



blue knot
foundation

National Centre of Excellence
for Complex Trauma

Senate Community Affairs Legislation Committee inquiry into the National Redress Scheme for Institutional Child Sexual Abuse Bill 2018 and related bill

31/5/18

Dear Senate Affairs Committee

Thank you for the opportunity to respond to this inquiry. Blue Knot Foundation provides below a number of key points. Unfortunately the pressured of other demands did not allow a fuller response at this time.

Thank you for your review. I would be happy to provide additional specific information or to appear in person if required

Kind regards

Cathy

Dr. Cathy Kezelman, President Blue Knot Foundation

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Please find below particular response to specific clauses:

Clause 16 Subclause 16 (1)

(b) a counselling and psychological component which, depending on where the person lives (as stated in the person's application for redress) consists of: National Redress Scheme for Institutional Child Sexual Abuse Bill 2018 26

(i) access to counselling and psychological services provided under the scheme;

or (ii) a payment (of up to \$5,000) to enable the person to access counselling and psychological services provided outside of the scheme;

- *While this clause caps the payment of \$5,000 to enable counselling and psychological services under the scheme it gives no indication of a cap for access to counselling and psychological services under the scheme. Is this capped and if so how will it be managed? How will survivors be provided with relevant information to provide clarity of choice around their counselling and psychological care needs?*

Clause 20 Subclause 20 (1)

Ineligibility to apply

(b) a security notice is in force in relation to the person

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This needs to be clarified as exclusion if the security notice is nullified is inequitable. There needs to be a mechanism for re-engaging with potential applicants once cleared

(d) the person is in gaol (within the meaning of subsection 23(5) of the Social Security Act);

- *Blue Knot feels strongly that this provision is punitive and inequitable, and reflects a lack of understanding around the dynamics and impacts of child sexual abuse. Whether a person is in gaol or not is irrelevant to whether they were sexually abused as a child within an institution. As a crime was committed against them they should have equal access to redress, as any other survivor.*
- *The integrity of the scheme is threatened, not by inclusion of survivors with a criminal record or who are incarcerated but by a lack of understanding around abuse per se. If it is difficult to secure appropriate redress services in gaol, this needs to be addressed, rather than a survivor being punished for a system not being fit for purpose.*
- *Similarly concerns about a closed institutional setting do not seem equitable and in fact are replicating the situations in which survivors were previously abused i.e. in a closed institutional setting in which they were originally harmed*

or (e) the application is being made in the period of 12 months before the Scheme sunset day.

- *This information will need to be very clearly communicated as effectively it means that the scheme, or to be more precise, to access the scheme, can only occur for 9 years. It is very important for survivors to fully understand this so they don't miss out due to lack of clarity. Blue Knot notes provisions for exceptional circumstances but does not feel these are adequate to mitigate the lack of fairness for the clauses themselves.*

Subclause 20 (3) re complying with the rules

- *The provision of the ability to only lodge one application to the scheme does not account for the dynamics of traumatic memory whereby narrative memory is often profoundly impacted by trauma and the capacity to provide a chronological detailed account of all abuses in one response is often not possible. Traumatic memories return in fragments over time, and hence it is very possible that a survivor might regain memories of separate incidents or details over time. The scheme as it is does not allow for this and hence does not reflect contemporary understanding around trauma and memory.*

Clause 26 Subclause 26 (1)

- *This clause does not cover the possibility that a survivor may not be able to provide certain information to the scheme which the Operator requests e.g. because they have no documentation or more significantly, ability to recall the details of what is being requested.*

Clause 26 Subclause 26 (2)

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- *This clause is not informed by an understanding of prior institutional dynamics of withholding of information or obstruction of access to it. While survivors might be unable to produce information, history tells us that on some occasions, institutions obfuscate and fail to produce relevant information they have in their possession*

Clause 28

- *While this clause addresses the provision of false and misleading information it does not address failure to produce or a mechanism for compelling institutions to provide information*

Clause 30

Step 3

- *It must be determined what relevant prior payment means, as some survivors have previously received redress, some of which was used to pay legal expenses for accessing redress. This means that potentially they could miss out on their full entitlement. This needs to be addressed to ensure that determinations are made on the in pocket amounts received by survivors*

Clause 33

- *While the risk of fraud is acknowledged it needs to be weighed with the need for information and transparency. Survivors applying for the scheme need to have an adequate understanding of the elements on which determinations are made so they can optimise their applications, and need to feel trusted by a process which is institutional in nature.*

Clause 41

- *While 6 months is a long period to respond to an offer, it is important that the communications during this period adequately inform the applicant around the timeframe and the consequences of not applying for an extension during the 6 month window or of not accepting the offer.*

Clause 62

- *While Blue Knot acknowledges the work of government to include survivors with a criminal conviction of longer than 5 years, it feels that this provision remains inequitable. People serving a custodial sentence are serving their time for their crime. Making these decisions subjective and in the hands of different Attorneys-General means that the decisions will vary, depending on levels of understanding and values, and can potentially be unfair and also mean that if found against a survivor, that institutions are not needing to provide redress for their crime. This is clearly inequitable.*

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