



Agreement for Funding of Services

Schedule

Program: Premier's Youth Initiative

Contract ID: 1-11489244495

Contract name: Premier's Youth Initiative

Department of Communities and Justice

ABN 36 433 875 185

Samaritans Foundation Diocese of Newcastle

ABN 38 574 464 524

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
Us (Agency)	Name: Department of Communities and Justice
	ABN: 36 433 875 185
	Address: Level 5, 670 Hunter St Newcastle, NSW 2302
	Position, name and contact details of Agency representative: Commissioning and Planning Officer Michele Ireland Level 5, 670 Hunter St Newcastle, NSW 2302 T: 02 4946 3623 E: michele.ireland@dcj.nsw.gov.au
You (Provider)	Name: Samaritans Foundation Diocese of Newcastle
	ABN/ACN/ICN: 38 574 464 524
	Address: PO Box 366, Hunter Region MC, New South Wales 2310
	Position, name and contact details of Provider representative: Diocesan Chief Executive Coralie Nichols 36 Warabrook Boulevard, Warabrook 2304 T: (02) 4960 7100 E: coralienichols@newcastleanglican.org.au
Initial Term (Clauses 1.1 and 3.1)	3 years Start Date: 1 July 2021 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	Line Item Total
2021/2022	PYI (130 clients)	1	service	\$ 2,213,141 per annum	\$ 2,213,141 per annum
2022/2023					
2023/2024					

The service details are as follows:

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'	Central Coast, Cessnock, Dungog, Lake Macquarie, Maitland, Muswellbrook, Newcastle, Port Stephens, Singleton, Upper Hunter Shire

1. SERVICE REQUIREMENTS

1.1 General Requirements

The Premier's Youth Initiative Service Program Specifications (the Specifications) sets out the logic, principles, components and approaches used to guide the delivery of the Initiative services. This service is required to deliver client centred, trauma informed services based on strengths based case management approaches.

The Program Specifications will be reviewed during the term of the contract and will be subject to change, the service will be required to participate in this review.

1.2 Specific Requirements

In addition to the general requirements set out in the PYI Program Specifications, this Service is required deliver the following key responses.

1. **Personal advisor support to 130 clients** facilitate the implementation of care leaving plans, apply a mentoring/advisory approach to helping young people establish and activate pro-social support networks, set and meet personal goals and navigate service systems and situations of crisis or change, as well as administer brokerage funding to facilitate the support. Note: the Personal Advisor will be the central contact point and client pipeline for all other model elements.
2. **Education and employment mentoring to 130 clients** apply a mentoring approach aimed at improving the young person's opportunities in education and employment with specialised support
3. **Accommodation** work with the Community Housing Provider partner in the provision of accommodation services for up to **44** leases to young people accessing PYI head leased accommodation. Services are to ensure that working relationships with Community Housing Provider partners are holistic and client-centred with appropriate arrangements for sharing information and supporting client goals across service elements. Access to accommodation will be contingent on the client's engagement in all support services provided and program capacity. A particular focus will be placed on share accommodation, which will mean a larger number of clients within the program will be accommodated. This will support client capacity to live independently by supporting young people to successfully navigate share accommodation situations. Whether a lead or co-tenant model, the aim of the head-leasing arrangement is to transfer the lease to the household once the household capacity to maintain the accommodation has been established.

4. **Transitional support** (equivalent or above to the support provided by specialist homelessness services for clients in transitional accommodation) for **102** young people who receive head-leased accommodation and young people who are able to establish their own accommodation but need help to build capacity to manage a tenancy independently. Transitional support will be provided to clients through a case management approach (Note: this support should have a particular focus on share accommodation and be provided for as long as the young person requires (needs) the support to maintain the accommodation or until client exit.

All young people receiving Initiative services will receive a Personal Advisor and be offered Education and Employment mentoring. The Initiative will have a strong share-house emphasis but recognises that not all young people will be able to share accommodation.

Transitional Accommodation Support will be offered to young people participating in PYI and residing in PYI head leased or in other non-PYI accommodation. The numbers of young people receiving this support will depend upon how many young people received head-leased accommodation and program capacity to support additional numbers of young people in non-PYI accommodation.

Length of service

The supports listed above will be provided to clients for up to three years, noting that clients should not be exited into homelessness and exit planning is to be undertaken flexibly - ideally beginning at least 6 months prior to exit with the activities leading up to the exit and the timing of the actual exit tailored to client needs.

