to build their capacity for change and communities to leverage from their strengths and resources.
- **Evidence informed.** Using evidence to design, implement and improve programs and services across the life course, using natural development phases and transition points as opportunities to deliver services.
- **Holistic and collaborative.** Taking a holistic view of the family and all children and young people in the family unit. Working in partnership with other services and/or organisations to build an integrated service system and improve client outcomes.
- **Capability building.** Supporting families to develop their capabilities and take charge of their own lives. Building cohesion, resources and social capital within communities.
- **Localised and community centred.** Designed in collaboration with communities to meet local needs. Delivered by local services, or services with a footprint in the local community.
- **Connected.** Ensuring clients and communities are supported to build and sustain kinship and informal networks and connections in the local community. Supporting connection to culture, community and Country.
- **Integrated into everyday settings.** delivering services in everyday settings families already access and where children routinely learn and develop, such as at home, in the community, and in universal service settings.

These principles have been informed by a range of sources, including the Aboriginal-led Early Support Programs Evidence Review.

## 3.2 Target groups and local priorities

The target population for the CAFS program is children, young people, families and communities within NSW who are in need. This population may experience challenges and/or barriers to identifying and accessing the services they need to live independent and self-determining lives.

### 3.2.1 Key target groups

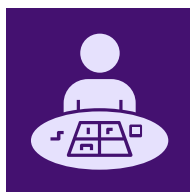
A number of key groups are recognised as particularly important in the context of early support planning and are recognised across all three program activities:



**Aboriginal children, young people, families and communities.** DCJ has a strategic commitment to improve the outcomes of Aboriginal families and communities, and to ensure that all Aboriginal people in NSW have self-determination about matters that affect their lives.



**0–5 year olds.** This aligns with NSW Health's 'First 2000 Days Framework', reflecting the lifelong impact of adverse experiences during this period, as well as the opportunities to build resilience, mitigate against risk and influence positive life course outcomes during this period.



**Children and young people at risk of disengagement from school, family and community.** Family and community connections can be central to the development of positive self-identity. A child or young person's experiences and support during transition periods can have a significant impact on school engagement, school completion and later employment.



**Young parents with known vulnerabilities or who are experiencing a number of hardships.** Young parents can benefit from parenting support, practical assistance, advocacy and other services to help build a nurturing and stimulating home environment for their child and connect with the services they need to support themselves and their family.



**Children and young people affected by mental health conditions.** Children and young people affected by mental health conditions often have poor long-term outcomes. Children and young people can benefit from intervention support with earlier identification and timely and targeted referrals.



**Children under 9 years of age with low level autism and/or developmental delay and low-to-moderate support needs.** Research suggests the earlier the family, carers or kin of children with developmental support needs are involved in intervention programs and the more exposure they have to targeted interventions, the better the outcomes.

These key groups are not mutually exclusive. Some children, young people and their families may belong to more than one group.

This list of key target groups is not exhaustive of potential CAFS clients, and CAFS services may support other client groups according to local priorities and needs.

These key target groups align with priorities highlighted by the Stronger Communities Investment Unit – 2018 Insights Report and other key reports and inquiries.

### 3.2.2 Local priorities

CAFS services are commissioned in line with local priorities. Local planning processes determine priority groups and issues, taking into consideration the key target groups (above) and other available research, evidence and data.

The key target groups have been identified to guide rather than direct local investment. Local priorities may not align directly with the key groups identified above and may include additional groups, depending on local evidence, need and circumstances. For example, in a community with a high population of culturally and linguistically diverse (CALD) families, local planning may identify CALD families with children aged 0–5 years as a priority.

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## 3.3 Program activities

Across all CAFS program activities, there is a focus on improving the safety and wellbeing of children, young people, families and communities.

Within each program activity, there are a diverse range of service types offered to meet the needs of individuals and communities. People may access multiple service types across program activities at the same time. Levels of need may change over time and therefore their need for service types may change.

The program does not have time restrictions for service provision (with the exception of Family Connect and Support) to ensure there is flexibility in service delivery in response to client needs.

### 3.3.1 Program logics in all program activities

Program logics have been developed for CAFS program activities that connect the current situation with the evidence, services and client outcomes the program aims to achieve. Service providers must develop their own program logic, using the program-level program logics (Appendix A), which will help demonstrate how the outcomes each service provider is achieving contribute to the overarching client outcomes for the program.

Service providers may need to complete more than one program logic, depending on what program activity they are funded to deliver and who they are delivering services to. This is explained in the sections below for each program activity.

Service providers must review their program logic at least annually and/or when there is a contract variation, or when service delivery changes.

Resources are available on the DCJ website to support service providers in developing program logics. This includes individual program logic templates with examples and an e-learning module to support service providers in developing their program logics.

Note: The Cultural Safety and Wellbeing Program Logic (Appendix A) is only applicable to non-ACCOs. CAFS service providers are **not** required to develop their own separate cultural safety and wellbeing program logic. Non-ACCOs must use the principles of the Cultural Safety and Wellbeing Program Logic in their service design and delivery.

See section 3.3 for further information about program logics for each program activity.

## Program activity 1: Community Strengthening



Strong community wellbeing is critical for helping children, young people and families thrive, especially when they are in need. Community wellbeing is a collective sense of belonging, participation and trust, as well as access to resources and services that allow individuals (including children and young people) and their communities, to grow, flourish and fulfil their potential.

Evidence finds that a child or young person's social and community environment, including school, community services and neighbourhood quality, can influence the development of their resilience, and that community-level protective factors may also be important in extending the reach of specialist support services to help children and young people.<sup>6</sup>

The Community Strengthening program activity builds social and community connections and enhances inclusion and cohesion by connecting members of a community in need with their broader network and supporting the community as a whole.

Community Strengthening activities are an important part of an integrated system and the provision of multi-level approaches. These approaches provide holistic, preventative and protective support, while helping address social determinants of poor wellbeing.<sup>7</sup>

Through preventative and early intervention activities, Community Strengthening supports the growth of strong, healthy, protective communities; the optimal environments for children and young people to grow and thrive.

The Community Strengthening program activity is not restricted by program eligibility criteria. Rather, it is designed to be delivered flexibly in response to community and client needs.

Community Strengthening services often provide a soft entry to other supports and services.

Community Strengthening services are culturally safe, responsive and relevant, and support healing for Aboriginal people and communities. Community Strengthening initiatives are strengths based and developed in authentic partnership with the community.

### Neighbourhood and Community Centres

Community Strengthening includes Neighbourhood and Community Centres that provide and sustain social infrastructure. Using community development approaches, Community Strengthening services create opportunities for communities to identify their needs, priorities and aspirations, and support them to enact solutions to local issues.

Neighbourhood and Community Centres also provide safe and accessible spaces for all members of the community, especially members who are marginalised or require assistance. These centres provide tangible support and assistance and contribute to improvements in community wellbeing, public health, social connection, disaster preparedness and resilience.<sup>8</sup>

DCJ is committed to working together with Community Strengthening organisations to meet community needs and develop solutions that prioritise connectedness, self-determination and belonging. This commitment is reflected in the Shared Commitment to Collaboration for Neighbourhood and Community Centres in NSW.

<sup>6</sup> Jean-Thorn, A., Tremblay-Perreault, A., Dubé, V., & Hébert, M. (2023). A systematic review of community-level protective factors in children exposed to maltreatment. *Trauma, Violence, & Abuse*, 24(4), 2827–2842. [journals.sagepub.com/doi/10.1177/15248380221117234](https://journals.sagepub.com/doi/10.1177/15248380221117234).

<sup>7</sup> UNSW Centre for Social Impact. (2022) Community Strengthening Evidence Review.

<sup>8</sup> Neighbourhood and Community Centres in NSW: LCSA 2022 Census Summary Report, p. 2.

|  <b>PROGRAM ACTIVITY</b><br><b>Community Strengthening</b> |                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Service types                                                                                                                               |                                 |
| Advocacy and support                                                                                                                        | Indigenous advocacy / support   |
| Community engagement                                                                                                                        | Indigenous community engagement |
| Community sector coordination                                                                                                               | Indigenous healing activities   |
| Education and skills training                                                                                                               | Information / advice / referral |
| Facilitate employment pathways                                                                                                              | Social participation            |

See [Appendix D](#) for more information on the CAFS service types.

## Community Strengthening – evidence and program logics

Service providers under the Community Strengthening program activity are expected to use the evidence from the [Community Strengthening Evidence Review](#), including the [five critical elements](#), to build their individual program logics and design and deliver services.

This evidence is captured in the Community Strengthening Program Logic ([Appendix A](#)). The five critical elements are:

- **Inclusive and genuine co-design and partnership:** building authentic partnerships with community that work towards community ownership while also ensuring that the diverse voices of community are represented.
- **Leveraging strengths and building capacity:** initiatives that are both strengths based and actively build community capacity.
- **Creating safe and effective spaces:** spaces that are safe and accessible to everyone to allow for the effective engagement of diverse community members.
- **Intersectional and safe approaches:** incorporating an understanding of how the different aspects of a person's identity (e.g. gender, ethnicity, disability) can expose them to overlapping and intersecting forms of discrimination and marginalisation to allow for the delivery of a more integrated, safe and holistic suite of services.
- **A whole system approach:** interventions that are part of a whole system approach interconnect multiple community cohorts and agencies.

|  <b>Delivering Community Strengthening services to:</b> | How do I develop my program logic?                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Community                                                                                                                                  | Service providers funded under the Community Strengthening program activity will develop an individual program logic using the <a href="#">Community Strengthening Program Logic</a> .                                                                                                                                                          |
| Young people                                                                                                                               | Service providers funded under the Community Strengthening program activity, with a specific focus on delivering services to young people, will develop an individual program logic using the <a href="#">Community Strengthening Program Logic</a> and findings from the <a href="#">Youth Work – Agency and Empowerment Evidence Review</a> . |

**Community Strengthening – organisations delivering community sector coordination activities**

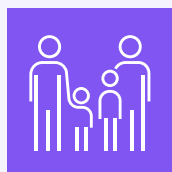
The Community Strengthening program activity also includes community sector coordination activities to support service delivery. Organisations delivering the community sector coordination service type will work closely with CAFS services to help them develop their organisational capability and support coordination and collaboration within the sector.

These organisations should prioritise and promote the CAFS Service System Outcomes through their work with other CAFS service providers and must demonstrate how the services they deliver contribute to achieving these outcomes.



|                                                                                                                                          |                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <b>Delivering Community Strengthening services to:</b> | <b>How do I develop my program logic?</b>                                                                                                                                                                                                                                                     |
| CAFS service providers                                                                                                                   | Organisations funded under the Community Strengthening program activity and delivering the community sector coordination service type will develop an individual program logic using the Community Strengthening Program Logic and the Service System Outcomes ( <a href="#">section 6</a> ). |

## Program activity 2: Family Connect and Support



Family Connect and Support (FCS) service providers work with children, young people and families in NSW to build family capacity and decrease risk. Core service features include information and advice, initial and comprehensive assessment, warm/outbound referrals, practical assistance, proactive outreach, short-term case planning and coordination, and active holding.

The role of the FCS service provider is to identify and build on formal and informal strengths and resources within a family and work in partnership with families to address any issues and concerns. This program activity aims to reduce the need for involvement of the statutory child protection system in the future.

Where required, FCS service providers should operate during core business hours and be available to provide a service to families outside core business hours when required. This can involve the flexible use of workers after hours when required in response to family needs and circumstances or providing a service outside business hours in line with agency after-hours processes. FCS providers may also deliver services via outreach, tele-practice and/or mobile services.

|  <b>PROGRAM ACTIVITY</b><br><b>Family Connect and Support</b> |                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| Service types                                                                                                                                  | Active holding<br>Family capacity building<br>Information / advice / referral |

See [Appendix D](#) for more information on the CAFS service types.

### FCS service features

Service providers contracted to provide the FCS program activity must deliver the service features outlined below.

### Suitability Criteria

FCS service providers are encouraged to have conversations with both the referrer and the family to determine overall suitability for FCS. FCS service providers should consider individual circumstances and exercise their professional judgement in each case.

FCS service providers can work with any family as FCS does not have exclusionary criteria.

In most cases, FCS is for families:

- with a child under 18 years of age, living in the long-term or permanent care of the family or household, and
- who are not currently and actively case managed by another service provider.<sup>9</sup>

<sup>9</sup> Based on the information known to the FCS service provider at the time of referral. FCS service providers are encouraged to talk to families about any services they are already working with. FCS service providers should not request an open plan check from DCJ. In some circumstances, it may be appropriate to work with families case managed by another service provider to support their current unmet needs. If unsure, service providers are encouraged to talk to their contract managers.

## DCJ referrals

Referrals may be made by DCJ, including directly from the Child Protection Helpline and from DCJ statutory child protection services, provided the referral meets the suitability criteria above.

If a referral is received from DCJ, the family has been the subject of a report, or a request for assistance from the Child Protection Helpline. The most recent Helpline report for that family, will have been assessed as requiring a less than 10-day response with no other supports or responses identified as appropriate and available.<sup>10</sup>

Where families are unsuitable for the FCS program activity, the FCS service provider will arrange an appropriate referral and provide information about alternative services to the family or referrer.

There is a 30% cap on DCJ referrals to FCS. The purpose of the cap is to ensure that FCS does not become overloaded with DCJ referrals, leaving limited capacity for community or self-referrals. FCS service providers and DCJ should work together to develop formal protocols to monitor and track local referrals, including establishing quotas for inbound referrals.

Negotiation of referral quotas with DCJ should involve both child protection services staff (Manager Client Services, Community Services Centre; Director Community Services) and DCJ Commissioning and Planning. Protocols should include dispute resolution processes.

FCS service providers and DCJ must agree that FCS is the most suitable option to provide support to the family at that point in time. Where there is disagreement, FCS and DCJ should follow established processes for the decision to be reviewed and escalated if required. All DCJ referrals to FCS service providers will be made using the Universal Referral Form (URF) on ChildStory.

Once the referral is received and a decision is made about whether it will be accepted, the FCS service provider will advise DCJ about the outcome.



## Inbound referrals

FCS referrals can also be received from a range of other sources, including Child Wellbeing Units, mandatory reporters in universal settings (e.g. schools and hospitals) and the community or self-referrals.

## Timeframes for service delivery<sup>11</sup>

Once a referral is received by an FCS service provider, timeframes for engagement and service delivery start. FCS service providers should promptly acknowledge and advise the referrers if a referral has been accepted.

As FCS is time limited, service providers are encouraged to work with families to identify their needs and refer them to relevant supports in the shortest period.

As a guide, FCS should work with families for up to 16 weeks, although this will be driven by the family's needs. The maximum period of FCS service delivery is six months from the time the referral is received. When required, a family can be re-referred to FCS. There is no limit on the number of re-referrals to an FCS service provider.

<sup>10</sup> As above.

<sup>11</sup> While the FCS program activity has timeframes around how long a provider can work with a client, the Community Strengthening and Wellbeing and Safety program activities have no time restrictions. Unless a timeframe is specifically agreed during contract negotiations, service providers can offer services under these two program activities for as long as deemed necessary.

## Consent

While it is always better to obtain consent before making a referral, an FCS service provider can make initial contact with the family without consent to allow the service to engage with the client.

FCS service providers will seek informed consent directly from the family as soon as practical to undertake initial assessment and deliver FCS services. Ongoing engagement with the FCS service by the family is voluntary.

## Client triage and assessment

FCS service providers undertake a triage assessment to help develop an understanding of who the family is and their presenting issues, needs and situation. FCS aims to make an initial assessment of their needs within one week of a referral being received. Following this, if required, service providers undertake a comprehensive, holistic, strengths-based child and family assessment with families to develop a deeper understanding of the family's strengths and current needs.

When a comprehensive assessment is required, the Common Assessment Tool (CAT) must be used to help to determine the child and/or family's strengths and needs, to then inform case coordination, planning and referrals. The Common Assessment Framework (CAF) can also be used to guide the assessment approach.

Where the inbound referrer has already undertaken an assessment, the FCS provider will seek permission to access the assessment to minimise duplicative client assessment, unless it is necessary to a client's current situation.

## Client engagement

Clients referred to the FCS program activity will be contacted within three working days on receipt of a referral. It can take time to build trust and engage families, so a minimum of three contact attempts should be made with the family.

FCS service providers will use flexible approaches and outreach channels to reach clients, build trust and break down barriers. Client engagement is a key feature of the FCS program activity and aligns with the Preventing Child Maltreatment Evidence Review core component of 'engagement'.

The CAF and CAT include further guidance on client engagement.

## Case coordination and planning

Where a clients' needs are assessed as more complex or a range of service responses is required, service providers will work with the family to develop a family case plan. Plans will be family led, strengths based and identify appropriate timeframes, resources and supports.

The CAF includes further guidance on case coordination and family case planning.

## Warm/outbound referrals

Outbound client referrals will be appropriate, timely and facilitated ('warm') by the FCS practitioner. A warm referral means families are directly supported by FCS to contact a service or another professional. Where there is a family case plan, outbound referrals will align with the case plan goals.

Aboriginal and CALD children and families will be supported to access culturally safe and appropriate programs and services.

The CAF includes further guidance on making referrals.

## Active holding

An active holding response will be used where an FCS service provider is unable to refer or arrange services to meet a families' needs due to gaps or lack of availability in the service system.

Active holding involves the FCS service provider monitoring the family's circumstances and providing short-term case management and support to address immediate needs, including

practical support and home visits, and follow-up with service providers while suitable services are being arranged.

The CAF and FCS service types include further guidance on active holding practice.

### **Case follow up and feedback**

FCS service providers will follow up on the outcome of an outbound referral by contacting the referral agency and/or the family. FCS service providers will use their professional judgement to determine the most appropriate means to follow up and how best to obtain information about the outcome of a referral.

Case follow up will help ascertain if the referral appropriately met the family's need. A follow-up process may determine the need for the family to be reassessed or a different referral or service to be initiated.

### **Use of material aid / brokerage funding**

Material aid / brokerage is a component of the family capacity building service type. It can be used for families where presenting issues can be quickly addressed through practical assistance and where services and support are not otherwise available.

FCS service providers will use material aid / brokerage funds to ensure:

- the timely and effective engagement of families, and
- the management of presenting issues through the purchase of services or goods that address the immediate needs of a child or young person at risk of entering the statutory child protection system, where these services or goods are not otherwise available.

### **Case transition and closure**

FCS service providers work with families to ensure cases are closed and/or clients and families are transitioned appropriately to other services. Factors for consideration at transition include the achievement of case plan goals and the extent to which the family will benefit from a case being transferred or closed. A transfer to a different service will be completed only where both services and the family understand (and agree) on the benefit.

Families can exit the FCS service at any stage. Cases remain open and active until case plan goals are achieved or the case is transferred to an appropriate service provider and follow-up is completed.

If the family wishes to exit the program, but the FCS service provider considers there are current risks or concerns about a child or young person, the FCS service provider should complete the Mandatory Reporter Guide.

### **Identifying and responding to family violence**

FCS workers will be skilled in identifying and responding to family violence through trauma-informed and culturally safe service responses. Service provision aims to address the immediate needs of victim-survivors and their children and families. This includes understanding the nature and cycle of family violence and developing safety plans with victim-survivors and their families.

FCS workers will have sound knowledge of specialised family violence services and referral pathways within their local area and the capability to escalate high-risk cases through the appropriate means (i.e. police, Safety Action Meeting and ROSH reports).

Where possible and appropriate, FCS workers can also make referrals for perpetrators of violence to accredited behaviour change and other specialist programs.

### **FCS outreach in universal and community settings**

Providing outreach services by physically locating an FCS service provider within universal settings is an effective model of delivering FCS and supports the early identification of children and young

people in need. It also builds capacity within other services, helping staff to identify and respond to need earlier.

FCS identifies soft entry points within universal and community settings and provides outreach in partnership with other services (e.g. early childhood education provider, early childhood nurse or home school liaison officer).

The partnerships formed with universal services help to build knowledge and understanding across the service system, which strengthens referral pathways and enhances outcomes for families.

Family Connect and Support: evidence and program logics

|                                                                                                                                                                |                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div></div> <div><b>PROGRAM ACTIVITY</b><br/>Family Connect and Support</div> |                                                                                                                                                                                                                                                      |
| How do I develop my program logic?                                                                                                                             | <p>Service providers funded under the Family Connect and Support program activity are not required to develop an individual program logic for their service.<sup>12</sup></p> <p>See a program-wide program logic at <a href="#">Appendix A</a>.</p> |

<sup>12</sup> The FCS program activity differs from the other program activities as it is a specific and unique program model implemented uniformly across NSW. As such, FCS service providers are not required to develop an individualised program logic and can instead use the program-wide program logic.

## Program activity 3: Wellbeing and Safety



The Wellbeing and Safety program activity comprises services aimed at supporting children, young people and families with tailored support when they are in need.

Services focus on ensuring that individuals are supported to seek help and improve wellbeing, that parents are supported to develop positive parenting skills, increase their confidence and address underlying causes of negative parenting practices. This helps ensure families are supported to provide an environment for their children and young people that is safe, nurturing and fosters early learning and healthy childhood development (i.e. reducing risk of child abuse, neglect and family violence). Service providers need to adapt to the evolving needs of their clients and work in partnership with a range of services, including specialist services, possibly across sectors, to provide an effective response and positive outcomes.

Services in the Wellbeing and Safety program activity may have a focus on working specifically with children and families, or with young people, or both. The Wellbeing and Safety program activity is not restricted by program eligibility criteria. Rather, it is designed to be delivered flexibly in response to client needs.

Wellbeing and Safety providers may also work with victim-survivors of family violence and their children to help keep these families safe and strong. This may include:

- undertaking comprehensive assessment of strengths and needs, and safety planning
- identifying and working with children and young people as victims of family violence in their own right
- identifying and working in a family-led way towards holistic goals related to the safety, health, economic, education, community and cultural needs of all family members
- delivering a wraparound approach to case management that is therapeutic, trauma informed, and culturally safe and responsive
- providing specialised family violence referrals to address the needs of all family members.

|  <b>PROGRAM ACTIVITY</b><br>Wellbeing and Safety |                                 |
|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Service types                                                                                                                       |                                 |
| Counselling                                                                                                                         | Information / advice / referral |
| Education and skills training                                                                                                       | Mentoring / peer support        |
| Family capacity building                                                                                                            | Parenting programs              |
| Indigenous supported playgroups                                                                                                     | Specialist support              |
| Indigenous parenting programs                                                                                                       | Supported playgroups            |
| Youth individualised support                                                                                                        |                                 |

See [Appendix D](#) for more information on the CAFS service types.

## Wellbeing and Safety – evidence and program logics

The Wellbeing and Safety Program Logics incorporate evidence from the following evidence reviews:

- Wellbeing and Safety (Children and Families) Program Logic (from the Preventing Child Maltreatment Evidence Review)
- Wellbeing and Safety (Young People) Program Logic (from the Youth Socioemotional Wellbeing Evidence Review and the Youth Work – Agency and Empowerment Evidence Review).

|  <b>Providing Wellbeing and Safety services to:</b> | <b>How do I develop my program logic?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Children and families                                                                                                                | <p>Service providers funded under the Wellbeing and Safety program activity providing services to children and families will:</p> <ul style="list-style-type: none"> <li>• develop an individual program logic using the <u>Wellbeing and Safety (Children and Families) Program Logic</u>, and</li> <li>• identify which Preventing Child Maltreatment core components they are delivering (see detail about core components below) within their program logic.</li> </ul> |
| Young people                                                                                                                         | <p>Service providers funded under the Wellbeing and Safety program activity providing services to young people will develop an individual program logic using the <u>Wellbeing and Safety (Young People) Program Logic</u>.</p>                                                                                                                                                                                                                                             |
| Both children and families, and young people                                                                                         | <p>Service providers funded under the Wellbeing and Safety program activity providing services to both children and families and young people will develop individual program logics using:</p> <ul style="list-style-type: none"> <li>• <u>Wellbeing and Safety (Children and Families) Program Logic</u>, and</li> <li>• <u>Wellbeing and Safety (Young People) Program Logic</u>.</li> </ul>                                                                             |

## Wellbeing and Safety (children and families) – Preventing Child Maltreatment core components

Service providers funded in the Wellbeing and Safety program activity specifically working with children and families should use the core components from the Preventing Child Maltreatment Evidence Review in their service planning and delivery.

The Evidence Portal includes further information on the core components and the core components approach.

The Preventing Child Maltreatment Evidence Review identified the following five core components from evidence-informed programs:

- Engagement
- Case management
- Parental education, coaching and modelling
- Parental self-care and personal development
- Building supportive relationships and social networks.

These are recommended as standard components for effective delivery of child and family services working with families at risk of child abuse or neglect. To be effective in preventing child maltreatment, all five core components should be delivered to the child and their family.

As such, wherever possible, clients should have access to all five Preventing Child Maltreatment core components. To achieve this, service providers will deliver each core component or work in partnership with other service providers locally through coordinated referral pathways to ensure clients can access services that offer the other core components.

For example, supported playgroups deliver four of the five core components but are generally not expected to provide case management. A service provider may therefore need to build a referral pathway to a case management service for clients to access if appropriate, ensuring that clients have access to all five core components.

Service providers should look beyond the CAFS service system and into the broader early intervention network, when seeking out other agencies to partner with to deliver the core components. Partnerships and referral pathways to deliver the core components should be reflected in individual program logics.

A table of the Preventing Child Maltreatment core components matched to Wellbeing and Safety service types is available at [Appendix E](#). Service providers can use this resource to cross-reference their service types against the core components to identify which components they are delivering.

## Wellbeing and Safety (young people) – core components and best practice elements

Service providers in the Wellbeing and Safety program activity working with young people should consider the core components and best practice elements from the [Youth Socioemotional Wellbeing Evidence Review](#) and the [Youth Work – Agency and Empowerment Evidence Review](#). These are captured in the [Wellbeing and Safety \(Young People\) Program Logic](#).

The core components are:

- Self-concept, self-efficacy and confidence
- Mindfulness and self-regulation
- Prosocial skills and relationship building
- Building motivation and monitoring behavioural change
- Building knowledge and awareness for socioemotional wellbeing.

The four components of best practice in youth work are:

- **Connectivity:** development of programs and services that are long-term, sustainable and relationship based, birthed and sourced from within the community.
- **Strengths-based approach:** embracing notions of independence and autonomy among services for young people.
- **Capacity building:** ability to build capacity in terms of staff professional development, effective research, evaluation and information gathering and sharing, and leadership in the area of governance and management.
- **Contextual and systemic considerations:** consideration of macro contexts, including economic, political, social and cultural factors.

## Additional requirements when delivering parenting programs and supported playgroups

The CAFS program is working towards an [evidence-informed approach](#) to service delivery. This means that wherever possible CAFS service providers should use evidence to design, implement and improve programs and services. This can be research evidence, lived experience and client voice, and professional and practitioner expertise.

For service providers delivering parenting programs and supported playgroups, the CAFS program has identified



evidence to support the selection of programs and models for delivery. The CAFS program's evidence-informed approach also includes identifying and supporting emerging, locally designed and applied parenting programs and supported playgroup models. This acknowledges that not all parenting programs and supported playgroup models identified in the evidence are appropriate or meet the needs of all families accessing CAFS services.

The term 'locally applied' is used here to refer to parenting programs and supported playgroup models that are either:

1. A program or model designed locally by the CAFS service provider, or
2. An existing program or model, not listed in the Evidence-Informed Parenting Program List (available on the [DCJ website](#)) or [Supported Playgroup Rapid Evidence Scan](#), or
3. An adaptation of an existing program or model.

## Parenting programs

Parenting programs align with one of the Preventing Child Maltreatment core components: parental education, coaching and modelling.

When delivering parenting programs, service providers will select an evidence-informed program where possible. To help service providers find a suitable option, the CAFS program has a list of evidence-informed parenting programs (available on the [DCJ website](#)). Providers should review the evidence-informed list and select a program where it is suitable and relevant to their local context and client and community need.

If a provider considers a 'locally applied' program is more suitable in their local context, they can propose this option to their DCJ contract manager. They will need to complete a form (available on the [DCJ website](#)) to outline the proposed program and the rationale for selecting this instead of a program from the evidence-informed list.

Providers should also consider the location parenting programs are delivered, noting that social stigma remains a factor influencing some individuals from accessing these programs. Consider hosting the parenting program in a neutral location, rather than at the service provider's office. This should also be considered when delivering supported playgroups.

As with all CAFS services, parenting programs should be offered free of charge.

## Supported playgroups

Supported playgroups align with four of the [Preventing Child Maltreatment core components](#).

Supported playgroups involve engaging parents and caregivers to meet and learn new parenting and play skills in a positive environment. The CAFS program supports evidence-informed supported playgroup models identified through the [Supported Playgroup Rapid Evidence Scan](#). This scan provides a summary of the best available evidence on outcomes for children and families attending supported playgroups.

The scan identified the following supported playgroup models with the strongest evidence:

- Kids in Transition to School (KITS)
- smalltalk
- PEEP Learning Together Program (PEEP-LTP)
- Learn, Engage and Play (LEaP)
- Parent-Child Mother Goose.

The scan also examines elements of effective playgroup formats and identifies best practice principles. These should always be considered when planning the design and implementation of playgroups. The scan provides details of the models identified in the evidence.

Service providers delivering supported playgroups should aim to select one of the models from the scan. When selecting a supported playgroup model, providers should always consider the available evidence, local context, and client and community need.

If a service provider considers a 'locally applied' supported playgroup model more suitable in their local context, they can propose this option to their DCJ contract manager. In this case, a provider will need to complete a form (available on the [DCJ website](#)) to outline the proposed model (or adaptation), the rationale for why it is suited to the local context (instead of an evidence-informed model identified in the scan) and any evidence available to demonstrate its effectiveness.

Providers who select to deliver a 'locally applied' supported playgroup model must consider and seek to align their model with the [best practice principles](#) identified in the evidence scan and with the [Early Years Learning Framework](#) where possible and appropriate.

## Indigenous parenting programs

Indigenous parenting programs are a specific parenting program service type delivered by Aboriginal staff to Aboriginal parents or carers, or parents or carers of Aboriginal children. They provide support specifically targeted at understanding and strengthening parent-child relationships through education, knowledge or practical skill building for parents.

Service providers delivering Indigenous parenting programs are **not** required to select a parenting program from the evidence-informed parenting program list and are exempt from the assessment process for locally applied programs.

Indigenous parenting programs should be designed with community and practitioner expertise, with reference to the [Aboriginal-led Early Support Evidence Review](#).



## Indigenous supported playgroups

Indigenous supported playgroups are a specific supported playgroup service type delivered by Aboriginal staff to Aboriginal parents and carers, or parents and carers of Aboriginal children, to share experiences of parenting and learn new parenting skills while being supported by workers who coordinate the activities.

Service providers delivering Indigenous supported playgroups are **not** required to select a supported playgroup model from the [Supported Playgroup Rapid Evidence Scan](#) and are exempt from the assessment process for locally applied models.

Indigenous supported playgroup models should be locally designed with input from community and practitioner expertise. Indigenous supported playgroup models should also be designed to align with the [best practice principles](#) and [additional key elements of supported playgroups delivered to Aboriginal families](#) identified in the evidence scan and with the [Early Years Learning Framework](#) where possible and appropriate.

The [Aboriginal-led Early Support Programs Evidence Review](#) identified eight common themes among the highly rated evidence about Aboriginal-led early support programs designed for Aboriginal children, young people, families and communities. Service providers delivering Indigenous supported playgroups should consider these common themes when delivering services.

