



Australian Capital Territory

Victims of Crime Regulations 1999

Subordinate Law 1999 No 35

The Australian Capital Territory Executive makes the following regulations under the *Victims of Crime Act 1994*.

Dated 21 December 1999.

GARY HUMPHRIES
Minister

BILL STEFANIAK
Minister

1 Name of regulations

These regulations are the *Victims of Crime Regulations 1999*.

2 Commencement

These regulations commence on 24 December 1999.

3 Definitions

In these regulations, the following definitions apply unless the contrary intention appears:

contract means the contract between the Australian Capital Territory and the Australian Capital Territory Health and Community Care Service dated 21 December 1999, a copy of which is set out in the Schedule.

the Act means the *Victims of Crime Act 1994*.

4 Victims services scheme

The victims services scheme under the contract is the victims services scheme for the Act.

5 Responsible service agency

For paragraph 19 (2) (a) of the Act, the Australian Capital Territory Health and Community Care Service is the service agency responsible for the management of the victims services scheme.

6 Conditions for eligibility

For paragraph 19 (2) (c) of the Act, the conditions for eligibility for the victims services scheme are those set out in the contract.

7 Levels of services for victims

For paragraph 19 (2) (d) of the Act, the different levels of services for different categories of victim, or for victims in different circumstances, are those set out in the contract.

8 Annual reporting authority

For paragraph 19 (2) (f) of the Act, the Department of Justice and Community Safety is the annual reporting authority for the victims services scheme.

Victims of Crime No 35, 1999

SCHEDULE

(See reg 3)

Date: 21 December 1999

CONTRACT

BETWEEN

AUSTRALIAN CAPITAL TERRITORY

represented by

Department of Justice & Community Safety

(Purchaser)

AND

AUSTRALIAN CAPITAL TERRITORY

HEALTH AND COMMUNITY CARE SERVICE

represented by

ACT Community Care

(Provider)

VICTIMS SERVICES SCHEME

ACT Government Solicitor

1st Floor, GIO House

250 City Walk

CANBERRA CITY ACT 2601

DX 5602 CANBERRA

Ph: 6207 0666

FAX: 6207 0650

SCHEDULE—continued

This CONTRACT is made the 21st day of December 1999

BETWEEN:

AUSTRALIAN CAPITAL TERRITORY, a body politic established under the *Australian Capital Territory (Self-Government) Act 1988* (C'th) represented by the Department of Justice and Community Safety (“the Purchaser”)

AND:

AUSTRALIAN CAPITAL TERRITORY HEALTH AND COMMUNITY CARE SERVICE, a body corporate established under the *Health and Community Care Services Act 1996* (ACT) represented by ACT Community Care (“the Provider”).

Whereas:

- A. The *Victims of Crime Act 1994* (ACT) provides for the establishment of a victims services scheme.
- B. The Purchaser and the Provider have agreed to their respective purchase and the provision of services which would enable the provision of the scheme on the terms and conditions of this Contract.

NOW IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract, unless the context otherwise requires:

“Act” means the *Victims of Crime Act 1994* (ACT);

“Contract Material” means Material created or in any way brought into existence directly for the purpose of performing the Services, and any copy or representation thereof;

“Contract Period” means the period commencing 24 December 1999 and ending on the date on which this contract is terminated;

“Department” means the Department of Justice and Community Safety;

“Eligible Victim” means a person who is a victim of a crime committed in the Territory within the meaning of “victim” in section 3 of the Act;

“Intellectual Property Rights” includes copyright, trade mark, design patent, semiconductor or circuit layout, and other rights resulting from intellectual activity carried on in respect of the Services;

“Material” means all documents, posters, literature, brochures, booklets, publications, audio or video recordings, Internet or other electronic

SCHEDULE—continued

representation and any other educational, publicity or other item or representation in any form;

“Minister” means the Territory’s Attorney-General;

“Outcomes” means the outcomes specified in **Schedule 2**;

“Outputs” means the outputs specified in **Schedules 2.2 to 2.7**;

“Provider’s Contract Manager” means:

Executive Director, Policy & Regulatory Division
Department of Justice & Community Safety
Level 2, GIO House
City Walk
Canberra City ACT 2601
Postal Address: GPO Box 158
Canberra ACT 2601
Facsimile: 6207 0582

“Purchaser’s Contract Manager” means:

Manager, Intake and Assessment Unit
ACT Community Care
Cnr Moore & Alinga Streets
Canberra City ACT 2601
Postal Address: GPO Box 825
Canberra ACT 2601
Facsimile: 6205 2611

“Purchaser’s Material” means all Material provided by the Territory to the Provider for purposes of this Contract;

“Purchase Price” means the sums to be paid by the Purchaser as specified in **Schedule 4** for the provision of the Services;

“Regulations” means the Victims of Crime Regulations 1999;

“Scheme” means the victims services scheme established by the Regulations;

“Service User” means an Eligible Victim who uses the Services pursuant to the Scheme;

SCHEDULE—continued

“Services” means the services specified in **Schedules 2.1 to 2.7**;

“Territory” means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (C’th);

“Violent Crime” means an offence specified as a violent crime in section 3 of the *Victims of Crime (Financial Assistance) Act 1983* (ACT).

1.2 Unless otherwise required by the context, the further definitions contained in **Item 4 Schedule 1** apply to this Contract.

1.3 In this Contract, unless the context otherwise requires, references to:

- (1)
 - (a) any specified provision of this Contract shall be construed as a reference to that provision as amended, varied or substituted in writing from time to time,
 - (b) a person shall include a reference to an individual, firm, body corporate, association, government or governmental authority, and
 - (c) any legislation, or to any provision of any legislation, includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it; and
- (2) words importing the singular shall include the plural and vice versa and words importing a gender shall include each other gender.

1.4 Headings have been inserted for convenience only and do not affect interpretation.

2. CONTRACT PERIOD

This Contract is for the duration of the Contract Period unless extended by agreement of the parties.

