

Offender Services & Programs Corrective Services NSW

Policy for Licensing of CSNSW Offender Programs to External Agencies



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Policy for licensing of CSNSW offender programs to external agencies

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1 Policy statement

The Corrective Services NSW (CSNSW) Compendium of Offender Behaviour Change Programs outlines the group-based programs developed and delivered by CSNSW in custody and the community. The programs are categorised as criminogenic, designed to reduce reoffending, or non-criminogenic, designed to promote well-being. The programs developed exclusively by the State-wide Programs Program Development & Integrity team – and the intellectual property of CSNSW - may be licensed by external agencies.

When a request is made by an external agency to deliver CSNSW programs, the relevant licensing agreement must be entered into between CSNSW ("the Licensor") and that agency ("the Licensee"). Pro forma Licensing Agreements for each CSNSW program are at Annexure 1 of this policy.

Licensing Agreements are not transferable, and CSNSW reserves the right to revoke a Licensing Agreement in accordance with Paragraph 8.7 below.

2 Purpose

The purpose of this Policy is to ensure that CSNSW is able to:

- protect intellectual property when CSNSW programs are purchased and conducted by external agencies
- maintain high standards and a collaborative approach to enhance program delivery

This policy sets out the conditions under which a CSNSW program may be utilised by a Licensee. These conditions include costs and duration of licensing, training, resource provision, quality assurance, data provision and ongoing support.

The policy also sets out the obligations of the Licensor and the Licensee under the Licence Deed.

3 Scope

This policy applies to all current and future programs developed by CSNSW which are delivered by an agency other than CSNSW.

4 Relevant legislation

Public Interest Disclosures Act (NSW) 1994

Public Finance and Audit Act (NSW) 1983

5 Related policies, procedures and guidelines

Licensing Agencies must be familiar with relevant NSW Department of Community and Justice (CAJ) and CSNSW policies, procedures and guidelines that relate to program delivery. These include (but are not limited to) the following:

5.1 Offender management

- CSNSW Custodial Operations Policy & Procedures (COPP)
- CSNSW Offender Program and Facilitation Standards

5.2 Professional standards

- CSNSW Conflicts of Interest Policy
- > Department of Justice Public Interest Disclosure Policy and Procedures
- > Department of Justice Code of Ethics and Conduct
- CSNSW Procurement to Payment Policy

6 Abbreviations

Terms	Definitions	
CSNSW	Corrective Services NSW	
BPSU	Business Process Support Unit	
EQUIPS	Explore, Question, Understand, Investigate, Practise, Succeed	
OS&P	Offender Services and Programs	
EQUIPS DFV	EQUIPS Domestic and Family Violence	
MAAD	Mothering at a Distance	
OOTD	Out of the Dark	

7 **CSNSW Programs and Resources**

7.1 CSNSW Programs available for License

All CSNSW programs are detailed in the Corrective Services New South Wales **Compendium** of Offender Behaviour Change Programs.

CSNSW programs available for licence by correctional agencies are:

EQUIPS (Explore, Question, Understand, Investigate, Practise, Succeed) - a suite of four behaviour change programs. The behaviour change programs are comprised of 20 x 2 hour sessions each (a total of 160 hours if a participant completes all four programs)
EQUIPS Foundation, EQUIPS Addiction, EQUIPS Aggression and EQUIPS Domestic and Family Violence.

The EQUIPS suite of programs explores thoughts, feelings and beliefs that have led to difficulties. Offenders explore and practise changing these thoughts, feelings and beliefs which can then result in more options to improve their lives.

Note that the EQUIPS programs can be licenced individually or as a full suite – but that it is a requirement that EQUIPS Foundation is licenced and delivered as a prerequisite to any other EQUIPS program.

• Remand - Domestic Violence

Remand Domestic Violence is a six (6) session intervention that focuses on assisting inmates to understand their legal circumstances specific to domestic violence and to provide them with knowledge and skills for healthier relationships. The intervention is based on cognitive-behavioural therapy principles and strategies in the EQUIPS suite of programs.

NOTE: Domestic Violence – Remand can only be licensed to agencies that are also licensed to deliver EQUIPS Domestic and Family Violence.

CSNSW programs available for licence by correctional and other external agencies are:

• **Out of the Dark (OOTD)** –consists of 6 x 2 hour sessions. It is a program for women offenders who have experienced domestic abuse as victims. It is designed to help participants identify issues around domestic and family violence and to identify the options and support available.

Women who are dealing with traumatic experiences such as domestic abuse may have difficulty engaging in the personal work of rehabilitation and behaviour change in other programs. Out of the Dark is an opportunity for them to address these issues in such a way as to help them enter other programs..

• **Mothering at a Distance (MAAD)** – consists of 10 x 1.5 to 2 hour sessions. It is a program for women offenders that enhances the mother-and-child relationship, increases participant's maternal sensitivity and reduces the trauma of separation caused by incarceration. The aim of MAAD is to break the intergenerational cycle of crime.

7.2 Licensed Program Resources and Requirements

7.2.1 Program manuals and resources

CSNSW undertakes to provide the Licensee with:

- Notification of updates and amendments to licensed programs
- Replacement material in the event that manual updates occur during the term of the Licensing Agreement

7.2.2 EQUIPS Program Suite

EQUIPS program facilitator manuals will be provided at the cost of \$45 per manual. There are five facilitator manuals in the suite:

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

The EQUIPS suite is supported by video resources that can be provided in either DVD format or on a USB.

There are no participant manuals. Handouts are included with the facilitator manuals and it is the responsibility of the Licensee to photocopy these resources as required.

All resources associated with the EQUIPS Suite of Programs are issued to the Licensee's facilitators during training.