## Supported playgroups and parenting programs for Culturally and Linguistically Diverse communities

People from culturally and linguistically diverse communities can face a number of barriers to accessing services and may experience increased levels of social isolation. Supported playgroups and parenting programs may be especially beneficial for this group. When delivering parenting programs or supported playgroups to culturally and linguistically diverse communities, providers should consider using a culturally and linguistically diverse and/or bi-lingual facilitator from the same community and providing translated or adapted resources, where possible.

## 4 Evidence-informed services



### 4.1 The evidence base

In 2015, the Australian Research Alliance for Children and Youth (ARACY) in partnership with the NSW Government, released Better systems, better chances: A review of research and practice for prevention and early intervention. The report provided a strong evidence base for the CAFS program, including that protective and risk factors at individual, family and community levels are highly predictive of life outcomes, and effective prevention and early intervention can dramatically change life trajectories.<sup>13</sup>

The CAFS program has a growing evidence base. DCJ recognises the role of practitioners and local services in contributing to and building the early intervention evidence base through local design and innovation. As part of continuous service improvement, these Program Specifications outline how the program has evolved and been reshaped to use insights and evidence. They also provide guidance to service providers about how to use the available evidence in service design and delivery.

### 4.2 Evidence-informed approach

The CAFS program has an evidence-informed approach to design and practice. An evidence-informed approach uses three different types of evidence to inform service design and decision-making:

- Research evidence and data<sup>14</sup>
- Qualitative data such as lived experience, client voice and client feedback
- Practitioner expertise and local knowledge.

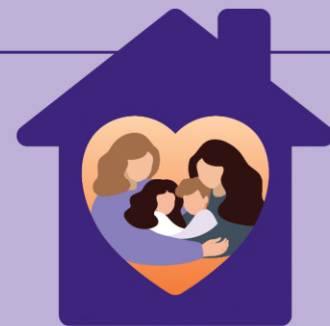
To support the sector to implement and engage with the research evidence, DCJ has:

- developed and published a number of evidence reviews with research partners
- developed a core components approach to preventing child maltreatment for the Wellbeing and Safety program activity
- commissioned the Targeted Earlier Intervention Evaluation and the Family Connect and Support Evaluation. Both evaluations were independently conducted.

The commissioned evidence is available on the DCJ Evidence Portal.

<sup>13</sup> Fox, S., Southwell, A., Stafford, N., Goodhue, R., Jackson, D. and Smith, C. (2015). Better systems, better chances: a review of research and practice for prevention and early intervention. Australian Research Alliance for Children and Youth (ARACY); Early Intervention Foundation. (2018). *Realising the potential of early intervention*. <https://www.eif.org.uk/report/realising-the-potential-of-early-intervention>

<sup>14</sup> DCJ notes that there are limitations associated with the accuracy of data and research evidence relevant to Aboriginal peoples. Further work is in progress to address these limitations.



## 5 Client outcomes frameworks

### 5.1 Client Outcomes

The NSW Human Services Outcome Framework focuses on outcomes across seven domains (safety, home, economic, health, education and skills, social and community, and empowerment) and provides a mechanism for monitoring and reporting progress on the outcomes of clients participating in government and non-government programs across NSW.

The CAFS program has developed a CAFS Program Client Outcomes Framework (**Appendix B**) to align with the NSW Human Services Outcomes Framework. The CAFS framework provides a roadmap for linking the CAFS program and any program activities to improved client outcomes. The framework articulates what the program (as a whole) aims to achieve for children, young people, families and communities in NSW.

The overarching CAFS program client outcome is achieving **safety and wellbeing at home**.

Service providers should aim to work towards one or more of the outcomes in the framework with the understanding that each of the client outcomes in the framework contributes to the program's overarching outcome.

To measure how each service provider is working towards these long-term outcomes, client information is recorded systematically through the Data Exchange (DEX). Specifically, short-term client outcome data will be collected through the Standard Client / Community Outcomes Reporting (SCORE) Framework. To support the standardised collection of outcomes, SCORE domains and related validated outcome measurement tools have been aligned with the overarching CAFS program client outcomes.

See **Appendix B** for the CAFS Program Client Outcomes Framework.

### 5.2 Outcomes for Aboriginal people

Outcomes for Aboriginal people in the CAFS program (**Appendix C**)<sup>15</sup> have been designed with ACCOs and Aboriginal staff in the CAFS program. These are additional client outcomes developed to reflect Aboriginal values, priorities and worldviews.

The Outcomes for Aboriginal people in the CAFS program are additional to the CAFS Program Client Outcomes Framework (**Appendix B**). Service providers working with Aboriginal people are still required to report CAFS program outcomes in DEX but are not required to report the *Outcomes for Aboriginal people in the CAFS program* (**Appendix C**) in DEX.

DCJ will continue to co-design with ACCOs and Aboriginal staff in the CAFS program to implement the outcomes for Aboriginal people.



<sup>15</sup> ©Yirra Miya. For more information on the meaning of Yirra Miya's cultural panel, visit our CAFS webpages on the DCJ website.

# 6 Service system outcomes and key program requirements



## 6.1 Service system outcomes

Improving the wellbeing of children, young people, families and communities requires a flexible and responsive service system able to respond quickly and effectively to emerging issues and challenges.

Seven service system outcomes have been developed to describe the outcomes that the CAFS program aims to achieve as a sector to improve client and community outcomes.

Organisations delivering the community sector coordination service type play a fundamental role in supporting the CAFS sector to deliver the service system outcomes. These organisations will be specifically contracted to deliver services aligned to the CAFS Service System Outcomes and are expected to demonstrate their contribution to achieving them through the Community Sector Coordination reporting tool.

The seven service system outcomes are:

|                 |                         |                                |               |         |                                      |                   |
|-----------------|-------------------------|--------------------------------|---------------|---------|--------------------------------------|-------------------|
|                 |                         |                                |               |         |                                      |                   |
| Strengths based | Flexible and responsive | Culturally safe and responsive | Collaborative | Capable | Person centred and community centred | Evidence informed |

Further detail on the CAFS Service System Outcomes is in [Appendix F](#).

## 6.2 Key program requirements

Aligned with the CAFS Service System Outcomes, there are seven key program requirements that all service providers must use in their service delivery. By meeting the key program requirements, service providers contribute to achieving the service system outcomes.

The seven key program requirements are:

1. Supporting the cultural safety and wellbeing of Aboriginal people
2. Supporting the cultural safety and wellbeing of culturally and linguistically diverse communities
3. Free and accessible services
4. Flexible timeframes
5. Effective engagement and assessment
6. Identifying and responding to family violence
7. Referral pathways and sector collaboration, including referrals to early years services and supports.

Each key program requirement is described below. First, the table shows the alignment between the service system outcomes and program requirements.

## Program requirement Corresponding service system outcomes

Supporting the cultural safety and wellbeing of Aboriginal people



Culturally safe and responsive



Capable



Person centred and community centred



Evidence informed

Supporting the cultural safety and wellbeing of culturally and linguistically diverse communities



Culturally safe and responsive



Capable



Person centred and community centred

Free and accessible



Flexible & responsive



Person centred and community centred

Flexible timeframes



Flexible & responsive



Person centred and community centred

Effective engagement and assessment



Strengths based



Flexible & responsive



Capable



Person centred and community centred



Evidence informed

Identifying and responding to family violence



Strengths based



Flexible & responsive



Collaborative



Person centred and community centred

Referral pathways and sector collaboration, including referrals to early years services and supports



Flexible & responsive



Collaborative

## 6.2.1 Supporting the cultural safety and wellbeing of Aboriginal people

DCJ acknowledges the suffering and trauma inflicted on Aboriginal children, young people and families through colonisation and forced assimilation practices. DCJ recognises the effects of this trauma, which continues to affect Aboriginal people today, and that Aboriginal children and families continue to be disproportionately affected by the statutory system.



A lack of cultural safety, racism and mistrust are barriers to accessing essential services. Supporting the wellbeing of Aboriginal children, young people, families and communities through the delivery of culturally safe and responsive services is critical to achieving positive outcomes for Aboriginal clients. CAFS services focus on healing and trauma-informed responses.

**Cultural safety** means ‘an environment which is spiritually, socially and emotionally safe, as well as physically safe for people; where there is no assault, challenge or denial of a person’s identity, of who they are and what they need’.<sup>16</sup>

Cultural safety and responsiveness is a key CAFS service system outcome. ACCOs are best placed to understand the cultural safety and wellbeing needs of their clients and communities. Given its importance, a separate program logic has been developed to reflect the requirements and responsibilities of non-ACCOs to apply cultural safety and wellbeing to service design and delivery.

The Cultural Safety and Wellbeing Program Logic is at [Appendix A](#).

This program logic is based on evidence from the [Cultural Safety and Wellbeing Evidence Review](#). Additional evidence is available in the [Aboriginal-led Early Support Programs Evidence Review](#).

The [Cultural Safety and Wellbeing Evidence Review](#) identified the six critical elements of cultural safety:

- **Recognising the importance of culture:** culturally safe service delivery begins with understanding the importance of connection and culture in the lives of Aboriginal peoples. Culture is integral to a sense of identity as the First Peoples of Australia, and being connected to culture, Country and kin is a protective factor for Aboriginal children, young people and families.
- **Self-determination:** the right to self-determination for Aboriginal peoples is affirmed in the United Nations Declaration on the Rights of Indigenous Peoples and endorsed by the Australian Government. Services should be co-designed with the local Aboriginal community to ensure their cultural knowledge, values and beliefs are embedded in service offerings, and that community support needs are addressed. Services should seek feedback from Aboriginal clients on their experience of receiving support and feelings of empowerment. This element is reinforced by the [Aboriginal-led Early Support Programs Evidence Review](#).
- **Workforce development:** culturally safe service delivery depends on a highly skilled and capable workforce. This includes recruiting, training and supporting more Aboriginal workers in the sector and providing education and training to non-Aboriginal workers so that they learn the history of Aboriginal people’s experiences, develop high levels of cultural awareness and know how to deliver culturally safe and effective services.
- **Whole of organisation approach:** cultural safety should be embedded into the organisation’s way of working and not be an add-on component of practice. This requires consideration of the policies and focus of the service, the physical location and environment, management and governance systems, human resources, and organisational processes such as data collection.

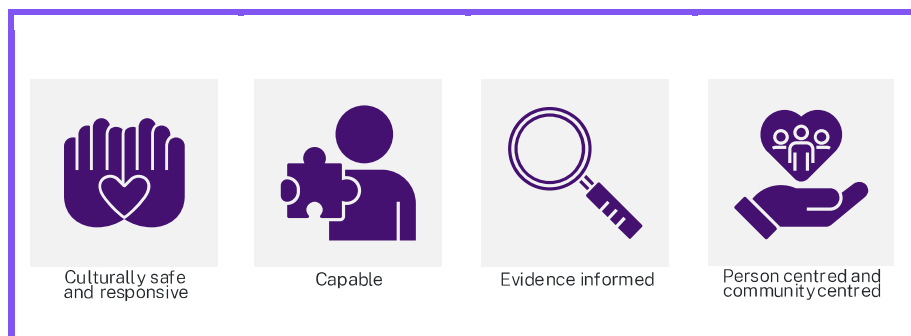
<sup>16</sup> Williams (1999), cited in Bin-Sallik, M. (2003). Cultural safety: Let’s name it! *The Australian Journal of Indigenous Education*, 32, 21–28.

- **Leadership and partnership:** organisational leaders are responsible for embedding cultural safety within organisational governance, strategic planning and program implementation, and for building long-term partnerships with Aboriginal communities and representatives. This includes building effective partnerships between the service and Aboriginal clients and communities.
- **Research, monitoring and evaluation:** research and ongoing monitoring and evaluation are foundational to culturally safe service delivery.

The Aboriginal-led Early Support Programs Evidence Review identified the following eight features of Aboriginal-led early support programs:

- Community designed or co-designed
- Community led
- Cultural safety
- Strengths-based, culture-affirming approaches
- Trauma informed and healing focused
- Holistic, wraparound components
- Collaboration and coordination with mainstream services
- Flexible delivery.

This program requirement aligns with the following service system outcomes:



### 6.2.1.1 Aboriginal Case Management Policy

Aligning CAFS service delivery to the Cultural Safety and Wellbeing Program Logic ([Appendix A](#)) and the eight features of the Aboriginal-led Early Support Programs Evidence Review is one of the ways the CAFS program is putting the Aboriginal Case Management Policy (ACMP) into practice. The ACMP aims to empower Aboriginal families and communities to participate in decision-making and keep children safe at home and connected to kin, community and Country.

### 6.2.1.2 What is expected of service providers?

All service providers, both ACCOs and non-ACCOs, should reflect the eight features of Aboriginal-led early support programs from the Aboriginal-led Early Support Programs Evidence Review in their service design and delivery when working with and delivering services to Aboriginal people and communities.

All CAFS non-ACCO service providers are expected to adopt the principles and practice elements of the Cultural Safety and Wellbeing Program Logic ([Appendix A](#)) in their service design and delivery.

DCJ contract managers and CAFS non-ACCO services will discuss progress during regular contract management meetings (at a minimum quarterly), and DCJ contract managers will be responsible for monitoring the progress of these providers (see also [section 7](#)).

## 6.2.2 Supporting the cultural safety and wellbeing of culturally and linguistically diverse communities

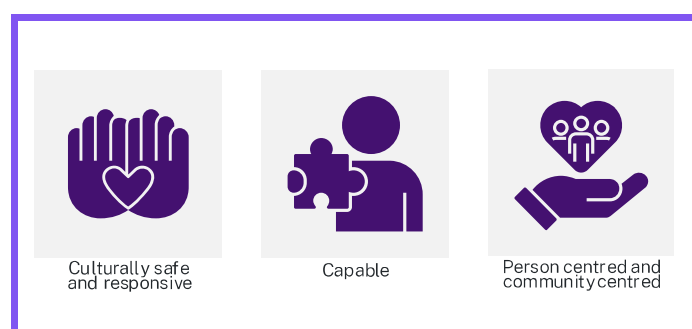
Supporting the wellbeing of CALD children, young people, families and communities through the delivery of culturally safe and responsive services is critical to achieving positive outcomes for clients.

Program data reported in DEX highlights the high proportion of children, young people and families from CALD communities in parts of NSW. It is critical that service providers design and deliver culturally safe services to support these communities.

A culturally safe and responsive service includes:

- being curious and respectful of children, young people and family's culture, race, nationality, beliefs and strengths and the different ways these influence parents/caregivers to raise children
- being genuine in seeking to understand how culture is lived, and how individuals are connected to family, community and culture
- recognising children, young people and their parents or carers may have mixed heritage and the influence this will have on their lived experience of culture
- recognising the tension that may exist for some people whose values and choices differ from the cultural norms, traditional practices, beliefs and values of their community
- developing a good working knowledge of local cultural community and multicultural services and seeking their expertise in service design and delivery
- developing knowledge of cultural norms around gender roles, parenting practices and the perceptions of child development
- acknowledging culture as a source of strength, protection and resilience for families when managing worries or risks
- recognising and being respectful of the different lived experiences and values of children, young people, families and communities, including the traumatic experiences associated with war, persecution, natural disasters and other reasons for displacement
- adapting communication to the context and dynamics of the families to enable culturally safe discussion about child development and child safety in an Australian context
- recognising the unique challenges associated with resettling in a new country
- supporting community-led strategies that provide culturally appropriate and accessible information about safety and wellbeing.

This program requirement aligns with the following service system outcomes:



### 6.2.3 Free and accessible services

CAFS services are available at no cost to the client. There are no eligibility criteria or need for a diagnosis to access CAFS services.<sup>17</sup>

The CAFS program is designed to be delivered flexibly in response to client needs. This includes delivering services to people on various visa types.

Service providers will ensure services are delivered in accessible locations and actively work to overcome barriers to client access. Potential barriers could include:

- logistical barriers (e.g. service locations and access to transport options)
- physical barriers (e.g. inaccessible buildings and facilities)
- language and cultural barriers
- psychological barriers.

It is important to consider the physical location and environment of service delivery, removing any potential stigma and ensuring the service is culturally safe for Aboriginal families.

Other examples of ways to increase accessibility include:<sup>18</sup>

- **providing services in central locations:** ensures activities are available to a large amount of people and close to public transport.
- **providing services in spaces clients already access or in everyday settings:** for example, the local GP or hospital. This removes the need for clients to find the service and reduces stigma.
- **providing safe and comfortable spaces for diverse client needs:** for example, quiet zones and sensory rooms, prayer rooms, accessible toilets.
- **providing child care:** enables people with caring responsibilities to participate in activities and receive the services they need.
- **providing transportation:** includes pick up and drop off for clients or providing a bus or carpool service. It could also include providing clients with vouchers for public transport and taxis.
- **offering services in multiple languages and translated resources:** enables clients who speak or read languages other than English to access the same resources. Practitioners who speak the same languages as clients can foster positive relationships.
- **providing services online (where possible and appropriate):** removes any geographical or transport barriers clients may face.

Clients should have information about the service or centre and what to expect before they access it. This will help address any concerns and encourage them to access it. Services should provide detailed information in their promotional materials and websites, such as accessibility features, opening hours, services and activities offered, staff languages spoken, complaint handling and client feedback processes, transport options and so on.

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<sup>17</sup> The Family Connect and Support (FCS) program has suitability criteria. See [section 3.3](#) for further information.

<sup>18</sup> Preventing Child Maltreatment Evidence Review Flexible Activity – [Removing Barriers to Participation \(DCJ Evidence Portal\)](#).

This requirement aligns with the following service system outcomes:



## 6.2.4 Flexible timeframes

There is no specific time limit on the duration a service provider in the Community Strengthening and Wellbeing and Safety program activities can work with a client (unless specifically negotiated in their contract). Services and supports are designed to focus on achieving the client's needs and goals and tailored to their needs and unique circumstances, rather than requiring them to fit into set timeframes.

Service providers should work with clients as long as required to achieve positive outcomes.

There is a timeframe for the FCS program activity: clients can receive FCS services for a maximum of six months. See [section 3.3](#) for further detail.

This program requirement aligns with the following service system outcomes:



## 6.2.5 Effective engagement and assessment

Effective engagement is fundamental to ensuring clients stay engaged with a service until they have achieved their goals or their needs have been met.

All service providers should engage clients using practices that emphasise listening and developing trust, breaking down participation barriers and delivering services flexibly to meet client needs.

Effective assessment supports the early identification of developmental concerns and vulnerabilities and facilitates access to targeted supports and services.

Engagement is one of the five core components from the [Preventing Child Maltreatment Evidence Review](#) (see [section 3.3](#)). As engagement is relevant to all CAFS program activities, service providers must use the core components evidence to inform their engagement practice. Further information on core components evidence is available on the [Evidence Portal](#).

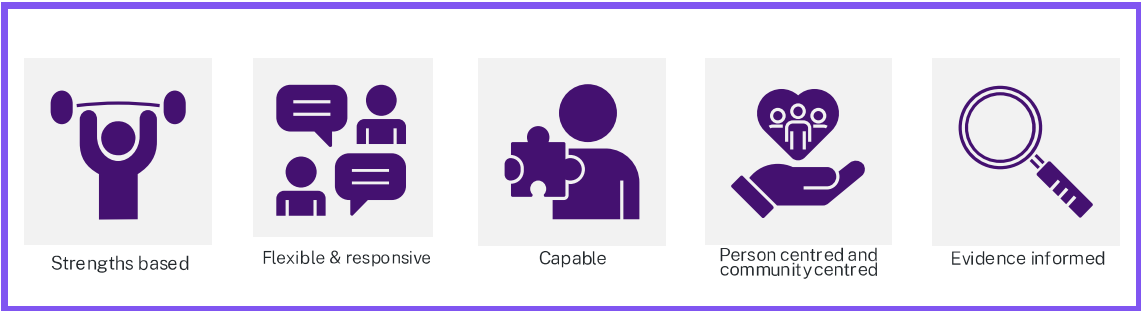
The [Common Assessment Tool \(CAT\)](#) has been designed for use by practitioners conducting comprehensive assessments with clients and families in the CAFS program. The CAT guides practitioners in holistic, strengths-based assessment of family strengths and needs based on all domains of a family's life, and also provides advice about engaging with families in respectful and safe ways – for example, when discussing family violence.

Where a comprehensive assessment is required, service providers should use the CAT or another suitable and culturally appropriate assessment tool, however use of the CAT is optional for service providers delivering Community Strengthening, and Wellbeing and Safety program activities. Use of

the CAT, though, is mandatory for service providers delivering the Family Connect and Support program activity.

Assessment tools used in CAFS can support practitioners to identify and respond to signs of family violence.

This requirement aligns with the following service system outcomes:



6.2.6 Identifying and responding to family violence

Family violence is prevalent in the community and impacts not only victim-survivors but also children and young people in their care. Victim-survivors and their children may access services from all CAFS program activities, noting that family violence may not be their main reason for seeking help. Service providers must understand the differing roles that they can play in supporting victim-survivors at individual, family and community levels. This may include keeping them safe from immediate harm and supporting their ongoing wellbeing and recovery. For example:

- Family capacity building can support safety planning and referrals to specialist services.
- Education and skills training can include activities that promote the development of respectful relationships and address unhealthy and harmful gender-based attitudes.

CAFS practitioners will maintain awareness and understanding of the nature and cycle of family violence, including coercive control. CAFS providers must ensure a sensitive approach to engaging and supporting victim-survivors and their children and use assessment tools to identify and respond to indicators of family violence.

CAFS services will have a sound working knowledge of specialised family violence services and referral pathways within their local area and nearby communities. Where possible and appropriate, CAFS services will make referrals for perpetrators of violence to accredited behaviour change and specialist programs. Where referrals are made, CAFS will work in partnership with perpetrator services and programs to support the safety and wellbeing of victims including as needed, using the provisions of Chapter 16A to share relevant information.

This requirement aligns with the following service system outcomes:



6.2.7 Referral pathways and sector collaboration

Clients may be referred to a CAFS service provider in a number of ways:

- Self-referral
- DCJ referral

- Community referral
- Child Wellbeing Unit referral
- Referral from other professionals or service providers.

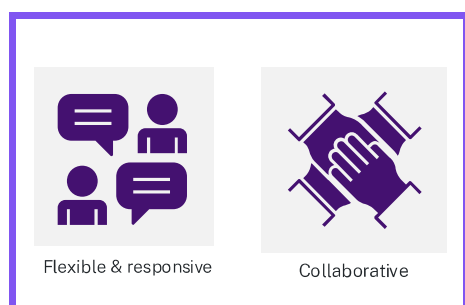
Children, young people and families are better supported in their local service system when there is strong collaboration between services. Providers should work closely and collaboratively with other child and family services (including those funded or provided by other NSW and Australian Government agencies), Child Wellbeing Units and more intensive, multidisciplinary and specialist services (including services working with perpetrators of family violence). This is to ensure families can access timely and culturally appropriate services and referrals at the right time to meet their needs.

Education, advocacy and capacity building are also key to the referral process. Service providers should build and maintain strong relationships with other local services, educate them about their service and upskill each other about local referral pathways.

Where appropriate, service providers are encouraged to attend and participate in various networking and information sharing events and groups to share information, build relationships and collaborate.

These formal and informal collaborative partnerships and activities will continuously improve supported referral pathways, connections and sector capacity building within the local community and service system.

This requirement aligns with the following service system outcomes:



### 6.2.7.1 Referrals to early years services and supports

Service providers in the CAFS program play an important role in addressing barriers and improving a child's access to early years services, such as early childhood education (ECE), health and development checks, and therapeutic and allied health services.

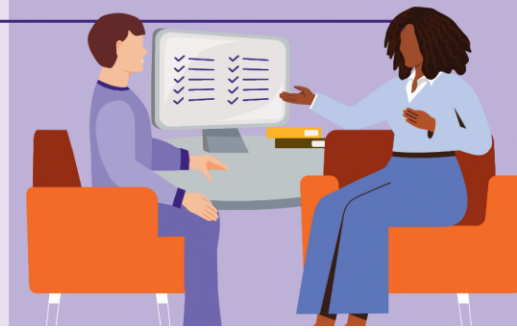
Research shows that children who attend ECE are significantly less likely to be developmentally vulnerable when they start school.<sup>19</sup> Children experiencing high levels of disadvantage face more barriers to accessing early childhood education and care and are therefore less likely to attend, despite being the most likely to benefit.<sup>20</sup> These children are also less likely to have access to health and development checks, missing the opportunity to identify and address health issues early.

Where appropriate, service providers should consider opportunities in their program design and delivery to support children's and families' access and participation in early years services such as ECE and their access to health and development checks. This includes identifying and removing barriers for children and families and working with local services including ECEs to develop and strengthen referral pathways. This will enable children to benefit from the educational, social and health benefits of early years services.

<sup>19</sup> Molloy, C., Quinn, P., Harrop, C., Perini, N., & Goldfeld, S. (2019). Restacking the odds – *Communication summary: Early childhood education and care: An evidence-based review of indicators to assess quality, quantity, and participation*.

<sup>20</sup> Government of South Australia. (2023). *Royal Commission into Early Childhood Education and Care Report*. [https://www.royalcommissionecec.sa.gov.au/\\_data/assets/pdf\\_file/0009/937332/RCECEC-Final-Report.pdf](https://www.royalcommissionecec.sa.gov.au/_data/assets/pdf_file/0009/937332/RCECEC-Final-Report.pdf)

## 7 Performance and outcome measures



DCJ funded programs must align to the NSW Human Services Outcomes Framework.

The NSW Human Services Outcomes Framework provides a way to understand and measure the extent to which DCJ makes a long-term positive difference to people's lives and enables us to build evidence of what works in improving wellbeing.

The NSW Human Services Outcomes Framework contains the following elements:

- Clearly defined desired outcomes for DCJ clients and populations.
- Evidence of the services and supports needed to achieve the desired outcomes.
- Data collection and analysis to report the extent to which those outcomes are being achieved.

Service providers should refer to the CAFS Program Client Outcomes Framework ([Appendix B](#)) and CAFS Program Logics ([Appendix A](#)), which identify specific client and system outcomes for the CAFS program.

Service providers will be contracted to achieve specific CAFS client outcomes for target groups. These outcomes will be measured in DEX.<sup>21</sup>

Organisations delivering the community sector coordination service type will be contracted to achieve CAFS Service System Outcomes, rather than client outcomes. These outcomes will be measured outside of DEX in the Community Sector Coordination reporting tool.

All service providers must align their service delivery with the CAFS Service System Outcomes and the program requirements. The Culturally safe and responsive service system outcome and corresponding program requirement Supporting the cultural safety and wellbeing of Aboriginal people will be monitored by DCJ contract managers during regular contract management meetings.

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<sup>21</sup> Service providers are not required to report on Outcomes for Aboriginal people in the CAFS program in DEX.



## 8 Reporting and data collection

### 8.1 Data Exchange (DEX)

All CAFS service providers must collect and report data through the Data Exchange (DEX) in accordance with The Data Exchange Protocols and Program specific guidance for Government of New South Wales programs. All service providers must participate in the DEX 'partnership approach', which includes reporting on an extended dataset and recording client and community outcomes through the Standard Client / Community Outcomes Reporting (SCORE).<sup>22</sup>

The main focus of the partnership approach is collecting information about the outcomes achieved by clients as a result of service delivery. The partnership approach also includes some extended data items that provide additional information about client demographics, needs and circumstances.

Service providers must have systems in place to meet data collection and reporting obligations.

Performance information such as client characteristics and service delivery must be collected by each service provider and reported into the DEX portal either directly, by system-to-system transfer or by bulk XML file upload.

The performance information reported through DEX includes:

- client identity characteristics (given and family names, date of birth, gender and residential address)
- client demographic characteristics (Indigenous status, cultural and linguistic diversity, and disability status, impairment or condition)
- service delivery information (outlets, cases, sessions)
- client or community/group outcomes data.

In the CAFS program, 'clients' are children, young people, families and communities and their data and outcomes are reported on DEX. CAFS service providers and their staff who receive services through the community sector coordination service type are not considered clients and should not be reported on DEX.

DEX has two standardised six-monthly performance reporting periods, from 1 July to 31 December and from 1 January to 30 June, with a 30-day close-off period after each. Data reporting is ongoing, but once the 'closing period' is complete, no further changes can be made to the data.

Information must be provided in accordance with the Data Exchange Protocols.

For more information about using DEX including resources and support visit the DCJ website.

#### 8.1.1 DCJ reporting requirements

Service providers can enter data at any time within a reporting period. DCJ requires providers to do so regularly and at least quarterly. Quarterly reporting allows for more effective and informed monitoring and improvement.

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<sup>22</sup> The community sector coordination service type does not need to be reported in DEX.

| Reporting system | Reporting period                  | Data entry frequency                                                                          |
|------------------|-----------------------------------|-----------------------------------------------------------------------------------------------|
| Data Exchange    | 1 January – 31 March each year    | Ongoing – all data to be entered or uploaded into system 30 days after each reporting period. |
| Data Exchange    | 1 April – 30 June each year       | Ongoing – all data to be entered or uploaded into system 30 days after each reporting period. |
| Data Exchange    | 1 July – 30 September each year   | Ongoing – all data to be entered or uploaded into system 30 days after each reporting period. |
| Data Exchange    | 1 October – 31 December each year | Ongoing – all data to be entered or uploaded into system 30 days after each reporting period. |

Service providers can transfer their data to DEX in one of three ways:

- system to system transfer
- bulk XML file upload
- direct manual entry into the DEX web-based portal.

Service providers can access their own set of reports in DEX which reflect the information they have submitted. Additional reports will be available to service providers as participants in the partnership approach.

## 8.1.2 Additional reporting requirements and information

- Service providers must ensure that adequate financial and operational records are kept and maintained during the term of their contract.
- Service providers must also comply with the data collection and reporting practices outlined in the [CAFS Data Collection and Reporting Guide](#).
- Services contracted to deliver the community sector coordination service type are not required to report on them in DEX. DCJ has developed a Community Sector Coordination reporting tool for organisations who deliver these activities.
- Further resources and guidance for accessing and using DEX can be found on the [DCJ website](#). This includes resources about using data in the CAFS program and setting up cases, sessions and clients in DEX.

## 8.2 Indigenous Data Governance

The CAFS program is committed to and has a focus on Indigenous Data Governance, consistent with Closing the Gap National Agreement priority reform four ‘Shared access to location specific data and information at a regional level’.



ACCOs in the CAFS program currently have access to **all** data collected and reported by their organisation and can access and share that data with their stakeholders and community at any time. CAFS program data at a state and local government area level are also currently publicly available through the [TEI](#) and [FCS](#) dashboards.

The aim is for Aboriginal CAFS service providers to:

- be engaged and lead in decision-making about data
- have the opportunity to give feedback that is valued and recognised by DCJ
- lead localised data development activities that are useful for community to enhance data collection
- generate genuine opportunity for greater authority to manage, govern and own data routinely collected

- build capability and expertise to collect, manage and store data effectively.

CAFS will continue to support and work with service providers to support Indigenous Data Governance that meets the needs of local communities. The CAFS program will support ACCOs to:

- engage with their local communities to identify local priorities for data collection and drive community-led initiatives that support self-determination through community decision-making
- have the resources to develop their own data collection and storage
- generate data sharing protocols that build on service provider capacity to advocate for the service systems their communities require (e.g. share of associated datasets)
- build technical capability to collect, analyse and report data
- use data to highlight strengths and capacity building perspectives as opposed to risks and gaps
- have the skills to understand the information in DEX reports, where CAFS program data supports local priorities and needs.

By empowering Aboriginal service providers to be custodians of their data, data will provide a more meaningful and accurate representation of the outcomes clients and communities achieve.

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## 8.3 Qualitative data reporting

Qualitative data collection is optional in the CAFS program and may be reported to DCJ contract managers outside DEX in a format that best suits the service provider, such as annual reports, photos, stories and discussions during meetings.

