



# Agreement for Funding of Services

## Schedule

Program: Specialist Homelessness Services (SHS)

Contract ID: 1-11488755605

Contract name: Inner City Service for Women With Complex Needs (HNSW.13.56.10-16)

**Department of Communities and Justice**

ABN 36 433 875 185

**B Miles Women's Foundation Inc**

ABN 31 323 982 619

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

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

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

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

Details	Description	
<b>Us (Agency)</b>	Name:	Department of Communities and Justice
	ABN:	36 433 875 185
	Address:	Level 4, 219-241 Cleveland Street, Strawberry Hills, NSW 2012
	Position, name and contact details of Agency representative:	Timothy Counter Commissioning and Planning Officer Department of Communities and Justice T: 02 8303 6309 E: timothy.counter@dcj.nsw.gov.au W: www.dcj.nsw.gov.au
<b>You (Provider)</b>	Name:	B Miles Women's Foundation Inc
	ABN/ACN/ICN:	31 323 982 619
	Address:	Level 5, 203-233 New South Head Rd, Edgecliff, NSW 2027
	Position, name and contact details of Provider representative:	Kate Timmins Chief Executive Officer T: 02 9360 4881 M: 0412 917 848 E: kate@bmiles.org.au W: www.bmiles.org.au

Details	Description
<b>Initial Term</b> (Clauses 1.1 and 3.1)	3 years Start Date: 1 July 2021 End Date: 30 June 2024
<b>Extension period</b> (Clause 3.2)	Not applicable

**Services**

(Clauses 1.1 and 5)

**TABLE 1**

Financial Year	Service level	Maximum quantity	Unit measure	Unit price	Line Item Total
2021-2022	Provision of services supporting people experiencing or at risk of homelessness	1	Service	\$1,847,245.99 ♦	\$1,847,245.99 ♦
2022-2023 2023-2024	Provision of services supporting people experiencing or at risk of homelessness	1	Service	\$1,934,354.01 per annum*	\$1,934,354.01 per annum*

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

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

**TABLE 2**

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

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

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

## **1. SERVICE REQUIREMENTS**

### **1.1 General Requirements**

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

### **1.2 Specific Requirements**

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

This Service will deliver early intervention, case management, outreach, accommodation and post crisis supports to women with complex needs who are experiencing homelessness or at risk of becoming homeless and who require specialised responses due to a range of circumstances or issues including but not limited to:

- mental ill health
- women who have been impacted by substance dependency
- women impacted by exiting correctional facilities or inpatient mental health units

#### **Prevention and Early Intervention**

Working collaboratively with housing providers, other organisations and individual women to assist and prevent an episode of homelessness occurring. This may include providing; assessment, support, case management, case coordination (including other services such as Health providers), referrals, psycho-social education, brokerage and other responses that may be required to prevent an episode of homelessness.

This service will provide outreach support to women directly in the community or as agreed in the case plan. Outreach may include; visits to correctional centres, mental health inpatient facilities, and detox centres.

A range of accommodation options are provided under this agreement, including

- crisis accommodation that may be provided in either a capital government owned property, or hotel style accommodation
- transitional housing: temporary medium-term accommodation in properties that may be either subleased through partnership arrangements with community housing providers, or provided in capital government owned properties.

### **Post Crisis Support**

Post crisis support is provided for a period of twelve weeks and can be extended if necessary and service capacity permits.

### **Service Integration and Networks**

This Service will be a multi-disciplinary model and have the capacity to support women with complex and/or multiple issues.

The Service will work with its existing networks and organisations as well as participate in local forums and community consultations as required. This work may include attendance at various sector forums and interagencies.

The Service will work collaboratively with other women's services, SHS providers and mainstream services outside of the inner city to facilitate access for clients who may relocate into other locations. Collaboration efforts will also require the Service to share its experience and specialised skills for specific client groups with those SHS located outside of the inner city in order to strengthen specialised approaches across metropolitan Sydney. This Service will contribute to the reduction in inner city drift whereby clients currently access services in the inner city in order to receive a specialised approach.

This Service will respond to Aboriginal clients.

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 Provider must have robust assessment processes to determine the most appropriate service response whereby clients' safety is paramount.

## **2. GEOGRAPHIC COVERAGE**

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

SHS	Sydney, Randwick, Woollahra, Waverley, Bayside and Inner West Local Government Area (LGA)
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This Service will operate across geographic boundaries to proactively build relationships with service providers in Sydney and South Eastern Sydney districts as well as with other districts to ensure a client is adequately supported when relocated or returning to their community of origin.

This Service will deliver a model that is aligned with the services in Sydney and South Eastern Sydney districts.

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.

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### **3. GOVERNMENT PROPERTIES**

This Service is associated with properties described in Attachment 2 – Property Details. These properties are NSW Government owned and/or leased on the private market using a subsidy funded by the NSW Government.

Support provided by the Service under this Agreement is not limited to accommodation being provided to clients in the properties listed at Attachment 2. The Service is also 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.

Attachment 2 also identifies where the Service is responsible for the provision of either ‘Support’ or ‘Property and Support’ for listed Government properties, and provides further information about these two categories.

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

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

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

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

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**Target Group**

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

Priority client groups for this Service are:

Women who are experiencing homelessness or at risk of becoming homeless with complex needs, including but not limited to:

- Women with mental ill health
- Women who have been impacted by substance dependency
- Women exiting correctional facilities or health institutions

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

- Aboriginal women
- Women from culturally and linguistically diverse backgrounds.

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

**Number of Clients**

This Service has a minimum client target number of **340** clients per annum. The minimum estimated number of SHS clients in each demographic group covered by this Service is set out in the table below:

Description	Client Group	Sub Total
<b>People experiencing homelessness</b>	Young People	0
	Men	0
	Women	244
	Families	0
<b>Sub Total</b>		<b>244</b>
<b>People at risk of homelessness</b>	Young People	0
	Men	0
	Women	96
	Families	0
<b>Sub Total</b>		<b>96</b>
<b>TOTAL</b>		<b>340</b>

**Objectives**

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

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

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.



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

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

\$5,715,954.01 (exclusive of GST). Applicable Indexation will be applied.  
ERO\* will be applied in 2021-22, where applicable. From 2022-23 ERO\*, where applicable, is built into base funding.  
*\* ERO for 2021-22 and incorporated into baseline funding from 2022-23 represents the funding allocation for specialist homelessness services that is available to DCJ at this time.*

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

The amount of Funds to be paid for each Financial Year of the Term is as follows:  
2021-2022 \$1,847,245.99. Applicable Indexation, and ERO\* where applicable, will be applied.  
2022-2023 \$1,934,354.01. Applicable indexation will be applied.  
2023-2024 \$1,934,354.01. Applicable indexation will be applied.  
See also the Supplementary Conditions in relation to Funds held on trust.  
A portion of the Funds will be paid to You at quarterly intervals, unless otherwise agreed in writing.

**Table 3**

Instalment	Payment trigger	Date for payment	Supporting documentation for payment claim
A portion of the funds will be paid to You each quarter.	Upon execution of the Agreement by both DCJ and the Provider, and Agreement commencement	Scheduled in line with each official DCJ quarterly payment date, i.e. 1 <sup>st</sup> working day of each quarter or prior	N/A

Your bank account details:



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

**Assets**

(Clauses 1.1 and 11)

Asset threshold value:

\$2,000 (exclusive of GST)

(Clause 1.1)

Other items that are Assets:

Not applicable

(Clause 1.1)

Asset obligations:

Nothing stated

(Clause 11.1(a)(i))

Owner of assets:

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

(Clause 11.2)



	<ul style="list-style-type: none"> <li>- Participate in refinement activities on outcomes framework, KPIs and contract management meetings (sector engagement to be managed by DCJ)</li> <li>- Continue ASES accreditation process until certificate level achieved, if not already achieved in Years 1 or 2*</li> <li>- Continue support of local Premier's Priority initiatives to reduce street sleeping, where applicable</li> </ul>	
3	<p>Participate in local planning, and discussions informing and negotiating proposed service change to individual service models, based on emerging/local need and evidence</p> <ul style="list-style-type: none"> <li>- Testing and determining key data for supporting identification of unmet/emerging need and realignment of services to address 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

#### ASES Accreditation\*

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

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

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

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

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

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

(Clauses 1.1 and 5.2(b))

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

(Clauses 1.1 and 5.2(c))

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

(Clauses 1.1 and 5.3)

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

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

(Clauses 1.1 and 6.3)

Organisation Name	Financial/Non-Financial	\$	Role of Organisation
Detour House	Financial	\$267,148	Contracted agency to provide residential rehabilitation services and support to women who are experiencing or at risk of experiencing homelessness due to drug and / or alcohol dependence.
Community Restorative Centre	Financial	\$256,878	Contracted agency to provide accommodation and outreach services to women who are experiencing or at risk of experiencing homelessness who are impacted by the criminal justice system.

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

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**Additional circumstances requiring notification as soon as reasonably practicable**

(Clause 8.1)

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

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

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**Additional circumstances requiring immediate notification**

(Clause 8.2(e))

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

- (d) change to legal status;
- (e) change of ABN; and
- (f) new ACN.

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**Additional contributions**

(Clause 9.8)

Refer to clause 7 of the Supplementary Conditions.

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**Ownership or licensing of Intellectual Property Rights**

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

Refer to clause 16 of the Agreement.

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## Reporting requirements

(Clause 19.4(a)(i))

**TABLE 5**

Report name	Content of report / report requirements	Frequency of report	Form and method of delivery of report	Details of recipient (name, title and email address)
Specialist Homelessness Services Data Collection	Complete data collection in accordance with the requirements of the Australian Institute of Health and Welfare (AIHW)	Monthly	Electronic submission to AIHW through the AIHW Validata portal*	AIHW / DCJ

The Provider of this Service is required to:

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

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

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

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

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### **Client Outcome Indicators**

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

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

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

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

### **The SHS Outcomes Framework**

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

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

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

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**Insurance**

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

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

(Clause 21.1)

**Dispute resolution (nominated representatives)**

(Clause 22.1(d))

Our nominated representative:

Joyce Cambell  
 Manager, Commissioning and Planning  
 Sydney, South Eastern Sydney and Northern Sydney District  
 Joyce.Campbell@dcj.nsw.gov.au

Your nominated representative:

Renee Bianchi  
 Secretary  
 renee.bianchi@stjames.net.au

**Dispute resolution (senior representatives)**

(Clause 22.1(e))

Our senior representative:

Penny Church  
 Director, Commissioning and Planning  
 Sydney, South Eastern Sydney and Northern Sydney District  
 DirectorCommissioning&PlanningSSESNS@dcj.nsw.gov.au

Your senior representative:

Robyn Fortescue  
 Chairperson  
 robyn.fortescue@amwu.org.au

**1. Effect of Supplementary Conditions**

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**Supplementary Conditions**

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

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**

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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.

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## 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

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(v) upon request.

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

### **13. Data sharing**

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

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

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

### **15. Reasonable access**

You agree to:

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

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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**

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- (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. 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

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Agency will invite to take on the leasing or funding management responsibility of the properties.

- (c) Where a property portfolio has been linked to the provision of support, it is described in Attachment 2 of the Agreement for Funding of Services - Schedule.
- (d) For a Provider who has been allocated the management responsibility of government funded community housing capital and/or leasehold properties, the Provider will enter into a separate Community Housing Assistance Agreement with the Housing Agency for the management of the relevant community housing property portfolio. Where there is any conflict between this document and the Community Housing Assistance Agreement in relation to the management of the property portfolio, the Community Housing Assistance Agreement will prevail.
- (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

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right (acting reasonably) to terminate this Agreement for Funding of Services - Schedule within the duration of this Agreement, after good faith discussions with the Provider.

- (f) Where a Provider seeks to add a new subcontract to the Agreement for Funding of Services – Schedule for delivery of any part or all of the services under that Agreement, written consent must first be obtained from DCJ to do so, as per Clause 6.3 of the Agreement for Funding of Services – Standard Terms.
- (g) Where a Provider seeks to end a subcontracting arrangement with a contracted subcontractor, the Provider must be able to present an evidence-based case to DCJ demonstrating they will be able to continue to deliver the contracted service in its entirety without the subcontracting arrangement being proposed for cessation.

## **22. Co-contributions**

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

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

- (a) During the term of this Agreement all Providers will be required to work towards progressive achievement of three key expectations, being implemented in SHS to achieve a stronger focus on client outcomes and improved service quality.
- (b) The three key expectations, which sit alongside the SHS program objectives and practice principles and are further outlined in the SHS Program Specifications, are:
  - Progress towards gaining ASES accreditation by 30 June 2024
  - Progress towards collecting data for effective measuring, monitoring and reporting on client outcomes

- 
- Contribution to the Premier's Priority to halve street homelessness by 2025 (where applicable to the service package).
- (c) Deliverables included in Milestone 2 of Table 4 of the Agreement for Funding of Services – Schedule 'Milestones' section will help guide service delivery towards progressive achievement of the above three key program expectations.

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

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

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

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

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

**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

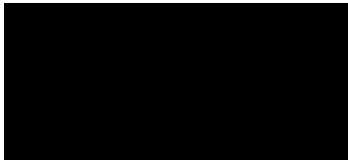
The parties agree that by signing this document they enter into an Agreement comprising of the following documents (in the order of precedence described in clause 2.1 of the Agreement):

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

25/6/2021

Executed as an agreement on \_\_\_\_\_

**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

Timothy Counter

\_\_\_\_\_  
Print full name

25/6/2021

\_\_\_\_\_  
Date:

Joyce Campbell

\_\_\_\_\_  
Print full name

Manager, Commissioning and Planning

\_\_\_\_\_  
Position of authorised officer

**Signed by B Miles Women's Foundation  
Inc**

ABN 31 323 982 619 by:



Signature of director/company secretary

Brendan Dunne

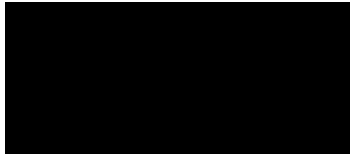
Print full name

25/6/2021

Date

OR

**Signed** for and on behalf of B Miles  
Women's Foundation Inc ABN 31 323 982  
619 by its duly authorised officer in the  
presence of:



Signature of director

Renee Bianchi

Print full name

25/6/2021

Signature of witness

Print name of witness

Date

Signature of authorised officer

Name of authorised officer

Position of authorised officer

## **Attachments**

Attachment 1 Specialist Homelessness Services Program Specifications

Attachment 2 Property Details

Attachment 3 Co-Contributions Schedule





# Specialist Homelessness Services Program Specifications

Version January 2021



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# 1. Purpose

The Specialist Homelessness Services (SHS) program is the primary NSW Government response to homelessness. The SHS sector is a vital part of the broader service system that is working towards ending homelessness.

SHS providers' support people who are experiencing, or who are at risk of homelessness through early intervention, crisis and transitional support and post crisis support services.

The SHS program's primary objective is to ensure people who are experiencing homelessness, or who are at risk of homelessness are supported to achieve safe and stable housing in the community.

Where possible, people receiving a service from a specialist homelessness service are:

- Identified and supported to remain safely in their existing housing, or to secure stable housing, which is affordable for the person
- Provided with safe and secure accommodation and supported to access stable housing, which is affordable for the person
- Re-housed after experiencing homelessness and supported across the broader service system to stay housed
- Supported to access mainstream and specialist services
- Supported to connect with community and family

## 1.1 Purpose of this document

The Program Specification forms part of the Human Services Agreement (HSA), which is customised to each providers' scope and intent. The HSA is comprised of the Standard Terms and Schedule. The HSA contains specific information for each SHS provider including target client groups, properties, geographic coverage and other aspects of program delivery that may be location specific.

The Program Specifications apply to services funded by the Department of Communities and Justice (DCJ) including:

- Specialist Homelessness Services (SHS) program
- Inner City Restoration Fund (ICR)
- Homeless Youth Assistance Program (HYAP)
- Service Support Fund (SSF)
- Domestic Violence Response Enhancement (DVRE)
- Youth Crisis Accommodation Enhancement (YCAE)

The Program Specification includes the:

- Legislative Framework and Policy Context
- Program Objectives and Principles
- Program Description including eligibility, support services, accommodation and delivery models
- Program monitoring, contract management and governance
- Reporting requirements, SHS Outcomes Framework

Note: The Program Specifications presents the scope of service delivery. Individual providers are not expected to offer every service contained within the Program Specifications, but should be able to recognise their service within the overall program description.

The Program Specification supersedes the Specialist Homelessness Services Program Guidelines released in June 2014 and the Specialist Homelessness Services Practice Guidelines released in

November 2014, as part of Going Home Staying Home reforms. SHS providers are required to comply with the current version of the Program Specifications.

The Program Specifications may be updated or amended by DCJ during the contract term, this will be in response to continuous program improvement or where further program clarity is required. The HSA makes allowances for this under Clause 4 of the Supplementary Conditions. Changes to the Program Specifications will be made in consultation with the sector.

## 2. Legislative Framework

### 2.1 Community Welfare Act 1987 (NSW)

The primary legislation that underpins DCJ provision of funding to non-government organisations is the *Community Welfare Act 1987*<sup>1</sup> and associated regulations, which seek to protect and improve the wellbeing of the people of NSW. The *Community Welfare Act 1987* and associated regulations, which seek to protect and improve the wellbeing of the people of NSW.

### 2.2 Public Finance & Audit Act 1983, Personal Information Protection Act 1998

All funded services must comply with all relevant provisions in the *Public Finance & Audit Act 1983*<sup>2</sup> and *Privacy and Personal Information Protection Act 1998*<sup>3</sup>.

### 2.3 Human Services Agreement (HSA)

The NSW Human Services Agreement (HSA) Standard Terms and the Agreement for Funding of Services Schedule outlines each service provider's obligations, including the requirement that services are provided in accordance with all applicable laws, standards and policies and accreditation requirements.

### 2.4 Funding arrangements

The Australian Government is an ongoing partner in the NSW Government's response to homelessness and provides a co-contribution to the SHS Program.

The primary source of funding for the housing and homelessness sector occurs under the bilateral [\*National Housing and Homelessness Agreement \(NHHA\), 2018\*](#). The NHHA was created subject to the provisions of the *Federal Financial Relations Act 2009*<sup>4</sup> (the FFR Act) and the Intergovernmental Agreement on Federal Financial Relations<sup>5</sup> (IGA FFR).

The FFR Act establishes a framework for Commonwealth payments to support States' delivery of programs, services and reforms with respect to housing, homelessness and housing affordability matters including certain legislative conditions to receive Commonwealth funding.<sup>6</sup>

<sup>1</sup> *Community Welfare Act 1987* - <https://www.legislation.nsw.gov.au/view/whole/html/inforce/current/act-1987-052>

<sup>2</sup> *Public Finance & Audit Act 1983* - <https://www.legislation.nsw.gov.au/view/html/inforce/current/act-1983-152>

<sup>3</sup> *Privacy and Personal Information Protection Act 1998* - <https://www.legislation.nsw.gov.au/view/html/inforce/current/act-1998-133>

<sup>4</sup> *Federal Financial Relations Act 2009* - <https://www.legislation.gov.au/Details/C2018C00482>

<sup>5</sup> Intergovernmental Agreement on Federal Financial Relations - [http://www.federalfinancialrelations.gov.au/content/intergovernmental\\_agreements.aspx](http://www.federalfinancialrelations.gov.au/content/intergovernmental_agreements.aspx)

<sup>6</sup> Historically the SHS Program was called the Supported Accommodation Assistance Program (SAAP), which was established in 1985 under the *Supported Accommodation Assistance Act 1994* and the *SAAP V Multilateral Agreement*. The *SAAP V Multilateral Agreement* ended on 31 December 2008 and the National Affordable Housing Agreement (NAHA) commenced on 1 January 2009. The *Supported Accommodation Assistance Act 1994* is still in force.

The States report annually against the agreed outputs during the operation of this Agreement (as set out in section 11.1. National Data Collection).

## 2.5 Community Housing Providers - regulation relating to property and leases

Community Housing Providers (CHPs) are involved in the specialist homelessness services sector. Some CHPs are also providers of specialist homelessness services, and other CHPs work in partnership with specialist homelessness service providers.

The Registrar of Community Housing administers the regulatory system for Community Housing Providers. CHPs must be a Registered Community Housing Provider within the meaning of the *Community Housing Providers (Adoption of National Law) Act 2012 (NSW)*<sup>7</sup> to receive community housing assistance.

There are different arrangements that a registered CHP may have, which include:

- Owning properties
- Leasing NSW Government properties
- Receive funding from DCJ to lease properties in the private rental market.

CHPs will sign separate contracts that support the SHS Program, for example:

- A contract with DCJ for a Community Housing Assistance Agreement (CHAA) for the funding of private leasehold properties
- A contract with NSW Land and Housing Corporation (LAHC) to lease capital properties

The *Housing Act 2001*<sup>8</sup> provides the legislative basis for DCJ and LAHC to enter into contractual agreements with CHP's to:

- Establish a legal basis for issuing funding and/or properties to providers
- Set standards and targets for providers to ensure accountability and
- Provide a basis for monitoring compliance with those standards and targets.

There may be some properties that are not currently on a CHAA, this may be the result of historical leases, which are yet to transition to a CHAA. DCJ and LAHC will work with these providers over time to adjust leasing arrangements.

CHPs that manage leases and/or have leasehold funding for properties used on behalf of a specialist homelessness service provider must comply with all regulatory and contractual requirements for property, tenancy and lease management.

Property management may include:

- Responsive and planned maintenance and
- Property outgoings such as the payment of council rates, water charges and insurances.

Tenancy management responsibilities may include:

- Rent collection
- Resolution of complaints and disputes and
- Establishing and maintaining partnerships with support partners and/or housing providers

For more information see Section 12.5.

<sup>7</sup> *Community Housing Providers (Adoption of National Law) Act 2012 (NSW)*  
[http://www.nrsch.gov.au/data/assets/file/0010/284347/National\\_Law.pdf](http://www.nrsch.gov.au/data/assets/file/0010/284347/National_Law.pdf)

<sup>8</sup> *Housing Act 2001* - [http://www5.austlii.edu.au/au/legis/nsw/consol\\_act/ha2001107/](http://www5.austlii.edu.au/au/legis/nsw/consol_act/ha2001107/)

## 3. Policy Context

### 3.1 NSW Homelessness Strategy 2018-2023

The NSW Homelessness Strategy 2018-2023<sup>9</sup> sets out the NSW Government's plan for a comprehensive approach to prevent and improve the way we respond to homelessness. It is a framework for action that enables government agencies, the non-government sector, and the community to collaborate and act to reduce the impact of homelessness on individuals and improve outcomes for people and families.

The Strategy recognises that homelessness is not just a housing problem. A person's pathway into homelessness is driven by the intersection of structural drivers, risk factors, and protective factors:

- **Structural drivers:** The structural drivers for homelessness include housing affordability, labour market forces, a reliance on income support, and intergenerational poverty.
- **Risk factors:** Individual risk factors include unemployment, financial stress, family breakdown, domestic and family violence, trauma, poor mental health, drug or alcohol dependence and a history of contact with state institutions.
- **Protective factors:** Protective factors include employment, financial security, involvement in school or community, healthy family relationships, and access to an integration of services.

