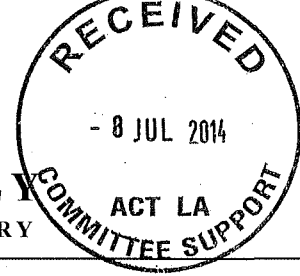




LEGISLATIVE ASSEMBLY
FOR THE AUSTRALIAN CAPITAL TERRITORY



SELECT COMMITTEE ON ESTIMATES 2014-2015

Brendan Smyth MLA (Chair), Mary Porter MLA (Deputy-Chair),
Giulia Jones MLA, Yvette Berry MLA

**ANSWER TO QUESTION TAKEN ON NOTICE
DURING PUBLIC HEARINGS**

Asked by Mr Jeremy Hanson MLA on 26 June 2014: Dr John Boersig took on notice the following question(s):

[Ref: Hansard Transcript [26 June 2014] [PAGE 80]]

In relation to: Contracts
(JACS #11)

MR HANSON: The effect of the reduction of 300,000, essentially from the commonwealth, and then 400,000 from the Law Society, what does that mean in real terms?

Dr Boersig: In real terms; in relation to the Law Society in real terms it will affect the number of grants we can make, grants of legal assistance. We would estimate that would be somewhat in the vicinity of 160 to 200 grants of assistance in the forthcoming year.

MR HANSON: Right. Can you provide the committee with a copy of the contract that you had that has now ceased?

Dr Boersig: I have not got it with me, but I can take it on notice?

MR HANSON: Yes, if you could—if that is okay to provide that to me I would just like to have a look at that contract, so that would be good. Yes, I have no further questions and noting the time.

Mr Simon Corbell MLA: The answer to the Member's question is as follows:—

Attached is a copy of the contract between the Commonwealth, represented by the Attorney-General's Department, and the Legal Aid Commission (ACT) relating to the Collaborative Funding Program.

Approved for circulation to the Select Committee on Estimates 2014-2015

Signature:

Date:

By the Attorney-General, Mr Simon Corbell MLA

7.7.14



Australian Government
Attorney-General's Department

Social Inclusion Division

Commonwealth Grant Agreement
between the Commonwealth represented by
Attorney-General's Department
and the
Legal Aid Commission (ACT)

Introductory Information

Structure of document

Once completed, this document together with the Commonwealth General Grant Conditions forms the Agreement between the Commonwealth and the Grantee.

In the **Grant Details**, template users enter the specific details of the particular Grant such as the purpose of the Grant, the parties involved, and the details of the Activity to be undertaken. The Grant Details also include any Supplementary Terms that apply to the Activity such as specific legislative requirements or industry standards.

The **Supplementary Terms** allow template users to include additional terms beyond those contained in the Commonwealth General Grant Conditions. Template users can only choose to include Supplementary Terms that are already contained in the template but can choose whether or not to include a particular Supplementary Term.

On the **Signatures** page representatives of the Commonwealth and the Grantee indicate assent to the Agreement.

Commonwealth General Grant Conditions (General Grant Conditions) are attached at the end of the document and define the standard rights and obligations that apply to the entire Agreement. These conditions cannot be changed. However, any Supplementary Terms included in the Grant Details will take priority over the General Grant Conditions in the event of inconsistency.

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Grant Agreement [Legal Aid Commission (ACT) 13/7514]

Parties to the Agreement

The Grantee

Full legal name of Grantee	Legal Aid Commission (ACT)
Legal identity (e.g. individual, incorporated association, company, partnership etc)	Statutory body established under Territory legislation
Trading or business name	Legal Aid (ACT)
Any relevant licence, registration or provider number	N/A
Australian Company Number (ACN) or other entity identifiers	N/A
Australian Business Number (ABN)	40 848 011 291
Registered with the Australian Charities and Not-for-Profit Commission (ACNC)?	Yes
Registered for Goods and Services Tax (GST)?	Yes
Date from which GST registration was effective?	1 July 2000
Registered office (physical/postal)	2 Allsop Street Canberra City ACT 2601 GPO Box 512 Canberra ACT 2601
Relevant business place (if different)	As above
Telephone	(02) 6243 3496
Fax	(02) 6243 3435
Email	legalaids@legalaidsact.org.au

The Commonwealth

The Commonwealth of Australia represented by the Attorney-General's Department
3-5 National Circuit BARTON ACT 2600
ABN: 92 661 124 436

Background

The Commonwealth has agreed to provide the Grant to the Grantee for the purpose of assisting the Grantee to undertake the Activity.

