



Agreement for Funding of Services

Schedule

Supported Transition and Engagement Program (STEP) – Package B Contract ID: 1-11495756807

Department of Communities and Justice
ABN 36 433 875 185

Neami Limited
ABN 52 105 082 460

The Date of the Agreement for Funding of Services – Schedule is **1 July 2022**

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
Us (Agency)	Name: Department of Communities and Justice
	ABN: 36 433 875 185
	Address: 219-241 Cleveland St Strawberry Hills NSW 2010
	Position, name and contact details of Agency representative: Robert McInnes Manager Commissioning and Planning Sydney, South Eastern Sydney and Northern Sydney District Phone: 02 8303 5923 e-mail: joyce.campbell@fac.s.nsw.gov.au
You (Provider)	Name: Neami Limited
	ABN/ACN/ICN: 52 105 082 460
	Address: 4-8 Water Road, Preston VIC 3072
	Position, name and contact details of Provider representative: Mr Shane Jakupec Regional Manager Metro 1 NSW Phone: 0410 488 208 e-mail: shane.jakupec@neaminational.org.au

Initial Term 2 years
Start Date: 1 July 2022

Details	Description
(Clauses 1.1 and 3.1)	End Date: 30 June 2024
Extension period (Clause 3.2)	Not applicable

Services

(Clauses 1.1 and 5)

TABLE 1

Financial Year	Service level	Maximum quantity	Unit measure	Unit price (base funding)
2022-2023	Post-crisis support for 250 people at any one time housed by the DCJ Homelessness Outreach Support Team (HOST)	1	Service	\$3,625,000
2023-2024	Post-crisis support for 250 people at any one time housed by the DCJ Homelessness Outreach Support Team (HOST)	1	Service	\$3,625,000

* *Indexation will be applied to base funding amounts, where applicable*

TABLE 2

Service Level	Quantity	Target Group	Location/LGAs
Post-crisis support for people recently housed by the DCJ Homelessness Outreach Support Team (HOST)	250 people supported at any one time over the 2022-23 and 2023-24 funding periods (per 12 months).	As set out below in Section 4 Target Cohort	As set out below in Section 3 Geographic Coverage

1. DELIVERABLES

Service to be provided is post-crisis support for people recently housed by the DCJ Homelessness Outreach Support Team (HOST). The Service Provider awarded funding will deliver services that assist vulnerable individuals or families to avoid the risk of homelessness, and assist people experiencing homelessness to break the cycle of homelessness for good by:

- maintaining program fidelity as outlined in the STEP Program Guidelines. The STEP Program Guidelines will be updated in consultation with Neami and the Sydney, South Eastern Sydney and Northern Sydney District.
- achieving the specified service requirements set out below and the requirements of the SHS Program Specifications
- supporting people in the specified Geographic areas as set out below
- being tailored to the needs of the target cohorts, and supporting the specified number of people as set out below
- supporting people in properties as set out below.

2. SERVICE REQUIREMENTS

2.1 General Requirements

The Service is required to deliver services in line with the STEP Program Guidelines (Attachment 1) and SHS Program Specifications.

The Service is required to:

- **Deliver person-centred services** - that is, build service responses around the needs of the individual. The service response is based on the particular circumstances of each person, their experiences and choices. This includes individually tailoring the intensity and duration of support and the accommodation setting in which support will be delivered. A person-centred response also considers the needs of the family or household in achieving a long-term housing outcome, including building individual and family capacity; skills; resilience; considering the needs of children; and building connections to community.
- The features of a person-centred response are outlined in the SHS Program Specifications and include (but are not limited to) case management and coordination, flexible brokerage funding, linkages with family and community, informed choice and involvement, and culturally appropriate and trauma-informed practice.

- **Collaborate with other homelessness services, mainstream service providers and housing providers.** This collaboration is a core part of a person-centred approach and key to preventing and breaking the cycle of homelessness. To be effective, homelessness services providers have an important leadership, promotion and collaboration role within the broader homelessness services system.

