



Agreement for Funding of Services

Schedule

Program: Carers Peaks

Contract ID: Prj_5175

Contract name: Carers NSW Peak Activities and Targeted Carer Projects

Department of Communities and Justice
ABN 36 433 875 185

Carers NSW
ABN 45 461578 851]

The Date of the Agreement for Funding of Services – Schedule is **1 July 2024**

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: 6 Parramatta Square, 10 Darcy St, Parramatta NSW Locked Bag 5000, Parramatta, NSW, 2124</p> <hr/> <p>Position, name and contact details of Agency representative: Alison Francis, Manager Carers, Manager, Carers Strategy, Policy and Commissioning Department of Communities and Justice Email: alison.francis@dcj.nsw.gov.au</p> <hr/>
You (Provider)	<p>Name: Carers NSW</p> <hr/> <p>ABN/ACN/ICN: 45 461578 851</p> <hr/> <p>Address: Level 10, 213 Miller Street, North Sydney</p> <hr/> <p>Position, name and contact details of Provider representative: Elena Katrakis Chief Executive Officer 02 9280 4744 elenak@carersnsw.org.au</p> <hr/>
Initial Term (Clauses 1.1 and 3.1)	<p>5 years</p> <p>Start Date: 1 July 2024</p> <p>End Date: 30 June 2029</p> <hr/>
Extension period (Clause 3.2)	<p>"Not applicable"</p> <hr/>

TABLE 1

Financial Year	Service level	Maximum quantity	Unit measure	Unit price (Excluding GST)	Line-Item Total (Excluding GST)
2024/25	Carers Peaks Program	1	Service		
2025/26	Carers Peaks Program	1	Service		
2026/27	Carers Peaks Program	1	Service		
2027/28	Carers Peaks Program	1	Service		
2028/29	Carers Peaks Program	1	Service		
Total					

Services
(Clauses 1.1
and 5)

The service details are as follows:

TABLE 2

Service Level	Quantity	Target Group	Location/LGAs
Carers Peaks Program	1	Carers	Statewide

Target Group (Clauses 1.1 and 5.1(a)(i))	<p>The Carers (Recognition) Act 2010 defines carers as people who provide ongoing unpaid support to people who need it because of their disability, chronic illness, mental illness or frail age.</p> <p>The definition includes foster carers if they are caring for a child who needs additional support for example if they have a disability or mental illness.</p> <p>The definition does not include paid care workers.</p>
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Objectives (Clauses 1.1 and 5.1(a)(v))	<p>The objectives of the Carers Peaks Program are to contribute to building:</p> <ul style="list-style-type: none"> • Partnership approach that recognises the respective roles and responsibilities of Government and the non-Government sector • Diverse and capable non-government sector in the development and delivery of human services for carers • Collaborative approach in engaging with the sector, consumers and communities to bring their views, ideas and needs to the design of policy and programs. • Service sector grounded in evidence informed practice and research • System grounded on effective collaboration and partnerships between Government, service sector and other stakeholders. • Sector adaptable and responsive to changing community needs and Government priorities. • System that harnesses industry expertise and innovation to deliver improved client outcomes. <p>Being a carer is not the same for everyone and can depend on an individual's life experience and situation. The Carers Strategy 2020-2030 includes a mix of priorities and actions that are universal and relevant to all carers, as well as some which target particular carer groups and reflect their unique needs.</p> <p>The rationale for focusing on some carer groups is that:</p> <ul style="list-style-type: none"> • They may be hidden carers or an emerging carer group. • By not being seen or recognising themselves as a carer, these carers may not access services and support that would assist them. • There may be evidence that they are more likely to have specific needs and challenges that are not met within the service system, and which can lead to poorer outcomes for the person they are caring for and for themselves. • Focusing our actions on addressing the needs of these groups will make significant improvements to their outcomes. • All activities and projects funded by the Carers Peaks Program, including those targeted to particular carer groups, will have the potential to benefit all carers.
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Funds and payment
(Clauses 1.1 and 9.1)

Total amount of Funds:
(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 \$1,299,876.24 (exclusive of GST)

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.	Scheduled quarterly payment run	N/A	N/A

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

Account Name: Carers NSW
BSB: 032-016
Account Number: 109074

You must use The Financial Year in which the Funds are paid to You, unless notified by Us in writing.
the Funds
during the
following
period:
(Clause
9.3(a)(iii))

Budget
(Clauses 1.1 and 9.2)

Assets
(Clauses 1.1 and 11)

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

Other items that are
Assets:
(Clause 1.1)

None stated

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 Not applicable
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)	<p>You will notify Us as soon as reasonably practicable of any change of "officer" as defined in the <i>Corporations Act 2001</i> (Cth), in Your organisation. This includes but is not limited to:</p> <ul style="list-style-type: none"> • 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))	<p>You will also notify Us immediately of the following changes to Your organisation, including:</p> <ul style="list-style-type: none"> • change to legal status; • change of ABN; and • new ACN.
Additional contributions (Clause 9.8)	Refer to clause 7 of the Supplementary Conditions.
Ownership or licensing of Intellectual Property Rights (Clauses 16.1, 16.2 and 19.4(e)(i))	Refer to clause 16 of the Agreement.

TABLE 5

Reporting requirements (Clause 19.4(a)(i))	Report name	Content of report / report requirements	Frequency of report	Form and method of delivery of report	Details of recipient (name, title and email address)
	<i>Six monthly performance report</i>	Report provides update as specified in the service plan and additional data when requested	Within 6 weeks after 30 December	Completed DCJ template	Carers Team email: CARERSTR@facs.nsw.gov.au
	<i>Annual report</i>	Report provides trend data as specified in the service plan and additional data when requested.	Within 6 weeks after 30 June of each funded year.	Completed DCJ template	Carers Team email: CARERSTR@facs.nsw.gov.au

Insurance
(Clause 20.1)

Refer to clause 20.1 of the Agreement.

