



Agreement for Funding of Services

Schedule

Program: Specialist Homelessness Services (SHS)

Contract ID: 1-11488347029

Contract Name: Upper West Homelessness Housing and Support Service (HNSW.13.56.14-01)

Department of Communities and Justice

ABN 36 433 875 185

Mission Australia

ABN 15 000 002 522

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

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

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

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

Details	Description	
Us (Agency)	Name:	Department of Communities and Justice
	ABN:	36 433 875 185
	Address:	130 Brisbane Street, Dubbo NSW 2830
	Position, name and contact details of Agency representative:	Riki Price Contract Manager T: 02 6826 7401 M: 0427 828 089 E: riki.price@facs.nsw.gov.au W: www.dcj.nsw.gov.au
You (Provider)	Name:	Mission Australia
	ABN/ACN/ICN:	15 000 002 522
	Address:	110 Macquarie Street, Dubbo NSW 2830
	Position, name and contact details of Provider representative:	Dale Towns Area Manager T: 02 6884 8526 M: 0427 109 061 E: townsd@missionaustralia.com.au W: missionaustralia.com.au
Initial Term (Clauses 1.1 and 3.1)	3 years Start Date: 1 July 2021 End Date: 30 June 2024	
Extension period (Clause 3.2)	Not applicable	

Services
(Clauses 1.1
and 5)

TABLE 1

Financial Year	Service level	Maximum quantity	Unit measure	Unit price	Line Item Total
2021-2022	Provision of services supporting people experiencing or at risk of homelessness	1	Service	\$2,105,534.07 ♦	\$2,105,534.07 ♦
2021-2022	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 (DVRE)	1	Service	\$307,874.15*	\$307,874.15*
2022-2023 2023-2024	Provision of services supporting people experiencing or at risk of homelessness	1	Service	\$2,202,494.76 per annum*	\$2,202,494.76 per annum*
2022-2023 2023-2024	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 (DVRE)	1	Service	\$307,874.15 per annum*	\$307,874.15 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/ LGA's
As set out below in Section 1.2 Specific Requirements	As set out below in Section 'Target Group / Number of Clients'	As set out below in Section titled 'Target Group'	As set out below in Section 2 Geographic Coverage

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

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

1. SERVICE REQUIREMENTS

1.1 General Requirements

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

1.2 Specific Requirements

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

The Upper West Homelessness and Housing Support Service will support young people, adult men and women, and families, including those who are escaping domestic and family violence, who are homeless or at risk of homelessness.

Aboriginal people will be a key client group for this Service.

The Service will support clients across the spectrum of needs through the following approaches:

- Early intervention and prevention through outreach to sustain existing tenancies identified at risk and those who are inappropriately accommodated (for example, living in overcrowded housing)
- Supported crisis and transitional accommodation with an emphasis on exiting the client into stable housing. This includes support to the Safe Houses in Brewarrina, Lightning Ridge and Walgett
- Immediate interventions and support to clients experiencing domestic and/or family violence to remain in the family home or to be safely rehoused
- Post-crisis support to help clients resolve any issues that caused their homelessness in order to prevent any future episodes.

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

The Service must have a robust assessment process to determine the most appropriate service response whereby clients' safety is paramount. Complex clients will require additional multidisciplinary supports, which should be accessed through collaborative arrangements with other specialist services in the region. Flexible brokerage funding will be available to achieve identified client-centred goals that cannot be accessed through collaborative arrangements. The Service must have a strong case management approach to ensure intensive and integrated support with multiple services is facilitated on behalf of the client.

The Service includes a Safe House program based on a service model that aims to meet the needs of women in remote Aboriginal communities. Women and children can go to the Safe Houses on a temporary basis to avoid violence without actually 'leaving' their partner. The program aims to provide a safe place for women and children away from domestic and family violence but with the understanding that a proportion of service users will maintain permanent housing elsewhere and return to it after a period at the Safe House.

Delivery of services at Safe House locations is for Aboriginal women and children, and where this is not the case, there is a justifiable service delivery explanation. Accommodation or support services are not delivered to men from the Safe House properties.