Qualitative data can be used to tell the story behind the data reported in DEX by providing important insights into clients' unique experiences and the impact of services. The CAFS program recognises the value of qualitative data gathered through client perspectives and feedback to inform an evidence-informed approach, and for designing and delivering effective services to meet client needs. Qualitative data such as narratives, case studies, storytelling and yarning circles are often the preferred way for Aboriginal people and communities to engage and demonstrate outcomes. Wherever possible, qualitative feedback should be linked to the CAFS Program Client Outcomes Framework ([Appendix B](#)) and the Outcomes for Aboriginal people in the CAFS program ([Appendix C](#)). This will help to demonstrate how lived experience and the impact of CAFS services support the quantitative data.

It is recommended that service providers only collect qualitative data if they:

- have somewhere safe to store the data (qualitative data cannot be stored in DEX)
- have the capacity and capability to analyse the data
- will use the data to better understand client needs and outcomes
- will use the data to improve service delivery and design.

Service providers should ensure their practices for collecting, using and disclosing clients' personal and health information complies with privacy legislation. Clause 18 of the Agreement for Funding of Services – Standard Terms includes service providers' obligation to comply with the following Acts and any codes of principles and practice issued under those Acts.

- *Privacy and Personal Information Protection Act 1998 NSW (PPIP Act)*
- *Health Records and Information Privacy Act 2002 (HRIP Act)*
- *Privacy Act 1988.*

The CAFS program will work to support qualitative data collection and reporting, particularly to ensure it is culturally safe and responsive.

## 8.4 Other reporting

### 8.4.1 Cultural safety and wellbeing reporting

Supporting the wellbeing of Aboriginal children, young people, families and communities is a central requirement of the CAFS program. Service providers must report on their progress to deliver culturally safe and responsive services.



DCJ contract managers and non-ACCOs will discuss examples of how service providers are using the principles of the Cultural Safety and Wellbeing Program Logic ([Appendix A](#)) and [Aboriginal-led Early Support Programs Evidence Review](#) in practice during regular contract management meetings, at a minimum quarterly.

See [section 6.2](#) for further detail.

### 8.4.2 Program logics

Service providers must have a program logic in place and review this annually with their DCJ contract manager. This will ensure that all program logics are an accurate representation of the service provider's activities, and reflective of the needs of the community. It is also recommended that service providers periodically review their program logic to ensure continuous quality improvement. Service providers must review their program logic at least annually and/or when there is a contract variation or when service delivery changes.

### 8.4.3 Community Sector Coordination reporting tool

The community sector coordination service type (under Community Strengthening) data is reported outside of DEX. DCJ has developed a Community Sector Coordination reporting tool for organisations who deliver these activities.

Reporting on the community sector coordination service type can happen at any time within the reporting periods, at least 6 monthly via your DCJ contract manager.

See the [CAFS Data Collection and Reporting Guide](#) for more information about reporting on the community sector coordination service type and the Community Sector Coordination reporting tool.

## 9 Notified policies



All service providers must be familiar with the following policies, legislation, guidelines and frameworks. This includes understanding the requirements and their obligations and responsibilities within them.

- [Legislation and policies](#)
- [Funded Contract and Management Framework](#)
- [NSW Interagency Guidelines](#)
- [NSW Practice Framework](#)
- [Child Safe Standards](#)
- [NSW Mandatory Reporter Guide](#)
- [Aboriginal Case Management Policy](#)

Further news, policies, resources, tools and other information for service providers contracted to deliver human services, can be found on the [DCJ website](#).

Policies change from time to time. Service providers must ensure that they are referencing the latest version.



## Appendix A: Program Logics

Please note: Each program logic should be read in conjunction with the CAFS Program Specifications.



### Cultural Safety and Wellbeing Program Logic<sup>23</sup>

| CURRENT SITUATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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| <p>Aboriginal and Torres Strait Islander children are overrepresented at multiple points along the child protection continuum.<sup>24</sup></p> <p>Aboriginal and Torres Strait Islander children are significantly overrepresented in Out-of-Home Care (OOHC).<sup>25</sup></p> <p>Aboriginal children make up 42% of children in OOHC but represent just 5.9% of the total child population in Australia.<sup>26</sup></p> <p>Under the National Agreement on Closing the Gap, there is a commitment from government to reduce the rate of overrepresentation of Aboriginal and Torres Strait Islander children in OOHC by 45% by 2031.<sup>27</sup></p> <p>If current conditions are maintained, it is projected that the number of Aboriginal children reported at risk of significant harm (ROSH) and the rate of Aboriginal children in OOHC per 1,000 population will continue to grow.<sup>28</sup></p> <p>Anecdotal evidence suggests that Aboriginal or Torres Strait Islander children entering OOHC have often not received</p> | <p>Gamarada Universal Indigenous Resources Pty Ltd and the Social Policy Research Centre conducted an evidence review to identify activities, practices or principles that ensure the cultural safety and wellbeing of Aboriginal children, young people, families and communities in early intervention services. This <u>Cultural Safety and Wellbeing Evidence Review</u>, conducted in 2021, identified <u>six critical elements</u> of culturally safe service delivery for the early support sector:</p> <p><b>1. Recognising the importance of culture</b></p> <p>Culture is integral to a sense of identity as the First Peoples of Australia, and being connected to culture is a protective factor for Aboriginal children, young people and families. This is why culturally safe service delivery begins with understanding the importance of culture in the lives of Aboriginal peoples.</p> <p><b>2. Self-determination</b></p> <p>Self-determination is a founding principle of cultural safety. The right to self-determination for Indigenous peoples is affirmed in the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) and endorsed by the Australian Government.</p> <p><b>3. Workforce Development</b></p> <p>Culturally safe service delivery is dependent upon a highly skilled and capable workforce. For practitioners working in child protection and early intervention, this requires both clinical and/or skill-based competence, as well as</p> | <p>The <u>six critical elements</u> described in the Cultural Safety and Wellbeing Evidence Review will help to ensure the delivery of culturally safe and responsive services for Aboriginal children, young people, families and communities, and may be implemented in different ways to account for the diversity of service providers, service offerings and clients.</p> <p>These critical elements can be tailored to the local needs of communities; the individual preferences of clients; and availability of service system resources (including referral pathways).</p> <p>Each critical element has flexible activities that describe different ways it can be implemented, as follows:</p> <p><b>1. Recognising the importance of culture</b></p> <p>Flexible activities:</p> <ul style="list-style-type: none"><li>Acknowledge Aboriginal and Torres Strait Islander peoples as the traditional owners of the lands and waters of Australia.</li><li>Mark organisational spaces and services as valuing First Nations cultures and welcoming to Aboriginal and Torres Strait Islander clients by displaying for example Aboriginal signage and artwork; incorporating Aboriginal history, language, stories and songs into services where appropriate.</li></ul> <p><b>2. Self-determination</b></p> <p>Flexible activities:</p> <ul style="list-style-type: none"><li>Cultural safety initiatives are directed and guided by Aboriginal and Torres Strait Islander practitioners and others with local cultural expertise and/or authority.</li><li>Co-design services with the local Aboriginal community to ensure that their cultural knowledge, values and beliefs are embedded in service offerings, and that community support needs are addressed.</li><li>Seek feedback from Aboriginal clients on their experience of receiving support and feelings of empowerment.</li></ul> <p><b>3. Workforce Development</b></p> <p>Flexible activities:</p> <ul style="list-style-type: none"><li>Recruit Aboriginal staff and volunteers and actively support them through ongoing training, mentoring and career progression strategies.</li></ul> |         | <p>Lack of cultural safety, racism and fear are the main barriers to accessing essential services.</p> <p>Supporting the wellbeing of Aboriginal children, young people, families and communities through the delivery of culturally safe services is critically important for achieving positive outcomes for clients.</p> <p>The delivery of all the following critical elements by service providers will help to achieve the delivery of culturally safe CAFS services for Aboriginal children, young people, families and communities:</p> <ol style="list-style-type: none"><li>Recognising the importance of culture</li><li>Self determination</li><li>Workforce development</li></ol> | <p><b>Cultural Safety and Wellbeing</b></p> <p>CAFS services are culturally safe and inclusive.</p> |

<sup>23</sup> Australian Government. (2020). *National Agreement on Closing the Gap*. <https://www.closingthegap.gov.au/national-agreement>

Davis, M. (2019). *Family is Culture: Independent review of Aboriginal children and young people in OOHC in NSW*. [https://www.familyisculture.nsw.gov.au/\\_data/assets/pdf\\_file/0011/726329/Family-Is-Culture-Review-Report.pdf](https://www.familyisculture.nsw.gov.au/_data/assets/pdf_file/0011/726329/Family-Is-Culture-Review-Report.pdf)

Department of Communities and Justice (DCJ). (2022). Aboriginal-led Data Sharing. Child Protection and Out of Home Care Dashboard. <https://dcj.nsw.gov.au/about-us/families-and-communities-statistics/aboriginal-led-data-sharing.html>

Liddle, C., Gray, P., Burton, J., Prideaux, C., Solomon, N., Cackett, J., Jones, M., Bhathal, A., Corrales, T., Parolini, A., Wu Tan, W., & Tilbury, C. (2021). *Family Matters Report 2021: Measuring trends to turn the tide on the over-representation of Aboriginal and Torres Strait Islander children in out-of-home care in Australia*. <https://www.snaicc.org.au/resources/family-matters-report-2021/>

<sup>24</sup> Department of Communities and Justice (DCJ). (2022). Aboriginal-led Data Sharing, Child protection and out of home care Dashboard.

<sup>25</sup> Ibid. Davis (2019). *Family is Culture*.

<sup>26</sup> Australian Institute of Health and Welfare. *Child protection Australia 2020–21*.

<sup>27</sup> Australian Government. (2020). *National Agreement on Closing the Gap*.

<sup>28</sup> Liddle et al. (2021). *Family Matters Report 2021*.

| CURRENT SITUATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | EVIDENCE                                                                                                                                                                                                                                                                                                                                                               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| <p>earlier interventions to keep them safely at home.<sup>29</sup></p> <p>Longitudinal research conducted by Dr B J Newton on the rate of restoration for Aboriginal children indicated that of the 1018 Aboriginal children in the study, 15.2% were restored, while around 40% of children entered OOHHC following just one (or no) substantiated ROSH reports.<sup>30</sup></p> <p>Barriers for Aboriginal and Torres Strait Islander people accessing support earlier include fear of child removal through seeking support.<sup>31</sup> To overcome this, culturally safe services are required to be delivered by early support service providers.</p> | <p>cultural competence. The literature indicates that this can be achieved through two key strategies:</p> <ul style="list-style-type: none"><li>Recruiting, training and supporting more Aboriginal workers in the sector;</li><li>Providing education and training to non-Aboriginal workers so that they learn the history of Aboriginal people's experiences with the welfare system; develop high levels of cultural awareness and appreciation; and know how to deliver culturally safe and effective services.</li></ul> <p><b>4. Whole of organisation approach</b></p> <p>Cultural safety is the responsibility of the whole organisation, not just of practitioners. As asserted in the recently released National Principles for Child Safe Organisations, applying cultural safety across all levels of the organisation is a way of addressing the racism and discrimination that still exists across the health and human service systems today, and that often leads to a reluctance on the part of Aboriginal people to seek help.</p> <p><b>5. Leadership and Partnership</b></p> <p>Organisational leaders are responsible for embedding cultural safety within organisational governance, strategic planning, and program implementation, and for building long-term partnerships with Aboriginal communities and representatives. Embedding cultural safety into all aspects of an organisation relies upon building effective partnerships between the service and Aboriginal clients and communities. Such partnerships ensure that program offerings can meet local community needs, and be informed by Aboriginal worldviews, as well as local expertise and knowledge.</p> <p><b>6. Research, monitoring and evaluation</b></p> <p>Research, and ongoing monitoring and evaluation is identified in a number of policy frameworks as foundational to culturally safe service delivery.</p> | <ul style="list-style-type: none"><li>Provide all staff with ongoing cultural safety training and reflection opportunities to provide them with the skills and knowledge required to engage safely and competently with Aboriginal children, families and communities.</li></ul> <p><b>4. Whole of organisation approach</b></p> <p>Flexible activities:</p> <ul style="list-style-type: none"><li>Conduct a cultural safety audit of organisation (governance, mission, management, staff, partnerships, service offerings/programs, information management/data collection) to identify any workplace deficiencies and/or gaps in services.</li><li>Respond to audit findings by developing and implementing cultural safety action plans to address identified issues.</li><li>Develop services that are known to be culturally safe and implement new services according to cultural safety guidelines.</li></ul> <p><b>5. Leadership and Partnership</b></p> <p>Flexible activities:</p> <ul style="list-style-type: none"><li>Organisational leaders make a commitment to improving the long-term outcomes of Aboriginal and Torres Strait Islander children, young people, families and communities through prioritising their participation in accessible, high-quality early support that is trauma informed and culturally safe and targeted to the specific needs of the client.</li><li>Organisational leaders commit to enhancing the cultural safety of clients and actively model cultural safety expectations and behaviours for all staff.</li><li>Recognise sectoral and organisational leaders of cultural safety and highlight their activities and share best-practice initiatives across the sector and organisation.</li><li>Organisational leaders to adequately fund investment and resourcing for cultural safety initiatives and related service improvements including ongoing staff training and reflection and conduct of a cultural safety audit.</li><li>Seek, establish and maintain meaningful partnerships with local Aboriginal and Torres Strait Islander communities to support ongoing communication and the provision of services that address local needs.</li></ul> <p><b>6. Research, monitoring and evaluation</b></p> <p>Flexible activities:</p> <ul style="list-style-type: none"><li>In consultation with Aboriginal staff and community representatives, co-design indicators of cultural safety for Aboriginal children and families accessing services, as well as mechanisms to collect data to assess if cultural safety outcomes are being achieved.</li><li>Undertake assessment activities or evaluations of staff cultural safety training programs to determine their effectiveness in increasing staff knowledge, changing attitudes, and ability to deliver culturally safe programs and care. This should be done on an ongoing basis. Support knowledge transfer and the development of evidence-based sectoral practice by sharing examples of organisational and program success within your organisation.</li></ul> |         | <p>4. Whole of organisation approach</p> <p>5. Leadership and partnership</p> <p>6. Research, monitoring and evaluation.</p> |                         |

<sup>29</sup> Davis (2019). *Family is Culture*.

<sup>30</sup> Newton, B.J., Katz, I., Gray, P., Frost, S., Gelaw, Y., Hu, N., Lingam, R., & Stephensen, J. (2024). Restoration from out-of-home care for Aboriginal children: Evidence from the pathways of care longitudinal study and experiences of parents and children. *Child Abuse and Neglect*, March, no. 149:106058. doi: 10.1016/j.chiabu.2023.106058. Epub 2023 Feb 10. PMID: 36775773.

<sup>31</sup> Davis (2019). *Family is Culture*.

Community Strengthening Program Logic

| CURRENT SITUATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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| <p>Target group is children, young people, families and communities in need, in particular:</p> <ul style="list-style-type: none"><li>Aboriginal children, young people, families and communities;</li><li>0–5 year olds;</li><li>Children and young people at risk of disengagement from school, family and community;</li><li>Young parents with known vulnerabilities or who are experiencing a number of hardships;</li><li>Children and young people affected by a mental health condition/s;</li><li>Children under 9 years of age with low level autism and/or developmental delay and low-to-moderate support needs.</li></ul> <p>Children, young people, families and communities may experience a number of challenges, which can be compounded by lack of support services and community infrastructure. Further, over the past few years, communities have been impacted by floods, bushfires, COVID-19 and cost of living increases.</p> <p>In 2021, the national percentage of children developmentally vulnerable in one or more domains increased from 21.7% in 2018 to 22.0% in 2021. The percentage of children who were developmentally vulnerable in two or more domains also increased from 11.0% in 2018 to 11.4% in 2021.<sup>32</sup></p> <p>Social isolation and loneliness are among many factors that can be detrimental to a person’s wellbeing. An increasing number of people aged 15–24, especially females, have reported experiencing loneliness since 2012. Social isolation has been increasing across all age groups for decades.<sup>33</sup></p> <p>Aboriginal and Torres Strait Islander people’s strong connection to family, land, language and culture forms the foundation for social, economic and individual wellbeing. This is integral to efforts to close the gap.<sup>34</sup></p> <p>A 2023 report mapping disadvantage in NSW estimates in 2021–22 there were more than 995,000 people in NSW living with significant economic disadvantage – below the poverty line. <sup>35</sup></p> <p>Other challenges include mental health, family violence, high unemployment rates and local government areas (LGAs) with low socio-economic ranking on the SEIFA index. <sup>36</sup></p> <p>If these issues are not addressed, disadvantage in communities is expected to become further entrenched. Children in these</p> | <p>Strong community wellbeing is critically important for helping children, young people and families thrive, especially when they are experiencing, or at risk of experiencing, vulnerability.</p> <p><u>Five critical elements</u> are common across the evidence that contribute to increased community wellbeing for vulnerable children, young people and families:</p> <ol style="list-style-type: none"><li><b>Inclusive and genuine co-design and partnership:</b> building authentic partnerships with community that work towards community ownership while also ensuring that the diverse voices of the community are represented.</li><li><b>Leveraging strengths and building capacity:</b> initiatives that are both strengths based and actively building community capacity.</li><li><b>Creating safe and effective spaces:</b> spaces that are safe and accessible to everyone to allow for the effective engagement of diverse community members.</li><li><b>Intersectional and safe approaches:</b> incorporating an understanding of how the different aspects of a person's identity (e.g. gender, ethnicity, disability) can expose them to overlapping and intersecting forms of discrimination and marginalisation to allow for the delivery of a more integrated, safe and holistic suite of services.</li><li><b>A whole system approach:</b> interventions that are part of a whole system approach that interconnects multiple community cohorts and agencies.</li></ol> <p><u>(DCJ Evidence Portal: Community Strengthening Evidence Review).</u></p> | <p>The Community Strengthening program activity encompasses activities aimed at facilitating greater community cohesion, inclusion and wellbeing, and empowerment of Aboriginal communities.</p> <p>Community Strengthening activities seek to maximise social engagement, as well as provide social supports to ensure greater opportunities for both individuals and families within the community, as well as the community as a whole, through:</p> <ul style="list-style-type: none"><li>Advocacy and support</li><li>Community engagement</li><li>Community sector coordination</li><li>Education and skills training</li><li>Facilitating employment pathways</li><li>Information, advice and referral</li><li>Indigenous advocacy/support</li><li>Indigenous community engagement</li><li>Indigenous healing activities</li><li>Social participation</li></ul> | <p>As per contracted deliverables</p> | <p>The evidence shows that the following critical elements have a positive impact on community wellbeing outcomes:</p> <ol style="list-style-type: none"><li>Inclusive and genuine codesign and partnership</li><li>Leveraging strengths and building capacity</li><li>Creating safe and effective spaces</li><li>Intersectional and safe approaches</li><li>A whole system approach.</li></ol> <p>Community wellbeing is a collective sense of belonging, participation, trust, and access to resources and services that allow individuals and their communities to flourish and fulfil their potential.</p> <p>Community can be critically important for helping children, young people and families thrive, especially when they are experiencing, or at risk of experiencing, vulnerability. To thrive, children and young people need protective factors such as relationships with supportive adults, safe environments and places to play, and high-quality social, emotional and educational learning experiences.</p> <p>The presence of more than one protective factor can reduce risks to a child’s development and life outcomes. By focusing on community wellbeing, services can help achieve positive outcomes for children, young people and families by</p> | <p><b>Social and Community</b></p> <ul style="list-style-type: none"><li>Increased inclusion and participation in community</li><li>Increased sense of belonging to their community</li><li>Increase in formal and informal networks</li></ul> <p><b>Empowerment</b></p> <ul style="list-style-type: none"><li>Increased client reported self-determination</li><li>Families and carers are empowered and confident to understand and meet their child’s development needs</li></ul> <p><b>Education and Skills</b></p> <ul style="list-style-type: none"><li>Increased school attendance and achievement</li><li>Reduced number of children starting school developmentally vulnerable in one, or two or more Australian Early Development Census domains</li></ul> <p><b>Economic</b></p> <ul style="list-style-type: none"><li>Sustained participation in employment</li></ul> <p><b>Safety</b></p> <ul style="list-style-type: none"><li>Reduced risk of entry into the child protection system</li></ul> <p><b>Health</b></p> <ul style="list-style-type: none"><li>Improved health and development of children and young people</li><li>Improved parental health</li></ul> <p><b>Home</b></p> <ul style="list-style-type: none"><li>Sustained safe and stable housing</li></ul> |

<sup>32</sup> Australian Early Development Census. (2022). *Findings from the AEDC*. <https://www.aedc.gov.au/early-childhood/findings-from-the-aedc>

<sup>33</sup> Australian Institute of Health and Welfare. (2023). *Australia’s welfare 2023 data insights*, catalogue number AUS 246. <https://www.aihw.gov.au/reports/australias-welfare/australias-welfare-2023-data-insights/contents/social-isolation-loneliness-and-wellbeing>

<sup>34</sup> National Indigenous Australians Agency. *Culture*. <https://www.niaa.gov.au/our-work/culture-and-empowering-communities>

<sup>35</sup> NSW Council of Social Services. (2023). *Mapping economic disadvantage in New South Wales*. <https://www.ncoss.org.au/policy-advocacy/policy-research-publications/mapping-economic-disadvantage-in-nsw/>

<sup>36</sup> Australian Bureau of Statistics. (2023). *Socio-economic indexes for areas (SEIFA)*. <https://www.abs.gov.au/statistics/people/people-and-communities/socio-economic-indexes-areas-seifa-australia/latest-release>

| CURRENT SITUATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | EVIDENCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ACTIVITIES AND SERVICES | OUTPUTS | THEORY OF CHANGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CLIENT OUTCOMES                                                                                                                                                                                                                                                                                        |
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| <p>families are likely to be negatively impacted which may result in poor developmental, educational and social outcomes.</p> <p>Community development has positive outcomes for children, young people and families. This includes increasing:</p> <ul style="list-style-type: none"><li>parenting skills;</li><li>parental confidence;</li><li>self-awareness and confidence;</li><li>visits to health professionals and other services;</li><li>knowledge and understanding of money management;</li><li>employment;</li><li>re-engagement with education.<sup>37</sup></li></ul> <p>Community development has also been shown to decrease:</p> <ul style="list-style-type: none"><li>injury and suicide rates;</li><li>low literacy levels;</li><li>alcohol related hospitalisation;</li><li>crime rates.<sup>38</sup></li></ul> <p><b>Family violence</b></p> <p>In addition to providing support and resources to families impacted by family violence, Community Strengthening service providers have a role in the prevention of family violence by addressing the known root causes and drivers (e.g. patriarchal norms, sexist and violence-supportive peers, masculine attitudes, and violence-supportive settings and contexts). Community mobilisation and strengthening are a key technique in prevention of family violence.</p> <p><b>Community-led approaches:</b></p> <ul style="list-style-type: none"><li>enhance community knowledge and understandings of the prevalence, drivers and different forms of family violence;</li><li>foster a shared commitment to ending family violence including through increased connection between community members who already support gender equality.<sup>39</sup></li></ul> <p>The NSW Government primary prevention strategy (for the prevention of domestic, family and sexual violence) has three key priorities:</p> <ul style="list-style-type: none"><li>progressing prevention action in priority settings: local communities; schools, and early childhood education and care; workplaces; and sports clubs and organisations;</li><li>supporting Aboriginal-led primary prevention;</li><li>building centralised supports and the evidence base.<sup>40</sup></li></ul> | <p>The <u>5<sup>th</sup> critical element</u> also provides evidence supporting the community sector coordination service type.</p> <p>A summary of elements of best practice in youth work include:</p> <ul style="list-style-type: none"><li>connectivity: development of programs and services that are long term, sustainable and relationship based, birthed and sourced from within the community.</li><li>strengths-based approach: embracing notions of independence and autonomy among services for young people.</li><li>capacity building: ability to build capacity in terms of staff professional development, effective research, evaluation and information gathering and sharing, and leadership in the area of governance and management.</li><li>contextual and systemic considerations: consideration of macro-contexts including economic, political and social and cultural factors.</li></ul> <p>(DCJ Evidence Portal: <u>Agency and Empowerment Evidence Review</u>).</p> |                         |         | <p>reducing risk factors and increasing protective factors within the community.</p> <p>Community engagement and development approaches occurring as a relational process at a local level are effective at improving outcomes for children, young people, families and communities.</p> <p><b>Community sector coordination</b></p> <p>System level initiatives that promote comprehensive, protective and preventative service delivery support are key to achieving enduring change.</p> | <p><b>Service System Outcomes<sup>41</sup></b></p> <ul style="list-style-type: none"><li>Strengths based</li><li>Flexible and responsive</li><li>Culturally safe and responsive</li><li>Capable</li><li>Collaborative</li><li>Person centred and community centred</li><li>Evidence informed</li></ul> |

<sup>37</sup> Snijder, M. (2017). *Maldahnalanga: Integrating rigorous research and community participation in Aboriginal community-based research* (PhD thesis). NDARC. University of New South Wales.

<sup>38</sup> Ibid.

<sup>39</sup> Australia’s National Research Organisation for Women’s Safety. (2024). *Lessons from implementing community-based primary prevention: An evaluation of White Ribbon Australia’s ‘Engaging communities in sexual violence primary prevention’ project: Key findings* [Fact sheet]. ANROWS

<sup>40</sup> <https://dcj.nsw.gov.au/documents/service-providers/supporting-family-domestic-sexual-violence-services/pathways-to-prevention-nsw-dfsv-primary-prevention-strategy-2024-to-2028.pdf>

<sup>41</sup> All organisations delivering the community sector coordination service type will align with the CAFS Service System Outcomes.

Family Connect and Support (FCS) Program Logic

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| <p>The number of Child Protection Helpline reports continues to rise and less than one-third of children reported at Risk of Significant Harm (ROSH) receive a face-to-face assessment.<sup>42</sup></p> <p>Reviews of the NSW child protection system between 2008 and 2019 consistently highlight that there is inadequate investment in early intervention services to support families to address their complex needs and vulnerabilities to prevent contact with statutory child protection and entries into OOHC.<sup>43</sup></p> <p>Target group: children, young people, families and communities in need, in particular:</p> <ul style="list-style-type: none"><li>Aboriginal children, young people &amp; their families;</li><li>Children aged 0–5 years;</li><li>Children and young people at risk of disengagement from school, family and community;</li><li>Young parents with known vulnerabilities or who are experiencing a number of hardships;</li><li>Children and young people affected by a mental health condition/s;</li><li>Children under 9 years of age with low level autism and/or developmental delay and low-to-moderate support needs.</li></ul> <p>The NSW Government and Australian Government have committed to reduce overrepresentation and increase access to early intervention for Aboriginal families<sup>44</sup>. In addition, families with vulnerable young children 0–5 and young people affected by a mental health condition have been identified as priority populations.<sup>45</sup></p> <p>Families have needs that cross government silos (e.g. economic, health, housing, education, safety) and attempts to coordinate services across agencies have failed to improve their outcomes.<sup>46</sup> The current service system is complex and difficult to navigate, with inconsistencies in service provision and entry points across geographic locations. This makes it difficult for families to access the supports available to them.<sup>47</sup></p> | <p>Available evidence on effective and targeted early intervention can significantly impact the developmental outcomes, and in turn, life trajectories of children, families and communities.</p> <p>Research shows that enablers of success and specific service features of interventions include soft entry points; flexible approaches that respond to individual needs; strengths-based approaches; and community-driven and culturally appropriate design.<sup>48</sup></p> <p>Consultations with the child and family sector, in the FCS redesign process, highlighted the effectiveness of identifying, engaging and referring families to services before their situation escalates.</p> <p>The FCS model builds upon the strengths of the longstanding NSW Family Referral Services, implemented as part of the Keep Them Safe Reforms. These strengths include:</p> <ul style="list-style-type: none"><li>Information and advice to help families navigate the service system</li><li>Warm referrals</li><li>Brokerage funds</li><li>Assertive outreach.</li></ul> <p>The core component ‘Engagement’ is critical to preventing child abuse and neglect<sup>49</sup>. Engagement activities include building trust and being flexible in delivery to meet the needs of clients.</p> <p>How services engage with families is crucial to ensuring parents/caregivers participate and remain in a program. In the case of FCS, families’ support needs are met and they are effectively engaged and connected with the appropriate services through warm referrals.</p> | <p><b>Proactive outreach</b></p> <ul style="list-style-type: none"><li>Outreach into universal settings, home visits and cold calling to better reach families.</li><li>Anyone who presents to FCS will be provided with support if they are not already engaged with the statutory child protection system.</li></ul> <p><b>Holistic assessment</b></p> <ul style="list-style-type: none"><li>Timely needs and strengths-based assessment.</li><li>Whole-of-family lens, trauma informed and culturally safe.</li></ul> <p><b>Timely and warm referrals</b></p> <ul style="list-style-type: none"><li>Intake and referral gateway into local services and supports, with support to navigate the system.</li><li>Culturally appropriate information and referrals.</li><li>Advocating for client access to services, arranging services and introducing clients to the referral agency.</li><li>Active outbound contact with families and/or outbound agencies to learn if family’s needs have been met/whether further support is required.</li></ul> <p><b>Active holding and flexible brokerage</b></p> <ul style="list-style-type: none"><li>Check ins and support to families, including practical supports and use of brokerage, home visits, follow up with services – until a suitable service can be accessed.</li><li>Brokerage funding where presenting issues can be quickly</li></ul> | As per contracted service deliverables | Through early access to service and support, families can build their own capabilities to meet their goals and safely care for their children. This is achieved by increasing a family's knowledge of services and supports that may help their ability to engage in appropriate services, leading to increased empowerment and family functioning. | <ul style="list-style-type: none"><li>Families engage with Family Connect and Support</li><li>Families identify their needs, through assessment considering the 7 NSW Human Services Outcomes Framework domains (social and community, economic, education and skills, safety, home, health, and empowerment) and the additional FCS outcome domain ‘family relationships’</li><li>Families are provided with culturally appropriate service information and referrals</li></ul> <p><b>Empowerment</b></p> <ul style="list-style-type: none"><li>Families have increased knowledge of the services and supports available to them</li><li>Families have improved resourcefulness to meet their needs</li><li>Families are empowered to engage with services which support their needs</li><li>Families feel heard, understood and respected when engaging with FCS</li><li>Families and carers are empowered and confident to understand and meet their child’s development needs</li></ul> <p><b>Safety</b></p> <ul style="list-style-type: none"><li>Children are safe within their families</li><li>Reduced risk of entry into the child protection system</li></ul> |

<sup>42</sup> Wood, Hon. J. AO QC. (2008). Report of the Special Commission of Inquiry into Child Protection Services in NSW; Tune, D. AO PSM. (2016). *Independent review of out of home care in New South Wales*; Donnelly, Hon. G. MLC. (2017). *Inquiry into child protection in NSW*; Davis (2019). *Family is Culture*.

<sup>43</sup> Ibid.

<sup>44</sup> National Indigenous Australians Agency. (2020). *Closing the Gap Report*; Department of Family and Community Services. (2018). *Aboriginal Outcomes Strategy 2017–2021*.

<sup>45</sup> Stronger Communities Investment Unit. (2018). *Forecasting Future Outcomes*. <https://www.nsw.gov.au/sites/default/files/2023-01/Forecasting%20Future%20Outcomes%20Report%202018.pdf>

<sup>46</sup> Tune (2016). *Independent review of out of home care in New South Wales*.

<sup>47</sup> Their Futures Matter. (2018). *Access Systems Redesign: Evidence Review*. State of NSW.