The Strategy prioritises more effective responses and services for people who are experiencing homelessness. And, importantly, it emphasises people over process – helping to build a system that is integrated and coordinated so that the person is at the centre of the response.

The Strategy has three areas of focus:

Focus 1:	Focus 2:	Focus 3:
•Prevention and early intervention	•Better access to support and services	•An integrated, person-centred system

The Homelessness Strategy is part of a broader reform agenda to deliver better services, protect vulnerable people and improve social and economic outcomes for the people of NSW. It builds on the reforms being delivered under the *Future Directions for Social Housing in NSW* strategy.

Reforms to both the homelessness system and social housing system aim to increase the supply of social and affordable housing in NSW, improve access to services, and provide a wide range of supports that prevent crisis.

The DCJ funded Homelessness programs is also a part of the NSW Homelessness Strategy to respond to people who are experiencing or are at risk of homelessness.

<sup>9</sup> NSW Homelessness Strategy - [https://www.facs.nsw.gov.au/data/assets/pdf\\_file/0007/590515/NSW-Homelessness-Strategy-2018-2023.pdf](https://www.facs.nsw.gov.au/data/assets/pdf_file/0007/590515/NSW-Homelessness-Strategy-2018-2023.pdf)

## 3.2 Human Services Outcomes Framework

DCJ applies the [NSW Human Services Outcomes Framework](#) to funded programs. It aims to ensure that all children, young people, families and communities:

- Have a safe and affordable place to live
- Live a healthy life
- Learn, contribute and achieve
- Contribute to and benefit from our economy
- Are safe in their homes and communities
- Participate and feel culturally and socially connected
- Contribute to decision making that affects them.

The SHS Outcomes Framework is mapped to the Human Services Outcomes Framework. The program is shifting away from its previous focus on measuring outputs, to also measuring outcomes for people. An outcomes-focused approach means that we can track a person's outcomes across services, sectors and districts. It builds a link between evidence, our programs, and our performance. Ultimately, it can influence more effective outcomes for people through better informed program design and service delivery.

## 3.3 Aboriginal homelessness

DCJ has a broad strategic commitment to:

- Growing and strengthening the capacity of the Aboriginal NGO sector
- Increasing the cultural competence of its staff and all service providers to work with Aboriginal people, families and communities
- Increasing the employment of Aboriginal people in the provision of services to Aboriginal and non-Aboriginal clients and
- Improving outcomes for Aboriginal people who access DCJ funded services.

This commitment applies to all funded program areas, including the SHS Program. All SHS providers must demonstrate support for the DCJ strategic commitments to Aboriginal people, through how their SHS services are managed and delivered.

On Census night in 2016, Aboriginal people in NSW represented 3.5% of the NSW population and 7.3% of the homeless population. Further, in 2019/20, 30% of people accessing Specialist Homelessness Services were Aboriginal.<sup>10</sup>

### 3.3.1 Improving SHS services by and for Aboriginal people

DCJ is committed to engaging with Aboriginal stakeholders in the processes of refining what strategies and actions are put in place moving forward. DCJ is working to develop an Aboriginal SHS Sector Development Strategy, which will be developed by Aboriginal people for Aboriginal people.

In this contract term, as an immediate priority, DCJ commits to:

- Providing opportunities for all SHS providers to negotiate service targets for Aboriginal people and minimum targets for Aboriginal staff
- The inclusion in the Program Specifications that non-Aboriginal providers have linkages and working relationships with Aboriginal services in the local area to improve their cultural competency

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<sup>10</sup> AIHW (2020c) Fact Sheet: Specialist homelessness services 2019-20 NSW: Specialist homelessness services annual report 2019-20 - <https://www.aihw.gov.au/getmedia/c1ce917d-9812-459d-967d-0d2a027f70c0/aihw-hou-322-nsw-factsheet.pdf.aspx>



DCJ will also look closely at the interconnections between this work and ASES standards. For example, Reconciliation Actions Plans, relevant Aboriginal cultural competency on governing boards, and Aboriginal stakeholder involvement in strategic planning, are all expectations under ASES that will improve services by and for Aboriginal people.

### 3.4 Recommissioning

The NSW Government announced its intention to progressively commission homelessness services for outcomes in November 2015. SHS services were extended from 2017 to 2021 with the intention of embedding outcomes and quality into future contracting requirements.

During the next contract term, DCJ will continue working with the SHS sector to create a service system in which service providers can focus on what they do best – working with people to maximise their ability to achieve housing, safety and wellbeing outcomes.

The objectives of recommissioning are to ensure that:

- The sector has a quality assurance system in place that leads to improved business systems, management practices, service delivery and supports the achievement of outcomes
- Progress towards clearly defined, measurable and attributable outcomes
- Capacity of the sector to improve outcomes for Aboriginal people
- Clearer accountability on the role of homelessness services, government and the broader system
- Services are responsive to need, easier to access and evidence based
- Greater transparency around service performance and value for money with a focus on outcomes and strategic direction.

#### 3.4.1 Key program expectations

There are three key SHS program expectations that SHS providers are expected to progressively achieve during the contract term.

The key expectations are listed as milestones in the HSA schedule and include progressively implementing ASES, focusing on client outcomes and where relevant the Premiers Priority to halve street sleeping by 2025. The key program expectations are:

##### 1. Providers to progress towards gaining ASES accreditation by 30 June 2024

The Australian Service Excellence Standards (ASES) is a set of standards and national quality improvement program that aims to assist non-government organisations to improve their business systems, management practices and service delivery. DCJ has adopted the ASES as the appropriate third-party quality assurance accreditation system for DCJ funded homelessness services<sup>11</sup>.

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 from 1 July 2024 and for the duration of their SHS contract.

For more information, refer to the [ASES Policy Framework: Implementing a new quality framework for specialist homelessness services in NSW](#).

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<sup>11</sup> QIC Health and Community Standards (7th 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.

## 2. Providers to progress towards collecting data for effective measuring, monitoring and reporting on client outcomes

The NSW Government is committed to the implementation of an outcomes based commissioning approach for SHS.

DCJ is placing an increasing emphasis on demonstrating the achievement of meaningful client outcomes from all our commissioned services.

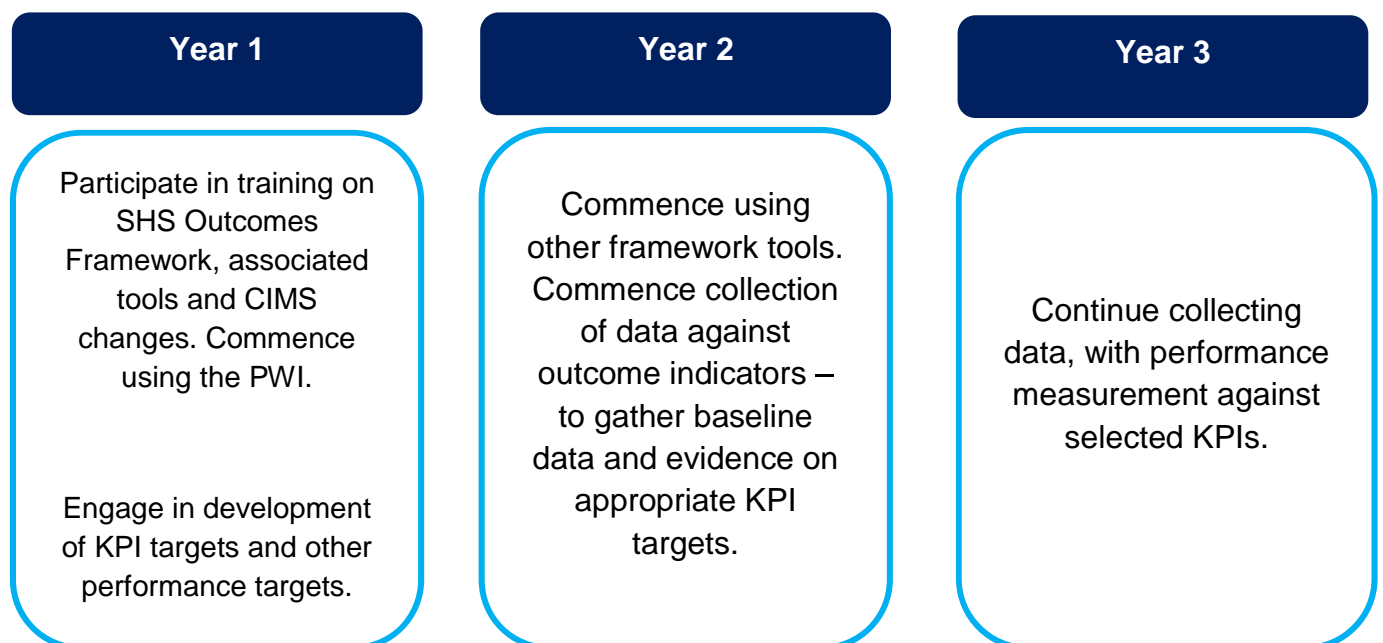
The SHS Outcomes Framework will be progressively implemented across all SHS from 1 July 2021 and this will focus on measuring, monitoring and driving client outcomes. As outcome measures, tools and processes are further tested, DCJ will assess their robustness and usefulness for understanding outcomes for clients, and also the feasibility and data collection impact for providers.

Collection of data will also allow for benchmarking of outcomes and inform the progressive application of appropriate KPI's within the Framework. In this contract term the emphasis will be on participation in implementing the SHS Outcomes Framework.

The outcome measures will provide a rich source of data across the sector for evaluation purposes, to facilitate discussions between service provider and contract managers, and ensure the client is at the centre of service delivery.

The Program Specifications will be revised as necessary as the SHS Outcomes Framework is further developed, in line with sector consultation and agreed changes.

**Fig. 1 Overview of outcomes milestones during the contract term**



For more information on the milestones, please refer to the HSA Schedule.

## 3. Contributing to the Premier's Priority to halve street homelessness by 2025 (where applicable to your service delivery)

In 2019, the Hon. Premier Gladys Berejiklian released 14 NSW Premier's Priorities. One of the targets is to 'Reduce street homelessness across NSW by 50 per cent by 2025. The full set of NSW Premier's Priorities can be viewed [here](#).

People who are street sleeping are a particularly vulnerable group who often face a range of complex and compounding issues, including:

- Historical and/or current trauma
- Abuse
- Family breakdown
- Physical and mental health issues (including Post Traumatic Stress Disorder)
- Substance use
- Cognitive impairment
- Discrimination and racism
- Distrust of authorities or services as a result of institutional or custodial experiences
- Limited or non-existent history of successful tenancies
- Financial difficulties
- Other barriers associated with systemic issues that perpetuate homelessness.

People entrenched in street sleeping often require more intensive, proactive and long-term responses. This group often remains homeless, disengaged from support services and not accessing the assistance they require for long periods.

People who are street sleeping are generally unable to access private rental accommodation independently due to the perceived barrier of their high support needs.

### **What are SHS providers contributing as part of the Premier's Priority?**

The SHS program is part of a broader response contributing to achieving the Premier's Priority. However, there is a high degree of specialisation within SHS that makes the contribution to this Premier's Priority critical.

This includes effective coordination of housing and support services, existing engagement with this cohort, expertise in outreach and a workforce skilled in supporting people that are highly vulnerable.

Some SHS providers are also:

- Using tools which may assist in the assessment of people who are or have been street sleeping (such as the Vulnerability Index – Service Prioritisation Decision Assistance Tool - VI-SPDAT). See section 6.4 for more information.
- Participating in the delivery of Assertive Outreach, see section 12.4.

## 4. Program Overview

### 4.1 Program Objectives

The SHS program's primary objective is to ensure people who are experiencing homelessness, or who are at risk of homelessness are supported to achieve safe and stable housing in the community.

Where possible, people receiving a service from an SHS are:

- Identified and supported to remain safely in their existing housing, or to secure stable housing which is affordable for the person
- Provided with safe and secure accommodation and supported to access stable housing which is affordable for the person
- Re-housed after experiencing homelessness and are supported across the broader service system to stay housed
- Supported to access mainstream and specialist services
- Supported to connect with community and family

### 4.2 Program Practice Principles

Specialist homelessness service providers are required to deliver services in a person-centred, collaborative and connected way.

SHS providers will continue to operate from, or integrate the following principles, where appropriate to their service model, to deliver a person-centred response and provide effective support:

- Person centred – when working with people, recognising that a person's needs are not static. The service response is built around the needs, circumstances, experiences and choices of the person, rather than a programmatic or predetermined service offering. 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.
- Informed choice - all providers delivering services as part of the SHS program will ensure a commitment to individual informed choice and self-determination.
- Trauma Informed and evidence-based services - recognise the impact of trauma on those people accessing services, and develop and implement trauma informed policies and practices based on evidence of what works.
- Strengths-based - using a strengths-based approach to service design and implementation focuses on building on individual and family capacity, skills, resilience and connections to community.
- Collaborative - Collaborate with other homelessness services, mainstream service providers, housing providers and community organisations to problem solve, share expertise and resources in order to achieve best outcomes for people. This collaboration is a core part of a person-centred approach and key to preventing and breaking the cycle of homelessness. To be effective, SHS providers have an important leadership, promotion and collaboration role within the broader homelessness services system.
- Early intervention – to reduce risk and prevent homelessness, prevent entrenchment in homelessness, prevent the escalation of associated difficulties and facilitate access to post crisis support.

- Rapid re-housing - Re-house people as quickly as possible – to prevent further breakdown of connections, routines and relationships.
- Stable housing options - Support people into sustainable, independent living from crisis or transitional accommodation arrangements as early as practicable – while recognising a lack of exit options may require flexibility around timing. Ensuring that the housing options are affordable for the person.
- Stability for people with complex needs - Stabilise accommodation for people with complex needs, as a priority - so that interventions to address other areas such as mental health, can be more effective.
- Coordination of supports - Identify the need for, and coordinate, multi-disciplinary support early in the support process, to build sustainable change.
- Reintegrate - Maintain, re-establish or establish family, community, education, training and employment connections where practical and appropriate to do so.
- Risk mitigation - Recognise and manage the risks associated with transitions and the process of change, in order to support people through change.
- Strategic use of funds - Utilise brokered services and supports strategically to facilitate timely implementation and delivery of support plans to address long term needs.
- Client voice - Ensure people accessing SHS are able to express their views in the design, delivery and continuous improvement of services, through a range of appropriate mechanisms, including direct consultation.
- Continuity of care – the program recognises the importance of continuity of care as a key factor in creating trusting, respectful and positive relationships between the person and the service. This means that a program participant should be able to access the same support worker, or where more than one service is involved, it is well organised and coordinated.
- Culturally safe – service delivery will consider the cultural needs of the person as part of the overall support planning approach. The Service must be culturally sensitive and provide culturally appropriate services (see 4.2.1).

To support these Practice Principles, DCJ has commissioned the Industry Partnership to deliver an evidence-based training program that supports the development of a professional frontline workforce (see section 8).

#### 4.2.1. Culturally appropriate services

The service must be culturally safe services. Where supporting Aboriginal clients the Service will:

- Consult with Aboriginal stakeholders to ensure the service approach is culturally appropriate
- Have policies in place which proactively seek the recruitment and retention of Aboriginal staff and also a process that facilitates cultural competence training for all staff.

The Service will also need to ensure accessibility and appropriateness for people from a culturally and linguistically diverse background. Where the Service is supporting people from a culturally and linguistically diverse background, the Service will:

- Have policies in place which proactively seek the recruitment and retention of staff from relevant cultural and linguistically diverse backgrounds
- A process that facilitates cultural competence training for all staff
- The use of translation and interpreting services as needed.

## 4.3 Program Logic

The SHS Program Logic shows how the SHS Program as a whole is contributing to the goal to end homelessness. The Program Logic shows the context for homelessness in NSW, the evidence for certain interventions and the relationship between activities and program outputs and outcomes.

As this is the broad Program Logic, SHS providers may have already or can develop their own Program Logic to map the local context and how services lead to the achievement of outcomes and program objectives. Developing a local Program Logic is not mandatory.

The SHS Program Logic provides a description of the broader program and what it aims to achieve, including:

- Context and client needs
- Evidence
- Program activities
- Program outputs
- Outcomes
- Goals

**Note:**

A final program logic will be developed by DCJ and will be available on completion of the Outcomes Framework.

## 5. Program Description

This section of the Program Specifications provides a description of the people who are eligible to receive a service from an SHS provider. The HSA Schedule will identify specific target client groups and service delivery model for individual providers, which is aligned to local need and District planning.

### 5.1 Eligibility

The SHS program supports people in NSW who are experiencing homelessness or who are at risk of homelessness. Support is available to any person regardless of their financial capacity<sup>12</sup>.

The program supports people 16 years and older. There will be some contracted exceptions for 12 to 16 year olds, for example under the HYAP (see section 7 for more information). People under the age of 12 will only be able to access SHS services as accompanying children.

The program does not impose any restrictions linked to citizenship or residency, such as people who are on temporary or spousal visas (see section 7 for more information).

The Australian Institute of Health and Welfare (AIHW) uses the following descriptions and examples of homelessness and at risk of homelessness to provide an overview of how a person may experience homelessness or at risk of homelessness, outlined in Table 1.

Each SHS service will have a specific delivery model and target client group/s in the HSA Schedule, which may restrict eligibility. For example, an older male presenting to a service for accommodation that only provides accommodation support to young people (for more information on accessing an SHS and the No Wrong Door approach, see section 6).

**Table 1. AIHW description of a person experiencing homelessness and at risk of homelessness**

Description
<p><b>A person who is experiencing homelessness</b></p>
<p>Living in non-conventional accommodation</p> <ul style="list-style-type: none"> <li>• living on the streets</li> <li>• sleeping in parks</li> <li>• squatting</li> <li>• staying in cars or railway carriages</li> <li>• living in improvised dwellings</li> </ul>
<p>Short-term or emergency accommodation due to a lack of other options</p> <ul style="list-style-type: none"> <li>• refuges</li> <li>• crisis shelters</li> <li>• couch surfing</li> <li>• living temporarily with friends and relatives</li> <li>• insecure accommodation on a short-term basis</li> <li>• emergency accommodation arranged by a specialist homelessness agency</li> </ul>

<sup>12</sup> A person who is eligible cannot be excluded from support due to a requirement or expectation of financial contribution (see 12.4.5).

## Description

### A person who is at risk of homelessness

A person is at risk of homelessness if they are at risk of losing their accommodation, or they are experiencing one or more of a range of factors that can contribute to homelessness.

Risk factors may include:

- financial stress (including loss of income, low income, gambling, change of family circumstances)
- housing affordability stress and housing crisis (pending evictions/foreclosures, rental and/or mortgage arrears)
- inadequate or inappropriate dwelling conditions, including accommodation that is unsafe, unsuitable or overcrowded
- previous accommodation ended
- relationship/family breakdown
- child abuse, neglect or environments where children are at risk
- sexual abuse
- domestic/family violence
- non-family violence
- mental health issues and other health problems
- problematic alcohol, drug or substance use
- employment difficulties and unemployment
- problematic gambling
- transitions from custodial and care arrangements, including out-of-home care, independent living arrangements for children aged under 18, health and mental health facilities/programs, juvenile/youth justice and correctional facilities
- discrimination, including racial discrimination
- disengagement with school or other education and training
- involvement in, or exposure to, criminal activities
- antisocial behaviour
- lack of family and/or community support
- staying in a boarding house for 12 weeks or more without security of tenure.



## 5.2 Services

This section of the Program Specifications outlines the support that an SHS provider can offer to a person experiencing homelessness or who is at risk of homelessness. The HSA will articulate the specific support that is provided by an individual provider, in the 1.2 Specific requirements section.

### 5.2.1 Support

SHS providers deliver supports broadly characterised in the following categories:

Support category	Description
Early intervention	<ul style="list-style-type: none"> <li>Early intervention aims to prevent homelessness occurring where possible, or to resolve it as quickly as possible. This can be by mitigating or limiting the impact of factors that pose a risk to safe, stable and secure housing.</li> </ul>
Crisis and Transitional support	<ul style="list-style-type: none"> <li>Crisis and transitional support aims to minimise the adverse impact of homelessness by providing access to accommodation and support services. This may assist people to move out of homelessness.</li> </ul>
Post-crisis support (& follow up)	<ul style="list-style-type: none"> <li>Post-crisis support aims to support a person after a period of homelessness, to stabilise their accommodation and build on their independent living skills. This may assist in preventing a return to homelessness.</li> </ul>

### 5.2.2 Indirect and Direct Support

SHS supports can be delivered through either centre-based, mobile support services or accommodation models or a combination of these (accommodation models are covered in section 5.3). Pathways into assessment and support are discussed in detail in Section 6.

SHS providers deliver these supports either directly or indirectly, as outlined below.

Support
<p><b>Direct support</b></p> <p>Often direct support will be delivered through a case-management approach where service providers work in partnership with the person.</p> <p>Direct support may also be provided through an assertive outreach approach, brief intervention or through soft-entry engagement.</p> <p>Examples include:</p> <ul style="list-style-type: none"> <li>Engaging with a person using an Assertive Outreach approach</li> <li>Providing assistance to reconcile with family and return home (where safe to do so)</li> <li>Providing assistance to access and/or maintain Temporary Accommodation, Crisis Accommodation or Transitional Accommodation</li> <li>Providing assistance to obtain and/or sustain a private rental market or social housing tenancy</li> <li>Providing assistance to obtain and secure private rental accommodation or a social housing tenancy, including assistance in completing housing application forms</li> <li>Providing assistance to access products, such as a bond loan and/or private rental subsidies, including work with real estates to secure properties.</li> <li>Providing assistance for a person to obtain identification documents if required</li> <li>Providing referrals to mainstream and specialist services (e.g. to health services, GPs, DV specialist services, drug and alcohol services, legal support and services, employment services, and court support)</li> <li>Identifying support needs and providing resources, programs or referrals for: <ul style="list-style-type: none"> <li>Living skills support, including tenancy education</li> </ul> </li> </ul>

## Support

- Family and relationship support
- Personal and emotional support
- Disability services and NDIS support
- Assistance with legal issues and understanding how to navigate the justice system
- Domestic and family violence
- Sexual assault
- Child protection
- Health and mental health
- Cultural connection
- Financial literacy
- Providing brokerage (as per Brokerage Guidelines)
- General advice, advocacy, mentoring
- Other basic support needs such as meals, showers and transport where applicable to the delivery model

## Indirect support

Indirect support is where an SHS provider works systemically to assist people that are experiencing homelessness or at risk of homelessness.

