



# Agreement for Funding of Services

## Schedule

Program: Industry Partnership

Contract ID: [#Insert contract ID]

Contract name: NSW Homelessness Industry and Workforce Development Strategy 2020-2024

**Department of Communities and Justice**

ABN 36 433 875 185

**Homelessness NSW Incorporated**

ABN 37 596 554 677

The Date of the Agreement for Funding of Services – Schedule is **1 July 2020**

This Schedule and its paragraphs, are to be read in conjunction with the Agreement for Funding of Services - Standard Terms (the "**Agreement**").

Capitalised terms, where used in this Schedule, have the same meaning as given in the Agreement unless the context requires otherwise.

A reference to Program Guidelines in the Schedule or the Agreement is also a reference to the Program Specifications.

Details	Description	
<b>Us (Agency)</b>	Name:	Department of Communities and Justice
	ABN:	36 433 875 185
	Address:	Level 3, 223-229 Liverpool Road, Ashfield NSW 2131
	Position, name and contact details of Agency representative:	Joe Parsons, A/Director Telephone: 02 87538468 Email: joe.parsons@facs.nsw.gov.au
<b>You (Provider)</b>	Name:	Homelessness NSW Incorporated
	ABN/ACN/ICN:	37 596 554 677
	Address:	99 Forbes Street, Woolloomooloo NSW 2011
	Position, name and contact details of Provider representative:	Katherine McKernan, Chief Executive Officer, Telephone: 02 83547600 Email: katherine@homelessnessnsw.org.au
<b>Initial Term</b> (Clauses 1.1 and 3.1)	One (1) year Start Date: 1 July 2020 End Date: 30 June 2021	
<b>Extension period</b> (Clause 3.2)	Three (3) years	

**TABLE 1**

**Services**  
(Clauses 1.1  
and 5)

Financial Year	Service level	Maximum quantity	Unit measure	Unit price	Line Item Total
[2020-2021]	Deliver the Homelessness Industry and Workforce Development Strategy in accordance with the proposal for 2020-24 – Attachment 2	1]	As per strategy]	\$1,257,750]	[\$1,257,750]

The service details are as follows:

**TABLE 2**

Service Level	Quantity	Target Group	Location/LGAs
[Homelessness Industry and Workforce Development Strategy in accordance with the proposal for 2020-24 at Attachment 2	[1]	Specialist Homelessness Service providers and their staff who support vulnerable clients who are homeless or at risk of homelessness across NSW	State-wide]

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**Target Group** Specialist Homelessness Service (SHS) providers and their staff who support vulnerable clients who are homeless or at risk of homelessness across NSW  
(Clauses 1.1 and 5.1(a)(i))

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**Objectives** The Parties will:  
(Clauses 1.1 and 5.1(a)(v))

1. NSW SHS are equipped to deliver quality supports and services within a trauma informed framework
2. NSW SHS are equipped to measure and demonstrate the outcomes and impact of the service
3. NSW SHS workforce is skilled and capable at all levels, including leadership
4. SHS within NSW are supported to network and collaborate
5. SHS across NSW are sustainable
6. Across NSW, SHS provide culturally safe and competent services for Aboriginal clients and communities.

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**Funds and payment**  
(Clauses 1.1 and 9.1)

\$ 1,257,750 (exclusive of GST)

Total amount of Funds:  
(Clauses 1.1 and 9.1(a))

The Funds will be paid to You on the following basis:  
(Clause 9.1(a))

The amount of Funds to be paid for each Financial Year of the Term is \$ 1,257,750

See also the Supplementary Conditions in relation to Funds held on trust.

A portion of the Funds will be paid to You at quarterly intervals, unless otherwise agreed in writing.

**Table 3**

Instalment	Payment trigger	Date for payment	Supporting documentation for payment claim
A portion of the funds will be paid to You each quarter.	N/A	N/A	N/A]



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Your bank account details:  
(Clause 9.1(b))



You must use the Funds during the following period:  
(Clause 9.3(a)(iii))

The Financial Year in which the Funds are paid to You, unless notified by Us in writing.