Governance, Continuous Quality Improvement

- The service will participate in governance meetings via the Central Implementation Team meeting.

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- The service will participate in their local District Implementation Team (DIT) comprised of local partner providers, the lead provider, peak bodies, people with lived experience and DCJ. The DIT meets quarterly to consider implementation issues, service user feedback reports and quarterly service data. The DIT also considers local adaptations for the service delivery within their district.
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Target Group

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

The primary target group for the Service are young people leaving Out of Home care (OOHC) who are vulnerable to homelessness upon exit from care.

The criteria for entry into the program for a young person are as follows

- 16 years and 9 months – 17 years and 6 months old
- leaving OOHC
- likely to be homeless or at risk upon leaving care (given screening for vulnerability indicators)

At least 80% of referrals are to be made on the basis of the PYI eligibility/Vulnerability Screening list generated from client data in ChildStory and provided to service providers.

PYI client service groupings

The table below outlines general service groupings of PYI clients. The types of services a client receives will depend largely upon which service group clients fall within. Ideally all PYI clients will experience each service group at some stage during their client journey.

The ages ranges presented alongside the service grouping stage are indicative only, Services should use these as a guide but tailor services appropriate to the client's stage in the client journey through PYI.

Service grouping stage	General client grouping characteristics
Program pre-engagement	<ul style="list-style-type: none">• 16 years and 9 months – 17 years and 6 months old• Leaving Out of Home care (OOHC)• Screened as likely to be homeless or at risk upon leaving care
Active PYI client	<ul style="list-style-type: none">• ~17 years and 6 months – ~20 years and 6 months• Receiving and engaged with PYI services
Exiting program	<ul style="list-style-type: none">• ~20+ years• received 2-3 years of PYI support• demonstrating capacity to live independently

Community Referrals

This service may also take up to 20% of client capacity in Community Referrals.

Community referrals will be managed at a local level between services and the district, with quarterly reporting to the Youth Homelessness team.

*To be eligible to enter PYI via a Community Referral, a young person **must satisfy at least one** of the following **five selection criteria**:*

- Be leaving OOHC and have had a new placement within the last 12 months
- Be leaving OOHC from a Residential Care setting

- Be leaving OOHC and an early school leaver (i.e. not currently attending any educational institution)
- Be leaving OOHC from an institution (including justice centre) or a refuge
- Leaving youth justice, not in OOHC and 17.5 years of age or older.

In addition to one of the above (with the exception of criteria #5), the young person must be aged between 17 years and 0 months and 17 years and 11 months.

Number of clients

	Total	Proportion of total may be taken as community referrals (20%)
Client target	130	26

Service providers will be required to remain within 10% of their client target. In the event that a service dips below 90% of target or exceeds the target by 110% for a period of three months or greater then the DCJ contract manager must be formally advised so action can be taken to address referral pathway issues. This allowance is a key performance indicator only and not to be considered an avenue for reducing contracted client numbers.

DCJ may identify additional client groups for inclusion in Community Referrals in the future. In each case, DCJ’s decision will be informed by consultation with service providers through the Central Implementation Team meeting.

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

The Premier’s Youth Initiative (PYI) aims to prevent homelessness among young people leaving care by diverting them from the homelessness service system. The Initiative has been designed to provide a combination of personal advice, education and employment mentoring, transitional accommodation support and long-term accommodation.

At times PYI will engage with clients at a point of crisis during intake. However the model is most effective in transitioning young people from Out of Home care (OOHC) to independence when initial client engagement occurs prior to clients reaching crisis.

The objectives of this model are to:

- Support the target group in the targeted locations, who are at risk of homelessness, *before* they enter crisis – enabling services to intervene early and divert them from entering the homelessness service system altogether, where possible.
- Young people in target locations will be provided a Personal Advisor with the primary goal of establishing and strengthening pro-social networks. This support will continue for the duration of the initiative, and aims to support a young person leaving OOHC to:
 - implement their leaving care plan
 - establish a life-long habit of growing and maintaining personal support networks
 - navigate mainstream and specialist services as required
 - manage crisis and change effectively.

