



Communities and Justice

30 Jun 2026
F26/4658



The Trustee for CatholicCare Sydney Trust
2C West St
Lewisham 2049

BY EMAIL

Letter of Variation – W24-MBC

Dear David,

I refer to the Agreement between The Trustee for CatholicCare Sydney Trust ('the Provider') and the Department of Communities and Justice ('the Agency') in respect of CatholicCare Fairfield MBCP and CON-038099 ('the Agreement') including any previous variations.

Previous variation

Variation #	Document date and details
2	01 Jul 2024 and Variation executed to extend MBCP delivery for two years.

In accordance with Clause 24.3 of the Agreement for Funding of Services - Standard Terms the Agency also seeks to vary the Agreement as set out in the table(s) below.

New variations

Item/Clause no.	Existing contract condition (As previously varied, if applicable)	New contract condition
Clause 9.1(a)	Existing Quarterly Payment Dates:	New Quarterly Payment Dates: 3 July 2026

	1 July 2022 1 October 2022 1 January 2023 1 April 2023 1 July 2023 1 October 2023 1 January 2024 1 April 2024 1 July 2024 1 October 2024 1 January 2025 1 April 2025 1 July 2025 1 October 2025 1 January 2026 1 April 2026	1 October 2026
Clauses 1.1 and 3.1 Initial Term	End date: 30/06/2026	End date: 31/12/2026
Clauses 1.1 and 9.1 Funds and payment	\$4,014,940.00 (exc GST)	The amount of funds to be paid for the 6 month extension is \$ \$555,704.54 (exc GST)
Clauses 1.1 and 5.1 (a)(iv)	Data Reporting: 31 January 2023, 31 July 2023, 31 January 2024, 31 July 2024, 31 January 2025, 31 July 2025, 31 January 2026, 31 July 2026	Data reporting: 31 January 2027
Clauses 1.1 and 5.1 (a)(iv)	Report on services and support: 31 January 2023, 31 July 2023, 31 January 2024, 31 July 2024, 31 January 2025,	Report on services and support: 31 January 2027

	31 July 2025, 31 January 2026, 31 July 2026	
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The variation to the Agreement will take effect from the signing of the letter by both Parties. All other terms and conditions of the Agreement remain the same.

A copy of the varied Agreement has been attached for reference.

If this letter is not signed, the Agreement will otherwise continue under the terms of the initial Agreement.

We would appreciate your response within ten business days.

If you require further information on this matter, please contact Samantha Campbell on [REDACTED] or samantha.campbell2@dcj.nsw.gov.au.

Yours sincerely,
Samantha Campbell
Senior Policy & Project Officer



Communities and Justice

EXECUTE LETTER OF VARIATION

Please note, this document must be signed by your organisation's Authorised Signatories/Signatory.

Refer to the Authorised Signatories Fact Sheet for further information.

EXECUTION

I agree that The Trustee for CatholicCare Sydney Trust
will allocate funding and provide services in accordance with this varied
Agreement.

Executed as an agreement on:

Jun 30, 2026

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:

[Redacted Signature]

Signature of authorised officer

Jennifer Quincey

Print full name

Executive Director – Women, Family and
Community Safety

Position of authorised officer

[Redacted Signature]

Signature of witness

Karen Greenhill

Print full name

Manager DFV Perpetrator Interventions

Position of witness

Signed by **The Trustee for CatholicCare Sydney Trust ABN 38841427747**

[Redacted Signature]

Signature of authorised signatory

[Redacted Name]

Print full name

CEO

Position of authorised signatory

[Redacted Signature]

Signature of authorised signatory/witness

[Redacted Name]

Print full name

Deputy CEO, Acting CEO

Position of authorised signatory/witness



Agreement for Funding of Services

Schedule

Program: Men's Behaviour Change Program

Contract ID: 1-11496052596

Contract name: CatholicCare Sydney (Fairfield) MBCP

Department of Communities and Justice
ABN 36 433 875 185

CatholicCare Sydney Limited as The Trustee for CatholicCare Sydney Trust ABN 38 841 427 747]