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**Budget**  
(Clauses 1.1 and 9.2)

Not applicable

**Assets**  
(Clauses 1.1 and 11)

Asset threshold value:  
(Clause 1.1)

\$2,000 (exclusive of GST)

Other items that are  
Assets:  
(Clause 1.1)

Nothing stated

Asset obligations:  
(Clause 11.1(a)(i))

Nothing stated

Owner of assets:  
(Clause 11.2)

You agree that any Assets purchased with the Funds are the property of Us and are held on trust by You on behalf and for the benefit of Us unless otherwise approved by Us.

**TABLE 4**

**Milestones**  
(Clause 1.1 and 5.1(a)(iv))

Number	Milestones	Due date
1	Not applicable]	Not applicable

**Notified Policies** The policies, guidelines and codes stated in the Program Specifications (if any).  
(Clauses 1.1 and 5.2(b))

**Standards** The standards stated in the Program Specifications (if any).  
(Clauses 1.1 and 5.2(c))

**Performance and Outcome Measures** The performance and outcome measures described in the Program Specifications (if any).  
(Clauses 1.1 and 5.3)

**Subcontracting** Subcontracting will be a part of this Agreement and where necessary approval will be sought by Us. A list of subcontractors will also be provided as part of reporting requirements.  
(Clauses 1.1 and 6.3)



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**Additional circumstances requiring notification as soon as reasonably practicable**  
(Clause 8.1)

You will notify Us as soon as reasonably practicable of any change of “officer” as defined in the *Corporations Act 2001*(Cth), in Your organisation. This includes but is not limited to:

- a director or secretary;
- any other person who makes decisions affecting the whole, or a substantial part of the business; and
- any other person who has the capacity to affect the financial standing, of Your organisation.

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**Additional circumstances requiring immediate notification**  
(Clause 8.2(e))

You will also notify Us immediately of the following changes to Your organisation, including:

- change to legal status;
- change of ABN; and
- new ACN.

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**Additional contributions**  
(Clause 9.8)

Refer to clause 7 of the Supplementary Conditions.

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**Ownership or licensing of Intellectual Property Rights**  
(Clauses 16.1, 16.2 and 19.4(e)(i))

Refer to clause 16 of the Agreement.

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TABLE 5

Reporting requirements (Clause 19.4(a)(i))	Report name	Content of report / report requirements	Frequency of report	Form and method of delivery of report	Details of recipient (name, title and email address)
	-Homelessness Industry and Workforce Development Strategy Quarterly Report - Attachment 3	<p>The report must contain:</p> <ul style="list-style-type: none"> <li>• Deliverable against the goal</li> <li>• Progress against deliverable to-date</li> <li>• Activities/ actions undertaken against the goal/deliverable</li> <li>• Status of deliverable]</li> </ul>	Quarterly, to be provided within 10 business days of the end of the quarter	Email]	To the relevant manager is Strategy, Policy and Commissioning.  Rebecca O'Reilly, Manager   Design and Stewardship Housing and Homelessness rebecca.o'reilly3@facs.nsw.gov.au ]

**Insurance**

(Clause 20.1)

Your insurance details are:

	<b>Public Liability</b>	<b>Professional Indemnity</b>	<b>Workers Compensation</b>
Name of Insurer	QBE	N/A	icare workers insurance
Policy Number	1GNU261903BPK	N/A	104842101
Expiry Date	28 Feb 2021	N/A	30 June 2021
Limit ( <i>state whether on a per claim or aggregate basis</i> )	\$10m	N/A	

**Acknowledgment and publicity** None stated  
(Clause 21.1)

**Dispute resolution (nominated representatives)**  
(Clause 22.1(d))

Our nominated representative:

Rebecca O'Reilly, Manager  
Design and Stewardship  
Strategy, Policy and Commissioning

Your nominated representative:

Gemma Lockett, Manager

**Dispute resolution (senior representatives)**  
(Clause 22.1(e))

Our senior representative:

Joe Parsons, A/Director  
Design and Stewardship  
Strategy, Policy and Commissioning

Your senior representative:

Katherine McKernan, CEO

**Supplementary Conditions**  
(Clauses 1.1, 2.1(c) and 5.1(a)(vi))

**1. Effect of Supplementary Conditions**

For the purposes of clause 2.1(c) of the Agreement, where there is any inconsistency between the following Supplementary Conditions (including those described as "additional Supplementary Conditions") and the Standard Terms, the following Supplementary Conditions will prevail over the Standard Terms to the extent of the inconsistency.