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

Scope of this Agreement

This Agreement comprises:

- (a) the Supplementary Terms (if any);
- (b) the General Grant Conditions (attached at Schedule 1);
- (c) this document including the Grant Details;
- (d) any other document referenced or incorporated in the Grant Details.

If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

The Agreement represents the Parties' entire agreement in relation to the Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Grant Details [Legal Aid Commission (ACT) 13/7514]

A. Purpose of the Grant

The purpose of the Grant is to provide legal aid services in the Australian Capital Territory that meet the identified Commonwealth priority areas of family law/child protection; and civil law especially employment and consumer matters.

The Grant is being provided as part of the Legal Aid Collaboration Funding Program.

B. Activity

The activity will be as set out in the service plan at Attachment A.

C. Duration of the Activity

The Activity starts on the date of execution of this Agreement and ends on 30 June 2015, the Completion Date.

D. Payment of Grant

The total amount of the Grant is \$800,000 (GST excl).

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 *Banking Act 1959* (Cth) to carry on banking business in Australia.

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

Financial Institution: Commonwealth Bank of Australia

Account name: Operating account

BSB Number: 062 987

Account Number: 1001 9317

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

Payment Schedule		
Milestone	Anticipated date	Amount (excl. GST)
Execution of this funding agreement	July 2013	\$320,000
Acceptance by Department of Progress Report No. 1 (as set out in Item E of this Agreement)	Before 31 March 2014	\$80,000
Acceptance by Department of Progress Report No. 2 (as set out in Item E of this Agreement)	Before 30 September 2014	\$240,000
Acceptance by Department of Progress Report No. 3 (as set out in Item E of this Agreement)	Before 31 March 2015	\$80,000
Acceptance by Department of the Final Report (as set out in Item E of this Agreement)	Before 30 June 2015	\$80,000
Total Amount		\$800,000

Invoicing

Each payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must include:

- the name of the Department's Representative and the Department's address;
- the words "tax invoice" stated prominently;
- the Recipient's name and ABN;
- the title of this agreement and the agreement number or purchase order number (if any);
- the date of issue of the tax invoice;
- the total amount payable.

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:

Progress Report No. 1	by 28 February 2014 covering July to December 2013
Progress Report No. 2	by 31 August 2014 covering January to June 2014
Progress Report No. 3	by 28 February 2015 covering July to December 2014
Final Report	by 31 May 2015 covering January to May 2015

Progress Report

Each Progress Report must include:

- the Recipient's name;
- the full Activity title;
- the amount of Funding payable under the Agreement;
- a statement of the Funding received to date including the amount spent and the amount remaining;
- a clear summary of the work undertaken in the period to which the Report relates and an analysis of the effectiveness of this work;
- a statement as to whether the Activity is proceeding within Budget.

Final Report

The final Report must:

- describe the activities during the entire Activity Period;

- discuss in detail the conduct, benefits and outcomes of the Activity as a whole and the Activity's results and findings; and
- evaluate the Activity and include a discussion as to whether the Objectives of the Activity were achieved.
- Include a financial statement for the entire Activity period of the Funding and Recipient contributions received and the expenditure of these in accordance with the agree expenditure items.

F. Party Representatives and Address for Notices

Grantee's representative and address

Grantee's representative name	Andrew Crockett
Position	Chief Executive Officer
Postal/physical address(es)	2 Allsop Street Canberra City ACT 2601 GPO Box 512 Canberra ACT 2601
Business hours telephone	(02) 6243 3411
Fax	(02) 6243 3435
E-mail	andrew.crockett@legalaidact.org.au

Commonwealth representative and address

Name of representative	Marjorie Todd
Position	Assistant Secretary Legal Assistance Branch
Postal/physical address(es)	3-5 National Circuit BARTON ACT 2600
Business hours telephone	02 6141 4800
Fax	02 6141 4923
Email	Marjorie.Todd@ag.gov.au

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

G. Supplementary Terms

G1. Other Contributions

Not Applicable

G2. Activity budget

G2.1 The Grantee agrees to use the Grant and undertake the Activity consistent with the budget set out at Attachment A.

