



# Agreement for Funding of Services

## Schedule

Program: Specialist Homelessness Services (SHS)

Contract ID: 1-11489725539

Contract name: South Western Sydney Early Intervention and Tenancy Support Service (HNSW.13.56.11-10)

**Department of Communities and Justice**  
ABN 36 433 875 185

**Mission Australia**  
ABN 15 000 002 522

The Date of the Agreement for Funding of Services – Schedule is **1 July 2021**

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 4, 35 Scott Street LIVERPOOL, NSW 2170
	Position, name and contact details of Agency representative:	Anthony Hartley Contract Manager Department of Communities and Justice T: 9891 8423 E: anthony.hartley@facs.nsw.gov.au W: www.dcj.nsw.gov.au
<b>You (Provider)</b>	Name:	Mission Australia
	ABN/ACN/ICN:	15 000 002 522
	Address:	88 Shropshire St, Miller NSW 2168
	Position, name and contact details of Provider representative:	Sacli Masina Area Manager, SWS T: M: 0418 598 715 E: masinas@missionaustralia.com.au

Details	Description
	W: <a href="https://www.missionaustralia.com.au">https://www.missionaustralia.com.au</a>
<b>Initial Term</b> (Clauses 1.1 and 3.1)	3 years Start Date: 1 July 2021 End Date: 30 June 2024
<b>Extension period</b> (Clause 3.2)	Not applicable

**Services**

(Clauses 1.1 and 5)

**TABLE 1**

Financial Year	Service level	Maximum quantity	Unit measure	Unit price	Line Item Total
2021-2022	Provision of services supporting people experiencing or at risk of homelessness	1	Service	\$1,347,039.94 ♦	\$1,347,039.94 ♦
2022-2023 2023-2024	Provision of services supporting people experiencing or at risk of homelessness	1	Service	\$1,409,071.67 per annum*	\$1,409,071.67 per annum*

♦ *Applicable Indexation, and ERO where applicable, will be applied*

\* *Applicable Indexation will be applied (ERO is built into base funding where applicable)*

**Note: ERO for 2021-22 and incorporated into baseline funding from 2022-23 represents the funding allocation for specialist homelessness services that is available to DCJ at this time.**

**TABLE 2**

Service Level	Quantity	Target Group	Location/LGAs
As set out below in Section 1.2 Specific Requirements	As set out below in Section 'Target Group / Number of Clients'	As set out below in Section titled 'Target Group'	As set out below in Section 2 Geographic Coverage

As well as supporting clients as per the specified areas noted in the table above and further detailed in the identified sections of this Agreement for Funding of Services - Schedule, this Service will support clients, where required, in properties as outlined in Sections 3 and 4 and identified in Attachments 2 and 3.

The Service is required to deliver services in line with Attachment 1 – Specialist Homelessness Services Program Specifications (SHS Program Specifications).

## **1. SERVICE REQUIREMENTS**

### **1.1 General Requirements**

In line with the SHS Program Specifications, this Service is required to deliver services in a person-centred, collaborative and connected way; and deliver culturally appropriate and safe services when supporting Aboriginal or culturally and linguistically diverse persons.

### **1.2 Specific Requirements**

In addition to the general requirements set out in the SHS Program Specifications, this Service is required to meet the following specific requirements.

The South Western Sydney Early Intervention and Tenancy Support Service will be the main service in the District to support adults and families who have just become homeless and those at risk of homelessness through an early intervention and prevention approach. Priority will be given to:

- people in private rental or social housing who are at risk of losing their tenancy
- people who have just become homeless or are in temporary accommodation
- Aboriginal people
- people from culturally and linguistically diverse backgrounds.

The Service must have specialist skills, experience and capabilities to respond to these client groups. Further, the Service must be capable of delivering best practice approaches respective to each of these client groups.

The Service will have a strong case management approach and include flexible brokerage funding to achieve identified client-centred goals that cannot be accessed through collaborative arrangements.