**2. Additional definitions**

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In this Schedule, the following terms have the following meanings:

**Financial Year** means each 12 Month period commencing on 1 July and ending on 30 June.

**Program Specifications** means the document as amended or replaced by Us from time to time, an initial version of which (if any) is attached to the Agreement as Attachment 1.

### 3. Option to extend

For the purposes of clause 3.2 of the Agreement, and to the extent that an extension period is stated in this Schedule, the parties acknowledge and agree that:

- (a) Our right to extend under clause 3.2 of the Agreement is an option to extend the Term for the extension period; and
- (b) We may exercise that option by notifying You no later than 30 days prior to the expiry of the Initial Term, in writing, that We wish to exercise it.

### 4. Program Specifications

- (a) You acknowledge and agree that:
  - (i) You are required to comply with the Program Specifications as that document is amended or replaced from time to time;
  - (ii) We may amend or replace the Program Specifications at any time and that updated version or replacement document is the 'Program Specifications' for the purposes of the Agreement; and
  - (iii) it is Your responsibility to ensure you have obtained, and are providing the Services in accordance with the current version of the Program Specifications.
- (b) Without limiting paragraph 4(a)(iii), We will take reasonable steps to notify You of any amendment or replacement referred to in paragraph 4(a)(ii) that may have a material impact on the Services.

### 5. Accounts and records

You agree to keep proper accounts and records of Your use of the Funds (in respect of the bank account described in this Schedule), separately from Your other accounts and records.

### 6. Funds held on trust

You agree that the Funds remain the property of Us, and are held on trust by You on behalf and for the benefit of Us, until the Services are delivered to the reasonable satisfaction of Us. For the avoidance of doubt, Funds do not need to be placed in a trust account.

**7. Additional funds**

- (a) You agree to provide details of any additional monetary contributions by another agency or authority relating to the provision of the specific services funded within this contract. This includes the following:
  - (i) the funding amount
  - (ii) the agency providing the funding
  - (iii) the outputs and outcomes attributed to the funding
- (b) We reserve the right to discuss with You the potential impact any such funds may have on services funded by Us.

**8. Asset Register**

For the purpose of clause 11.3 of the Agreement, You agree to provide us the Asset Register within 4 months of the end of each Financial Year during the Term.

**9. Termination without fault**

Clause 13(2)(b) is amended by replacing “6 months” with “90 days”.

**10. Privacy Legislation**

The parties agree that the Privacy Legislation, for the purposes of clause 18.1(a) of the Agreement, will be read down to exclude the Privacy Act 1988 (Cth).

**11. Records**

- (a) If You are funded to provide out of home care services, You agree to comply with section 170 of the CYPCP Act (and service provision guidelines), including maintaining files of a child or young person for 7 years after you cease to be responsible for the placement of the child or young person. At the expiration of such period or, if, within that period You cease to be a designated agency, You agree to deliver the records to the Secretary of Us.
- (b) If You are funded to provide out of home care services, You agree to deliver to Us at no cost all records relating to the placement in statutory or supported out-of-home-care of Aboriginal and Torres Strait Islander children and young persons within 60 days after the child or young person ceases to be in the care of your organisation for any reason or ceases to be in statutory or supported out-of-home-care. Records in electronic format must be delivered in PDF format, or any other electronic format specified by Us.

**12. Reporting**

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The requirements of this paragraph 12 apply for the purposes of clause 19.4(a)(i) of the Agreement.