The STEP Program Guidelines and SHS Program Specifications describe the criteria and signposts that demonstrate capabilities for delivering effective person-centred and collaborative homelessness services. The Service must deliver services in a person-centred, collaborative and connected way.

2.2 Specific Requirements

In addition to the general requirements above, the Service is to meet the following specific requirements.

- The Service will provide post-crisis support for people housed from intensive homelessness outreach in the Sydney, South Eastern Sydney and Northern Sydney (SSESNS) District.

- Staffed by a team of workers with skills in engaging, building rapport with, and supporting people who are experiencing primary and secondary homelessness, many of whom will have experienced trauma, are experiencing mental health concerns and/or problematic substance abuse, the Service will utilise assertive outreach techniques to overcome barriers for engagement with people participating in the program.
- The Service will work in partnership with the community and primary health care providers to provide high quality, person-centred, equitable and accessible support, working with people to identify how services can be better coordinated and strengthening relationships between services, including Specialist Homelessness Services (SHS); alcohol and other drug treatment, disability, housing, family violence and other community services; primary health including GPs and community health services; Centrelink and income support; public, community and private mental health support; private psychiatrists and psychologists; training, education and employment; and parenting support and child protection.
- The Service will also leverage existing relationships with mental health services, substance abuse programs, GPs, hospitals and other supplementary services, including from their *Inner City Assertive Outreach and Case Coordination for Homeless Vulnerable and Complex Clients* (Way2Home) SHS where appropriate, and identify and build relationships with services in areas where they not already have an established footprint.
- Culturally specific strategies will be implemented to support people who identify as Aboriginal and Torres Strait Islander (ATSI). The Service will identify cultural needs, be culturally sensitive and appropriate. Approaches used for non-Aboriginal people may not necessarily be appropriate or effective for people who identify as ATSI. Accordingly, the Service will undertake research and consult with ATSI stakeholders to ensure the service approach is culturally appropriate. Further, the Service will have policies in place that proactively seek the recruitment and retention of ATSI staff, and also a process that facilitates cultural competence training for all staff.
- Aboriginal Liaison Officers (ALOs) will provide culturally responsive services to those newly housed and those receiving STEP post-crisis support who identify as ATSI. Further, the Service will provide people from CALD backgrounds with linkages to services to meet their cultural and language needs and engage interpreters as required.

Providing post-crisis support for people housed from intensive homelessness outreach in the Sydney, South Eastern Sydney and Northern Sydney (SSESNS) District, the Service will:

- specifically support rough sleepers housed by the DCJ Homelessness Outreach Support Team (HOST);
- provide support to rough sleepers to access alternative housing pathways and solutions to achieve positive housing outcomes
- only accept referrals made by HOST;
- engage with people early and assist them to sustain tenancies through person-centred and trauma-informed care approaches; risk management planning and positive engagement;
- as part of each person's case plan, develop a clear exit strategy.

-
- Refer clients who exit social housing, alternative housing and Temporary Accommodation to Neami Way2HomeAssertive Outreach Team for follow up.

3. GEOGRAPHIC COVERAGE

This Service will:

- support people housed within the Sydney, South Eastern Sydney and Northern Sydney (SSESNS) District, and deliver a model that is aligned with the services in SSESNS District.
- operate across geographic boundaries to support people and proactively build relationships with service providers in other districts where required.

4. TARGET COHORT

Priority groups for this Service are:

- Men, women and young people aged 18 years and older who:
 - have been housed through the intensive outreach interventions in the SSESNS District and require a wrap-around post-crisis support package.

This Service requires targeted support for people who identify as Aboriginal and Torres Strait Islander (ATSI).

The Service will seek to ensure that people who identify as ATSI are able to access the service and receive a culturally appropriate service. ATSI data will be monitored as part of the SHS performance monitoring framework. Targets for service delivery to people who identify as ATSI may be adjusted in future years for this Service.