Examples include:

- Engagement with real estate agents to work collaboratively with tenancies at risk, and intervene early to identify housing opportunities. Activities could include:
  - early notification of property availability
  - training or informing real estate staff on homelessness issues and support,
  - establishing mechanisms for referrals to SHS for support of existing tenants, and
  - building relationships to facilitate rapid rehousing of clients in crisis.
- Engagement with social housing – DCJ Public Housing and Community Housing Providers to advocate on behalf of people accessing SHS and to assist with referral processes and support to maintain a tenancy.
- Engagement with a range of other government and non-government services to build partnerships and collaboration and to provide advocacy for individuals and about systemic issues. This can improve access and enable person-centred, holistic support for people accessing SHS.
- Participation in community networks and events that support cross-sector approaches to improving outcomes for people at risk of or experiencing homelessness.

## Other support

In some situations, SHS providers may choose to provide some limited activities aimed at people not yet at risk of or experiencing homelessness, in an effort to reduce future demand and to increase community knowledge of homelessness supports. However, this is done at the SHS providers own discretion and is not an expectation.

## 5.3 SHS program accommodation models

As outlined in section 5.2, an SHS provider can offer direct support through accommodation services. The accommodation models that an SHS provider may be commissioned to provide (in some cases in partnership with a CHP) include crisis accommodation and transitional accommodation.

**Table 2. SHS Program Accommodation Models**

SHS program accommodation models	Definition	Description
<b>Crisis accommodation</b>	<ul style="list-style-type: none"> <li>An accommodation model for people who are experiencing, or who are at risk of homelessness, which provides emergency or shorter-term accommodation e.g. crisis refugees.</li> </ul>	<ul style="list-style-type: none"> <li>Shorter-term services or other crisis facilities that provide either 24/7 on-site support, partial on-site support and/or outreach support.</li> <li>May be provided in a congregate care setting (single building with shared living), in self-contained accommodation on a single site or across multiple sites, or through brokered nights of accommodation.</li> <li>The referral and assessment process for these services is usually quite rapid, and dependent on accommodation availability.</li> </ul>
<b>Transitional accommodation</b>	<ul style="list-style-type: none"> <li>An accommodation model for people who are experiencing, or who are at risk of homelessness, which provides medium or longer-term accommodation. This is not expected to be an ongoing or permanent arrangement.</li> </ul>	<ul style="list-style-type: none"> <li>Longer-term services or other transitional facilities that provide partial on-site support, and/or outreach support.</li> <li>May be provided in a building with shared living facilities or in self-contained accommodation on a single site, or across multiple sites.</li> <li>The referral and assessment process for these services may be lengthier and may involve an interview process.</li> </ul>

For more information see section 12.

### Government-owned capital properties

The HSA Schedule specifies Government-owned capital properties as per Attachment 2. The property details in the HSA include:

- Suburb where the property is located
- The purpose of the property i.e. crisis/transitional accommodation (see Table 2)
- The number of bedrooms in the property
- Whether the SHS is providing a support function only, or has both a property and support function.

Support is prioritised to people receiving a service in the properties listed in the HSA.

Services are also encouraged to work with housing providers and other services to identify and access additional accommodation options where required. Funding provided for the delivery of services cannot be used to purchase properties.

Where the HSA states that an SHS is providing 'Property and Support' this means that the provider is responsible for:

- Property management

- Tenancy management
- Delivery of support services

The responsibility for maintenance and upgrade costs will be according to each property's lease with the landlord.

Where the HSA states that an SHS is providing 'Support' this means that the provider is responsible for:

- Delivery of support services

The service will work in partnership with a Community Housing Provider to co-ordinate the delivery of support, and property and tenancy management services associated with the properties identified in Attachment 2 in the HSA.

See section 2.4 for more information on registration requirements to manage properties.

### **Government funded leasing subsidy properties**

Where a service is associated with properties that are leased in the private market using a subsidy funded by the NSW Government, the HSA Attachment 2 will specify the total number of leasehold properties attached to the service.

Properties leased from the private market are subject to change due to changes in the market or the provider's decisions about the person's need and service delivery strategies.

Where this service is associated with properties leased from the private market, the service will have a protocol in place with the relevant lessor(s) (CHPs) in relation to those properties. During the term of this Agreement, the service is to advise DCJ Contract Management as soon as possible of any change proposed in relation to those properties, and work in consultation with DCJ and the relevant CHP in progressing that change.

If the service is seeking to manage leasehold properties associated with the service, the CHP is required to be registered under the National Regulatory System for Community Housing.

If the service is not seeking to manage leasehold properties associated with the service, activity will be limited to the provision of support services. DCJ will allocate the tenancy and property management to a suitably qualified and registered organisation chosen by DCJ.

For information on non-government properties, see section 12.3 Co-Contributions.

## **6. Accessing an SHS provider**

There are a range of pathways for a person to access an SHS provider. These are through referrals and direct engagement.

### **Referral pathways:**

- A referral from Link2Home, which is the state-wide information and referral telephone service, which operates 24 hours a day, seven days a week. Link2Home provides information, assessment and referral to SHS, Temporary Accommodation and other appropriate services for people who are experiencing homelessness or who are at risk of homelessness.
- A referral from the Domestic Violence line
- A referral from a team using an Assertive outreach approach
- A referral from DCJ or a Social Housing Management Transfer CHP to support a person accessing of Temporary Accommodation (TA)
- Self-referral - where a person calls or sends a message to an SHS provider, or where a person visits an SHS provider at their shopfront or an outreach location

- A referral to an SHS provider from a third party, such as the public

### **Direct approach:**

- Where an SHS is using an Assertive Outreach approach (see section 12.4)

## **6.1 No Wrong Door approach**

All SHS providers operate using a No Wrong Door approach to people who are experiencing homelessness or who are at risk of homelessness. The No Wrong Door approach refers to the principle that a person will receive some support, or will be assisted to find support, whenever they access an SHS.

The No Wrong Door approach aims to ensure that:

- A person's risks and safety issues are assessed and responded to with the appropriate level of urgency
- Timely information and advice is provided and is accurate to the person's needs
- Assistance is given to a person to navigate and negotiate the broader service system, including referrals to services when appropriate
- When a person is assessed as experiencing homelessness or at risk of homelessness, immediate needs will be met at first point of contact, or a connection made to more appropriate supports, where this is possible
- Connection/referral to alternate or more appropriate SHS supports will be made as efficiently and effectively as possible

The No Wrong Door approach does not require an SHS provider to:

- Provide substantial support to people who are outside of their contracted Target Client Groups specified in their HSA, or;
- Provide support to more people than can be physically accommodated in a safe manner and/or can be attended to within the available staffing resources at the time – this is to ensure that people supported by the service are receiving a quality service, and that staff wellbeing and safety is considered ('Quality service' is taken to be reflective of commissioned client targets/service levels, therefore will be different in different service contexts), or;
- Provide support to people who are not eligible for assistance, for example people who are not experiencing homelessness, or who are not at risk of homelessness.

The No Wrong Door approach is about effective collaboration in the best interest of the person seeking assistance, however the approach also has to operate in the reality of high demand and sometimes limited resources (see section 9.2.1 Client Targets).

### **Note:**

- The way in which the No Wrong Door approach is articulated in the CIMS system (and equivalent systems) in relation to the Common Assessment, is still being finalised.

## **6.2 Common Assessment**

All SHS providers are required to commence a Common Assessment for a person that they provide support to. DCJ requires a Common Assessment to be commenced during early engagement with a person, and that it is appropriately recorded and updated within CIMS, or another equivalent system where formally agreed with the DCJ SHS Program Manager. More detail on how this is required for clients is outlined in Table 3.

The Common Assessment ensures that there is:

- A minimum, standardised approach across the SHS program to assessing people seeking assistance from SHS providers
- That people's needs are identified at an early stage of contact with the SHS system, and
- That duty of care is exercised.

SHS providers may choose to collect additional information in line with organisational requirements.

### 6.2.1 Common Assessment tool

The Client Information Management System (CIMS) contains the Common Assessment tool, formerly referred to as an Initial Assessment (see section 11 for more information on CIMS and approved Client Management Systems).

A person's Common Assessment information can move from SHS provider to SHS provider when using the CIMS tool, where client consent is provided for information to be shared.

This can allow for one SHS provider to commence the assessment, as per the No Wrong Door approach, and the subsequent SHS Provider/s to complete the assessment (where client consent is provided). For example, a person may engage with one SHS provider, who completes part of the initial assessment before making a referral to another SHS provider. This initial information can be accessed by the next SHS provider to complete the full Common Assessment, where a client has provided consent. This information will inform the ongoing support for a person. This functionality can assist SHS Providers to coordinate support and enables the person to avoid repeating their story.

Providers that will be the main support or ongoing support for a person, are expected to contribute to and complete the Common Assessment.

Where possible, DCJ will work to streamline tools in CIMS to ensure that SHS providers can focus on what they do best – supporting the person.

### 6.3 How a person may be categorised in the data collection system

**Note: This section is still under development in CIMS**

- DCJ is working to integrate some of the concepts outlined below into the Outcomes Framework and into CIMS (or approved CIMS equivalent).

Following a person's referral or initial engagement with an SHS provider, a person may receive a service from an SHS. The person will broadly fit into one of the following categories outlined in Table 3 below:

- Access support – this person is eligible and is assisted
- Case management support – this person is eligible and is assisted
- Unassisted person – this person is eligible and not assisted
- Person is not eligible – this person is not eligible and is not assisted

The categorisation will guide the requirements for the SHS provider, including:

- Undertaking the Common Assessment
- Reporting against the Outcomes Framework
- Brokerage eligibility
- Support periods established<sup>13</sup>

<sup>13</sup> Support period - the support period is the length of time a client receives services from your agency. A support period commences on the day a person becomes a client by receiving a direct service from your agency and it ends on the last day on which services are provided. <https://www.aihw.gov.au/getmedia/47792815-cce2-4ebd-858c-68f7c639ff0a/SHS-collection-manual-2019.pdf.aspx>

In supporting a person, SHS providers should first ensure that they are operating within the Practice Principles in section 4.

The categories in Table 3 are designed to guide providers in the appropriate level of data reporting for individual clients, and to assist with implementing specific tools and requirements. The person may also move between categories depending on the services they need.

The below table may also help an SHS provider reflect on appropriate prioritisation of clients, and the design of internal intake and assessment processes needed to align with these categories.

**Table 3: Client categories**

<b>Client categories</b>
<b>Category: Access Support</b> - this person is assisted by an SHS
<p><b>Eligibility</b> This person meets eligibility criteria for an SHS service, as the person is:</p> <ul style="list-style-type: none"> <li>• Experiencing homelessness, or is at risk of homelessness, and</li> <li>• Is identified/assessed as needing assistance and requires either:               <ol style="list-style-type: none"> <li>1. An immediate referral to another SHS</li> <li>2. One-off assistance, brief intervention(s) and/or other assistance (e.g. see 5 on support services) that is accessed on an ad hoc basis.</li> </ol> </li> </ul> <p><b>Brokerage</b></p> <ul style="list-style-type: none"> <li>• This person is eligible to receive brokerage funds where a support plan is identified.</li> </ul> <p><b>Data requirements</b></p> <ul style="list-style-type: none"> <li>• This person will have a support period opened.</li> <li>• This person is not included in the SHS Outcomes Framework data collection</li> </ul> <p><b>Assessment</b></p> <ul style="list-style-type: none"> <li>• The person with an immediate referral could have a partial or full Common Assessment completed</li> <li>• The person provided support could have a partial or full Common Assessment completed.</li> </ul> <p><i>Note:</i></p> <ul style="list-style-type: none"> <li>• The service would aim to engage this client into the Case management support category where appropriate.</li> <li>• This category also includes people who receive individualised support during a group or community program (i.e. a regular attender of a group program, with enough information collected to open a support period).</li> </ul>
<b>Category: Case management support</b> - This person is assisted by an SHS
<p><b>Eligibility</b> This person meets eligibility criteria for SHS services, as this person is:</p> <ul style="list-style-type: none"> <li>• Experiencing homelessness, or is at risk of homelessness, and</li> <li>• Is identified/assessed as needing assistance, and receives regular, ongoing support and has a case management plan in place.</li> </ul> <p><b>Brokerage</b></p> <ul style="list-style-type: none"> <li>• This person is eligible to receive brokerage funds.</li> </ul> <p><b>Data requirements</b></p> <ul style="list-style-type: none"> <li>• This person will have a support period opened.</li> <li>• This person is included in the SHS Outcomes Framework data collection.</li> </ul> <p><b>Assessment</b></p> <ul style="list-style-type: none"> <li>• This person will have all of the Common Assessment completed in the system.</li> </ul>
<b>Category: Unassisted person</b> – This person is not assisted by an SHS
<p><b>Eligibility</b> This person meets eligibility criteria for SHS services as the person is:</p>



- Experiencing homelessness, or is at risk of homelessness, and
- Is identified as needing assistance, however,
- The SHS provider is unable to assist the person for the specified reasons in the AIHW 'Unassisted persons' definition<sup>14</sup>.

*Note:*

- There is not an expectation that providers will give substantial support to people who do not meet the requirements of the service delivery model, e.g. an older man presenting to a youth service.
- Where a provider is willing and able to provide information, referral or brief intervention for this client, they should then regard this person as an 'access client' and should not complete an unassisted record.

**Brokerage**

- This person is not eligible for brokerage funds.

**Data requirements**

- This person will have an unassisted record completed in the system
- This person will not have a support period opened
- This person is not included in the SHS Outcomes Framework data collection for that provider

**Assessment**

- This person will not have the Common Assessment completed in the system

**Category: Person is not eligible** - This person is not assisted by an SHS

**Eligibility**

This person is not eligible for SHS services as this person is:

- Not experiencing homelessness and/or is not at risk of homelessness.
- General information, simple referral or redirection to a non-SHS service may be appropriate.

**Brokerage**

- This person is not eligible for brokerage funds.

**Data requirements**

- No data requirements for this person
- This person will not have a support period opened

**Assessment**

- This person will not have the Common Assessment completed in the system

## 6.4 VI-SPDAT

The Vulnerability Index - Service Prioritisation Decision Assistance Tool (VI-SPDAT) is a self-report survey developed by a Canadian consultancy Orgcode. The survey helps determine risk and prioritisation when providing assistance to people who are street sleeping.

<sup>14</sup> An Unassisted Person is any person who seeks services from a SHS agency and does not receive any service. There are several reasons why a person may not receive a service from an agency, including but not limited to:

- the service requested by the person is not provided by the agency
- the service requested by the person is not currently available at the agency due to high demand
- the person is ineligible for service because they do not fit the criteria for assistance (for example, a father and son who seek emergency accommodation at a women's refuge).

A client cannot be an Unassisted Person if they received at least one direct service from an agency. If a person has received at least one service, even if it is not the service they requested, they are a client.

The Unassisted Person collection is used to gain information about adults and children whose request for service is not able to be met by a SHS agency. It measures the level of 'unmet demand' for specialist homelessness services.

<https://www.aihw.gov.au/getmedia/47792815-cce2-4ebd-858c-68f7c639ff0a/SHS-collection-manual-2019.pdf.aspx>



This tool is currently used by frontline homelessness services in delivering programs that form part of the Premier's Priorities, such as Assertive Outreach.

The tool allows a service to triage and prioritise people for further assessment and service delivery based on a person's total calculated survey score. The score indicates the degree of vulnerability and complexity of the person and can indicate the type of response that may be needed in meeting the person's housing and support needs.

**Table 4: VI-SPDAT score as related to support needs**

Acuity score	Support Needs
Low	Housing only
Moderate	Time-limited case management/financial assistance
High	Housing First approach / intensive case management

A person with a low score would be more likely to be assessed as capable of sustaining housing without support. Clients with a moderate score are more likely to need time-limited financial and/or temporary case management supports with housing. Clients who obtain a score within the high acuity band are more likely to need intensive case management with permanent supported housing or housing underpinned by Housing First principles.

The tool has been designed to function within a referral and intake methodology that requires case coordination, including having knowledge and links with local healthcare providers, and allocation and eligibility of resources to match a client to support services.

## 6.5 The By-Name List

The NSW Government has partnered with the Act to End Street Sleeping Collaboration and Microsoft to develop the By-Name List, which is a data base that holds important information on people street sleeping in NSW to help organisations match people with the most appropriate support agencies. It also ensures that people street sleeping are not having to repeat their stories to different agencies and service providers.

Client consent is essential when administering the VI-SPDAT and storing results in the By-Name List.

DCJ will explore options for the use of the By-Name List by SHS providers, where relevant. DCJ will work with the sector to ensure that training on the VI-SPDAT and By-Name List is provided where appropriate and relevant to a provider's delivery model and identified local needs.

## 6.6 Other considerations

### 6.6.1 Males 16 years or over accommodated in Women's services

SHS providers must undertake a full risk assessment to ensure that there is no unacceptable risk to the person or other residents when providing accommodation to men and women in the same property (see Additional Supplementary Conditions in the HSA). In a crisis refuge, where it is safe to do so, providers should make every effort to keep a mother and her male children 16 years or over together to support the family in a trauma informed way.

Where supported accommodation is provided, and the type of accommodation does not require any form of collective or group living with other women (e.g. separate transitional properties), then the client should be given the option of keeping her family together including any accompanying dependent male children over 16 years.

Where it is not appropriate for a women's SHS service to support or accommodate a male child 16 years or over, the SHS should make all reasonable efforts to ensure the child/ren is able to access appropriate support and accommodation through another SHS.

### 6.6.2 Persons on temporary or spousal visas

Some people who have recently arrived in Australia are particularly vulnerable to homelessness. For example, women arriving on spousal visas who find themselves escaping domestic and family violence situations and are without an independent income.

Due to their residency status, these persons will not have access to the usual range of options for housing support (i.e. social housing or rental products), or the usual income support through Commonwealth income (i.e. Centrelink). This situation can impose additional challenges for an SHS provider that may be assisting a person.

It is however an SHS program expectation that SHS Providers will provide support to these people experiencing or at risk of homelessness.

SHS support is available to a person regardless of financial capacity and exit option.

### 6.6.3 People with complex support needs

For the purposes of the SHS program, the delivery of service or support for a person with complex support needs is often characterised by intensity, duration and multiple support needs. The challenges to accessing and sustaining appropriate accommodation are compounded by:

- Multiple factors that require concurrent support across several domains of someone's life
- Multiple factors which are particularly intractable/persistent due to their nature and cannot be resolved by a short intervention, and where
- Multi-disciplinary supports to offset these challenges are either not available, or require ongoing extensive coordination and monitoring by the SHS.

Factors that may contribute to complexity of support needs can include people who have:

- Housing history and specific needs
- Trauma and related triggers
- Access to or control over income to sustain housing
- Mental health issues
- A disability
- Exposure to/Effects of Violence
- Challenging behaviours
- Risks to personal safety and wellbeing
- Physical health and self-care
- Problematic drug and alcohol use
- Cognitive impairment
- Custodial matters

It is recognised that the need for extended periods of support or repeat instances of intensive support for these clients can pose challenges for an SHS provider. However, all SHS providers require a capacity to work with people with complex support needs and to coordinate multi-disciplinary approaches to supporting these clients.

It is an SHS program expectation that people with complex support needs can appropriately access SHS services, and where possible the responsibility for supporting them is shared equitably across the SHS sector.

DCJ will aim to support the sector by escalating systemic issues and working towards shared responsibility with mainstream and other human services sectors, through advocacy, governance and cross-sector collaborations (also see section 10 Governance).

#### 6.6.4. Working with people with a disability and the NDIS

SHS providers may work with people who have a disability and are eligible for the National Disability Insurance Scheme (NDIS). The NDIS provides all Australians under the age of 65 who have a permanent and significant disability with necessary supports.

##### Data collection

The Specialist Homelessness Services Collection (SHSC) includes a NDIS participation indicator collected at the start of the support period. The AIHW defines an NDIS participant as an individual who is receiving an agreed package of support through the NDIS. This data is available for clients who have support periods after 1 July 2019<sup>15</sup>. Not all clients identified as having a disability in the SHSC are eligible for the NDIS.

##### Practice Guidelines

Where possible, SHS providers are encouraged to assist eligible clients to access the NDIS.

Homelessness NSW developed Practice Guidelines for NSW, in consultation with the National Disability Insurance Agency (NDIA) and SHS providers. The guidelines include NSW case studies, as well as information on working with the NDIA and NDIS processes to support people accessing the NDIS.

These Practice Guidelines are to be read in conjunction with NDIS material where possible for the most current information.

##### For more information:

- How the NDIS works - <https://www.ndis.gov.au/understanding/how-ndis-works>
- NDIS Operational Guidelines - <https://www.ndis.gov.au/about-us/operational-guidelines>
- Practice Guidelines for Specialist Homelessness Services regarding their interface with the NDIS - <https://www.homelessnessnsw.org.au/news/practice-guidelines-specialist-homelessness-services-shss-regarding-their-interface-national>

## 7. Specialisation

SHS provide services to people across NSW from a variety of backgrounds. In some delivery models, it may be appropriate for SHS providers to have a specialisation. The HSA Schedule will identify any specialisation for an SHS service and whether there is a specific service delivery model. Current specialisations provided within the SHS Program include:

- People who are Aboriginal and Torres Strait Islander
- People from culturally and linguistically diverse backgrounds (CALD)
- Women with or without children experiencing or escaping domestic and family violence
- People who are street sleeping
- Young people aged 16-24, including people leaving out-of-home care or juvenile detention
- People exiting institutional settings

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<sup>15</sup> AIHW (2020c) Specialist homelessness services annual report 2019-20 - <https://www.aihw.gov.au/reports/homelessness-services/specialist-homelessness-services-annual-report/contents/clients-services-and-outcomes>

- People who are lesbian, gay, bisexual, transgender, queer and questioning, intersex, and asexual (LGBTQIA+)
- People who are older (for example women and men who are 55+)

More information on targeted funding streams also provided in the SHS program is outlined in 7.1 -7.4. These streams may have additional policy and program requirements.

## 7.1 Children and young people under the age of 16

Specific policy considerations apply when a child or young person under the age of 16 years presents alone to an SHS, given the young persons' vulnerability, legal status as a child, interaction with the *Children and Young Persons (Care and Protection) Act 1998*, and whether legal parental responsibility rests with the parents/guardian of the young person, or the Minister.

These considerations and respective responsibilities are outlined in the [Unaccompanied Children and Young People 12-15 Years Accessing Specialist Homelessness Services Policy](#). As at the date of publishing, work is underway to revise and update the policy. It is anticipated that this work will be completed by June 2021.

The policy sets out roles and responsibilities for relevant agencies based on the age and legal status of the child and is based on the following key objectives:

- That a child who is experiencing homelessness or is at risk of homelessness is safe
- That where possible and safe, the child should be returned home as soon as possible
- That where a return home is not possible in the short term, a coordinated support plan be developed as early as possible in the support period with the aim of achieving a sustainable transition for the child out of the SHS. A coordinated support plan may involve either the SHS providing direct support or referrals to other youth services to ensure the child's needs are met.

