



Agreement for Funding of Services

Schedule

Program: Reintegration Housing Support Program

Contract ID: #TBC

Contract name: #RHSP Program

Department of Communities and Justice
ABN 36 433 875 185

Community Restorative Centre
ABN 75 411 263 189

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)	<p>Name: Department of Communities and Justice</p> <hr/> <p>ABN: 36 433 875 185</p> <hr/> <p>Address: 2 Cavill Avenue, Ashfield NSW</p> <hr/> <p>Position, name and contact details of Agency representative: Jason Kara, Director, Strategy, Policy and Commissioning, Housing, Homelessness and Disability, [REDACTED] Jason.Kara@fac.s.nsw.gov.au</p>
You (Provider)	<p>Name: Community Restorative Centre</p> <hr/> <p>ABN/ACN/ICN: ABN 75 411 263 189</p> <hr/> <p>Address: 251 Canterbury Road, Canterbury NSW 2193</p> <hr/> <p>Position, name and contact details of Provider representative: [REDACTED] Chief Executive Officer, Community Restorative Centre GIPA Act s.14(2) cl 3(a)(b) - Personal information - Not to be published</p>
Initial Term (Clauses 1.1 and 3.1)	<p>Two years</p> <p>Start Date: 1 July 2021</p> <p>End Date: 30 June 2023</p>
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 and 2022-2023	Program Services for the Reintegration Housing Support Program (RHSP)	N/A	N/A	\$4.5 million (exclusive of GST)	\$4.5 million

- Provision of accommodation and other services to adults exiting adult custodial settings and at risk of homelessness; and
- Pilot funding to provide services to adults exiting custody.
- The RHSP will deliver services based on six (6) components of the program being co-ordinated referrals, integrated service response; person-centred engagement; wrap-around psychological support; monitoring progress and evaluating outcomes.

The service details are as follows:

TABLE 2

Service Level	Quantity	Target Group	Location/LGAs
Wrap-around psychosocial and long-term housing solutions	300-480 people for each financial year	Adult inmates exiting from correctional centres in NSW who are at risk of homelessness, or people who have recently served a custodial sentence who are experiencing homelessness.	Six (6) housing offices within metropolitan and regional areas of NSW.
Other service levels as set out in Attachment 1 (Program Specifications) of this Schedule			

Services (Clause 5.1 DCJ Program Specifications (ISHP)):

- Develop jointly agreed operating policies and protocols to ensure seamless service delivery approaches between the RHSP and DCJ Housing covering referrals, information sharing, wrap around support, monitoring and reporting outcomes.
- Accept all referrals of at-risk individuals made by the local DCJ Housing team—until the provider is at contracted capacity. Referrals will be managed as active RHSP participants, even where the individual refuses to engage with the RHSP provider, unless DCJ has agreed in writing that a participant should be excluded or exited from the program.
- Participants pre-release will be connected with in-reach services prior to release.
- Upon release (or for possible participants who have been referred who are already released), participants will receive outreach support and brokerage, primarily around access to suitable accommodation, but also wrap around psychosocial supports including but not limited to linkage to Community Corrections (parole and probation) and Centrelink, substance use support, physical and mental health services, as well as help obtaining identification, connecting with friends and/or family in the community and obtaining emergency items such as clothing.
- Participants will be provided with a purpose-designed engagement tool to assist in identifying services relevant to individual need, the how-to and timeframes for accessing support, including links to Community Corrections, Centrelink, pharmacotherapies, identification, mental-health support, local GPs, AA, NA, friends and family in the community, etc.
- Support workers will work alongside DCJ Housing officers to connect participants with DCJ Housing programs they may be eligible for including private market assistance, Together Home or social housing.
- The program will provide initial support in the post-release period for a period of approximately six to twelve months, however, workers will need to be flexible in responding to people with greater support needs.
- Coordinate and deliver community outreach and wrap around psychosocial support services to the contracted number of people, —each with a minimum of a 12-month support period. It is expected that providers work with all cohorts, —regardless of the complexity of need or demographic characteristics. As many participants are impacted by significant mental health, drug and alcohol, anti-social behaviour, financial and debt issues, —it is expected that funded services work closely with mainstream services at the local level to address barriers to accessing mental health, drug and alcohol, family violence, disability and financial services.
- Manage brokerage funds to help connect participants to housing and services. Brokerage expenditure must be linked to wellbeing plan goals and allocated in accordance with DCJ brokerage policies, —including exploring non-brokerage options to achieve wellbeing plan goals prior to expenditure of brokerage funds.