The Service is required to implement services appropriate to a wide range of cohorts and make every effort to ensure that factors such as cultural or linguistic background, disability, gender, sexual orientation, or caring responsibilities do not affect their access to services or result in unequal treatment.

The Service must ensure their approach to service delivery is accessible and appropriate for those communities, including but not limited to staffing practices and partnership or collaboration with related organisations working with those communities or cohorts.

4.1 Number of People

- Over the contracting period 1 July 2022-30 June 2023 (12 months) this Service has a minimum target number of 250 people supported at any one time (2022-2023). It is expected the Service will provide support to all new referrals for a period of up to 12 months (noting some referrals may need support for a longer period) and accept 15 new referrals every 3 months.

- Over the contracting period July 2023-June 2024 (12 months) this Service has a minimum target number of 250 people supported at any one time (2023-2024). It is expected the Service will provide support to all new referrals for a period of up to 12 months (noting some referrals may need support for a longer period) and accept 15 new referrals every 3 months.

4.2 Case Mix

A minimum of 250 people will be supported at all times (1 July 2022- 30 June 2023);

A minimum of 250 people will be supported at all times (1 July 2023- 30 June 2024).

5. GOVERNMENT FUNDED PROPERTIES

This Service may be associated with properties that are either Government owned or leased on the private market using a subsidy funded by the NSW Government.

The Service is responsible for the delivery of support services only (not property or tenancy management). The Service is required to work in partnership with DCJ and participating Community Housing Providers in managing these properties to deliver support services.

6. NON-GOVERNMENT PROPERTIES

Successful delivery of any funded homelessness service will be enhanced by the Service Provider having access to properties that cannot be provided from existing Government owned or funded properties.

Target Group

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

Priority groups for this Service are:

- Men, women and young people aged 18 years and older who:
 - have been sleeping rough
 - have been housed through the assertive outreach interventions in the SSESNS District and require a wrap-around post-crisis support package
 - have been housed as a rapid rehousing approach (Street to Home) in the SSESNS District and who require support to establish and sustain their tenancies.

This Service requires targeted support for people who identify as Aboriginal and Torres Strait Islander (ATSI).

Objectives

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

The objectives of STEP Package B are to:

- provide access to culturally appropriate health, mental health and wellbeing services;
 - rebuild family, community and cultural connections;
 - support the development of daily living and self-management skills; and
 - facilitate engagement with positive structured activities such as social groups, education and/or employment.
-

Funds and payment (Clauses 1.1 and 9.1)

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

\$ 7,250,000.00 (exclusive of GST). Indexation will be applied to base funding amounts, where applicable.

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:

2022-2023	\$ 3,625,000.00. Applicable indexation will be applied.
2023-2024	\$ 3,625,000.00. Applicable indexation will be applied.

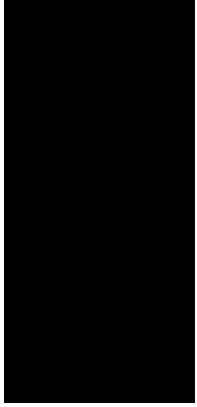
See also the Supplementary Conditions in relation to Funds held on trust.

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 contract commencement	Scheduled in line with each official DCJ quarterly payment date, i.e. 1 st working day of each quarter or prior	N/A

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



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

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

Budget

Not applicable.

(Clauses 1.1 and 9.2)

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)