7.2.3 Out of the Dark

Out of the Dark program facilitator manuals and all other documentation associated with this program are provided either on a CD – issued to the Licensee's facilitators during training on CSNSW premises or electronically if training is provided on Licensee premises. When training is conducted on Licensee premises, the printing of the manuals for distribution to the training participants prior to training is the responsibility of the Licensee.

The CD provides the Licensee with:

- Facilitator training manual the manual outlines the six sessions of the program and provides program aims/purpose and activity suggestions for facilitators.
- Participant workbook the workbook provides the participants with the activities for each session.
- Research and information on Domestic Violence this section of the Program CD provides research papers and client information brochures for the facilitators and participants.
- The address from which to obtain the Documentary '*Love me love me not*' Amanda Baker story which is used in this program as a learning tool.

Out of the Dark materials that can be reproduced in print form from the *Facilitator's Guide* and the Program CD:

- Handouts for participants
- Workbooks for participants
- Facilitator guide for facilitators
- All information pertaining to AVOs/DV and safety for participants note that this information is relevant to NSW.

7.2.4 Mothering at a Distance (MAAD)

Mothering at a Distance program facilitator manuals and all other documentation associated with this program will be provided either on a CD – issued to the Licensee's facilitators during training on CSNSW premises or electronically if training is provided on Licensee premises. When training is conducted on Licensee premises, the printing of the manuals for distribution to the training participants prior to training is the responsibility of the Licensee.

The Mothering at a Distance program CD resource provides the Licensee with:

- Facilitator training manual the manual outlines the 10 sessions of the program and provides program aims/purpose and activity suggestions for facilitators
- Participant workbook the workbook provides the participants with the activities for each session
- Program videos, pamphlets and posters

Delivery of the MAAD program is supported by the use of Parenting Cards and a Story Time Kit as well as craft and other supplies to support program participation. The Licensee is required to purchase products and equipment to support program delivery.

The Licensee is also required to provide local support service information that will be available to the women who attend the MAAD program and is deemed specific to target the needs of this cohort.

8.2.2 Program Facilitation Toolkits

EQUIPS Program facilitation toolkits are used to support delivery of all CSNSW offender programs. The toolkits include resources that align with and assist in the delivery of program modules. Program facilitators will be trained in the use of the toolkit resources as part of the program training.

CSNSW provides EQUIPS program facilitation toolkits at the cost of \$350 per kit.

The Licensee is responsible for the contents of each kit purchased. Full replacement kits only will be provided, at a cost of \$350 per kit.

Out of the Dark and Mothering at a Distance tool kits are the responsibility of the Licensee. A full list of program tool kit requirements for each program is set out at Annexure 4.

8 Implementing guidelines

When CSNSW programs are to be delivered by an external agency, a Licensing Agreement must be first entered into between CSNSW ("the Licensor") and that agency ("the Licensee").

8.1 Licensing agreement

Delivery of any CSNSW offender program and/or use of CSNSW program materials without a current Licensing Agreement is an breach of CSNSW copyright.

A Licensing Agreement is valid for the conduct of the program by the Licensee only, up to a maximum of three years, at which time the Agreement will be reviewed.

The cost of the three-year licence is a one-off payment of \$7,500 for each individual program, payable by the Licensee at the time of signing the Agreement. The cost to purchase a three-year licence for the full suite of EQUIPS Programs is \$15,000.

Support following training by CSNSW staff, will be negotiated with the Licensee on a case by case basis. Support provided to the licensee post training will incur a cost.

Licensing Agreement templates for individual programs are at Annexure 1.

8.2 Qualifications and training

All facilitators delivering CSNSW programs on behalf of Licensees, must participate in formal CSNSW provided program training.

The State-Wide Programs team in CSNSW may provide training at the Licensee's premises or at a CSNSW location in NSW. Note that the location and timing of training will be determined by CSNSW resource availability.

The cost for in-house training for a maximum of 10 participants is \$1,400 per day. The cost of training increases by \$200 per day for each additional training participant, up to a maximum of 16. These costs are the responsibility of the Licensee.

All costs associated with travel and accommodation for CSNSW training staff are to be borne by the Licensee and will be agreed upon prior to execution of the contract. Any CSNSW staff salary and/or travel costs incurred due to staff being required to work on a weekend will also be borne by the Licensee.

Travel arrangements for CSNSW staff to deliver training will be arranged by CSNSW through its approved suppliers and charged to the Licensee.

The cost for training as part of a CSNSW scheduled training session at a CSNSW training facility is \$200 per day per participant for program training and \$250 per day for Creative Group Work. All costs associated with travel and accommodation and other allowances for Licensee staff will be borne by the Licensee. All travel and accommodation arrangements for Licensee staff are the responsibility of the Licensee.

Facilitators of CSNSW programs on behalf of Licensees must hold a current <u>National Police</u> <u>Certificate</u> which needs to be renewed annually. This remains the responsibility of the Licensee to implement and monitor for their facilitators.

8.2.1 Creative Group Work and Cognitive Behavioural Therapy Training

All CSNSW program facilitators are required to participate in both Creative Group Work (CGW) and Cognitive Behavioural Therapy (CBT) training prior to commencing offender program training.

Recognition of Prior Learning (RPL) may be available for facilitators who are able to demonstrate previous training, experience and skill in group treatment and/or CBT.

CGW provides training in the processes that underpin group-facilitation and CBT provides training in relation to the clientele and assists facilitators to link the offender profile to the work in the group.

