



D21/2092262

Brad McIver  
The Salvation Army (NSW) Property Trust  
265 Chalmers Street  
REDFERN NSW 2016  
[brad.mciver@salvationarmy.org.au](mailto:brad.mciver@salvationarmy.org.au)

**BY EMAIL**

**Letter of Variation**

Dear Mr McIver,

I refer to the contract dated 1 July 2021 between The Salvation Army (NSW) Property Trust ('**the Provider**') and the Department of Communities and Justice (DCJ) ('**the Agency**') in respect of Inner City Sydney Homelessness Service - Salvation Army ('**the contract**') and PLA ID 1-11490325471.

In accordance with the terms and conditions of your contract, the contract is to be amended as set out in **Annexure 1** attached to this letter.

Please sign this letter where indicated below and return a scanned copy to the Agency to confirm your acceptance of the proposed variation.

The Client Information Management System (CIMS) team will be working on a build for capturing the additional KPIs


- Number of accommodated support periods (ASPs) in the Foster House co-contribution property
- Proportion of accommodated support periods where the same client has had more than 2 support periods from any of the Inner City Homelessness Coalition providers in the same year (target to be set following establishment of data collection systems).
- Proportion of Inner City Homelessness Coalition clients being appropriately housed at the end of the support period needs.

We anticipate the build to capture additional KPIs will take approximately six months. Your contract manager will work with you in regard to recording this data until such time as the CIMS or relevant process/system implemented by DCJ is effected to capture this as business as usual reporting.

Please respond by Friday 10 December 2021 to enable this variation to be finalised.

If you require further information on this matter please contact me on (02) 8303 6520 or [Mark.DAstoli@facs.nsw.gov.au](mailto:Mark.DAstoli@facs.nsw.gov.au)

Yours sincerely

  
Mark D Astoli  
**A/Manager Commissioning and Planning  
Sydney, South Eastern Sydney and Northern Sydney District**

**30/11/2021**

## LETTER OF VARIATION ACKNOWLEDGEMENT

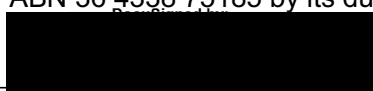

Please note, this document MUST be signed by two of your organisation's Authorised Signatories.

Refer to the Authorised Signatories Fact Sheet for further information <https://www.facs.nsw.gov.au/providers/funded/resources/authorised-signatories>.



Please sign and forward the Letter of Variation in its entirety to [divna.marjanovic@facs.nsw.gov.au](mailto:divna.marjanovic@facs.nsw.gov.au)

## EXECUTION

I agree that The Salvation Army (NSW) Property Trust will allocate funding and provide services in accordance with the variation to the contract as set out in Annexure 1.

<b>Executed as an agreement on</b>	<u>12/19/2021</u>
	Date
Signed for and on behalf of Department of Communities and Justice ABN 36 4338 75185 by its duly authorised officer in the presence of:	
	
Signature of authorised officer	Signature of witness
<u>Mark D'Astoli</u>	<u>Mwangi Wangethi</u>
Print full name	Print full name
<u>A/Manager Commissioning and Planning</u>	<u>Senior Commissioning and Planning Officer</u>
Position of authorised officer	Position

Signed by **The Salvation Army (NSW) Property Trust ABN 57507607457**

	
Signature of authorised signatory	Signature of authorised signatory
<u>Natalee O'Brien</u>	<u>Brad Watson</u>
Print full name	Print full name
<u>Acting HOD, Social Mission</u>	<u>Head of Community Engagement</u>
Position of authorised signatory	Position of authorised signatory

## Annexure 1

This contract variation describes supplementary and varied contractual obligations associated with delivery of the Specialist Homelessness Services 2021-24 Agreement for Funding of Services for the Inner City Sydney Homelessness Service – Salvation Army and implementation of the Inner City Sydney Crisis Accommodation Plan.

Additional service requirements and KPIs are linked to the provision of accommodated support periods in co-contribution properties referenced in the Inner City Sydney Crisis Accommodation Plan.

The contract is amended as follows in relation to the co-contributed Foster House property. All other conditions of the 2021-24 Agreement for Funding of Services for the Inner City Sydney Homelessness Service – Salvation Army not mentioned below remain unchanged.

### Service Package Description – Specific Requirements

Maintain sufficient crisis accommodation capacity in co-contribution properties (listed above) in order to meet the agreed contract target for the number of accommodated support periods for that property.

Maintain inclusive practices to meet the needs of diverse cohorts.

Plan crisis accommodation services so that the duration of each crisis accommodation support period maximises the opportunity to achieve client case plan goals and/or a housing outcome, reflecting the transition away from high volume, very short-stay accommodation.