G3. Record keeping

G3.1 The Grantee agrees to maintain the following records:

- (a) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported; and
- (c) *[insert other requirements]*

G3.2 The Grantee agrees to maintain the records for five years after the Completion Date and provide copies of the records to the Commonwealth representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

G4. Audit

Not Applicable

G5. Activity Material

Not Applicable

G6. Access

Not Applicable

G7. Equipment and assets

Not Applicable

G8. Relevant qualifications or skills

Not Applicable

G9. Activity specific legislation, policies and industry standards

Not Applicable

G10. Commonwealth Material, facilities and assistance

Not Applicable

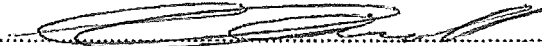
G11. Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

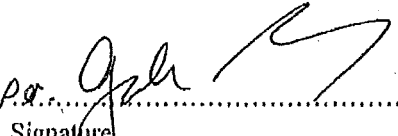
Signatures

Executed as an agreement:

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Attorney-General's Department	
Name: (print)	ANDREW WALTER
Position: (print)	A/G FIRST ASSISTANT SECRETARY
Signature and date:	 25/7/13
Witness Name: (print)	NERIDA QUINNELL
Signature and date:	 25/7/13

Grantee:

SIGNED for and on behalf of the Legal Aid Commission (ACT) ABN 40 848 011 291 by Andrew Crockett, Chief Executive Officer, who by signing warrants that he has the authority to bind the Legal Aid Commission (ACT), in the presence of:	 per..... Signature 24/7/13..... Date
Angela Calligeros Name of witness (please print)	 Witness signature 24/7/13..... Date

How is the Activity to be undertaken?**1. Undertaking the Activity**

The Grantee agrees to undertake the Activity in accordance with this Agreement.

How is the relationship governed?**2. Acknowledgements**

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

3. Notices

3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

What conditions apply to payments?**8. Payment of the Grant**

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may withhold any amount of a Grant payment where it reasonably believes the Grantee has not complied with this Agreement.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant.

How is information to be handled?**11. Record keeping**

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 The Grantee owns the Intellectual Property Rights in Material created undertaking the Activity.

12.2 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

12.3 The licence in clause 12.2 does not apply to Activity Material.

12.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which would cause the Commonwealth to be in breach of the *Privacy Act 1988*.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required by law or Parliament.

How are risks managed?**15. Insurance**

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

How are disputes resolved?

17. Dispute resolution

17.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

17.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

How is this Agreement terminated?

18. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration; or
- (d) does not have the capacity to manage the grant or comply with this Agreement.

19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice due to a change in government policy.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

What are the definitions?

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Commonwealth** means the Commonwealth of Australia as represented by the agency specified in the Grant Details and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details.
- **Grantee** means the entity specified in the Grant Details and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details.

TEMPLATE FOR LEGAL AID COLLABORATION FUNDING PROPOSAL

Jurisdiction:	Australian Capital Territory
Legal name of entity:	Legal Aid Commission (ACT)
ABN:	40848011291
Contact Person's Details	
• Name:	Andrew Crockett
• Position:	Chief Executive Officer
• Phone no.:	02 62433496
• Mobile No.:	0450 962 961
• Email:	Andrew.Crockett@legalaidact.org.au

Description of proposal (please provide detailed information about the project activity) For each element of the proposal please include details of: • Area of law to be covered • Type of services to be delivered • Location where services will be delivered (please be specific if not state wide) • Service priority or gap that the proposal will address • Target group for service • How services will be delivered • Activity levels	Proposal 1: Legal Assistance Law area: Family law a) Additional grants of assistance in family law cases, with an emphasis on property disputes where the property pool is small but requires legal assistance to effect a distribution Service: An increase in grants of assistance in family property law disputes that typically involve couples with a small equity in a home, modest superannuation and debts on, for example, jointly owned vehicles. Location: Territory-wide. Priority or gap: The Family Law Working Group of the ACT Legal Assistance Forum (ACTLAF) has identified a gap in services where people involved in family property disputes where the property pool is relatively small cannot afford to engage private representation but do not qualify for a grant of legal assistance due to the current strict application of legal assistance guidelines due to budgetary constraints. These types of cases often cannot be satisfactorily settled without legal advice and assistance in relation to negotiation and consent orders. ACTLAF has attempted without success to meet
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this need by establishing *pro bono* arrangements with the private profession to facilitate settlements, and hence the proposal to use part of the new funding for this purpose.

Target group: People in the ACT who are financially eligible for a grant of legal assistance but who have not been able to obtain a grant due to the strict application of legal assistance guidelines in current budgetary circumstances.

How: Services will be provided by lawyers advising and representing clients on a grant of legal assistance. This will typically include drafting of documents and affidavits, negotiations and FDR conferencing where settlement is not reached earlier .

Activity level: It is estimated that up to 86 additional grants of legal assistance will be made.

b) Additional family dispute resolution (FDR) conferences in child-related matters and small property disputes

Service: This proposal will increase the Commission's capacity to conduct FDR conciliation conferences by providing funding for conference convenor costs in child-related and small property matters. This will add value to the investment already provided by the Commonwealth through the National Partnership Agreement.

Location: Territory-wide.