<sup>48</sup> Ibid.

<sup>49</sup> Department of Communities and Justice (DCJ). (2022). *Preventing child maltreatment: Evidence review*. <https://evidenceportal.dcj.nsw.gov.au/evidence-portal-home/our-evidence-reviews/preventing-child-maltreatment.html>

| CURRENT SITUATION | EVIDENCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ACTIVITIES AND SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | OUTPUTS | THEORY OF CHANGE | CLIENT OUTCOMES                                                                                                                                                                                                              |
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|                   | <p>Evidence shows ‘Engagement’ is most effective when practitioners also:</p> <ul style="list-style-type: none"><li>• Build a positive relationship with families by fostering a trusting and caring partnership built on empathy respect and open communication, and</li><li>• Actively work with families to overcome barriers to their participation<sup>50</sup>.</li></ul> <p>Engagement is important in ensuring families who require it receive case management; parental education, coaching and modelling; parental self-care and personal development; and building supportive relationships and social networks.<sup>51</sup> In FCS, this may involve referring clients to services that provide these.</p> | <p>addressed through practical assistance.</p> <p><b>Family-led decision making</b></p> <ul style="list-style-type: none"><li>• Meetings with families are strengths based and encourage family decision-making and responsibility about the services with which they engage.</li><li>• Informal supports within the family as well as formal supports are identified and engaged in partnership with the family.</li><li>• Referral to a formal family group conference.</li></ul> <p><b>Whole-of-family case coordination and planning</b></p> <ul style="list-style-type: none"><li>• Dedicated case coordination and a single point of contact for the family.</li><li>• Individualised, single case plan that can move with the family.</li><li>• Case conferencing meetings with the family’s service providers to facilitate coordination of service provision.</li></ul> |         |                  | <p><b>Health</b></p> <ul style="list-style-type: none"><li>• Families, children and young people’s mental health and wellbeing are improved</li><li>• Improved health and development of children and young people</li></ul> |

<sup>50</sup> Ibid.

<sup>51</sup> Ibid.

Wellbeing and Safety (Children and Families) Program Logic

| CURRENT SITUATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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| <p>Target group: children, young people, families and communities in need, in particular:</p> <ul style="list-style-type: none"><li>Aboriginal children, young people, families and communities;</li><li>0–5 year olds;</li><li>children and young people at risk of disengagement from school, family and community;</li><li>young parents with known vulnerabilities or who are experiencing a number of hardships;</li><li>Children and young people affected by a mental health condition/s;</li><li>Children under 9 years of age with low level autism and/or developmental delay and low-to-moderate support needs.</li></ul> <p>Child abuse and neglect is associated with a variety of adverse outcomes in both the short and long term. It can affect all domains of child development – physical, psychological, emotional, behavioural and social. It also has enduring impacts that can lead to poorer outcomes later in life (e.g. in educational attainment, health and employment).</p> <p>The 2024 Australian Early Development Census (AEDC) demonstrated that 1 in 5 children in NSW were not developmentally on track in at least one of five domains — physical health and wellbeing, social competence, emotional maturity, language and cognitive skills (school-based), and communication skills and general knowledge, and about 1 in 10 were vulnerable in two or more areas. These developmental disparities have profound consequences, with children experiencing poor early development, earning approximately 25% less than their peers throughout their lifetime.<sup>52</sup></p> <p>AEDC data also reveals a widening gap in developmental outcomes for Aboriginal children. This higher prevalence of developmental concerns coupled with disproportionate access to services creates a ‘life-long negative cycle’ that contributes to socio-economic disadvantage.<sup>53</sup></p> | <p>Children need safe and supportive families to thrive and do their best when their parents are supported early to give them the best start in life and promote optimal child development.<sup>65</sup></p> <p>Five core components are common across evidence-based programs that prevent child abuse and neglect, and improve parenting knowledge, skills and behaviours:</p> <p><b>1. Engagement</b></p> <p>How services engage with families is crucial to contributing positive outcomes to ensure parents/caregivers participate and remain in a program until they have achieved their goals.</p> <p><b>2. Case management</b></p> <p>This includes providing wraparound and coordinated support and conducting referrals and case conferencing when necessary to meet the needs of families. It also includes facilitating family-driven goal setting and planning to ensure families have a say about the support they receive.</p> <p><b>3. Parental education, coaching and modelling</b></p> <p>This ensures parents have the skills and knowledge to meet their children’s needs and is crucial to behaviour change that can prevent child abuse and neglect. The focus of this education should be tailored to the family. It may include practical advice about routines or typical infant and child behaviour. It may also include resolving family conflict or practicing positive parenting behaviour. In the context of family violence, this may also include activities that support victim-survivors to restore their confidence in parenting, within safe, respectful spaces.</p> <p><b>4. Parental self-care and personal development</b></p> <p>Ensuring that parents/caregivers have their mental health, physical and personal needs met is very important. Parents may be unable to meet the needs of their children if they are struggling with their own issues. Identifying issues parents may face and working with them to address those issues can improve their</p> | <p>The following five core components focus on reducing risk factors and enhancing protective factors for children, young people and families at risk of child abuse and neglect (including family violence).</p> <p>The core components can also be applied when working with parents and carers to meet their child/ren’s early learning and development needs.</p> <p>These components can be tailored to the local needs of communities; the individual preferences of clients; and availability of service system resources (including referral pathways and service partnerships/collaborative practice). Each core component has flexible activities that describe different ways it can be implemented.</p> <p>In delivering the core components, services should also reflect how they could address the unique needs of children, young people, families and communities experiencing or at risk of family violence by:</p> <ul style="list-style-type: none"><li>undertaking comprehensive assessment of strengths and needs, and safety planning;</li><li>identifying and working with children and young people as victims of family violence in their own right;</li><li>identifying and working in a family-led way towards holistic goals related to safety, health, economic, education, community, and cultural needs of all family members;</li><li>delivering a wraparound approach to case management that is therapeutic, trauma informed, and culturally safe and responsive; and</li><li>providing specialised family violence referrals to address the needs of all family members.</li></ul> | <p>As per contracted service deliverables</p> | <ul style="list-style-type: none"><li>Reducing risk factors and enhancing protective factors associated with child abuse and neglect (including family violence), ensures children and young people are safe and families thrive.</li><li>Wraparound and coordinated supports assist parents to develop positive parenting skills and address underlying causes of negative parenting practices.</li><li>If parents and carers are supported to identify and understand their child’s needs early, they can more confidently and effectively respond to, and support their child’s learning and development.</li><li>If parents and carers are supported to build their capacity, they are more likely to develop sustainable caregiving strategies that can be adapted as children grow and their needs evolve.</li><li>Timely early intervention supports during a child’s early years can break cycles of disadvantage, unlock developmental potential, and improve long term outcomes.</li><li>If more children and young people at risk of family violence are identified and supported early, this will reduce the risk of significant harm and the long-term negative outcomes of family violence and exposure to family violence. Further, fewer children and young people are likely to experience or perpetrate family violence in adulthood, helping to interrupt intergenerational cycles of family violence.</li></ul> <p><b>Engagement</b></p> <p>How services engage with families is crucial to ensuring they participate, and remain in a program, until they have achieved their goals. Building safety and</p> | <p><b>Safety</b></p> <ul style="list-style-type: none"><li>Reduced risk of entry into the child protection system</li><li>Increased safety from family violence and (longer term) reduced rates of family violence</li></ul> <p><b>Social and Community</b></p> <ul style="list-style-type: none"><li>Increased inclusion and participation in community</li><li>Increased sense of belonging to their community</li><li>Increased client connection to supportive relationships</li></ul> <p><b>Empowerment</b></p> <ul style="list-style-type: none"><li>Increased client reported self-determination</li><li>Families and carers are empowered and confident to understand and meet their child’s needs</li></ul> <p><b>Education and Skills</b></p> <ul style="list-style-type: none"><li>Increased school attendance and achievement</li><li>Reduced number of children starting school developmentally vulnerable in one, or two or more Australian Early Development Census domains</li></ul> <p><b>Economic</b></p> <ul style="list-style-type: none"><li>Sustained participation in employment</li></ul> |

<sup>52</sup> William Teager, Stacey Fox and Neil Stafford, How Australia can invest early and return more: A new look at the \$15b cost and opportunity. Early Intervention Foundation, The Front Project and CoLab at the Telethon Kids Institute, Australia, 2019.

<sup>53</sup> Bennett B, McDonald J, Knight J, Comino E, Henry R. Assessing development of urban Aboriginal infants. J Paediatric Child Health. 2010; 46 (7–8):384– 91

<sup>65</sup> Australian Institute of Family Studies. (2020). *Ensuring all children get the best start in life: A population approach to early intervention and prevention*, <https://aifs.gov.au/cfca/2020/10/20/ensuring-all-children-get-best-start-life-population-approach-early-intervention-and>

| CURRENT SITUATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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| <p><b>Family violence</b></p> <p>Family violence is one of the most common issues presenting in child protection notifications in Australia.<sup>54</sup> Children and young people who experience family violence, including by witnessing or exposure, are victim-survivors in their own right.<sup>55</sup> The presence of family violence makes a child more likely to experience physical and sexual abuse and all forms of neglect.<sup>56</sup></p> <p>A study found that young people who had witnessed abuse between family members and had been subjected to targeted abuse were more than 9 times likely to use violence in the home than those who had not experienced any child abuse.<sup>57</sup></p> <p>Children and adolescents who experience negative parenting practices, neglect or abuse are more likely to:</p> <ul style="list-style-type: none"><li>• suffer externalising problems, including aggression and engaging in crime and delinquency<sup>58</sup></li><li>• exhibit low self-esteem, deficits in social competency and have difficulty forming relationships with peers<sup>59</sup></li><li>• suffer internalising problems such as anxiety, depression, withdrawal, and post-traumatic stress disorder<sup>60</sup></li><li>• engage in substance abuse, self-harm, and suicidal ideation<sup>61</sup></li><li>• experience cognitive delays and learning difficulties and long-term deficits in educational achievement</li></ul> | <p>capacity to build a loving and caring home environment and positive relationship with their children.</p> <p><b>5. Building supportive relationships and social networks</b></p> <p>Parents need supportive and positive relationships with family and friends. This provides parents with someone they can go to for advice or respite when they need it. It also ensures that children have a number of adults with their best interests at heart.</p> <p>(DCJ Evidence Portal: Preventing Child Maltreatment Evidence Review)</p> <p>Additionally, these five core components also contribute to outcomes of improved: family functioning; use of support services by parents; parent relationships and social support; parental mental health and reductions in parent substance use; family violence; and child medical care and reduced hospitalisations.</p> <p>There is emerging evidence suggesting that therapeutic programs in response to family violence that work conjointly with the mother and children are promising. Therapeutic responses can include individual counselling, group work and mother-child interventions, with the aim of strengthening parent-child attachment relationships through play-based or counselling-based therapy.<sup>66</sup></p> <p>Advocacy/case management interventions that have strong linkages with communities, and are community focused, have been found to have significant effects on mental health outcomes</p> | <p>The core components are:</p> <p><b>1. Engagement</b></p> <p>Flexible activities:</p> <ul style="list-style-type: none"><li>• <u>Build a positive relationship</u></li><li>• <u>Remove barriers to participation</u></li></ul> <p>(Service Types: All)</p> <p><b>2. Case Management</b></p> <p>Flexible activities:</p> <ul style="list-style-type: none"><li>• <u>Wrap around and coordinated support</u></li><li>• <u>Service utilisation and referrals</u></li><li>• <u>Family driven goal setting and planning</u></li><li>• <u>Case conferencing</u></li></ul> <p>(Service Types: Family Capacity Building)</p> <p><b>3. Parenting education, coaching and modelling</b></p> <p>Flexible activities:</p> <ul style="list-style-type: none"><li>• <u>Family problem solving</u></li><li>• <u>Newborn and infant care</u></li><li>• <u>Prenatal care</u></li><li>• <u>Positive parenting practices</u></li><li>• <u>Child health and safety</u></li></ul> <p>(Service Types: Education and skills training; Family capacity building; Indigenous parenting programs; Indigenous supported playgroups;</p> |         | <p>trust and being flexible in delivery to meet client needs is critical.</p> <p>Working actively with families to overcome barriers to participation ensures families continue to receive the support they need.</p> <p><b>Case Management</b></p> <p>Understanding and addressing the needs of families is crucial to improving outcomes, including providing material, emotional and practical support to parents/caregivers, particularly those in crisis or chaotic environments. Flexibility (differing levels of intensity and for short or long periods of time) of support is critical.</p> <p>Family-led decision making and planning ensures their needs and goals are at the centre of service delivery and supports self-determination.</p> <p>Developing a holistic plan to support the family can ensure they are provided with multiple and integrated supports for all family members.</p> <p><b>Parenting education, coaching and modelling</b></p> <p>Parenting education, coaching and modelling ensures parents/caregivers have the skills and knowledge to meet their children’s needs, including practical advice about routines or typical infant and child behaviour, and resolving family conflict or practicing positive parenting behaviours.</p> | <p><b>Health</b></p> <ul style="list-style-type: none"><li>• Improved health and development of children and young people</li><li>• Improved parental health</li><li>• Improved client personal wellbeing</li></ul> <p><b>Home</b></p> <ul style="list-style-type: none"><li>• Sustained safe and stable housing</li></ul> |

<sup>54</sup> The Australian Research Alliance for Children and Youth (ARACY). (2015). *Better systems, better chances: A review of research and practice for prevention and early intervention*. <https://www.aracy.org.au/resources/better-systems-better-chances/>

<sup>55</sup> Department of Communities and Justice (DCJ). (2022). *NSW Domestic and Family Violence Plan 2022–2027*. <https://www.indigenousjustice.gov.au/wp-content/uploads/mp/files/resources/files/nsw-domestic-and-family-violence-plan-2022-2027.pdf>

<sup>56</sup> Australian Institute of Health and Welfare. (2022). *Australia’s children*. <https://www.aihw.gov.au/reports/children-youth/australias-children>

<sup>57</sup> Fitz-Gibbon, K., Meyer, S., Maher, J., & Roberts, S. (2022). *Adolescent family violence in Australia: A national study of prevalence, history of childhood victimisation and impacts*, Research report 15/2022, ANROWS. <https://www.anrows.org.au/publication/adolescent-family-violence-in-australia-a-national-study-of-prevalence-history-of-childhood-victimisation-and-impacts>

<sup>58</sup> Leeb, R. T., Lewis, T., & Zolotor, A. J. (2011). A review of the physical and mental health consequences of child abuse and neglect and implications for practice. *American Journal of Lifestyle Medicine*, 5(5), 454–468; Maas, C., Herrenkohl, T. I., & Sousa, C. (2008). Review of research on child maltreatment and violence in youth. *Trauma Violence Abuse*, 9, 56–67; Sternberg, K. J., Lamb, M. E., Guterman, E., & Abbott, C. B., 2006, ‘Effects of early and later family violence on children’s behaviors problems and depression: A longitudinal, multi-informant perspective. *Child Abuse & Neglect*, 30, 283–306; Mersky, J. P., Topitzes, J., & Reynolds, A. J. (2011). Unsafe at any age: Linking childhood and adolescent maltreatment to delinquency and crime. *Journal of Research in Crime and Delinquency*, 49(2), 296–318.

<sup>59</sup> Sanders, M., & Pidgeon, A. (2011). The role of parenting programmes in the prevention of child maltreatment. *Australian Psychologist*, 46(4), 199–209.

<sup>60</sup> Widom, C. S., Dumont, K. A., & Czaja, S. J. (2007). A prospective investigation of major depressive disorder and comorbidity in abused and neglected children grown up. *Archives of General Psychiatry*, 64, 49–56.

<sup>61</sup> Widom, C. S., White, H. R., Czaja, S. J., & Marmorstein, N. R. (2007). Long-term effects of child abuse and neglect on alcohol use and excessive drinking in middle adulthood. *Journal of Studies on Alcohol and Drugs*, 68, 317–326; Yates, T. M., Carlson, E. A., & Egeland, B. (2008). A prospective study of child maltreatment and self-injurious behaviour in a community sample. *Developmental Psychopathology*, 20, 651–671; Afifi, T. O., Enns, M. W., Cox, B. J., Asmundson, G., Stein, M., & Sareen, J. (2008). Population attributable fractions of psychiatric disorders and suicide ideation and attempts associated with adverse childhood experiences. *American Journal of Public Health*, 98, 946–952.

<sup>66</sup> Australian Institute of Family Studies. (2015). *Children’s exposure to domestic and family violence*. <https://aifs.gov.au/resources/policy-and-practice-papers/childrens-exposure-domestic-and-family-violence>.

| CURRENT SITUATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | EVIDENCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ACTIVITIES AND SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | OUTPUTS | THEORY OF CHANGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | CLIENT OUTCOMES |
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| <p>There is great need for early intervention strategies that focus on reducing risk factors and enhancing protective factors associated with child abuse and neglect.<sup>62</sup></p> <p>Parents need wraparound and coordinated supports that not only support them to develop positive parenting skills but address the underlying causes of negative parenting practices.<sup>63</sup> This requires flexible and local responsive systems that can respond early and effectively to issues and challenges.<sup>64</sup></p> | <p>and access to resources for family violence survivors.<sup>67</sup></p> <p>A qualitative study commissioned by ANROWS into Aboriginal and Torres Strait Islander healing programs for family violence found what works in healing programs that respond to family violence is ‘understanding trauma in the context of the family and the community, understanding the impacts of colonisation and intergenerational trauma, understanding people as more than just people who either use or experience violence, delivering programs in safe and familiar places, working in strengths-based and healing-informed ways, engaging thoughtfully with all parties, focusing on prevention, and keeping families together.’ The study also found that programs should be conceived and led by Aboriginal and Torres Strait Islander people and that trauma-aware practice was described as ‘taking the whole family and wider community into consideration, and accounting for current, recent, past and intergenerational trauma.’<sup>68</sup></p> | <p>Parenting programs; Supported playgroups)</p> <p><b>4. <u>Parental self-care and personal development</u></b></p> <p>Flexible activities:</p> <ul style="list-style-type: none"><li>• <u>Building confidence and self-sufficiency</u></li><li>• <u>Life skills development and education</u></li><li>• <u>Address parental risk factors</u></li><li>• <u>Counselling</u></li><li>• <u>Support to cope with stress</u></li><li>• <u>Anger management</u></li></ul> <p>(Service Types: Counselling; Family capacity building; Indigenous supported playgroups; Supported playgroups; Specialist support)</p> <p><b>5. <u>Building supportive relationships and social networks</u></b></p> <p>Flexible activities:</p> <ul style="list-style-type: none"><li>• <u>Multifamily recreation activities</u></li><li>• <u>Involve family and friends</u></li><li>• <u>Strengthen parent relationships</u></li><li>• <u>Improve parents’ informal support</u></li></ul> <p>(Service Types: Family capacity building; Indigenous parenting programs; Indigenous supported playgroups; Mentoring/peer support; Parenting programs; Supported playgroups)</p> |         | <p>Supporting parents to positively interact and engage with their children fosters the social, emotional and cognitive development of the child. It can also ensure parents understand how to appropriately discipline their children, mitigating the risk of child abuse.</p> <p><b>Parental self-care and personal development</b></p> <p>Ensuring that parents/caregivers have their mental health, physical and personal needs met is critical to ensuring they can meet the needs of their children.</p> <p>Addressing parental risk factors can ensure parents are in the best place possible to care for their children and keep them safe. It can also ensure parents have the capacity to develop their parenting skills and meaningful engage with supports that are provided.</p> <p>In the context of family violence this may also include ensuring the victim’s safety needs are met and activities that support victim-survivors to restore their confidence in parenting, within safe and respectful spaces.</p> <p><b>Building supportive relationships and social networks</b></p> <p>Supportive relationships between parents/caregivers and their families ensure that children have a number of adults with their best interest at heart. Supportive relationships also enable parents/caregivers to seek advice and respite from others when needed.</p> <p>Holistic case management that recognises the impact of family violence on the whole family unit, including the extended family and kinship network, and supports this network on the pathway to healing, helps facilitate long-term positive outcomes including safety from family violence.</p> |                 |

<sup>62</sup> Leeb et al. (2011); Boden, J. M., Horwood, L. J., & Fergusson, D. M. (2007). Exposure to childhood sexual and physical abuse and subsequent educational achievement outcomes. *Child Abuse & Neglect*, 31, 1101–1114

<sup>63</sup> Sanders & Pidgeon (2011).

<sup>64</sup> Fox et al. (2015). *Better Systems, Better Chances*.

<sup>67</sup> Ogbe, E., Harmon, S., Van den Bergh, R., & Degomme, O. (2020). A systematic review of intimate partner violence interventions focused on improving social support and/ mental health outcomes of survivors. *PLoS ONE*, 15(6): e0235177. <https://doi.org/10.1371/journal.pone.0235177>

<sup>68</sup> ANROWS. (2024). *What works? A qualitative exploration of Aboriginal and Torres Strait Islander healing programs that respond to family violence*.

Wellbeing and Safety (Young People) Program Logic

| CURRENT SITUATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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| <p>Target group: young people aged 10 – 24 transitioning from childhood to adulthood, particularly those facing disadvantage, including:</p> <ul style="list-style-type: none"><li>Aboriginal children, young people, families and communities;</li><li>Children and young people at risk of disengagement from school, family and community;</li><li>Young parents with known vulnerabilities or who are experiencing a number of hardships;</li><li>Children and young people affected by a mental health condition/s.</li></ul> <p>Particularly vulnerable groups include people living regionally, Aboriginal children, families or communities, LGBTIQ+ people, people living with disability and/or people from culturally and linguistically diverse communities, including migrants and refugees.</p> <p>Young people are at the life stage where they experience significant physical, emotional, psychological, cognitive and social changes. They may also face a range of challenges including increased poverty and housing insecurity, homelessness, disengagement from education and an increase in mental health issues, and cost of living increases.</p> <p><b>Family Violence</b></p> <p>Family violence is one of the most common issues presenting in child protection notifications in Australia.<sup>69</sup> Children and young people who experience family violence, including by witnessing or exposure, are victim-survivors in their own right.<sup>70</sup> The presence of family violence makes a child or young person more likely to experience physical and sexual abuse and all forms of neglect.<sup>71</sup></p> <p>A study found that young people who had witnessed abuse between family members</p> | <p>Socioemotional wellbeing is essential for our overall health and wellbeing. Socioemotional wellbeing is a state of wellbeing that encompasses personality traits and skills that characterise a person’s relationships in a social environment.</p> <p>Programs that seek to improve socioemotional wellbeing build behavioural and emotional strengths and the ability to adapt and deal with daily challenges and respond positively to adversity while leading a fulfilling life.<sup>80</sup></p> <p>Young people who are socioemotionally well and competent have been found to:</p> <ul style="list-style-type: none"><li>communicate well,</li><li>have healthy relationships,</li><li>be confident,</li><li>perform better at school,</li><li>take on and persist with challenging tasks, and</li><li>be resilient against life stressors.<sup>81</sup></li></ul> <p>Five core components are common across evidence-based programs that foster socioemotional wellbeing in young people aged 10–24:</p> <ul style="list-style-type: none"><li>self-concept, self-efficacy and confidence</li><li>mindfulness and self-regulation</li><li>prosocial skills and relationship building</li><li>building motivation and monitoring behavioural change</li><li>building knowledge and awareness for socioemotional wellbeing.</li></ul> <p>(DCJ Evidence Portal: <a href="#">Youth Socioemotional Wellbeing Evidence Review</a>)</p> <p>Authentic relationships built on trust and mutual respect form the foundation of good youth work practice, together with having an ecological focus, encouraging personal agency, and fostering alternative possibilities.</p> <p>Many youth work interventions directly or indirectly foster empowerment and agency in</p> | <p>The following <u>five core components</u> are essential to fostering socioemotional wellbeing outcomes for young people aged 10–24.</p> <p>These components can be tailored to the local needs of communities, the individual preferences of clients, and availability of service system resources (including referral pathways). Each core component has <u>flexible activities</u> that describe different ways it can be implemented.</p> <p>Core components should reflect how service providers can address the unique needs of children, young people, families and communities experiencing or at risk of family violence by:</p> <ul style="list-style-type: none"><li>undertaking comprehensive assessment of strengths and needs, and safety planning;</li><li>identifying and working with children and young people as victims of family violence in their own right;</li><li>identifying and working in a family-led way towards holistic goals related to safety, health, economic, education, community, and cultural needs of all family members;</li><li>delivering a wraparound approach to case management that is therapeutic, trauma informed, and culturally safe and responsive; and</li><li>providing specialised family violence referrals to address the needs of all family members.</li></ul> | <p>As per contracted service deliverables</p> | <p>Young people who are socioemotionally well and competent have been found to:</p> <ul style="list-style-type: none"><li>communicate well</li><li>have healthy relationships</li><li>be confident</li><li>perform better at school</li><li>take on and persist with challenging tasks; and</li><li>be resilient against life stressors.<sup>86</sup></li></ul> <p>Early identification and support of young people at risk of family violence, are at a reduced risk of significant harm and long-term negative outcomes of family violence and exposure to family violence, and less likely to experience or perpetrate family violence in adulthood, helping to interrupt intergenerational cycles of family violence. A wraparound approach that is therapeutic, trauma informed and culturally safe is important in delivering these objectives.</p> <p><b>Self-concept, self-efficacy and confidence</b></p> <p>Building self-awareness and skills critical to dealing with difficult situations, embracing connection to self and culture, and fostering autonomy and independence is critical for young peoples’ self-concept, self-efficacy and confidence.</p> <p><b>Mindfulness and self-regulation</b></p> <p>Honing body awareness and strategies for calming the body, managing emotions and relieving stress is critical for young peoples’ mindfulness and self-regulation.</p> <p><b>Prosocial skills and relationship-building</b></p> <p>Building the social skills required to positively interact with peers and community members through fostering communication and engaged learning with others. Peer learning and support activities where young people learn with their peers. Engagement with community and skill-building critical to</p> | <p><b>Empowerment</b></p> <ul style="list-style-type: none"><li>Increased client reported self-determination</li></ul> <p><b>Social and Community</b></p> <ul style="list-style-type: none"><li>Increased inclusion and participation in community</li><li>Increased sense of belonging to their community</li></ul> <p><b>Education and Skills</b></p> <ul style="list-style-type: none"><li>Increased school attendance and achievement</li></ul> <p><b>Economic</b></p> <ul style="list-style-type: none"><li>Sustained participation in employment</li></ul> <p><b>Safety</b></p> <ul style="list-style-type: none"><li>Reduced risk of entry into the child protection and justice systems</li><li>Increased safety from family violence and (longer term) reduced rates of family violence</li></ul> <p><b>Health</b></p> <ul style="list-style-type: none"><li>Improved health and development of children and young people</li><li>Improved parental health</li><li>Improved client personal wellbeing</li></ul> |

<sup>69</sup> Fox et al. (2015). *Better Systems, Better Chances*.

<sup>70</sup> DCJ (2022). *NSW Domestic and Family Violence Plan 2022–2027*.

<sup>71</sup> Australian Institute of Health and Welfare. (2022). *Australia’s children*. <https://www.aihw.gov.au/reports/children-youth/australias-children>

<sup>80</sup> Australian Institute of Health and Welfare. (2012). *Social and emotional wellbeing: Development of a Children’s Headline Indicator*. Cat. no. PHE 158.

<sup>81</sup> Ibid.

<sup>86</sup> Australian Institute of Health and Welfare. (2012). *Social and emotional wellbeing: Development of a Children’s Headline Indicator*. Cat. no. PHE 158

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| <p>and had been subjected to targeted abuse were more than 9 times likely to use violence in the home than those who had not experienced any child abuse.<sup>72</sup></p> <p>Exposure to family violence as well as a form of harm in itself, significantly limits the ability of young people to navigate and manage the life stage changes they are experiencing.<sup>73</sup></p> <p><b>Mental health</b></p> <p>In the period 2020–22, 38.8% of young people aged 16–24 experienced a mental disorder that lasted for 12 months or more.<sup>74</sup> Young people aged 16–24 are more likely to have a substance use disorder than other age groups.<sup>75</sup></p> <p>Young people have the highest rates of hospitalisation for intentional self-harm. In 2021–22, the rate for young people aged 15–19 was 389 hospitalisations per 100,000 population, the highest of all age groups.<sup>76</sup></p> <p>Suicide is the leading cause of death for Australians aged 15–24. In 2022, deaths by suicide represented 30.9% of all deaths in young people aged 15–17 years and 32.4% of all deaths in those aged 18–24 years.<sup>77</sup></p> <p><b>School engagement and attendance</b></p> <p>Disengagement from school can negatively impact young people’s educational and employment outcomes in the future.</p> <p>In 2021, approximately one in twelve secondary school students were suspended, with 32,547 short suspensions and 12,505 long suspensions issued.<sup>78</sup></p> <p><b>Interactions with the justice system</b></p> <p>Young people are more likely to have interactions with the criminal justice system than adults.<sup>79</sup></p> <p>The social, educational, emotional, health and safety risks affecting young people make</p> | <p>young people. Rights-based approaches, and recognition of the need to give primacy to youth voice and participation in decision making are critical to empowering young people and safeguarding their rights.</p> <p>A summary of elements of best practice in youth work include:</p> <ul style="list-style-type: none"><li>connectivity: development of programs and services that are long term, sustainable and relationship based, birthed and sourced from within the community</li><li>strengths-based approach: embracing notions of independence and autonomy among services for young people</li><li>capacity building: ability to build capacity in terms of staff professional development, effective research, evaluation and information gathering and sharing, and leadership in the area of governance and management</li><li>contextual and systemic considerations: consideration of macro-contexts including economic, political and social and cultural factors.</li></ul> <p>(DCJ Evidence Portal: Youth Work – Agency &amp; Empowerment Evidence Review)</p> <p>Culture is key when working with people whose culture is different from one’s own. In practice, this requires the development of self-awareness and the ability to reflect upon one’s own culture, beliefs and values. Youth work practitioners are strongly encouraged to learn about the cultures of the people they work with and about the communities where they live and practice.</p> <p>Every young person has different needs, goals, and desires and those may or may not relate to their cultural identity. However, there are some cultural differences that youth workers and youth work organisations should be mindful of when working with Aboriginal young people. In Western cultures, individual rights are held in high regard, however in</p> | <p>The core components are:</p> <p><b>Self-concept, self-efficacy and confidence</b></p> <p>Self-concept, self-efficacy<sup>85</sup> and confidence is achieved through positive self-identity, body image, cultural connectedness and identity.</p> <p><b>Mindfulness and self-regulation</b></p> <p>This provides strategies to enable self-regulation, stress management and emotional regulation.</p> <p><b>Prosocial skills and relationship building</b></p> <p>Build social skills required to positively interact with peers and community members through fostering communication and engaged learning with others.</p> <p><b>Building motivation and monitoring behavioural change</b></p> <p>Motivate behavioural change or attitude and monitor and document behavioural changes over time.</p> <p><b>Building knowledge and awareness for socioemotional wellbeing</b></p> <p>Structured or unstructured learning and development activities that underpin the other core components.</p> <p>And are delivered through the following service types:</p> <ul style="list-style-type: none"><li>Counselling</li><li>Education and skills training</li><li>Information, advice and referral</li><li>Mentoring and peer support</li></ul> |         | <p>establishing and maintaining healthy relationships.</p> <p><b>Building motivation and monitoring behavioural change</b></p> <p>Motivate a behavioural change or attitude and/or monitor and document behavioural changes over time. Encourage young people to consider and change otherwise risky behavioural choices, or to plan to make healthy choices that promote their socioemotional wellbeing.</p> <p><b>Building knowledge and awareness for socioemotional wellbeing</b></p> <p>Structured or unstructured learning and development activities that underpin the other core components (includes activities to enable critical thinking, metacognition and self-regulation, addressing risks, promote healthy relationships, consider social norms).</p> <p>Youth work interventions directly or indirectly foster empowerment and agency in young people, through a broad range of supportive practices and activities conducted with young people, across a range of different settings.</p> <p>Critical to youth work practice is:</p> <ul style="list-style-type: none"><li>a practice that places young people and their interests first</li><li>a relational practice, where the youth worker operates alongside the young person in their context</li><li>an empowering practice that advocates for, and facilitates a young person's independence, participation in society, connectedness and realisation of their rights</li><li>voluntary, participatory, responsive, and contextual.</li></ul> | <p><b>Home</b></p> <ul style="list-style-type: none"><li>Sustained safe and stable housing</li></ul> |

<sup>72</sup> Fitz-Gibbon et al. (2022).