In addition to the requirements of this DCJ policy, Yfoundations has prepared [Good Practice Guidelines for Working with Unaccompanied Children 12-15 years Accessing SHS](#).<sup>16</sup>

Homeless Youth Assistance Program (HYAP) funding for some SHS providers has resulted in specialised services for this age cohort, and a preferred referral pathway (see section 7.2)

DCJ Districts in collaboration with local SHS and HYAP providers and the child, youth and family services sector have developed a Protocol for responding to unaccompanied children and young people 12-15 years of age who are homeless or at-risk of homelessness. The protocols clarify case management responsibilities, duty of care responsibilities, response timeframes and relevant business processes and provides a framework within which services can work together to improve outcomes for this client group.

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<sup>17</sup>.

<sup>16</sup> Refer to - <https://yfoundations.org.au/wp-content/uploads/2018/11/Good-Practice-Guidelines-for-working-with-Unaccompanied-Children-12-%E2%80%93-15-years-accessing-Specialist-Homelessness-Services-SHSJUNEv2.pdf>

<sup>17</sup> For more information refer to the Child Safe Standards and resources from the NSW Office of the Children's Guardian - <https://www.kidsguardian.nsw.gov.au/child-safe-organisations>

## 7.2 Homeless Youth Assistance Program (HYAP)

Unaccompanied children aged 12-15 years are eligible for support by an SHS provider specifically funded to support children aged 12-15 years through the Homeless Youth Assistance Program (HYAP).

- The [Unaccompanied Children and Young People 12-15 Years Accessing Specialist Homelessness Services Policy](#)<sup>18</sup> sets out roles and responsibilities for DCJ, SHS providers, funded service providers (Homeless Youth Assistance Program – HYAP), and the broader service system for children and young people.
- The 'Protocol for responding to unaccompanied children and young people 12-15 years of age who are homeless or at risk of homelessness' sets out the District level local arrangements for how agencies will work together, including DCJ Districts, local SHS, HYAP providers, child youth and family services.
- The protocols clarify case management responsibilities, duty of care responsibilities, response timeframes and relevant business processes and provides a framework within which services can work together to improve outcomes for this client group.

Where a Service Specification includes reference to the provision of 'Homeless Youth Assistance Program (HYAP)' services, the following guideline applies.

Specialised services targeted to homeless and at risk of homelessness young people aged 12-15 years are required to deliver services in a manner consistent with the [Homeless Youth Assistance Program \(HYAP\) Service Delivery Framework](#).

The key objectives of HYAP services include:

- Rebuilding family, kin and cultural connections and working towards family reconnection, where appropriate
- Engaging the child/young person with education or training
- Providing access to mainstream health, mental health and wellbeing services
- Engaging the child/young person with the broader community to build knowledge, a sense of belonging and which will support their development of age appropriate living skills
- Facilitating transitions to longer-term supported accommodation, when family reconnection is not achievable.

General requirements of HYAP services are to:

- Ensure the safety and wellbeing of the children and young people
- Deliver client-centred services
- Deliver strengths-based case management approaches
- Deliver trauma-informed services
- Deliver wrap-around services
- Delivery services that recognise the importance of continuity of care.

The safety and wellbeing of unaccompanied children and young people receiving assistance from HYAP providers is the paramount consideration.

It is an SHS program expectation that HYAP services must strive towards being child safe organisations. For an organisation to be child safe it must value, respect and welcome children and provide safe, nurturing environments to protect them from harm. Child safe policies and practice should be developed to reduce potential risks, including the risk of loss of identity for Aboriginal and Torres Strait Islander children.

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<sup>18</sup> As at the date of publishing, work is underway to revise and update the policy. It is anticipated that this work will be completed by June 2021.

The Office of the Children’s Guardian (OCG) has released a report on the proposed key elements of a child safe regulatory model in NSW that can be found at <https://www.kidsguardian.nsw.gov.au/about-us/news/new-report-outlines-key-elements-of-a-child-safe-regulatory-model-in-nsw>.

It is an SHS program expectation that HYAP services will undertake additional outcomes monitoring using the HYAP Client Outcomes Tool.

Unaccompanied children under the age of 12 years are not eligible for support under the SHS program.

DCJ will be working with providers to implement findings from the HYAP evaluation.

### 7.3 Youth Crisis Accommodation Enhancement (YCAE)

Where an HSA includes reference to the provision of Youth Crisis Accommodation Enhancement, the service provider will provide an enhanced response for young people who are experiencing homelessness or at risk of homelessness, to enable access to crisis accommodation and support 24 hours, 7 days a week.

The Service will ensure that crisis accommodation provided to young persons through YCAE funding includes:

- 24/7 staffing of the crisis accommodation, with staff sleepover
- early intervention and outreach support capacity, where possible.

YCAE funding cannot be used to purchase properties.

### 7.4 Domestic and Family Violence Response Enhancement (DVRE)

Where an HSA includes reference to DVRE services, this is the provision of after-hours support and accommodation for women, with or without children, who are experiencing or at risk of homelessness as a result of domestic and family violence

The DVRE funding must be used as a priority to enhance services to clients after hours and ensure after-hours intake and support for new clients, including both the provision of accommodation and support. After-hours intake and support will include provision of risk assessment, safety planning, monitoring and case management services for all clients.

Services delivered through DVRE must be fully accessible to all people regardless of Aboriginality, cultural or linguistic background, disability, mental health, sexual orientation and caring responsibilities. Aboriginal people are identified as a particular priority target client group for this support.

Where a HSA includes reference to the provision of DVRE, the service provider is required to ensure program availability for the nominated number of clients.

#### **Headleasing properties**

DVRE funding can be used to headlease suitable properties from the private rental market in collaboration with a Community Housing Provider (CHP).

Where this Service determines that funding will be used for headleasing properties from the private market, the following is required:

- Properties should be as close as possible to refuges that are already operated by the provider. This is to ensure that support can easily be provided to these additional properties.
- The service will be responsible for providing support to women and their children accommodated in the headleased properties.
- If the provider is not already a Tier 1 or 2 registered CHP, the service will be required to work in partnership with one. Headleased properties will be leased through the CHP who will deliver tenancy



and property management services. The CHP will be responsible for all property outgoings. The tenant will be responsible for all related outgoings such as electricity, gas, water usage or any other charges.

- Any clients placed in the headleased properties must be fully supported by the service.

Where a service provider purchases Temporary Accommodation for after-hours access from motels, hotels, caravan parks or other appropriate sources, either on a per bed-night or up-front guaranteed access basis, all arrangements must be formally documented, offer value for money, and should be able to demonstrate how they have used these facilities if audited.

This accommodation resource should be in addition to DCJ Temporary Accommodation, and clients should be referred to DCJ and Link2home as soon as appropriate and supported to access the full range of housing assistance they may be eligible for.

### **Other requirements**

- Enhancement funding for this Service is to be used to provide short term crisis accommodation or transitional accommodation.
- Private head-lease properties will only be sourced via a lease arrangement with a registered CHP. The service provider will be responsible for payment of utilities (electricity, water, gas).
- Clients will not be charged more than 25% of income, plus Commonwealth Rent Assistance as rent. For clients with an income, a contribution to utilities may be negotiated.
- Furniture and other items required to support clients to use a nominated property (e.g. linen, crockery, etc.) may be provided.
- Service Providers must ensure that the use of nominated properties complies with all Local Government and State Government regulations.
- No additional Government owned or funded properties are provided for DVRE under this Agreement. DVRE funding cannot be used to purchase properties.

### **Duty of Care**

As with existing SHS services, ensuring the safety and wellbeing of women with or without children, escaping domestic and violence is the paramount consideration for service providers. Where an accommodation response is required:

- Services must be staffed with appropriate staff-to-client ratios
- Services must be staffed with appropriately qualified staff with up-to-date DFV training
- Services which are provided to women with children are to be, or be working towards becoming Child Safe Organisations
- Services which are provided to women with children must employ staff with a cleared Working With Children Check
- Accommodation must be safe and secure.

### **Brokerage**

DVRE funding can be used to apply a flexible brokerage model to support purchase of temporary accommodation where necessary, support the use of additional properties the provider may own or have access to not already part of a SHS contribution, additional specialist support, and emergency purchases on behalf of clients after hours and in absence of access to income or safe access to other personal resources, in line with the SHS Brokerage Guidelines.

## 8. Workforce and industry development strategy

DCJ funds the Industry Partnership (IP) to develop strategies and undertake activities and training to support SHS sector and workforce development.

The IP is made of the three homelessness peaks Homelessness NSW, DVNSW and Yfoundations. The contract with the IP managed by DCJ Strategy, Policy and Commissioning (SPC).

It is an SHS Program expectation that funded SHS services will contribute to the development of these sector strategies through available opportunities to provide input or feedback.

SHS providers can access training or other forms of professional or organisational development, as delivered by the IP.

Further information about the Industry Partnership is available from:

<https://www.homelessnessnsw.org.au/industry-partnership>.

### 8.1 Learning and Development Framework

The NSW SHS Learning and Development Framework has made available a large variety of face-to-face, online and in-house learning opportunities.

Courses are fully subsidised by the [Department of Communities and Justice](#) for SHS workers and have been tailored especially for the homelessness sector, with reference to the [SHS Workforce Capability Framework](#).

For an overview of everything that is available, refer to the full [SHS Learning and Development Framework](#).

### 8.2 SHS program casework and specialised areas of practice

It is expected that SHS providers will ensure that they apply and maintain appropriate industry and professional standards relating to good practice in casework.

It is the responsibility of SHS providers to ensure their services are aware of, and incorporate evidence and knowledge relating to practice with people with complex support needs within their service delivery.

Practice guides will be produced by the IP and available online.



## 9. Monitoring and Performance

### 9.1 Monitoring of outputs and outcomes

Monitoring the overall performance of the SHS Program determines whether the program is appropriately targeted and that Program outputs and outcomes are being achieved (for more detail on reporting requirements, refer to section 11).

Data is collected and reported on for a number of purposes, including:

- To meet reporting obligations under national agreements (see section 11)
- To monitor how well the SHS Program is responding to the needs of people who are experiencing homelessness or who are at risk of homelessness
- To monitor whether SHS providers are meeting their contract obligations (targets and outputs), and to improve performance where appropriate
- To monitor the effectiveness of SHS providers in achieving outcomes for people accessing their services, and informing continual practice and service improvement

Client information recorded in CIMS (and other approved equivalent systems) will be used to understand the performance of the sector against the National Performance Indicators outlined in the NHHA, including:

- Proportion of daily requests to SHS where people are unassisted
- Proportion of SHS clients experiencing repeated episodes of homelessness
- Proportion of SHS clients who established long-term accommodation
- Proportion of SHS clients referred who sustained their long-term accommodation
- Proportion of SHS clients enrolled in education during the period of assistance
- Proportion of SHS clients entering the labour force during the period of assistance

#### 9.1.1 SHS Program Outcomes

**Note: This section is a placeholder for the SHS Outcomes Framework that is still in development.**

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

Following an extensive industry consultation process in May and June 2018, a draft set of client outcome indicators was identified. An SHS Outcomes Framework Blueprint that identified measures and tools for collecting outcomes data, was piloted between February and July 2019.

Consultation with the sector on the SHS Outcomes Framework will progress in early 2021 with a final release prior to new contract terms commencing. The SHS Outcomes Framework will then be progressively implemented and tested, according to relevant milestones within the HSA.

The SHS Outcomes Framework outlines the key outcome data sources and processes for collecting, reporting and using data to put client outcomes and the centre of contracting and commissioning.

During the contract term, the SHS Outcomes Framework will be progressively implemented and tested according to milestones within the HSA. These outcomes, and the measurement tools and process, may change as understanding of their robustness and usefulness increases and subject to further development and testing.

Table 5 outlines the SHS outcomes and indicators across several domains that are mapped to the HSOF.

**Table 5. SHS Program Outcome and Indicators**

Human Services Outcomes Framework Domain	SHS Program Outcome	Indicator
<b>Safety</b>	Clients feel safer	Proportion of SHS clients that report they feel safer since engaging with the service
	Clients make progress addressing their safety needs	Proportion of SHS clients with demonstrated progress in addressing their individual safety needs/goals related to: <ul style="list-style-type: none"> <li>Engaging with services to address safety risks</li> <li>Improving knowledge and skills to remain safer</li> <li>Increasing options to remain safer</li> </ul>
<b>Housing</b>	Clients make progress addressing their housing needs	Proportion of SHS clients with demonstrated progress in addressing their housing needs/goals related to: <ul style="list-style-type: none"> <li>Improving knowledge of housing options</li> <li>Improving skills to find and maintain suitable housing</li> <li>Completing actions to maximise housing opportunities</li> <li>Transitioning to safer, more stable living arrangements (return to home, transitional accommodation, tenancy)</li> </ul>
		Proportion of SHS clients presenting as homeless that are housed at the end of the support period <sup>19</sup>
	Clients sustain their tenancy	Proportion of SHS clients who receive tenancy support from SHS that sustain their tenancy or other accommodation for the support period, covering: <ul style="list-style-type: none"> <li>Early or crisis intervention to sustain an existing tenancy</li> <li>Post-crisis support to sustain a new tenancy</li> </ul>
		Proportion of SHS clients who are housed at the end of the support period <sup>20</sup>
<b>Wellbeing</b>	Clients have improved personal wellbeing	Proportion of SHS clients with improved personal wellbeing
	Clients have improved capacity to tackle future challenges	Proportion of SHS clients with demonstrated progress in achieving their goals in relation to: <ul style="list-style-type: none"> <li>Improved engagement with health services</li> <li>Improved relationship with family &amp; support networks</li> <li>Improved connection to community</li> <li>Improved connection to education &amp; employment.</li> </ul>

## 9.2 Contract management

Each SHS provider is required to work with the DCJ District Contract Manager in Commissioning & Planning, guided by the DCJ Funded Contract Management Framework (FCMF). This is explained in the [funded contract management overview](#) available on the DCJ website.

Contract managers will monitor the performance of service providers to:

- Verify they are meeting the performance requirement agreed in the contract
- Ensure they are capable of addressing the needs of clients and delivering the agreed outcomes
- Confirm they have the ongoing capacity and capability to deliver stable, uninterrupted services at the level of quality specified in these specifications

Performance monitoring will include regular monitoring, annual assessments and contract assurance health checks as required across the domains of governance, financial management and service delivery.

<sup>19</sup> This client outcome is primarily monitored at 'shared service-system' due to limited capacity for SHS to directly influence housing availability.

<sup>20</sup> This client outcome is primarily monitored at 'shared service-system' due to limited capacity for SHS to directly influence housing availability.

Regular monitoring will include contract management discussions set at regular intervals with the contract manager e.g. quarterly.

### 9.2.1 Client Targets

One of the measures prescribed in the HSA is a provider 'minimum client target number'. The HSA also specifies other targets, where applicable, which can include a combination of the following:

- People who are at risk of homelessness
- People experiencing homelessness
- Age
- Gender
- Family grouping
- Location (LGA or State-wide)

These targets ensure that the intended SHS program scope, mix of service types and client prioritisation is maintained in each District.

DCJ acknowledges that SHS providers cannot necessarily control who will present or be referred to their service, and that it is a program principle that anyone attending an SHS will receive a level of support where appropriate. This may have an impact on achieving targets specified in the HSA. As such, it is important that SHS providers work to achieve the targets articulated in the HSA. DCJ encourages providers that are experiencing significant difficulties in meeting these targets, or who identify a significant change of local need, to discuss this with their DCJ contract managers.

## 10. Program Governance

Governance is critical for the SHS program. Each SHS provider will have governance arrangements within their organisation and are required to meet governance requirements with DCJ. Governance allows SHS providers opportunities to escalate system-wide issues to DCJ and can be used to identify District-specific solutions.

### 10.1 Program Management

The program management function within DCJ will be performed by Strategy, Policy and Commissioning (SPC). The Directorate will report into the DCJ Housing and Homelessness Steering Committee, which is chaired at Deputy Secretary level.

### 10.2 Program Steering Committee

DCJ will convene a Program Steering Committee to oversee all locations and ensure a continuous improvement approach to the delivery of the program. This group will reflect on program performance and discuss updates provided by the Program Delivery Group.

This group will work collaboratively to resolve issues that may escalate from the Program Delivery Group.

This group will provide recommendations back to the Program Delivery Group where additional advice is needed, where strategic input is required.

This group will include:

- Executive Director, Strategy, Policy and Commissioning, DCJ
- Deputy Secretary, Southern HDDSEM, DCJ
- Directors, Commissioning and Planning DCJ / Directors Housing (A representative from regional and metro areas for both C&P and Housing)
- Housing Statewide Services, DCJ

- Peak representative/s – Homelessness NSW, DVNSW, YFoundations and other Aboriginal specific peak.

These meetings will be held quarterly and will align with the program's quarterly reporting cycle. Frequency of meetings may change over the contract term.

### 10.3 District Governance Group

The structure of the District Governance Group may look different across NSW, it should be developed for a local context. The District Governance Group may utilise an existing local governance group that may be fit for purpose, such as the District Homelessness Implementation Groups (DHIGs).

This group will work collaboratively to resolve program implementation issues, risks, challenges and consider practice principles and how they are applied when supporting clients in the program.

The District Governance Group may consider local service system coordination, collaboration and support local program decision making.

Issues which require further strategic input and consideration should be escalated to the Program Steering Committee.

The District Governance Group will complete a template for submission to the Program Steering Committee that will flag issues that need further consideration.

These meetings will be held quarterly and will align with the program's quarterly reporting cycle.

Membership of the group will comprise the following:

- A senior level representative from each SHS
- DCJ Commissioning and Planning representative
- Aboriginal representative

SHS providers should decide how their local District Governance Group will be formed, for example one district wide group or a provider specific group.

## 11. Client Data Collection

This section of the Program Specifications outlines the National SHS Data Collection, Client Data Collection Systems and Client consent.

### 11.1 National SHS Data Collection

SHS providers are required to meet the data collection and reporting requirements related to the National SHS Data Collection.

SHS providers must fulfil all requirements of the national SHS Data Collection, including the submission of de-identified data from people accessing the SHS program to the Australian Institute of Health and Welfare (AIHW).

The AIHW in conjunction with State and Territory Governments, has developed a national SHS Data Collection, which contains three elements:

1. A National Minimum Data Set (NMDS) to provide quality information about people who are at risk of or are experiencing homelessness and who seek or receive services from SHS
2. The secure web portal [Validata™](#)
3. An administrative database called the Specialist Homelessness Establishments Database (SHED)

SHS providers are required to submit data to the AIHW each month using Validata™. For more information on this process, please refer to AIHW and the SHS Validata™ manual. (<https://www.aihw.gov.au/about->

[our-data/our-data-collections/specialist-homelessness-services-collection/specialist-homelessness-online-reporting\)](#)

The AIHW produces statistical summaries of SHS data at 3, 6, 9 and 12 months. There are available at state and service provider level. An annual SHS report is also released by AIHW in December each year, with data available at national and state level.

## 11.2 Recording clients

The SHS Program is targeted to persons who are experiencing homelessness, or who are at risk of homelessness.

Only persons meeting these criteria may be recorded as SHS clients for the purposes of reporting under the SHS National Data Collection, or against SHS program service delivery targets in the HSA.

SHS providers may from time to time undertake activities such as awareness raising, information, education, training programs or events in the community, schools or other locations.

However, only participants in these activities who meet the criteria of experiencing homelessness or being at risk of homelessness, may be considered as SHS clients.

Simply participating in an SHS organised activity, event or program does not make a person eligible to be counted as an SHS client.

## 11.3 Client Data Collection Systems and consent

### 11.3.1 Client Information Management System (CIMS)

To support the SHS Program to capture all necessary data to comply with the National Data Collection (see 12.1), DCJ makes an online client information management system (CIMS) available for use by all SHS services<sup>21</sup>. It is an SHS Program requirement that all SHS providers use CIMS (or other equivalent data system approved for use by DCJ/AIHW section 11.3.2).

In addition to capturing all necessary data, CIMS is used for the following purposes:

- Hosting the Vacancy Management System (VMS) – all providers are required to record and maintain their VMS listing (see section 12.5.2)
- Incorporating the SHS Common Assessment tool (see section 6.2) – providers with approved equivalent data systems will use their own assessment tool.

The SHS Program Outcomes Framework will also be built into CIMS (or approved equivalent systems) to support the integration of outcomes measurement within standard practice, and where possible reduce any administrative burden.

CIMS contains a number of other useful features and functions that SHS providers may choose to use, although it is not compulsory. Some of these include:

- Ensuring that information is recorded to meet reporting requirements on time
- Generating reports for individual workgroup and service level data.
- Tracking Brokerage expenditure for individual clients
- Enabling SHS client data to be searched and shared in real time across all NSW SHS providers (subject to consent and legislative requirements)

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<sup>21</sup> CIMS e-learning modules are available on the [Learning and Development platform](#)

- An Interface with the HSNet e-referral system to allow referrals to be sent to HSNet providers, if this functionality is switched on for the CIMS workgroup (CIMS and HSNet are both developed by the parent company)
- Tools for client case management and goal setting.

### 11.3.2 SHS providers not using CIMS

Where an SHS Provider chooses not to use CIMS as their Client Management System (CMS), the alternate system must be approved<sup>22</sup>.

The alternate system must support the collection and reporting of service data outlined in Sections 11 and 12. The SHS Outcomes Framework will need to be built into this system. .

### 11.3.3 Client information and consent

Data on individual clients must be managed according to the *NSW Privacy and Personal Information Protection Act (1998)*<sup>23</sup>. Client consent is sought for:

1. Making client information available for 'state-wide search' within the SHS CIMS online database
2. The provision of information to another agency to support a referral for service
3. Collection and submission of data to AIHW in line with the relevant privacy provisions of the Commonwealth *Privacy Act 1998*<sup>24</sup>.

If an SHS Provider is using the VI-SPDAT and entering this into the By-Name List, the SHS Provider will need to complete the separate By Name List consent process.

Referrals from Link2Home have a consent process that is adhered to.

## 11.4 Demographic information

There are a number of pieces of demographic information that is captured in CIMS including:

Demographic information in CIMS
Sex <ul style="list-style-type: none"> <li>• Male</li> <li>• Female</li> <li>• Other</li> </ul>
Household/Family Type (Living arrangements) <ul style="list-style-type: none"> <li>• Lone Person</li> <li>• One Parent with child/(ren)</li> <li>• Couple with child/(ren)</li> <li>• Couples without child/(ren)</li> <li>• Other family</li> <li>• Group</li> </ul>
Age group <ul style="list-style-type: none"> <li>• &lt;16</li> <li>• 16-24</li> <li>• 25-54</li> <li>• 55+</li> </ul>
Cultural tab within CIMS <ul style="list-style-type: none"> <li>• Indigenous status - Aboriginal / Torres Strait Islander / Both / Neither</li> <li>• Country of Birth</li> </ul>

<sup>22</sup> The list of approved client management systems and details on approval is available here - <https://www.aihw.gov.au/about-our-data/our-data-collections/specialist-homelessness-services-1/approved-client-management-systems>



- Main language spoken at home
- Culturally and Linguistically Diverse flag

#### LGBTQI tab within CIMS

- Client's gender identify – Male / Female / Non-binary / Prefer not to say / Different identity (able to describe further, as required)
- Client's sexuality - Lesbian, gay or homosexual / Straight or heterosexual / Bi-sexual / Queer / Prefer not to say / Different identity (able to describe further, as required)
- Trans or gender diverse experience – Yes / No / Prefer not to say
- Variation of sex characteristics (intersex) - Yes / No / Prefer not to say

There is capability within the system to identify whether a person has one or more specialised support needs, such as:

- Mental health
- Alcohol and Other Drugs
- Post-incarceration
- Domestic & Family Violence
- Leaving Care
- Disability (e.g. whether client needs help/supervision in self care, mobility or communication or identify a need for physical disability services or Intellectual disability services)

## 12. Notified policies and standards

SHS Providers are required to appropriately reflect the policies, procedures, process and practices listed below, in the delivery of their services.