The Service will support and facilitate young people's access to education, training and employment services. The responses to young people can be as broad as providing outreach to couch surfers, facilitating access to family reconciliation services such as Reconnect, a bed and support within a crisis refuge or transitional housing, or tenancy support approaches to stabilise a tenancy.

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

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

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

The majority of clients assisted by this Service will be Aboriginal. It is expected the Service will form close working partnerships with local Aboriginal service providers and organisations such as Aboriginal Land Councils. Strong links to the Aboriginal communities in the target locations are required.

Domestic Violence Response Enhancement funding (DVRE)

The DVRE program helps women and children escaping Domestic and Family Violence to remain in their community.

The Service will provide DVRE support to women and children in the communities of Brewarrina, Coonamble, Nyngan, Warren and Warrumbungle.

The Service will deliver a continuum of services through a range of strategies including one on one casework, group work, mentoring activities, information and referral to specialist services and access to alternative accommodation as well as provision of programs i.e. Men's Change Behaviour Programs, Keeping Children Safe, Out of the Dark, Through Young Black Eyes and Circle of Security.

The Service will have a worker available in each community during business hours to support women and children escaping Domestic and Family Violence and to ensure timely support and referral of women and children who have been placed into temporary accommodation.

The Service does not have existing properties in the LGA/s this Service is delivered in, but possesses an informed understanding of demand for temporary accommodation. When required they will purchase temporary accommodation to support the urgent accommodation needs of women with or without children escaping Domestic & Family Violence. Working in partnership with private owners of motels, hotels and caravan parks to purchase after-hours access, the arrangements will be based on a bed night basis and may involve up front bulk purchasing of rooms to ensure guaranteed access for clients.

An arrangement is in place with Link2home and the Linker service supporting 24 hr service provision to gain support for clients accessing safe accommodation during out of hours periods. Ongoing support will be provided by the associated SHS's to develop multi-agency case plans to provide further support to gain and maintain safe, suitable and appropriate housing

The Service has ongoing working relationships with a wide range of services and stakeholders. In particular supporting and working in partnership with first to know agencies such as Police, Link2home, DCJ, Schools, Centrelink, Health and DV Services. These partnerships enable services to meet the diverse and complex needs of our clients in a holistic and effective manner.

Expenditure of all brokerage funding is provided in detail to DCJ as required.

Coonamble

A headleased property will be sourced by the Service from the private rental market for the use of short term crisis or transitional accommodation for DVRE clients - women and families experiencing or at risk due to domestic and family violence. The Service has implemented trauma informed practice, ensuring families feel safe and comfortable on intake.

The property will not be staffed 24/7, however clients will have access to the Linker Program and the after hours on-call number to ensure families who are placed in the house have ongoing after hours telephone support.

In addition to this an on-call number will be available after hours to provide support and referral to those families who are accessing the Transition House.

2. GEOGRAPHIC COVERAGE

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

SHS	Bogan, Brewarrina, Coonamble, Gilgandra, Walgett, Warren and Warrumbungle Local Government Areas (LGA's)
DVRE	Bogan, Brewarrina, Coonamble; Warren and Warrumbungle Local Government Areas (LGA's)

Services will be provided to clients across the LGA's and available as outreach (one day per month) or telephone contact with clients in smaller outlying communities. Including Ginghi and Namoi Villages.

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

3. GOVERNMENT PROPERTIES

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.

DVRE Services

No additional Government owned or funded properties are provided for DVRE under this Agreement. DVRE funding cannot be used to purchase properties.

SHS Program Specifications provide further detail about the use of DVRE funding to headlease suitable properties from the private rental market in collaboration with a Community Housing Provider (CHP).

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.

Target Group Priority client groups for this service are:

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

- Young people
- Women
- Men
- Families, including those experiencing domestic and family violence
- Aboriginal people (this Service has a set target of 80% for Aboriginal clients)
- Women, with or without children, who are experiencing homelessness or are at risk of becoming homeless as a result of domestic and family violence

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

- N/A

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 **637** clients per annum.