<sup>73</sup> Ibid.

<sup>74</sup> Australian Bureau of Statistics. (2023) *National Study of Mental Health and Wellbeing*. <https://www.abs.gov.au/statistics/health/mental-health/national-study-mental-health-and-wellbeing/latest-release#key-statistics>

<sup>75</sup> Ibid.

<sup>76</sup> Australian Institute of Health and Welfare. (2023). *Suicide & self-harm monitoring: Intentional self-harm hospitalisations among young people*. <https://www.aihw.gov.au/suicide-self-harm-monitoring/data/populations-age-groups/intentional-self-harm-hospitalisations-among-young>

<sup>77</sup> Australian Institute of Health and Welfare. (2023). *Suicide & self-harm monitoring: Deaths by suicide among young people*. <https://www.aihw.gov.au/suicide-self-harm-monitoring/data/populations-age-groups/suicide-among-young-people>

<sup>78</sup> NSW Department of Education. (2017). *Suspensions and expulsions in NSW government schools (2005–2022)*. <https://data.cese.nsw.gov.au/data/dataset/suspensions-and-expulsions-in-nsw-government-schools>

<sup>79</sup> NSW Bureau of Crime Statistics and Research. (2024). *NSW Local Government Area excel crime tables*. <https://bocsar.nsw.gov.au/statistics-dashboards/crime-and-policing/lga-excel-crime-tables.html>

<sup>85</sup> Self-efficacy refers to subjective judgements of one’s capabilities to organise and execute courses of action to attain designated goals (Bandura, 1977, 1997). In other words, self-efficacy relates to a person’s perception of ‘How well can I do something?’ rather than ‘What am I like?’.

| CURRENT SITUATION                                                                                                                                                                                                                  | EVIDENCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ACTIVITIES AND SERVICES                                                                                  | OUTPUTS | THEORY OF CHANGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | CLIENT OUTCOMES |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| these years critical for increasing engagement and providing early supports. Strengthening protective factors and responding to known risks and vulnerabilities will enable young people to thrive and reach their full potential. | <p>Aboriginal and Torres Strait Islander cultures, there is a stronger emphasis on collective rights and the sharing of resources.<sup>82</sup> Family and culture are central to the identity and wellbeing of Aboriginal people. Youth workers can honour these values by involving community members, family and elders in their work with youth as often as possible (with the consent of the young person).</p> <p>Young people from CALD backgrounds may face unique challenges associated with feelings of displacement, recovery from trauma, discrimination, migration stress and lack of social supports.<sup>83</sup> Conversely, young people from CALD backgrounds may benefit from protective factors that build resilience such as kinship, hopefulness and cultural identity.<sup>84</sup> These risk and protective factors are not homogenous across all CALD youth. Consequently, youth work interventions and services targeting these cohorts must consider the individual circumstances of each young person.</p> <p><u>(DCJ Evidence Portal: Youth Work – Agency &amp; Empowerment Evidence Review)</u></p> | <ul style="list-style-type: none"><li>Specialist support</li><li>Youth individualised support.</li></ul> |         | <p>Authentic relationships built on trust and mutual respect form the foundation of good youth work practice, together with having an ecological focus, encouraging personal agency, and fostering alternative possibilities.</p> <p><b>Connectivity</b></p> <p>Develop programs and services that are long-term, sustainable, relationship based, birthed and sourced from within the community.</p> <p><b>Strengths based</b></p> <p>Embrace notions of independence and autonomy among services for young people.</p> <p><b>Capacity building</b></p> <p>Build capacity in terms of staff professional development, effective research, evaluation and information gathering and sharing, and leadership in the area of governance and management.</p> <p><b>Contextual and systemic considerations</b></p> <p>Consider macro-contexts including economic, political and social and cultural factors.</p> <p>(The four key elements of best practice in youth work (DCJ Evidence Portal: <u>Agency &amp; Empowerment Evidence Review</u>))</p> |                 |

<sup>82</sup> Lucashenko, M. 2010. Which Wei? Values in Youth Work: A Murri Perspective. Youth Affairs Network of Queensland. [https://www.yanq.org.au/uploads/1/4/1/7/14174316/values\\_in\\_youth\\_work-murri\\_perspective-1.pdf](https://www.yanq.org.au/uploads/1/4/1/7/14174316/values_in_youth_work-murri_perspective-1.pdf)

<sup>83</sup> Kaur. (2014)

<sup>84</sup> Babic, R. 2015. Working with culturally and linguistically diverse (CALD) adolescents. CFCA Practitioner

**Client Outcomes**

**Description**

## Short term indicators from DSS Data Exchange



**SCORE community domains**

**SCORE goals sit across all Human Services Outcomes Framework domains**

**The overarching Community and Family Support program client outcome is achieving safety and wellbeing at home**

**All people in NSW are able to be safe.**

- All people are able to participate and feel socially and culturally connected.

- All people and communities in NSW are able to contribute to decision making that affects them and live fulfilling lives.

- All people in NSW have a safe and affordable place to live.**

- All people in NSW are able to learn, contribute and achieve.

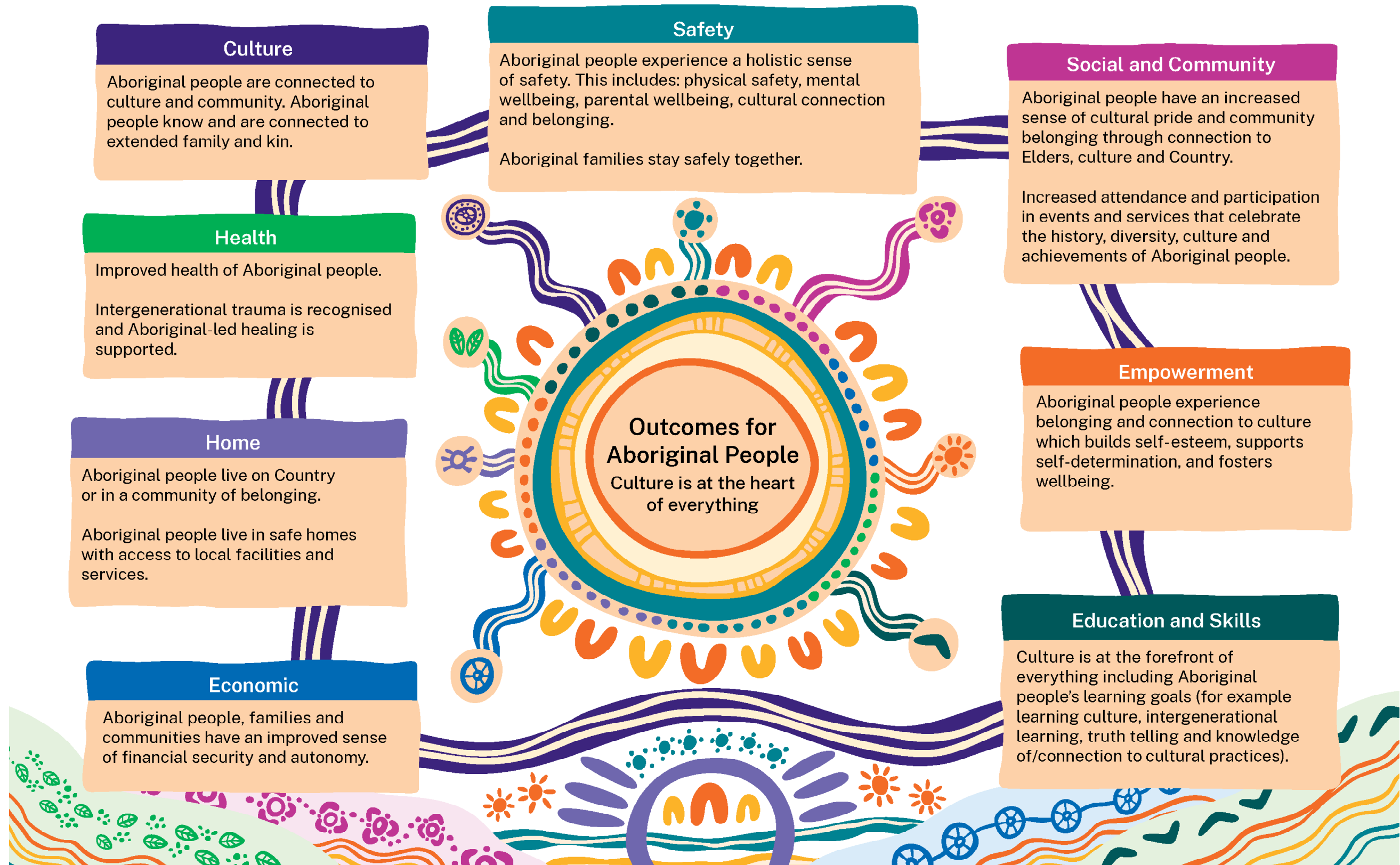
- All people in NSW are able to live a healthy life.

- All people in NSW are able to contribute to and benefit from the economy.

- 54

## Appendix C: Outcomes for Aboriginal people in the CAFS program<sup>87</sup>

### Outcomes for Aboriginal People in the Community and Family Support Program



<sup>87</sup> ©Yirra Miya. For more information on the meaning of Yirra Miya's cultural panel, visit our CAFS webpages on the [DCJ website](#).

# Outcomes for Aboriginal People in the Community and Family Support Program

 **Culture**

|                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Outcomes:</b><br>Aboriginal people are connected to culture and community. Aboriginal people know and are connected to extended family and kin. | <b>Outcome descriptions:</b><br>Connection to culture fosters identity, pride and resilience in Aboriginal people and supports individual wellbeing, especially for Aboriginal children and young people.<br><br>Aboriginal people are supported and respected on their individual journey to connect to culture. |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

 **Safety**

|                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Outcomes:</b><br>Aboriginal people experience a holistic sense of safety. This includes: physical safety, mental wellbeing, parental wellbeing, cultural connection and belonging.<br><br>Aboriginal families stay safely together. | <b>Outcome descriptions:</b><br>Aboriginal people are connected to, and protected by, community and culture.<br><br>Aboriginal people access culturally safe and responsive supports that address any issues and reduce risk from escalating.<br><br>Aboriginal children and young people grow up safe, strong and connected to culture. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

 **Social and Community**

|                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Outcomes:</b><br>Aboriginal people have an increased sense of cultural pride and community belonging through connection to Elders, culture and Country.<br><br>Increased attendance and participation in events and services that celebrate the history, diversity, culture and achievements of Aboriginal people. | <b>Outcome descriptions:</b><br>Aboriginal people are connected to Elders and community; and the wisdom and traditions of culture, language and intergenerational relationships.<br><br>Aboriginal communities have access to culturally safe, responsive and locally-informed services that create community cohesion and support. Aboriginal communities are built through culture. Aboriginal culture is practiced and celebrated.<br><br>Aboriginal people are connected to broader community. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

 **Empowerment**

|                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Outcomes:</b><br>Aboriginal people experience belonging and connection to culture which builds self-esteem, supports self-determination, and fosters wellbeing. | <b>Outcome descriptions:</b><br>Aboriginal people have access and choice to services that are Aboriginal designed and culturally safe and responsive.<br><br>Aboriginal people can access services that prioritise both community and family-led decision making; and support wellbeing and community-controlled solutions. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



# Outcomes for Aboriginal People in the Community and Family Support Program



## Appendix D: CAFS Service Types

### Community Strengthening program activity

| SERVICE TYPE                   | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | REPORTING GUIDANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Advocacy and support           | Activities include advocacy, problem-solving and being an intermediary for children, young people, families and communities to help and encourage people to find the support that’s right for them. This is typically multiple interactions with a client and other stakeholders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <ul style="list-style-type: none"><li>Where possible, service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Community engagement           | <p>Organising community events or festivals or planning activities with community members that align with, or would achieve, CAFS outcomes. This may also include consultation activities with community.</p> <p>Community engagement activities may take place in a neighbourhood or community centre.</p> <p>Examples of planning activities include a community-level child protection, housing, education, health or employment plan, or a plan that addresses a number of these.</p> <p>Note: the service must facilitate the sessions and write the plan to count this as an activity, not just participate in consultations run by other services. Plans should include the change that the community is trying to achieve and how this will be measured, including both short and medium or long-term measurement.</p>                                                                                                                                                                                                                                                                     | <ul style="list-style-type: none"><li>Organising community events or festivals can only be counted if the service is responsible for organising and running the event (e.g. contributing resources, time and staff to organise it, not just participating or attending).</li><li>If an event runs for three days, record one session for each day the event occurs, therefore three sessions would be recorded for this event.</li><li>Each meeting held to discuss a plan should be counted as a session.</li><li>Service providers delivering this service type will primarily collect and report unidentified group client details.</li></ul> |
| Community sector coordination  | <p>Activities undertaken by non-governmental organisations to support service delivery coordination, planning and collaboration within the sector, strengthen organisational capacity of local CAFS organisations, and help organisations and community networks to plan and support their communities to achieve CAFS outcomes.</p> <p>Examples include:</p> <ul style="list-style-type: none"><li>organisational governance activities/support</li><li>strategic planning activities</li><li>coaching/mentoring and other 1:1 support to CAFS providers</li><li>workforce development and skills/capability building, including through education and training, practice tools, resources and frameworks, and information/communication to the sector.</li></ul> <p>This service type will not be delivered under contracts with local councils. This service type does not include coordinating local interagency activities or communities of practice.</p> <p>All community sector coordination activities will support service delivery and align with the CAFS Service System Outcomes.</p> | <ul style="list-style-type: none"><li>The community sector coordination service type does not need to be reported in DEX.</li><li>See the <a href="#">CAFS Data Collection and Reporting Guide</a> for more information about reporting on the community sector coordination service type and the Community Sector Coordination reporting tool.</li></ul>                                                                                                                                                                                                                                                                                        |
| Education and skills training  | <p>Activities that:</p> <ul style="list-style-type: none"><li>build community member knowledge, skills, experience, confidence, wellbeing, social inclusion, participation or individual capability. Examples include literacy, numeracy, life skills, financial management and budgeting, whether delivered to individuals or in a group.</li><li>build the knowledge and skills of community members to better meet, interact and/or volunteer. These may include individual, group or other client-centred approaches.</li></ul> <p>Online activities can be recorded where specific workshops or modules are delivered to a group of individual clients.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                   | <ul style="list-style-type: none"><li>Where possible, service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Facilitate employment pathways | Activities that build the skills of community members, including young people, to facilitate pathways to employment. Examples include résumé writing workshops, employment skills development and volunteering, whether delivered to individuals or in a group.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <ul style="list-style-type: none"><li>Where possible, service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| SERVICE TYPE                           | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | REPORTING GUIDANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Indigenous advocacy / support</b>   | Activities include advocacy, problem-solving and being an intermediary for Aboriginal children, young people, families and communities to help and encourage people to find the support that's right for them.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <ul style="list-style-type: none"> <li>Where possible, service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li> </ul>                                                                                                                                                                                                                                                                                   |
| <b>Indigenous community engagement</b> | Organise Aboriginal community activities, events or festivals that support Aboriginal communities, or community events promoting Aboriginal issues. This could include social, cultural, recreational, youth, art or language activities, workshops, or linking up members of a community around a shared issue, memorial days, reconciliation activities and erecting plaques or monuments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <ul style="list-style-type: none"> <li>This can only be counted if the service is responsible for organising and running the event (e.g. contributing resources, time and staff to organise it, not just participating or attending).</li> <li>If an event runs for three days, record one session for each day the event occurs.</li> <li>Service providers delivering this service type will primarily collect and report unidentified group client details.</li> </ul> |
| <b>Indigenous healing activities</b>   | <p>Activities that facilitate healing for Aboriginal communities, families or individuals through a spiritual process that includes therapeutic change and cultural renewal. Healing is a holistic process that can include mental, physical and spiritual needs, thus the activities under this service type are varied. Examples include:</p> <ul style="list-style-type: none"> <li>reclaiming history: oral history projects that document the experience and history of the Stolen Generations and commemoration and memorial activities that mark their losses.</li> <li>cultural interventions: activities that engage people in a process of recovering and reconnecting to culture, language, history, spirituality, traditions and ceremonies to reinforce self-esteem and a positive cultural identity.</li> <li>therapeutic healing: includes a combination of traditional and Western therapies to help individuals and communities recover from trauma.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <ul style="list-style-type: none"> <li>Where possible, service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li> </ul>                                                                                                                                                                                                                                                                                   |
| <b>Information /advice / referral</b>  | <p>Provision of standard advice, guidance or information for individuals or families in relation to a specific topic. This may be delivered by phone calls, drop-ins, online, emails and so on. This is typically a single interaction with a client.</p> <p>Referrals include to another service provider or within the organisation. The referral must be effective and timely, facilitate client engagement, build and maintain referral pathways and partnerships, and help individuals and families to easily access services and determine the way their support is provided.</p> <p>Material aid/brokerage may be offered to clients in this service type to support a soft entry into the service system.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <ul style="list-style-type: none"> <li>Where possible, service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li> </ul>                                                                                                                                                                                                                                                                                   |
| <b>Social participation</b>            | <p>Initiate or facilitate community workshops and activities that are in line with CAFS outcomes. This includes:</p> <ul style="list-style-type: none"> <li>social, cultural, recreational, youth activities, art or language activities; workshops; or linking up members of a community around a shared issue,</li> <li>activities that encourage connectedness for community members, which would increase social inclusion, connection and participation. For example, community playgroups, mentoring, leadership programs, peer support, relationship, social skills, whether delivered one on one or in a group.</li> <li>providing spaces for clients to have an opportunity to connect with others, such as a neighbourhood or community centre, informal locations, or online to achieve the CAFS outcomes.</li> </ul> <p>Examples include regular groups, such as parenting groups, community playgroups, youth groups, early childhood education, care or support, maternal and child health services, Aboriginal Elders, men's and women's groups, Aboriginal enterprises; providing access to internet and Wi-Fi; or access to equipment such as toys, books and car seats.</p> <p>Community playgroups are informal gatherings where babies, toddlers and pre-school aged children and their parents and carers can come to learn through play and connect with one another. Community playgroups can be run by a worker or volunteer and are generally self-managed and aimed at all families.</p> | <ul style="list-style-type: none"> <li>Count each occasion of service as a session.</li> <li>Where possible, service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li> </ul>                                                                                                                                                                                                                             |

Family Connect and Support (FCS) program activity

| SERVICE TYPE                    | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | REPORTING GUIDANCE                                                                                                                                                    |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Active holding                  | <p>Where an outbound referral service is at capacity or not yet accessible, FCS service providers will actively maintain contact and provide support to the client family while they are waiting for services to become available.</p> <p>Active holding involves the FCS service provider monitoring the family circumstances and providing <u>short-term</u> case support to address immediate needs, including practical support and home visits, and follow-up with service providers while suitable services are being arranged.</p> <p>The <u>CAF</u> includes further guidance on active holding practice.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <ul style="list-style-type: none"><li>Service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li></ul> |
| Family capacity building        | <p>Family support activities provided to build family capacity and address comprehensive needs – for example, implementing case plans and case coordination activities such as:</p> <ul style="list-style-type: none"><li>intake and assessment (initial and comprehensive)</li><li>advocacy</li><li>material aid/brokerage</li><li>support (legal, language, etc.)</li><li>skills development (life skills, budgeting, etc.)</li><li>safety planning in the context of family violence (where relevant).</li></ul> <p>In FCS, it may also include bringing together family members (including extended family and kin) and/or other members of a family’s informal support network to discuss issues, needs and strengths, and jointly developing a family-centred and led plan that supports the family to achieve their goals.</p> <p>This could be undertaken in different settings, including home visits, a community venue, online or at the service provider.</p> <p>It may include case conferencing meetings with the family’s service providers to facilitate coordination of service provision.</p> <p>When working with Aboriginal families, case coordination and case management practices should align to the <u>Aboriginal Case Management Policy</u>, in particular the principles of Aboriginal family-led assessment, and Aboriginal family-led decision making.</p> <p>Assessment in a case coordination setting involves assessing the strengths and needs of the child, young person and family, including any risks. The <u>CAF</u> and <u>CAT</u> provide guidance on completing initial and comprehensive assessments.</p> <p>Capture any information, advice or referrals conducted as part of case coordination under the family capacity building service type.</p> | <ul style="list-style-type: none"><li>Service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li></ul> |
| Information / advice / referral | <p>Accessible, timely and culturally appropriate service information, advice and referrals. Frontline staff provide immediate and comprehensive help to clients and address their needs before any significant assessment. This may be delivered by phone calls, drop-ins, emails and so on. This is typically a single interaction with a client.</p> <p>Referrals (including warm referrals) should support families by connecting them with the service system or arranging services and conducting follow-up with the family or service provider. Referrals can be internal (within the organisation) or external (outside the organisation).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <ul style="list-style-type: none"><li>Service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li></ul> |

Wellbeing and Safety program activity

| SERVICE TYPE                  | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | REPORTING GUIDANCE                                                                                                                                                    |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Counselling                   | Counselling provided by a qualified practitioner such as a psychologist or psychotherapist to one or more clients or family members. Techniques, orientations and practices used should be broadly accepted, validated and based on client need.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <ul style="list-style-type: none"><li>Service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li></ul> |
| Education and skills training | <p>Targeted, specialist or intensive support that builds the knowledge, skills and wellbeing of people with high and complex needs or known vulnerabilities (e.g. disengagement from school, family violence, mental health conditions, drug and/or alcohol needs, social/economic disadvantage, families and carers of children with developmental concerns). These may include individual, group or other client-centred approaches.</p> <p>For young people, this may involve a wide range of programs delivered in school covering topics such as healthy relationships and consent.</p> <p>Online activities can be recorded where specific workshops or modules are delivered to a group of individual clients.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <ul style="list-style-type: none"><li>Service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li></ul> |
| Family capacity building      | <p>Family support activities provided to build family capacity to address comprehensive needs. For example, implementing case plans and case management activities, such as:</p> <ul style="list-style-type: none"><li>advocacy</li><li>intake and assessment (initial and comprehensive)</li><li>case coordination</li><li>counselling (undertaken as part of holistic case management)<sup>88</sup></li><li>material aid/brokerage</li><li>support (legal, language, etc.)</li><li>mediation</li><li>referrals and service navigation (e.g. including to community support-based networks, child developmental services, therapeutic supports, allied health, food banks, employment services)</li><li>skills development (life skills, budgeting, skills to support children’s development, etc.)</li><li>services that may include a therapeutic component, or a specialist framework intended to meet a specific intensive need</li><li>safety planning in the context of family violence (where relevant).</li></ul> <p>This could be undertaken in different settings, including home visits, a community venue, online or at the service provider.</p> <p>When working with Aboriginal families, case coordination and case management practices should align to the <a href="#">Aboriginal Case Management Policy</a>, in particular the principles of Aboriginal family-led assessment, and Aboriginal family-led decision making.</p> <p>Assessment in a case management setting involves assessing the strengths and needs of the child, young person and family, including any risks. Refer to the <a href="#">CAF</a> and <a href="#">CAT</a> for further guidance on completing initial and comprehensive assessments.</p> <p>Capture any information, advice or referrals conducted as part of case coordination or case management under the family capacity building service type.</p> | <ul style="list-style-type: none"><li>Service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li></ul> |
| Indigenous parenting programs | Indigenous parenting programs are delivered by Aboriginal staff to Aboriginal parents or carers, or parents or carers of Aboriginal children. They provide support specifically targeted at understanding and strengthening parent–child                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <ul style="list-style-type: none"><li>Service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li></ul> |

<sup>88</sup> Counselling must align with the definition provided against the Counselling service type under the Wellbeing and Safety program activity.

| SERVICE TYPE                    | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | REPORTING GUIDANCE                                                                                                                                                      |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                 | <p>relationships through education, knowledge or practical skill building for parents. Parenting programs are usually delivered in a structured format and could be undertaken in different settings, including home visits, a community venue, online or at the service provider.</p> <p>Service providers delivering Indigenous parenting programs are not required to select an evidence-informed parenting program from the evidence-informed parenting program list. Indigenous parenting programs should be designed with community and practitioner expertise, with reference to the Aboriginal-led Early Support Programs Evidence Review.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                         |
| Indigenous supported playgroups | <p>Indigenous supported playgroups are delivered by Aboriginal staff to Aboriginal parents or carers, or parents or carers of Aboriginal children. They provide an opportunity to share experiences of parenting and learn new parenting skills while being supported by workers who coordinate the activities. Supported playgroups help to improve children’s social, emotional, communication and cognitive skills and behaviours, increase school readiness, build parental capacity and satisfaction with parenting, and strengthen belonging and connection of families in their communities. They also provide children with an opportunity to socialise, play and learn in a structured and positive environment as well as participating in age-appropriate learning experiences and activities to help them become school ready. Indigenous supported playgroups are facilitated by a professional worker with:</p> <ul style="list-style-type: none"><li>• qualifications in early childhood, or</li><li>• experience in early childhood or in working with families with children.</li></ul> <p>Indigenous supported playgroups are delivered using the <u>best practice principles</u> and <u>the key elements of supported playgroups delivered to Aboriginal families</u> identified in the evidence scan and align to the <u>Early Years Learning Framework</u>.</p>                                                                                                                                                                                                   | <ul style="list-style-type: none"><li>• Service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li></ul> |
| Information / advice / referral | <p>Provision of standard advice, guidance or information for individuals or families in relation to a specific topic. This may be delivered by phone calls, drop-ins, emails and so on.</p> <p>Referrals include to another service provider or within the organisation. The referral must be effective and timely, facilitate client engagement, build and maintain referral pathways and partnerships, and help individuals and families to easily access services and determine the way their support is provided.</p> <p>Capture any information, advice or referrals conducted as part of case coordination or case management under the family capacity building service type.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <ul style="list-style-type: none"><li>• Service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li></ul> |
| Mentoring / peer support        | <p>This includes facilitating self-help or peer support groups for parents, carers or young people experiencing particular issues (e.g. a post-natal depression group, parenting and caring for children with development delay or low level autism).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <ul style="list-style-type: none"><li>• Service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li></ul> |
| Parenting programs              | <p>Programs that provide support specifically targeted at understanding and strengthening parent–child relationships through education, knowledge or practical skill building for parents. This may include specific parenting programs for parents and carers of children with developmental delay or low level autism with a focus on parenting information and strategies, and skills for supporting child development including self-regulation and self-management.</p> <p>Parenting programs are usually delivered in a structured format. Program selection should be driven by local need, client compatibility and cultural safety.</p> <p>This could be undertaken in different settings, including home visits, a community venue, online or at the service provider.</p> <p>Service providers will select an evidence-informed program where possible. To help service providers find a suitable option, the CAFS program has a list of evidence-informed parenting programs (available on the <u>DCJ website</u>). Providers should review the evidence-informed list and select a program where it is suitable and relevant to their local context and client and community need. Where this is not appropriate, a ‘locally applied’ model can be delivered following negotiation with the DCJ contract manager.</p> <p>Parenting programs are generally delivered to a group of parents, as opposed to an individual parent one-on-one with a caseworker. However, some specific parenting programs may have a home visiting component and be delivered one-on-one.</p> | <ul style="list-style-type: none"><li>• Service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li></ul> |

| SERVICE TYPE                 | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | REPORTING GUIDANCE                                                                                                                                                    |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Specialist support           | <p>Specialist support is services that are intended to meet specific intensive need, which could have a therapeutic component. They can be delivered by a qualified worker. In some cases, this will involve engaging or employing specialist services for a fee to work with the family more intensively, where these services can't be engaged any other way, or in a timely manner. Service providers may include therapeutic supports, allied health services, drug and/or alcohol services, intellectual or physical disability services, family mediation, family violence and sexual assault support services and problem gambling services.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <ul style="list-style-type: none"><li>Service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li></ul> |
| Supported playgroups         | <p>Supported playgroups are an opportunity for parents or caregivers to share experiences of parenting and learn new parenting skills while being supported by workers who coordinate the activities. They also provide children with an opportunity to socialise, play and learn in a structured and positive environment as well as participating in age-appropriate learning experiences and activities to help them become school ready. Supported playgroups can be tailored to meet the unique needs of children with developmental concern or delay and/or low level autism and their parents and carers. Supported playgroups are facilitated by a professional worker with:</p> <ul style="list-style-type: none"><li>qualifications in early childhood, or</li><li>experience in early childhood or in working with families with children.</li></ul> <p>Additional qualifications or expertise may be required when delivering a supported playgroup for parents/carers of children with developmental delay or low-level autism or in providing support to parents/carers and their children with developmental delay, to participate in a supported playgroup. This may involve engaging specialist workers in the delivery of a supported playgroup such as occupational therapist, speech pathologist, behaviour supports, etc.</p> <p>Service providers delivering supported playgroups should select one of the models in the Supported Playgroup Rapid Evidence Scan to deliver a supported playgroup in the CAFS program. Where this is not appropriate, a ‘locally applied’ model can be delivered following negotiation with the DCJ contract manager. ‘Locally applied’ supported playgroup models will be based on best practice principles (identified in the <a href="#">Supported Playgroup Rapid Evidence Scan</a>) and aligned with the Early Years Learning framework.</p> <p>When selecting a supported playgroup model, consider the available evidence, local context and client and community need.</p> | <ul style="list-style-type: none"><li>Service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li></ul> |
| Youth individualised support | <p>Youth individualised support seeks to capture the unique work that youth services do to support the wellbeing and safety of young people. Activities include case management or individualised support for a young person that enables independence and autonomy and prioritises the young person’s voice in decision-making. This can include:</p> <ul style="list-style-type: none"><li>intake and assessment (initial and comprehensive)</li><li>organising activities to promote greater interconnectedness for young people</li><li>support – navigating government systems, completing forms for access to services (e.g. Centrelink or housing), legal, language, etc.</li><li>advocacy</li><li>assistance with employment pathways – such as help with résumés</li><li>counselling</li><li>mediation</li><li>referrals</li><li>material aid/brokerage (may be offered to clients to support their overall case management)</li><li>mentoring.</li></ul> <p>This could be delivered in different settings, including home visits, a community venue, online or at the service provider.</p> <p>* NSW Government typically considers young people as aged 12 to 24 years.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <ul style="list-style-type: none"><li>Service providers delivering this service type will collect and report individual client details and outcomes in DEX.</li></ul> |

## Appendix E: Preventing Child Maltreatment core components and service types

| CORE COMPONENT                                      | WELLBEING AND SAFETY PROGRAM ACTIVITY SERVICE TYPES                                                                                                                                                                                                                     |
|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Engagement                                          | <ul style="list-style-type: none"> <li>• All service types</li> </ul>                                                                                                                                                                                                   |
| Case management                                     | <ul style="list-style-type: none"> <li>• Family capacity building</li> </ul>                                                                                                                                                                                            |
| Parental education coaching & modelling             | <ul style="list-style-type: none"> <li>• Education and skills training</li> <li>• Family capacity building</li> <li>• Indigenous parenting programs</li> <li>• Indigenous supported playgroups</li> <li>• Parenting programs</li> <li>• Supported playgroups</li> </ul> |
| Parenting self-care & personal development          | <ul style="list-style-type: none"> <li>• Counselling</li> <li>• Family capacity building</li> <li>• Supported playgroups</li> <li>• Indigenous supported playgroups</li> <li>• Specialist support</li> </ul>                                                            |
| Building supportive relationships & social networks | <ul style="list-style-type: none"> <li>• Family capacity building</li> <li>• Indigenous parenting programs</li> <li>• Indigenous supported playgroups</li> <li>• Mentoring/peer support</li> <li>• Parenting programs</li> <li>• Supported playgroups</li> </ul>        |

## Appendix F: CAFS Service System Outcomes

| CAFS Service System Outcome Domains <sup>89</sup> | <br>Strengths based                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <br>Flexible and responsive                                                                                                                                                                                                                                                                                                                                                                                                                                           | <br>Culturally safe and responsive                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <br>Capable                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <br>Collaborative                                                                                                                                                                                                                                                                                                                                                                                                                                   | <br>Person and community centred                                                                                                                                                                                                                                                                                                                                                                                                                                               | <br>Evidence informed                                                                                             |
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| CAFS Service System Outcomes                      | CAFS services adopt a strengths-based approach to service delivery.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | CAFS services are flexible, accessible and responsive.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | CAFS services are culturally safe, responsive and inclusive.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | CAFS services provide meaningful client and community engagement by skilled staff.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | CAFS services provide coordinated support and clear referral pathways through enduring partnerships across the service system.                                                                                                                                                                                                                                                                                                                                                                                                         | CAFS services are child, young person, family and community centred. They support clients and communities to build their capacity for change.                                                                                                                                                                                                                                                                                                                                                                                                                     | CAFS services learn from data, program implementation, client voices and feedback, innovative pilots, research evidence and evaluations to improve service design and delivery, and client outcomes. |
| Description                                       | <ul style="list-style-type: none"> <li>Strengths-based practice focuses on abilities, knowledge and capacities rather than deficits. It recognises clients and communities are experts in their own lives, and supports children, families and communities to be resilient and capable of growth, learning and change.</li> <li>Interactions with clients and communities build on protective factors and help grow capability and confidence.</li> <li>Services draw on the unique strengths of the family and engage in family-led decision-making, goal setting and case planning.</li> </ul> | <ul style="list-style-type: none"> <li>Clients and communities access free services most appropriate to their needs through accessible, timely, responsive and integrated services and referrals to ensure their needs are addressed early.</li> <li>Active efforts are made to engage clients and support them to overcome barriers to accessing supports and services. CAFS services are proactive in improving service visibility and accessibility.</li> <li>Services actively connect with clients and communities who need support in</li> </ul> | <ul style="list-style-type: none"> <li>Cultural safety means an environment which is spiritually, socially and emotionally safe, as well as physically safe, where there is no assault, challenge or denial of a person's identity and what they need.<sup>90</sup></li> <li>The following are critical elements of cultural safety for Aboriginal people: <ol style="list-style-type: none"> <li>1. Recognising the importance of culture</li> <li>2. Self-determination</li> <li>3. Workforce</li> <li>4. Whole of organisation approach</li> <li>5. Leadership and partnership</li> <li>6. Research, monitoring and evaluation.</li> </ol> </li> </ul> | <ul style="list-style-type: none"> <li>Clients and communities access services from providers and workers who are respectful and have the appropriate skills to work with those who are marginalised and/or experiencing vulnerabilities.</li> <li>Service providers are committed to the capability building and professional development of their staff.</li> <li>Services promote a culture of learning and reflective practice and identify opportunities for training of their staff in key elements relevant to their day-to-day work with clients.</li> </ul> | <ul style="list-style-type: none"> <li>Clients and communities receive integrated and coordinated support from services.</li> <li>Clients and communities are supported to navigate a complex service system.</li> <li>Services contribute to capacity building in the local community and are actively involved in shaping the sector in partnership with others.</li> <li>Clients and communities are supported to build informal and formal networks.</li> <li>CAFS practitioners are confident in their ability and the</li> </ul> | <ul style="list-style-type: none"> <li>Clients and communities are placed at the centre of the service and the service meets their unique needs.</li> <li>Clients and communities actively participate in the design and delivery of services to achieve their determined goals.</li> <li>Clients exercise choice and control in service delivery and life decisions.</li> <li>Client rights to confidentiality and privacy are upheld.</li> <li>Practitioners take an intersectional approach, recognising there are multiple factors influencing and</li> </ul> | <ul style="list-style-type: none"> <li>Clients and communities have access to programs that are evidence informed.</li> </ul>                                                                        |

<sup>89</sup> It should be noted that domains overlap, and indicators may measure more than service system domain.