The Date of the Agreement for Funding of Services – Schedule is 1 July 2022

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

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

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

Details	Description
Us (Agency)	Name: Department of Communities and Justice ABN: 36 433 875 185 Address: 6 Parramatta Square, 10 Darcy Street, Parramatta NSW 2150 Position, name and contact details of Agency representative: Louise Pounder A/Director Domestic and Family Violence Strategy, Policy and Commissioning louise.pounder@justice.nsw.gov.au [REDACTED]
You (Provider)	Name: CatholicCare Sydney Limited as The Trustee for CatholicCare Sydney Trust ABN/ACN/ICN: 38 841 427 747 Address: 2c West Street, Lewisham, NSW 20490 Position, name and contact details of Provider representative: [REDACTED] Director Property, Funding and Contracts [REDACTED] [REDACTED]
Initial Term (Clauses 1.1 and 3.1)	2 years Start Date: 1 July 2022 End Date: 30 June 2024
Extension period (Clause 3.2)	Two (2) years.

Services (Clauses 1.1 and 5)	TABLE 1					
	Financial Year	Service level	Maximum quantity	Unit measure	Unit price	Line Item Total
	1 July 2022 – 30 June 2023	Delivery of the services Choosing Change MBCP as specified in Table 2 by CatholicCare Sydney	1	Service	\$0	\$978,735
	1 July 2023 – 30 June 2024	Delivery of the services Choosing Change MBCP as specified in Table 2 by CatholicCare Sydney	1	Service	\$0	\$978,735
	TOTAL					\$1,975,470

The service details are as follows:

TABLE 2

Service Level	Quantity	Target Group	Location/LGAs
MBCP Group – 18 weeks		Perpetrators of DFV	Fairfield
1:1 sessions (pre, during and post group)		Perpetrators of DFV	Fairfield
Victim Survivor Support		Victim Survivors	Fairfield

Service:

Delivery of the services Choosing Change MBCP as specified in Table 2 by CatholicCare Sydney

Target Group (Clauses 1.1 and 5.1(a)(i))	The target group(s) are described in the Program Specifications attached – where appropriate this can also include victim survivors.
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Objectives (Clauses 1.1 and 5.1(a)(v))	MBCPs are defined as predominantly group-based programs with a defined behaviour change model of intervention, which are intended to: • reduce or prevent recurrence of abusive behaviour by a participant towards a partner or family member. Programs can vary in duration (length of the program over time) and intensity (number of hours per week), depending on the risk and need of the target participants, and may be delivered by individual sessions where there are compelling reasons. The duration and intensity must be evidence-based and fit-for-purpose according to the risk level, needs and circumstances of participants. Where appropriate, program providers may provide additional one to one support to prepare participants for entry into group work, retain participants in the group, or continue post group support.
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Funds and payment
(Clauses 1.1 and 9.1)Total amount of Funds:
(Clauses 1.1 and 9.1(a))

\$ 1,957,470 (exclusive of GST)

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

The amount of Funds to be paid for each Financial Year of the Term is \$978,735

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

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

Table 3

Instalment	Payment trigger	Date for payment	Supporting documentation for payment claim
\$244,683.75	Beginning of contract	1 July 2022	Signed contract
\$244,683.75	Quarterly scheduled payment date	1 October 2022	N/A
\$244,683.75	Quarterly scheduled payment date	1 January 2023	N/A

\$244,683.75	Quarterly scheduled payment date	1 April 2023	N/A
\$244,683.75	Quarterly scheduled payment date	1 July 2023	N/A
\$244,683.75	Quarterly scheduled payment date	1 October 2023	N/A
\$244,683.75	Quarterly scheduled payment date	1 January 2024	N/A
\$244,683.75	Quarterly scheduled payment date	1 April 2024	N/A

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



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

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

Budget (Clauses 1.1 and 9.2)	\$1,957,470 (exclusive of GST) (The funding is provided for the services subject to any indexed adjustments made to CPI that may apply).	
	In addition to the Budget relating to Funds provided under the Agreement, CatholicCare Sydney will provide in-kind contribution of occupation costs of [REDACTED]	

Assets (Clauses 1.1 and 11)	Asset threshold value: (Clause 1.1)	\$2,000 (exclusive of GST)
	Other items that are Assets: (Clause 1.1)	N/A
	Asset obligations: (Clause 11.1(a)(i))	Nothing stated
	Owner of assets: (Clause 11.2)	You agree that any Assets purchased with the Funds are the property of Us and are held on trust by You on behalf and for the benefit of Us unless otherwise approved by Us.