The minimum estimated number of **SHS (549)** and **DVRE (88)** clients in each demographic group covered by this Service is set out in the table below:

Description	Client Group	Bogan	Brewarrina	Coonamble	Gilgandra	Lightning Ridge	Walgett	Warren	Warrumbungle	Total
People experiencing homelessness	Young People	2	10	2	2	9	10	2	2	39
	Men	2	6	2	2	9	14	2	2	39
	Women	2	5	2	2	9	12	2	2	36
	Families	4	13	5	2	21	24	4	5	78
Sub Total		10	34	11	8	48	60	10	11	192
People at risk of homelessness	Young People	3	16	7	4	14	15	3	7	68
	Men	4	15	6	4	13	16	4	6	67
	Women	2	11	5	4	13	16	2	5	61
	Families	5	36	22	12	38	22	5	22	162
Sub Total		14	78	40	24	78	69	14	40	357
Total		24	112	51	32	126	129	24	51	549
Description / Client Group										
Women, with or without children who are experiencing or at risk of homelessness supported through DVRE		15	20	10	-	-	15	28	88	
TOTAL		39	132	61	32	126	129	39	79	637

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))

\$7,434,146.04 (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	\$2,413,408.22. Applicable Indexation, and ERO* where applicable, will be applied.
2022-2023	\$2,510,368.91. Applicable indexation will be applied.
2023-2024	\$2,510,368.91. 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 st working day of each quarter or prior	N/A

Your bank account details: (Clause 9.1(b))		
You must use the Funds during the following period: (Clause 9.3(a)(iii))	The Financial Year in which the Funds are paid to You, unless notified by Us in writing.	
Budget (Clauses 1.1 and 9.2)	It is expected this Service will include and 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: (Clause 1.1)	\$2,000 (exclusive of GST)
	Other items that are Assets: (Clause 1.1)	Not applicable
	Asset obligations: (Clause 11.1(a)(i))	Nothing stated
	Owner of assets: (Clause 11.2)	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.

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

Table 4

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

	<p>(n) Participate in refinement activities on outcomes framework, KPIs and contract management meetings (sector engagement to be managed by DCJ)</p> <p>(o) Continue ASES accreditation process until certificate level achieved, if not already achieved in Years 1 or 2*</p> <p>(p) Continue support of local Premier's Priority initiatives to reduce street sleeping, where applicable</p>	
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> <ol style="list-style-type: none"> 1. 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 2. 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 3. Implementing the adjustment to service models agreed through planning and consultation 	During the Agreement term (July 2021 to June 2024)
4	Achieve ASES accreditation if not already achieved beforehand*	30/06/2024

Number	Milestones	Due Date
5	You will engage with Community Working Parties and other relevant Community Governance Groups within the contract service area; share service information and invite feedback not less than once per annum. You will engage with and participate in relevant interagency meetings in the contracted service area.	Annual

ASES Accreditation*

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.

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
(Clauses 1.1 and 5.2(b))

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

Standards
(Clauses 1.1 and 5.2(c))

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

Performance and Outcome Measures (Clauses 1.1 and 5.3)

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

Subcontracting
(Clauses 1.1 and 6.3)

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

Table 4

Organisation Name	Financial/Non-Financial	\$	Role of Organisation
Gilgandra Shire Council	Financial	\$120,682	Subcontracted to deliver the service in the Gilgandra LGA

- A signed copy of subcontractor written agreement for all subcontractor arrangements show 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 Agreements 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.

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

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

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

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

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

- (a) change to legal status;
- (b) change of ABN; and
- (c) new ACN.

Additional contributions
(Clause 9.8)

Refer to clause 7 of the Supplementary Conditions.

Ownership or licensing of Intellectual Property Rights
(Clauses 16.1, 16.2 and 19.4(e)(i))

Refer to clause 16 of the Agreement

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

TABLE 5

Report name	Content of report / report requirements	Frequency of report	Form and method of delivery of report	Details of recipient (name, title and email address)
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 HYAP 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.

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 overall 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.