3. THE SERVICES

3.1 The Provider shall provide the Services for the Contract Period and in providing the Services must:

SCHEDULE—continued

- (1) achieve the Outputs;
 - (2) report against the performance indicators specified in respect of each of the Services;
 - (3) comply with the applicable professional and care standards in respect of each of the Services;
 - (4) provide the reports specified in respect of each of the Services and in **Schedule 3**; and
 - (5) endeavour to achieve the Outcomes.
- 3.2 In the purchase and provision of the Services, the parties will ensure that the Services are delivered in a manner which recognises the diversity of needs of people in the Territory and in a manner which promotes fairness and opportunity for Service Users of diverse backgrounds and abilities so that they can participate fully in the economic, social and cultural life of the Territory.
- 3.3 The Provider must provide the Services to Service User according to the eligibility criteria and entitlements specified in **Schedule 1**.
- 3.4 The Provider will provide the Services to Service Users in accordance with **Schedules 2.2 to 2.7**.
- 4. PURCHASE PRICE**
- 4.1 Subject to the Provider providing the Services and complying with all of its contractual obligations, the Purchaser will pay the Purchase Price to the Provider as soon as practicable following its receipt of a correctly rendered invoice.
- 4.2 An invoice for payment is correctly rendered if:
- (1) the amount claimed in the invoice is due for payment and is in respect of Services which have been performed in accordance with this Contract;
 - (2) the amount specified in the invoice is correctly calculated in accordance with this Contract;
 - (3) the invoice specifies the following:
 - (a) in the case of the fixed price component of the Purchase Price, the components of the Services which do not comprise the fee for service component,

SCHEDULE—continued

- (b) in the case of the fee for service component of the Purchase Price,
 - (i) date of invoice,
 - (ii) date of provision of the Service,
 - (iii) duration of the provision of the Service,
 - (iv) name of the person providing the Service,
 - (v) the description of the Service (or a code by which the nature of the Service can be identified), and
 - (vi) any other details reasonably required by the Purchaser; and
 - (4) the invoice is addressed to the Purchaser's Contract Manager or such other officer notified by the Purchaser to the Provider to receive invoices for payment.
- 4.3 If an invoice is found to have been incorrectly rendered after payment, any underpayment or overpayment shall be recoverable by or from the Provider, as the case may be and, without limiting recourse to other available means, may be offset against any amount subsequently due by the Purchaser to the Provider.
- 4.4 The Purchaser may defer or suspend payment of any part of the Purchase Price if the Provider:
- (1) fails in a timely manner to provide to the reasonable satisfaction of the Purchaser the invoices, reports or information as required under this Contract; or
 - (2) has received from the Purchaser a notice to remedy a breach of this Contract and the Provider has not remedied such breach.
- 4.5 The parties acknowledge and agree that the Purchase Price payable by the Purchaser for the Services, is based upon the Territory's and/or the Department's policies and level of budgetary allocation by the Territory on the date this Contract commences and that a significant change in policy or a reduction of the allocation in a subsequent Territory budget shall entitle the Purchaser to revise the quantity and/or level of the Services specified at the commencement of this Contract.
- 4.6 In the event of GST being payable in respect of the Services, the Purchaser will pay to the Provider the amount equivalent to the GST net

SCHEDULE—continued

of the net benefits accruing to the Provider by virtue of any changes to legislation (where “GST” has the same meaning that term has in the *A New Tax System (Goods and Services Tax) Act 1999* (C’th)).

5. PROVIDER'S OBLIGATIONS

Principles of Service Provision

5.1 The Provider shall provide the Services in a manner which:

- (1) recognises the dignity, worth, independence, cultural diversity and basic human rights of Service Users;
- (2) ensures that the Services provided are of appropriate quality with respect to safety, risk, health and community care outcomes and Service Users’ interests;
- (3) conforms with all professional and care standards applicable to the Services;
- (4) promotes linkages with other service providers;
- (5) provides information about the operation of the Services, including enquiries and complaint procedures available to Service Users; and
- (6) provides mechanisms, where appropriate, to facilitate Service User input into the design and delivery of the Services and Service User feedback on the Services received.

Year 2000 Compliance

5.2 The Provider must ensure that to the extent applicable to this Contract each system, item of equipment, product and/or item of software used or applied in the provision of the Services, and each component thereof, will process dates accurately, including (without limitation):

- (1) correctly calculating, comparing and sequencing dates, day of the week, months and years from, into and between the twentieth and twenty-first centuries; and
- (2) correctly providing for leap years.

Access to Premises

5.3 The Provider shall within such period of time specified in a written notice allow the Purchaser, its employees and agents to enter onto the premises of the Provider:

SCHEDULE—continued

- (1) to inspect and copy all records and documentation, of a financial nature or otherwise, relating to the Services but not including any Eligible Victims' or Service Users' records; and/or
- (2) to inspect the operation and progress of provision of the Services.

Having regard to the interest or protection of any Service User and to the circumstances of any request, the Provider may require the Purchaser not to permit an employee of the Purchaser a nominated gender to enter the Provider's premises.

SCHEDULE—continued

Insurances and Indemnities

5.4 The Provider shall effect and maintain all insurance required to be effected by it by law and the following:

- (1) public liability coverage for not less than \$10 million (unless otherwise approved by the Purchaser) in respect of each claim; and
- (2) any other insurance specified in **Schedule 5**,

and shall, on execution of the Contact, on the expiry of any policy and on other occasions within a reasonable time of the Purchaser's request, produce satisfactory evidence of renewal or currency of insurance policies to the Purchaser.

5.5 The Provider shall indemnify the Purchaser, its employees and agents against:

- (1) all actions, proceedings, claims and demands ("Claims") that may be brought by any person against the Purchaser arising out of any act, negligence or omission of the Provider, its employees or agents committed, omitted or connected with the provision of the Services or this Contract, except to the extent that Claims arise from the Purchaser's acts, negligence or omissions; and
- (2) all costs, damages and reasonable expenses which may be incurred by the Purchaser, its employees and agents in defending or settling any Claims.

Provider Staff

5.6 The Provider acknowledges that in delivering the Services it will employ people whose salary or wage is paid from the Purchase Price and shall ensure employees are appropriately qualified and are provided with appropriate working conditions, having regard to but not limited to:

- (1) employing staff under applicable Commonwealth or Territory laws and/or certified agreements or awards;
- (2) providing adequate support, training and debriefing and effectively directing employees to enable them to effectively perform their duties.