These notified policies and standards may be updated, amended and replaced from time to time, or new documents added as necessary.

SHS providers will be notified if and when changes are made. It is the responsibility of SHS providers to ensure the organisation maintains up to date knowledge of these notified policies and standards.

### 12.1 Brokerage assistance

Brokerage can be an important tool for achieving positive housing outcomes for people accessing SHS.

Brokerage assistance may be managed at an individual provider level, or a number of SHS providers may establish a collaborative process for assessing brokerage applications and approving expenditure.

Where collaborative brokerage assessment and approval processes are in place, the SHS provider from whose funding the brokerage expenditure occurs, is responsible for record keeping and acquittal of any expenditure related to the brokerage assistance. This acquittal should form part of the annual acquittal process.

Brokerage assistance from SHS Program funds can only be provided to a person who:

- Is currently accessing an SHS
- Has a current support plan in place
- Is also receiving non-brokerage support from the SHS provider.

Brokerage assistance can only be provided where:

- Funds are only used for goals directly related to sustaining housing and/or preventing homelessness, and
- Implementing the agreed support plan actions requires particular goods and services which

- The client is unable to directly access
- The SHS service is unable to provide from other program resources
- The SHS service is unable to access from other services/agencies
- And where the cost for the client of these good and services within the timeframe required is not affordable

Brokerage assistance is not available for:

- Goods or services that are provided free as part of a service or program the client is eligible for with another organisation or agency (e.g. Medicare bulk billing, DCJ rental housing assistance products, employment service supports, etc.)
- Rental arrears for social housing, which can be addressed through a payment plan with the housing provider
- Ongoing assistance with debts
- Personal debts repayable through a Work Development Order (WDO)
- Discretionary items not essential to achieving support plan goals.

'Emergency assistance' from SHS brokerage funds that is not linked to a support plan, may only be provided in situations where an urgent response is required, and must be:

- 'One-off' for any client, and must be less than \$500
- Be for essential needs such as food or to forestall imminent homelessness

Money is not to be issued directly as part of a brokerage or emergency assistance response. The SHS provider must organise payment for goods or services directly with the relevant supplier.

All SHS providers should consider the following issues in determining their agency's brokerage policies, procedures and brokerage budgets:

- The target number of clients to be supported over the contract period
- Mechanisms to equitably manage brokerage across the SHS client portfolio through agency determined:
- Limitations on the range of goods and services that may be supported
- Assistance 'caps' with respect to each request or number or requests to assist in rationing funds
- The availability of goods and services in the local area which can be procured without the use of brokerage funding
- The availability of goods and services in the local area which have consistently required the use of brokerage funding to achieve sustainable client outcomes
- The capacity of individual clients to repay part or all brokerage funding received.

It is a DCJ requirement that SHS providers keep auditable records of all brokerage approvals, expenditure, and funds recoveries, including:

- The identity of the worker who requisitioned the brokerage and the approver
- Identification of the client who received the brokerage
- The support plan activity and goal being supported
- The goods or services to be purchased
- Support plan records of the contribution brokerage expenditure made to achieving the relevant support plan goal
- Auditable records of purchase orders, invoices, receipts, remittance advices, credit card statements, or vouchers linked to each brokerage approval
- Auditable records of any brokerage expenditure recovered through repayments, refunds, re-sale of items purchased, etc.
- An itemised statement of overall brokerage expenditure in a financial year that can be reported as part of acquittal reporting through the DCJ Funded Contract Management Framework (FCMF).



## 12.2 Subcontract arrangements

For our purposes, subcontracting is when a service provider uses the department's funds to pay a third party — whether an organisation or an individual — to fulfil part or all of the services we have contracted the service provider to deliver.

To comply with the terms and conditions of the contract with us, the service provider must not subcontract any part or all of the services without our prior written consent. (This is stated in clause 6.3 of the Human Services Agreement – Standard Terms.)

The service provider may apply for our consent to subcontract in two ways:

1. as part of the procurement process (tender proposal); or
2. at any time during the term of the contract using the DCJ application form.

Subcontracting without our prior written consent may result in termination of the contract with us. If we grant consent to subcontract, the service provider will be subject to additional responsibilities and obligations. For these reasons, it's important that the service provider obtains independent legal advice, carries out the necessary due diligence, and informs us of their intentions in advance.

Consent to subcontract is generally given for the term of the contract.

Where DCJ has given written consent, the service provider (lead provider as listed in the HSA) is considered to be the 'Prime Contractor'.

DCJ has a legal/contractual relationship only with a Prime Contractor.

There are three arrangements DCJ considers to be subcontracting:

- A consortium, where a service provider has a contract with one or more third parties to deliver all or part of the contracted services.
- A fee-for-service arrangement, where regularly or from time to time a service provider uses purchase orders to buy services from one or more third parties to deliver all or part of the contracted services.
- A labour-hire arrangement where a service provider hires contractors, either directly or through a third party — full time, part time or casually — to deliver any aspect of the contracted services.

Where a Prime Contractor wishes to terminate or substantially vary a subcontracting arrangement from that which was approved by DCJ, it will be necessary for DCJ to conduct a due diligence assessment to determine whether the Prime Contractor has:

- Managed the subcontract in accordance with clauses 6.3 of the Human Services Agreement – Standard Terms
- Continues to have the capability to deliver the contracted services in full, and that there will be no service interruption resulting from the change in subcontracting arrangements. In the event that DCJ is not so satisfied, this adverse assessment may trigger a retendering of the contract.

DCJ must be notified in advance of any proposed change in subcontracting arrangements to allow a due diligence assessment to be undertaken.

DCJ has no role in the resolution of disputes between a Prime Contractor and a Subcontractor, other than to assess any impact the dispute may have on the delivery of the funded services, and any reputational damage that may impact on the SHS Program more generally.

The term '**joint working arrangement**' doesn't have a set legal definition. The term is generally used to describe the arrangement where two or more organisations work together for a common purpose.

Joint working arrangements provide a mechanism for collaboration and service delivery between organisations in the sector, whether or not the organisations are contracted by the department. The purpose of the arrangement may be anything from an informal alliance for sharing information, through to a consortium established to tender for a project or services.

There are different approaches to working together, with different levels of collaboration. The nature of the arrangement depends on the needs of each of the organisations involved and, if contracted by the department, the outcomes to be achieved for our clients.

It's understandable that service providers may choose to enter into a joint working arrangement because of the benefits. By sharing workload and resources, organisations can lower overheads and enable more funding to be directed to frontline service delivery.

By working together, organisations can:

- improve their overall capacity, capabilities and geographical reach
- achieve better outcomes for beneficiaries: the organisations themselves, their clients and the sector in general.

While we support joint working arrangements that help achieve better outcomes for our clients, it's important the arrangements don't pose a risk to service delivery.

Whether service providers are required to notify us of a joint working arrangement depends on the terms and conditions of our contract.

One example is if the joint working arrangement is for the purposes of subcontracting.

Under the terms and conditions of the contract with us, you must obtain our consent to subcontract before entering into the arrangement

Please refer to the policies on the Department of Communities and Justice website for further information about what constitutes a joint working arrangement and sub-contracting and the related responsibilities and obligations for service providers.

## 12.3 Co-Contributions

Co-contributions reflect property, financial and other non-financial commitments offered for inclusion in services by providers and/or third parties.

Listed in Attachment 3 of the HSA (Co-contributions Schedule), they form part of the contracted service's delivery requirements, for the duration of the contract.

### **Co-contributions Principles**

Providers are accountable for the continued provision of committed co-contributions, and within reason, are expected to maintain their availability for the service where it is viable to do so.

This includes non-government properties contributed for provision of accommodation for the service's clients. At times co-contributed properties may change or become unavailable for future commitment. In the event this occurs, for example, due to a third party changing its usage or selling the property, it is anticipated the provider will make every reasonable effort to replace the property and/or bedroom allocation.

Co-contributions are able to be reviewed and change proposed for consideration with DCJ, where it is believed the co-contribution is no longer available, or of value to the service. DCJ recognises that third party arrangements especially may not always be available for continued contribution (e.g. donations or philanthropic funding commitments; other contributions such as volunteers, office space for meetings, etc.) that have been donated in the past but are no longer being offered for use by the service.

## Assessment and acquittal of co-contributions

Only funds paid by DCJ and any direct income generated by the contract needs to be acquitted. NGO funding contributions such as a provider's own funds, or donations from other organisations, do not need to be acquitted.

DCJ has the option of dealing with any unspent funds identified at the end of a financial year in accordance with the Agreement for Funding of Services – Standard Terms and Schedule. DCJ may not be able to differentiate unspent funds directly attributable to DCJ funds, if co-contributed funding or donations are included in the acquitting of funds.

The following links provide further guidance if required:

- For service providers: <https://www.facs.nsw.gov.au/providers/funded/resources/annual-accountability>
- For contract managers: <https://intranet.facs.nsw.gov.au/about-facs/divisions/commissioning/working-with-our-partners/funded-contract-management-framework/annual-accountability>

## 12.4 Assertive outreach

Where a Service Specification includes reference to the provision of 'Assertive outreach' the following guideline applies.

Assertive outreach involves delivering persistent and purposeful street-based outreach to persons who are experiencing street homelessness. The NSW Government adopts the definition of street homelessness set out in the ['Global Framework for Understanding and Measuring Homelessness'](#) (Institute of Global Homelessness). The definition includes:

- people sleeping in the streets or other open spaces (such as parks, railway embankments, under bridges, on pavement, on river banks, in forests, etc.)
- people sleeping in public roofed spaces or buildings that not intended for human habitation (such as bus and railway stations, taxi ranks, derelict buildings, public buildings, etc.)
- people sleeping in their cars, or other forms of transport
- individuals or households who live on the street in a regular spot, with some form of makeshift cover.

Assertive outreach involves actively approaching people experiencing street homelessness with the intention of offering supports related to service provision and/or to establish engagement. Such engagement is not time limited and may require frequent and sustained effort to establish and build rapport, and monitor wellbeing.

Initially assertive outreach support is provided where the client is – responding directly and immediately to a persons' needs by bringing services to them with the focus on prevention of harms associated with street homelessness, rather than focussing on the prevention of street sleeping itself, in addition to offering accommodation solutions. A harm reduction approach aims to reduce the adverse effects of living outdoors, while working towards improved health and housing outcomes. Ending street homelessness, however, remains a goal and temporary accommodation options should be sourced to enable more intensive support to be provided leading to sustainable housing.

Assertive outreach is distinguished by delivering required services in an integrated response in partnership with a range of services.

An assertive outreach practice will be characterised by:

- A focus on client needs
- Flexible engagement
- Individual choice and involvement.

The [SHS Assertive Outreach Good Practice Guidelines](#) prepared by Homelessness NSW are available at this hyperlink.

## 12.5 Housing related policies and standards

### 12.5.1 Critical incident protocols

When a critical incident occurs in SHS accommodation, providers need to report the details of the incident and the actions taken in response to the incident. The purpose of reviewing these incidents is to learn, explore new risk mitigation processes, and update any relevant policy or procedures. Critical incidents include but are not limited to:

- Death of a client in SHS accommodation
- Serious incapacity of a client in SHS accommodation, rendering a client incapable of communication/self-advocacy (e.g. stroke)
- Serious assault against or by a person within SHS accommodation or an SHS service
- An incident of serious harm against a child or young person under the age of 16 within SHS accommodation or an SHS service
- Major property damage rendering the building unsafe or uninhabitable.

#### **Protocol**

When an incident is first discovered, providers should contact 000 if the incident is an emergency. Providers should first make sure that everyone is safe, including staff and people accessing the service. Then, following their own policies on managing incidents, providers should make a report to the relevant authority such as police or lodge a Mandatory Report of Significant Harm (ROSH) report in case of child or young person immediately.

When it is feasible, providers should advise their DCJ Commissioning and Planning Officer that a critical incident has occurred and outline as much detail as possible.

Staff affected by the incident should be offered counselling services and support.

In event of a death or serious incapacity, services should work with Police to contact the next of kin or the Public Trustee/Guardian and store any personal belongings.

In the event of a critical incident involving a property (e.g. fire, structural failure, flood, storm, etc.) the SHS is required to, as soon as is practical:

- Contact the Housing Contact Centre if it is the lessee,
- Contact the community housing provider, if it is in partnership with one.

The relevant property manager should then implement appropriate protocols to ensure the safety of people accessing the service, staff and neighbours as well as secure the property.

### 12.5.2 Minimising Service and Accommodation Vacancies

It is important for the SHS system to respond as efficiently as possible to overall demand for both SHS accommodation support and for case-management support. This encompasses both crisis accommodation and longer term options including transitional housing.

In order to provide assistance to clients in the shortest possible timeframe, it is important that available options for accommodation or case-management support are not left underutilised as a result of poor information about where vacancies exist within the SHS system.

It is an SHS Program requirement that all SHS providers update service vacancy information in the SHS Vacancy Management System on a daily (workday) basis.

This is also applicable for DVRE accommodation services.

Further information on the process of updating the SHS Vacancy Management System can be found at:

<https://www.DCJ.nsw.gov.au/providers/homelessness-services/resources/tools/chapters/vacancy-management-system>.

### 12.5.3 Link2Home and Temporary Accommodation

#### **Link2Home**

Link2Home is a state-wide telephone service providing information, assessment and referral to specialist homelessness services, temporary accommodation and other appropriate services for people who are experiencing homelessness or who are at risk of homelessness.

From 9am to 10pm daily, Link2home provides callers with information, assessments and referrals to homelessness support and accommodation services across NSW. Between the hours of 10 at night and 9 in the morning, Link2home provides information and assessment only and will refer people to emergency services if required.

Callers to Link2home will receive one or more of the following:

- information about local services
- an assessment to determine what kind of help is needed
- referral to appropriate specialist homelessness services (SHS), support services, temporary accommodation and/or other services.

Link2home also provides information about homelessness services across NSW to SHS providers and homelessness advocates acting on behalf of clients.

SHS providers can expect to receive referrals from Link2Home. This may be for accommodation and support, or support only depending on the delivery model and availability.

#### **Temporary Accommodation**

If a person can demonstrate that they have nowhere safe to stay for the night or are experiencing homelessness, DCJ Housing may offer to pay for a small number of nights of Temporary Accommodation (TA). It is a condition of this assistance that clients are actively looking for other short-term or long-term accommodation.

In some instances, SHS providers work will assist people to:

- access TA by contacting Link2Home or working with local DCJ Housing and SHMT CHP offices
- support people who are in TA to identify short or long-term accommodation

### 12.5.4 Crisis Accommodation

Where a HSA includes reference to the provision of Crisis Accommodation the following guideline applies.

Crisis accommodation is short-term accommodation for people who are experiencing homelessness, often with on-site support and in congregate settings.

The SHS program expectation is that services operating crisis accommodation should be proactively working with clients to secure more stable, longer term accommodation.

DCJ acknowledges that participants may disengage or may come to pose a risk to workers, other clients or the community, and may be required to exit a program before long term plans are established. The expectation is that providers will aim to source alternate accommodation in these scenarios, where possible and safe to do so.

It is an SHS program expectation that all clients in crisis accommodation will have an active support plan towards gaining longer term stable accommodation. It is in the client's interests to move from crisis

accommodation to sustainable independent accommodation within the shortest practicable timeframe, while fully recognising that the transition to independent accommodation may encompass a number of stages and require a period of wrap around support.

Where clients in crisis accommodation have a regular income stream, including Centrelink allowances and pensions, it is appropriate for SHS services to request a contribution towards the cost of food and lodgings.

Inability to pay such a contribution (e.g. no income, debt recovery, medical costs, etc.) must not be used as a reason to exclude eligible clients from SHS support.

Clients should not be exited into homelessness, nor should they be subjected to unnecessary de-stabilisation by being referred to another crisis accommodation service due to lack of longer term options.

### 12.5.5 Transitional Accommodation

Where a HSA includes reference to the provision of 'transitional accommodation' the following guideline applies.

Transitional accommodation is supported independent housing for clients transitioning from homelessness (including crisis accommodation) to longer term independent living. Generally, transitional accommodation will be for up to 18 months. Clients may be housed alone or under a shared tenancy arrangement.

Clients in transitional accommodation will be a tenant of, and have a lease agreement directly with the Community Housing Provider that is responsible for tenant and property management.

Clients will not be charged more than 25% of their income, plus Commonwealth Rent Assistance as rent. For clients with an income, a contribution to utilities may be negotiated and other costs payable by the tenant will be subject to the terms of the lease and in accord with social housing practice and procedure.

The SHS program expectation is that SHS providers supporting transitional accommodation will be proactively working with clients to secure stable, longer term accommodation within 18 months of them commencing their transitional accommodation.

A Memorandum of Understanding between the SHS provider and the CHP may set an upper limit on the total period of occupancy for any individual tenant, of up to 18 months.

Within this overall timeframe the tenant may be offered one or more shorter-term leases.

Accommodation in transitional housing should not extend beyond 18 months unless there is a clear time-limited exit strategy to more permanent accommodation and only a short 'bridging' extension is required.

It is an SHS program expectation that all clients in transitional accommodation will have an active support plan towards gaining ongoing, long term accommodation.

Where suitable alternative accommodation has not been secured in this time period, and the client remains engaged with a goal of independent housing, there should be no exits into homelessness.

DCJ acknowledges that participants may disengage or may come to pose a risk to workers, other clients or the community, and may be required to exit a program before long term plans are established. The expectation is that providers will aim to source alternate accommodation in these scenarios, where possible and safe to do so.

### 12.5.6 Transitional Housing Plus

Transitional Housing Plus (THP) is a form of transitional housing that provides longer-term supported accommodation, linked to training and employment outcomes, for vulnerable young people including



those leaving Out-of-Home care arrangements or Juvenile Justice detention or supervision; and women with children experiencing domestic and family violence who are experiencing homelessness or are at risk of homelessness. It aims to provide housing integrated with support to assist the tenant household to stabilise their lives over a longer tenure period (up to five years). The tenant household will be supported to engage in training and employment opportunities, and will move to independent living arrangements during, or at the end of the five-year period.

Where services work with CHPs and provide support through THP properties, details of relevant properties are included in Attachment 2 of relevant HSAs. The Transitional Housing Plus Guidelines describe the application, referral and support arrangements.

**Note:** The Transitional Housing Plus Guidelines are tabled for revision and updating by DCJ. The updated guidelines will be available on completion.

### 12.5.7 Accommodation charges in SHS Crisis Accommodation

Where a HSA includes reference to the provision of 'crisis accommodation' the following guideline applies.

If a crisis accommodation service collects any form of 'accommodation charge' (e.g. daily 'rent', tariff, bed fee, board, lodgings, meal or laundry fees, contributions, etc.) from people accessing SHS:

- A proper record of monies collected must be maintained
- Clients must be made aware of the purpose for which monies are collected and will be expended
- The expenditure of monies collected must be consistent with and support the delivery of the SHS Program
- A proper record of how the monies collected have been expended must be maintained
- Records of money collected and expended must be available for inspection by DCJ upon request by the Contract Manager.
- Non-payment cannot result in termination of support.

For the purpose of acquitting SHS program funds, however, monies collected from clients as accommodation charges, and how these monies are expended, should not be included in the on-line Income and Expenditure acquittal on the portal, and should not be included in the calculation of 'unexpended funds'.

Where crisis accommodation is a service delivered under Joint Working Arrangement or other sub-contracting agreement, the operator of the crisis accommodation is also required to comply with this guideline. The prime contractor ('Lead') may request any such information they require to satisfy themselves the services are being delivered in accordance with the agreement between the prime and subcontractor, the DCJ contract, and the Program Specifications.

### 12.5.8 Change of use or transferring/exchanging SHS crisis and transitional properties

Where a HSA includes reference to 'crisis properties' or 'transitional properties' the following guideline applies.

Properties made available to SHS will generally be owned by the NSW Land and Housing Corporation (LAHC), and are made available for use by an SHS under:

- A head-lease agreement between LAHC and a registered Community Housing Provider (CHP), and then
- A memorandum of understanding (MOU) between the CHP and the SHS.

Property types are subject to different council zoning requirements which can limit transferring/exchanging options. There may also be building compliance, fire safety and resourcing issues which may constrain the ability to change a property's use.

## **Crisis Properties**

Crisis properties are usually subject to external planning controls such as Local Environmental Plans (LEPs) and require Local Government approval to operate. They may also be subject to specific building regulation regarding fire safety. Crisis properties may also have been purpose built to facilitate group living. Consequently, it is not a simple process to change/swap the use of SHS properties between 'transitional' and 'crisis'.

Changing a property from general residential or 'transitional housing' for use as supported 'crisis accommodation' with group living, requires the approval and negotiation with Local Government, LAHC, and the CHP. Only LAHC, as the owner of the property, could initiate a change of use development application with Council. It would also require changes to be recorded on DCJ and LAHC administrative systems due to different arrangements for funding and financial responsibility between crisis and transitional properties.

While changing a property from 'crisis' to 'transitional' is a simpler process, DCJ would generally not support any reduction in the number of available crisis beds. Consequently arrangements for an alternative 'crisis' property would need to be in place. Additionally, a reduction in the amount of 'crisis' accommodation associated with a service package would trigger a review of the contract due to funding considerations.

A reduction in accommodation in a 'crisis' property, through converting bedrooms to other uses (e.g. offices, common areas), would raise similar concerns regarding loss of crisis beds and funding considerations.

From time to time SHS providers may have a strong case to change the use of part or all of a 'crisis' property to increase or facilitate better client and/or property usage outcomes. Such proposals should be discussed with the District contract manager, for recommendation to the SHS Program Manager.

No physical or operational change to the way a property is used can occur without prior assessment and approval by the NSW LAHC concerning building compliance and fire safety issues.

No transfer or exchange of a 'crisis' property between service packages or SHS providers can occur without prior consultation and approval from the SHS Program Manager (Housing and Homelessness – Strategy, Policy and Commissioning – DCJ). If recommended, the approval of Community Housing and Pathways – Strategy, Policy and Commissioning, Communities and Justice, and the LAHC is required to amend funding and/or property leasing arrangements.