Priority or gap: The Commission is the sole provider of lawyer-assisted dispute resolution in the ACT. The number of conferences conducted by the FDR program has increased steadily in recent years reaching a record 155 conferences in 2012-13. This growth is expected to continue over the next two years, including the additional demand generated by the Aboriginal and Torres Strait Islander Dispute Resolution Project (see Proposal 3(a)). Alternative dispute resolution is a cost effective way to manage legal disputes.

Target group: Disadvantaged or vulnerable families in family law matters (including property (proposal 1(a)) and ATSI community (proposal 3(a)).

How: ADR services will be provided for additional property and child related family law matters, including utilisation of specific strategies to engage ATSI families.

Activity level: It is estimated that up to 40 additional conferences over 24 months will be scheduled.

Proposal 2: Preventative and early intervention services

Law area: Family law and related child protection matters, and other Commonwealth civil law including employment law and consumer credit.

Service: In furtherance of the outputs in the National Partnership Agreement this proposal will increase the Commission's capacity to provide preventative and early intervention services in family law and related child protection matters, consumer credit, employment and other Commonwealth law matters.

Location: Territory-wide.

Priority or gap: The Helpdesk is seeing growing demand for information and assistance and this year provided over 2000 Commonwealth law related services, demonstrating a need for specialised service provision in these areas. The Commission's capacity to increase preventative services is limited by the fact it has only one dedicated CLE position and the Legal Aid Helpdesk is struggling to meet demand. The provision of preventive and early intervention services is a priority under the National Partnership Agreement. This proposal will provide additional capacity to meet increasing community demand for community legal education and early intervention services.

Target group: Disadvantaged people in the ACT who would benefit from preventive legal education or legal information regarding child protection matters, consumer credit, employment and other Commonwealth law matters.

How: Funding will be used to create an additional full-time position, split 50/50 between the Helpdesk and the Community Education and Information Services section. The additional resourcing of the Helpdesk will enable the Commission to increase the number of information and referral services in Commonwealth law related matters. The additional CLE sessions will be provided at the Commission's office and at outreach locations throughout the Territory. The expanded services will be developed in collaboration with members of ACTLAF and with their participation where appropriate.

Activity level: An additional 0.5 FTE position in the Helpdesk will enable the Commission to increase the number of information and referral services provided by the Helpdesk in person or by telephone by up to an estimated 1000 over 24 months. The addition of a 0.05 FTE position in Community Education and Information Services will increase by 50% the Commission's capacity to provide community

legal education programs and to provide an estimated 50 additional CLE sessions. The new position will specifically focus on Commonwealth law related Helpdesk inquiries and educational programs.

Proposal 3 Aboriginal and Torres Strait Islander Services

a) Aboriginal and Torres Strait Islander Dispute Resolution Project

Law area: Family Law and related child protection matters.

Service: To continue the Commonwealth funded Aboriginal and Torres Strait Islander Dispute Resolution Project for a further two years.

The purpose of this project, which commenced in 2012-13, is to assist Aboriginal and Torres Strait Islander families to resolve family related disputes outside the court process by developing an early intervention lawyer assisted and culturally appropriate dispute resolution program tailored to their needs.

The project has to date been funded with a non-recurrent grant by the Attorney-General's Department. The project is enabling us to expand the reach of our family law dispute resolution program by providing tailored dispute resolution services for Aboriginal and Torres Strait Island people, outreach to Indigenous communities through a dedicated part-time project officer, information and advice services in collaboration with Aboriginal and Torres Strait Islander organisations, and network building with the Indigenous community.

The funding available for the project in 2012-13 has been sufficient to employ a part time project officer for 12 months. This proposal will enable the Commission to offer a full-time position in 2013-14, allowing the project to move out of the pilot phase and be maintained for the next two years.

Location: Territory-wide.

Priority or gap: Improving access by Aboriginal and Torres Strait Islander people to culturally appropriate dispute resolution services in family law and related areas. The Family Law Council report *Improving the Family Law System for Aboriginal and Torres Strait Islander Clients* (February 2012) found that there are serious gaps in family law services for this target group.

Target group: The Aboriginal and Torres Strait Islander community.

How: The project will foster interest in alternative dispute resolution among the Aboriginal and Torres Strait Islander community, while creating capacity for culturally appropriate dispute resolution in family law matters, leading to increased use of the DR service and improved accessibility to other services of the commission.

Activity level: It is estimated the project will increase dispute resolution services to ATSI families by 15%, and advice and information services for ATSI people in family law and related child protection matters by 30% over two years.

b) Aboriginal and Torres Strait Islander Client Support Officer (CSO)

Law area: All law areas.