Participate in the establishment and ongoing management of an Inner City Homelessness Coalition of the five inner city crisis accommodation providers as a vehicle for strategic planning and coordinated engagement with DCJ to implement the Inner City Sydney Crisis Accommodation Plan and to address barriers to improved outcomes for clients accessing crisis accommodation in the inner city.

Work with the members of the Inner City Homelessness Coalition and DCJ to develop strategies to:

- Increase Link2home referrals to SHS crisis accommodation in the inner city
- Increase SHS outreach to TA clients in the inner city
- Improve client access to DCJ housing assistance and long-term housing solutions

Work with the members of the Inner City Homelessness Coalition and DCJ to explore opportunities to better use the VMS, CIMS and the By Name List to improve data collection and monitoring for the inner city of:

- crisis accommodation vacancies
- accepted and declined referrals from Link2Home and local DCJ Housing Teams to SHS
- SHS accommodated support periods (as distinct from Supported TA support periods) – including how the average duration of support periods varies for different client cohorts
- client outcomes
- service system risks

**Key Performance Indicator ( KPI's):**

In addition to the general SHS program KPIs, additional KPIs for the Services within this package are:

- Number of accommodated support periods (ASPs) in co-contribution property is 299 ASPs for Foster House
- Proportion of accommodated support periods where the same client has had more than 2 support periods from any of the Inner City Homelessness Coalition providers in the same year (target to be set following the establishment of data collection systems).
- Proportion of Inner City Homelessness Coalition clients being appropriately housed at the end of the support period needs.

**Milestones:**

Existing Milestone 5 is amended to read:

- Participate in the establishment and ongoing management of an Inner City Homelessness Coalition of the five inner city crisis accommodation providers as a vehicle for strategic planning and coordinated engagement with DCJ to implement the Inner City Sydney Crisis Accommodation Plan and to address barriers to improved outcomes for clients accessing crisis accommodation in the inner city.

Due Date: Q3 2021-22

**Co-contribution schedule - 50 crisis beds in Foster House**

General requirements for negotiating change to the number of use of co-contribution properties listed in the Specialist Homelessness Services Agreement for Funding of Services.

Any proposals for change to the available SHS crisis accommodation beds following the signing of the contract will require:

- Formal notification by the SHS provider of a proposal to vary the number or configuration of SHS crisis accommodation beds (ideally at least 6 months before the proposed change are to be implemented).
- Mutual agreement by DCJ and the SHS provider to any changes on a best-for-service system basis.
- Documentation of any agreed change to inform future contracts or contract variations.



# Agreement for Funding of Services

## Schedule

Program: Specialist Homelessness Services (SHS)

Contract ID: 1-11490325471

Contract name: Inner City Sydney Homelessness Service - Salvation Army (HNSW.13.56.10-09)

**Department of Communities and Justice**

ABN 36 433 875 185

**The Salvation Army (NSW) Property Trust**

ABN 57 507 607 457

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:	Locked Bag 42, Strawberry Hills NSW 2012
	Position, name and contact details of Agency representative:	Timothy Counter Contract Manager Department of Communities and Justice T: 8303 6395 E: Timothy.Counter@facs.nsw.gov.au W: www.dcj.nsw.gov.au
<b>You (Provider)</b>	Name:	The Salvation Army (NSW) Property Trust
	ABN/ACN/ICN:	57 507 607 457
	Address:	261-265 Chalmers Street Redfern NSW 2016
	Position, name and contact details of Provider representative:	Captain Brad McIver State Manager Homelessness, State Social Mission and Community Engagement Coordinator The Salvation Army

Details	Description
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T: 02 9466 3574

M: 0477 898 873

E: brad.mciver@salvationarmy.org.au

W: salvos.org.au

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<b>Initial Term</b> (Clauses 1.1 and 3.1)	3 years Start Date: 1 July 2021 End Date: 30 June 2024
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<b>Extension period</b> (Clause 3.2)	Not applicable
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**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	\$5,824,609.48 ♦	\$5,824,609.48 ♦
2022-2023 2023-2024	Provision of services supporting people experiencing or at risk of homelessness	1	Service	\$6,095,011.71 per annum*	\$6,095,011.71 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).



- **SERVICE REQUIREMENTS**

- **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.

- **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.

Specific requirements for this Service are to:

- Introduce innovative solutions to reduce the drift of people into the inner city to access homelessness services.
- Support clients in crisis and work with other SHS to stop the cycle of homelessness.
- Plan for the reduction over time in congregate care and the increased investment in responses that aim to intervene early and/or achieve long term outcomes.
- Provide brokerage and facilitate people to return to their areas of connection if /safe appropriate to do so.
- Maintain resources and investment in the inner city of Sydney homelessness service system.
- Attend collaborative meetings and coordinate support with other stakeholders in the Inner City homelessness space. Participate in working groups and communities of practice with SHS and other services to build the capacity of our services to better respond to identified service gaps.
- Engage with Community Corrections through coordinated support and partnerships to help clients avoid returning to custody.
- Support and facilitate the development of independent living skills including referrals to living skills programs for clients.
- Support clients to re-enter the workforce. Coordinate support to assist clients to develop skills and access education.
- Partner with health and other services to improve access to mental health treatment and other health supports.
- Assist clients to secure stable and affordable housing.