## **Transitional Properties**

Requests to transfer or exchange 'transitional' properties between service packages or to replace one transitional property with another, can be considered on an exceptions basis only and subject to clearly demonstrated merit of the proposal. Reasons for such consideration may be that a property has become unusable (e.g. fire, need of major repair/renovation), the property type/size or potentially location is a particularly poor match for the intended client cohort.

A reduction in accommodation in a 'transitional' property, through converting bedrooms to other uses (e.g. offices, common areas), may raise concerns regarding loss of 'transitional' beds and funding considerations, and potential land use zoning issues.

From time to time SHS providers may have a strong case to change the use of part or all of a 'transitional' property to facilitate better client and/or property usage outcomes. Such proposals should be discussed with the District contract manager, for recommendation to the SHS Program Manager.

There must be no physical or operational change of the way a property is used without the prior assessment and approval by the NSW LAHC concerning building compliance and fire safety issues.

No transfer or exchange of a 'transitional' property between service packages or SHS providers can occur without prior consultation and approval from the SHS Program Manager (Housing and Homelessness – Strategy, Policy and Commissioning – DCJ).



If recommended, the approval of Community Housing and Pathways – Strategy, Policy and Commissioning, DCJ, and the LAHC is required to amend funding and/or property leasing arrangements.

### **Properties head-leased from the private market**

A CHP may be funded by DCJ to head-lease a property from the private market to meet service specifications on behalf of an SHS. In such cases the CHP is responsible for ensuring the property complies with any regulations relating to the intended use, and that the property meets the requirements of funding/service specification (e.g. bedrooms, location, etc.)

While an SHS may negotiate with a CHP over the specific choice of property, any change from the HSA in terms of reduced number of bedrooms, location, or use, requires prior consultation and approval from the SHS Program Manager (Housing and Homelessness – Strategy, Policy and Commissioning – DCJ).

### 12.5.9 Monitoring SHS usage of Transitional Housing properties

Since 2015, SHS providers, who are the lessee of a ‘transitional housing’ property, have been responsible for the responsive and planned maintenance of these properties as per the Asset Management Framework (LAHC, 2018). Rental income from properties is only to be used to manage tenancies as well as to repair, maintain and replace property items. Therefore, it is important that transitional housing stock is used effectively and efficiently with optimal occupancy to ensure:

- maximum availability of transitional accommodation for SHS clients,
- optimal level of rental income in order to appropriately maintain housing stock today and set aside funds for future works.

Where a transitional housing property is vacant for a period of 14 consecutive days, the SHS provider should contact:

- the District SHS contract manager - if the SHS provider is also the lessee of the property
- the Community Housing Provider (CHP) - if the SHS is in partnership with a CHP, as soon as possible and advise of the circumstances of the vacancy, and timeframe for re-occupancy.

CHPs and some larger SHS lessees are required to report on occupancy and turnaround<sup>25</sup> data on a quarterly basis.

### 12.5.10 SHS property transfer resulting from loss of Registered Community Housing Provider status

It is DCJ policy that properties made available to support homelessness services through either allocation from the NSW Land and Housing Corporation stock portfolio, or through private market head-leasing arrangements, must be managed by a Registered Community Housing Provider.

Where the SHS provider and the Registered Community Housing Provider are different legal entities, the arrangement for the use of the property should be governed by a documented agreement.

In the event that the Community Housing Provider holding the head-lease to a property allocated to a SHS provider loses its registration under the *Community Housing Providers (Adoption of National Law) Act 2012 (NSW)*, the head-leases for any allocated properties will be transferred to an alternative Registered Community Housing Provider at the sole discretion of DCJ.

In the event that a Community Housing Provider, which is also the SHS provider, has its registration terminated voluntarily or involuntarily under the *Community Housing Providers (Adoption of National Law) Act 2012 (NSW)*, the following actions will occur:

- DCJ and LAHC will allocate leases and transfer leasing subsidy funding to an alternative Registered Community Housing Provider at their sole discretion.

<sup>25</sup> Turnaround is the period from when a property becomes vacant and is re-tenanted.

### 12.5.11 Social Housing Assistance Policy for Registrable Persons

A registrable person is someone who is on the NSW Child Protection Register convicted of sexual and/or violent offences against young people (under 18 years of age).

The DCJ policy [Social Housing Assistance Policy for Registrable Persons](#) outlines the Housing Pathways Social Housing Sector's role in the provision of housing for persons who are registered on the Child Protection Register.

The policy requires Housing Pathways social housing providers in NSW to provide appropriate housing assistance to eligible registrable persons consistent with the specific requirements identified by the NSW Police Force and Corrective Services NSW, particularly in relation to the most appropriate location for them to reside.

Where appropriate, social housing providers may negotiate with support providers and relevant agencies for the support required to enable a registrable person to sustain their tenancy.

This policy allows for DCJ and Social Housing providers to determine eligibility of Registrable Persons for inclusion on the NSW Housing Register based on specific criteria and advice from NSW Police Force or Corrective Services NSW. Other housing assistance, such as temporary accommodation or private rental assistance, may be offered to the person, where appropriate.

Where a registrable person has been approved for assistance by DCJ or a Social Housing provider for either social housing or other assistance, it is an SHS Program expectation that such persons will receive SHS assessment and support from relevant SHS providers on the same terms as any other person seeking assistance from an SHS.

Any queries regarding a registrable person can be sent to [Registercheck@facs.nsw.gov.au](mailto:Registercheck@facs.nsw.gov.au).



## Agreement for Funding of Services - Schedule Attachment 2 – Property Details

PROPERTY DETAILS	
Contract ID	1-11488755605
Contract Name	Inner City Service for Women With Complex Needs
Lead Provider	B Miles Women's Foundation Inc
District	South Eastern Sydney
DCJ Ref No	HNSW.13.56.10-16

This Service is required to deliver services relating to the below identified properties associated with the Service, in line with the Agreement for Funding of Services – Schedule and Attachment 1 – Specialist Homelessness Services Program Specifications (SHS Program Specifications).

### A1. GOVERNMENT PROPERTIES

Government properties relates to properties that are owned by the NSW Land and Housing Corporation, the Department of Communities and Justice, or other Crown entity.

This Service is associated with NSW Government owned properties as listed below.

Suburb	Property Purpose Crisis/Transitional	Number of Bedrooms	Property and Support, or Support
██████	Transitional	2	Support
██████████	Crisis	4	Property and support
██████████████	Transitional	3	Support
██████	Crisis	6	Support
██████████	Transitional	2	Support

Where this Service is associated with properties listed in the above table, priority must be given to providing support to clients in those properties. However, as outlined in Section 3. Government Properties of the Agreement for Funding of Services – Schedule, support is not limited to being provided in those properties.

#### A1.1 Properties requiring tenancy and property management and delivery of support services (identified as Property and Support)

Where this Service is identified in the table at A1 above as providing 'Property and Support' for a property, the Provider will be the lessee of the related property. The Service will be responsible for delivery of the property and tenancy management services, as well as the delivery of support services associated with the property. The responsibility for maintenance and upgrade costs for the property will be according to each property's lease with the landlord.

Property management agreements are subject to a separate process to this Agreement for Funding of Services – Schedule.

#### A1.2 Properties requiring delivery of support services (identified as Support)

## Agreement for Funding of Services - Schedule

Where this Service is identified in the table at A1 above as providing 'Support' for a property, this Service will be responsible only for the delivery of support services associated with those properties. The Service will work in partnership with a Community Housing Provider (CHP), who will be responsible for delivery of the property and tenancy management services. Together the Service and responsible CHP will co-ordinate delivery of the services associated with the properties identified as 'Support'.

### A1.3 Government funded leasing subsidy properties

Government funded leasing subsidy means funding provided by DCJ to lease a private market property. This Service is associated with properties that are leased on the private market using a subsidy funded by the NSW Government.

Properties leased from the private market are subject to change due to changes in the market or the Provider's decisions about client need and service delivery strategies.

Given the frequency of change that is likely to occur, only the total number of properties leased from the private market for this Service are identified in the table below. This Service has nomination rights over the leasehold properties associated with the Service, and is expected to have an understanding of the actual properties that are included in the total property allocation referenced below (including property addresses and configuration).

<b>Total No. of properties leased on the private market using a NSW Government funding subsidy</b>	16
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Where this Service is associated with properties leased from the private market, the Service will have a protocol in place with the relevant lessor(s) (CHPs) in relation to those properties. During the term of this Agreement the Service is to advise DCJ Contract Management as soon as possible of any change proposed in relation to those properties, and work in consultation with DCJ and the relevant CHP in progressing that change.

If the Service is seeking to manage leasehold properties associated with the Service, the Provider is required to be registered under the National Regulatory System for Community Housing.

If the Service is not seeking to manage leasehold properties associated with the Service, activity will be limited to the provision of support services. DCJ will allocate the tenancy and property management to a suitably qualified and registered organisation chosen by DCJ.

### A1.4 Transitional Housing Plus – Women and Children experiencing Domestic and Family Violence, and Vulnerable Youth (Support)

This Service is required to work in partnership with Women's Housing Company (DV) or My Foundations for Youth Housing Company (Youth) to provide longer-term transitional housing support to tenants of the Transitional Housing Plus properties listed in the table below, as agreed with the company and as part of a client case plan. A protocol/letter of agreement/Service Level Letter Agreement will be negotiated between the Service and relevant CHP in relation to the Service's nomination rights on the properties.

Further information relating to Transitional Housing Plus is available in the SHS Program Specifications.

Suburb	Property Purpose Crisis/Transitional	Number of Bedrooms	Property and Support, or Support
N/A			

### A1.5 Non-residential properties

This Service will be required to deliver services that are not residential in nature from the properties identified in the table below. Property management responsibilities will remain with DCJ, delivered through the Outsourced Maintenance Program.

## Agreement for Funding of Services - Schedule

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<b>Suburb</b>	<b>Property Purpose / Usage</b>	<b>Property Ownership</b>	<b>Property Management Responsibility</b>
N/A			



## Agreement for Funding of Services – Schedule Attachment 3 – Co-contributions Schedule

<b>Contract ID</b>	1-11488755605			
<b>Contract Name</b>	Inner City Service for Women With Complex Needs			
<b>Lead Provider</b>	B Miles Women's Foundation Inc			
<b>District</b>	South Eastern Sydney			
<b>DCJ Ref No</b>	HNSW.13.56.10-16			
<b>1. Non-government properties</b>				
<b>Address / Location</b>	<b>Accommodation Purpose</b>	<b>Name of Legal Owner of Property</b>	<b># Bedrooms</b>	<b># Beds</b>
N/A				
<b>2. Funding contributions (NGO) *</b>				
<b>Service providers own funds \$</b>	N/A			
<b>Donations \$</b>	N/A			
<b>Increases to client numbers</b>	N/A			
<b>3. Other contributions</b>				
<b>Services and assistance</b>	N/A			

\* NGO funding contributions, including the provider's own funds, or donations from other organisations, do not need to be acquitted through the DCJ annual accountability process.



# Agreement for Funding of Services

## Standard Terms

16 October 2019

<b>Version</b>	<b>Change</b>	<b>Date Approved</b>
1.0	Initial version introduced in 2017	27 April 2017
1.1	Seven amendments: <ul style="list-style-type: none"><li>• New definition of Financially Stable inserted in Clause 1.1</li><li>• New definition of Officer inserted in Clause 1.1</li><li>• New: sub Clause 5.2(d) on compliance</li><li>• Amended: Clause 7 Conflicts of Interest</li><li>• Amended: Clause 9.8 Additional Contributions</li><li>• Notice period changed in Clause 13.2</li><li>• New: Clause 25 Security</li></ul>	16 October 2019



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## BACKGROUND

- A We are committed to working collaboratively with You in the provision of human services.
- B We and You have a shared interest in ensuring that such services improve the outcomes for the people of New South Wales in a manner that:
- (a) ensures quality of services;
  - (b) is transparent and accountable;
  - (c) demonstrates value for money; and
  - (d) retains a level of flexibility to support innovation.
- C These Standard Terms have been developed to give effect to these principles and are incorporated into and form part of the Agreement.
- D We agree to provide You with Funds to provide the Services, and You agree to use the Funds for the provision of the Services, in accordance with the Agreement.

## OPERATIVE TERMS

### 1 Definitions and interpretation

#### 1.1 Definitions

In the Agreement, the following terms have the following meanings unless the context requires otherwise:

<b>Aboriginal Person</b>	a person of the Aboriginal race of Australia.
<b>Accounting Standards</b>	has the meaning given under the <i>Corporations Act 2001</i> (Cth).
<b>Agreement</b>	the agreement between You and Us for the funding of Services, consisting of the documents stated in clause 2.1(a).
<b>Agreement Material</b>	Material which You or Your Personnel create in connection with the Agreement.
<b>Alleged Misconduct</b>	an allegation which raises a reasonable suspicion of: <ul style="list-style-type: none"> <li>(a) misconduct in connection with the Funds or the Services, including serious or persistent harassment or bullying; or</li> <li>(b) a criminal offence having been committed, including theft, fraud or assault.</li> </ul>
<b>Assets</b>	any item of tangible property that: <ul style="list-style-type: none"> <li>(a) is purchased, leased or otherwise acquired either wholly or in part with the Funds; and</li> <li>(b) either:</li> </ul>

- 
- (i) has a value greater than or equal to the GST exclusive amount stated in the Schedule; or
  - (ii) is stated in the Schedule as being an Asset.
- 

**Asset Register** a written register which contains details of the Assets, including:

- (a) the date each Asset was purchased, leased or otherwise acquired and the name of any applicable supplier;
- (b) a description of each Asset including (if applicable) any serial or reference number;
- (c) the address at which each Asset is located;
- (d) the purchase, lease or acquisition price of the Asset exclusive of GST;
- (e) the amount of Funds used to purchase, lease or otherwise acquire the Asset; and
- (f) where relevant, the details of any Asset disposals including sale price.

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**Attachment** any document:

- (a) stated as being an "Attachment" in the Schedule; or
- (b) otherwise referred to in the Schedule as forming part of the Agreement.

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**Auditing Standards** has the meaning given under the *Corporations Act 2001* (Cth).

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**Barred Person** means:

- (a) a "disqualified person", or a person who is subject to an "interim bar", under the CPWC Act; or
- (b) a "registrable person" referred to in the *Child Protection (Offenders Registration) Act 2000* (NSW).

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**Budget** the budget (if any) for the expenditure of the Funds that is stated in the Schedule or is otherwise required by the Schedule to be provided in relation to the Services, as may be updated in accordance with the Agreement.

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**Business Day** a day that is not a Saturday, Sunday or a gazetted public holiday in New South Wales.

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**Change of Control** means there is any change in Your direct or indirect beneficial ownership or control.

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**Claim** any claim, right, demand, liability, action, suit, proceeding, charge, cost (including legal costs on a full indemnity basis), loss, damage and expense of any kind, including those arising out of the terms of any settlement.

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**Confidential Information** information disclosed by one party to the other, whether before, on or after the Date of the Agreement, that:

- (a) is by its nature confidential;

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- 
- (b) is designated by a party as being confidential; or
  - (c) the recipient party knows or ought to know is confidential, but does not include information that:
    - (d) is or becomes public knowledge other than by a breach of the Agreement or by any unlawful means;
    - (e) was already in the recipient party's lawful possession without restriction in relation to disclosure before the information was received by the recipient party; or
    - (f) has been independently developed or acquired by the recipient party.
- 

**Conflict of Interest** having an interest (whether personal, financial or otherwise) which conflicts, or which may reasonably be perceived as conflicting, with Your ability to fairly, objectively and independently perform Your obligations under the Agreement.

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**CPWC Act** the *Child Protection (Working with Children) Act 2012* (NSW).

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**CYPCP Act** the *Children and Young Persons (Care and Protection) Act 1998* (NSW).

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**Date of the Agreement** the execution date stated in the Schedule or, if nothing is stated, the date on which We execute the Agreement.

---

**Funds** the money for the Services provided to You under the Agreement as more particularly described in the Schedule.

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**Financially Stable** is consistent with the going concern principle.

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**GST** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

---

**Initial Term** the initial term stated in the Schedule.

---

**Insolvency Event** means:

- (a) if You are an individual or partnership, You:
  - (i) cannot pay Your debts when they fall due; or
  - (ii) are declared bankrupt;
- (b) in relation to a trust:
  - (i) an application or order is sought or made (and is not stayed or dismissed within 20 Business Days after being sought or made) in any court for the property of the trust to be brought into, or administered by, the court or brought under the court's control; or
  - (ii) the assets of the trust are not sufficient to satisfy the trustee's debts when they fall due and in respect of which the trustee has a right to be indemnified out of the assets of the trust; or

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- 
- (c) if You are a body corporate within the meaning of the *Corporations Act 2001* (Cth):
- (i) You cannot pay Your debts when they fall due;
  - (ii) You become insolvent or are deemed to become insolvent under any applicable laws;
  - (iii) a receiver, receiver and manager, administrator (voluntary or otherwise), provisional liquidator, liquidator, controller or like official is appointed in relation to You;
  - (iv) You enter into a scheme of arrangement with Your creditors;
  - (v) a winding up order is made in relation to You;
  - (vi) You assign property for the benefit of creditors or a class of creditors;
  - (vii) a secured creditor of Yours exercises rights to take possession of Your assets or a power of sale; or
  - (viii) You cease to carry on business or threaten to do so.
- 

**Intellectual Property Rights**

all present and future rights conferred by statute, common law or equity in, or in relation to, copyright, trademarks, patents, designs, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary and artistic fields, whether non-registrable, registrable or patentable, but does not include Moral Rights.

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**Intervening Event**

a circumstance beyond Your reasonable control including:

- (a) a fire, flood or natural disaster;
  - (b) an explosion;
  - (c) an unavoidable accident;
  - (d) an act of terrorism; or
  - (e) a strike, lockout or other industrial dispute that is not limited to Your workplace.
- 

**Material**

documents, records, software (including source code and object code), goods, images, information and data stored by any means, including all copies and extracts of same.

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**Milestone**

any milestone for the Services stated in the Schedule.

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**Moral Rights**

has the meaning given under the *Copyright Act 1968* (Cth), which includes the right to:

- (a) attribution of authorship;
  - (b) not have authorship falsely attributed; and
  - (c) integrity of authorship.
-

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<b>Notified Policies</b>	any policies, guidelines or codes of Ours or the NSW Government, as amended or replaced, that are stated in the Schedule or which We notify You about from time to time during the Term.
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<b>Objectives</b>	the objectives for the Services stated in the Schedule.
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<b>Officer</b>	A person who: <ul style="list-style-type: none"><li>(a) is an office holder of the Provider;</li><li>(b) makes, or participates in making decisions that affect the whole, or a substantial part, of the business of the Provider;</li><li>(c) has the capacity to affect significantly the Provider's financial standing;</li><li>(d) has the capacity to manage the Provider and its property;</li><li>(e) participates in the governing body, board of directors or any decision-making body of the Provider; or</li><li>(f) in accordance with whose instructions or wishes the directors of the Provider are accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship), whether or not such person is a volunteer or receives payment in respect of his or her role.</li></ul>
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<b>Other Material</b>	any Material which a party owned before the Date of the Agreement or which was created by a party independently of the Agreement.
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<b>Performance and Outcome Measures</b>	the performance and outcome measures stated in the Schedule.
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<b>Personnel</b>	officers, employees, volunteers, agents, contractors and subcontractors.
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<b>Privacy Legislation</b>	the <i>Privacy and Personal Information Protection Act 1998</i> (NSW), <i>Health Records and Information Privacy Act 2002</i> (NSW), <i>Privacy Act 1988</i> (Cth) and any codes of practice and principles issued under those Acts.
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<b>Public Accountability Body</b>	includes the NSW Auditor-General, the New South Wales Ombudsman, the New South Wales Privacy Commissioner and the Independent Commission Against Corruption.
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<b>Records</b>	any documents or other sources of information relating to the Agreement that are compiled, recorded or stored (including in written form, on film or electronically).
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<b>Reputational Proceedings</b>	any inquiry, investigation, conciliation, mediation, arbitration or similar proceedings against You or Your Personnel that could, or in Our reasonable opinion has the potential to, have an adverse effect on the reputation of Us, the Services or the NSW Government, including any investigation by the Independent Commission Against Corruption.
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<b>Schedule</b>	the document forming part of the Agreement titled "Schedule".
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<b>Serious Incident</b>	<p>an incident that:</p> <ul style="list-style-type: none"><li>(a) is likely to impact on Your ability to provide the Services or otherwise fulfil Your obligations under the Agreement;</li><li>(b) may affect or has affected Your obligations, or Your performance of Your obligations, under the Agreement and requires an emergency response or involves death, serious injury or any criminal activity; or</li><li>(c) has or may attract adverse public interest and attention.</li></ul>
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<b>Services</b>	<p>means:</p> <ul style="list-style-type: none"><li>(a) the services stated in the Schedule;</li><li>(b) any ancillary services that are required in order to provide those services; and</li><li>(c) Your other functions and responsibilities under the Agreement, as may be varied in accordance with the Agreement.</li></ul>
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<b>Standard Terms</b>	these "Standard Terms".
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<b>Standards</b>	<p>means:</p> <ul style="list-style-type: none"><li>(a) applicable Australian Standards and other nationally recognised standards;</li><li>(b) any standards stated in the Schedule; and</li><li>(c) any standards which We notify You of from time to time during the Term.</li></ul>
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<b>Supplementary Conditions</b>	any supplementary conditions stated in the Schedule.
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<b>Target Group</b>	the persons (if any) stated in the Schedule.
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<b>Term</b>	the term of the Agreement, comprising the Initial Term and any extension period exercised in accordance with clause 3.
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<b>Third Party Material</b>	any Material owned by a third party that is incorporated into the Agreement Material or is used to provide the Services.
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<b>Torres Strait Islander Person</b>	a descendant of an indigenous inhabitant of the Torres Strait Islands.
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<b>Us, We, Our</b>	the party stated as the "Agency" in the Schedule, or any replacement entity that has taken over the Agency's relevant functions.
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<b>You, Your</b>	the party stated as the "Provider" in the Schedule.
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## 1.2 Interpretation

In the Agreement, unless the context requires otherwise:

- (a) a reference to legislation refers to legislation as amended, consolidated, re-enacted or replaced, and includes subordinate legislation;
- (b) the words "including", "include" and "included" are not words of limitation;
- (c) a reference to a clause is a reference to a clause in these Standard Terms;
- (d) reference to a document or agreement includes reference to the document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (e) a reference to a person includes a natural or legal person;
- (f) a reference to money is to Australian currency;
- (g) a reference to "discretion" means "absolute discretion";
- (h) the plural includes the singular and vice versa;
- (i) where You comprise of more than one person, each of the persons comprising You will be jointly and severally liable under the Agreement;
- (j) when a time limit falls on a Saturday, Sunday or public holiday in New South Wales, that time limit will be taken to have ended by 5 pm on the next Business Day;
- (k) the background and headings are included for convenience only and do not affect the interpretation of the Agreement;
- (l) each defined term includes all grammatical forms of that term; and
- (m) to the extent that an item is not completed in the Schedule, that item will be taken as "not applicable" for the purposes of the Agreement.