<sup>90</sup> Williams (1999), cited in Bin-Sallik (2003).

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|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>settings that meet their needs (e.g. outreach and services in everyday settings).</p> <ul style="list-style-type: none"> <li>Services consider and are responsive to the needs and preferences of diverse clients, particularly those with additional vulnerabilities.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <ul style="list-style-type: none"> <li>Promoting respect and positive attitudes for diversity and supporting children, young people, families and communities from all backgrounds and cultures by fostering belonging and inclusion.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                             | <p>legislative basis to share information to support families experiencing risk and to increase wellbeing and safety.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>contributing to a person's identity (e.g. gender, sexuality, disability, ethnicity).</p>                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                   |
| <b>Example service provider activities</b> | <ul style="list-style-type: none"> <li>The CAFS sector is trained and supported to identify the strengths of the children, young people, families and communities they work with to improve their circumstances and achieve their goals.</li> <li>For Aboriginal communities, this includes programs and services that incorporate Aboriginal social structures such as wider kinship networks, Elder mentors and role models, and ways of sharing knowledge and wisdom such as connecting to Country, circular learning, yarning, relationship-strengthening activities, dadirri discussion methods, lore, traditional art, food, dance, songlines, music and storytelling, and the use of language.</li> </ul> | <ul style="list-style-type: none"> <li>Strategies include ensuring engagement with families (particularly when first making contact) by facilitating access, through home visits/outreach (including in universal and everyday settings), provision of transport, using bilingual staff, being flexible in-service delivery, ensuring accessible locations and removing any barriers to access (e.g. expanding the window for clinic scheduling, flexible opening hours, using diverse communication strategies, mobile services).</li> <li>For Aboriginal communities, the existence of Aboriginal governance and staff, and/or the involvement of respected community leaders or Elders can lead to increased program participation.</li> </ul> | <ul style="list-style-type: none"> <li>Services should be trauma informed and healing focused, acknowledging the impacts of intergenerational trauma as well as ongoing experiences of racism and stigma.</li> <li>Co-designed and community-led services are the most effective for engaging and supporting Aboriginal children, families and communities.</li> <li>For culturally and linguistically diverse (CALD) communities, developing an understanding of and being respectful of children, young people and family's culture, race, nationality, beliefs and strengths. Seeking the expertise of local cultural community and multicultural services. Practitioners learning about the cultures of the persons with whom they work and about the communities where they live and practice.</li> <li>In Western culture, individual rights are held in high regard whereas in other</li> </ul> | <ul style="list-style-type: none"> <li>CAFS sector has good governance, leadership and core competencies professional development opportunities.</li> </ul> | <ul style="list-style-type: none"> <li>CAFS sector works together and maintains partnerships to meet the complex and changing needs of clients.</li> <li>Integrate multiple, wraparound components to provide more holistic services for Aboriginal participants.</li> <li>Bi-directional warm referrals between services or having partner services co-located for easier access and integration of case management.</li> <li>CAFS sector actively participates in local governance committees etc.</li> <li>CAFS services are supported by peak bodies to maintain partnerships with DCJ.</li> </ul> | <ul style="list-style-type: none"> <li>CAFS sector is trained and supported in person-centred practice.</li> <li>Services and supports are designed to focus on achieving the client's goals and are tailored to their needs and unique circumstances rather than requiring them to fit into a standardised service model.</li> <li>Client and community participation in all aspects of service design, planning, implementation and evaluation.</li> </ul> | <ul style="list-style-type: none"> <li>CAFS sector uses available evidence and data to design, implement and improve their services and client and community outcomes.</li> </ul> |

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|                                                         |                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                   | <p>cultures there may be an increased focus on collective rights and shared resources. Practitioners should consider involving family, community and elders where appropriate.</p> <ul style="list-style-type: none"> <li>• When language is a barrier, using interpreters or translated material to communicate with children, young people and their families.</li> <li>• For CALD communities, supporting community-led strategies that provide culturally appropriate and accessible information about safety and wellbeing.</li> </ul>                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Example community sector coordination activities</b> | <ul style="list-style-type: none"> <li>• Tailored skill and professional development sessions focused on strengths-based practice.</li> </ul> | <ul style="list-style-type: none"> <li>• Facilitate strategic planning activities or provide coaching/mentoring support to ensure CAFS service providers are well placed to offer flexible service delivery to meet the needs of their community.</li> <li>• Activities to build and sustain the Aboriginal workforce.</li> </ul> | <ul style="list-style-type: none"> <li>• Increasing cultural safety and wellbeing knowledge through training and reflection opportunities.</li> <li>• Form and facilitate partnerships with Aboriginal leaders to embed cultural safety within organisational governance and strategic planning and to ensure service offerings are informed by Aboriginal worldviews, local knowledge and expertise.</li> <li>• Building the capacity of service providers to incorporate the Aboriginal Case Management Policy.</li> <li>• Facilitation of cultural capacity building to inform service delivery to CALD children, young people, families and communities.</li> </ul> | <ul style="list-style-type: none"> <li>• Activities undertaken by non-government organisations to support service delivery coordination, which includes development of workforce capability and skills including training, practice tools, resources and frameworks that support the aims and objectives of the CAFS program.</li> <li>• Building the skills and capabilities of practitioners in relation to evidence-informed practice.</li> </ul> | <ul style="list-style-type: none"> <li>• Form and coordinate partnership projects and working groups, including strategic planning activities that support integrated services, identify gaps and strengthen collaborative opportunities and referral pathways.</li> </ul> | <ul style="list-style-type: none"> <li>• Identify training needs and gaps and facilitate activities that foster and strengthen the knowledge and skills of practitioners in relation to person-centred practice.</li> <li>• Build the skills, capacity and capability of service providers to be informed by local community needs.</li> </ul> | <ul style="list-style-type: none"> <li>• Create and maintain resources, training opportunities and general information to support evidence-informed approach.</li> <li>• Build the skills and capabilities of practitioners to engage with the DCJ Evidence Portal and use evidence in decision-making, planning, practice and service delivery.</li> <li>• Use evidence and data to identify service gaps.</li> </ul> |

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| <p><b>Example short term &amp; medium-term indicators for service providers</b></p> | <ul style="list-style-type: none"> <li>Program wide – Client satisfaction SCORES which measure whether clients felt heard and whether services were effective in helping them meet their goal may indicate a program delivers strengths-based services.</li> </ul> | <ul style="list-style-type: none"> <li>Number of services which are aligned to need.</li> <li>Number of referrals accepted.</li> <li>Number of clients coming into contact with the child protection system.</li> </ul> | <ul style="list-style-type: none"> <li>Number of staff who have attended cultural safety training.</li> <li>Number of staff who have attended trauma-informed practice training.</li> <li>Number of service providers with a plan for implementing changes that support a culturally safe and responsive workplace.</li> <li>Number of services designed by Aboriginal or CALD communities.</li> <li>Number of services delivered by Aboriginal Community Controlled Organisations or Aboriginal staff.</li> <li>Feedback from Aboriginal clients on their experience of receiving support and feelings of empowerment.</li> </ul> | <ul style="list-style-type: none"> <li>Number of adequately qualified staff (as per contractual agreements).</li> <li>Number of staff who have successfully completed cultural safety, trauma-informed practice and/or family violence (including coercive control) training.</li> <li>Number of staff participating in ongoing professional development, including reflective practice and supervision.</li> </ul> | <ul style="list-style-type: none"> <li>Number of partnership projects.</li> <li>Length of time a partnership has existed or a partnership project has been running.</li> <li>Number of peaks meetings organised and attended.</li> </ul> | <ul style="list-style-type: none"> <li>Number of co-designed projects with clients.</li> <li>Number of services designed by Aboriginal communities or CALD communities.</li> <li>Number of services delivered by Aboriginal and CALD managed or majority managed and staffed organisations.</li> <li>Number of staff who attended person-centred practice training.</li> </ul> | <ul style="list-style-type: none"> <li>Number of services with program logics assessed as high quality.</li> <li>Number of evidence-informed programs delivered, or programs designed using the evidence or core components outlined in the DCJ Evidence Portal.</li> <li>Number of CAFS services staff who implemented new evidence that was discussed within peer group discussions.</li> </ul> |
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| CAFS Service System Outcome Domains                                                           | <div><div>Strengths based</div></div> <div><div>Flexible and responsive</div></div> <div><div>Culturally safe and responsive</div></div> <div><div>Capable</div></div> <div><div>Collaborative</div></div> <div><div>Person and community centred</div></div> <div><div>Evidence informed</div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Overall Service System indicators which measure service system and the capacity of the sector | <div>Strengths based</div> <ul style="list-style-type: none"><li>• Number of services which use person/family-led tools and decision-making processes when they engage with individuals/families.</li></ul> <div>Flexible and responsive</div> <ul style="list-style-type: none"><li>• Number of organisations delivering services in rural communities.</li><li>• Number of clients living in LGAs with no service providers (DEX data – client LGA and outlet LGA).</li><li>• Number of organisations conducting outreach.</li></ul> <div>Culturally safe and responsive</div> <ul style="list-style-type: none"><li>• Number of co-designed projects by service providers.</li><li>• Number of Early Support services designed by Aboriginal communities or CALD communities.</li><li>• Proportion of CAFS services delivered by Aboriginal Community Controlled Organisations or Aboriginal staff.</li><li>• Proportion of Aboriginal staff within sector.</li><li>• Proportion of CALD staff within sector.</li><li>• Proportion of CAFS services and staff who have attended cultural safety training.</li><li>• Proportion of service providers with a plan for implementing changes that support a culturally safe and responsive workplace.</li></ul> <div>Capable</div> <ul style="list-style-type: none"><li>• Proportion of service providers which actively monitor the implementation of plans to implement workplace safety.</li><li>• Proportion of service providers with adequately qualified staff (as per contractual agreements).</li><li>• Proportion of service providers with staff who have attended trauma-informed practice training.</li></ul> <div>Collaborative</div> <ul style="list-style-type: none"><li>• Number of partnership projects delivered by service providers.</li></ul> <div>Person and community centred</div> <ul style="list-style-type: none"><li>• Proportion of CAFS service providers who have staff trained in person-centred practice.</li><li>• Proportion of CAFS sector staff who have trained in person-centred practice.</li><li>• Proportion of providers who have a plan for implementing trauma-informed practices within their organisation.</li><li>• Proportion of providers who actively monitor their plan for implementing trauma-informed practices within their organisation.</li><li>• Proportion of service providers who use client and community participation in service design, planning, implementation and evaluation.</li></ul> <div>Evidence informed</div> <ul style="list-style-type: none"><li>• Proportion of service providers delivering evidence-informed programs or programs designed using the core components.</li><li>• Proportion of service programs that are evidence-informed (which have program logics rated as high quality).</li><li>• Proportion of Family Support Services that have used the Preventing Child Maltreatment core components in their design and delivery.</li><li>• Number of service providers using the DCJ Evidence Portal including relevant key elements, critical elements, key themes, etc. to design and implement services.</li><li>• Number of emerging programs identified from the CAFS sector.</li><li>• Number of services with individual program logics that reflect/align to the program-wide program logics.</li><li>• Number of Wellbeing and Safety services delivering parenting programs and supported playgroups from the list of evidence-informed programs/models.</li></ul> |

## NSW Department of Communities and Justice

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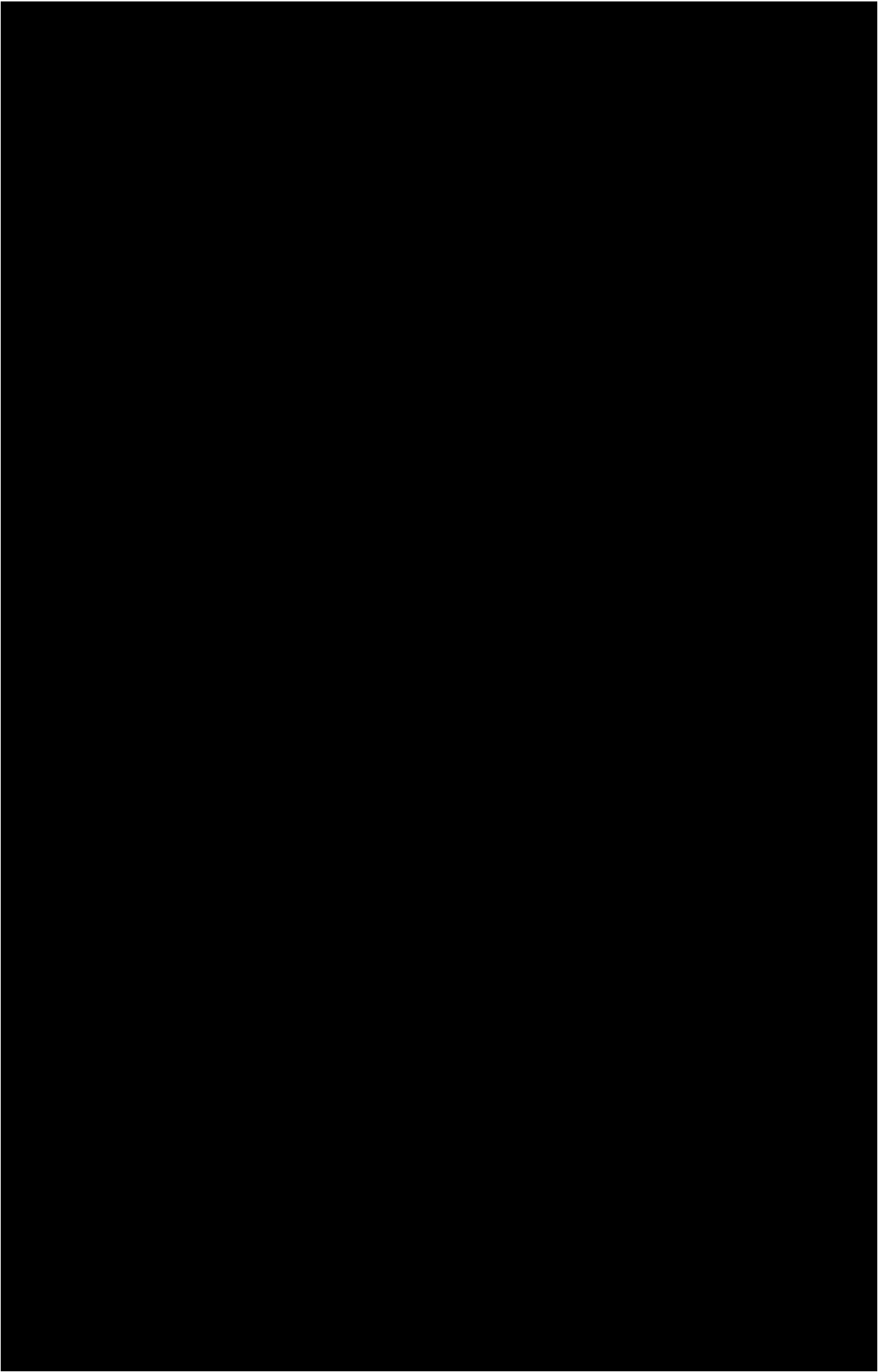
6 Parramatta Square, 10 Darcy Street  
Parramatta NSW 2150

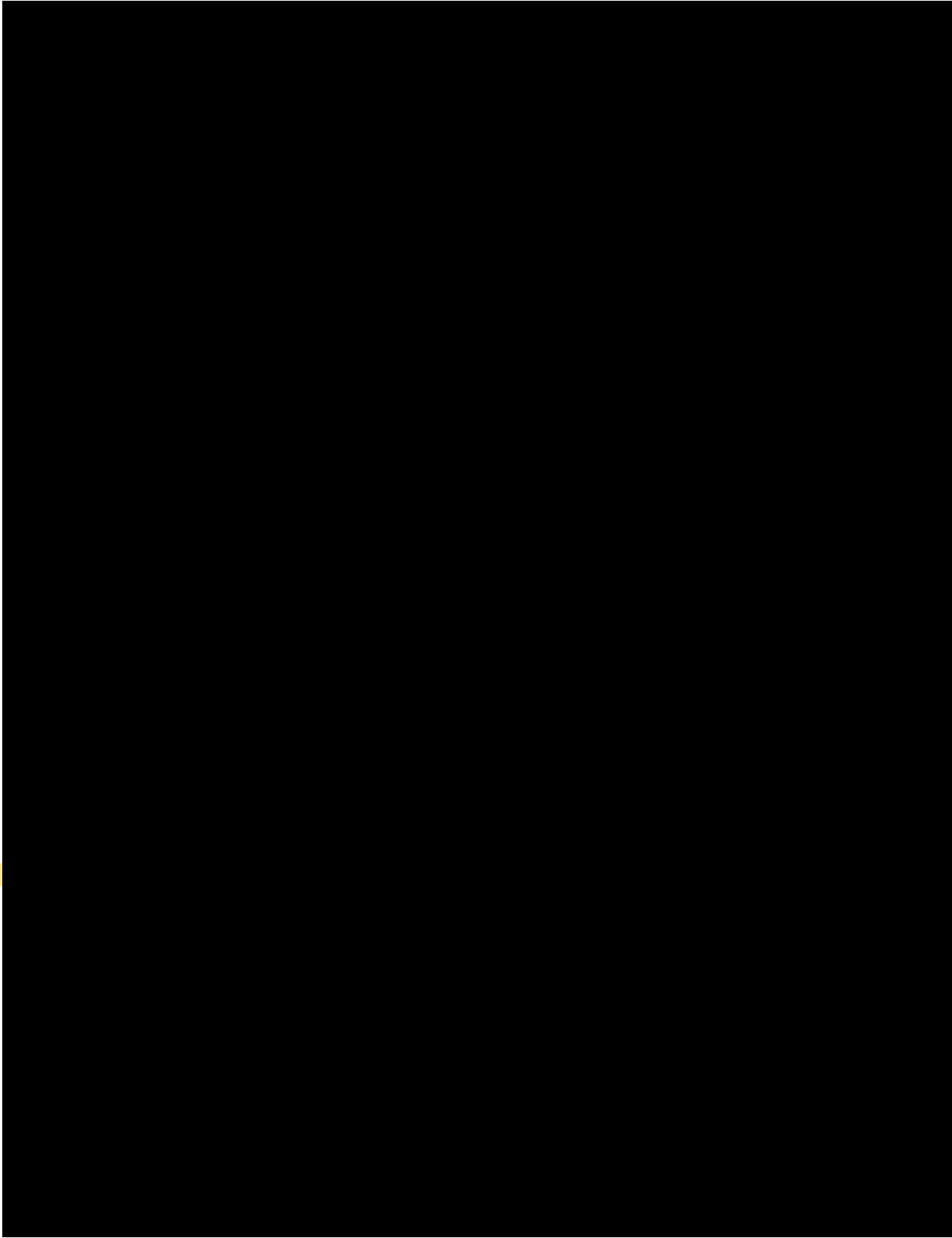
Locked Bag 5000  
Parramatta NSW 2124

Office hours:  
Monday to Friday  
9.00am to 5.00pm

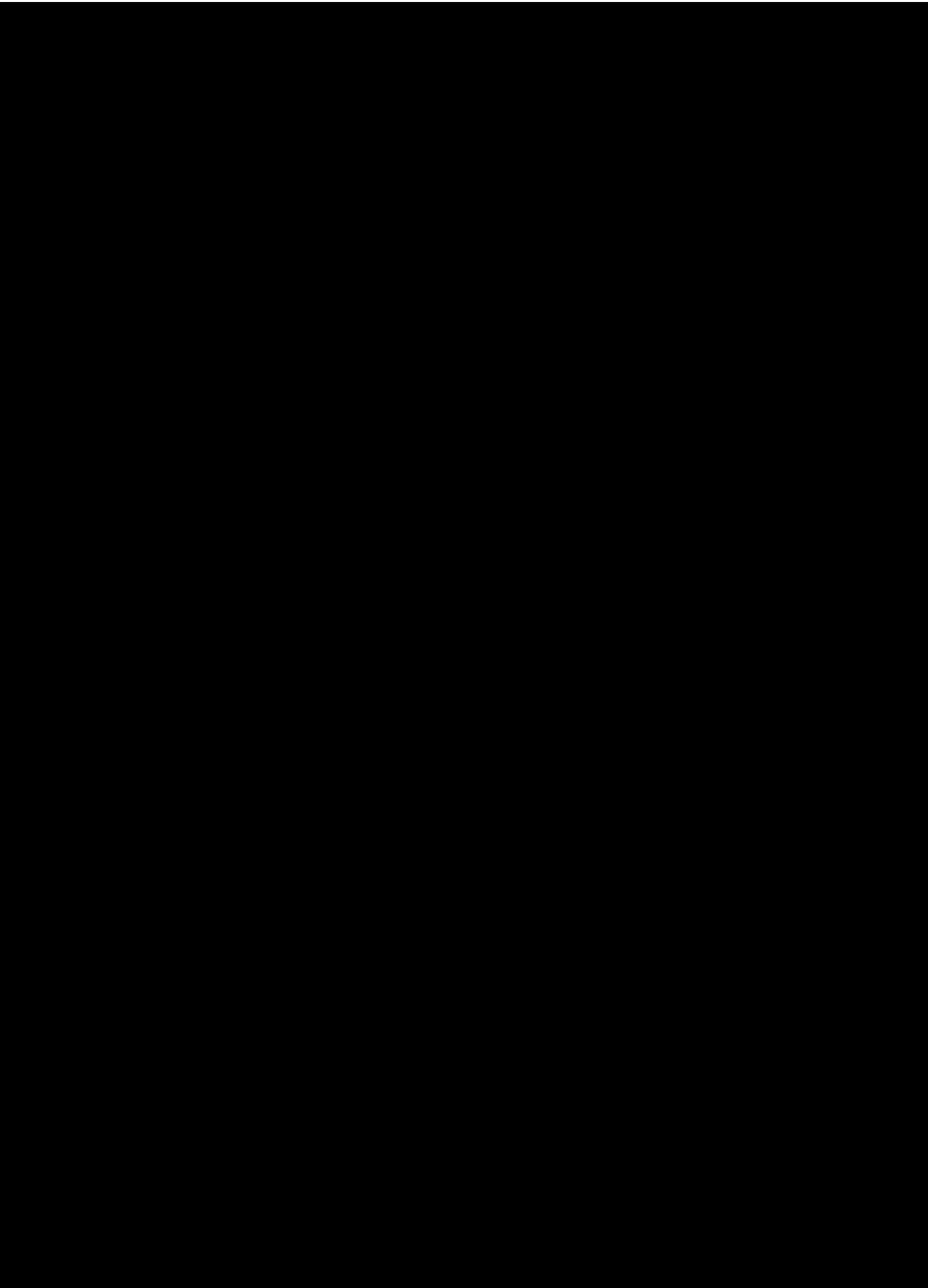
T: 1800 000 164  
W: [www.dcj.nsw.gov.au](http://www.dcj.nsw.gov.au)

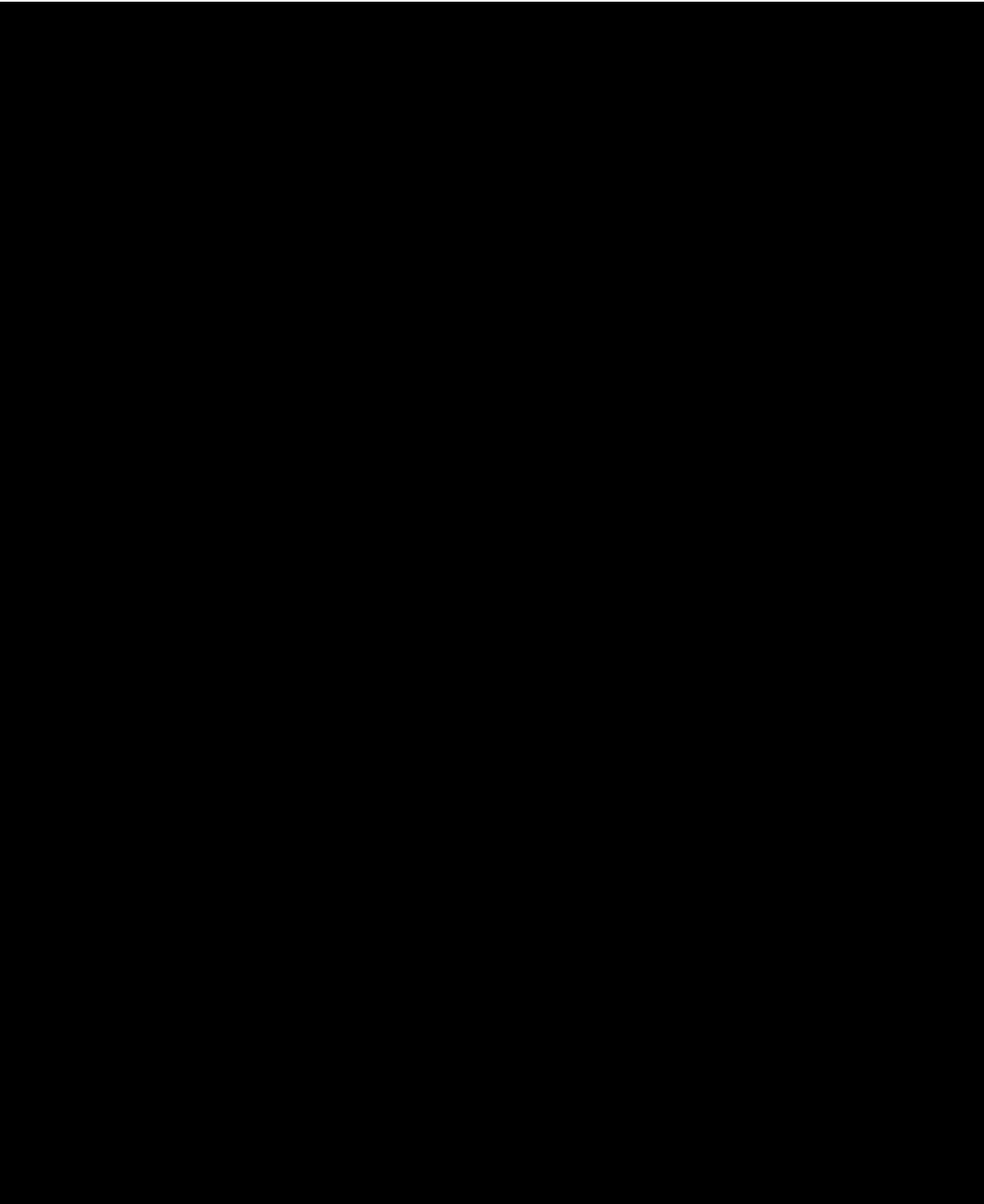
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### **Notes**

Funding is based on FY26 6 months funding allocation



## ANNUAL FORECAST EXECUTIVE SALARIES - CAFS F

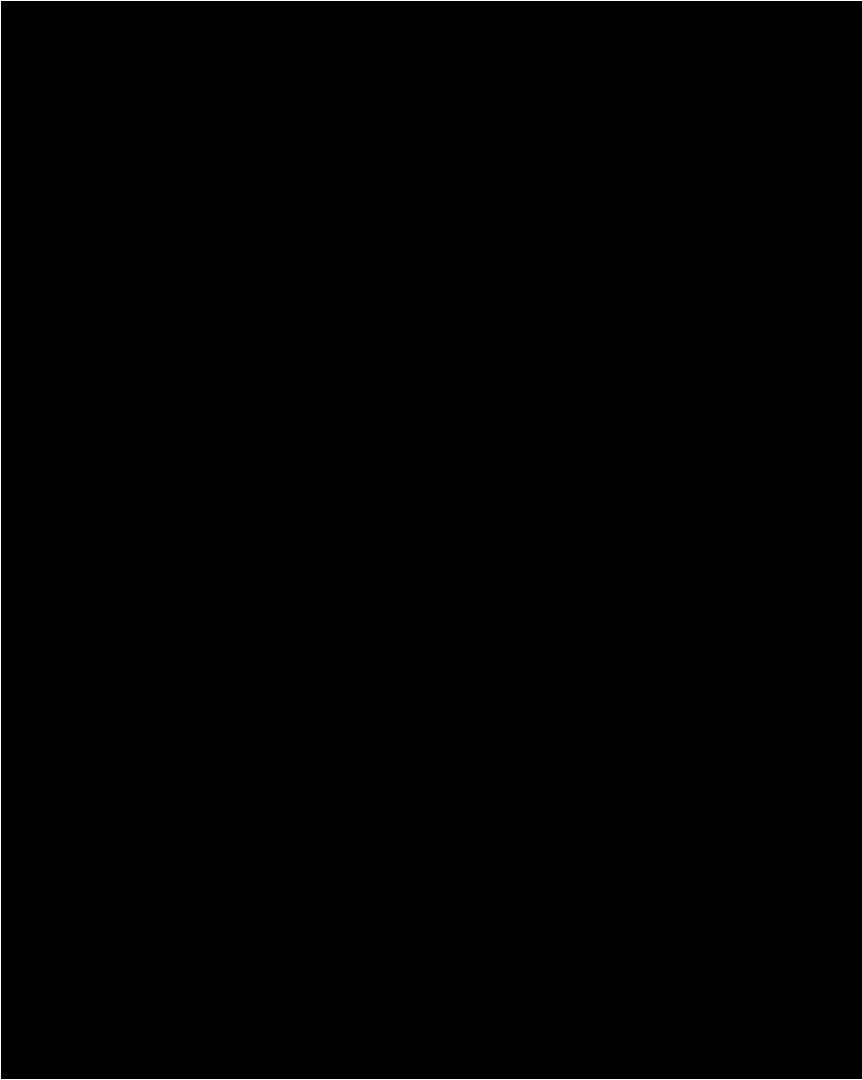
This template is to be used to provide indicative base salary information for individuals who hold key positions. The term "Executive" typically refers to individuals who hold key positions, such as Executive Director, or Director, who are responsible for the overall management and strategic direction of the organization.