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- Provide support to young people in the targeted locations to establish single occupant and shared accommodation via subsidised head-leased properties and other non-PYI accommodation arrangements. This objective will emphasise building capacity to establish and maintain share accommodation and enable young people to remain in locations where they have established support networks, following the exit from the program.
 - Support young people via education and employment mentoring to build their financial capacity and growth in opportunity. This support is aimed at establishing PYI clients on a life-long pathway of growth in educational and employment opportunities supportive of long-term independence and achievement of personal goals.
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Funds and payment
(Clauses 1.1 and 9.1)

Total amount of Funds: (Clauses 1.1 and 9.1(a))
\$ 6,639,424 (exclusive of GST)

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 \$ 2,213,141
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 service provider	Each official DCJ quarterly payment date	N/A

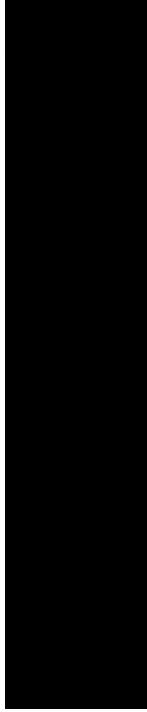
<p>\$114,192 additional one time advance payment</p>	<p>Upon execution of the Agreement by both DCJ and the service provider</p>	<p>Paid in advance 2020-21</p>	
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Total funds

	2021-22	2022-23	2023-24
Annual amount paid quarterly	\$ 2,175,077	\$ 2,175,077	\$ 2,175,077
Advance amount paid in 2020-21	\$ 38,064	\$ 38,064	\$ 38,064
Total Annual Amount	\$ 2,213,141	\$ 2,213,141	\$ 2,213,141

**Note years 2 and 3 do not have indexation incorporated into their base as indexation rates for these years are not yet known*

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
(Clauses 1.1 and 9.2)

It is expected that Service Providers will include an adequate level of funding for brokerage within the total service budget. The use of brokerage funding must be consistent with the brokerage guidelines module within the PYI Program Specifications.

This Service includes a PYI property head leasing component. The head leasing component is not included in the above funding amount and will be issued directly to the awarded Community Housing Provider (CHP) partner for continuation of current head leasing arrangements

Assets
(Clauses 1.1 and 11)

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

Other items that are N/A
Assets:
(Clause 1.1)

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

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.

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

TABLE 4

Number	Milestones	Due date
1	<p>Participation in Central Implementation Team (CIT) meeting to occur as agreed.</p> <p>The service will be required to implement practice changes as agreed through the CIT and approved by DCJ.</p>	During the Agreement term
2	<p>Participation in initiatives, to codify practice and build on PYI learnings, including:</p> <ul style="list-style-type: none"> • PYI conferences • Practice sharing workshops • PYI Specifications consultations <p>As well as other events and activities as agreed at the Central Implementation Team meeting.</p> <p>Information gathered at these events will be used to acknowledge/share good practice innovation with the view to updating the PYI program specifications and standardising good practice across PYI sites.</p>	During the Agreement term
3	<p>Good practice standards relevant to all PYI sites will be communicated via updates to the PYI program specifications following a CIT review and DCJ approval.</p> <p>The service will be required to implement practice standards outlined in updated PYI program specifications as agreed through the CIT and approved by DCJ.</p>	During the Agreement term
4	<p>Participation and contribution of relevant data and advice for the purpose of further evaluating the effectiveness of the PYI program.</p>	During the Agreement term
5	<p>Participation in the review of the PYI Program Specifications.</p>	During Agreement term

Notified Policies The policies, guidelines and codes stated in the Program Specifications (if any).

(Clauses 1.1 and 5.2(b))

Standards The standards stated in the Program Specifications (if any).

(Clauses 1.1 and 5.2(c))

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

(Clauses 1.1 and 5.3)

Subcontracting "Where delivery of this Service includes subcontracting arrangements, these arrangements are set out in the table below.
*Note: relating to **service delivery** only, i.e. not for delivery of IT support, office supplies or cleaning, etc.*

(Clauses 1.1 and 6.3)

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

- A signed copy of subcontractor written agreements for all subcontractor arrangements shown above are to be forwarded to DCJ upon signing. They will be annexed to this Agreement as Attachment 4.
 - The above details may be reviewed during the term of this Agreement.
- DCJ's definition of subcontracting and other joint working arrangements is included in Section 6.3 of the Agreement for Funding of Services Standard Terms, including DCJ's role in relation to those arrangements"

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

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

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

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

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

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

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.