This Service will develop innovative solutions to curb the inner city drift which leverage off existing infrastructure and services in districts outside of the inner city of Sydney.

The Service will be involved in local governance meetings, in particular participation in work focused on strategic response to homelessness service provision.

The Service must have specialist skills, experience and capabilities to respond to the range of client groups. Further, the Service will have the capacity to deliver best practice approaches respective to each of the client groups.

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Services supporting women and children experiencing domestic and family violence will have systems in place to respond effectively to this client group and will demonstrate an understanding of the stages that women might go through in relation to leaving violence. The Service must have robust assessment processes to determine the most appropriate service response whereby clients' safety is paramount.

Services will recognise that accompanying children may require individual responses that are separate to the responses for their parents/caregivers, and would be able to undertake specialised responses or facilitate referrals in order to access the appropriate services.

The Service will implement strategies to provide culturally safe support to Aboriginal people. In addition, the organisation will seek to build effective working relationships with Aboriginal and Torres Strait-controlled organisations.

Services will provide holistic support to young people that will include: outreach; family mediation; crisis and transitional supported housing and tenancy support. It is also important to support young people to continue or access education, employment and training options.

The Service will provide integrated and coordinated responses across the full range of SHS and mainstream services relevant to client needs. This will be particularly relevant when supporting clients with complex needs to ensure intensive and integrated support with specialist services (such as mental health, drug and alcohol) is facilitated for the client.

The Service must consider the appropriateness of combining client groups and service delivery locations, as well as the use of crisis and transitional properties, when developing the service model to avoid placing clients' wellbeing and safety at risk.

The Service will have strong partnerships with a broad range of agencies/services and have established mechanisms in place to facilitate access to these services. The Service will develop links with relevant SHS and service providers across NSW to support clients to relocate or return to safe and supportive communities of origin. Further, the Service will deliver a model that is aligned with other SHS in the South Eastern Sydney and Sydney Districts.

The Service will provide targeted responses to people leaving correctional facilities.

The Service will be involved in local governance meetings, and in particular, those focused on strategic responses to homelessness service provision.

The aim of this Service is to strengthen

- Housing First approaches, rapid rehousing and early intervention responses
- post-crisis support, particularly for clients with high and complex needs
- specialised service approaches for the target client groups, which include single men and single women
- coordinated approaches with inner city Sydney Specialist Homelessness Services, particularly in regards to outreach support teams, case management/support teams, specialist teams, and multidisciplinary teams

- strengthen links with the Inner City Assertive Outreach and Case Coordination for Vulnerable and Complex Clients Service to improve outcomes for rough sleepers
- develop partnerships with small SHS in the inner city of Sydney with specialised skills and experience (e.g. services supporting women, people exiting correctional facilities, and Aboriginal and Torres Strait Islander people) to increase their viability and maintain their specialised presence in the District
- establish stronger mechanism to return clients back to their community of origin where possible.

## **GEOGRAPHIC COVERAGE**

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

SHS	Sydney Local Government Area (LGA)
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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.

- **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.

- **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.

- **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.

**Target Group**

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

Priority client groups for this Service are:

- Young people
- Women
- Men
- Families

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

- Aboriginal and Torres Strait Islander people
- People who are chronically homeless with complex needs
- People at risk of becoming homeless
- People living in insecure accommodation (including some boarding houses and in overcrowded conditions)
- People living temporarily with family or friends
- People who are couch surfing
- People leaving custody/correctional facilities
- Young people leaving the juvenile justice system and out-of-home care
- People leaving health institutions.

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 **942** 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	Number
<b>People experiencing homelessness</b>	Young People	140
	Men	299
	Women	92
	Families	120
<b>Sub Total</b>		<b>651</b>
<b>People at risk of homelessness</b>	Young People	56
	Men	131
	Women	54
	Families	50
<b>Sub Total</b>		<b>291</b>
<b>TOTAL</b>		<b>942</b>

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**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.

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)) \$18,014,632.89 (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:

2021-2022	\$5,824,609.48. Applicable Indexation, and ERO* where applicable, will be applied.
2022-2023	\$6,095,011.71. Applicable indexation will be applied.
2023-2024	\$6,095,011.71. Applicable indexation will be applied.

(Clause 9.1(a)) 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:  
 Account name: T  
 BSB:

(Clause 9.1(b)) Account number:

You must use the Funds during the following period: The Financial Year in which the Funds are paid to You, unless notified by Us in writing.

(Clause 9.3(a)(iii))

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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.