TABLE 4

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

Number	Milestone	Due date
1	Participate in the rollout of PWI, including training and commencement of use i	From July 2022
2	Participate in progressive trialling and implementation of the Outcomes Framework, working towards full implementation of key program expectations:	Progressive milestones as outlined below
	<p>Where applicable:</p> <ul style="list-style-type: none"> • Participate in training on Outcomes Framework, defined program outcomes and suite of KPIs arranged for all relevant staff • Complete organisation level Outcomes Framework implementation plan • Engage in development of KPI targets and performance measures as part of the Outcomes Framework • Attend training for use of Client Outcomes Survey arranged for all relevant staff • Participate in CIMS testing of Client Outcomes Survey • Participate in CIMS realignment, testing and user training - Undertake ASES accreditation process until certificate level achieved * - Support local Premier's Priority initiatives to reduce street sleeping, where applicable - Commence using Client Outcomes Survey - Participate in refinement activities on outcomes framework, KPI's and contract management meetings (sector engagement to be managed by DCJ) - Continue ASES accreditation process until certificate level achieved, if not already achieved in Year 1* - Continue support of local Premier's Priority initiative to reduce street sleeping, where applicable 	<p>Year 1 July 2022 to 30 June 2023</p>
		<p>Year 2 1 July 2023 to 30 June 2024</p>

	- Commence using Client Outcomes Survey	
3	Maintain ASES accreditation	Year 3 – July 2024 to June 2025

District Milestones

Number	Milestones	Due Date
1	Complete restructure and recruitment of staff for the delivery of STEP B	1 August 2022
2	Participate in discussions with District Commissioning and Planning to revise and develop client data collection approaches on outcomes and performance measures. Commence data collection on outcomes using CIMS and other tools as agreed by DCJ	During the Agreement term (1 July 2022 – 30 June 2024)
3	Establish clear referral and housing pathways with District Commissioning and Planning at the commencement of the contract	1 July 2022 – 31 July 2022

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

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

Performance and Outcome Measures Payment instalments are linked to achievement of the performance and outcome measures described in the STEP Program Guidelines and reporting requirements set out below, subject to the satisfaction of Us.

(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			

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.

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.

Additional contributions

(Clause 9.8)

Refer to clause 7 of the Supplementary Conditions.

Ownership or licensing of Intellectual Property Rights

(Clauses 16.1, 16.2 and 19.4(e)(i))

Refer to clause 16 of the Agreement.

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)
Post-crisis support report	Report including information on every individual receiving post-crisis support	Monthly	Report emailed to DCJ	DCJ SSESNS district representatives
TA status report	Report updating status of all consumers in TA	Weekly	Report emailed to DCJ	DCJ SSESNS district representatives
People who have not Exited Post-crisis Support report (template provided by DCJ)	Report providing justification for people who have not exited post-crisis support and are able to self-manage their primary and mental health and/or related supports, or have been linked with other more appropriate services	Quarterly	Completed template emailed / presented at meeting with DCJ	DCJ SSESNS district representatives
Status report	Report providing overall status update on STEP B	Fortnightly	Report emailed to DCJ	DCJ SSESNS district representatives
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 Service is also required to:

- comply with the Human Services Agreement, 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 wording included in the SHS Program Specifications
- adhere to the principles and participate in the processes for accessing SHS as outlined in the SHS Program Specifications.

People Outcome Indicators

Data must be collected from Service Providers awarded program funding to demonstrate the contribution of that Service to the difference that the homelessness services program is making to peoples' lives, and to support continuous improvement of the homelessness service system.

The Service is required to report on their performance against the following set of core outcome indicators:

Outcome Indicator	KPI
Immediate	
Proportion of STEP B people:	
<ul style="list-style-type: none"> approved for post-crisis support who have been linked into required health / general networks within 1-3 months and experiencing an improved feeling of safety and wellbeing 	30% of people meeting this criteria and approved for post-crisis support. Business case to be presented to DCJ advising continued support requirements for 100% of people receiving post-crisis support
<ul style="list-style-type: none"> who have successfully exited from post-crisis support into independent living within 3 months 	15% of people approved for post-crisis support
Intermediate	
Proportion of STEP B people:	
<ul style="list-style-type: none"> approved for post-crisis support who are engaged with required health / general networks and reporting/ demonstrating improved wellbeing and reduced harm/s (if applicable) within 6-12 months 	60% of people meeting this criteria and advised by business case as requiring continued post-crisis support. Business case to be presented to DCJ advising continued supporting requirements not previously advised
<ul style="list-style-type: none"> who have successfully exited post-crisis support into independent living after 12 months 	100% of people requiring post-crisis support greater than 6 months