**Organisational level**

- (a) Subject to paragraph 12(d), if You are required by law to prepare audited financial statements, then You agree to provide Us with copies of such audited financial statements, within 4 months of the end of each Financial Year during the Term.
- (b) Any audited financial statement provided to Us must be accompanied by an audit certificate signed by an auditor who is a member of a professional accounting or auditing body that meets the Accounting Standards. The auditor must be independent of You and must not have any financial interest in You. The audit certificate must include a statement that the audit has been completed in accordance with all applicable Accounting and Auditing Standards.
- (c) Subject to paragraph 12(d), if You are not required by law to prepare audited financial statements, then You agree to provide Us with the following financial statements, within 4 months of the end of each Financial Year during the Term:
  - (i) Statement of profit and loss and other comprehensive income;
  - (ii) Statement of financial position;
  - (iii) Statement of changes in equity;
  - (iv) Statement of cash flow;
  - (v) Notes to the financial statements;
  - (vi) A signed and dated Responsible Persons' declaration about the statements and notes;
  - (vii) A compilation report.
- (d) You are not required to comply with paragraphs 12(a) or 12(c) if You are a local council, university or other body established under NSW legislation.
- (e) You agree to include in the audited financial statement any additional Funding provided by Us to You (outside of the Agreement), within 4 months of the end of each Financial Year during the Term.

**Services**

- (f) In relation to the Services, You agree to provide a detailed income and expenditure statement:
  - (i) for Funds under the Agreement valued at above \$25,000 (excl GST);
  - (ii) to include any additional funds provided by Us;
  - (iii) within 4 months of the end of each Financial Year during the Term;
  - (iv) at expiry and/or termination; or

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(v) upon request.

- (g) In relation to the Services, You agree to provide a certificate in relation to the expenditure of all Funds under the Agreement:
- (i) certifying that the Funds have been properly spent, in accordance with the requirements of the Agreement;
  - (ii) signed by 2 members of Your board of management; and
  - (iii) within 4 months of the end of each Financial Year during the Term.

**13. Data sharing**

You agree that we may share any and all data, information and documents arising under or in connection with the Agreement in accordance with the rights and responsibilities afforded to Us pursuant to the *Data Sharing (Government Sector) Act 2015 (NSW)*.

**14. Research, evaluation and data collection**

- (a) You agree to comply with any request from Us for statistical or other information relating to the Services to be used for surveys or research authorised by Us.
- (b) If You make a written request to Us, We agree to provide You with a copy of any public information or report compiled by Us as a result of any surveys or research referred to in paragraph 15(a), within 28 days of Your request.
- (c) You agree to promptly notify Us if You, or any third party, intends to conduct research into activities that receive Funds. You agree that any such research must comply with Our "Guidelines for External Researchers" (or similar document advised by Us to You in writing), available on Our website.
- (d) Without limiting the foregoing, You agree to collect and provide the following information to Us:
  - (i) all information required to report on Your performance under the Agreement;
  - (ii) information relating to the delivery of the Services;
  - (iii) information in accordance with any data collection requirements notified to You from time to time; and
  - (iv) information required for surveys or research authorised by Us.

**15. Reasonable access**

You agree to:

- (a) provide the Services in a way which provides reasonable access to all persons in the Target Group (or if there is no Target Group, to all persons) regardless of race, gender,

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- age, pregnancy, marital status, disability, sexual preference, religion, cultural background, transgender or health status. You acknowledge and agree that the provision of reasonable access may require the use of interpreters and translators for clients from diverse linguistic and cultural backgrounds; and
- (b) take reasonable action to ensure that any usual places at which the Services will be provided are physically accessible to people with disabilities, having regard to the circumstances of a particular case, including:
- (i) the needs of the client;
  - (ii) the consequences for the client of exclusion from Services;
  - (iii) Your financial circumstances; and
  - (iv) the estimated cost of accessibility.