The Service must consider the appropriateness of combining client groups and service delivery locations when developing the service model to avoid placing clients' wellbeing and safety at risk.

The Service will deliver prevention and early intervention; and rapid rehousing. The Service will need to link with the South Western Sydney District Specialist Supported Accommodation and Outreach Services for Young People to determine how the two services will work to fill gaps and avoid duplication in providing prevention and early intervention services for young people.

The Service will also need to develop strong referral links with all other relevant services in the District to provide early intervention and prevention services.

The Service will need to have strong partnerships with social housing providers and real estate agents to ensure early referrals for tenancies and at risk, and to negotiate access to housing for a rapid rehousing response.

The Service will have a multidisciplinary team of staff with relevant experience and/or qualifications in (though not limited to) counselling, social work, domestic/family violence, sexual assault, child protection, and community welfare, and an understanding of trauma-informed practice and strength-based casework.

In providing a response to domestic and family violence the Service will:

- have systems in place to respond effectively to women escaping domestic and family violence. For instance, the Service must have robust assessment processes to determine the most appropriate service response whereby clients' safety is paramount
- recognise that accompanying children may require individual responses that are separate to the responses for their mothers, and would be able to undertake specialised responses or facilitate referrals in order to access the appropriate services
- demonstrate an understanding of the stages women might go through in relation to leaving violence
- have an understanding and expertise to implement a range of best practice approaches to women experiencing domestic violence within different environments, i.e. within a crisis refuge, transitional housing, rapid rehousing, or within the home of the client with the perpetrator removed
- understand that the safety of women and children has to be an overarching principle in all service responses.

## 2. GEOGRAPHIC COVERAGE

This Service will support clients located in the geographic areas set out below.

SHS	Camden, Campbelltown, Canterbury-Bankstown, Fairfield, Liverpool, Wingecarribee and Wollondilly Local Government Areas (LGAs). Note this contract only delivers services to the Bankstown side of Canterbury Bankstown Council LGA.
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The service will need to have multiple outlets and ensure it is easily accessible to all target groups.

This Service should consider operating across geographic boundaries in support of and taking on clients from other areas where required, in line with the No Wrong Door approach and Section 5.2.2 Indirect support of the SHS Program Specifications.

## 3. GOVERNMENT PROPERTIES

There are no NSW Government owned properties associated with this Service.

The Service is encouraged to work with housing providers and other services to identify and access additional accommodation options where required, in provision of support for their clients. Funding provided for delivery of this Service cannot be used to purchase properties.

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#### **4. NON-GOVERNMENT PROPERTIES**

Successful delivery of this Service will be enhanced by the Provider having access to non-Government owned properties for provision of accommodation support. Where non-government properties are being contributed by you to SHS and or DVRE service delivery, they are listed in Attachment 3 – Co-contributions Schedule. This may include for example, properties owned by Council, and/or other property arrangements.

#### **5. CO-CONTRIBUTIONS**

This Service is required to include the co-contributions described in Attachment 3 – Co-contributions Schedule in the delivery of their service. Where co-contributions have been agreed as forming part of the Service's requirements, delivery is to be in accordance with Clause 22 of this Agreement's Additional Supplementary Conditions and the SHS Program Specifications. Co-contributions may relate to one or more of the elements defined in Clause 27 of the Additional Supplementary Conditions.

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**Target Group**

(Clauses 1.1 and 5.1(a)(i))

Priority client groups for this Service are:

- Families including:
  - Women and children escaping domestic and family violence
  - Couples without children
  - Single men and women with children who are homeless
- Adult men
- Adult women

This Service is required to deliver targeted support to the following client groups:

- Aboriginal people
- People from culturally and linguistically diverse backgrounds

This Service is required to be familiar with the homelessness population in the LGAs as listed in Section 2. Geographic Coverage, designing and providing services to those most in need.