Program Outcomes

Program Outcome	KPI
Number of referrals to the STEP B	N/A
Number of people engaged in the STEP B	As per Section 4.1 'Number of People'
Number of new referrals allocated post-crisis support	15 every 3 months

<ul style="list-style-type: none"> Number of people registered and engaged in a case plan, including an exit strategy 	100% of people engaged in STEP
<ul style="list-style-type: none"> People satisfaction with support as measured by consumer survey 	90%
<ul style="list-style-type: none"> Number of people referred to appropriate agencies/services for specialised support 	100% of people engaged in STEP and requiring specialised support
<ul style="list-style-type: none"> Number of times people engage with support per week 	N/A
<ul style="list-style-type: none"> Fidelity of delivery – incorporation of recovery and harm reduction approach 	100% of staff trained
<ul style="list-style-type: none"> Number of staff retained after being trained in harm reduction approach; recovery approach; trauma informed care 	90%
<ul style="list-style-type: none"> Number of people experiencing repeated episodes of homelessness 	Less than 15% of people housed
<ul style="list-style-type: none"> Number of people supported who exit into independent living 	70%
<ul style="list-style-type: none"> Number of people with an overall improvement in their subjective wellbeing as measured by their personal wellbeing index 	80% of applicable people
<ul style="list-style-type: none"> Number of people who seek to enrol in education or gain employment and are supported to do so during the period of assistance 	100% of applicable people

The Service may also be required to collaborate with DCJ in the design of new outcome measures and performance indicators.

Insurance

(Clause 20.1) The Service is required to provide the following policies to DCJ as attachments prior to execution of this Agreement:

- Workers Compensation covering the full amount of the employer's liability
- Public liability insurance with a minimum cover of \$20 million per claim
- Professional indemnity insurance with a minimum cover of \$20 million per claim.

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)

(Clause 22.1(d))

Our nominated representative:

Manager Commissioning and Planning
Sydney, South Eastern Sydney and Northern Sydney District

Your nominated representative:

NSW Regional Manager – Metro 1, Neami Limited

Dispute resolution (senior representatives)

(Clause 22.1(e))

Our senior representative:

Director, Commissioning and Planning
Sydney, South Eastern Sydney and Northern Sydney District

Your senior representative:

NSW State Manager, Neami Limited

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.

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

- (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 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;

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- (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 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.
- (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
 - (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. N/A

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- | | |
|--------------|---|
| Attachment 1 | STEP Program Guidelines |
| Attachment 2 | Specialist Homelessness Services Program Specifications |
| Attachment 3 | Agreement for Funding of Services – Standard Terms |
| Attachment 4 | Workers Compensation policy |
| Attachment 5 | Public liability insurance policy |
| Attachment 6 | Professional indemnity insurance policy |
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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 10/6/2022

[#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

Judy McCormick

Print full name

10/6/2022
Date:

Signature of authorised officer

Robert McInnes

Print full name

Manager Commissioning and Planning , South Eastern Sydney and Northern Sydney District

Position of authorised officer

**Signed by [] ABN [#Insert Provider
ABN] by:**



Signature of director/company secretary

Melanie Sherrin

General Counsel and Company Secretary



Signature of director

Tom Dalton

Chief Executive Officer

Print full name

10/6/2022

Date

OR

**Signed for and on behalf of [] ABN
[#Insert Provider ABN] by its duly
authorised officer in the presence of:**

Signature of witness

Print name of witness

Date

Signature of authorised officer

Name of authorised officer

Position of authorised officer

Attachments

- Attachment 1 STEP Program Guidelines
- Attachment 2 Specialist Homelessness Services Program Specifications
- Attachment 3 Agreement for Funding of Services – Standard Terms
- Attachment 4 Workers Compensation policy
- Attachment 5 Public liability insurance policy
- Attachment 6 Professional indemnity insurance policy