The base rate of pay is the rate of pay payable to the employee, exclusive of any allowances; overtime or penalty rates; any other separate

**PROGRAM**

ary bands for executive positions funded in full or in part by the contract where the salary exceeds \$...  
tions within the organisation, overseeing various functions and responsibilities. These roles often in...  
the overall direction and management of the organisation.

ployee for his or her ordinary hours of work, but not including: incentive - based payments and bon...  
ely identifiable amounts (Source: Fair Work Act - [https://classic.austlii.edu.au/au/legis/cth/consol\\_ac](https://classic.austlii.edu.au/au/legis/cth/consol_ac)...



\$190,000 per annum. An  
include positions like CEO,

uses; loadings; monetary  
ct/fwa2009114/s16.html)



# Agreement for Funding of Services

## Standard Terms

16 October 2019

| Version | Change                                                                                                                                                                                                                                                                                                                                                                                                                                             | Date Approved   |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1.0     | Initial version introduced in 2017                                                                                                                                                                                                                                                                                                                                                                                                                 | 27 April 2017   |
| 1.1     | <p>Seven amendments:</p> <ul style="list-style-type: none"> <li>• New definition of Financially Stable inserted in Clause 1.1</li> <li>• New definition of Officer inserted in Clause 1.1</li> <li>• New: sub Clause 5.2(d) on compliance</li> <li>• Amended: Clause 7 Conflicts of Interest</li> <li>• Amended: Clause 9.8 Additional Contributions</li> <li>• Notice period changed in Clause 13.2</li> <li>• New: Clause 25 Security</li> </ul> | 16 October 2019 |

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BACKGROUND

- A We are committed to working collaboratively with You in the provision of human services.
- B We and You have a shared interest in ensuring that such services improve the outcomes for the people of New South Wales in a manner that:
  - (a) ensures quality of services;
  - (b) is transparent and accountable;
  - (c) demonstrates value for money; and
  - (d) retains a level of flexibility to support innovation.
- C These Standard Terms have been developed to give effect to these principles and are incorporated into and form part of the Agreement.
- D We agree to provide You with Funds to provide the Services, and You agree to use the Funds for the provision of the Services, in accordance with the Agreement.

OPERATIVE TERMS

1 Definitions and interpretation

1.1 Definitions

In the Agreement, the following terms have the following meanings unless the context requires otherwise:

|                      |                                                                                                                                                                                                                                                                                                                               |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Aboriginal Person    | a person of the Aboriginal race of Australia.                                                                                                                                                                                                                                                                                 |
| Accounting Standards | has the meaning given under the <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                           |
| Agreement            | the agreement between You and Us for the funding of Services, consisting of the documents stated in clause 2.1(a).                                                                                                                                                                                                            |
| Agreement Material   | Material which You or Your Personnel create in connection with the Agreement.                                                                                                                                                                                                                                                 |
| Alleged Misconduct   | <p>an allegation which raises a reasonable suspicion of:</p> <ul style="list-style-type: none"><li>(a) misconduct in connection with the Funds or the Services, including serious or persistent harassment or bullying; or</li><li>(b) a criminal offence having been committed, including theft, fraud or assault.</li></ul> |
| Assets               | <p>any item of tangible property that:</p> <ul style="list-style-type: none"><li>(a) is purchased, leased or otherwise acquired either wholly or in part with the Funds; and</li><li>(b) either:</li></ul>                                                                                                                    |

- (i) has a value greater than or equal to the GST exclusive amount stated in the Schedule; or
- (ii) is stated in the Schedule as being an Asset.

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Asset Register</b>           | <p>a written register which contains details of the Assets, including:</p> <ul style="list-style-type: none"> <li>(a) the date each Asset was purchased, leased or otherwise acquired and the name of any applicable supplier;</li> <li>(b) a description of each Asset including (if applicable) any serial or reference number;</li> <li>(c) the address at which each Asset is located;</li> <li>(d) the purchase, lease or acquisition price of the Asset exclusive of GST;</li> <li>(e) the amount of Funds used to purchase, lease or otherwise acquire the Asset; and</li> <li>(f) where relevant, the details of any Asset disposals including sale price.</li> </ul> |
| <b>Attachment</b>               | <p>any document:</p> <ul style="list-style-type: none"> <li>(a) stated as being an "Attachment" in the Schedule; or</li> <li>(b) otherwise referred to in the Schedule as forming part of the Agreement.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Auditing Standards</b>       | has the meaning given under the <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Barred Person</b>            | <p>means:</p> <ul style="list-style-type: none"> <li>(a) a "disqualified person", or a person who is subject to an "interim bar", under the CPWC Act; or</li> <li>(b) a "registrable person" referred to in the <i>Child Protection (Offenders Registration) Act 2000</i> (NSW).</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Budget</b>                   | the budget (if any) for the expenditure of the Funds that is stated in the Schedule or is otherwise required by the Schedule to be provided in relation to the Services, as may be updated in accordance with the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Business Day</b>             | a day that is not a Saturday, Sunday or a gazetted public holiday in New South Wales.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Change of Control</b>        | means there is any change in Your direct or indirect beneficial ownership or control.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Claim</b>                    | any claim, right, demand, liability, action, suit, proceeding, charge, cost (including legal costs on a full indemnity basis), loss, damage and expense of any kind, including those arising out of the terms of any settlement.                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Confidential Information</b> | <p>information disclosed by one party to the other, whether before, on or after the Date of the Agreement, that:</p> <ul style="list-style-type: none"> <li>(a) is by its nature confidential;</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

- (b) is designated by a party as being confidential; or
- (c) the recipient party knows or ought to know is confidential, but does not include information that:
- (d) is or becomes public knowledge other than by a breach of the Agreement or by any unlawful means;
- (e) was already in the recipient party's lawful possession without restriction in relation to disclosure before the information was received by the recipient party; or
- (f) has been independently developed or acquired by the recipient party.

**Conflict of Interest** having an interest (whether personal, financial or otherwise) which conflicts, or which may reasonably be perceived as conflicting, with Your ability to fairly, objectively and independently perform Your obligations under the Agreement.

**CPWC Act** the *Child Protection (Working with Children) Act 2012* (NSW).

**CYPCP Act** the *Children and Young Persons (Care and Protection) Act 1998* (NSW).

**Date of the Agreement** the execution date stated in the Schedule or, if nothing is stated, the date on which We execute the Agreement.

**Funds** the money for the Services provided to You under the Agreement as more particularly described in the Schedule.

**Financially Stable** is consistent with the going concern principle.

**GST** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Initial Term** the initial term stated in the Schedule.

**Insolvency Event** means:

- (a) if You are an individual or partnership, You:
  - (i) cannot pay Your debts when they fall due; or
  - (ii) are declared bankrupt;
- (b) in relation to a trust:
  - (i) an application or order is sought or made (and is not stayed or dismissed within 20 Business Days after being sought or made) in any court for the property of the trust to be brought into, or administered by, the court or brought under the court's control; or
  - (ii) the assets of the trust are not sufficient to satisfy the trustee's debts when they fall due and in respect of which the trustee has a right to be indemnified out of the assets of the trust; or

- 
- (c) if You are a body corporate within the meaning of the *Corporations Act 2001* (Cth):
- (i) You cannot pay Your debts when they fall due;
  - (ii) You become insolvent or are deemed to become insolvent under any applicable laws;
  - (iii) a receiver, receiver and manager, administrator (voluntary or otherwise), provisional liquidator, liquidator, controller or like official is appointed in relation to You;
  - (iv) You enter into a scheme of arrangement with Your creditors;
  - (v) a winding up order is made in relation to You;
  - (vi) You assign property for the benefit of creditors or a class of creditors;
  - (vii) a secured creditor of Yours exercises rights to take possession of Your assets or a power of sale; or
  - (viii) You cease to carry on business or threaten to do so.
- 

**Intellectual Property Rights**

all present and future rights conferred by statute, common law or equity in, or in relation to, copyright, trademarks, patents, designs, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary and artistic fields, whether non-registrable, registrable or patentable, but does not include Moral Rights.

---

**Intervening Event**

a circumstance beyond Your reasonable control including:

- (a) a fire, flood or natural disaster;
  - (b) an explosion;
  - (c) an unavoidable accident;
  - (d) an act of terrorism; or
  - (e) a strike, lockout or other industrial dispute that is not limited to Your workplace.
- 

**Material**

documents, records, software (including source code and object code), goods, images, information and data stored by any means, including all copies and extracts of same.

---

**Milestone**

any milestone for the Services stated in the Schedule.

---

**Moral Rights**

has the meaning given under the *Copyright Act 1968* (Cth), which includes the right to:

- (a) attribution of authorship;
  - (b) not have authorship falsely attributed; and
  - (c) integrity of authorship.
-

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Notified Policies</b>                | any policies, guidelines or codes of Ours or the NSW Government, as amended or replaced, that are stated in the Schedule or which We notify You about from time to time during the Term.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Objectives</b>                       | the objectives for the Services stated in the Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Officer</b>                          | <p>A person who:</p> <ul style="list-style-type: none"> <li>(a) is an office holder of the Provider;</li> <li>(b) makes, or participates in making decisions that affect the whole, or a substantial part, of the business of the Provider;</li> <li>(c) has the capacity to affect significantly the Provider's financial standing;</li> <li>(d) has the capacity to manage the Provider and its property;</li> <li>(e) participates in the governing body, board of directors or any decision-making body of the Provider; or</li> <li>(f) in accordance with whose instructions or wishes the directors of the Provider are accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship), whether or not such person is a volunteer or receives payment in respect of his or her role.</li> </ul> |
| <b>Other Material</b>                   | any Material which a party owned before the Date of the Agreement or which was created by a party independently of the Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Performance and Outcome Measures</b> | the performance and outcome measures stated in the Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Personnel</b>                        | officers, employees, volunteers, agents, contractors and subcontractors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Privacy Legislation</b>              | the <i>Privacy and Personal Information Protection Act 1998</i> (NSW), <i>Health Records and Information Privacy Act 2002</i> (NSW), <i>Privacy Act 1988</i> (Cth) and any codes of practice and principles issued under those Acts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Public Accountability Body</b>       | includes the NSW Auditor-General, the New South Wales Ombudsman, the New South Wales Privacy Commissioner and the Independent Commission Against Corruption.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Records</b>                          | any documents or other sources of information relating to the Agreement that are compiled, recorded or stored (including in written form, on film or electronically).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Reputational Proceedings</b>         | any inquiry, investigation, conciliation, mediation, arbitration or similar proceedings against You or Your Personnel that could, or in Our reasonable opinion has the potential to, have an adverse effect on the reputation of Us, the Services or the NSW Government, including any investigation by the Independent Commission Against Corruption.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Schedule</b>                      | the document forming part of the Agreement titled "Schedule".                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Serious Incident</b>              | <p>an incident that:</p> <ul style="list-style-type: none"> <li>(a) is likely to impact on Your ability to provide the Services or otherwise fulfil Your obligations under the Agreement;</li> <li>(b) may affect or has affected Your obligations, or Your performance of Your obligations, under the Agreement and requires an emergency response or involves death, serious injury or any criminal activity; or</li> <li>(c) has or may attract adverse public interest and attention.</li> </ul> |
| <b>Services</b>                      | <p>means:</p> <ul style="list-style-type: none"> <li>(a) the services stated in the Schedule;</li> <li>(b) any ancillary services that are required in order to provide those services; and</li> <li>(c) Your other functions and responsibilities under the Agreement, as may be varied in accordance with the Agreement.</li> </ul>                                                                                                                                                                |
| <b>Standard Terms</b>                | these "Standard Terms".                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Standards</b>                     | <p>means:</p> <ul style="list-style-type: none"> <li>(a) applicable Australian Standards and other nationally recognised standards;</li> <li>(b) any standards stated in the Schedule; and</li> <li>(c) any standards which We notify You of from time to time during the Term.</li> </ul>                                                                                                                                                                                                           |
| <b>Supplementary Conditions</b>      | any supplementary conditions stated in the Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Target Group</b>                  | the persons (if any) stated in the Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Term</b>                          | the term of the Agreement, comprising the Initial Term and any extension period exercised in accordance with clause 3.                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Third Party Material</b>          | any Material owned by a third party that is incorporated into the Agreement Material or is used to provide the Services.                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Torres Strait Islander Person</b> | a descendant of an indigenous inhabitant of the Torres Strait Islands.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Us, We, Our</b>                   | the party stated as the "Agency" in the Schedule, or any replacement entity that has taken over the Agency's relevant functions.                                                                                                                                                                                                                                                                                                                                                                     |
| <b>You, Your</b>                     | the party stated as the "Provider" in the Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

1.2 Interpretation

In the Agreement, unless the context requires otherwise:

- (a) a reference to legislation refers to legislation as amended, consolidated, re-enacted or replaced, and includes subordinate legislation;
- (b) the words "including", "include" and "included" are not words of limitation;
- (c) a reference to a clause is a reference to a clause in these Standard Terms;
- (d) reference to a document or agreement includes reference to the document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (e) a reference to a person includes a natural or legal person;
- (f) a reference to money is to Australian currency;
- (g) a reference to "discretion" means "absolute discretion";
- (h) the plural includes the singular and vice versa;
- (i) where You comprise of more than one person, each of the persons comprising You will be jointly and severally liable under the Agreement;
- (j) when a time limit falls on a Saturday, Sunday or public holiday in New South Wales, that time limit will be taken to have ended by 5 pm on the next Business Day;
- (k) the background and headings are included for convenience only and do not affect the interpretation of the Agreement;
- (l) each defined term includes all grammatical forms of that term; and
- (m) to the extent that an item is not completed in the Schedule, that item will be taken as "not applicable" for the purposes of the Agreement.

2 Agreement

- 2.1 Parts of the Agreement and order of precedence

(a) The Agreement consists of the following parts (in order of precedence):

(i) these Standard Terms;

(ii) the Schedule; and

(iii) any Attachments.

(b) Subject to clause 2.1(c), if there is any ambiguity in or inconsistency between the various parts of the Agreement, the ambiguity or inconsistency will be resolved by applying the order of precedence referred to above.

(c) The Supplementary Conditions will not prevail over any provisions in the Standard Terms unless it is expressly stated in the Supplementary Conditions that such terms are to prevail.

- 2.2 No exclusivity

You acknowledge that You are not the exclusive provider of the kinds of services contemplated by the Agreement and We may, at any time and from

time to time provide, or engage a third party to provide, services the same as, or similar to, the Services.

### 3 Term

**3.1 Initial Term** The Agreement commences on the Date of the Agreement and continues for the Initial Term unless earlier terminated by a party, or extended by Us, in accordance with the Agreement.

**3.2 Extension period** We may elect to extend the Term for the extension period (if any) stated in the Schedule by notifying You in writing no later than 30 days prior to the expiry of the Initial Term.

### 4 Our obligations

**4.1 General** We agree to provide the Funds to You as outlined in the Agreement.

**4.2 Our conduct**

- (a) We agree to liaise and work collaboratively with You to monitor, review and evaluate the Services.
- (b) Where practicable, We agree to provide You with details of how to access current information, including relevant government policies, procedures and guidelines, applicable to the provision of the Services.

### 5 Your obligations

**5.1 Provision of the Services**

- (a) You agree to provide the Services:
  - (i) to any Target Group;
  - (ii) in a proper, timely and efficient manner and to a high ethical and professional standard;
  - (iii) in accordance with any Budget for the Services;
  - (iv) so as to meet any Milestones;
  - (v) with the aim of achieving the Objectives;
  - (vi) in compliance with any Supplementary Conditions; and
  - (vii) in accordance with all other requirements of the Agreement.
- (b) You remain fully responsible for providing the Services and for otherwise complying with Your obligations under the Agreement and will not be relieved of this responsibility because of:
  - (i) any involvement of Us in the provision of the Services; or
  - (ii) Our payment of Funds to You.

**5.2 Compliance with laws,** You agree that in carrying out the Services You and Your Personnel will:

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**standards and policies**

- (a) comply with all applicable laws (including laws relating to child protection, work health and safety, superannuation, workers compensation, employment screening, privacy, workplace relations and tax);
  - (b) comply with any applicable Notified Policies;
  - (c) comply with any applicable Standards;
  - (d) comply with the constitution, governing rules, memorandum of association, or articles of association (as the case may be) of the Provider in carrying out the Services;
  - (e) hold and maintain all licences, approvals, consents, accreditations or registrations that are necessary for You and Your Personnel to provide the Services, including those We reasonably request in writing; and
  - (f) to the extent reasonably practicable, ensure the health and safety of Your Personnel.
- 

**5.3 Performance and Outcome Measures**

- (a) You agree to meet or exceed the Performance and Outcome Measures.
  - (b) You agree to put in place systems to record and measure Your performance against the Performance and Outcome Measures.
  - (c) You agree to monitor and report on Your performance against the Performance and Outcome Measures in accordance with the requirements stated in the Schedule and any other requirements We notify You of in writing.
- 

**5.4 Complaints**

Where the Services are provided to members of the public, You agree to:

- (a) have in place during the Term a complaints process which is regularly reviewed and updated to deal with any complaints about the Services;
  - (b) maintain and keep updated a complaints register that contains accurate and comprehensive details of all complaints received in relation to the Services in accordance with the requirements of clause 19.2;
  - (c) ensure that Your complaints process includes advising a person who makes a complaint that if they are unsatisfied with the outcome of the complaint they may also complain to Us or a relevant complaints agency;
  - (d) provide Us, or any person We nominate, with access to Your complaints register and any other material relevant to any complaint, where requested to do so; and
  - (e) keep and implement a document outlining Your procedure for dealing with complaints about the Services and make it available for viewing by any person on request.
- 

**5.5 Aboriginal and Torres Strait**

- (a) You agree to use best endeavours to ensure that the Services are culturally accessible to Aboriginal Persons and/or Torres Strait
-

**Islander service provision**

Islander Persons having regard to the diversity of needs of such persons, including the needs of persons from urban, regional and remote areas.

- (b) Where the Target Group for the Services are Aboriginal Persons and/or Torres Strait Islander Persons, You agree to use best endeavours to engage relevant individuals, families, cultural custodians, clan and language groups, community organisations, communities and/or representatives deemed appropriate by the community in the design, provision and evaluation of the Services so that the Services are appropriate to local community and cultural needs.
- (c) You agree to provide Us with evidence of Your compliance with this clause 5.5 upon request.

## 6 Personnel and subcontractors

### 6.1 Personnel

- (a) You are solely responsible for:
  - (i) all Personnel employed or otherwise supported from the Funds or engaged in relation to the Agreement; and
  - (ii) the payment of all wages, entitlements, superannuation, payroll and any other tax and associated costs applicable to Your Personnel.
- (b) You agree to use appropriately trained, qualified and experienced Personnel who hold all legally required authorisations, accreditations, permits and clearances necessary to carry out their roles in relation to the Services.
- (c) Before any Personnel undertake any function or role in relation to the Services, You agree to:
  - (i) ensure that such Personnel are not prohibited or disqualified under any law from being employed or engaged to undertake such a role or function, or are not otherwise undesirable to work with children or vulnerable persons where the Personnel may have contact with children or vulnerable persons;
  - (ii) have regard to whether any national criminal record check or other probity check of the Personnel is relevant to and may impact on the suitability of the Personnel to perform their function or role in relation to the Services; and
  - (iii) provide Us with evidence to Our satisfaction of Your compliance with clauses 6.1(c)(i) and 6.1(c)(ii).
- (d) Without limiting any other terms of the Agreement, if the Services involve child-related work under the CPWC Act, You agree to:
  - (i) if You are an “employer” for the purposes of section 9 of the CPWC Act, ensure that all mandatory employment screening (referred to in the CPWC Act as the “working with children check clearance”) has been undertaken on all Personnel

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engaged to work in "child-related work" (as defined in the CPWC Act), prior to such Personnel performing any such work; and

- (ii) have risk assessment procedures and risk plans in place to ensure compliance with the CPWC Act.
- (e) You agree to ensure that a person who is a Barred Person, or who is otherwise undesirable to work with children, does not undertake "child-related work" (as defined in the CPWC Act) under or in relation to the Agreement.
- (f) You agree to:
  - (i) identify and comply with Your statutory obligations when engaging others in "child-related work" (as defined in the CPWC Act);
  - (ii) ensure that Your Personnel are aware of and comply with their own statutory obligations in relation to such "child-related work"; and
  - (iii) ensure that You and Your Personnel do not engage in any conduct that may bring Us into disrepute or lead to Reputational Proceedings being commenced.
- (g) You agree to give Us on request such information as We may reasonably require in order for Us to assess Your compliance with this clause 6.1.

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**6.2 Objections to and removal of Personnel**

- (a) We may object to any Personnel allocated by You to provide the Services where such Personnel have engaged in misconduct or cannot perform the inherent requirements of the Services. Where We make any such objection to Your Personnel:
  - (i) You agree not to allocate such Personnel to the Services; and
  - (ii) We will consult with You about the objection.
- (b) Without limiting any other term of the Agreement, We may require the immediate removal of Personnel from undertaking any function or role in relation to the Services where, in Our reasonable opinion, the Personnel represents an unacceptable risk to any person who receives the benefit of the Services.

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**6.3 Subcontracting**

- (a) In this clause 6.3, "subcontract" includes entering into a joint venture, partnership or agency relationship.
  - (b) You agree not to subcontract the whole or any part of the Services without Our prior written consent except to the extent stated in the Schedule.
  - (c) We may in Our discretion:
    - (i) approve or not approve the engagement of any subcontractor; and
-

- (ii) impose any conditions on Our approval of a subcontractor that We consider appropriate.
- (d) You agree:
  - (i) that subcontracting of any part of the Services by You does not in any way reduce Your responsibility for those Services;
  - (ii) You are liable for any subcontractor's acts and omissions as if they were Your own;
  - (iii) that any subcontract You enter into with a subcontractor in relation to the Services must be consistent with the Agreement; and
  - (iv) to ensure that all subcontractors comply with the terms of the Agreement as if they were a party to it.
- (e) We may at any time require You to immediately cease using any subcontractor on reasonable grounds by notice in writing to You and You agree to comply with any such notice.

## 7 Conflicts of Interest

- |                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>7.1 Diligent enquiries</b>                                      | <p>You will take all steps as are reasonably practicable to ensure that:</p> <ul style="list-style-type: none"><li>(a) as far as You are aware and after making diligent enquiries, at the Date of the Agreement no Conflict of Interest exists or is likely to arise in relation to the Agreement; and</li><li>(b) You will not (and agree to take all reasonable steps to ensure Your Personnel do not) engage in any activity or obtain any interest that gives rise to a Conflict of Interest.</li></ul>                                                                                          |
| <b>7.2 Dealing with Conflicts of Interest</b>                      | <p>If You become aware of an actual or possible Conflict of Interest, You agree to:</p> <ul style="list-style-type: none"><li>(a) notify Us immediately in writing of the Conflict of Interest, making full disclosure of all relevant information relating to the Conflict of Interest and setting out the steps You propose to take to manage, eliminate, resolve or otherwise deal with the Conflict of Interest; and</li><li>(b) take such steps as We may reasonably require of You to manage, eliminate, resolve or otherwise deal with the Conflict of Interest to Our satisfaction.</li></ul> |
| <b>7.3 Dealing with Conflicts of Interest where notified by Us</b> | <p>If We notify You of an actual or possible Conflict of Interest, You agree to:</p> <ul style="list-style-type: none"><li>(a) make full disclosure of all relevant information relating to the Conflict of Interest and set out the steps You propose to take to manage, eliminate, resolve or otherwise deal with the Conflict of Interest; and</li><li>(b) take such steps as We may reasonably require of You to manage, eliminate, resolve or otherwise deal with the Conflict of Interest to Our satisfaction.</li></ul>                                                                        |

## 8 Notifications

- 8.1 Notification as soon as reasonably practicable** Without limiting any other term of the Agreement, You agree to notify Us in writing as soon as reasonably practicable of any of the following:
- (a) changes to Your name, address and contact details;
  - (b) any actual or proposed material change in Your constitution, rules or memorandum or articles of association (to the extent relevant) which:
    - (i) will or may affect Your ability to provide the Services; or
    - (ii) would have affected Our original decision to approve the provision of the Funds to You;
  - (c) any relevant matters that You reasonably think might affect Your ability to provide the Services or otherwise meet Your obligations under the Agreement; or
  - (d) any Change of Control that materially affects Your ability to provide the Services.

- 8.2 Immediate notification** Without limiting any other term of the Agreement, You agree to notify Us in writing immediately of any of the following:
- (a) any non-compliance with applicable work health and safety laws;
  - (b) any actual or proposed action relating to an Insolvency Event;
  - (c) any current, pending or threatened Reputational Proceedings;
  - (d) any Alleged Misconduct or Serious Incident; or
  - (e) the occurrence of any other circumstances as may be stated in the Schedule.

## 9 Payment, use and management of Funds

- 9.1 Payment**
- (a) We agree to pay the Funds to You at the times and in the amounts stated in the Schedule subject to You meeting Your obligations under the Agreement to Our reasonable satisfaction.
  - (b) You agree to:
    - (i) immediately deposit and keep all Funds that We pay to You in an account with an Australian branch of an established bank, building society or credit union that is solely controlled by You and allows for the Funds to be separately identified;
    - (ii) notify Us upon request of Your account details for the purpose of paying You the Funds or if Your account details change; and
    - (iii) comply with any other requirements in respect of the Funds as may be stated in the Schedule.

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- (c) You agree that payment of all or part of the Funds to You is not an admission by Us that You have met Your obligations under the Agreement.
  - (d) Unless otherwise expressly provided in the Agreement, You are responsible for all costs and expenses in relation to the Services and the performance of Your obligations under the Agreement.
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**9.2 Budget**

- (a) If stated in the Schedule, You agree to provide Us with an updated Budget.
  - (b) You agree to:
    - (i) ensure that any updated Budget is prepared diligently, effectively and to a high professional standard and consistent with any conditions stated in the Schedule; and
    - (ii) provide the updated Budget to Us for review on or before the date or dates stated in the Schedule.
  - (c) An updated Budget is subject to acceptance or rejection in accordance with clause 19.1. The incorporation of the updated Budget into the Agreement is not a variation to the Agreement.
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**9.3 Use of the Funds**

- Unless We otherwise provide Our prior written consent, You agree to:
- (a) use the Funds only:
    - (i) to provide the Services, or to procure any Assets required for the Services as stated in the Schedule, in accordance with the Agreement;
    - (ii) in accordance with the Budget and any Budget conditions stated in the Schedule; and
    - (iii) in accordance with any time periods stated in the Schedule for the expenditure of the Funds; and
  - (b) not commit any Funds for expenditure where such expenditure is likely to occur after the end of the Term.
- 

**9.4 Interest**

- You agree to:
- (a) use and deal with any interest earned on the Funds as if that interest is part of the Funds;
  - (b) only use interest earned on the Funds for the purposes of the Agreement; and
  - (c) report to Us on the amount of any interest earned on the Funds.
- 

**9.5 Unspent or misspent Funds during the Term**

- If at any time during the Term We form the reasonable opinion, after having discussed or made a reasonable attempt to discuss the matter with You, that:
- (a) You have received Funds that have not been spent or contractually committed for the Services in accordance with the Agreement, including as a result of You having a surplus or underspend for the Services; or
-

- (b) any Funds cannot be shown to Our reasonable satisfaction to have been spent or contractually committed in accordance with the Agreement;
- then, at Our discretion, We may by written notice to You:
- (c) require You to repay that part of the Funds and any interest earned on the Funds, and You agree to repay Us the amount set out in the notice within 20 Business Days;
  - (d) allow You to keep the Funds and any interest earned on the Funds;
  - (e) make an adjustment to any future payments to You during the Term; or
  - (f) require You to otherwise deal with the Funds and any interest earned on the Funds as directed by Us.

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| <b>9.6</b> <b>Unspent Funds at the end of the Term</b> | <p>Without limiting any other term of the Agreement, within 20 Business Days following the expiry or termination of the Agreement You agree to repay to Us any Funds (and any interest earned on such Funds) that:</p> <ul style="list-style-type: none"> <li>(a) have not been spent or contractually committed to be paid to a third party in relation to the Services in a way that can be identified in a written contractual arrangement with that third party; or</li> <li>(b) cannot be shown to Our reasonable satisfaction to have been spent or committed in accordance with the Agreement.</li> </ul> |
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| <b>9.7</b> <b>Increases in the Funds</b> | <ul style="list-style-type: none"> <li>(a) We may, in Our discretion, increase the amount of the Funds from time to time without a variation to the Agreement.</li> <li>(b) We may make an Indexation increase of the Funds to You from time to time, without a variation to the Agreement. For the purposes of this clause "Indexation" means a percentage increase of Funds as determined by Us.</li> </ul> |
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| <b>9.8</b> <b>Additional contributions</b> | <ul style="list-style-type: none"> <li>(a) You must notify Us, in writing, within 10 Business Days if any funding is provided to You by any other agency or authority in relation to the facilitation of the Services.</li> </ul> |
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## 10     GST

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| <b>10.1</b> <b>Definitions</b> | <p>In this clause 10:</p> <ul style="list-style-type: none"> <li>(a) "<b>GST Act</b>" means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth);</li> <li>(b) "<b>GST Law</b>" has the same meaning as in the GST Act;</li> <li>(c) "<b>Ruling</b>" means a published GST ruling, GST determination or similar document issued by the Commissioner of Taxation; and</li> </ul> |
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- (d) all other words and expressions which are not defined in the Agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.
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**10.2 Consideration GST exclusive** Unless otherwise stated in the Agreement, amounts payable, and consideration to be provided, under any provision of the Agreement exclude GST.