**Number of Clients**This Service has a minimum client target number of **985** clients per annum.

The minimum estimated number of SHS clients in each demographic group covered by this Service is set out in the table below:

Description	Client Group	Sub Total
<b>People experiencing homelessness</b>	Young People	0
	Men	0
	Women	0
	Families	0
<b>Sub Total</b>		<b>300</b>
<b>People at risk of homelessness</b>	Young People	0
	Men	229
	Women	228
	Families	228
<b>Sub Total</b>		<b>685</b>
<b>TOTAL</b>		<b>985</b>

**Objectives**

(Clauses 1.1 and 5.1(a)(v))

DCJ is working to ensure better outcomes for people who are experiencing homelessness or at risk of homelessness by strengthening the capacity of homelessness services, and achieving a better balance through early intervention, crisis and transitional support, and post crisis support services.



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This Service is required to provide support in line with the specific requirements of this Agreement and the SHS Program purpose and objectives as set out in the SHS Program Specifications.

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

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

\$4,165,183.28 (exclusive of GST). Applicable Indexation will be applied.  
ERO\* will be applied in 2021-22, where applicable. From 2022-23 ERO\*, where applicable, is built into base funding.  
*\* ERO for 2021-22 and incorporated into baseline funding from 2022-23 represents the funding allocation for specialist homelessness services that is available to DCJ at this time.*

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 as follows:  
2021-2022 \$1,347,039.94. Applicable Indexation, and ERO\* where applicable, will be applied.  
2022-2023 \$1,409,071.67. Applicable indexation will be applied.  
2023-2024 \$1,409,071.67. Applicable indexation will be applied.  
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.	Upon execution of the Agreement by both DCJ and the Provider, and Agreement commencement	Scheduled in line with each official DCJ quarterly payment date, i.e. 1 <sup>st</sup> working day of each quarter or prior	N/A

Your bank account details:



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(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)

It is expected this Service will include an adequate level of funding for brokerage of person-centred services, within the funding allocation advised in this Agreement. The use of brokerage funding must be consistent with brokerage-related advice provided in the SHS Program Specifications.

**Assets**

(Clauses 1.1 and 11)

Asset threshold value:

\$2,000 (exclusive of GST)

(Clause 1.1)

Other items that are Assets:

Not applicable

(Clause 1.1)

Asset obligations:

Nothing stated

(Clause 11.1(a)(i))

Owner of assets:

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.

(Clause 11.2)



	<ul style="list-style-type: none"> <li>- Participate in refinement activities on outcomes framework, KPIs and contract management meetings (sector engagement to be managed by DCJ)</li> <li>- Continue ASES accreditation process until certificate level achieved, if not already achieved in Years 1 or 2*</li> <li>- Continue support of local Premier's Priority initiatives to reduce street sleeping, where applicable</li> </ul>	
3	<p>Participate in local planning, and discussions informing and negotiating proposed service change to individual service models, based on emerging/local need and evidence</p> <ul style="list-style-type: none"> <li>- Testing and determining key data for supporting identification of unmet/emerging need and realignment of services to address people where applicable to the service</li> <li>- Negotiating key changes and adjustment to service models through consultation. Identified and agreed through planning, will include development of a 'Service Change Plan' and analysis of timeframes required for implementing change</li> <li>- Implementing the adjustment to service models agreed through planning and consultation</li> </ul>	During the Agreement term (July 2021 to June 2024)
4	Achieve ASES accreditation if not already achieved beforehand*	30/06/2024

Number	Milestones	Due Date

#### ASES Accreditation\*

QIC Health and Community Standards (7<sup>th</sup> edition) (QIC) have been recognised as equivalent to the ASES. Providers accredited with the QIC or seeking QIC accreditation should refer to the ASES Policy Framework.

Providers that are not already ASES accredited (or accredited with the equivalent QIC Health and Community Standards), are required to actively work towards achieving accreditation under ASES for their SHS service delivery activities prior to 30 June 2024, and to continuously maintain this accreditation at 'certificate level' or higher as outlined in the SHS Program Specifications.