TABLE 5

Reporting requirements
(Clause 19.4(a)(i))

Report name	Content of report / report requirements	Frequency of report	Form and method of delivery of report	Details of recipient (name, title and email address)
Central Implementation Team (CIT) data reports	Data pertaining to the delivery of PYI and client demographics. As agreed at the CIT.	Quarterly	PYI Implementation Dashboards	PYI Program Officer and Youth.Homelessness@dcj.nsw.gov.au
Client Satisfaction Survey	Confidential client feedback on the quality of services received.	Quarterly	CIT meeting Client survey report	Survey to be administered by the Youth homelessness Team via an online survey platform. Links are to be distributed by services to all active clients.

Insurance

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

Acknowledgment and publicity
(Clause 21.1)

None stated

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

Our nominated representative: Manager Commissioning and Planning
Andrew Hunter
Hunter & Central Coast District

Your nominated representative: Community Services Manager
Simon Shields

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

Our senior representative: Director Commissioning & Planning
Susan Mullard
Hunter & Central Coast District

Your senior representative: Executive Director of Education and Child Development.
Liz Knight

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 (if any) is attached to the Agreement as Attachment 1.
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3. Option to extend

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

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

4. Program Specifications

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

5. Accounts and records

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

6. Funds held on trust

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

7. Additional funds

- (a) You agree to provide details of any additional monetary contributions by another agency or authority relating to the provision of the specific services funded within this contract. This includes the following:
 - (i) the funding amount
 - (ii) the agency providing the funding
 - (iii) the outputs and outcomes attributed to the funding

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- (b) We reserve the right to discuss with You the potential impact any such funds may have on services funded by Us.

8. Asset Register

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

9. Termination without fault

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

10. Privacy Legislation

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

11. Records

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

12. Reporting

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

Organisational level

- (a) Subject to paragraph 12(d), if You are required by law to prepare audited financial statements, then You agree to provide Us with copies of such audited financial statements, within 4 months of the end of each Financial Year during the Term.
- (b) Any audited financial statement provided to Us must be accompanied by an audit certificate signed by an auditor who is a member of a professional accounting or auditing body that meets the Accounting Standards. The auditor must be independent of You and must not have any financial interest in You. The audit certificate must include a statement that the audit has been

completed in accordance with all applicable Accounting and Auditing Standards.

- (c) Subject to paragraph 12(d), if You are not required by law to prepare audited financial statements, then You agree to provide Us with the following financial statements, within 4 months of the end of each Financial Year during the Term:
 - (i) Statement of profit and loss and other comprehensive income;
 - (ii) Statement of financial position;
 - (iii) Statement of changes in equity;
 - (iv) Statement of cash flow;
 - (v) Notes to the financial statements;
 - (vi) A signed and dated Responsible Persons' declaration about the statements and notes;
 - (vii) A compilation report.
- (d) You are not required to comply with paragraphs 12(a) or 12(c) if You are a local council, university or other body established under NSW legislation.
- (e) You agree to include in the audited financial statement any additional Funding provided by Us to You (outside of the Agreement), within 4 months of the end of each Financial Year during the Term.

Services

- (f) In relation to the Services, You agree to provide a detailed income and expenditure statement:
 - (i) for Funds under the Agreement valued at above \$25,000 (excl GST);
 - (ii) to include any additional funds provided by Us;
 - (iii) within 4 months of the end of each Financial Year during the Term;
 - (iv) at expiry and/or termination; or
 - (v) upon request.
- (g) In relation to the Services, You agree to provide a certificate in relation to the expenditure of all Funds under the Agreement:
 - (i) certifying that the Funds have been properly spent, in accordance with the requirements of the Agreement;
 - (ii) signed by 2 members of Your board of management; and
 - (iii) within 4 months of the end of each Financial Year during the Term.

13. Data sharing

You agree that we may share any and all data, information and documents arising under or in connection with the Agreement in

accordance with the rights and responsibilities afforded to Us pursuant to the *Data Sharing (Government Sector) Act 2015 (NSW)*.

14. Research, evaluation and data collection

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

15. Reasonable access

You agree to:

- (a) provide the Services in a way which provides reasonable access to all persons in the Target Group (or if there is no Target Group, to all persons) regardless of race, gender, age, pregnancy, marital status, disability, sexual preference, religion, cultural background, transgender or health status. You acknowledge and agree that the provision of reasonable access may require the use of interpreters and translators for clients from diverse linguistic and cultural backgrounds; and
- (b) take reasonable action to ensure that any usual places at which the Services will be provided are physically accessible to people with disabilities, having regard to the circumstances of a particular case, including:
 - (i) the needs of the client;
 - (ii) the consequences for the client of exclusion from Services;
 - (iii) Your financial circumstances; and
 - (iv) the estimated cost of accessibility.