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**10.3 GST payable**

(a) If a party ("**supplier**") makes a supply under or in connection with the Agreement in respect of which GST is payable, the recipient of the supply ("**recipient**") will pay to the supplier an amount equal to the GST payable on the supply at the time the recipient pays or provides any part of the consideration for the supply.

(b) If any amount on account of GST has been included in the consideration for a supply under the Agreement, the GST amount is as stated in the Schedule.

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**10.4 Tax invoice** Except where clause 10.7 applies:

(a) the supplier agrees to deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under clause 10.3(a); and

(b) the recipient can withhold payment of the amount payable under clause 10.3(a) until the supplier provides a tax invoice or an adjustment note as appropriate.

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**10.5 Adjustment event** If an adjustment event arises in respect of a taxable supply made by a supplier under the Agreement, the amount payable by the recipient under clause 10.3(a) will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

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**10.6 Pay or reimburse** Where a party is required under the Agreement to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

(a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and

(b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

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| <b>10.7 Issuing recipient created tax invoices and adjustment notes</b> | <p>Where You make a taxable supply under or in connection with the Agreement, the parties agree that:</p> <ul style="list-style-type: none"> <li>(a) We, where permitted by the GST Law and Rulings, may issue a recipient created tax invoice for the supply by You in accordance with the GST Law and Rulings, and We will retain the original or the copy; and</li> <li>(b) where We issue You with a recipient created tax invoice pursuant to clause 10.7(a): <ul style="list-style-type: none"> <li>(i) You will not issue tax invoices in relation to the supply; and</li> <li>(ii) We, and not You, will issue an adjustment note to Us for any adjustment event that arises in relation to the supply, and We will retain the original or the copy.</li> </ul> </li> </ul> |
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| <b>10.8 Acknowledgements</b> | <p>The parties acknowledge and agree that each party is registered for GST at the Date of the Agreement and that it will notify the other party if it ceases to be so registered, or if it otherwise ceases to be entitled to enter into a recipient created tax invoice arrangement.</p> |
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## 11 Assets

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>11.1 Obligations regarding Assets</b> | <ul style="list-style-type: none"> <li>(a) You agree to: <ul style="list-style-type: none"> <li>(i) comply with any obligations relating to the Assets stated in the Schedule, including any Supplementary Conditions;</li> <li>(ii) not use the Funds to procure Assets unless You are procuring Assets that are stated in the Budget or the Schedule and We have given Our prior written approval to procure those Assets;</li> <li>(iii) ensure You receive value for money in procuring any Assets;</li> <li>(iv) unless otherwise stated in the Schedule, use each Asset solely for the purpose of providing the Services for which the Asset has been acquired;</li> <li>(v) hold all Assets securely and safeguard the Assets against theft, loss, damage or unauthorised use;</li> <li>(vi) maintain the Assets in good working order;</li> <li>(vii) maintain appropriate insurance in respect of the Assets;</li> <li>(viii) be responsible for maintaining any necessary registration and licensing of the Assets;</li> <li>(ix) not encumber or dispose of any Asset, or deal with or use an Asset, other than in accordance with this clause without Our prior written approval;</li> <li>(x) not dispose of an Asset without Our prior written approval; and</li> <li>(xi) be fully responsible for, and bear all risk relating to, the use and any approved disposal of the Assets.</li> </ul> </li> </ul> |
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- (b) If we provide our prior written approval to the disposal of an Asset during the Term, You agree at Our direction to:
  - (i) pay to Us within 20 Business Days of the date of the disposal, the written down value of the Asset using the Australian Taxation Office depreciation rates to calculate the depreciation of the Asset;
  - (ii) pay to Us within 20 Business Days of the date of the disposal, the proceeds of the disposal, less an amount equal to the sum of Your proportionate contribution to the purchase price of the Asset and Your reasonable costs of disposal of the Asset; or
  - (iii) use the funds from the disposal of the Asset for a purpose approved in writing by Us.
- (c) On expiry or termination of the Agreement, You agree at Our direction to:
  - (i) pay to Us within 20 Business Days, the written down value of the Asset using the Australian Taxation Office depreciation rates to calculate the depreciation of the Asset;
  - (ii) dispose of the Asset for the best price reasonably obtainable and pay to Us within 20 Business Days of the date of the disposal the proceeds of the disposal, less an amount equal to the sum of Your proportionate contribution to the purchase price of the Asset and Your reasonable costs of disposing of the Asset; or
  - (iii) use the Asset on such terms and conditions as may be approved in writing by Us.
- (d) You agree that the proceeds from any disposal of any Asset are to be treated as if they are part of the Funds.

|                                 |                                                                                                                                                    |
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| <b>11.2 Ownership of Assets</b> | Unless otherwise stated in the Schedule, You will be the legal and beneficial owner of any assets (including the Assets) purchased with the Funds. |
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|                                |                                                                                                                                                                                                                                        |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>11.3 Register of Assets</b> | You agree to: <ul style="list-style-type: none"> <li>(a) record all Assets in an Asset Register; and</li> <li>(b) provide a copy of the Asset Register to Us as part of any reporting requirements or when requested by Us.</li> </ul> |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 12 Suspension

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>12.1 Suspension of Funds and Services</b> | <ul style="list-style-type: none"> <li>(a) We may immediately suspend the whole or any part of the payment of the Funds or require you to suspend Your use of the whole or any part of the Funds, by giving written notice to You, if:           <ul style="list-style-type: none"> <li>(i) You have failed, or in Our reasonable opinion are likely to fail, to provide the Services in accordance with the Agreement;</li> </ul> </li> </ul> |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- (ii) You have spent the Funds other than in accordance with the Agreement;
  - (iii) Your provision of the Services is affected by an Intervening Event;
  - (iv) You have breached any other term of the Agreement;
  - (v) We reasonably suspect that You are not Financially Stable;
  - (vi) You or any of Your Personnel have breached, or We reasonably suspect You have breached, any laws relating to the Services; or
  - (vii) You suspend the Services otherwise than as permitted by the Agreement.
- (b) We may, by giving written notice to You, require You to reduce the Services to be provided under the Agreement to reflect any suspension or withholding of all or part of the Funds under clause 12.1(a).
  - (c) A notice under clause 12.1(a) or (b) will contain the reasons for any payment being withheld or the requirement for any Services to be reduced and the steps You can take to address those reasons.

## **12.2 Addressing issues in a suspension notice**

- (a) Subject to any other right of Ours under the Agreement, We will pay any Funds withheld as a result of any suspension under clauses 12.1(a) or (b) once You have addressed the reasons contained in a notice under those clauses to Our reasonable satisfaction.
- (b) If You have failed to address the reasons contained in a notice under clauses 12.1(a) or (b) to Our reasonable satisfaction within 20 Business Days of receipt of the notice, We may exercise Our rights under clause 13.

## **13 Termination and expiry**

### **13.1 Termination for cause**

- Without limiting Our other rights under the Agreement, We may terminate the Agreement with immediate effect by giving notice to You, if:
- (a) You breach a provision of the Agreement and You fail to remedy the breach within 20 Business Days following receipt of a notice requiring You to do so (or such longer period as We may specify);
  - (b) You repeatedly breach a provision of the Agreement and We have provided You with an opportunity to remedy those breaches, whether or not You have remedied those breaches;
  - (c) We are reasonably satisfied that any statement provided by You and relied upon by Us to approve the Funds is incorrect, incomplete, false or misleading in way which would have affected the original decision to approve the Funds;

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- (d) You have a Change of Control that We reasonably believe will have an adverse impact on the decision to pay the Funds or Your ability to perform Your obligations under the Agreement;
  - (e) You suffer an Insolvency Event;
  - (f) to the extent relevant, a change to Your constitution, rules, memorandum or articles of association or operations means that You are no longer eligible for the Funds or You are no longer able to comply with the Agreement;
  - (g) You no longer have the requisite authorisations, licenses, accreditation, registrations or consents to be legally capable of providing the Services or performing Your obligations under the Agreement; or
  - (h) You have failed to notify Us of a Conflict of Interest, You are unable or unwilling to resolve the Conflict of Interest to Our reasonable satisfaction or, in Our opinion, a Conflict of Interest exists which prevents Your performance of the Agreement.
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**13.2 Termination without fault**

- (a) We may terminate the Agreement at any time by giving You a minimum of 90 days notice where We are required to cease providing Funds to You because of changes to the State budget or any guidelines or policies of the State or Commonwealth Government.
  - (b) Without limiting clause 13.2(a), either party may terminate the Agreement at any time for any reason by giving the other party at least 6 months written notice.
  - (c) The party electing to terminate under this clause 13.2 agrees to pay any reasonable costs directly and necessarily incurred by the other party as a result of the termination under this clause 13.2 (excluding any loss of profits or income) as long as the costs are proven to the terminating party's reasonable satisfaction.
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**13.3 Consequences of expiry or termination**

- (a) On expiry or termination of the Agreement, We may direct You to:
    - (i) promptly deliver to Us or Our nominee; or
    - (ii) destroy, all of Our Confidential Information and any Agreement Material and Records that You hold or control that are required for the provision of the Services and the performance of Your obligations under the Agreement, and You agree to comply with any such direction.
  - (b) Our liability to You on termination of the Agreement (including under clause 13.2) is limited to the amount of unpaid Funds remaining at the date of termination of the Agreement.
  - (c) On expiry or termination of the Agreement, You agree to:
    - (i) repay any unspent Funds in accordance with clause 9.6;
    - (ii) deal with any Asset in accordance with clause 11.1(c);
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- (iii) within 20 Business Days of the expiry or termination of the Agreement, provide Us with any outstanding reports or data due to Us under the Agreement;
- (iv) provide Us with any reports and Records that We reasonably require of You; and
- (v) provide Us with all reasonable assistance to ensure the orderly transition of the Services and Assets to Us or Our nominee. Where the Agreement is terminated under clause 13.1, You agree to provide this assistance to Us at Your cost.

## 14 Intervening Events

- 14.1 Obligations relating to Intervening Events**
- (a) You agree to notify Us if You are, or reasonably believe You will be, prevented from performing Your obligations under the Agreement due to an Intervening Event.
  - (b) The notice under clause 14.1(a) must contain details of the Intervening Event including the extent the Intervening Event has affected or may affect Your obligations under the Agreement.
  - (c) You agree to take all reasonable steps to remove, overcome or minimise the effects of an Intervening Event on the performance of Your obligations under the Agreement.
- 14.2 Consequences of an Intervening Event**
- (a) We may terminate the Agreement if You cannot provide the Services for more than 2 calendar months due to an Intervening Event.
  - (b) We can arrange another provider for the Services while the Services are suspended due to an Intervening Event, without being liable to You.

## 15 Reviews and other rights

- 15.1 Review**
- You agree to:
- (a) liaise with Us; and
  - (b) comply with all of Our reasonable requests, directions and requirements,
- in relation to any monitoring, review or evaluation of the Services that is conducted by or for Us.
- 15.2 Access to premises and records**
- (a) You agree that at any time during the Term and for a period of 7 years after the expiry or termination of the Agreement You will give Us, any persons nominated by Us and any Public Accountability Body access to:
    - (i) Your premises or the premises where the Services are or were provided;
    - (ii) the premises at which any Assets are located; and

- (iii) copies of any Records held or created by You in relation to the Agreement,

for purposes associated with the Agreement, including to:

- (iv) monitor or review the Services, including to assess the effectiveness of the Services or to support improvements in the provision of the Services; and
  - (v) review, audit or investigate Your performance under the Agreement.
- (b) We will, whenever practicable, provide You with reasonable prior notice of any access referred to in clause 15.2(a).
  - (c) When accessing premises and/or Records in accordance with this clause 15.2, We will use Our best endeavours to minimise interference to Your employees and the conduct of the Services.
  - (d) You agree to ensure that any subcontract You enter into for the purposes of the Agreement allows the persons referred to in clause 15.2(a) to have the access contemplated by clause 15.2(a).
  - (e) Nothing in this clause 15.2 limits or restricts in any way the authority or rights of any Public Accountability Body.

### **15.3 Cooperation and assistance**

You agree to:

- (a) cooperate with and assist Us and any of the other persons referred to in clause 15.2(a) to have the information and access contemplated by clause 15.2(a);
- (b) participate in any performance reviews requested by Us from time to time, including in respect of Your compliance with the Performance and Outcome Measures;
- (c) give full and free access to Your Material and Personnel necessary to conduct a review, audit or investigation of Your performance under the Agreement; and
- (d) allow Us and any of the other persons referred to in clause 15.2(a) to inspect and copy any information necessary to conduct such review, audit or investigation.

## **16 Intellectual Property Rights**

### **16.1 Ownership of Intellectual Property Rights**

- (a) Subject to clause 19.4(e) and except as otherwise stated in the Schedule:
  - (i) You own all Intellectual Property Rights in the Agreement Material upon its creation; and
  - (ii) nothing in the Agreement affects ownership of Intellectual Property Rights in either party's Other Material or in any Third Party Material.
- (b) If the Services provided in accordance with the Agreement involve or impact on the cultural and intellectual property rights of Aboriginal

Persons and/or Torres Strait Islander Persons, the parties recognise the need to respect those rights, and where practicable agree to take measures to protect those rights.

- 16.2 Licensing of Intellectual Property Rights**
- (a) Unless the Schedule provides otherwise, You grant Us a perpetual, irrevocable, royalty-free, worldwide, non-exclusive and transferrable licence (including the right to sub-license) to use, copy, modify and exploit the Agreement Material.
  - (b) You grant Us a perpetual, irrevocable, royalty-free, worldwide, non-exclusive and transferrable licence (including the right to sub-license) to use, copy, modify and exploit the Third Party Materials and Your Other Material, but only in conjunction with the Agreement Material.
  - (c) You agree to promptly provide Us with copies of any Agreement Material upon request.

- 16.3 Use of Intellectual Property Rights**
- (a) You agree to ensure that in complying with the Agreement, You and Your Personnel do not infringe any person's Intellectual Property Rights or Moral Rights or authorise the infringement of any such rights.
  - (b) Without limiting clause 16.3(a), You agree that:
    - (i) Our use of any Agreement Material, Third Party Material or Other Material provided by You pursuant to the Agreement will not infringe the Intellectual Property Rights or Moral Rights of any person; and
    - (ii) You will ensure that at all relevant times You hold all necessary rights and consents to allow Us to exercise Our rights under this clause 16.

- 16.4 Moral Rights**
- (a) You agree to obtain all necessary consents to any act or omission that might otherwise infringe a person's Moral Rights under or in connection with the Agreement, including acts or omissions that occurred before, on or after the Date of the Agreement.
  - (b) You agree to provide Us with written copies of the consents referred to in clause 16.4(a) on request and immediately notify Us if You cannot obtain any such consent.

## 17 Confidential, sensitive and cultural information

- 17.1 Confidential Information**
- (a) Subject to clause 17.1(b), each party agrees to not disclose Confidential Information of the other party without the prior written approval of such other party.
  - (b) Subject to clause 17.1(d), a party may disclose Confidential Information of the other party to the extent that the Confidential Information is:
    - (i) reasonably required by any persons performing obligations in relation to the Agreement or to a party's legal and professional

advisors, provided that the Confidential Information is used solely for the purpose of complying with the Agreement;

- (ii) authorised or required by law to be disclosed;
  - (iii) publicised and reported by Us or the NSW Government on the awarding of the Funds;
  - (iv) shared by Us with another government agency, body or Minister for their legitimate interests; or
  - (v) disclosed in order to give the public information about any action that We take in relation to the Agreement.
- (c) If requested by Us, You agree to arrange for Your Personnel to sign individual confidentiality deeds (in a form suitable to Us) and promptly provide Us with signed copies.
- (d) Nothing in the Agreement authorises or requires a party to disclose information that is contrary to any law.

**17.2 Information of a sensitive or cultural nature**

We will not publish any information that You reasonably consider to be, and identify to Us as being, of a sensitive or cultural nature unless:

- (a) We consult with You; or
- (b) it is in accordance with clause 17.1.

**18 Privacy**

**18.1 Compliance with Privacy Legislation**

- (a) In providing the Services under this Agreement, You agree to comply with the Privacy Legislation as if You are Us.
- (b) In performing Your obligations under the Agreement You agree to comply with any direction of Us in respect of compliance with the Privacy Legislation.

**18.2 Other privacy obligations**

- (a) Without limiting Your other obligations under the Agreement, You agree to immediately notify Us if You have reasonable grounds to believe that there has been a breach of the Privacy Legislation in connection with the Services or the Agreement.
- (b) You will take all reasonable steps to ensure that relevant persons are made aware that the information You collect in relation to the Services may be provided to Us for the purposes of auditing or assessing Your compliance with the Agreement.

**19 Documents, Records and reports**

**19.1 Submission of documents**

- (a) We may:
  - (i) review any document, or any resubmitted document, prepared and required to be submitted by You under the Agreement; and

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- (ii) within 10 Business Days of the submission by You of such document or resubmitted document (or such later time as we may advise), accept or reject the document.
  - (b) If any document is rejected, You agree to address any comments made by Us in relation to the document and resubmit the amended document to Us for review.
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**19.2 Record keeping**

- (a) You agree to keep full and accurate Records in relation to the Agreement:
    - (i) in accordance with applicable Notified Policies, Standards, Accounting Standards and laws;
    - (ii) for the Term and for a period of 7 years after the expiry or termination of the Agreement or such longer period as may be required by law or specified by Us in writing; and
    - (iii) in such a way so as to allow the Records to be easily accessed, retrieved and used by Us.
  - (b) You agree to keep sufficient Records so that:
    - (i) all accounting and financial transactions, including receipts, proof of purchases, invoices and payment information relating to the Funds are clearly separate and identified from Your other financial and operational accounts and records;
    - (ii) if required by Us or law, financial statements can be prepared in accordance with Accounting Standards;
    - (iii) if required by Us or law, accounts and records can be audited in accordance with Auditing Standards;
    - (iv) proper operational records are able to verify Your performance of Your obligations under the Agreement; and
    - (v) any Asset Register is maintained in accordance with the Agreement.
  - (c) You agree to dispose of the Records referred to in this clause 19.2, once they are no longer required to be maintained in accordance with clause 19.2, in accordance with sound records management practice or as otherwise specified in writing by Us and in accordance with all laws. This clause 19.2(c) does not apply to the extent that You are required to retain a Record for Your internal governance and compliance purposes.
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**19.3 GIPA Act**

- (a) You acknowledge that We may disclose certain information in relation to the Agreement in accordance with Our obligations under the *Government Information (Public Access) Act 2009* (NSW) (**GIPA Act**), including making certain information about the Agreement publicly available in any register of contracts We are required to maintain under the GIPA Act.
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- (b) You agree to, within 7 Business Days of receiving a written request from Us, provide Us with immediate access to the following information contained in records held by You:
    - (i) information that relates directly to the performance of the Services by You;
    - (ii) information collected by You from members of the public to whom You provide, or offer to provide, the Services; and
    - (iii) information received by You from Us to enable You to provide the Services.
  - (c) For the purpose of clause 19.3(b), "information" does not include:
    - (i) information that discloses or would tend to disclose Your financing arrangements, financing modelling, cost structure or profit margins;
    - (ii) information that You are prohibited from disclosing to Us by provision made by or under any Act of any State or Territory, or of the Commonwealth; or
    - (iii) information that, if disclosed to Us, could reasonably be expected to place You at a substantial commercial disadvantage in relation to Us, whether at present or in the future.
  - (d) You agree to provide copies of any of the information requested by Us in accordance with clause 19.3(b) at Your own cost.
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**19.4 Reports and information**

- (a) You agree to provide Us with all reports and information at the times and in the format reasonably specified by Us from time to time during the Term, including in accordance with any reporting requirements:
    - (i) stated in the Schedule and elsewhere in the Agreement; or
    - (ii) that We may otherwise notify You of from time to time during the Term.
  - (b) You agree to provide reports and information in accordance with, if required by Us:
    - (i) applicable policies or guidelines which We specify; and
    - (ii) relevant Accounting Standards.
  - (c) In addition to any requirements to provide reports or information to Us, You agree to provide Us with any information, records or reports in relation to the Services, the expenditure of the Funds or Your obligations under the Agreement, when requested to do so by Us.
  - (d) All reports and information provided by You to Us will be of a standard, and provided in a way, reasonably acceptable to Us.
  - (e) Unless otherwise stated in the Schedule, You agree:
    - (i) to transfer to us all Intellectual Property Rights in any reports provided by You under the Agreement; and
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- (ii) that You must not publish or provide the reports to any third parties without Our prior written consent.
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**19.5 Government information sharing**

Without limiting or otherwise restricting any other clause of the Agreement:

- (a) You authorise Us to make information concerning You available to other NSW Government agencies, including any information provided by You to Us and any information relating to Your performance under the Agreement;
- (b) You acknowledge that information about You from any source, including substantiated reports of unsatisfactory performance, may be taken into account by NSW Government agencies considering whether to offer You future opportunities for NSW Government work;
- (c) You agree that the communication of such information to any NSW Government agency is a communication falling within section 30 of the *Defamation Act 2005* (NSW); and
- (d) You release and indemnify Us and the State of New South Wales from and against any claim in respect of any matter arising out of such communications.

## 20 Insurance and indemnity

**20.1 Insurance**

- (a) Subject to clause 20.1(b), You agree to take out and maintain adequate insurance policies with a reputable insurer(s):
  - (i) to comply with Your legal obligations and cover Your business and operational risks in relation to the Agreement; and
  - (ii) for the Term, except for those policies providing cover on a 'claims made' basis, which You agree to maintain for the Term and a period of at least six years thereafter.
- (b) Without affecting Your obligations under clause 20.1(a), You agree to effect and maintain any insurance stated in the Schedule on the terms stated in the Schedule.
- (c) If We request, You agree to give Us satisfactory evidence of the insurance policies You are required to effect and maintain under the Agreement.
- (d) You agree to immediately notify Us of any event which affects or may affect Your compliance with this clause 20.1.

**20.2 Indemnity**

- (a) You agree to indemnify, and keep indemnified, Us and Our Personnel (each an **Indemnified Person**) against any Claim that may be made or brought by any person against Us and Our Personnel arising out of or in connection with:
    - (i) any unlawful, negligent, reckless or deliberately wrongful act or omission of You or Your Personnel in relation to the Agreement;
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- (ii) a breach or claimed breach by You or Your Personnel of a third party's Intellectual Property Rights or Moral Rights that relates to Your performance of the Agreement; or
- (iii) any death, personal injury or loss of or damage to property relating to You or Your Personnel's performance of the Agreement.
- (b) Your liability to indemnify under clause 20.2(a) will be reduced proportionally to the extent that any unlawful, negligent or deliberately wrongful act or omission of an Indemnified Person caused or contributed to the Claim.
- (c) You agree to notify Us immediately if You become aware of any Claim or likely Claim, against You or Your Personnel relating to the Agreement.
- (d) We hold on trust for the Indemnified Persons the benefit of the indemnity provided by You under clause 20.2(a).

## 21 Acknowledgement and publicity

- 21.1 Acknowledgement and publicity**
- (a) You agree to acknowledge the funding support You receive from Us in any publications, advertising and promotional materials in the form and manner as may be stated in the Schedule or as reasonably requested by Us from time to time.
  - (b) You agree to notify Us before making any press or other announcements or releases relating to the Agreement, unless it is to promote the Services or is required to be made by law.
  - (c) You agree to not use Our logo or trademarks without Our prior written approval.
  - (d) You acknowledge that We or the NSW Government may publicise the awarding of the Funds at any time after they are awarded, including:
    - (i) Your name;
    - (ii) the amount of the Funds provided;
    - (iii) the title and brief description of the Services; and
    - (iv) any results or outcomes arising out of the Funds.

- 21.2 No restriction on advocacy activities**
- Nothing in the Agreement restricts the ability of You or Your Personnel from entering into public debate or advocacy activities, subject to You complying with Your obligations relating to confidentiality, privacy and Conflict of Interest.

## 22 Dispute resolution

- 22.1 Resolving disputes**
- (a) This clause 22.1 applies to any dispute which arises between the parties in relation to the Agreement.

- (b) Subject to clause 22.1(g), each party agrees to not commence or maintain any action or proceedings in any court, tribunal or otherwise without first complying with the process set out in clauses 22.1(c) to (f).
- (c) If a party considers that a dispute has arisen it may issue a written notice to the other party, setting out reasonable particulars of the matters in dispute (**Dispute Notice**).
- (d) After the issue of a Dispute Notice the nominated representatives of the parties stated in the Schedule must promptly, and not later than 5 Business Days after receipt of the Dispute Notice, hold good faith discussions with a view to trying to resolve the dispute.
- (e) If the dispute has not been resolved within 10 Business Days after receipt of the Dispute Notice (or such longer period as agreed by the parties), then the dispute must be referred to the senior representatives of the parties stated in the Schedule who must hold good faith discussions with a view to trying to resolve the dispute.
- (f) If the dispute has not been resolved within 20 Business Days after receipt of the Dispute Notice (or such longer period as agreed by the parties), either party may pursue its rights and remedies under the Agreement as it sees fit.
- (g) Nothing in this clause 22 prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief.
- (h) If, after complying with the process set out in clauses 22.1(c) to (f), the parties agree to refer the dispute to a form of alternative dispute resolution to seek to resolve the dispute, then each party agrees to bear its own costs in relation to that form of alternative dispute resolution and bear equally the cost of any person engaged to resolve the dispute under any such process.

**22.2 Continue to perform**

Notwithstanding the existence of a dispute, the parties agree to continue to perform their obligations under the Agreement, unless the nature of the dispute renders it impossible to do so.

**23 Notices and communication**

**23.1 Notice requirements**

- (a) Any notice, request, or other communication to be given or served under the Agreement must be:
  - (i) in writing;
  - (ii) signed by a duly authorised officer of the sender; and
  - (iii) delivered to the physical address or electronic mail address of the other party's representative as stated in the Schedule or as last notified by the other party.
- (b) A notice to be given or served pursuant to clause 12 or 13 must be delivered to the other party's physical address and electronic mail address.

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| <b>23.2 Receipt of notices</b> | <p>(a) Subject to clause 23.2(b), any notice, request or other communication in relation to the Agreement will be deemed to be received:</p> <ul style="list-style-type: none"> <li>(i) if delivered by hand, on the date of delivery;</li> <li>(ii) if it is sent by post within Australia, upon the expiry of 2 Business Days after the date on which it was posted or, or if it is sent by post outside Australia, upon the expiry of 7 Business Days after the date on which it was posted; and</li> <li>(iii) if transmitted by electronic mail, at the time when the electronic mail becomes capable of being retrieved by the other party at the electronic mail address designated by the other party.</li> </ul> <p>(b) If a notice, request or other communication is delivered or received on a non-Business Day or after 5 pm in the place it is sent to, it will be deemed to have been given at 9 am on the next Business Day there.</p> |
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## 24 General provisions

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| <b>24.1 Governing law and jurisdiction</b> | The Agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts. |
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| <b>24.2 Entire agreement</b> | The Agreement represents the entire agreement between You and Us in relation to the Services and the Funds and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing in relation to its subject matter. |
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| <b>24.3 Variations</b> | The Agreement can only be varied by a written document executed by both You and Us. |
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| <b>24.4 Relationship of the parties and Your status</b> | <p>(a) The parties acknowledge and agree that nothing in the Agreement creates any employment, partnership, agency or joint venture relationship between the parties.</p> <p>(b) A party does not have authority to bind the other party or incur any liability or make any representation on behalf of the other party.</p> <p>(c) You warrant that:</p> <ul style="list-style-type: none"> <li>(i) You are a legal entity capable of entering into the Agreement;</li> <li>(ii) the execution of the Agreement and the provision of the Services complies with all laws; and</li> <li>(iii) all authorisations, accreditations, licences, registrations and consents required to be obtained to provide the Services have been obtained and are valid and continuing and that You are not aware of any breaches of these.</li> </ul> <p>(d) If You provide any or all of the Services in the capacity of trustee, You warrant that You:</p> |
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- (i) are the sole trustee of the relevant trust and have been validly appointed;
- (ii) have full and valid power, authority, consents and approvals under the relevant trust to execute the Agreement and carry out the transactions contemplated by the Agreement; and
- (iii) have the right to be indemnified out of the assets of the relevant trust for all liabilities incurred by You under the Agreement.

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**24.5 Assignment and novation**

- (a) We may assign Our rights, or delegate or novate Our rights and obligations, under the Agreement to any New South Wales Government department, agency or public body created or authorised by law to administer Our functions or discharge Our role without Your consent. You agree to execute any documents We require in order to give effect to such arrangements.
- (b) You cannot assign Your rights or claim to novate Your rights and obligations under the Agreement without Our prior written consent.

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**24.6 Survival**

Clauses 7, 8, 9.6, 11, 13, 15, 16, 17, 18, 19, 20, 21, 22, and 24.6 continue to apply after termination or expiry of the Agreement, along with any other clause that should by its nature survive.

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**24.7 Severability**

If any part of the Agreement is prohibited, void, voidable, illegal or unenforceable, it is severed from the Agreement without affecting the remaining parts of the Agreement.

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**24.8 Waiver**

- (a) A right or remedy created by the Agreement cannot be waived except in writing signed by the party entitled to that right.
- (b) Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

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**24.9 Further assurances**

Each party agrees to promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements under the Agreement.

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**24.10 Costs and expenses**

- (a) Each party agrees that it will bear its own legal costs and disbursements relating to the negotiation, preparation, execution and carrying into effect of the Agreement.
- (b) You agree to pay all stamp duty assessed on or in relation to the Agreement and any instrument or transaction required by or necessary to give effect to the Agreement.

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**24.11 Counterparts**

The parties may execute the Agreement by counterparts, which together will constitute one agreement.

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## 25 Security

### 25.1 Security procedures

You must:

- (a) establish, maintain, enforce and continuously improve Your safety, and security and privacy procedures and safeguards as set out in the Notified Policies against the unauthorised access, use, disclosure, destruction, loss or alteration of Confidential Information and personal information; and
- (b) notify and keep us notified at all times of Your current safety, and security and privacy procedures and safeguards in respect of Confidential Information and personal information and keep Us notified of any amendments to such procedures and safeguards that are made from time to time.

### 25.2 Notification of Security Breach

Without prejudice to clause 25.1, You must:

- (a) comply, and ensure that Your Personnel comply, with the secrecy and security requirements of the Notified Policies;
- (b) provide us with immediate written notice if You or Your Personnel become aware of an actual, alleged or suspected breach of the secrecy and security requirements referred to in clauses 25.1 and 25.2(a) (**Security Breach**);
- (c) within 48 hours from the notification in clause 25.2(b), conduct an investigation into the Security Breach and notify Us of Your findings in respect of whether a secrecy or security breach has occurred, the nature of the breach, its consequences and plan to remedy; and
- (d) if a secrecy or security breach has occurred, as soon as reasonably practicable from the conclusion of the investigation in clause 25.2(c), remedy the secrecy or security breach and notify Us as soon as that remedy has been applied.