For further information on ASES and provider expectations, refer to the *ASES Policy Framework: Implementing a new quality framework for specialist homelessness services in NSW*, as noted in the SHS Program Specifications.

#### **Key SHS Program Expectations / Readiness Activities**

Deliverables listed under Milestone 2 of the above table will help guide this Service and other SHS towards delivery of readiness activities and progressive achievement of key SHS program expectations, further described in Clause 23 of this Agreement's Additional Supplementary Conditions, and the SHS Program Specifications.

**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** Where delivery of this Service includes subcontracting arrangements, these arrangements are set out in the table below.

*Note: relating to **service delivery** only, i.e. not for delivery of IT support, office supplies or cleaning, etc.*

(Clauses 1.1 and 6.3)

Organisation Name	Financial/Non-Financial	\$	Role of Organisation
N/A			

- A signed copy of subcontractor written agreements for all subcontractor arrangements shown above are to be forwarded to DCJ upon signing. They will be annexed to this Agreement as Attachment 4.
- The above details may be reviewed during the term of this Agreement, subject to the conditions as set out in Clause 21 of this Agreement's Additional Supplementary Conditions.
- DCJ's definition of subcontracting and other joint working arrangements is included in Section 12.2 Subcontract arrangements and joint working arrangements of the SHS Program Specifications, including DCJ's role in relation to those arrangements.



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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) a director or secretary;
- (b) any other person who makes decisions affecting the whole, or a substantial part of the business; and
- (c) 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:

- (d) change to legal status;
- (e) change of ABN; and
- (f) 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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## Reporting requirements

(Clause 19.4(a)(i))

**TABLE 5**

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)
Specialist Homelessness Services Data Collection	Complete data collection in accordance with the requirements of the Australian Institute of Health and Welfare (AIHW)	Monthly	Electronic submission to AIHW through the AIHW Validata portal*	AIHW / DCJ

The Provider of this Service is required to:

- report regularly to AIHW as set out above in Table 5.
- \*Data for the Specialist Homelessness Services Data Collection is to be submitted by this Service in line with Clause 24 of this Agreement's Additional Supplementary Conditions.
- comply with the Agreement for Funding of Services Schedule and Standard Terms, the SHS Program Specifications, and any implementation plan approved by DCJ.
- participate in working towards achieving Australian Service Excellence Standards (ASES) accreditation, in line with Milestones set out in Table 4 and wording included in 'Milestones' of this Agreement, and the SHS Program Specifications.
- adhere to the principles and participate in the processes for accessing SHS as outlined in the SHS Program Specifications.
- If delivering accommodation as part of this Service, update the Vacancy Management System on a daily (workday) basis in line with the SHS Program Specifications.

On occasion this Service may be requested to submit additional data that may be required to support monitoring and evaluation, including, e.g. the impacts and outcomes of DVRE funding (where applicable).

Where this Service has entered into an agreement to undertake property and lease management as identified in Attachment 2 – Property Details, compliance with relevant regulatory and contractual requirements will be required, as detailed in Clause 20 of this Agreement's Additional Supplementary Conditions.

These documents will be finalised and agreed with the Provider as part of the Agreement's finalisation stage.

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### **Client Outcome Indicators**

This Service plays an important role in the ongoing and collective effort of governments, NGOs, and communities to address the complex problem of homelessness.

Although factors outside the SHS Program may impact on achievement of the Program's objectives, data must be collected from this Service to demonstrate the contribution of the Service to the difference that the SHS Program is making to clients' lives, and to support continuous improvement of the SHS system.

The Service is currently required to monitor and report on their performance in line with the expectations set out in the SHS Program Specifications.

Service level measures are based on SHS data collection (AIHW) and may be further defined.

### **The SHS Outcomes Framework**

Client outcome measures will be introduced into homelessness services, commencing in July 2021.

This Service will be required to participate in data collection informing development of this work, as noted in Table 4 of the Milestones section of this Agreement.