Reviews of Determinations and Service User Satisfaction with Services

SCHEDULE—continued

- 5.7 Where a Service User objects to a determination by the Provider as to the whether the Service User is a person to whom **Items 2 or 3 Schedule 1** applies, the Service User may seek a review of that determination. In that event, the Provider's Contract Manager shall undertake a review of the determination and notify the Service User of the resolution of his or her objection.
- 5.8 In respect of feedback and complaints Service Users have in respect of the Provider or the Services, the Provider shall:
- (1) institute procedures for receiving feedback and resolving complaints by Service Users about the Services;
 - (2) advise Service Users of the procedures available for the referral of feedback and complaints in relation to their receipt of the Services; and
 - (3) have regard to any matters notified by the Purchaser or comply with any directions of the Purchaser or of any other person authorised by the Purchaser.
- Provision of Information**
- 5.9 The Provider shall provide to the Purchaser on request all reports required to be provided at the times specified in this Contract, financial records and documentation relating to the Services, including information about guidelines provided for Service Users, the Scheme or about the Provider.
- 5.10 The Provider will as soon as practicable notify the Purchaser in writing of any of the following:
- (1) any change in the Provider's address and its contact details;
 - (2) any change in the officers or executive management of the Provider.
- 5.11 The Provider must immediately notify the Purchaser in writing of any and every event or circumstance which might reasonably affect the provision of the Services in accordance with this Contract.
- 5.12 The Provider warrants that all information provided from time to time by the Provider to the Purchaser in relation to this Contract is true and complete in all material respects on and from the date of the information being provided. The Provider will notify the Purchaser in writing of any material change to such information as soon as is practicable.

SCHEDULE—continued

No Fees Payable by Service User

- 5.13 In providing the Services the Provider must not charge Service Users any fee and must ensure Service Users are not charged for their receipt of the Services under the Scheme by any other provider of the Services.

Special Conditions

- 5.14 The Provider shall comply with any Special Conditions specified in **Schedule 5**.

6. PURCHASER’S OBLIGATIONS

The Purchaser shall:

- (1) pay the Purchase Price to the Provider within the terms of this Contract;
- (2) promote linkages among its agencies and programs relevant to the Services; and
- (3) act promptly and in good faith in the resolution of any questions, issues or disputes that may arise during the course of this Contract.

7. RESOLUTION OF ISSUES

- 7.1 If a difference, question, or dispute (“Issue”) arises between the parties in relation to this Contract or the Services, then one party may give written notice (“Notice”) to the other that an Issue exists, giving details of the Issue in the Notice. As soon as the Notice is issued, the parties will endeavour to promptly resolve the Issue by negotiation, including by referring the Issue to persons representing the parties who have authority to intervene and direct some form of resolution.

- 7.2 If an Issue is not resolved within 28 days of the Notice being received by the recipient, or such further time as may be agreed by the parties, then the parties will undertake a formal mediation process. The mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the Chief Executive for the time being of the Law Society of the Australian Capital Territory.

- 7.3 Nothing in this clause will prejudice the rights of either party to institute legal proceedings.

- 7.4 Unless agreed by the parties no unresolved Issue will entitle:

SCHEDULE—continued

- (1) the Provider to suspend the provision of Services unless consented to in writing by the Purchaser; and
 - (2) the Purchaser to discontinue payments to the Provider under the terms of the Contract.
- 7.5 The Purchaser may, at any time between the issuing of a Notice and the resolution of an Issue (whether by mediation or litigation) suspend the Contract where the life, safety or health of Service Users (and their dependants, where relevant) may, in the opinion of the Purchaser, be threatened or compromised during the period in which the Issue is being resolved.
- 8. CONFLICT OF INTEREST**
- 8.1 The Provider warrants to the Purchaser that at the date of entering into this Contract no conflict of interest exists or is likely to arise in its provision of the Services or in the performance of its obligations under this Contract whether by virtue of the position or conduct of any of its officers or members or otherwise.
- 8.2 If a conflict or risk of conflict of interest specified in clause 8.1 is subsequently discovered to have existed or arises or is likely to arise during the Contract Period, the Provider shall:
 - (1) notify the Purchaser immediately in writing of that conflict or risk; and
 - (2) comply with such course of action as the Purchaser shall require of the Provider for the purpose of resolving the conflict.
- 9. TREATMENT OF PERSONAL & CONFIDENTIAL INFORMATION**

Without limiting the generality of clause 15, the Provider shall comply with the *Health Records (Privacy and Access) Act 1997 (ACT)*.
- 10. CONTRACT AND PURCHASER'S MATERIAL AND INTELLECTUAL PROPERTY RIGHTS**
- 10.1 Subject to any Special Conditions specified in **Schedule 5**:
 - (1) title to and ownership of Contract Material and Intellectual Property Rights vest in the Purchaser;

SCHEDULE—continued

- (2) the Provider shall only create, use, copy, supply or reproduce the Contract Material in accordance with and for the purposes of, this Contract; and
 - (3) on expiration or termination of this Contract, the Provider shall convey to the Purchaser all Contract Material.
- 10.2 Any Material or other information in any form of presentation, produced by the Provider using the Purchase Price, must acknowledge the contribution of the Territory and where required, that of the Commonwealth of Australia, including the naming of the relevant government program, if applicable.
- 10.3 Title to and ownership of the Purchaser's Material shall at all times remain in the Purchaser. The Provider shall only use, reproduce or otherwise deal with the Purchaser's Material for the purposes of this Contract. On expiration or earlier termination of the Contract, the Provider shall return all of the Purchaser's Material to the Purchaser.
- 11. NO WAIVER**

No right under this Contract will be deemed to be waived except by notice in writing signed by each party, and in particular, any failure by a party to enforce any clause of this Contract or any forbearance, delay or indulgence granted by one party to the other will not be construed as a waiver of that party's rights under this Contract.
- 12. SEVERANCE**
 - 12.1 Any provision of this Contract that is prohibited or unenforceable in a jurisdiction, will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability.
 - 12.2 Any prohibition or unenforceability of a provision of this Contract will not invalidate the remaining provisions nor affect the validity or enforceability of that provision in another jurisdiction.
- 13. ENTIRE CONTRACT AND VARIATIONS OF THE CONTRACT**
 - 13.1 This Contract supersedes any arrangements, undertakings, promises or agreements made or existing between the parties prior to or simultaneously with this Contract and constitutes, as at the date of this Contract, the entire understanding between the parties in relation to the matters provided for in this Contract.

SCHEDULE—continued

13.2 The parties may vary the terms and conditions of this Contract, however, no variation to this Contract is effective unless the parties agree to the variation by their execution of a deed of variation, at which time the variation will form part of this Contract.

