

Australian Government

# Commonwealth Standard Grant Agreement

between

the Commonwealth represented by

**Department of Social Services** 

and

[Program Schedule Organisation Legal Name]

## **Grant Agreement**

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth of Australia (the Commonwealth) and the Grantee.

## Parties to this Agreement

#### **The Grantee**

Full legal name of Grantee	
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	
Trading or business name	
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	
Registered for Goods and Services Tax (GST)	
Date from which GST registration was effective	
Registered office (physical/postal)	
Relevant business place (if different)	
Telephone	
Fax	
Email	

#### The Commonwealth

The Commonwealth of Australia represented by Department of Social Services 71 Athllon Drive, GREENWAY ACT 2900 ABN 36 342 015 855

## Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

## Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Organisation ID:	
Agreement ID:	
Program Schedule ID:	

## A. Purpose of the Grant

The purpose of the Grant is to:

Redress Support Services (RSS) provide timely access to trauma-informed and culturally appropriate community-based support services to support people's engagement with the National Redress Scheme (the Scheme) and to lodge an application for redress. This includes support for people regardless of whether the responsible institution has or has not joined the Scheme.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Families and Communities program.

## **Redress Support Services**

## **B.** Activity

In undertaking this Activity, you must:

- 1. Offer appropriate support to people applying or considering applying to the Scheme by providing:
  - clear and accessible information about the Scheme
  - client privacy and confidentiality at all times
  - guidance and support to people considering applying
  - accessible, client focused and trauma-informed services for the target client groups outlined in the Redress Support Services Manual, and considering the needs and experiences of people who have experienced institutional child sexual abuse
  - support, including outreach, to particular cohorts or identified locations to support access to the Scheme
  - assistance to complete the Redress application form, including filling out the application form and organising support documents, as required
  - assistance to interact with the Scheme and acting as a nominee, where appropriated and as agreed with the person
  - individual or group counselling and social worker support throughout the Redress process, and providing support face-to-face, by telephone, by video and/or other online settings
  - transitional support to people to assist access to Counselling and Psychological Care
  - access to interpreting or cultural translation services, as required.
  - 2. Provide appropriate warm referrals to clients as required:
    - Provide a warm referral to an alternative RSS if you become aware of an unmanageable potential conflict of interest with a person. You must update your Independence Assurance Management Strategy, where requested by the department
    - Collaborate with other RSS and other community services to ensure people receive social and practical support during the application process such as housing, health, mental health, financial and aged care services in order to meet the critical needs of the individual.
    - Provide a referral to the redress financial counselling service where it would be considered beneficial to the client
    - Where a client is considering civil action, or would like legal advice, you are required to provide a warm referral to the Schemes free legal support service, knowmore Legal Services Limited.
    - Where an individual is unable to access the Scheme, provide a warm referral to other suitable non-RSS.
  - 3. Take an active role to assist people to seek and obtain a direct personal response (DPR), if they wish to do so. This may involve:
    - speaking to people about their interest in DPR, their intent to access DPR and whether it was accepted as part of their Redress offer
    - speaking to people about their preferences for a support person, this may be a family member, close friend, support worker or an RSS member
    - working with people to facilitate contact between them and the institutions DPR contact person

- assisting people to articulate what they seek from the process (i.e. acknowledgment, apology, sharing impact, learning what processes are in place to prevent future abuse, institutional accountability etc.)
- working with people to prepare for DPR and be available to support after DPR, where indicated
- If you are representing the person to arrange a DPR, you may be required to:
  - make initial enquiries with the responsible institution on behalf of people to commence DPR discussions, where it is agreed (institution contact details are in Letters of Offer)
  - speak to the institution about what formats if DPR are available and support the person in considering which format they wish to engage in
  - make enquiries as to who the institutional representatives are that may participate in DPR and discuss any preferences of the person seeking a DPR.
- 4. Maintain and support staff wellbeing by:
  - providing continuous professional development to support practitioners to maintain and improve appropriate skills and knowledge
  - providing supervision, complemented by debriefing arrangements as appropriate.
  - ensuring the potential impacts of vicarious trauma are considered, monitored and addressed as required
- 5. Work in partnership with the department by:
  - notifying the department before making public statements regarding the scheme
  - obtaining approval from the department before distributing any communication products that are drafted by you and are specific to the Scheme
  - enabling frontline staff to attend training provided by the department
  - participating in the Scheme's evaluation activities, as required
  - undertaking communication activities to promote the Scheme to people who experienced institutional child sexual abuse. The activities could involve direct or indirect promotion, for example through engagement with intermediary organisations
  - creating a dedicated redress page on your organisations website outlining the support you provide and which links to the National Redress Scheme website
  - naming your RSS at Question 59 in the application form when assisting people to apply for redress
  - attending quarterly meetings with the Scheme's Relationship Manager. Discussions will include, but are not limited to:
    - o progress against your activity work plan
    - o number of applications you have supported to be lodged with the Scheme
    - o number of clients you have engaged through your service
    - o how you have promoted your RSS through your stakeholder networks.