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

Acknowledgment and publicity (Clause 21.1) Any publications, advertising and promotional materials developed in association with this service are to acknowledge NSW Government funding

Dispute resolution (nominated representatives) (Clause 22.1(d))	Our nominated representative:	Manager Commissioning & Planning Western NSW District E: jenny.rolfe@facs.nsw.gov.au T: 02 6363 6025 M: 0409 001 405
	Your nominated representative:	Ann Winterton State Leader Central and Far West E: wintertona@missionaustralia.com.au T: 02 6884 8526 M: 0408 478 845
Dispute resolution (senior representatives) (Clause 22.1(e))	Our senior representative:	Tara Vella District Director Western NSW District E: District.DirectorMFW&WNSW@facs.nsw.gov.au T: 02 6841 1523
	Your senior representative:	Nada Nasser State Director (NSW/ACT/VIC) E: nassern@missionaustralia.com.au T: 02 9288 0052

Supplementary Conditions 1. **Effect of 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 Guidelines 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:

-
- (a) that Our right to extend under clause 3.2 of the Agreement is an option to extend the Term for the extension period; and
 - (b) that 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 Guidelines

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

5. Accounts and records

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

6. Funds held on trust

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

7. Additional funds

- (a) Without limiting any other rights under the Agreement, if:
 - (i) You have received funds from another party to be used, or that have been used, in connection with or for the purposes of the Services; and
 - (ii) at the end of the Term, some or all of that funding has not been spent or contractually committed, including as a result of You having a surplus or underspending for the Services,
We may determine that an appropriate pro-rata amount of those funds must be paid to Us. This pro-rata amount will be determined by Us and will be proportionate to the amount We contributed to the total funding You received in connection with or for the purposes of the Services.
- (b) You agree to pay us the amount determined under paragraph 7(a) within 20 Business Days following notice in writing from Us of that determination.
- (c) For the avoidance of doubt, paragraph 7(a) applies to both 'Additional contributions' stated in this Schedule and any arrangements, agreements or activities notified to Us pursuant to clause 9.8(a) of the Agreement.

8. Asset Register

For the purpose of clause 11.3 of the Agreement, the Asset Register must be provided to Us 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 must comply with section 170 of the *Children and Young Persons (Care and Protection) Act 1988* (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 must deliver the records to the Secretary of Us.
- (b) If You are funded to provide out-of-home care services, You must deliver to Us at no cost, all records relating to the placement in statutory or supported out-of-home care of Aboriginal and Torres Strait Islander children and young persons, within 60 days after the child or young person ceases to be in the care of your organisation, for any reason or ceases to be in statutory or supported out-of-home care. Records in electronic format must be delivered in PDF format, or any other electronic format specified by Us.

12. Reporting

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

Organisational level

- (a) Subject to paragraph 12(d), if You are required by law to prepare audited financial statements, You must 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, You must 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.
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- (e) You must 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 must provide a detailed income and expenditure statement:
- (i) for Funds under the Agreement valued at above \$25,000 (excl. GST);
 - (ii) to include any additional funds provided by Us;
 - (iii) within 4 months of the end of each Financial Year during the Term;
 - (iv) at expiry and/or termination; or
 - (v) upon request.
- (h) In relation to the Services, You must 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 must 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 will 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 must 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 must collect and provide the following information to Us:
- (i) all information required to report on Your performance under the Agreement;
 - (ii) information relating to the delivery of the Services;
 - (iii) information in accordance with any data collection requirements notified to You from time to time; and
 - (iv) information required for surveys or research authorised by Us.

15. Reasonable access

You agree to:

- (a) provide the Services in a way which provides reasonable access to all persons in the Target Group (or if there is no Target Group, to all persons) regardless of race, gender, age, pregnancy, marital status, disability, sexual preference, religion, cultural background, transgender or health status. You acknowledge and agree that the provision of reasonable access may require the use of interpreters and translators for clients from diverse linguistic and cultural backgrounds; and

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- (b) take reasonable action to ensure that any usual places at which the Services will be provided are physically accessible to people with disability, 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 will, 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 10 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 will 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 will, where practicable, endeavour to provide reasons upon attending the premises or inspecting the records or documents.