14. TERMINATION

14.1 Without prejudice to any other rights and remedies of the Purchaser in respect of any breach by the Provider of this Contract, the Purchaser may immediately by written notice terminate this Contract in whole or in part if the Provider:

- (1) has failed to provide the Services in accordance with this Contract;
- (2) does not agree to the revision of the quantity and/or level of the Services required by the Purchaser, as a consequence of significant changes in policy or a reduction in budgetary allocation;
- (3) has used any of the Purchase Price for a purpose other than as specified in this Contract;
- (4) has failed to provide, or to provide adequately, any of the information, financial statements or reports required under this Contract;
- (5) assigns its rights or obligations under the Contract without the prior written consent of the Purchaser;
- (6) becomes insolvent, is wound up, or becomes subject to any form of insolvency administration;
- (7) has or is likely to have its registration or incorporation cancelled; or

SCHEDULE—continued

- (8) is in breach of any of its other obligations in this Contract, where that breach:
 - (a) if capable of being remedied, is not remedied within a specified time (which shall be a reasonable time and have regard to the circumstances of any affected Service User) of the Purchaser's written notice to the Provider to remedy the breach; or
 - (b) is not capable of being remedied.
- 14.2 This Contract may be terminated at any time by agreement of the parties.
- 14.3 Upon termination of this Contract, the Provider shall immediately:
 - (1) cease expending the Purchase Price (except such amounts as the Purchaser agrees in writing can be expended by the Provider, having regard to the Provider's pre-existing commitments at the time the termination is notified);
 - (2) calculate and notify the Purchaser of any unexpended amount of the Purchase Price; and
 - (3) pay to the Purchaser any amount of the Purchase Price remaining unexpended, any interest earned or income derived from the provision of Services not expended.
- 14.4 Upon termination of this Contract, the Purchaser may, in addition to any other rights and remedies of the Purchaser under law or this Contract:
 - (1) cease any further payment of the Purchase Price to the Provider; and
 - (2) reclaim any amount of the Purchase Price that was not applied in the provision of the Services.
- 15. COMPLIANCE WITH APPLICABLE LAWS**
- 15.1 This Contract shall be construed and enforced in accordance with laws applicable in the Territory and the parties submit to the non-exclusive jurisdiction of the courts in that Territory.
- 15.2 The Provider shall comply, and shall ensure it requires each of its employees, agents and contractors to comply, with all laws applicable to it and them in the Territory.
- 15.3 The Provider may, in relation to its obligation to comply with the *Discrimination Act 1991*, obtain from the Discrimination Commissioner

SCHEDULE—continued

any exemptions under that Act, required by the Provider in connection with the delivery of the Services. In that event, the Provider shall submit to the Purchaser any documentation which it may request in order to verify such exemption.

16. NOTICES

16.1 Any notice to be served by one party to the other shall be served by delivering it, posting it by prepaid post or sending it by facsimile to the Purchaser's Contract Manager or the Provider's Contract Manager at the relevant address specified in clause 1.1 for each Manager.

16.2 Any notice served in accordance with this clause will be deemed to be received:

- (1) if delivered by hand—on the day of delivery;
- (2) if posted—three days after the date of posting; or
- (3) if transmitted by facsimile—upon production of the transmitting machine's confirmation report unless either that report indicates a faulty or incomplete transmission of it, or within 24 hours of transmission the recipient informs the sender that the transmission was received in an incomplete or garbled form.

17. CONTRACT MANAGERS

Each of the Purchaser's Contract Manager and the Provider's Contract Manager is authorised to represent the Purchaser and the Provider, respectively, in relation to all matters arising under this Contract.

18. NO EMPLOYMENT, AGENCY OR PARTNERSHIP

The Provider shall not represent itself and shall ensure that its employees do not represent themselves as the employees, agents or partners of the Purchaser nor shall anything contained in this Contract constitute or be deemed to constitute the Provider, any of its employees, agents or partners as the employees, agents or partners of the Purchaser for any purpose. The Provider shall not have authority to bind the Purchaser in any manner.

19. NO ASSIGNMENT AND LIMIT TO SUBCONTRACTING

19.1 Subject to clause 19.2, the Provider shall not assign or otherwise deal with its rights and obligations under this Contract without the prior written consent of the Purchaser.

SCHEDULE—continued

19.2 The Provider may subcontract the provision of the Services only to persons:

- (1) are a “Third Party Provider” as defined in **Item 4 Schedule 1** and who demonstrate to the Purchaser that they are adequately and appropriately qualified to deliver the Services or any of them which it is intended the person is to provide to Service Users for purposes of the Contract; and
- (2) who have not been notified by the Purchaser, in its absolute discretion, as being persons who must not be permitted to provide the Services or any of them,

however in the event of any subcontracting, the Provider retains responsibility to the Purchaser in respect of its obligations under this Contract.

20. CONTINUATION OF OBLIGATIONS

The Provider’s obligations under clauses 5.5, 9 and 10 shall continue after the expiration or earlier termination of this Contract.

21. QUALITY IMPROVEMENT FRAMEWORK

The Provider shall use its best endeavours to implement such quality improvement measures as will promote it as a viable organisation and as recommended by the Purchaser from time to time.

SIGNED as an agreement on the date written at page 1 of this Contract.

SIGNED by)
)
for and on behalf of the) Tim Keady
AUSTRALIAN CAPITAL TERRITORY) Purchaser’s Representative
in the presence of:)

Lynda Barwick

Witness

Lynda Jane Barwick Full name of witness

SIGNED by)
)
for and on behalf of the) Michael Szwarcbord

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SCHEDULE—continued

AUSTRALIAN CAPITAL TERRITORY) Provider's Representative
HEALTH AND COMMUNITY CARE)
SERVICE in the presence of:)

J R Brogan

Witness

Jennifer Ruth Brogan

Full name of witness

SCHEDULE—continued

SCHEDULE 1

ELIGIBILITY AND ENTITLEMENTS

Item 1. LEVEL 1 ENTITLEMENTS

All Eligible Victims contacting the Provider are entitled to receive the Level 1 Service, where “Level 1 Service” comprises up to 2 Contact Hours to be provided as described in **Schedules 2.2 to 2.4**.

Item 2. LEVEL 2 ENTITLEMENTS

All Service Users:

- (a) who are victims of a Violent Crime, and
 - (b) who are assessed by the Provider as being persons who would receive further therapeutic benefit from additional Contact Hours,
- are entitled to receive Level 2 Service, where “Level 2 Service” comprises up to 6 Contact Hours to be provided as described in **Schedules 2.2 , 2.3 and 2.5**.

Item 3. LEVEL 3 ENTITLEMENTS

All Service Users:

- (a) who are victims of a Violent Crime, and
 - (b) to whom the Provider has completed its provision of Level 2 Service, and
 - (c) who are assessed by the Provider as being persons who would receive further therapeutic benefit from additional Contact Hours,
- are entitled to receive Level 3 Service, where “Level 3 Service” comprises up to 12 Contact Hours to be provided as described in **Schedule 2.6**.