The number of training days required for each is:

Creative Group Work	5 days (on-site at licensee premises)	
	6 days (at a CSNSW training location)	
Cognitive Behavioural Therapy	1 day	

8.2.2 EQUIPS Program Suite Training

Individual training is required for each of the four (4) EQUIPS programs. The number of training days required for each program is as follows:

•	EQUIPS Foundation	3 days
•	EQUIPS Domestic and Family Violence	2 days
•	EQUIPS Aggression	2 days
•	EQUIPS Addiction	2 days
•	EQUIPS Maintenance	1 day

8.2.3 Out of the Dark training

The number of days required for training for Out of the Dark is as follows:

• Out of the Dark 1 day

8.2.4 Mothering at a Distance

The number of days required for Mothering at a Distance is as follows:

• Mothering at a Distance 2 days

8.2.5 Remand Domestic Violence

The number of days required for Remand Domestic Violence is as follows:

• Remand Domestic Violence 1 day

8.2.6 Train the Trainer Workshop

The Licensee must agree to an on-going commitment to ensure that **all** staff delivering CSNSW programs will be appropriately trained. To assist the Licensee with on-going staff training requirements the Licensee can add a train-the-trainer module to the program training package.

The Train the Trainer Workshop trains managers and Team Leaders to deliver offender program training to their own staff.

The cost of a Train the Trainer Workshop is **\$2000** for a full day workshop delivered to up to 6 people on CSNSW premises, or for up to 6 people on site – plus any associated travel/accommodation costs. The Train the Trainer workshop covers EQUIPs program training and EQUIPS program quality assurance.

Train the Trainer training can only be attended following formal offender program training has been successfully completed. The workshop can be scheduled to immediately following program training.

8.3 Professional supervision

It is recommended that Licensees provide their CSNSW offender program facilitators with regular professional supervision opportunities.

8.4 Program Quality Assurance and Monitoring

Licensees must agree to implement an on-going program quality assurance and data collection processes analogous to that implemented by CSNSW.

Quality assurance template documents are Annexure 2.

8.4.1 Program Quality Assurance

CSNSW provides program quality assurance and integrity training to Managers and Team Leaders in a half-day workshop. The cost of the Quality Assurance and Integrity Workshop is **\$1000** for a half-day delivered to up to 5 people on CSNSW premises or **\$1400** for up to 5 people on site – plus any associated travel/accommodation costs.

The half-day Quality Assurance and Integrity Workshop can be delivered on the same day as the half-day Train the Trainer Workshop. The cost of a combined workshop day is **\$1400** for up to 5 people on CSNSW premises or **\$2000** for up to 5 people on site – plus any associated travel/accommodation costs.

Licensees can request on-going support from CSNSW to assist with program quality assurance and integrity. The provision of this service is dependent on CSNSW staff resourcing and will attract a **\$1400 charge**, plus any travel/accommodation related expenses.

The quality assurance and integrity support will include:

- 2 x 2 hours of live in-group observation
- Writing and delivery of a program facilitation observation report
- Structured debrief with program facilitators
- Writing and delivery of an example debrief report

CSNSW reserves the right to monitor the integrity of its programs under licence and licensed programs may be subject to quality assurance and integrity monitoring by the CSNSW State Wide Programs team. Quality assurance monitoring may include observation of program delivery. The observation intervals will be agreed with the Licensee on a case by case basis.

8.4.2 Program Monitoring

Licensees are required to provide a quarterly report plus program unit record data to unit record to CSNSW.

A program monitoring data collection template is Annexure 3.

8.5 Program licencing and other costs

8.5.1 Payable to CSNSW

The following costs are subject to change and will be reviewed at the end of the three year Licensing Agreement.

Expense item	\$	
Three year program licence		
Per program	7500	
Full EQUIPS Suite	15000	
Facilitator training		
Licensee premises	1400	For up to 10 participants. Additional participants may be included at \$200 per head, to a maximum of 16 participants
CSNSW training location:		
EQUIPS; OOTD & MAAD	200	Per participant per day
CSNSW training location: Creative Group Work (including marking and assessment of participant work)	250	Per participant, per day
Train the trainer workshop	230	
Licensee premises	1400	For up to 5 participants
CSNSW training location	1400	For up to 5 participants
Quality Assurance workshop		
Licensee premises	1400	For up to 5 participants
CSNSW training location	1000	For up to 5 participants
Both workshops on the same day		For up to 5 participants
Licensee premises	2000	For up to 5 participants
CSNSW training location	1400	For up to 5 participants
Additional CSNSW program support		
Licensee premises	1400	Service provision as detailed in s9.4.1
Program Facilitation Toolkits		
All CSNSW offender programs	350	per toolkit
EQUIPS program manuals		
Foundation	45	per manual
Domestic and Family Violence	45	per manual
Aggression	45	per manual
Addiction	45	per manual
Travel and Accommodation		
Any travel/accommodation related expenses incurred by CSNSW staff in the execution of a licensing agreement		To be paid by the Licensee on a per- case, cost-recovery basis

8.5.2 Other costs to be borne by the Licensee

- Professional/Clinical Supervision for facilitators (see Section 9.3)
- National Police Certificate renewed annually for each facilitator costing approximately \$50 each year (see Paragraph 8.2)

9 Refusal to sign or revocation of the Licensing Agreement

CSNSW can revoke the Licensing Agreement if, during training, it is noted that the Licensee's facilitator/s are not meeting the required standards in accordance with the CSNSW Offender *Program and Facilitation Standards*.

Where the Licensee does not comply with the terms of the Licensing Agreement, or does not deliver the program/s as intended, the Licensee and Licensor should, in the first instance, enter into mediation with a view to rectification. If the issues cannot be resolved through mediation, the Licensing Agreement can be revoked by the Licensor (CSNSW), who will give 14 days' notice of termination.

Revocation can also occur should major amendments be required to the program in its current form.

Should the Licensee wish to terminate the Licensing Agreement prior to its expiry, written notice must be addressed to the Director, State-wide Programs.