16. Audits

- (a) Clause 15.2(b) of the Agreement does not apply.

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- (b) In respect of any access referred to in clause 15.2(a) of the Agreement, We agree to, where practicable, endeavour to provide:
 - (i) if We wish to attend your premises or the premises where the Services are or were provided – at least 48 hours prior notice to You;
 - (ii) if We wish to attend a client's or carer's private home, (and must only attend the client's or carer's private home with that client's or carer's permission) – at least 14 days prior notice to the client or carer;
 - (iii) if we wish to review, audit, or investigate Your performance under the Agreement – at least ten Business Days to You; and
 - (iv) any other circumstances – reasonable prior notice in the circumstances to You.
 - (c) If We wish to review, audit, or investigate Your performance under the Agreement, We agree to also endeavour to provide You with:
 - (i) written terms of reference for the audit;
 - (ii) instructions about Your obligations during the audit;
 - (iii) a copy of any reporting arising from the audit; and
 - (iv) an opportunity to respond to any audit report.
 - (d) Without limiting anything else in the Agreement, if We hold serious concerns about the provision of the Services, We reserve the right to, with the approval of Our relevant senior executive officer, attend premises or inspect records or documents without prior notice to You. We agree to, where practicable, endeavour to provide reasons upon attending the premises or inspecting the records or documents.

17. Cooperation and assistance

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

18. Notice sent to the DCJ contract management portal

- (a) Unless stated otherwise in this Agreement and subject to clause 23, a notice, request or other communication given under this Agreement may be sent by either party via the Department's contract management portal that has provisions for these notices, requests or other communication to be sent and received;
- (b) A notice, request or other communication sent by means of the contract management portal must be signed by a duly authorised representative of the sending party;
- (c) Without limiting the means by which the sending party may be able to prove that a notice, request or other communication has been received by the other party, it will be deemed to have been received:
 - (i) when the sender receives an automated message confirming delivery (and retains proof of receipt) or
 - (ii) 30 minutes after the time sent (as recorded on the portal from which the sender sent the message) unless the sender

received an automated message that the message has not been delivered (and retains proof of such receipt)

whichever happens first.

- (d) All electronic notices must comply with the *Electronic Transactions Act 2000 (NSW)*.

19. Additional Supplementary Conditions
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>.

Partnership arrangements with Community Housing Providers for the delivery of PYI accommodation

- (a) The service provider will be required to have a working partnership relationship with a Community Housing Provider for the successful execution of this contract
- (b) The service provider must evidence the partnership arrangement with the Community Housing Provider in a written agreement, signed by the relevant delegated authority of both the Service Provider and the Community Housing Provider. A copy of this agreement must be provided to the Department of Communities and Justice prior to the execution of this contract.
- (c) It is a condition of this contract to establish and maintain a working relationship with a Community Housing Provider. Failure to maintain a relationship for the term of the contract may result in a breach of this contract and potential termination.

Attachment 1 – Program Specifications

Attachment 2 – Participation Agreement

Attachment 3 – PYI Dashboard template

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

24 June 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

Vanessa Bailey

Print full name

24 June 2021

Date:



Signature of authorised officer

ANDREW HUNTER
MANAGER
Commissioning & Planning Hunter

Print full name

Position of authorised officer

#Note: Select execution clause that is appropriate to the Provider's structure and proposed method of execution and delete the execution clause that does not apply

Signed by **Samaritans Foundation Diocese of Newcastle, ABN 38574464524** by:

Signature of director/company secretary

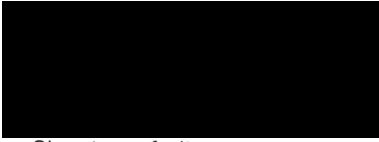
Print full name

Date
OR

Signature of director

Print full name

Signed for and on behalf of **Samaritans Foundation Diocese of Newcastle**, ABN 38574464524 by its duly authorised officer in the presence of:



Signature of witness



Signature of authorised officer

Mychelle Gumbleton

Print name of witness

Coralie Nichols

Name of authorised officer

22/06/2021

Date

Diocesan Chief Executive

Position of authorised officer

Samaritans Foundation
Diocese of Newcastle
ABN 38574464524

Attachment 1 | [#Eg Program Specifications]

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

[Attachment 1 – Program Specifications

Attachment 2 – Participation Agreement

Attachment 3 – PYI Dashboard template]