Item 4. FURTHER DEFINITIONS

For purposes of this Contract:

“Case Closure” means the procedure comprising the following procedures:

- (a) discharge interview (where agreed to by the Service User) with a Service User to measure the attainment of his or her goals,
- (b) completion of a Service User satisfaction survey (where agreed to by the Service User) to evaluate the service,
- (c) audit of the file by the Case Manager and the completion of a discharge summary;

SCHEDULE—continued

“Care Plan” means a plan developed in consultation with a Service User and which specifies the individual goals, the number of Contact Hours and particular services to be provided to the Service User;

“Case Management” means the process by which the Care Plan is implemented;

“Case Manager” means the person appointed by the Provider to manage the delivery of services to each Service User according to the requirements of this Contract;

“Contact Hours” means the hours of services provided directly to Service Users under this Contract;

“Revised Care Plan” means a plan which is developed by the Case Manager in consultation with a Service User and specifies the individual goals, the number of Contact Hours and particular services to be provided to the Service User in respect of Level 3 Service;

“Third Party Provider” means a provider whose name appears on the list of Purchaser-approved providers and maintained by the Provider.

SCHEDULE—continued

SCHEDULE 2

OUTCOMES OF SERVICES

The Services are to be provided to Service Users in order to:

1. assist Service Users to regain their lost or diminished confidence and/or wellbeing suffered as a result of a criminal act;
2. assist Service Users to recover from harm suffered as a result of a criminal act;
3. enhance Service Users' feelings that the Services are provided to them in a sympathetic, constructive and reassuring manner and with due regard to each of their personal circumstances, rights and dignity.

SCHEDULE—continued

SCHEDULE 2.1 SERVICES

Contact point for Service Users seeking information or access to the Scheme

Item 1. SERVICES

The Provider shall:

- (1) provide a telephone contact point, staffed by operators approved by the Purchaser to receive telephone calls from persons seeking information/services under the Scheme,
- (2) answer and, where relevant, return telephone calls as soon as reasonably practicable,
- (3) complete a telephone form (in the form approved by the Territory) for each such telephone call received,
- (4) provide reports setting out a statistical summary of the information contained in the telephone forms each week (each 7 days for periods—Monday to Sunday) in respect of all calls received in the immediately preceding week (in the form approved by the Territory).

Item 2. OUTPUTS

The Provider shall provide:

- (a) complete telephone forms for each call received from a person inquiring about the Scheme,
- (b) weekly statistical summary reports of telephone calls received.

Item 3. PERFORMANCE INDICATORS

In relation to the Outputs specified in **Item 2**, the following indicators apply:

- (1) *Quality*
 - (a) telephone forms must be completed accurately, as applicable to each call,
 - (b) statistical reports must show the identification of the operator completing the report.
- (2) *Quantity*
 - (a) one telephone form for each telephone call received.
 - (b) one statistical report for each seven day period.
- (3) *Timeliness*

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SCHEDULE—continued

- (a) Telephone forms are to be completed within 2 hours of the call being received by the operator.
- (b) Statistical reports are to be available within 3 days after the end of the immediately preceding seven-day period.

SCHEDULE—continued

SCHEDULE 2.2 SERVICES

Intake, Assessment and Determination of Service Level

Item 1. SERVICES

- (1) The Provider must determine whether a person seeking to use the Scheme is a person to whom **Item 1 Schedule 1** applies.
- (2) If the Provider is uncertain as to whether or not such a person is an “Eligible Victim”, it must contact the Purchaser’s Contract Manager in which event the Purchaser shall as soon as practicable notify the Provider’s Contract Manager of its decision in relation to the question. The Provider shall implement the Purchaser’s decision.

Item 2. OUTPUTS

The Provider shall keep a record of each of its determinations under **paragraph (1) Item 1**.

Item 3. PERFORMANCE INDICATORS

In relation to the Outputs specified in **Item 2**, the following indicators apply:

- (1) *Quality*
 - (a) each decision must identify the Provider's officer making the decision,
 - (b) each decision is to be recorded in writing and available on the Service User’s file,
 - (c) each decision is to be in accordance with **Item 1 Schedule 1**,
 - (d) each referral to the Purchaser under **paragraph 2 Item 1** is to identify the Provider’s referring officer.
- (2) *Quantity*

One written record per individual request for access to the Scheme.

Timeliness

- (a) a determination under **paragraph (1) Item 1** or referral under **paragraph (2) Item 1** to the Purchaser is to be made and recorded within 2 hours of the initial telephone call from the person seeking access to the Scheme,
- (b) once a decision on access has been made by the Purchaser in relation to the person following referral under **paragraph (2) Item 1** that person is to be contacted within 24 hours by telephone, or a

Victims of Crime No 35, 1999

SCHEDULE—continued

letter of advice is to be sent to the person at the expiry of that 24 hour period.

SCHEDULE—continued

SCHEDULE 2.3 SERVICES

Level of Services to be Provided to Service Users

Item 1. SERVICES

- (1) Once a determination has been made that a person who comes within **Item 1 Schedule 1** applies, the Provider must determine whether the Eligible Victim also comes within **Item 2 Schedule 1**.
- (2) The Provider will complete a written Care Plan (in the form approved by the Purchaser) for those Service Users entitled to Level 1 Service and Level 2 Service.
- (3) The Provider may determine that a Care Plan is not necessary for an Service User entitled to the Level 1 Service only, but in that event the Provider must keep file notes to document key information in respect of that determination.

Item 2. OUTPUTS

The Provider shall provide:

- (a) Care Plan for all Service Users receiving both Level 1 Service and Level 2 Service,
- (b) file notes for Service users to whom **paragraph (3) Item 1** applies,
- (c) record of consent on agreed goals and sharing of information as defined on the Care Plan

Item 3. PERFORMANCE INDICATORS

In relation to the Outputs specified in **Item 2**, the following indicators apply:

- (1) *Quality*
 - (a) Care Plan completed to standard approved by the Purchaser,
 - (b) file notes to be accurate,
 - (c) record of consent to be accurate.
- (2) *Quantity*
 - (a) Care Plan for every victim receiving Level 2 Service. and Level 1 Service where **paragraph 3 Item 1** does not apply,
 - (b) file note where **paragraph 3 Item 1** applies,
 - (c) record of consent for each Service User.

Victims of Crime No 35, 1999

SCHEDULE—continued

(3) *Timeliness*

The Care Plan must be completed prior to commencement of Level 2 Service.