10 Summary obligations of each party to the agreement

10.1 Summary of obligations of the Licensor (CSNSW)

Following are the obligations required of CSNSW under this Licensing Agreement:

- Supply of facilitator manual/s to the Licensee on either a cost per unit for a hard copy or in electronic format (depending on the program).
- Notification to the Licensee of updates and amendments to the program and/or program manual.
- Notification to the Licensee of outcomes of any research relating to programs under this Licensing Agreement.
- Open communication to ensure the integrity of the program is maintained.
- Replacement manuals in the event that manual updates occur during the term of the Licensing Agreement (on a cost per unit basis).

10.2 Summary of obligations of the licensee

- Ensuring the integrity of the program (adhering to the manuals, engaging qualified and appropriate facilitators, keeping accurate records of participants as set out in <u>Annexure</u> <u>3</u>).
- Ensuring that facilitators of CSNSW programs have paid for and hold a current <u>National</u> <u>Police Certificate</u> which must be renewed annually.
- The Licencee agrees purchase updated program manuals as required.
- Providing monitoring and performance data to the Licensor on a quarterly basis throughout the three year period of the Licensing Agreement (see data requirements at <u>Annexure 3</u>).

11 Document information

Title:	Policy for Licensing of Offender Programs to External Agencies	
Business Owner:	Offender Programs, OS&P	
Author: Danielle Matsuo		
	Director, State-wide Programs, OS&P	
	Email Address: <u>Danielle.matsuo@justice.nsw.gov.au</u>	
Approval Authority:	CSNSW Policy Sub Committee	
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12 Document history

Version	Date	Reason for Amendment
1.0	22/02/2016	
1.1	06/10/2016	Format updates and repairing broken hyperlinks
1.2	18/10/2016	Removed internal links
2.0	24/01/2019	Update licensed programs and licencing procedures
2.1	11/06/2020	Update to include additional programs, train the trainer model and refine service provision

ANNEXURE 1

CORRECTIVE SERVICES NSW

(ABN 32 980 170 687)

and

NAME OF LICENSEE (ACN)

COPYRIGHT LICENCE DEED

EQUIPS Program Suite

Senior Legal Officer, Contracts Legal Branch Legal Services Division Corrective Services NSW Department of Justice

Ph: 8346 1889 Fax: 8346 1226

- COPYRIGHT LICENCE DEED – <u>EQUIPS PROGRAM SUITE</u>

DATED20___

PARTIES:

- THE COMMISSIONER OF CORRECTIVE SERVICES FOR AND ON BEHALF OF THE STATE OF NEW SOUTH WALES, CORRECTIVE SERVICES NSW (ABN 32 980 170 687) ("CSNSW"), NSW Department of Community and Justice of 20 Lee Street, SYDNEY, New South Wales, 2000 and

The parties agree:

BACKGROUND

- A). CSNSW has developed and is the copyright owner of the program entitled EQUIPS (Explore, Question, Understand, Investigate, Practise, Succeed). EQUIPS is designed to reduce the risk of reoffending for medium to high risk offenders. It is based on a Cognitive Behavioural Therapy (CBT) approach, and is designed to increase participation opportunities for offenders in both custodial and community settings.
- B). CSNSW agrees to grant a non-exclusive, non-transferable, royalty free licence to to use (select from the following) - EQUIPS Foundation/ EQUIPS Domestic and Family Violence/ EQUIPS Aggression/ EQUIPS Addiction/ EQUIPS Maintenance at a cost of \$7500 per program over three (3) years or the full EQUIPS suite of programs at a cost of \$15,000 over three (3) years, andwill only use the EQUIPS materials (as set out in schedule 1) in printed form and not in any other manner.

CONDITIONS

 by both parties for a further three (3) years. If a new Licensing Agreement is not negotiated and arranged, then this Deed will expire on (the expiry date).

- 3). *(the Licensee)* will deliver the program either independently, or in partnership with staff from other local services, on the following basis:
 - a) The program is administered by a Co-ordinator on behalf of the Licensee
 - b) The Co-ordinator of the program is responsible for appointing and reviewing facilitators, ensuring they have the necessary qualifications, experience and background checks as specified in the Policy
 - c) The Co-ordinator will ensure that all those who deliver the program have received training by the CSNSW State-wide Programs Team or by a Trainer who has been approved by CSNSW.
 - d) The co-ordinator will ensure that all those who deliver the program are assessed as per the required program quality assurance guidelines.
 - e) For NSW based agencies, The EQUIPS Domestic and Family Violence program will be delivered in accordance with *the Practice Standards for Men's Domestic Violence Behaviour Change Programs*
 - f) The program will be delivered using only the resources found in the facilitator guide.
- 4). Any staff of *the Licensee* delivering the *EQUIPS* program are to be trained **prior to** delivering the program. *The Licensee* will at all times acknowledge *CSNSW* as the source of the program manuals and any reproduced materials and copyright owner of the program manuals and any reproduced materials.
- 5). *The Licensee* will not edit the *EQUIPS* materials except with the prior written approval of *CSNSW*.
- 6). *The Licensee* releases and indemnifies *CSNSW* and its officers, employees and agents, and each of them, past and present, from all actions, proceedings, accounts, rights, claims, demands, liabilities, costs and expenses, wherever and however arising, known or unknown arising out of or relating in any way to the *EQUIPS* materials.
- 7). The Licensee shall at all times remain responsible for ensuring that it is using the latest version of the EQUIPS materials and CSNSW shall not be held responsible should *the Licensee* use an earlier version without current amendments. CSNSW will ensure that Licensees are made aware of any amendments or updates.