Acknowledgment and publicity (Clause 21.1)	Carers NSW must adhere to the NSW Governments Branding / Sponsorship and Funding Acknowledgement Guidelines https://www.nsw.gov.au/branding/sponsorship-and-funding-acknowledgment-guidelines
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Dispute resolution (nominated representatives) (Clause 22.1(d))	Our nominated representative:	Director, Early Intervention, Volunteering, Youth and Carers
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Your nominated representative:	Chief Executive Officer, Carers NSW
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Dispute resolution (senior representatives) (Clause 22.1(e))	Our senior representative:	Executive District Director Child and Family
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Your senior representative:	Chair, Management Board, Carers NSW
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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**
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For the purposes of clause 3.2 of the Agreement, and to the extent that an extension period is stated in this Schedule, the parties acknowledge and agree that:

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

4. Program Specifications

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

5. Accounts and records

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

6. Funds held on trust

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

7. Additional funds

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

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

8. Asset Register

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

9. Termination without fault

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

10. Privacy Legislation

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

11. Records

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

12. Reporting

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

Organisational level

- (a) Subject to paragraph 12(d), if You are required by law to prepare audited financial statements, then You agree to provide Us with copies of such audited financial statements, within 4 months of the end of each Financial Year during the Term.
- (b) Any audited financial statement provided to Us must be accompanied by an audit certificate signed by an auditor who

is a member of a professional accounting or auditing body that meets the Accounting Standards. The auditor must be independent of You and must not have any financial interest in You. The audit certificate must include a statement that the audit has been completed in accordance with all applicable Accounting and Auditing Standards.

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

Services

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

13. Data sharing

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

14. Research, evaluation and data collection

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

15. Reasonable access

You agree to:

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

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- (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;
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- (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. Public Interest Disclosures

- (a) For the purposes only of this clause 19 (Public Interest Disclosures), unless the context otherwise requires:
 - (i) "PID Act" means the Public Interest Disclosures Act 2022; and
 - (ii) words and expressions, including the terms 'corrective action', 'public official', 'voluntary public interest disclosure', 'serious wrongdoing', 'relates to an agency' and 'public official associated with' which have a defined meaning in the PID Act have the same meaning as in the PID Act.
- (b) You must ensure that all individuals involved in providing services under this Agreement are made aware of the following:
 - (i) that those individuals are public officials for the purposes of the PID Act;
 - (ii) how to make a voluntary public interest disclosure ("PID");
 - (iii) Our public interest disclosure policy ("DCJ PID Policy"), available on the DCJ website at <https://dcj.nsw.gov.au/documents/resource-centre/policies/dcj-public-interest-disclosures-policy.pdf> or as advised or updated from time to time by Us;
 - (iv) associated information and resources regarding making of public interest disclosures under the DCJ PID Policy and any related materials, which may be made available or updated from time to time by Us; and
 - (v) the fact that a person who is dissatisfied with the way in which a voluntary 'public interest disclosure' (PID) has been dealt with may be entitled to take further action under the PID Act or another Act or law.
- (c) You must notify Us of a voluntary public interest disclosure of which You become aware where either:

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- (i) the disclosure relates to Us; or
 - (ii) the maker of the disclosure is known to be a public official associated with Us.
 - (d) You must notify Us of serious wrongdoing committed, or alleged to be committed, by an individual providing services under this Agreement.
 - (e) You must use best endeavours to assist in an investigation of serious wrongdoing if requested to do so by a person dealing with a voluntary public interest disclosure on behalf of Us or any other agency.
 - (f) You acknowledge that:
 - (i) If We investigate a voluntary public interest disclosure and find that serious wrongdoing or other misconduct occurred, We have an obligation to take appropriate corrective action under s. 66 of the PID Act; and
 - (ii) in addition to any right of termination We have under any other clause of this Agreement, We may terminate the Agreement in response to a finding of serious wrongdoing or other misconduct involving You or an individual providing services under this Agreement.
 - (g) If You are otherwise permitted to subcontract under this Agreement and We approve Your application to subcontract the Agreement in whole or in part, You must ensure that the subcontract contains terms binding the person or body engaged under the subcontract that are equivalent to the terms binding You in this clause 19 (Public Interest Disclosures).

Note: subclause 19(g) may be deleted if subcontracting is not permitted"

20. Additional Supplementary Conditions
N/A".

Attachments

- Attachment 1 – Program Specifications
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EXECUTION

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

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

Executed as an agreement on **1 July 2024**

#Note: The clause below is provided as an example only. The Agency should include its form of execution clause if the clause below is not applicable

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:

DocuSigned by:
Alison Francis
95C2A585B5AC41A...

Signature of witness

Alison Francis

Print full name

18/6/2024

Date

DocuSigned by:
Anthony Shannon
0116B746BA5D469...

Signature of authorised officer

Anthony Shannon

Print full name

Director Early Intervention, Volunteering & Youth

Position of authorised officer

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

Signed by **Carers NSW ABN 45 461578 851** by:

DocuSigned by:
Bruce Howle
CBCE01A0C81A40C...

Signature of director/company secretary

Bruce Howle

Print full name

Date

DocuSigned by:
Michele Ferris
4FE2426836D2474...

Signature of director

Michele Ferris

Print full name

OR

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

DocuSigned by:
Alison Francis
85C2A585B5AC41A...

Signature of witness

Alison Francis

Print name of witness

17/6/2024

Date

Signature of authorised officer

Name of authorised officer

Position of authorised officer