Service: This proposal will enable the Commission to employ a full-time CSO for 24 months.

The CSO position currently has 0.5 FTE recurrent funding from the ACT Government. The position was increased to full time in 2012-13 with the assistance of a non-recurrent Commonwealth grant.

The CSO assists Aboriginal and Torres Strait Islander people experiencing legal problems, particularly those who are charged with criminal offences and people involved in family law and civil proceedings. The CSO facilitates interviews with lawyers and attends court to support the clients and facilitate communication with their lawyers. The CSO also assists with the provision of community legal education tailored to the needs of the Indigenous community; networks extensively with Indigenous services and community organisations; arranges the provision of information and legal advice and facilitates warm referrals to appropriate services. The CSO works closely with Indigenous liaison officers in other legal assistance services in the ACT to ensure people are referred to the service best able to assist them.

The CSO advises the Commission's management on culturally appropriate policies in regard to the Indigenous community and assists in the development of cultural awareness training for staff.

Location: Territory-wide.

Priority or gap: The Commission is committed to Closing the Gap by ensuring that its services are accessible to Indigenous people in need. The Commission was able to increase by 60% the number of services provided in 2012-13 to people identifying as Aboriginal or Torres Strait Islanders, and much of this increase can be attributed to the work of the CSO. If the position were to revert to part-time some of

	the momentum built up over the last 12 months would be lost and the number of Indigenous people seeking assistance would be likely to decline. <i>Target group:</i> The Aboriginal and Torres Strait Islander community. <i>How:</i> Improving the access for ATSI people to Commission services by expanding the role of the CSO, adding value to the Commonwealth's investment in legal aid and leveraging the access of ATSI people across the sector. <i>Activity level:</i> By maintaining a full-time position the Commission will build on progress in the past year, and it is estimated that a further 50% increase in the uptake of services by Indigenous people can be achieved.
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Conflict of interest? Has a conflict of interest been identified during the development of this proposal or is a conflict likely to arise during the delivery of the proposal?	No
What is the conflict?	Not applicable
How do you propose to deal with the conflict?	Not applicable

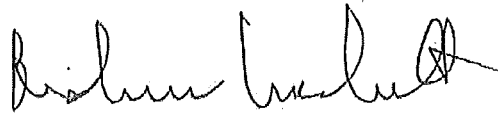
Budget Please provide as an attachment a detailed budget for the full two year period of the funding. Please provide all figures as GST exclusive.

Declaration by organisation's representative

Declaration

- The information given in this application is true and correct to the best of my knowledge
- I am duly authorised to make this application
- I understand that officers of the Department may seek clarification of any aspect of this application and may make independent inquiries of other agencies and/or referees
- If successful, I agree to complete the project acquittal and audit requirements within the specified time
- If successful, I understand that this application may form part of the Legal Aid Collaboration Funding Agreement
- This organisation will contact the Australian Government Attorney-General's Department immediately if any information in this application changes or is found to be incorrect
- I have read and observed the provisions of the Federal *Privacy Act 1988* in respect of information provided in this application

Signature



Name (please print)

Andrew Crockett

Position

Chief Executive Officer

Date

1 July 2013

Budget

Proposal	Expenditure over two years
1. Legal Assistance a) Grants of assistance in limited pool Family law property cases b) Family dispute resolution (FDR) conferences	\$ 215,172.50 (86 additional grants of assistance at an average cost of \$2,500 per grant) \$ 90,400 (40 additional FDR conferences at average cost of \$2,260 per grant)
2. Helpdesk and Community Legal Education	\$189,771 comprising salary and salary on-costs for a 1.0 FTE Helpdesk/CLE Paralegal (ASO4) for 24 months. ¹
3. Aboriginal and Torres Strait Islander Services a) Dispute Resolution Project b) Aboriginal and Torres Strait Islander Client Support	\$ 209,771 comprising: • \$189,771 salary and salary on-costs for the ATSI DR Project Officer (ASO4) for 24 months (see footnote 1 for explanation of salary cost calculation). • \$20,000 training and support • \$8,500 for training ATSI ADR practitioners recruited as part of the program.² \$94,885.50 comprising 50% of the salary and salary on-costs for 24 months of the Aboriginal and Torres Strait Islander Client Support Officer (ASO4).

¹ The salary cost is the current rate for the relevant classification level and indexed by 3% per annum as provided for in ACT Treasury Instructions. The salary on-costs have been calculated from the template provided by ACT Treasury including superannuation at 15.4 per cent, as prescribed by Section 98 of the *Legal Aid Act 1977*.

² Cost includes course fees of e.g. \$5,500 Relationships Australia SA and CRS Mediation Training \$2,950 per trainee.