SCHEDULE—continued

SCHEDULE 2.4 SERVICES

Provision of Level 1 Service

Item 1. SERVICES

Where a Service User is entitled to receive the Level 1 Service, then the Provider shall deliver the Level 1 Service to the Service User and the Contact Hours to which the Service User is entitled:

- (1) will commence once eligibility has been determined by the Provider in accordance with **Schedule 2.2** and the Service User has been advised of the commencement of the 2 Contact Hours;
- (2) may be provided, with the agreement of the Service User:
 - (a) by telephone,
 - (b) at the Provider's premises,
 - (c) at another location, such as the Service User's home or a "safe house" if the Provider believes that it is safe for the Provider to do so.
- (3) may include:
 - (a) the preparation of the Care Plan/file notes as required by **Item 1 Schedule 2.3**; and/or
 - (b) counselling or debriefing; and/or
 - (c) referral to other agencies, Third Party Providers and/or community support groups, as appropriate and in the manner approved by the Purchaser.
- (4) Subject to the Service User's consent, the Provider shall complete a Service User satisfaction survey (in the form approved by the Purchaser).

Item 2. OUTPUTS

The Provider shall provide:

- (a) Contact Hours to the Service Users in accordance with the Care Plan or file note,
- (b) case management records relating to Service Users,
- (c) payments for Contact Hours supplied by Third Party Providers to Service Users,

SCHEDULE—continued

- (d) financial reports (in the form approved by the Purchaser) to the Department of Justice and Community Safety reconciling Contact Hours purchased and funds expended,
- (e) records of communication (in the form approved by the Purchaser) between the Provider, the Third Party Provider and/or the Service User,
- (f) records of referrals made under **paragraph 3 Item 1**,
- (g) Service User satisfaction survey results.

Item 3. PERFORMANCE INDICATORS

In relation to the Outputs specified in **Item 2**, the following indicators apply:

Quality

- (a) Service User and Case Manager satisfaction with Contact Hours provided in accordance with Care Plan,
- (b) case management records to be accurate and to identify author of entries,
- (c) payments to reflect Contact Hours provided,
- (d) financial reports to be accurate,

SCHEDULE—continued

- (e) records of communications to be accurate ,
- (f) referrals under paragraph **3 Item 1** to be made as required by that paragraph and recorded accurately,
- (g) Service user satisfaction survey forms to be accurate.

Quantity

- (a) number of Contact Hours to accord with Care Plan,
- (b) case management records for each Service User,
- (c) payment for Contact Hours to reflect hours actually provided,
- (d) number of financial records to correlate with Contact Hours provided,
- (e) number of records of communication to reflect number of communications,
- (f) number of records of referrals to reflect number of referrals made
- (g) satisfaction survey for each Service User who agrees to complete the survey.

Timeliness

The provider shall produce the Outputs according to the timeframes specified in the Care Plan and as otherwise provided in this Contract.

SCHEDULE—continued

SCHEDULE 2.5 SERVICES

Provision of Level 2 Service

Item 1. SERVICES

- (1) Where the Service User is a person to whom **Item 2 Schedule 1** applies, then the Contact Hours for Level 2 Service:
 - (a) will commence once Level 1 Service has been completed,
 - (b) are to be provided in such a way that the Service User is given as far as is possible, a choice of completing the Contact Hours with either the Provider or any Third Party Providers, and
 - (c) are to be provided in accordance with the Care Plan.
- (2) When the Level 2 Service Contact Hours have been completed, the Provider shall obtain a closure report (in the form approved by the Purchaser) from the relevant provider of the Contact Hours, which report shall include details of the therapeutic recommendations and progress resolution of issues.
- (3)
 - (a) Upon receipt of the closure report, the Case Manager is to determine whether the Service User is a person to **whom Item 3 Schedule 1** applies.
 - (b) If the determination is that **Item 3 Schedule 1** does apply then **Schedule 2.6** also applies to that person.
 - (c) If the determination is that **item 3 Schedule 1** does not apply, the Provider must undertake Case Closure in respect of the Service User, subject to finalisation of any review processes commenced under **Clause 5.7** of this Contract.

Item 2. OUTPUTS

The Provider shall provide:

- (a) Contact Hours to Service Users in accordance with the Care Plan,
- (b) case management records relating to Service Users,
- (c) payments for Contact Hours supplied by Third Party Providers to Service Users,

SCHEDULE—continued

- (d) financial reports (in the form approved by the Purchaser) to the Department of Justice and Community Safety reconciling Contact Hours purchased and funds expended,
- (e) records of communication (in the form approved by the Purchaser) between the Provider, the Third Party Provider and/or the Service User,
- (f) closure reports,
- (g) records of determination of each Service User's entitlement to Level 3 Service.

Item 3. PERFORMANCE INDICATORS

In relation to the Outputs specified in **Item 2**, the following indicators apply:

- (1) *Quality*
 - (a) Service User and Case Manager satisfaction with Contact Hours provided in accordance with Care Plan,
 - (b) case management records are to be accurate and identify author of entries,
 - (c) payments are to reflect the Contact Hours provided,
 - (d) financial reports are to be accurate,
 - (e) Records of communication are to be accurate,
 - (f) closure reports to reflect the implementation of the Care Plan,
 - (g) decisions on eligibility are to accord with **Item 3 Schedule 1**.
- (2) *Quantity*
 - (a) number of Contact Hours provided to accord with the Care Plan,
 - (b) case management records to be kept in relation to each Service User,
 - (c) payments for Contact Hours to reflect number of Contact Hours provided,
 - (d) number of financial reports is to correlate with the number of Contact Hours purchased,

SCHEDULE—continued

- (e) number of records of communications must correlate with the number of communications,
- (f) number of closure reports are to correlate with the number of Service Users using Level 2 Service,
- (g) number of decisions must correlate with the number of closure reports received.

(3) *Timeliness*

The Provider shall produce the Outputs according to the timeframes specified in the Care Plan and as otherwise specified in this Contract.