17. Cooperation and assistance

You Agree to provide access at no cost or expense to Us.

18. Notice sent to the FACS contract management portal

- (a) Unless stated otherwise in this Agreement and subject to clause 23, a notice, request or other communication given under this Agreement may be sent by either party via the FACS 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 FACS contract management portal must be signed by a duly authorised representative of the sending party;
- (c) Without limiting the means by which the sending party may be able to prove that a notice, request or other communication has been received by the other party, it will be deemed to have been received:
 - (i) when the sender receives an automated message confirming delivery (and retains proof of receipt) or

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- (ii) 30 minutes after the time sent (as recorded on the portal from which the sender sent the message) unless the sender received an automated message that the message has not been delivered (and retains proof of such receipt)

whichever happens first.

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

Additional Supplementary Conditions

19. Child Safe Organisations

Providers that work with children are required to comply with child safe practices as defined by the NSW Office of the Children's Guardian, and the Child Safe Standards

<https://www.kidsguardian.nsw.gov.au/ArticleDocuments/838/ChildSafeStandardsGuide.pdf.aspx?Embed=Y> and <https://www.kidsguardian.nsw.gov.au/child-safe-organisations/training-and-resources/child-safe-standards>.

20. Government properties

- (a) For a Provider who has been allocated the management responsibility of government funded community housing capital and/or leasehold properties, the Provider or related legal entity the management responsibility is contracted under will need to be and remain a Registered Community Housing Provider within the meaning of the Community Housing Providers (Adoption of National Law) Act 2012 (NSW).
- (b) Providers who are delivering support services only for clients of government funded community housing properties will work in partnership with a Registered Community Housing Provider, responsible for delivering property and tenancy management services. The Registered Community Housing Provider will either have already had management responsibility over these properties or have a service presence in the local area that the Housing Agency will invite to take on the leasing or funding management responsibility of the properties.
- (c) Where a property portfolio has been linked to the provision of support, it is described in Attachment 3 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 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 4 – 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 4 – 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 4 – Co-contributions Schedule and will commit to retaining these co-contributions for the duration of this Agreement for Funding of Services - Schedule.

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- (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 4 – Co-contributions Schedule, the Provider is required to contact DCJ immediately to negotiate changes to Attachment 4.
- (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. Program Redesign, 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

The following Additional Supplementary Conditions apply to Providers allocated Youth Crisis Accommodation Enhancement (YCAE) funding:

- (a) Providers in receipt of YCAE are required to continue delivering services as agreed with DCJ.
- (b) Where YCAE is consolidated inside a HYAP Agreement from 1 July 2021, consolidation is not intended as a means for changing scope of the existing YCAE. Expectation is that the YCAE focus as agreed between DCJ and the Provider in enhancement agreements to date is retained, and YCAE funding continues to support expected YCAE service provision.

26. Housing clients

- (a) The Provider must not house women and men in the same property, unless a full risk assessment has been undertaken to determine, that there is no unacceptable risk either to clients being housed or to other residents.
- (b) This applies to women and men housed 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 4 – 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.

Attachment 1 - Specialist Homelessness Services Program Specifications

Attachment 2 - Property Details

Attachment 3 - Co-contributions Schedule

EXECUTION

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

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

Executed as an agreement on 8/6/2021

 [#insert date of execution]

Signed for and on behalf of Department of Communities and Justice ABN 36 433 875 185 by its duly authorised officer in the presence of:

 Signature of witness

 Signature of authorised officer

Erika Price

 Print full name

Jenny Rolfe

 Print full name

8/6/2021

 Date

Manager Commissioning & Planning, Western Far West NSW

 Position of authorised office

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

 Signature of Attorney

 Signature of Attorney

Nada Nasser

 Print full name

Ben Carblis

 Print full name

7/6/2021

 Date

Attachments

Attachment 1 - Specialist Homelessness Services Program Specifications

Attachment 2 - Property Details

Attachment 4 - Co-contributions Schedule