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- Manage the collection and reporting of core RHSP participant and outcomes information and contribute to the evaluation of the program. The provider will be expected to collect and report monthly data on the number of people assisted and the outcomes achieved.
 - The provider will be required to procure an independent evaluation in collaboration with DCJ. The evaluation will be completed during the first 12 months of the program, reviewing the results from the first year of operation. The results from the evaluation will be made available in the first quarter of year two of the project, and will inform practice improvements over the final three quarters of the project.
 - The provider will be required to ensure that approximately 20% of staff in the program should be from an Aboriginal or Torres Strait Islander background.
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Target Group

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

The target group will include all people exiting custody who are at risk of homelessness, or people who have recently served a custodial sentence who are experiencing homelessness. It is anticipated that the target group will include people of various ages, and cultural backgrounds, with an expectation that most will be aged 18-65, with limited exceptions. Once locations are confirmed for the RHSP, a detailed analysis of local demographics will be conducted, including an Aboriginal Impact Statement. The service provider is required to service relevant groups as needed, through the provision of culturally appropriate services. This may include targeted recruitment of staff.

DCJ Housing, in cooperation with Corrective Services NSW, will be responsible for identifying and referring people to the RHSP provider—in line with jointly agreed operational protocols.

Objectives

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

DCJ requires the services of a non-government organisation such as CRC to deliver the Reintegration Housing Support Program (RHSP), which is an initiative under the Reducing Homelessness Premier's Priority.

The objectives of the RHSP are to enhance local service system capacity to support people leaving prison who are at risk of homelessness in order to:

- Support people at risk of homelessness to secure stable long-term housing;
- Prevent homelessness that has occurred when people exiting custody do not have access to adequate housing supports;
- Provide wrap around psychosocial supports to improve overall wellbeing and reduce the risk of recidivism and homelessness; and
- Reduce the resource and expenditure impost on Housing NSW and other NSW government-funded agencies and services resulting from increased homelessness.

The program will deliver wrap around psychosocial support to connect people exiting custody who are at risk of homelessness to in-reach services prior to release, and immediately following release.

The objectives of the Reintegration Housing Support Program are to enhance local service system capacity to support people exiting custody who are at risk of homelessness in order to:

- Support people at risk of homelessness to secure stable long-term housing;
 - Prevent homelessness that has occurred when people exiting custody do not have access to adequate housing supports;
 - Improve participants' overall wellbeing through wrap around psychosocial supports and reduce the risk of recidivism and homelessness; and
 - Reduce the resource and expenditure impost on Housing NSW and other NSW government-funded agencies and services resulting from increased homelessness.
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Funds and payment
(Clauses 1.1 and 9.1)

Total amount of Funds: \$ 4,500,000(exclusive of GST)
(Clauses 1.1 and 9.1(a))

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 \$ a total of 4,500,000 (exclusive of GST) in a lump sum, upon execution of the Agreement

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

A portion of the funds will be paid to You each quarter.	N/A.	N/A	Not applicable, as funds will be released upon execution of the Agreement.
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Your bank account details:
(Clause 9.1(b))

Account Name - Community Restorative Centre Inc
GIPA Act s.14(2) cl 4(d) - Financial details - Not to be published

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)

\$4,500,000 (exclusive GST) has been allocated to this program from the 2020-2021 FY Homelessness Budget. This is based on an estimate of the funding required to deliver the proposed program's scope and reach, based on experience of similar programs.

Funding is available as a one-off opportunity through timing changes on homelessness program expenditure during recommissioning. Funding cannot be rolled over.

The total funding is expected to cover all program costs including staffing, program management and overheads as well as brokerage to help participants achieve their wellbeing plan goals.

No incentive payments will be included in the Agreement.