SCHEDULE—continued

SCHEDULE 2.6 SERVICES

Provision of Level 3 Service

Item 1. SERVICES

- (1) Where the provider has determined that a Service is entitled to Level 3 Service, the Provider shall develop a Revised Care Plan for that Service User.
- (2) The Contact Hours for Level 3 Service:
 - (a) will commence once Level 2 Service has been completed, the service user has been determined to be eligible for Level 3 Service and the Revised Care Plan has been prepared,
 - (b) are to be provided in such a way that the Service User is given as far as is possible, a choice of completing the Contact Hours with either the Provider or any Third Party Providers, and
 - (c) are to be provided in accordance with the Revised Care Plan.
- (3) When the Level 3 Service Contact Hours have been completed, the Provider shall obtain a closure report (in the form approved by the Purchaser) from the relevant provider of the Contact Hours, which report shall include details of the therapeutic recommendations and progress resolution of issues.
- (4) Upon receipt of the closure report, the Case Manager shall undertake Case Closure in respect of the Service User.
- (5) If during the course of Case Closure, the Case Manager is satisfied that:
 - (a) on the evidence available to the Case Manager, further Contact Hours beyond Level 3 Service would provide a very substantial therapeutic benefit to the Service User; and
 - (b) the further Contact Hours cannot be provided under any scheme or program other than the Scheme,he or she may recommend to the Chief Executive of ACT Community Care that further Contact Hours be approved for the Service User.

SCHEDULE—continued

- (6) If the Case Manager makes a recommendation under paragraph (5), then **Schedule 2.7** applies with respect to the Service User.

Item 2. OUTPUTS

The Provider shall provide:

- (a) Revised Care Plan,
- (b) Contact Hours to Service Users in accordance with the Revised Care Plan,
- (c) case management records relating to Service Users,
- (d) payments for Contact Hours supplied by Third Party Providers to Service Users,
- (e) financial reports (in the form approved by the Purchaser) to the Department of Justice and Community Safety reconciling Contact Hours purchased and funds expended,
- (f) records of communication (in the form approved by the Purchaser) between the Provider, the Third Party Provider and/or Service User,
- (g) closure reports,
- (h) records of Case Closure,
- (i) where applicable, records of recommendations under paragraph (5) of **Item 1 Schedule 2.6**.

Item 3. PERFORMANCE INDICATORS

In relation to the Outputs specified in **Item 2**, the following indicators apply:

- (1) *Quality*
- (a) Revised Care Plan shall be appropriate to Service Users,
 - (b) Service User and Case Manager satisfaction with Contact Hours provided in accordance with Revised Care Plan,
 - (c) case management records are to be accurate and identify the author of entries,
 - (d) payments are to reflect the Contact Hours provided,
 - (e) financial reports are to be accurate,

SCHEDULE—continued

- (f) records of communications are to be accurate,
 - (g) closure reports to reflect the implementation of the Care Plan,
 - (h) Case Closure reports to be accurate,
 - (i) Records of recommendations shall reflect the basis for the recommendations.
- (2) *Quantity*
- (a) number of Revised Care Plans shall correlate with the number of Service Users accessing Level 3 Service,
 - (b) number of Contact Hours to reflect Revised Care Plan,
 - (c) Case management records to be kept in relation to each Service User,
 - (d) payments for service supplied by Third Party Providers to Service Users to accord with the number of services provided,
 - (e) the number of financial reports is to correlate with the number of services purchased,
 - (f) the number of records must correlate with the number of communications,
 - (g) the number of closure reports are to correlate with the number of Service Users using Level 2 Services,
 - (h) the number of Case Closure reports must correlate with the number of Case Closures completed,
 - (i) the number of reports of recommendation shall correlate with each recommendation made under paragraph (5)
- Item 1 Schedule 2.6.**

(3) *Timeliness*

The Provider shall produce the Outputs according to the timeframes specified in the Revised Care Plan and as otherwise specified in this Contract.

SCHEDULE—continued

SCHEDULE 2.7 SERVICES

Exceptional Cases

Item 1. SERVICES

- (1) If the Case Manager makes a recommendation under **paragraph (5) Item 1 Schedule 2.6**, the Chief Executive Officer of ACT Community Care may refer the recommendation to the Chief Executive Officer of the Department.
- (2) On receipt of a recommendation under **paragraph (1) Item 1**, the Chief Executive Officer of the Department may consider the recommendation and notify the Provider whether or not the recommendation (or a variation thereof) may be implemented.
- (3) On the receipt of the notification by the Chief Executive Officer of the Department that a recommendation (or a variation thereof) may be implemented, the Provider shall arrange for the provision of the further Contact Hours in accordance with the notification.
- (4) When the further Contact Hours have been completed, the Provider shall obtain a closure report (in the form approved by the Purchaser) from the relevant provider of the Contact Hours, which report shall include details of the progress resolution of issues.
- (5) Upon receipt of the closure report, the Case Manager shall undertake Case Closure in respect of the Service User.

Item 2. OUTPUTS

The Provider shall provide:

- (a) referrals of recommendations to the Department's Chief Executive,
- (b) Contact Hours to Service Users in accordance with the Department's Chief Executive's notification,
- (c) case management records relating to Service Users,
- (d) payments for Contact Hours supplied by Third Party Providers to Service Users,
- (e) financial reports (in the form approved by the Purchaser) to the Department of Justice and Community Safety

SCHEDULE—continued

reconciling Contact Hours purchased and funds expended,

- (f) records of communication (in the form approved by the Purchaser) between the Provider, the Third Party Provider and/or the Service user,
- (g) closure reports,
- (h) records of Case Closure.

Item 3. PERFORMANCE INDICATORS

In relation to each Output specified in **Item 2**, the following indicators apply:

(1) *Quality*

- (a) referrals should specify all issues relevant to the recommendation,
- (b) Service User and Case Manager satisfaction with Contact Hours provided to Service Users,
- (c) case management records are to be accurate and identify the author of entries,
- (d) payments are to reflect the Contact Hours provided,
- (e) financial reports are to be accurate,
- (f) records of communication are to be accurate,
- (g) closure reports to reflect the implementation of the Care Plan,
- (h) Case Closure reports to be accurate.

(2) *Quantity*

- (a) number of referrals shall correlate with number of decisions to refer,
- (b) number of Contact Hours to accord with notification,
- (c) case management records to be kept in relation to each Service User,
- (d) payments for Contact Hours to accord with the number of Contact Hours provided,
- (e) the number of financial reports is to correlate with the number of services purchased,

SCHEDULE—continued

- (f) the number of records of communications must correlate with the number of communications,
- (g) the number of closure reports must correlate with the number of notifications that recommendation may be implemented,
- (h) the number of Case Closure reports must correlate with the number of Case Closures completed.

(3) *Timeliness*

The Provider shall produce the Outputs according to the timeframes specified in the Revised Care Plan and as otherwise specified in this Contract.