8). Correspondence and notices under this Agreement may be delivered by prepaid post or certified mail, by hand or by facsimile transmission or by email as follows:

to CSNSW-

Corrective Services NSW (ABN 32 980 170 687) Level 7, 20 Lee Street Sydney NSW 2000 or GPO Box 31 Sydney NSW 2001 Ph: (02) 8346 1002; Fax: (02) 8346 1115 Email: <u>OSPBusinessProcessSupport@justice.nsw.gov.au</u>

to Licensee -

This Deed is governed by the law of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales. This Deed embodies the entire agreement between the parties and supersedes all prior agreements and undertakings.

Schedule 1

(Background 'B')

EQUIPS Materials provided by CSNSW tothe Licensee

EQUIPS program facilitator manuals will be provided at training – at the cost of \$45 per manual.

The delivery of the EQUIPS suite is supported by program toolkit materials – at the cost of \$400 per kit. Each kit will contain video resources provided in either DVD format or on a USB.

The table below details the number of manuals and kits to be provided as part of this licensing agreement. It also details the inclusion of a DVD or a USB resource in the Program Toolkits.

Based on the terms of this agreement, CSNSW will provide:

EQUIPS program manuals	
Foundation	 \$45 per manual
Domestic and Family Violence	 \$45 per manual
Aggression	 \$45 per manual
Addiction	 \$45 per Manual
Maintenance	\$45 per manual
Program Facilitation Toolkits	
Number of kits	\$400 per kit
Video resources	
DVDs	 1 per kit
USBs	1 per kit

Schedule 2

(Condition '2')

EQUIPS Materials that can be reproduced in print form

There are no participant manuals. Handouts are included in the facilitator manuals and can be photocopied as required.

EXECUTED BY THE PARTIES AS A DEED

Execution for Corrective Services NSW:

SIGNED BY: DANIELLE MATSUO Director, Statewide Programs as duly authorised delegate of the Commissioner, Corrective Services in the presence of:

Signature of authorised delegate

Signature of witness

Print name of witness

Print position title of witness

Signed by The Licensee:

In accordance with s127 of the

Corporations Act 2001 (Cth)

Signature of Licensee Representative

.....

Print name of Licensee Representative

in the presence of:

Signature of witness

Print name of witness

Print position title of witness

CORRECTIVE SERVICES NSW

(ABN 32 980 170 687)

and

NAME OF LICENSEE (ACN)

COPYRIGHT LICENCE DEED

Out of the Dark

(A Domestic Abuse Program for Women)

Senior Legal Officer, Contracts Legal Branch Legal Services Division Corrective Services NSW Department of Justice

Ph: 8346 1889 Fax: 8346 1226

COPYRIGHT LICENCE DEED – OUT OF THE DARK

DATED...... day of...... 20___

PARTIES:

- THE COMMISSIONER OF CORRECTIVE SERVICES FOR AND ON BEHALF OF THE STATE OF NEW SOUTH WALES, CORRECTIVE SERVICES NSW (ABN 32 980 170 687) ("CSNSW"), NSW Department of Communities and Justice of 20 Lee Street, SYDNEY, New South Wales, 2000; and

The parties agree:

BACKGROUND

- A). CSNSW has developed and is the copyright owner of the program entitled *Out of the Dark*. *Out of the Dark* is a program for women offenders who have experienced domestic abuse. It provides women offenders with information about relationships to assist them in making healthy lifestyle choices.

CONDITIONS

- 1). *CSNSW* grants to *(the Licensee)* a three (3) year royalty free nontransferable licence to use the *Out of the Dark* materials at a cost of \$7,500 over three years, commencing on..... and expiring on If both parties agree to extend the term, then a new Licensing Agreement must be duly executed by both parties for a further three (3) years. If a new Licensing Agreement is not negotiated and arranged, then this Deed will expire on (the expiry date).
- 2). The Licenseeacknowledges that this Deed does not transfer to it any right in the Out of the Dark materials other than the licence granted under clause 1. The Licenseewill only reproduce the Out of the Dark materials in printed form

- 3). (the Licensee) will deliver the Out of the Dark program as a support group for women who have experienced domestic abuse. The program will be conducted either independently, or in partnership with staff from other local services, on the following basis:
 - a) The program is administered by a Co-ordinator on behalf of the Licensee
 - b) The Co-ordinator of the program is responsible for appointing and reviewing facilitators, ensuring they have the necessary qualifications, experience and background checks as specified in the Policy
 - c) The Co-ordinator will ensure that all those who deliver the program have received training by the CSNSW Statewide Programs Team, or by a Trainer who has been approved by CSNSW.
 - d) The co-ordinator will ensure that all those who deliver the program are assessed as per the required program quality assurance guidelines.
 - e) The program will be delivered using only the resources found in the facilitator guide
- 4). Any staff of the Licensee delivering the Out of the Dark program are to be trained prior to delivering the Out of the Dark program. The Licensee will at all times acknowledge CSNSW as the source of the program manuals and any reproduced materials and copyright owner of the program manuals and any reproduced materials.
- 5). *The Licensee* will not edit the *Out of the Dark* materials except with the prior written approval of *CSNSW*.
- 6). *The Licensee* releases and indemnifies *CSNSW* and its officers, employees and agents, and each of them, past and present, from all actions, proceedings, accounts, rights, claims, demands, liabilities, costs and expenses, wherever and however arising, known or unknown arising out of or relating in any way to the *Out of the Dark* materials.
- 7). The Licensee shall at all times remain responsible for ensuring that it is using the latest version of the *Out of the Dark* materials and *CSNSW* shall not be held responsible should *the Licensee* use an earlier version without current amendments. *CSNSW* will ensure that Licensees are made aware of any amendments or updates.
- 8). Correspondence and notices under this Agreement may be delivered by prepaid post or certified mail, by hand or by facsimile transmission or by email as follows:
 - a) to CSNSW-

Corrective Services NSW (ABN 32 980 170 687) Level 7, 20 Lee Street Sydney NSW 2000 or GPO Box 31 Sydney NSW 2001 Ph: (02) 8346 1002; Fax: (02) 8346 1115 Email: <u>OSPBusinessProcessSupport@justice.nsw.gov.au</u> > to Licensee -

This Deed is governed by the law of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales. This Deed embodies the entire agreement between the parties and supersedes all prior agreements and undertakings.