## 2 Agreement

- 2.1 Parts of the Agreement and order of precedence**
- (a) The Agreement consists of the following parts (in order of precedence):
    - (i) these Standard Terms;
    - (ii) the Schedule; and
    - (iii) any Attachments.
  - (b) Subject to clause 2.1(c), if there is any ambiguity in or inconsistency between the various parts of the Agreement, the ambiguity or inconsistency will be resolved by applying the order of precedence referred to above.
  - (c) The Supplementary Conditions will not prevail over any provisions in the Standard Terms unless it is expressly stated in the Supplementary Conditions that such terms are to prevail.

- 2.2 No exclusivity** You acknowledge that You are not the exclusive provider of the kinds of services contemplated by the Agreement and We may, at any time and from

time to time provide, or engage a third party to provide, services the same as, or similar to, the Services.

### 3 Term

**3.1 Initial Term** The Agreement commences on the Date of the Agreement and continues for the Initial Term unless earlier terminated by a party, or extended by Us, in accordance with the Agreement.

**3.2 Extension period** We may elect to extend the Term for the extension period (if any) stated in the Schedule by notifying You in writing no later than 30 days prior to the expiry of the Initial Term.

### 4 Our obligations

**4.1 General** We agree to provide the Funds to You as outlined in the Agreement.

**4.2 Our conduct**

- (a) We agree to liaise and work collaboratively with You to monitor, review and evaluate the Services.
- (b) Where practicable, We agree to provide You with details of how to access current information, including relevant government policies, procedures and guidelines, applicable to the provision of the Services.

### 5 Your obligations

**5.1 Provision of the Services**

- (a) You agree to provide the Services:
  - (i) to any Target Group;
  - (ii) in a proper, timely and efficient manner and to a high ethical and professional standard;
  - (iii) in accordance with any Budget for the Services;
  - (iv) so as to meet any Milestones;
  - (v) with the aim of achieving the Objectives;
  - (vi) in compliance with any Supplementary Conditions; and
  - (vii) in accordance with all other requirements of the Agreement.
- (b) You remain fully responsible for providing the Services and for otherwise complying with Your obligations under the Agreement and will not be relieved of this responsibility because of:
  - (i) any involvement of Us in the provision of the Services; or
  - (ii) Our payment of Funds to You.

**5.2 Compliance with laws,** You agree that in carrying out the Services You and Your Personnel will:

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**standards and policies**

- (a) comply with all applicable laws (including laws relating to child protection, work health and safety, superannuation, workers compensation, employment screening, privacy, workplace relations and tax);
- (b) comply with any applicable Notified Policies;
- (c) comply with any applicable Standards;
- (d) comply with the constitution, governing rules, memorandum of association, or articles of association (as the case may be) of the Provider in carrying out the Services;
- (e) hold and maintain all licences, approvals, consents, accreditations or registrations that are necessary for You and Your Personnel to provide the Services, including those We reasonably request in writing; and
- (f) to the extent reasonably practicable, ensure the health and safety of Your Personnel.

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**5.3 Performance and Outcome Measures**

- (a) You agree to meet or exceed the Performance and Outcome Measures.
- (b) You agree to put in place systems to record and measure Your performance against the Performance and Outcome Measures.
- (c) You agree to monitor and report on Your performance against the Performance and Outcome Measures in accordance with the requirements stated in the Schedule and any other requirements We notify You of in writing.

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**5.4 Complaints**

Where the Services are provided to members of the public, You agree to:

- (a) have in place during the Term a complaints process which is regularly reviewed and updated to deal with any complaints about the Services;
- (b) maintain and keep updated a complaints register that contains accurate and comprehensive details of all complaints received in relation to the Services in accordance with the requirements of clause 19.2;
- (c) ensure that Your complaints process includes advising a person who makes a complaint that if they are unsatisfied with the outcome of the complaint they may also complain to Us or a relevant complaints agency;
- (d) provide Us, or any person We nominate, with access to Your complaints register and any other material relevant to any complaint, where requested to do so; and
- (e) keep and implement a document outlining Your procedure for dealing with complaints about the Services and make it available for viewing by any person on request.

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**5.5 Aboriginal and Torres Strait**

- (a) You agree to use best endeavours to ensure that the Services are culturally accessible to Aboriginal Persons and/or Torres Strait
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**Islander service provision**

- Islander Persons having regard to the diversity of needs of such persons, including the needs of persons from urban, regional and remote areas.
- (b) Where the Target Group for the Services are Aboriginal Persons and/or Torres Strait Islander Persons, You agree to use best endeavours to engage relevant individuals, families, cultural custodians, clan and language groups, community organisations, communities and/or representatives deemed appropriate by the community in the design, provision and evaluation of the Services so that the Services are appropriate to local community and cultural needs.
- (c) You agree to provide Us with evidence of Your compliance with this clause 5.5 upon request.

**6 Personnel and subcontractors****6.1 Personnel**

- (a) You are solely responsible for:
- (i) all Personnel employed or otherwise supported from the Funds or engaged in relation to the Agreement; and
  - (ii) the payment of all wages, entitlements, superannuation, payroll and any other tax and associated costs applicable to Your Personnel.
- (b) You agree to use appropriately trained, qualified and experienced Personnel who hold all legally required authorisations, accreditations, permits and clearances necessary to carry out their roles in relation to the Services.
- (c) Before any Personnel undertake any function or role in relation to the Services, You agree to:
- (i) ensure that such Personnel are not prohibited or disqualified under any law from being employed or engaged to undertake such a role or function, or are not otherwise undesirable to work with children or vulnerable persons where the Personnel may have contact with children or vulnerable persons;
  - (ii) have regard to whether any national criminal record check or other probity check of the Personnel is relevant to and may impact on the suitability of the Personnel to perform their function or role in relation to the Services; and
  - (iii) provide Us with evidence to Our satisfaction of Your compliance with clauses 6.1(c)(i) and 6.1(c)(ii).
- (d) Without limiting any other terms of the Agreement, if the Services involve child-related work under the CPWC Act, You agree to:
- (i) if You are an “employer” for the purposes of section 9 of the CPWC Act, ensure that all mandatory employment screening (referred to in the CPWC Act as the “working with children check clearance”) has been undertaken on all Personnel

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engaged to work in "child-related work" (as defined in the CPWC Act), prior to such Personnel performing any such work; and

- (ii) have risk assessment procedures and risk plans in place to ensure compliance with the CPWC Act.
- (e) You agree to ensure that a person who is a Barred Person, or who is otherwise undesirable to work with children, does not undertake "child-related work" (as defined in the CPWC Act) under or in relation to the Agreement.
- (f) You agree to:
  - (i) identify and comply with Your statutory obligations when engaging others in "child-related work" (as defined in the CPWC Act);
  - (ii) ensure that Your Personnel are aware of and comply with their own statutory obligations in relation to such "child-related work"; and
  - (iii) ensure that You and Your Personnel do not engage in any conduct that may bring Us into disrepute or lead to Reputational Proceedings being commenced.
- (g) You agree to give Us on request such information as We may reasonably require in order for Us to assess Your compliance with this clause 6.1.

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**6.2 Objections to and removal of Personnel**

- (a) We may object to any Personnel allocated by You to provide the Services where such Personnel have engaged in misconduct or cannot perform the inherent requirements of the Services. Where We make any such objection to Your Personnel:
  - (i) You agree not to allocate such Personnel to the Services; and
  - (ii) We will consult with You about the objection.
- (b) Without limiting any other term of the Agreement, We may require the immediate removal of Personnel from undertaking any function or role in relation to the Services where, in Our reasonable opinion, the Personnel represents an unacceptable risk to any person who receives the benefit of the Services.

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**6.3 Subcontracting**

- (a) In this clause 6.3, "subcontract" includes entering into a joint venture, partnership or agency relationship.
  - (b) You agree not to subcontract the whole or any part of the Services without Our prior written consent except to the extent stated in the Schedule.
  - (c) We may in Our discretion:
    - (i) approve or not approve the engagement of any subcontractor; and
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- (ii) impose any conditions on Our approval of a subcontractor that We consider appropriate.
- (d) You agree:
  - (i) that subcontracting of any part of the Services by You does not in any way reduce Your responsibility for those Services;
  - (ii) You are liable for any subcontractor's acts and omissions as if they were Your own;
  - (iii) that any subcontract You enter into with a subcontractor in relation to the Services must be consistent with the Agreement; and
  - (iv) to ensure that all subcontractors comply with the terms of the Agreement as if they were a party to it.
- (e) We may at any time require You to immediately cease using any subcontractor on reasonable grounds by notice in writing to You and You agree to comply with any such notice.

## 7 Conflicts of Interest

- 7.1 Diligent enquiries** You will take all steps as are reasonably practicable to ensure that:
- (a) as far as You are aware and after making diligent enquiries, at the Date of the Agreement no Conflict of Interest exists or is likely to arise in relation to the Agreement; and
  - (b) You will not (and agree to take all reasonable steps to ensure Your Personnel do not) engage in any activity or obtain any interest that gives rise to a Conflict of Interest.
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- 7.2 Dealing with Conflicts of Interest** If You become aware of an actual or possible Conflict of Interest, You agree to:
- (a) notify Us immediately in writing of the Conflict of Interest, making full disclosure of all relevant information relating to the Conflict of Interest and setting out the steps You propose to take to manage, eliminate, resolve or otherwise deal with the Conflict of Interest; and
  - (b) take such steps as We may reasonably require of You to manage, eliminate, resolve or otherwise deal with the Conflict of Interest to Our satisfaction.
- 
- 7.3 Dealing with Conflicts of Interest where notified by Us** If We notify You of an actual or possible Conflict of Interest, You agree to:
- (a) make full disclosure of all relevant information relating to the Conflict of Interest and set out the steps You propose to take to manage, eliminate, resolve or otherwise deal with the Conflict of Interest; and
  - (b) take such steps as We may reasonably require of You to manage, eliminate, resolve or otherwise deal with the Conflict of Interest to Our satisfaction.

## 8 Notifications

- 8.1 Notification as soon as reasonably practicable** Without limiting any other term of the Agreement, You agree to notify Us in writing as soon as reasonably practicable of any of the following:
- (a) changes to Your name, address and contact details;
  - (b) any actual or proposed material change in Your constitution, rules or memorandum or articles of association (to the extent relevant) which:
    - (i) will or may affect Your ability to provide the Services; or
    - (ii) would have affected Our original decision to approve the provision of the Funds to You;
  - (c) any relevant matters that You reasonably think might affect Your ability to provide the Services or otherwise meet Your obligations under the Agreement; or
  - (d) any Change of Control that materially affects Your ability to provide the Services.

- 8.2 Immediate notification** Without limiting any other term of the Agreement, You agree to notify Us in writing immediately of any of the following:
- (a) any non-compliance with applicable work health and safety laws;
  - (b) any actual or proposed action relating to an Insolvency Event;
  - (c) any current, pending or threatened Reputational Proceedings;
  - (d) any Alleged Misconduct or Serious Incident; or
  - (e) the occurrence of any other circumstances as may be stated in the Schedule.

## 9 Payment, use and management of Funds

- 9.1 Payment**
- (a) We agree to pay the Funds to You at the times and in the amounts stated in the Schedule subject to You meeting Your obligations under the Agreement to Our reasonable satisfaction.
  - (b) You agree to:
    - (i) immediately deposit and keep all Funds that We pay to You in an account with an Australian branch of an established bank, building society or credit union that is solely controlled by You and allows for the Funds to be separately identified;
    - (ii) notify Us upon request of Your account details for the purpose of paying You the Funds or if Your account details change; and
    - (iii) comply with any other requirements in respect of the Funds as may be stated in the Schedule.



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- (c) You agree that payment of all or part of the Funds to You is not an admission by Us that You have met Your obligations under the Agreement.
  - (d) Unless otherwise expressly provided in the Agreement, You are responsible for all costs and expenses in relation to the Services and the performance of Your obligations under the Agreement.
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**9.2 Budget**

- (a) If stated in the Schedule, You agree to provide Us with an updated Budget.
  - (b) You agree to:
    - (i) ensure that any updated Budget is prepared diligently, effectively and to a high professional standard and consistent with any conditions stated in the Schedule; and
    - (ii) provide the updated Budget to Us for review on or before the date or dates stated in the Schedule.
  - (c) An updated Budget is subject to acceptance or rejection in accordance with clause 19.1. The incorporation of the updated Budget into the Agreement is not a variation to the Agreement.
- 

**9.3 Use of the Funds**

- Unless We otherwise provide Our prior written consent, You agree to:
- (a) use the Funds only:
    - (i) to provide the Services, or to procure any Assets required for the Services as stated in the Schedule, in accordance with the Agreement;
    - (ii) in accordance with the Budget and any Budget conditions stated in the Schedule; and
    - (iii) in accordance with any time periods stated in the Schedule for the expenditure of the Funds; and
  - (b) not commit any Funds for expenditure where such expenditure is likely to occur after the end of the Term.
- 

**9.4 Interest**

- You agree to:
- (a) use and deal with any interest earned on the Funds as if that interest is part of the Funds;
  - (b) only use interest earned on the Funds for the purposes of the Agreement; and
  - (c) report to Us on the amount of any interest earned on the Funds.
- 

**9.5 Unspent or misspent Funds during the Term**

- If at any time during the Term We form the reasonable opinion, after having discussed or made a reasonable attempt to discuss the matter with You, that:
- (a) You have received Funds that have not been spent or contractually committed for the Services in accordance with the Agreement, including as a result of You having a surplus or underspend for the Services; or
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- (b) any Funds cannot be shown to Our reasonable satisfaction to have been spent or contractually committed in accordance with the Agreement;

then, at Our discretion, We may by written notice to You:

- (c) require You to repay that part of the Funds and any interest earned on the Funds, and You agree to repay Us the amount set out in the notice within 20 Business Days;
- (d) allow You to keep the Funds and any interest earned on the Funds;
- (e) make an adjustment to any future payments to You during the Term; or
- (f) require You to otherwise deal with the Funds and any interest earned on the Funds as directed by Us.

#### 9.6 Unspent Funds at the end of the Term

Without limiting any other term of the Agreement, within 20 Business Days following the expiry or termination of the Agreement You agree to repay to Us any Funds (and any interest earned on such Funds) that:

- (a) have not been spent or contractually committed to be paid to a third party in relation to the Services in a way that can be identified in a written contractual arrangement with that third party; or
- (b) cannot be shown to Our reasonable satisfaction to have been spent or committed in accordance with the Agreement.

#### 9.7 Increases in the Funds

- (a) We may, in Our discretion, increase the amount of the Funds from time to time without a variation to the Agreement.
- (b) We may make an Indexation increase of the Funds to You from time to time, without a variation to the Agreement. For the purposes of this clause "Indexation" means a percentage increase of Funds as determined by Us.

#### 9.8 Additional contributions

- (a) You must notify Us, in writing, within 10 Business Days if any funding is provided to You by any other agency or authority in relation to the facilitation of the Services.

## 10 GST

### 10.1 Definitions

In this clause 10:

- (a) "**GST Act**" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (b) "**GST Law**" has the same meaning as in the GST Act;
- (c) "**Ruling**" means a published GST ruling, GST determination or similar document issued by the Commissioner of Taxation; and

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- (d) all other words and expressions which are not defined in the Agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.
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**10.2 Consideration GST exclusive** Unless otherwise stated in the Agreement, amounts payable, and consideration to be provided, under any provision of the Agreement exclude GST.

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- 10.3 GST payable**
- (a) If a party ("**supplier**") makes a supply under or in connection with the Agreement in respect of which GST is payable, the recipient of the supply ("**recipient**") will pay to the supplier an amount equal to the GST payable on the supply at the time the recipient pays or provides any part of the consideration for the supply.
- (b) If any amount on account of GST has been included in the consideration for a supply under the Agreement, the GST amount is as stated in the Schedule.
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- 10.4 Tax invoice** Except where clause 10.7 applies:
- (a) the supplier agrees to deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under clause 10.3(a); and
- (b) the recipient can withhold payment of the amount payable under clause 10.3(a) until the supplier provides a tax invoice or an adjustment note as appropriate.
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**10.5 Adjustment event** If an adjustment event arises in respect of a taxable supply made by a supplier under the Agreement, the amount payable by the recipient under clause 10.3(a) will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

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- 10.6 Pay or reimburse** Where a party is required under the Agreement to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:
- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.
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- 10.7 Issuing recipient created tax invoices and adjustment notes**
- Where You make a taxable supply under or in connection with the Agreement, the parties agree that:
- (a) We, where permitted by the GST Law and Rulings, may issue a recipient created tax invoice for the supply by You in accordance with the GST Law and Rulings, and We will retain the original or the copy; and
  - (b) where We issue You with a recipient created tax invoice pursuant to clause 10.7(a):
    - (i) You will not issue tax invoices in relation to the supply; and
    - (ii) We, and not You, will issue an adjustment note to Us for any adjustment event that arises in relation to the supply, and We will retain the original or the copy.

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- 10.8 Acknowledgements**
- The parties acknowledge and agree that each party is registered for GST at the Date of the Agreement and that it will notify the other party if it ceases to be so registered, or if it otherwise ceases to be entitled to enter into a recipient created tax invoice arrangement.

## 11 Assets

- 11.1 Obligations regarding Assets**
- (a) You agree to:
    - (i) comply with any obligations relating to the Assets stated in the Schedule, including any Supplementary Conditions;
    - (ii) not use the Funds to procure Assets unless You are procuring Assets that are stated in the Budget or the Schedule and We have given Our prior written approval to procure those Assets;
    - (iii) ensure You receive value for money in procuring any Assets;
    - (iv) unless otherwise stated in the Schedule, use each Asset solely for the purpose of providing the Services for which the Asset has been acquired;
    - (v) hold all Assets securely and safeguard the Assets against theft, loss, damage or unauthorised use;
    - (vi) maintain the Assets in good working order;
    - (vii) maintain appropriate insurance in respect of the Assets;
    - (viii) be responsible for maintaining any necessary registration and licensing of the Assets;
    - (ix) not encumber or dispose of any Asset, or deal with or use an Asset, other than in accordance with this clause without Our prior written approval;
    - (x) not dispose of an Asset without Our prior written approval; and
    - (xi) be fully responsible for, and bear all risk relating to, the use and any approved disposal of the Assets.

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- (b) If we provide our prior written approval to the disposal of an Asset during the Term, You agree at Our direction to:
    - (i) pay to Us within 20 Business Days of the date of the disposal, the written down value of the Asset using the Australian Taxation Office depreciation rates to calculate the depreciation of the Asset;
    - (ii) pay to Us within 20 Business Days of the date of the disposal, the proceeds of the disposal, less an amount equal to the sum of Your proportionate contribution to the purchase price of the Asset and Your reasonable costs of disposal of the Asset; or
    - (iii) use the funds from the disposal of the Asset for a purpose approved in writing by Us.
  - (c) On expiry or termination of the Agreement, You agree at Our direction to:
    - (i) pay to Us within 20 Business Days, the written down value of the Asset using the Australian Taxation Office depreciation rates to calculate the depreciation of the Asset;
    - (ii) dispose of the Asset for the best price reasonably obtainable and pay to Us within 20 Business Days of the date of the disposal the proceeds of the disposal, less an amount equal to the sum of Your proportionate contribution to the purchase price of the Asset and Your reasonable costs of disposing of the Asset; or
    - (iii) use the Asset on such terms and conditions as may be approved in writing by Us.
  - (d) You agree that the proceeds from any disposal of any Asset are to be treated as if they are part of the Funds.
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**11.2 Ownership of Assets** Unless otherwise stated in the Schedule, You will be the legal and beneficial owner of any assets (including the Assets) purchased with the Funds.

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**11.3 Register of Assets** You agree to:

- (a) record all Assets in an Asset Register; and
- (b) provide a copy of the Asset Register to Us as part of any reporting requirements or when requested by Us.

## 12 Suspension

**12.1 Suspension of Funds and Services** (a) We may immediately suspend the whole or any part of the payment of the Funds or require you to suspend Your use of the whole or any part of the Funds, by giving written notice to You, if:

- (i) You have failed, or in Our reasonable opinion are likely to fail, to provide the Services in accordance with the Agreement;

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- (ii) You have spent the Funds other than in accordance with the Agreement;
  - (iii) Your provision of the Services is affected by an Intervening Event;
  - (iv) You have breached any other term of the Agreement;
  - (v) We reasonably suspect that You are not Financially Stable;
  - (vi) You or any of Your Personnel have breached, or We reasonably suspect You have breached, any laws relating to the Services; or
  - (vii) You suspend the Services otherwise than as permitted by the Agreement.
- (b) We may, by giving written notice to You, require You to reduce the Services to be provided under the Agreement to reflect any suspension or withholding of all or part of the Funds under clause 12.1(a).
  - (c) A notice under clause 12.1(a) or (b) will contain the reasons for any payment being withheld or the requirement for any Services to be reduced and the steps You can take to address those reasons.

## **12.2 Addressing issues in a suspension notice**

- (a) Subject to any other right of Ours under the Agreement, We will pay any Funds withheld as a result of any suspension under clauses 12.1(a) or (b) once You have addressed the reasons contained in a notice under those clauses to Our reasonable satisfaction.
- (b) If You have failed to address the reasons contained in a notice under clauses 12.1(a) or (b) to Our reasonable satisfaction within 20 Business Days of receipt of the notice, We may exercise Our rights under clause 13.

## **13 Termination and expiry**

### **13.1 Termination for cause**

- Without limiting Our other rights under the Agreement, We may terminate the Agreement with immediate effect by giving notice to You, if:
- (a) You breach a provision of the Agreement and You fail to remedy the breach within 20 Business Days following receipt of a notice requiring You to do so (or such longer period as We may specify);
  - (b) You repeatedly breach a provision of the Agreement and We have provided You with an opportunity to remedy those breaches, whether or not You have remedied those breaches;
  - (c) We are reasonably satisfied that any statement provided by You and relied upon by Us to approve the Funds is incorrect, incomplete, false or misleading in way which would have affected the original decision to approve the Funds;

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- (d) You have a Change of Control that We reasonably believe will have an adverse impact on the decision to pay the Funds or Your ability to perform Your obligations under the Agreement;
  - (e) You suffer an Insolvency Event;
  - (f) to the extent relevant, a change to Your constitution, rules, memorandum or articles of association or operations means that You are no longer eligible for the Funds or You are no longer able to comply with the Agreement;
  - (g) You no longer have the requisite authorisations, licenses, accreditation, registrations or consents to be legally capable of providing the Services or performing Your obligations under the Agreement; or
  - (h) You have failed to notify Us of a Conflict of Interest, You are unable or unwilling to resolve the Conflict of Interest to Our reasonable satisfaction or, in Our opinion, a Conflict of Interest exists which prevents Your performance of the Agreement.