The SHS Outcomes Framework as outlined in the SHS Program Specifications, will be progressively implemented and tested according to relevant milestones noted in Table 4.

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**Insurance**

(Clause 20.1) Refer to clause 20.1 of the Agreement.

**Acknowledgment and publicity** Any publications, advertising and promotional materials developed in association with this service are to acknowledge NSW Government funding

(Clause 21.1)

**Dispute resolution (nominated representatives)**

Our nominated representative: Manager Commissioning and Planning  
South Western Sydney District

(Clause 22.1(d))

Your nominated representative: Dr Evelyne Tadros  
State Leader, Metro NSW

**Dispute resolution (senior representatives)**

Our senior representative: Executive District Director  
South Western Sydney District

(Clause 22.1(e))

Your senior representative: Nada Nasser  
State Director, NSW/VIC/ACT

**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**

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 is attached to the Agreement as Attachment 1.

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**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 as 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

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- (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**

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

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- 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
  - (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

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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, 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.



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- (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.

**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

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- (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)*.

### **Additional Supplementary Conditions**

#### **19. Child Safe Organisations**

- (a) Providers that work with children are required to comply with child safe practices as defined by the NSW Office of the Children's Guardian, and the Child Safe Standards <https://www.kidsguardian.nsw.gov.au/ArticleDocuments/838/ChildSafeStandardsGuide.pdf.aspx?Embed=Y> and <https://www.kidsguardian.nsw.gov.au/child-safe-organisations/training-and-resources/child-safe-standards>.

#### **20. Government properties**

- (a) For a Provider who has been allocated the management responsibility of government funded community housing capital and/or leasehold properties, the Provider or related legal entity the management responsibility is contracted under will need to be and remain a Registered Community Housing Provider within the meaning of the Community Housing Providers (Adoption of National Law) Act 2012 (NSW).
- (b) Providers who are delivering support services only for clients of government funded community housing properties will work in partnership with a Registered Community Housing Provider, responsible for delivering property and tenancy management services. The Registered Community Housing Provider will either have already had management responsibility over these properties or have a service presence in the local area that the Housing Agency will invite to take on the leasing or funding management responsibility of the properties.
- (c) Where a property portfolio has been linked to the provision of support, it is described in Attachment 2 of the Agreement for Funding of Services - Schedule.
- (d) For a Provider who has been allocated the management responsibility of government funded community housing capital and/or leasehold properties, the Provider will enter into a separate Community Housing Assistance Agreement with the Housing Agency for the management of the relevant community housing property portfolio. Where there is any conflict between this document and the Community Housing Assistance Agreement in relation to the management of the property portfolio, the Community Housing Assistance Agreement will prevail.

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- (e) Where there is a community housing property portfolio, it may vary during the term of this funding agreement in property number, location or configuration due to reasons including but not limited to changes in housing supply and strategy and planning requirements. The Housing Agency will keep the Provider informed of any relevant changes and work with the Provider to identify alternative housing arrangement.