Schedule 1

(Background 'B')

Out of the Dark Materials provided by CSNSW tothe Licensee

Out of the Dark program facilitator manuals and all other documentation associated with this program will be provided either on a CD – issued to the Licensee's facilitators during training on CSNSW premises or electronically if training is provided on Licensee premises. When training is conducted on Licensee premises, the printing of the manuals prior to training is the responsibility of the Licensee.

The CD provides the Licensee with:

- Facilitator training manual the manual outlines the six sessions of the program and provides program aims/purpose and activity suggestions for facilitators.
- Participant workbook the workbook provides the participants with the activities for each session.
- Research and information on Domestic Violence this section of the Program CD provides research papers and client information brochures for the facilitators and participants.
- The address from which to obtain the Documentary '*Love me love me not*' Amanda Baker story which is used in this program as a learning tool.

Schedule 2

(Condition '2')

Out of the Dark Materials that can be reproduced in print form

Out of the Dark materials that can be reproduced in print form from the *Facilitator's Guide* and the Program CD:

- Handouts for participants
- Workbooks for participants
- Facilitator guide for facilitators
- All information pertaining to AVOs/DV and safety for participants

EXECUTED BY THE PARTIES AS A DEED

Execution for Corrective Services NSW:

SIGNED BY: DANIELLE MATSUO Director, Statewide Programs as duly authorised delegate of the Commissioner, Corrective Services in the presence of:

Signature of authorised delegate

Signature of witness

Print name of witness

Print position title of witness

Signed by The Licensee:

In accordance with s127 of the

Corporations Act 2001 (Cth)

Signature of Licensee Representative

Print name of Licensee Representative

in the presence of:

Signature of witness

Print name of witness

Print position title of witness

CORRECTIVE SERVICES NSW

(ABN 32 980 170 687) and

and

NAME OF LICENSEE (ACN)

COPYRIGHT LICENCE DEED

Mothering at a Distance (MAAD)

Senior Legal Officer, Contracts Legal Branch Legal Services Division Corrective Services NSW Department of Justice

Ph: 8346 1889 Fax: 8346 1226

COPYRIGHT LICENCE DEED – MOTHERING AT A DISTANCE (MAAD)

DATED...... day of...... 202_

PARTIES:

- THE COMMISSIONER OF CORRECTIVE SERVICES FOR AND ON BEHALF OF THE STATE OF NEW SOUTH WALES, CORRECTIVE SERVICES NSW (ABN 32 980 170 687) ("CSNSW"), NSW Department of Communities and Justice of 20 Lee Street, SYDNEY, New South Wales, 2000; and
- 2. NAME OF LICENSEE

The parties agree:

BACKGROUND

CSNSW, with Tresillian Family Care Centres, has developed and is the copyright owner of the program entitled *Mothering at a Distance* (MAAD). *MAAD* is a program designed to reduce the distress caused by separation due to incarceration of female offenders with young children. MAAD aims to break the intergenerational cycle of crime by enabling women participants to develop strategies to:

- enhance the mother and child relationship
- increase maternal sensitivity and appropriate responsiveness to infant signals
- increase ability to reflect on their own and their child/children's behaviours, thoughts and feelings in regard to attachment-caregiving interaction
- build on maternal and infant strengths
- increase the mother's knowledge and skills to care for her child/children to enhance positive impact of her current caregiving patterns and behaviours

CONDITIONS

3) (the Licensee) will deliver the Mothering at a Distance program to reduce the distress caused by separation due to incarceration of female offenders with young children. The program will be conducted either independently, or in partnership with staff from other local services, on the following basis:

a) The program will be administered by a Co-ordinator on behalf of the Licensee

b) The Co-ordinator of the program is responsible for appointing and reviewing facilitators, ensuring they have the necessary qualifications, experience and background checks as specified in the Policy

c) The Co-ordinator will ensure that all those who deliver the program have received training by the CSNSW Statewide Programs Team, or by a Trainer who has been approved by CSNSW.

- d) The co-ordinator will ensure that all those who deliver the program are assessed as per the required program quality assurance guidelines.
- e) The program will be delivered using only the resources found in the facilitator guide

4) Any staff of *the Licensee* delivering the *Mothering at a Distance* program will be trained prior to delivering the *Mothering at a Distance* program. *The Licensee* will at all times acknowledge *CSNSW* as the source of the program manuals and any reproduced materials and copyright owner of the program manuals and any reproduced materials.

5) The Licensee will not edit the Mothering at a Distance program materials without prior written approval of CSNSW.

6) The Licensee releases and indemnifies *CSNSW* and its officers, employees and agents, and each of them, past and present, from all actions, proceedings, accounts, rights, claims, demands, liabilities, costs and expenses, wherever and however arising, known or unknown arising out of or relating in any way to the *Mothering at a Distance* materials.

7) The Licensee shall at all times remain responsible for ensuring that it is using the latest version of the *Mothering at a Distance* materials and *CSNSW* shall not be held responsible should *the Licensee* use an earlier version without current amendments. *CSNSW* will ensure that Licensees are made aware of any amendments or updates.

8) Correspondence and notices under this Agreement may be delivered by prepaid post or certified mail, by hand or by facsimile transmission or by email as follows:

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Schedule 1

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Mothering at a Distance program facilitator manuals and all other documentation associated with this program will be provided either on a CD – issued to the Licensee's facilitators during training on CSNSW premises or electronically if training is provided on Licensee premises. When training is conducted on Licensee premises, the printing of the manuals for distribution to the training participants prior to training is the responsibility of the Licensee.