SCHEDULE—continued

SCHEDULE 3

PROVIDER'S REPORTS

(clause 3.1)

Item 1. OUTPUT REPORTS

- (1) The provider is to provide Output reports in the form approved by the Purchaser in relation to the Outputs specified in Schedules 2.2 to 2.7 inclusive.
- (2) The Output Reports are to indicate the extent to which the Outputs comply with the Performance Indicators.
- (3) The Output Reports are to be provided quarterly, and are to be provided within 14 days after each of the quarterly periods ending on:
 - (a) 31 March 2000,
 - (b) 30 June 2000, and
 - (c) (if this Contract is still in force) 30 September 2000.
- (4) A final Output Report must be provided within 28 days of the termination of this Contract and must be provided in the form approved by the Purchaser.

Item 2. FINANCIAL STATEMENTS

- (1) The provider is to provide Financial Reports in the form approved by the Purchaser.
- (2) The Financial Reports are to provide full details of expenditure of the Purchase Price during the relevant quarter.
- (3) The Financial Reports are to be provided quarterly, and are to be provided within 14 days after each of the quarterly periods ending on:
 - (a) 31 March 2000,
 - (b) 30 June 2000, and
 - (c) (if this Contract is still in force) 30 September 2000.
- (4) The Provider must provide a Final Financial Report comprising:
 - (a) a cash/financial statement as at the end of the Contract Period providing full details of expenditure of the Purchase Price, and

SCHEDULE—continued

- (b) an audit report on the statement referred to subparagraph (4)(a), prepared by a qualified accountant who is not an office holder or employee of the Provider and who is a member of the Australian Society of Certified Practising Accountants or the Institute of Chartered Accountants in Australia, which audit report shall include an opinion as to whether the Purchase Price has been expended in the manner required by this Contract.

Item 3. OTHER REPORTS AND DOCUMENTATION

- (1) The Provider may be requested to provide receipts and other evidence relating to the expenditure of the Purchase Price.
- (2) The Provider will be requested to provide a report to the Purchaser on ways on which it considers that the victims service scheme could operate more effectively to achieve the outcomes in **Schedule 2**.

SCHEDULE—continued

SCHEDULE 4

PURCHASE PRICE AND PAYMENT

(clause 4)

Item 1. PURCHASE PRICE

- (1) The Purchaser shall pay the following for the Services:
 - (a) a fixed price for the period 24 December 1999 until 30 June 2000 of \$107,000;
 - (b) if the Contract Period extends beyond 30 June 2000, a fixed price for each month following 30 June 2000 of \$16,670 per month; and
 - (c) a fee for each Contact Hour provided to the Service User according to the rates agreed by the Purchaser, except that where a Third Party Provider delivers the Contact Hours, the Provider shall pay those fees to the Third Party Provider and the Purchaser shall reimburse the Provider for those amounts.
- (2) The fixed price covers incurred by the Provider under this Contract, other than fees for Contact Hours provided to Service Users, and includes:
 - (a) human resources;
 - (b) lease and acquisition of physical resources and assets;
 - (c) telecommunications expenses;
 - (d) database development;
 - (e) lease of computer equipment;
 - (f) costs of police checks;
 - (g) file management;
 - (h) service promotion and publicity; and
 - (i) administration costs, including implementation, evaluation, development of improvement strategies and travel.

Item 2. PAYMENT OF PURCHASE PRICE

- (1) The Purchaser shall pay the fixed price in instalments as follows:

SCHEDULE—continued

- (a) one payment of \$57,000 payable at the commencement of the Contract Period;
 - (b) one payment of \$50,000 on 1 April 2000, such payment to be subject to the receipt by the Purchaser of all reports required by this Contract; and
 - (c) if the Contract Period extends beyond 30 June 2000, monthly payments of \$16, 670 payable at the commencement of each month for which the Contract period extends, such payment to be subject to the receipt by the Purchaser of all reports required by this Contract.
- (2) Payment of the fixed price is to be made under this Contract in such a way or ways as are agreed by the parties.
 - (3) Subject to **paragraph (4)**, payments by way of reimbursement to the Provider for fees paid by the Provider to Third Party Providers shall be made only where a closure report has been obtained.
 - (4) Progressive reimbursement of amounts referred to in **paragraph (3)** may be approved by the Purchaser.
 - (5) At the end of each month, the Provider is to submit to the Purchaser an invoice relating to fees for Contact Hours provided in that month which are payable under **paragraph (3)**.

SCHEDULE—continued

SCHEDULE 5

SPECIAL CONDITIONS

Item 1. INSURANCES (Contract paragraph 5.4(4))

The Provider shall effect and maintain professional indemnity insurance relevant to its provision of the Services, for not less than \$5 million.

Item 2. AFP CHECKS—RECRUITMENT OF EMPLOYEES AND VOLUNTEERS (Contract clause 5.13)

- (1) The Provider shall institute procedures to ensure that all persons (whether employees, volunteers, subcontractors or agents) engaged by the Provider to be involved in any way with children for the purposes of this Contract, are fit and proper persons, where ‘fit and proper’ means the person:
 - (a) is capable of providing an adequate standard of care in relation to the Services,
 - (b) understands the needs of Service Users and their children (where relevant), and
 - (c) is of good character and is suitable to be entrusted with the care of children.
- (2) The Provider must be satisfied that any person referred to in paragraph (1) is ‘fit and proper’ for purposes of providing the Services. The Provider shall determine if, in respect of any such person, there has been any of the following recorded against him/her:
 - (a) convictions in Australia or overseas of any offence involving children (including but not limited to child abuse, assault and neglect),
 - (b) any action taken in Australia or overseas in respect of the protection of children who were under the guardianship or custody of the person.
- (3) The Provider’s process for the selection of employees, volunteers and agents for purposes of the Services shall be designed so that applicants are required to demonstrate the qualities described in paragraph (1) and warrant that they have had no convictions or actions recorded or taken against them as described in paragraph (2).

SCHEDULE—continued

- (4) As part of its employment practices in respect of persons who will or will be likely to have contact with children for purposes of the Services, the Provider shall:
 - (a) request from applicants personal references which must be checked by the Provider with referees, and
 - (b) obtain a clearance from the Australian Federal Police (“AFP”).
 - (5) The Provider shall obtain an AFP check each time it engages employees and volunteers who will or will be likely to have contact with children as part of the obligation to ensure that all staff are ‘fit and proper’. For purposes of satisfying this requirement, it will be insufficient for the Provider to rely upon the results of police checks tendered to the Provider by an applicant or friend, relative, agent or representative of the applicant.
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Endnote

Notification

- 1 Notified in the Gazette on 24 December 1999.