Assets
(Clauses 1.1 and 11)

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

Other items that are Assets: Refer to 'Establishment Cost items' itemised in the RHSP Head Office Six Sites and Evaluation extract in Attachment 3
(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)

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

TABLE 4

Number	Milestones	Due date
1	KPI 1: <u>Response to DCJ Housing Referrals</u> -Proportion of referrals from DCJ Housing where demonstrated attempts are made to engage a participant within ten (10) business days of the referral from DCJ Housing (Target 80%)	TBA
2	KPI 2: <u>Participant Engagement</u> -Proportion of referrals from DCJ Housing that result in a participant agreed wellbeing plan to secure long-term housing (Target 85%)	TBA

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)

None stated

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

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

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

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

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

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

Additional contributions
(Clause 9.8)

Refer to clause 7 of the Supplementary Conditions.

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

Refer to clause 16 of the Agreement.

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)
TBA	Refer to Clause 7 ('Reporting and data collection') of the DCJ Program Specifications	Every month of the Term of the Agreement	TBA	Matthew Sander, Manager, Housing, Homelessness and Disability Strategy, Policy & Commissioning [REDACTED] matthew.sander@dcj.nsw.gov.au

Insurance

(Clause 20.1)

Refer to clause 20.1 of the Agreement and Attachment 2 (Certificates of Currency – COM0000238).

Workers Compensation -as required under the Law

Public Liability -\$20 million per claim

Professional Indemnity -\$20 Million per claim

Acknowledgment and publicity

(Clause 21.1)

None stated

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

Our nominated representative:

Jason Kara
Director, Strategy Policy and Commissioning
Housing, Homelessness and Disability
Jason.Kara@facs.nsw.gov.au
[REDACTED]

Your nominated representative:

GIPA Act s.14(2) cl 3(a)(b) - Personal information - Not to be published
[REDACTED]

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

Our senior representative:

Anne Campbell,
Executive Director,
Housing, Homelessness and Disability
Anne.Campbell@dcj.nsw.gov.au
[REDACTED]

Your senior representative:

GIPA Act s.14(2) cl 3(a)(b) - Personal information - Not to be published
[REDACTED]

Supplementary Conditions
(Clauses 1.1, 2.1(c) and 5.1(a)(vi))**1. Effect of Supplementary Conditions**

For the purposes of clause 2.1(c) of the Agreement, where there is any inconsistency between the following Supplementary Conditions (including those described as “additional Supplementary Conditions”) and the Standard Terms, the following Supplementary Conditions will prevail over the Standard Terms to the extent of the inconsistency.

2. Additional definitions

In this Schedule, the following terms have the following meanings:

Financial Year means each 12 Month period commencing on 1 July and ending on 30 June.

Program Specifications means the document as amended or replaced by Us from time to time, an initial version of which (if any) is attached to the Agreement as Attachment 1.

3. Option to extend

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

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

4. Program Specifications

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

5. Accounts and records

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

6. Funds held on trust

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

7. Additional funds

- (a) You agree to provide details of any additional monetary contributions by another agency or authority relating to the provision of the specific services funded within this contract. This includes the following:
- (i) the funding amount
 - (ii) the agency providing the funding
 - (iii) the outputs and outcomes attributed to the funding
- (b) We reserve the right to discuss with You the potential impact any such funds may have on services funded by Us.

8. Asset Register

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

9. Termination without fault

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

10. Privacy Legislation

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

11. Records

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

12. Reporting

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

Organisational level

- (a) Subject to paragraph 12(d), if You are required by law to prepare audited financial statements, then You agree to provide Us with copies of such audited financial statements, within 4 months of the end of each Financial Year during the Term.
- (b) Any audited financial statement provided to Us must be accompanied by an audit certificate signed by an auditor who is a member of a professional accounting or auditing body that meets the Accounting Standards. The auditor must be independent of You and must not have any financial interest in You. The audit certificate must include a statement that the audit has been completed in accordance with all applicable Accounting and Auditing Standards.
- (c) Subject to paragraph 12(d), if You are not required by law to prepare audited financial statements, then You agree to provide Us with the following financial statements, within 4 months of the end of each Financial Year during the Term:
 - (i) Statement of profit and loss and other comprehensive income;
 - (ii) Statement of financial position;
 - (iii) Statement of changes in equity;
 - (iv) Statement of cash flow;
 - (v) Notes to the financial statements;
 - (vi) A signed and dated Responsible Persons' declaration about the statements and notes;
 - (vii) A compilation report.
- (d) You are not required to comply with paragraphs 12(a) or 12(c) if You are a local council, university or other body established under NSW legislation.
- (e) You agree to include in the audited financial statement any additional Funding provided by Us to You (outside of the Agreement), within 4 months of the end of each Financial Year during the Term.