## **16. Audits**

- (a) Clause 15.2(b) of the Agreement does not apply.
- (b) In respect of any access referred to in clause 15.2(a) of the Agreement, We agree to, where practicable, endeavour to provide:
- (i) if We wish to attend your premises or the premises where the Services are or were provided – at least 48 hours prior notice to You;
  - (ii) if We wish to attend a client's or carer's private home, (and must only attend the client's or carer's private home with that client's or carer's permission) – at least 14 days prior notice to the client or carer;
  - (iii) if we wish to review, audit, or investigate Your performance under the Agreement – at least ten Business Days to You; and
  - (iv) any other circumstances – reasonable prior notice in the circumstances to You.
- (c) If We wish to review, audit, or investigate Your performance under the Agreement, We agree to also endeavour to provide You with:
- (i) written terms of reference for the audit;
  - (ii) instructions about Your obligations during the audit;
  - (iii) a copy of any reporting arising from the audit; and
  - (iv) an opportunity to respond to any audit report.
- (d) Without limiting anything else in the Agreement, if We hold serious concerns about the provision of the Services, We reserve the right to, with the approval of Our relevant senior executive officer, attend premises or inspect records or documents without prior notice to You. We agree to, where practicable, endeavour to provide reasons upon attending the premises or inspecting the records or documents.



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**17. Cooperation and assistance**

- (a) You agree to provide access at no cost or expense to Us.

**18. Notice sent to the DCJ contract management portal**

- (a) Unless stated otherwise in this Agreement and subject to clause 23, a notice, request or other communication given under this Agreement may be sent by either party via the Department's contract management portal that has provisions for these notices, requests or other communication to be sent and received;
- (b) A notice, request or other communication sent by means of the contract management portal must be signed by a duly authorised representative of the sending party;
- (c) Without limiting the means by which the sending party may be able to prove that a notice, request or other communication has been received by the other party, it will be deemed to have been received:
- (i) when the sender receives an automated message confirming delivery (and retains proof of receipt) or
  - (ii) 30 minutes after the time sent (as recorded on the portal from which the sender sent the message) unless the sender received an automated message that the message has not been delivered (and retains proof of such receipt)
- whichever happens first.
- (d) All electronic notices must comply with the *Electronic Transactions Act 2000 (NSW)*.

**19. Additional Supplementary Conditions**

N/A

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*Attachment 2 - Proposal: NSW Homelessness Industry and Workforce Development Strategy 2020-2024*

*Attachment 3 - Homelessness Industry and Workforce Development Strategy Quarterly Report template.*

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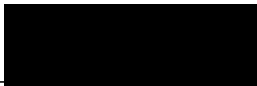
## EXECUTION

The parties agree that by signing this document they enter into an Agreement comprising of the following documents (in the order of precedence described in clause 2.1 of the Agreement):

- (a) the Agreement for Funding of Services - Standard Terms;
- (b) this Agreement for Funding of Services - Schedule; and
- (c) any Attachments.

Executed as an agreement on 16/6/2020

**Signed for and on behalf of Department of Communities and Justice ABN 36 433 875 185** by its duly authorised officer in the presence of:



Signature of witness

Rebecca O'reilly

Print full name

17/6/2020

Date:



Signature of authorised officer

Joe Parsons

Print full name

A/Director, Design & Stewardship

Position of authorised officer

**Signed by Homelessness NSW Incorporated**  
ABN 37 596 677 by:

Signature of director/company secretary

Print full name

Date

Signature of director

Print full name

OR

**Signed** for and on behalf of  
**Homelessness NSW Incorporated**  
ABN **37 596 677** by its duly authorised  
officer in the presence of:



Signature of witness

Jenni Beetson-Mortimer

Print name of witness

11/6/2020

Date



Signature of authorised officer

Dr Evelyne Tadros

Name of authorised officer

Chair

Position of authorised officer

## **Attachment 1 | [#Eg Program Specifications]**

**[#Insert the names of any other documents which are to form part of the Agreement]**

## **Attachment 2 | *Proposal: NSW Homelessness Industry and Workforce Development Strategy 2020-2024***

**Attachment 3 | *Homelessness Industry and Workforce Development Strategy Quarterly Report template***