The Mothering at a Distance program CD resource provides the Licensee with:

- Facilitator training manual the manual outlines the 10 sessions of the program and provides program aims/purpose and activity suggestions for facilitators
- Participant workbook the workbook provides the participants with the activities for each session
- Program videos, pamphlets and posters

Delivery of the MAAD program is supported by the provision of craft and other supplies to program participants. The Licensee is required to purchase products and equipment (in the form of craft supplies) for each MAAD program delivered.

Schedule 2

(Condition '2')

Mothering at a Distance materials that can be reproduced in print form

Mothering at a Distance materials that can be reproduced in print form from the *Facilitator's Guide* and the Program CD:

- Handouts for participants
- Workbooks for participants
- Facilitator guide for facilitators

EXECUTED BY THE PARTIES AS A DEED

Execution for Corrective Services NSW:

SIGNED BY: DANIELLE MATSUO Director, Statewide Programs as duly authorised delegate of the Commissioner, Corrective Services in the presence of:

Signature of authorised delegate

Signature of witness

Print name of witness

Print position title of witness

Signed by The Licensee:

In accordance with s127 of the

Corporations Act 2001 (Cth)

Signature of Licensee Representative

Print name of Licensee Representative

in the presence of:

Signature of witness

Print name of witness

Print position title of witness

CORRECTIVE SERVICES NSW

(ABN 32 980 170 687) and

NAME OF LICENSEE (ACN)

COPYRIGHT LICENCE DEED

Remand Domestic Violence

Senior Legal Officer, Contracts Legal Branch Legal Services Division Corrective Services NSW Department of Justice

Ph: 8346 1889 Fax: 8346 1226

COPYRIGHT LICENCE DEED – Remand DV

DATED...... day of...... 202_

PARTIES:

- 3. THE COMMISSIONER OF CORRECTIVE SERVICES FOR AND ON BEHALF OF THE STATE OF NEW SOUTH WALES, CORRECTIVE SERVICES NSW (ABN 32 980 170 687) ("CSNSW"), NSW Department of Communities and Justice of 20 Lee Street, SYDNEY, New South Wales, 2000; and
- 4. NAME OF LICENSEE

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5) The Licensee will not edit the Mothering at a Distance program materials without prior written approval of CSNSW.

6) The Licensee releases and indemnifies *CSNSW* and its officers, employees and agents, and each of them, past and present, from all actions, proceedings, accounts, rights, claims, demands, liabilities, costs and expenses, wherever and however arising, known or unknown arising out of or relating in any way to the *Mothering at a Distance* materials.

7) The Licensee shall at all times remain responsible for ensuring that it is using the latest version of the *Mothering at a Distance* materials and *CSNSW* shall not be held responsible should *the Licensee* use an earlier version without current amendments. *CSNSW* will ensure that Licensees are made aware of any amendments or updates.

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to Licensee -

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(Background 'B')

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Schedule 2

(Condition '2')

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- Workbooks for participants
- Facilitator guide for facilitators

EXECUTED BY THE PARTIES AS A DEED

Execution for Corrective Services NSW:

SIGNED BY: DANIELLE MATSUO Director, Statewide Programs as duly authorised delegate of the Commissioner, Corrective Services in the presence of:

Signature of authorised delegate

Signature of witness

Print name of witness

Print position title of witness

Signed by The Licensee:

In accordance with s127 of the

Corporations Act 2001 (Cth)

Signature of Licensee Representative

Print name of Licensee Representative

in the presence of:

Signature of witness

Print name of witness

Print position title of witness



ANNEXURE 2 –

Recommended program fidelity template for program observations

Part 1: Adherence to Program Manual, Content and Material

• Were the program activities set up, explained to the group and delivered correctly?

Adherence to Program Manual, Content and Material	Strengths	Opportunity for Learning
Were the program activities set up, explained to the group and delivered correctly?		
Were all learning points covered?		
Were all resources available and utilised?		



T



Group Work Skills and Participant Engagement	Strengths	Opportunities for learning
Did the facilitator demonstrate effective shared facilitation skills?		
Did the facilitator effectively engage participants in experiential learning including role plays?		
Did the facilitators appropriately challenge participants' attitudes and beliefs?		



Part 3: Program Responsivity and Professional Discretion

Program Responsivity and Professional Discretion	Strengths	Opportunities for learning
Was there appropriate adaptation of program material to reflect differences in: literacy levels language skills cultural values ethnicity gender and age social background various life experiences?		
Did the facilitator effectively engage participants in experiential learning including role plays?		
Did the facilitators appropriately challenge participants' attitudes and beliefs?		



Part 4: Facilitator Strengths and Competencies

Facilitator Strengths and Competencies	Strengths	Opportunities for learning
Did the facilitator display confidence in the delivery of the session?		
Did the facilitator display sensitivity to minor issues and the ability to respond to a crisis in an effective manner? (i.e. appropriate conflict resolution techniques?)		
Did the facilitator display appropriate pro-social modelling by exhibiting recognised problem solving techniques?		

Summary: General Comments / Recommendations:

Signature

Name (print)

Date



Recommended Program Completion Debrief

State-Wide Programs Team, Offender Services & Programs

Corrective Services NSW

NSW Department of Communities and Justice

This document provides a sequential structured debrief interview that is designed to assist staff at the completion of program delivery with reflection on their personal skills and working relationship with co-facilitator.

It is suggested that each question be answered individually, and in the correct order to encourage a balanced opportunity for reflection.

Staff members can choose to participate and answer the questions in as much detail as they feel comfortable sharing. The purpose of the debrief is to increase skills in self-reflection and strengthen working relationships with peers.