Services

- (f) In relation to the Services, You agree to provide a detailed income and expenditure statement:
 - (i) for Funds under the Agreement valued at above \$25,000 (excl GST);
 - (ii) to include any additional funds provided by Us;
 - (iii) within 4 months of the end of each Financial Year during the Term;
 - (iv) at expiry and/or termination; or
 - (v) upon request.

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- (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
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- access may require the use of interpreters and translators for clients from diverse linguistic and cultural backgrounds; and
- (b) take reasonable action to ensure that any usual places at which the Services will be provided are physically accessible to people with disabilities, having regard to the circumstances of a particular case, including:
 - (i) the needs of the client;
 - (ii) the consequences for the client of exclusion from Services;
 - (iii) Your financial circumstances; and
 - (iv) the estimated cost of accessibility.

16. Audits

- (a) Clause 15.2(b) of the Agreement does not apply.
- (b) In respect of any access referred to in clause 15.2(a) of the Agreement, We agree to, where practicable, endeavour to provide:
 - (i) if We wish to attend your premises or the premises where the Services are or were provided – at least 48 hours prior notice to You;
 - (ii) if We wish to attend a client's or carer's private home, (and must only attend the client's or carer's private home with that client's or carer's permission) – at least 14 days prior notice to the client or carer;
 - (iii) if we wish to review, audit, or investigate Your performance under the Agreement – at least ten Business Days to You; and
 - (iv) any other circumstances – reasonable prior notice in the circumstances to You.
- (c) If We wish to review, audit, or investigate Your performance under the Agreement, We agree to also endeavour to provide You with:
 - (i) written terms of reference for the audit;
 - (ii) instructions about Your obligations during the audit;
 - (iii) a copy of any reporting arising from the audit; and
 - (iv) an opportunity to respond to any audit report.
- (d) Without limiting anything else in the Agreement, if We hold serious concerns about the provision of the Services, We reserve the right to, with the approval of Our relevant senior executive officer, attend premises or inspect records or documents without prior notice to You. We agree to, where practicable, endeavour to provide reasons upon attending the premises or inspecting the records or documents.

17. Cooperation and assistance

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

18. Notice sent to the DCJ contract management portal

- (a) Unless stated otherwise in this Agreement and subject to clause 23, a notice, request or other communication given under this Agreement may be sent by either party via the Department's contract management portal that has provisions for these notices, requests or other communication to be sent and received;
- (b) A notice, request or other communication sent by means of the contract management portal must be signed by a duly authorised representative of the sending party;
- (c) Without limiting the means by which the sending party may be able to prove that a notice, request or other communication has been received by the other party, it will be deemed to have been received:
 - (i) when the sender receives an automated message confirming delivery (and retains proof of receipt) or
 - (ii) 30 minutes after the time sent (as recorded on the portal from which the sender sent the message) unless the sender received an automated message that the message has not been delivered (and retains proof of such receipt)whichever happens first.
- (d) All electronic notices must comply with the *Electronic Transactions Act 2000 (NSW)*.

19. Additional Supplementary Conditions

N/A

"Attachment 1 – Program Specifications"

"Attachment 2 - Certificates of currency -CRC – COM0000238"

"Attachment 3 – RSHP Head office Six Sites and Evaluation Sheet"

"Attachment 4 – Reintegration Housing Support Program (Formerly known as the Inmate Housing Support Program) Proposal"

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 _____

4 June 2021


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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:

GIPA Act s.14(2) cl 3(a)(b) - Personal information - Not to be published

Signature of witness

Signature of authorised officer


Print full name


Print full name

Date:

16/06/21

Director, Housing, Homelessness & Disability
Position of authorised officer

Signed for and on behalf of **The Community Restorative Centre INC, ABN 75 411 263 189** by its duly authorised officer in the presence of:

Signature of witness

Signature of authorised officer

GIPA Act s.14(2) cl 3(a)(b) - Personal information - Not to be published

GIPA Act s.14(2) cl 3(a)(b) - Personal information - Not to be published

Print name of witness

Name of authorised officer

Date

08/06/21

Position of authorised officer