## **21. Subcontracting**

- (a) The parties acknowledge that the Provider may enter into a subcontract with other parties in order to fulfil its obligations under this Agreement for Funding of Services – Schedule.
- (b) Where a subcontract has been established, the Provider acknowledges that the decision by DCJ to enter into this Agreement for Funding of Services - Schedule may be based, in part, on the value and quality of the partners annexed to this Agreement for Funding of Services – Schedule, and Clause 6.3 of the Agreement for Funding of Services – Standard Terms.
- (c) Where a subcontract has been established, the Provider must ensure all partner agencies are aware and comply with the obligations expressed within the Agreement for Funding of Services – Schedule and Agreement for Funding of Services Standard Terms Clause 6.3, to the extent it applies to the Services they deliver. For each subcontracting arrangement, applicable terms in the Provider’s Agreement for Funding of Services – Schedule and the Agreement for Funding of Services – Standard Terms should be re-stated in the subcontract drawn up and agreed by the Provider and subcontractor.
- (d) The subcontract drawn up and agreed to by the Provider and subcontractor should state steps and timelines for the undertaking of any negotiation/renegotiation process.
- (e) Where a subcontract has been established, the Provider must notify DCJ of any material changes to the subcontract within the duration of this Agreement for Funding of Services - Schedule. If the changes to the subcontract are a material departure from those outlined through contract renegotiations, then DCJ reserves the right (acting reasonably) to terminate this Agreement for Funding of Services - Schedule within the duration of this Agreement, after good faith discussions with the Provider.
- (f) Where a Provider seeks to add a new subcontract to the Agreement for Funding of Services – Schedule for delivery of any part or all of the services under that Agreement, written consent must first be obtained from DCJ to do so, as per Clause 6.3 of the Agreement for Funding of Services – Standard Terms.
- (g) Where a Provider seeks to end a subcontracting arrangement with a contracted subcontractor, the Provider must be able to present an evidence-based case to DCJ demonstrating they will be able to continue to deliver the contracted service in its entirety without the subcontracting arrangement being proposed for cessation.

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**22. Co-contributions**

- (a) If the Provider agrees to provide co-contributions, they are to be described in Attachment 3 – Co-contributions Schedule, Sections 1 to 3.
- (b) Where co-contributions have been agreed, the Provider agrees to maintain a similar level and type of contributions described in Attachment 3 – Co-contributions Schedule, Sections 1 to 3.
- (c) Where co-contributions have been agreed, the Provider acknowledges that the decision by DCJ to enter into this Agreement for Funding of Services - Schedule was based, in part, on the value and quality of the co-contributions described in Attachment 3 – Co-contributions Schedule and will commit to retaining these co-contributions for the duration of this Agreement for Funding of Services - Schedule.
- (d) If circumstances outside of the Provider's control result in the Provider being unable to provide the co-contributions agreed to and described in Attachment 3 – Co-contributions Schedule, the Provider is required to contact DCJ immediately to negotiate changes to Attachment 3.
- (e) The terms as stated in the Agreement for Funding of Services – Standard Terms Clause 7 will apply, in the event provision of any co-contribution becomes the subject of a Conflict of Interest.

**23. Key Program Expectations and related Milestones**

- (a) During the term of this Agreement all Providers will be required to work towards progressive achievement of three key expectations, being implemented in SHS to achieve a stronger focus on client outcomes and improved service quality.
- (b) The three key expectations, which sit alongside the SHS program objectives and practice principles and are further outlined in the SHS Program Specifications, are:
  - Progress towards gaining ASES accreditation by 30 June 2024
  - Progress towards collecting data for effective measuring, monitoring and reporting on client outcomes
  - Contribution to the Premier's Priority to halve street homelessness by 2025 (where applicable to the service package).
- (c) Deliverables included in Milestone 2 of Table 4 of the Agreement for Funding of Services – Schedule 'Milestones' section will help guide service delivery towards progressive achievement of the above three key program expectations.

**24. Clarification of access to Client Information Management System (CIMS) data and data sharing**

- (a) All Providers are required to submit monthly data to the Australian Institute of Health and Welfare (AIHW) via the AIHW Validata

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portal, consistent with the Specialist Homelessness Services Data Collection (SHSC).

- (b) Providers who use the Client Information Management System (CIMS) (or any system subsequently implemented by DCJ) as their client management system do not need to submit any data to DCJ, as the data will be sourced by DCJ from the system.
- (c) Providers who use a client management system other than CIMS must also submit a copy of the file(s) sent to AIHW, to DCJ through the DCJ Secure File Transfer Protocol (SFTP) portal.
- (d) NSW has obligations under Schedule D of the National Housing and Homelessness Agreement (NHHA) to facilitate, collect, compile and supply homelessness agency, client and support period data to AIHW consistent with nationally agreed standards and specifications. Under the agreement, all funded specialist homelessness services must participate in the SHSC, unless exempted by the Commonwealth. NSW and Commonwealth agree to share SHSC client and agency data and AIHW will provide NSW and commonwealth with access to SHSC data holdings consistent with legislative and privacy arrangements.