Instructions: At the end of the program, schedule at least 1 hour to get together with your co-facilitator to go through the questions below.

- Given you have now been working together as a team for the duration of the current program, can you each in turn reflect on what it was that you appreciated most in your co-facilitator? What things did you notice he/she did really well throughout the program?
- Can you think and reflect on what you thought and/or did that worked well when facilitating the program?
- What did you find difficult? Why? Significant challenges experienced.
- What would you do differently next time?
- What would you ask your co-facilitator to do differently next time?
- On reflection, what did you do to increase your working relationship with the staff in the location where the program was delivered?
- Did you have any serious concerns about the program content throughout the delivery?

Annexure 3 – Program Monitoring Data

As part of this Licensing agreement Licensees are required to collect standardised program and participant data and, on a quarterly basis, provide CSNSW with:

- De-identified unit record data for analysis
- A Quarterly Program Status Report

A reporting template for the Quarterly Program Report and templates for the collection of program and participant related data to inform the Quarterly Program Report follow.

The Licensee will be required to enter data into a database to allow for provision of unit record data to CSNSW.

Quarterly Program Status Reports and data provision requirements are as follows:

- Data and report from 1 January to 31 March to be submitted to CSNSW by 30 April
- Data and report from 1 April to 30 June to be submitted to CSNSW by 30 July
- Data and report from 1 July to 30 September to be submitted to CSNSW by 31 October
- Data and report from 1 October to 31 December to be submitted to CSNSW by 31 January (of the following year).

DATA COLLECTION REQUIREMENTS FOR EACH PROGRAM DELIVERED



DATA FOR EACH PROGRAM DELIVERED IS TO BE COLLECTED AND ENTERED INTO A DATABASE FOR REPORTIING PURPOSES. PROGRAM AND PARTICIPANT DATA FOR EACH PROGRAM MUST BE MATCHED.

- 1. Program name
- 2. Facilitator name(s) _____
- 3. Program commencement date
- 4. Program completion date
- 5. Total number of sessions delivered
- 6. Total number of people referred to the program
- 7. Number of people who commenced the program
- 8. Number of people who completed the program
- 9. Number of people who did not complete the program
- 10. Reasons for program non-completion

A reason must be recorded to each person who did not complete the program – write in the number of participants relevant to each category

- Failed to attend any sessions Removal due number of sessions missed Removal due to mental health issues Removed due to unsuitability or readiness to participant Removed due to intoxication Removed due to disruptive behaviour Other (please specify)
- 11. Number of Aboriginal or Torres Strait Islander
- 11. Number of persons whose first language is not English
- (a) referrals

(a) referrals

(b) completions(a) completed

(b) completions

12. Participant evaluation forms

(b) entered

PROGRAM PARTICIPANT DATA COLLECTION REQUIREMENTS FOR EACH PROGRAM DELIVERED



PART A:

The following questions should be distributed to the program participants at program commencement. Please present the questions in a survey format.

- 1. What is the name of the program you are doing?
- 2. What is todays date?
- 3. Please write your full name:
- 4. Are you: male/female/other
 5. Please write your date of birth
 6. Are you Aboriginal or Torres Strait Islander Y/N
 7. Do you speak a language other than English spoken at home Y/N
 If yes: which language:

PART B:

The following is to be completed by the program facilitator(s) upon program completion, or if applicable, at the time a participant is removed from a program.

- 1. Program name
- 2. Program state date
- 3. Participant name (for data matching with Part A prior to data entry)
- 4. Level of participant engagement throughout the program low/medium/high
- 5. Did the participant complete the program?
 - If no: how many sessions did they attend
- 6. Reason for program non- completion

Removed due number of sessions missed Removed due to mental health issues

- Removed due to unsuitability or readiness to participant
- Removed due to intoxication
- Removed due to disruptive behaviour
- Other (please specify)

Y/N



DATA COLLECTED FOR EACH PROGRAM DELIVERED IN A REPORTING QUARTER IS TO BE COLLATED AND PROVIDED TO CSNSW AS FOLLOWS:

- 1. Licensee name
- 2. Program name
- 3. Reporting period Q1 1 January to 31 March
 Q2 1 April to 30 June
 Q3 1 July to 31 August
 Q4 1 September to 31 December

PROGRAM INFORMATION

During the identified quarterly reporting period:

- 4. Total number of programs delivered
- 5. Total number of people referred to the program
- 6. Number of referred people who commenced the program
- 7. Number of people who completed the program
- 8. Number of people who did not complete the program
- 9. Reasons for program non-completion (write in number of participants relevant to each category)
 - Failed to attend any sessions Removed due number of sessions missed Removed due to mental health issues Removed due to unsuitability or readiness to participant Removed due to intoxication Removed due to disruptive behaviour
 - Other (please specify)

- (a) referrals
- (b) completions
- 11. Number of persons whose first language is not English

10. Number of Aboriginal or Torres Strait Islander

(b) completions

(a) referrals

- (a) completed
- (b) entered

12. Participant evaluation forms



PROGRAM QUALITY ASSURANCE

During the current reporting period:

- 14. All program facilitators engaged to deliver programs had a valid National Police Check **Y/N** If no what remediation action has or will be taken to ensure compliance?
- 15. All program facilitators engaged to deliver program had received formal training

 by either a CSNSW or a CSNSW approved training
 Y/N

 If no what remediation action has or will be taken to ensure compliance?
- 16. How many program development/staff workshops were run?
- 17. Did all staff engaged to facilitate programs attended the workshop(s) Y/N If no – what remediation action has or will be taken to endure compliance?
- 18. Number of program facilitation observations undertaken
- 19. Provide comments on the over-all outcome of the observations:

Identify common problems/issues identified and the remedial action undertaken Include comments in relation to what facilitators doing well and what are facilitators not doing so well.