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**Assets**

(Clauses 1.1 and 11)

Asset threshold value:      \$2,000 (exclusive of GST)  
(Clause 1.1)

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Other items that are      Not applicable  
Assets:  
(Clause 1.1)

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Asset obligations:      Nothing stated  
(Clause 11.1(a)(i))

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Owner of assets:      You agree that any Assets purchased with the  
(Clause 11.2)      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.

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TABLE 4

## Milestones

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

Number	Milestones	Due date
1	Participate in rollout of PWI, including training and commencement of use	March-July 2021
2	<p>Participate in progressive trialing and implementation of the Outcomes Framework, working towards full implementation of key program expectations:</p> <ul style="list-style-type: none"> <li>- Participate in training on the Outcomes Framework, defined program outcomes and suite of KPIs arranged for all relevant staff</li> <li>- Complete organisation level Outcomes Framework implementation plans</li> <li>- Engage in development of KPI targets and performance measures as part of the Outcomes Framework</li> <li>- Attend training for use of Client Outcomes Survey arranged for all relevant staff</li> <li>- Participate in CIMS testing of Client Outcomes Survey</li> <li>- Participate in CIMS realignment, testing and user training</li> <li>- Continue ASES accreditation process until certificate level achieved*</li> <li>- Continue support of local Premier's Priority initiatives to reduce street sleeping, where applicable</li> </ul>	<p>Progressive milestones as outlined below</p> <p>Year 1 – July 2021 to June 2022</p>
	<ul style="list-style-type: none"> <li>- Commence using Client Outcomes Survey</li> <li>- Commence data collection on KPIs using CIMS or other tool as prescribed by DCJ – to gather baseline data and evidence on appropriate KPI figures, not as a contract management lever</li> <li>- Continue ASES accreditation process until certificate level achieved, if not already achieved in Year 1*</li> <li>- Continue support of local Premier's Priority initiatives to reduce street sleeping, where applicable</li> </ul>	<p>Year 2 – July 2022 to June 2023</p>
	<ul style="list-style-type: none"> <li>- Continue collection of data, measuring performance against selected KPIs using CIMS or other tool as prescribed by DCJ – to gather baseline data, refine KPIs and evidence on appropriate KPI figures</li> </ul>	<p>Year 3 – July 2023 to June 2024</p>

	<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 unmet/emerging need, including opportunities for supporting Aboriginal 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
5	The Salvation Army will work in partnership with DCJ and other inner city SHS to implement the Inner City Crisis Accommodation Plan, including the principles and any activities and reporting requirements connected to this plan. The Salvation Army and DCJ may mutually agree to changes to this Agreement aligned with the finalised Inner City Crisis Accommodation Plan.	Commencing Q1 2021-22

**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.

(Clauses 1.1 and 6.3)

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

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.

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

(Clause 21.1)

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**Dispute resolution (nominated representatives)** Our nominated representative: Joyce Campbell  
Manager Commissioning and Planning  
SSESNS District

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(Clause 22.1(d)) Your nominated representative: Captain Brad McIver  
State Manager Homelessness, State Social Mission and Community Engagement Coordinator

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**Dispute resolution (senior representatives)** Our senior representative: Penny Church  
Director Commissioning and Planning  
SSESNS District

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(Clause 22.1(e)) Your senior representative: Livia Carusis  
General Manager Homelessness  
The Salvation Army

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**Supplementary Conditions** 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.

(Clauses 1.1, 2.1(c) and 5.1(a)(vi))

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**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.

**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**

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- (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**

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

**Organisational level**

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- (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
    - (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:
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- (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, 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

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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.

**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;

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- (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)*.

### **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.

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- (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.
  - (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

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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.

## **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



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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 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,

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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:

**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

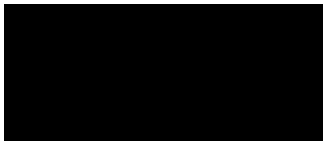
The parties agree that by signing this document they enter into an Agreement comprising of the following documents (in the order of precedence described in clause 2.1 of the Agreement):

- (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 28/6/2021

[#Insert date of execution]

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

Judy McCormick

Print full name

Joyce Campbell

Print full name

28/6/2021

Date:

Manager, Commissioning and Planning

Position of authorised officer

**Signed** for and on behalf of **The Salvation Army (NSW) Property Trust ABN 57 507 607 457** by its duly authorised officer in the presence of:



\_\_\_\_\_  
Signature of witness



\_\_\_\_\_  
Signature of authorised officer

\_\_\_\_\_  
Ngaire Still

Print name of witness

\_\_\_\_\_  
Lieut-Colonel Lynette Edge

Name of authorised officer

\_\_\_\_\_  
28/06/2021

Date

\_\_\_\_\_  
Secretary for Mission

Position of authorised officer

## Attachments

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