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**13.2 Termination without fault**

- (a) We may terminate the Agreement at any time by giving You a minimum of 90 days notice where We are required to cease providing Funds to You because of changes to the State budget or any guidelines or policies of the State or Commonwealth Government.
- (b) Without limiting clause 13.2(a), either party may terminate the Agreement at any time for any reason by giving the other party at least 6 months written notice.
- (c) The party electing to terminate under this clause 13.2 agrees to pay any reasonable costs directly and necessarily incurred by the other party as a result of the termination under this clause 13.2 (excluding any loss of profits or income) as long as the costs are proven to the terminating party's reasonable satisfaction.

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**13.3 Consequences of expiry or termination**

- (a) On expiry or termination of the Agreement, We may direct You to:
    - (i) promptly deliver to Us or Our nominee; or
    - (ii) destroy, all of Our Confidential Information and any Agreement Material and Records that You hold or control that are required for the provision of the Services and the performance of Your obligations under the Agreement, and You agree to comply with any such direction.
  - (b) Our liability to You on termination of the Agreement (including under clause 13.2) is limited to the amount of unpaid Funds remaining at the date of termination of the Agreement.
  - (c) On expiry or termination of the Agreement, You agree to:
    - (i) repay any unspent Funds in accordance with clause 9.6;
    - (ii) deal with any Asset in accordance with clause 11.1(c);
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- (iii) within 20 Business Days of the expiry or termination of the Agreement, provide Us with any outstanding reports or data due to Us under the Agreement;
- (iv) provide Us with any reports and Records that We reasonably require of You; and
- (v) provide Us with all reasonable assistance to ensure the orderly transition of the Services and Assets to Us or Our nominee. Where the Agreement is terminated under clause 13.1, You agree to provide this assistance to Us at Your cost.

## 14 Intervening Events

- 14.1 Obligations relating to Intervening Events**
- (a) You agree to notify Us if You are, or reasonably believe You will be, prevented from performing Your obligations under the Agreement due to an Intervening Event.
  - (b) The notice under clause 14.1(a) must contain details of the Intervening Event including the extent the Intervening Event has affected or may affect Your obligations under the Agreement.
  - (c) You agree to take all reasonable steps to remove, overcome or minimise the effects of an Intervening Event on the performance of Your obligations under the Agreement.

- 14.2 Consequences of an Intervening Event**
- (a) We may terminate the Agreement if You cannot provide the Services for more than 2 calendar months due to an Intervening Event.
  - (b) We can arrange another provider for the Services while the Services are suspended due to an Intervening Event, without being liable to You.

## 15 Reviews and other rights

- 15.1 Review**
- You agree to:
- (a) liaise with Us; and
  - (b) comply with all of Our reasonable requests, directions and requirements,
- in relation to any monitoring, review or evaluation of the Services that is conducted by or for Us.

- 15.2 Access to premises and records**
- (a) You agree that at any time during the Term and for a period of 7 years after the expiry or termination of the Agreement You will give Us, any persons nominated by Us and any Public Accountability Body access to:
    - (i) Your premises or the premises where the Services are or were provided;
    - (ii) the premises at which any Assets are located; and



- (iii) copies of any Records held or created by You in relation to the Agreement,

for purposes associated with the Agreement, including to:

- (iv) monitor or review the Services, including to assess the effectiveness of the Services or to support improvements in the provision of the Services; and
  - (v) review, audit or investigate Your performance under the Agreement.
- (b) We will, whenever practicable, provide You with reasonable prior notice of any access referred to in clause 15.2(a).
  - (c) When accessing premises and/or Records in accordance with this clause 15.2, We will use Our best endeavours to minimise interference to Your employees and the conduct of the Services.
  - (d) You agree to ensure that any subcontract You enter into for the purposes of the Agreement allows the persons referred to in clause 15.2(a) to have the access contemplated by clause 15.2(a).
  - (e) Nothing in this clause 15.2 limits or restricts in any way the authority or rights of any Public Accountability Body.

### **15.3 Cooperation and assistance**

You agree to:

- (a) cooperate with and assist Us and any of the other persons referred to in clause 15.2(a) to have the information and access contemplated by clause 15.2(a);
- (b) participate in any performance reviews requested by Us from time to time, including in respect of Your compliance with the Performance and Outcome Measures;
- (c) give full and free access to Your Material and Personnel necessary to conduct a review, audit or investigation of Your performance under the Agreement; and
- (d) allow Us and any of the other persons referred to in clause 15.2(a) to inspect and copy any information necessary to conduct such review, audit or investigation.

## **16 Intellectual Property Rights**

### **16.1 Ownership of Intellectual Property Rights**

- (a) Subject to clause 19.4(e) and except as otherwise stated in the Schedule:
  - (i) You own all Intellectual Property Rights in the Agreement Material upon its creation; and
  - (ii) nothing in the Agreement affects ownership of Intellectual Property Rights in either party's Other Material or in any Third Party Material.
- (b) If the Services provided in accordance with the Agreement involve or impact on the cultural and intellectual property rights of Aboriginal

Persons and/or Torres Strait Islander Persons, the parties recognise the need to respect those rights, and where practicable agree to take measures to protect those rights.

- 16.2 Licensing of Intellectual Property Rights**
- (a) Unless the Schedule provides otherwise, You grant Us a perpetual, irrevocable, royalty-free, worldwide, non-exclusive and transferrable licence (including the right to sub-license) to use, copy, modify and exploit the Agreement Material.
  - (b) You grant Us a perpetual, irrevocable, royalty-free, worldwide, non-exclusive and transferrable licence (including the right to sub-license) to use, copy, modify and exploit the Third Party Materials and Your Other Material, but only in conjunction with the Agreement Material.
  - (c) You agree to promptly provide Us with copies of any Agreement Material upon request.

- 16.3 Use of Intellectual Property Rights**
- (a) You agree to ensure that in complying with the Agreement, You and Your Personnel do not infringe any person's Intellectual Property Rights or Moral Rights or authorise the infringement of any such rights.
  - (b) Without limiting clause 16.3(a), You agree that:
    - (i) Our use of any Agreement Material, Third Party Material or Other Material provided by You pursuant to the Agreement will not infringe the Intellectual Property Rights or Moral Rights of any person; and
    - (ii) You will ensure that at all relevant times You hold all necessary rights and consents to allow Us to exercise Our rights under this clause 16.

- 16.4 Moral Rights**
- (a) You agree to obtain all necessary consents to any act or omission that might otherwise infringe a person's Moral Rights under or in connection with the Agreement, including acts or omissions that occurred before, on or after the Date of the Agreement.
  - (b) You agree to provide Us with written copies of the consents referred to in clause 16.4(a) on request and immediately notify Us if You cannot obtain any such consent.

## 17 Confidential, sensitive and cultural information

- 17.1 Confidential Information**
- (a) Subject to clause 17.1(b), each party agrees to not disclose Confidential Information of the other party without the prior written approval of such other party.
  - (b) Subject to clause 17.1(d), a party may disclose Confidential Information of the other party to the extent that the Confidential Information is:
    - (i) reasonably required by any persons performing obligations in relation to the Agreement or to a party's legal and professional

advisors, provided that the Confidential Information is used solely for the purpose of complying with the Agreement;

- (ii) authorised or required by law to be disclosed;
  - (iii) publicised and reported by Us or the NSW Government on the awarding of the Funds;
  - (iv) shared by Us with another government agency, body or Minister for their legitimate interests; or
  - (v) disclosed in order to give the public information about any action that We take in relation to the Agreement.
- (c) If requested by Us, You agree to arrange for Your Personnel to sign individual confidentiality deeds (in a form suitable to Us) and promptly provide Us with signed copies.
- (d) Nothing in the Agreement authorises or requires a party to disclose information that is contrary to any law.

- 17.2 Information of a sensitive or cultural nature** We will not publish any information that You reasonably consider to be, and identify to Us as being, of a sensitive or cultural nature unless:
- (a) We consult with You; or
  - (b) it is in accordance with clause 17.1.

## 18 Privacy

- 18.1 Compliance with Privacy Legislation**
- (a) In providing the Services under this Agreement, You agree to comply with the Privacy Legislation as if You are Us.
  - (b) In performing Your obligations under the Agreement You agree to comply with any direction of Us in respect of compliance with the Privacy Legislation.

- 18.2 Other privacy obligations**
- (a) Without limiting Your other obligations under the Agreement, You agree to immediately notify Us if You have reasonable grounds to believe that there has been a breach of the Privacy Legislation in connection with the Services or the Agreement.
  - (b) You will take all reasonable steps to ensure that relevant persons are made aware that the information You collect in relation to the Services may be provided to Us for the purposes of auditing or assessing Your compliance with the Agreement.

## 19 Documents, Records and reports

- 19.1 Submission of documents**
- (a) We may:
    - (i) review any document, or any resubmitted document, prepared and required to be submitted by You under the Agreement; and

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- (ii) within 10 Business Days of the submission by You of such document or resubmitted document (or such later time as we may advise), accept or reject the document.
  - (b) If any document is rejected, You agree to address any comments made by Us in relation to the document and resubmit the amended document to Us for review.

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**19.2 Record keeping**

- (a) You agree to keep full and accurate Records in relation to the Agreement:
  - (i) in accordance with applicable Notified Policies, Standards, Accounting Standards and laws;
  - (ii) for the Term and for a period of 7 years after the expiry or termination of the Agreement or such longer period as may be required by law or specified by Us in writing; and
  - (iii) in such a way so as to allow the Records to be easily accessed, retrieved and used by Us.
- (b) You agree to keep sufficient Records so that:
  - (i) all accounting and financial transactions, including receipts, proof of purchases, invoices and payment information relating to the Funds are clearly separate and identified from Your other financial and operational accounts and records;
  - (ii) if required by Us or law, financial statements can be prepared in accordance with Accounting Standards;
  - (iii) if required by Us or law, accounts and records can be audited in accordance with Auditing Standards;
  - (iv) proper operational records are able to verify Your performance of Your obligations under the Agreement; and
  - (v) any Asset Register is maintained in accordance with the Agreement.
- (c) You agree to dispose of the Records referred to in this clause 19.2, once they are no longer required to be maintained in accordance with clause 19.2, in accordance with sound records management practice or as otherwise specified in writing by Us and in accordance with all laws. This clause 19.2(c) does not apply to the extent that You are required to retain a Record for Your internal governance and compliance purposes.

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**19.3 GIPA Act**

- (a) You acknowledge that We may disclose certain information in relation to the Agreement in accordance with Our obligations under the *Government Information (Public Access) Act 2009 (NSW) (GIPA Act)*, including making certain information about the Agreement publicly available in any register of contracts We are required to maintain under the GIPA Act.
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- (b) You agree to, within 7 Business Days of receiving a written request from Us, provide Us with immediate access to the following information contained in records held by You:
    - (i) information that relates directly to the performance of the Services by You;
    - (ii) information collected by You from members of the public to whom You provide, or offer to provide, the Services; and
    - (iii) information received by You from Us to enable You to provide the Services.
  - (c) For the purpose of clause 19.3(b), "information" does not include:
    - (i) information that discloses or would tend to disclose Your financing arrangements, financing modelling, cost structure or profit margins;
    - (ii) information that You are prohibited from disclosing to Us by provision made by or under any Act of any State or Territory, or of the Commonwealth; or
    - (iii) information that, if disclosed to Us, could reasonably be expected to place You at a substantial commercial disadvantage in relation to Us, whether at present or in the future.
  - (d) You agree to provide copies of any of the information requested by Us in accordance with clause 19.3(b) at Your own cost.

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**19.4 Reports and information**

- (a) You agree to provide Us with all reports and information at the times and in the format reasonably specified by Us from time to time during the Term, including in accordance with any reporting requirements:
    - (i) stated in the Schedule and elsewhere in the Agreement; or
    - (ii) that We may otherwise notify You of from time to time during the Term.
  - (b) You agree to provide reports and information in accordance with, if required by Us:
    - (i) applicable policies or guidelines which We specify; and
    - (ii) relevant Accounting Standards.
  - (c) In addition to any requirements to provide reports or information to Us, You agree to provide Us with any information, records or reports in relation to the Services, the expenditure of the Funds or Your obligations under the Agreement, when requested to do so by Us.
  - (d) All reports and information provided by You to Us will be of a standard, and provided in a way, reasonably acceptable to Us.
  - (e) Unless otherwise stated in the Schedule, You agree:
    - (i) to transfer to us all Intellectual Property Rights in any reports provided by You under the Agreement; and
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- (ii) that You must not publish or provide the reports to any third parties without Our prior written consent.
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**19.5 Government information sharing**

Without limiting or otherwise restricting any other clause of the Agreement:

- (a) You authorise Us to make information concerning You available to other NSW Government agencies, including any information provided by You to Us and any information relating to Your performance under the Agreement;
- (b) You acknowledge that information about You from any source, including substantiated reports of unsatisfactory performance, may be taken into account by NSW Government agencies considering whether to offer You future opportunities for NSW Government work;
- (c) You agree that the communication of such information to any NSW Government agency is a communication falling within section 30 of the *Defamation Act 2005* (NSW); and
- (d) You release and indemnify Us and the State of New South Wales from and against any claim in respect of any matter arising out of such communications.

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**20 Insurance and indemnity**

**20.1 Insurance**

- (a) Subject to clause 20.1(b), You agree to take out and maintain adequate insurance policies with a reputable insurer(s):
  - (i) to comply with Your legal obligations and cover Your business and operational risks in relation to the Agreement; and
  - (ii) for the Term, except for those policies providing cover on a 'claims made' basis, which You agree to maintain for the Term and a period of at least six years thereafter.
- (b) Without affecting Your obligations under clause 20.1(a), You agree to effect and maintain any insurance stated in the Schedule on the terms stated in the Schedule.
- (c) If We request, You agree to give Us satisfactory evidence of the insurance policies You are required to effect and maintain under the Agreement.
- (d) You agree to immediately notify Us of any event which affects or may affect Your compliance with this clause 20.1.

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**20.2 Indemnity**

- (a) You agree to indemnify, and keep indemnified, Us and Our Personnel (each an **Indemnified Person**) against any Claim that may be made or brought by any person against Us and Our Personnel arising out of or in connection with:
    - (i) any unlawful, negligent, reckless or deliberately wrongful act or omission of You or Your Personnel in relation to the Agreement;
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- (ii) a breach or claimed breach by You or Your Personnel of a third party's Intellectual Property Rights or Moral Rights that relates to Your performance of the Agreement; or
  - (iii) any death, personal injury or loss of or damage to property relating to You or Your Personnel's performance of the Agreement.
- (b) Your liability to indemnify under clause 20.2(a) will be reduced proportionally to the extent that any unlawful, negligent or deliberately wrongful act or omission of an Indemnified Person caused or contributed to the Claim.
  - (c) You agree to notify Us immediately if You become aware of any Claim or likely Claim, against You or Your Personnel relating to the Agreement.
  - (d) We hold on trust for the Indemnified Persons the benefit of the indemnity provided by You under clause 20.2(a).

## 21 Acknowledgement and publicity

- 21.1 Acknowledgement and publicity**
- (a) You agree to acknowledge the funding support You receive from Us in any publications, advertising and promotional materials in the form and manner as may be stated in the Schedule or as reasonably requested by Us from time to time.
  - (b) You agree to notify Us before making any press or other announcements or releases relating to the Agreement, unless it is to promote the Services or is required to be made by law.
  - (c) You agree to not use Our logo or trademarks without Our prior written approval.
  - (d) You acknowledge that We or the NSW Government may publicise the awarding of the Funds at any time after they are awarded, including:
    - (i) Your name;
    - (ii) the amount of the Funds provided;
    - (iii) the title and brief description of the Services; and
    - (iv) any results or outcomes arising out of the Funds.

- 21.2 No restriction on advocacy activities**
- Nothing in the Agreement restricts the ability of You or Your Personnel from entering into public debate or advocacy activities, subject to You complying with Your obligations relating to confidentiality, privacy and Conflict of Interest.

## 22 Dispute resolution

- 22.1 Resolving disputes**
- (a) This clause 22.1 applies to any dispute which arises between the parties in relation to the Agreement.



- (b) Subject to clause 22.1(g), each party agrees to not commence or maintain any action or proceedings in any court, tribunal or otherwise without first complying with the process set out in clauses 22.1(c) to (f).
- (c) If a party considers that a dispute has arisen it may issue a written notice to the other party, setting out reasonable particulars of the matters in dispute (**Dispute Notice**).
- (d) After the issue of a Dispute Notice the nominated representatives of the parties stated in the Schedule must promptly, and not later than 5 Business Days after receipt of the Dispute Notice, hold good faith discussions with a view to trying to resolve the dispute.
- (e) If the dispute has not been resolved within 10 Business Days after receipt of the Dispute Notice (or such longer period as agreed by the parties), then the dispute must be referred to the senior representatives of the parties stated in the Schedule who must hold good faith discussions with a view to trying to resolve the dispute.
- (f) If the dispute has not been resolved within 20 Business Days after receipt of the Dispute Notice (or such longer period as agreed by the parties), either party may pursue its rights and remedies under the Agreement as it sees fit.
- (g) Nothing in this clause 22 prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief.
- (h) If, after complying with the process set out in clauses 22.1(c) to (f), the parties agree to refer the dispute to a form of alternative dispute resolution to seek to resolve the dispute, then each party agrees to bear its own costs in relation to that form of alternative dispute resolution and bear equally the cost of any person engaged to resolve the dispute under any such process.

**22.2 Continue to perform** Notwithstanding the existence of a dispute, the parties agree to continue to perform their obligations under the Agreement, unless the nature of the dispute renders it impossible to do so.

## 23 Notices and communication

- 23.1 Notice requirements**
- (a) Any notice, request, or other communication to be given or served under the Agreement must be:
    - (i) in writing;
    - (ii) signed by a duly authorised officer of the sender; and
    - (iii) delivered to the physical address or electronic mail address of the other party's representative as stated in the Schedule or as last notified by the other party.
  - (b) A notice to be given or served pursuant to clause 12 or 13 must be delivered to the other party's physical address and electronic mail address.



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- 23.2 Receipt of notices**
- (a) Subject to clause 23.2(b), any notice, request or other communication in relation to the Agreement will be deemed to be received:
    - (i) if delivered by hand, on the date of delivery;
    - (ii) if it is sent by post within Australia, upon the expiry of 2 Business Days after the date on which it was posted or, or if it is sent by post outside Australia, upon the expiry of 7 Business Days after the date on which it was posted; and
    - (iii) if transmitted by electronic mail, at the time when the electronic mail becomes capable of being retrieved by the other party at the electronic mail address designated by the other party.
  - (b) If a notice, request or other communication is delivered or received on a non-Business Day or after 5 pm in the place it is sent to, it will be deemed to have been given at 9 am on the next Business Day there.

## 24 General provisions

- 24.1 Governing law and jurisdiction** The Agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

- 24.2 Entire agreement** The Agreement represents the entire agreement between You and Us in relation to the Services and the Funds and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing in relation to its subject matter.

- 24.3 Variations** The Agreement can only be varied by a written document executed by both You and Us.

- 24.4 Relationship of the parties and Your status**
- (a) The parties acknowledge and agree that nothing in the Agreement creates any employment, partnership, agency or joint venture relationship between the parties.
  - (b) A party does not have authority to bind the other party or incur any liability or make any representation on behalf of the other party.
  - (c) You warrant that:
    - (i) You are a legal entity capable of entering into the Agreement;
    - (ii) the execution of the Agreement and the provision of the Services complies with all laws; and
    - (iii) all authorisations, accreditations, licences, registrations and consents required to be obtained to provide the Services have been obtained and are valid and continuing and that You are not aware of any breaches of these.
  - (d) If You provide any or all of the Services in the capacity of trustee, You warrant that You:
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- (i) are the sole trustee of the relevant trust and have been validly appointed;
  - (ii) have full and valid power, authority, consents and approvals under the relevant trust to execute the Agreement and carry out the transactions contemplated by the Agreement; and
  - (iii) have the right to be indemnified out of the assets of the relevant trust for all liabilities incurred by You under the Agreement.
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- 24.5 Assignment and novation**
- (a) We may assign Our rights, or delegate or novate Our rights and obligations, under the Agreement to any New South Wales Government department, agency or public body created or authorised by law to administer Our functions or discharge Our role without Your consent. You agree to execute any documents We require in order to give effect to such arrangements.
  - (b) You cannot assign Your rights or claim to novate Your rights and obligations under the Agreement without Our prior written consent.
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- 24.6 Survival**
- Clauses 7, 8, 9.6, 11, 13, 15, 16, 17, 18, 19, 20, 21, 22, and 24.6 continue to apply after termination or expiry of the Agreement, along with any other clause that should by its nature survive.
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- 24.7 Severability**
- If any part of the Agreement is prohibited, void, voidable, illegal or unenforceable, it is severed from the Agreement without affecting the remaining parts of the Agreement.
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- 24.8 Waiver**
- (a) A right or remedy created by the Agreement cannot be waived except in writing signed by the party entitled to that right.
  - (b) Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.
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- 24.9 Further assurances**
- Each party agrees to promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements under the Agreement.
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- 24.10 Costs and expenses**
- (a) Each party agrees that it will bear its own legal costs and disbursements relating to the negotiation, preparation, execution and carrying into effect of the Agreement.
  - (b) You agree to pay all stamp duty assessed on or in relation to the Agreement and any instrument or transaction required by or necessary to give effect to the Agreement.
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- 24.11 Counterparts**
- The parties may execute the Agreement by counterparts, which together will constitute one agreement.
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## 25 Security

### 25.1 Security procedures

You must:

- (a) establish, maintain, enforce and continuously improve Your safety, and security and privacy procedures and safeguards as set out in the Notified Policies against the unauthorised access, use, disclosure, destruction, loss or alteration of Confidential Information and personal information; and
- (b) notify and keep us notified at all times of Your current safety, and security and privacy procedures and safeguards in respect of Confidential Information and personal information and keep Us notified of any amendments to such procedures and safeguards that are made from time to time.

### 25.2 Notification of Security Breach

Without prejudice to clause 25.1, You must:

- (a) comply, and ensure that Your Personnel comply, with the secrecy and security requirements of the Notified Policies;
- (b) provide us with immediate written notice if You or Your Personnel become aware of an actual, alleged or suspected breach of the secrecy and security requirements referred to in clauses 25.1 and 25.2(a) (**Security Breach**);
- (c) within 48 hours from the notification in clause 25.2(b), conduct an investigation into the Security Breach and notify Us of Your findings in respect of whether a secrecy or security breach has occurred, the nature of the breach, its consequences and plan to remedy; and
- (d) if a secrecy or security breach has occurred, as soon as reasonably practicable from the conclusion of the investigation in clause 25.2(c), remedy the secrecy or security breach and notify Us as soon as that remedy has been applied.