Milestones
(Clause 1.1 and
5.1(a)(iv))**TABLE 4**

Number	Milestones	Due date
1	Delivery of MBCP on contract commencement	1 July 2022
2	Data reporting	31 January 2023, 31 July 2023, 31 January 2024, 31 July 2024,
3	Report on services and support	31 January 2023, 31 July 2023, 31 January 2024, 31 July 2024,

Notified Policies
(Clauses 1.1 and
5.2(b))

The policies, guidelines and codes stated 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

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 <i>Corporations Act 2001</i>(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				
	Report name	Content of report / report requirements	Frequency of report	Form and method of delivery of report	Details of recipient (name, title and email address)
	Service Delivery Report	Reports as per service delivery plan. DCJ to provide reporting template	6 monthly- due 1 month after each 6 month term	Emailed report to DVstandards@justice.nsw.gov.au on Template provided by DCJ	Karen Greenhill Manager Perpetrator Interventions Domestic and Family Violence
	MBCP MDS report	DCJ provided MBCP MDS Data tool reporting template*	6 monthly- due 1 month after each 6 month term	Emailed report to DVstandards@justice.nsw.gov.au on Template provided by DCJ	Karen Greenhill Manager Perpetrator Interventions Domestic and Family Violence
	Financial Report	Reports as per DCJ Annual Accountability requirements.	Due 3 months after end of financial year	Enter into DCJ Financial Management portal	N/A

*subject to change – the MDS data and tool may change over time.

Insurance

(Clause 20.1)

Refer to clause 20.1 of the Agreement.

The provider must maintain up to date insurance policies.

The following minimum insurance coverage is required:

Public Liability: \$20,000,000

Professional Indemnity: \$10,000,000

Workers Compensation: as required by law

**Acknowledgment
and publicity**

(Clause 21.1)

None stated

**Dispute
resolution
(nominated
representatives)**

(Clause 22.1(d))

Our nominated
representative:

Karen Greenhill
Manager Perpetrator Interventions
Domestic and Family Violence

Your nominated
representative:


Executive Manager

**Dispute
resolution
(senior
representatives)**

(Clause 22.1(e))

Our senior
representative:

Louise Pounder
A/Director
Domestic and Family Violence
Strategy and Programs
Strategy, Policy and Commissioning

Your senior
representative:


General Manager

**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 1.

3. Option to extend

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

- (a) Our right to extend under clause 3.2 of the Agreement is an option to extend the Term for the extension period; and
- (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
- (b) We reserve the right to discuss with You the potential impact any such funds may have on services funded by Us.

8. Asset Register

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

9. Termination without fault

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

10. Privacy Legislation

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

11. Records

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

12. Reporting

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

Organisational level

- (a) Subject to paragraph 12(d), if You are required by law to prepare audited financial statements, then You agree to provide Us with copies of such audited financial statements,

within 4 months of the end of each Financial Year during the Term.

- (b) Any audited financial statement provided to Us must be accompanied by an audit certificate signed by an auditor who is a member of a professional accounting or auditing body that meets the Accounting Standards. The auditor must be independent of You and must not have any financial interest in You. The audit certificate must include a statement that 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 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. Additional Supplementary Conditions

N/A

Attachments

- Attachment 1 – Program Specifications
 - Attachment 2 – Compliance Framework for Men's Behaviour Change Programs (DOJ 2018);
 - Attachment 3 – Practice Standards for Men's Domestic Violence Behaviour Change (DOJ 2017)
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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.

Executed as an agreement on _____

#Insert date of execution

28/6/2022

**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



Signature of authorised officer

Print full name

Karen Greenhill

Date

29/6/2022

Print full name

Louise Pounder

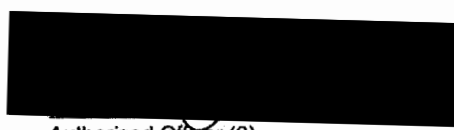
Position of authorised officer

Director Domestic and Family Violence

**Signed by CatholicCare Limited as The
Trustee for CatholicCare Sydney Trust
ABN 38 84 427 747 under Power of
Attorney BK 4744 No 457:**



Authorised Officer (1)



Authorised Officer (2)



Print full name



Print full name

28/6/2022
Date