#### **Provider responsibilities**

"Provide a brief description of your project or the services to be delivered and how it will contribute to the objectives outlined in the Grant Opportunity Guidelines" from the grant application.

You must regularly monitor the activities progress. The Commonwealth wants to ensure that funding results in improved outcomes and may consider redirecting grant funding if outcomes are not delivered.

#### Important requirements:

You must comply with:

- the Department of Social Services Departmental Policies\*;
- the relevant Guidelines\*;
- the Data Exchange Protocols\*;
- the Redress Support Service Manual; and
- any other service compliance requirements applicable for the Activities you are funded to deliver.

\*Any or all of these may be amended by us from time to time. If we amend these we will notify you in writing at least one month prior to the changes coming into effect. The latest version can be found on the Department of Social Services website <u>www.dss.gov.au</u>.

You must ensure that cultural and linguistic diversity is not a barrier for people targeted by this Activity, by providing access to language services where appropriate.

#### **Data Exchange Reporting**

You are required to provide client level data and service delivery information from all recipients of this Activity in accordance with the <u>Data Exchange Protocols</u>.

You must provide the data required within the Data Exchange through an approved mechanism as outlined in the Data Exchange Protocols.

You are required to finalise the submission of data within the Data Exchange for each reporting period within 30 days of the reporting period ceasing, as set out in the reporting schedule below.

For this Activity, 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.

## **Activity Work Plan**

The detailed deliverables and activities you will undertake to fulfil this Activity must be provided as part of your Activity Work Plan, to be developed in consultation with, and provided to the department as specified in Item E. Once mutually agreed the Activity Work Plan will form part of the Agreement. You are required to report against any performance measures set out in the Activity Work Plan within 30 days of the reporting period ceasing.

#### Service Types

Where you are funded for more than one service type under this Activity, and you have met the requirements within one of these service areas, you may shift all or part of any remaining funds to another service type you support under this Activity. You must advise us of resource attributions annually through the Activity Work Plan Report as detailed in Item E.

#### **Outlet Locations**

You must advise us of the outlet locations for this Activity within 3 months of the execution of this Agreement. Thereafter, you must advise us of any changes to outlet locations annually through the Activity Work Plan Report as detailed in Item E.

#### **Service Areas**

You must provide services across the service area as outlined in the table below.

Where you are funded for more than one service area, and you have met the requirements within one of these service areas, you may shift all or part of any remaining funds to another service area you support under this Activity. You must advise us of resource attributions annually through the Activity Work Plan Report as detailed in Item E.

#### Use of Location, Service Information and Attributed Funding Information

The information listed below on location, service area and any attributed DSS funding amounts will be used by us to provide reports, by region, on DSS's funding.

The information may be published on a Commonwealth website.

## **Performance Indicators**

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Number of clients assisted	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Number of events / service instances delivered	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Percentage of participants from priority target groups	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Percentage of clients achieving individual goals related to independence, participation and well- being	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Percentage of clients achieving improved independence, participation and well-being	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Number of clients assisted to lodge an application for redress	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using information available to the Scheme. This will also take into account the number of clients who may choose to pursue civil action as an alternative to lodging an application to the Scheme.
Activities are completed according to scope, quality, timeframes and budget defined in the Activity Work Plan.	The department and you agree that the Activity Work Plan has been completed as specified or, in case of divergence, to a satisfactory standard.

## **Location Information**

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1.			

#### **Service Area Information**

The Activity will service the following service area/s:

	Туре	Service Area
1.		

## **C.** Duration of the Grant

The Activity starts on 1 July 2022 and ends on 30 June 2024, which is the Activity Completion Date.

The Agreement ends on 30 November 2024 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date**.

## **D.** Payment of the Grant

The total amount of the Grant is **[Overall Activity Value for all financial years]** excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2022-2023	
2023-2024	

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the <u>Banking Act 1959</u> (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

BSB Number	
Financial Institution	
Account Number	
Account Name	

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Half yearly payment of 2022-23 funds	12 July 2022			
Half yearly payment of 2022-23 funds	1 December 2022			
Half yearly payment of 2023-24 funds	11 July 2023			
Half yearly payment of 2023-24 funds	1 December 2023			
Total Amount				

## Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity

## E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Commonwealth Standard Grant Agreement

Milestone	Information to be included	Due Date
Activity Work Plan	Output-level detail for the funded Activity negotiated with the department and captured in an Activity Work Plan as per Item E.2	15 August 2022
Performance Report	Finalisation of Data Exchange period 1 data (1 July to 31 December), as set out in the Data Exchange Protocols, as per Item E.1	30 January 2023
Other Report	Statement of Compliance Report as per Item E.4 relating to the National Principles for Child Safe Organisations and other action for the safety of Children	31 March 2023
Performance Report	Finalisation of Data Exchange period 2 data (1 January to 30 June), as set out in the Data Exchange Protocols, as per Item E.1	30 July 2023
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as per Item E.4	15 August 2023
Other Report	Independence Assurance Management Strategy Report as set out in Item E.4	15 September 2023
Financial Acquittal Report	Financial Acquittal from 1 July 2022 to 30 June 2023 as per Item E.3	31 October 2023
Performance Report	Finalisation of Data Exchange period 1 data (1 July to 31 December), as set out in the Data Exchange Protocols, as per Item E.1	30 January 2024
Other Report	Other Report Statement of Compliance Report as per Item E.4 relating to the National Principles for Child Safe Organisations and other action for the safety of Children	
Performance Report	Finalisation of Data Exchange period 2 data (1 January to 30 June), as set out in the Data Exchange Protocols, as per Item E.1	30 July 2024
Activity Work Plan Report	A report with progress against Activity Work Plan, compliance or other reporting as per Item E.4	15 August 2024
Financial Acquittal	Financial Acquittal from 1 July 2023 to 30 June 2024 as per Item E.3	31 October 2024

## **E.1 Performance Reports**

## **Data Exchange Reports**

You must provide client and service delivery information to the Community Grants Hub via the Data Exchange in accordance with the Data Exchange Protocols, within 30 days of the completion of a reporting period, as outlined in Item E.

For this Activity, you are required to participate in the Partnership Approach. Commonwealth Standard Grant Agreement The Data Exchange Protocols can be found at https://dex.dss.gov.au/data-exchange-protocols/

## E.2 Activity Work Plan

The Activity Work Plan will be negotiated between you and us from time to time as agreed by both parties during the life of the Agreement. Using our Activity Work Plan template it will specify the Activity Details, deliverables, timeframes for delivery and measures of achievement. It may include a budget or other administrative controls intended to help manage activity risks. Once the Activity Work Plan has been agreed by both parties it will form part of the Agreement.

## **E.3 Financial Acquittal Reports**

#### **Financial Declaration**

A Financial Declaration must be submitted for each financial year funded under this Grant Agreement. A Financial Declaration is a certification from the Grantee stating that funds were spent for the purpose provided as outlined in the Grant Agreement and in-which the Grantee is required to declare unspent funds. The Financial Declaration must be certified by your Board, the Chief Executive Officer or one of your officers, with authority to do so verifying that you have spent the funding on the Activity in accordance with the Grant Agreement.

## **E.4 Other Reports**

#### **Activity Work Plan Report**

For the purposes of this Agreement, Activity Work Plan Report means a document to be completed by you, on a template or system provided by us. The preferable way to submit the Report would be through the Grant Recipients Services Portal when it becomes available.

The Activity Work Plan Report template asks for progress on requirements in the Activity Work Plan for the reporting period including any compliance requirements.

#### Statement of Compliance Report

An annual Statement of Compliance Report consistent with the requirements under Clause Bank Supplementary Term CB9.3 (f) National Principles for Child Safe Organisations and other action for the safety of Children must be submitted. A Statement of Compliance Report ensures compliance with relevant State, Territory and Commonwealth legislation, including Working With Children Checks, and with the National Principles for Child Safe Organisations. The report must reflect the Grantee has met the conditions as outlined in the Supplementary Terms CB9.2 and CB9.3 of this Agreement.

#### Independence Assurance Management Strategy

For the purposes of this Agreement, Independence Assurance Management Strategy means a document to be completed by you, on a template provided by us.

The Independence Assurance Management Strategy asks you to identify the relationships that your organisation has with organisations and people responsible for all forms of institutional child abuse.

## F. Party representatives and address for notices

## Grantee's representative and address

Grantee's representative name	
Position	
Business hours telephone	
E-mail	

## **Commonwealth representative and email address**

Business hours telephone	
E-mail	

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

Organisation ID:	
Agreement ID:	
Program Schedule ID:	

## **Signatures**

\*Note: See explanatory notes on the signature block over page

#### **Executed as an Agreement**

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of Social Services, ABN 36 342 015 855 in the presence of:

(Name of Departmental Representative)	(Signature of Departmental Representative)
(Position of Departmental Representative)	
(Name of Witness in full)	(Signature of Witness)
	/
Signed for and on behalf of [Program Schedule Organ Organisation ABN – hide if NULL] in accordance with sign this Agreement:	
(Name and position held by Signatory)	(Signature)
	/
(Name and position held by second Signatory/Name of Witness)	(Signature of second Signatory/Witness)
	/

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a company, generally two signatories are required the signatories can be two Directors or a Director and the Company Secretary. Affix your Company Seal, if required by your Constitution.
- If you are a company with a sole Director/Secretary, the Director/Secretary is required to be the signatory in the presence of a witness <u>(the witness date must be the same as the signatory date)</u>. Affix your Company Seal, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required <u>(the witness date must be the same as the signatory date)</u>.
- If you are an **individual**, you must sign in the presence of a witness <u>(the witness date must be the same as the signatory date)</u>.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required <u>(the witness date must be the same as the signatory date)</u>.
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) as the trustee is the legal entity entering into the Agreement. The words 'as trustee of the XXX Trust' could be included at the end of the name.