**25. DVRE/YCAE**

- (a) The following Additional Supplementary Conditions apply to Providers allocated Domestic Violence Response Enhancement (DVRE) or Youth Crisis Accommodation Enhancement (YCAE) funding:
  - (i) Providers in receipt of DVRE or YCAE are required to continue delivering services as agreed with DCJ.
  - (ii) Where DVRE/YCAE is consolidated inside a SHS Agreement from 1 July 2021, consolidation is not intended as a means for changing scope of the existing DVRE/YCAE. Expectation is that the DVRE/YCAE focus as agreed between DCJ and the Provider in enhancement agreements to date is retained, and DVRE/YCAE funding continues to support expected DVRE/YCAE service provision.

**26. Housing clients**

- (a) The Provider must not house women and men in the same property, unless a full risk assessment has determined that there is no unacceptable risk either to them or to other residents.
- (b) This applies to women and men housed both in Government-owned properties as described in Attachment 2 –Property Details, and non-government properties as described in Attachment 3 – Co-contributions Schedule.

**27. Definitions for terms in the Additional Supplementary Conditions**

In this Agreement, unless the context indicates a contrary intention:

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**Subcontract** means the formal arrangement established by the Provider by written agreement with another party or parties to deliver the Services outlined in this Agreement.

**Community Housing** means subsidised accommodation for people on a very low, low or moderate income or people with additional needs, managed by not for profit organisations within the State of New South Wales. Community Housing includes Crisis Accommodation, Transitional Housing, Co-operative Housing, Social Housing and Affordable Housing.

**Community Housing Assistance Agreement** means, in the case of this Agreement, the agreement between the Provider and the Housing Agency for the management of government funded community housing capital and/or leasehold properties.

**Housing Agency** means either the Land and Housing Corporation or the Secretary of the Department of Communities and Justice as defined in the Community Housing Providers (Adoption of National Law) Act 2012 No 59, or (in certain circumstances) both of them.

**Co-contributions** means any non-government property or funding contribution, or other contribution offered or donated by the Provider or a third party and added as a part of the service's contracted delivery via Attachment 3 – Co-contributions Schedule. Other contributions usually relate to a non-financial commitment, and can include but are not limited to a voluntary increase to client numbers, volunteers, and/or in-kind support.

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Attachment 1	Specialist Homelessness Services Program Specifications
Attachment 2	Property Details
Attachment 3	Co-contributions Schedule

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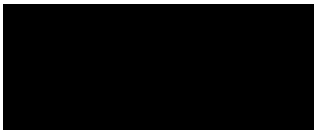
## EXECUTION

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):

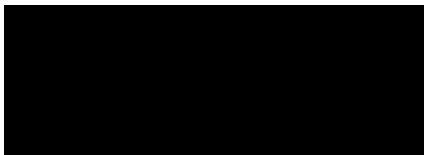
- (a) the Agreement for Funding of Services - Standard Terms;
- (b) this Agreement for Funding of Services - Schedule; and
- (c) any Attachments.

Executed as an agreement on 17/6/2021

**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



Signature of authorised officer

Anthony Hartley

Print full name

Elizabeth Gallagher

Print full name

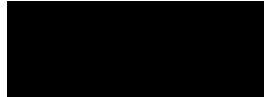
18/6/2021

Date:

Manager Commissioning and Planning

Position of authorised officer

**Signed for Mission Australia ABN 15 000 002 522** by its attorneys pursuant to Power of Attorney dated 26 October 2015, who declare they have no notice of the revocation of the said Power of Attorney:



Signature of attorney

Sally Ascroft

Print full name

Ben Carblis

Print full name

15/6/2021

Date



## **Attachments**

Attachment 1 Specialist Homelessness Services Program Specifications

Attachment 2 Property Details

Attachment 3 Co-Contributions Schedule