



Agreement for Funding of Services

Schedule

Program: Opportunity Pathways - Social Impact Investment (OP-SII)

Contract ID: 1-11495667930

Contract name: OP-Hunter-0020

Department of Communities and Justice
ABN 36 433 875 185

Wesley Community Services Limited
ABN 42 164 655 145

The Date of the Agreement for Funding of Services – Schedule is 21/7/2022

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: Locked Bag 5000 Parramatta NSW 2124</p> <hr/> <p>Position, name and contact details of Agency representative: [REDACTED] A/Director, Strategy and Design Housing, Homelessness and Disability Communities and Justice [REDACTED]</p>
You (Provider)	<p>Name: Wesley Community Services Limited</p> <hr/> <p>ABN: 42 164 655 145</p> <hr/> <p>Address: 220 Pitt Street Sydney NSW 2000</p> <hr/> <p>Position, name and contact details of Provider representative: [REDACTED] Chief Operating Officer [REDACTED]</p>
Initial Term (Clauses 1.1 and 3.1)	<p>42 months, comprising the Service Delivery Period and an additional 6 months to facilitate measurement of Outcomes and payment of final Outcome Payments 1</p> <p>Start Date: 1 July 2022 1</p> <p>End Date: 31 December 2025</p>
Service Delivery Period	<p>36 months</p> <p>Start Date: 1 July 2022</p> <p>End Date: 30 June 2025</p> <p>This is period in which You must provide the Services.</p>
Extension period (Clause 3.2)	<p>Up to 12 months 1</p>

**Schedule
Definitions**

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

Advance Payment means a portion of Your Expected Program Costs, provided to You as set out in the “*Funds and Payments*” section of this Schedule.

Annual Accountability means Our mandatory financial process that requires the Provider to account for Funds received and Services agreed to be delivered.

Annual Review means a review of Your performance under this Agreement undertaken by Us in accordance with the requirements and timeframes set out in the Program Specifications.

Base Contracted Volume means, for each Outcome, the target number of Program Participants that achieve that Outcome, as supported by You as set out in Table 4: *Base and Cap Contracted Volume* in the “*Funds and Payments*” section of this Schedule.

Brokerage means the flexible use of designated funds (as specified in Your Budget) to purchase goods and services to enable Program Participants to participate in the Program in accordance with the process set out in the Program Specifications. For the avoidance of doubt the Brokerage Costs are subject to:

- (a) a total cap for the Program; and
- (b) a cap per Program Participant,

as set out in clause 11 of the “*Services*” section of this Schedule.

Cap Contracted Volume means the maximum Outcomes We will pay You out of the Total Government Payments as set out in Table 4: *Base and Cap Contracted Volume* in the “*Funds and Payments*” section of this Schedule. For the avoidance of doubt, the Cap Contracted Volume includes the Base Contracted Volume plus a number of additional Outcomes.

DCJ means the Department of Communities and Justice and, in the event of any Machinery of Government changes, means the NSW Government department that has responsibility for the administration of housing assistance.

Deemed Start Date means 1 July 2022.

Disengaged means a Program Participant who temporarily stops receiving Services under the Program (other than for reasons of a Permitted Break) and later resumes participation and receiving Services from You. ‘Disengaged’ differs from ‘Exit’ as the reasons for which a Program Participant temporarily stops receiving Services under the Program will be unlikely to persist for the Initial Term.

Education Outcome means completion by a Program Participant of Certificate 3 vocational training certificate or above, determined in accordance with the “*Performance and Outcome Measures*” section of this Schedule.

Eligible Person means any individual who at the time of Recruitment meets the criteria set out in clause 5.1 of the Program Specifications.

Employment Outcome(s) means either or both Employment 13 Week Outcome and Employment 26 Week Outcome.

Employment 13 Week Outcome means Sustained Employment by a Program Participant for 13 Weeks determined in accordance with the “*Performance and Outcome Measures*” section of this Schedule.

Employment 26 Week Outcome means Sustained Employment by a Program Participant for 26 Weeks determined in accordance with the “*Performance and Outcome Measures*” section of this Schedule.

Exit means when a Program Participant stops receiving Services under the Program. An Exit may be:

- (a) Successful: when the Exit is due to the Program Participant having achieved the employment or housing goals set out in their TEHP; or
- (b) Other/Unsuccessful: when the Program Participant Exits without having achieved the employment or housing goals set out in their TEHP. Reasons for Other/Unsuccessful Exits include because the Program Participant:
 - (i) no longer meets eligibility requirements; or
 - (ii) is no longer able/no longer wishes to participate due to poor physical or mental health; caring responsibilities; incarceration; drug and alcohol misuse; a life event; lack of family and peer support; cultural reasons; an issue with the Provider, fear of losing their tenancy,

and the reason for the Exit is likely to persist for the Initial Term such that the Program Participant will be unlikely to be able to resume receiving Services.

Expected Program Costs means the amount of funds that You have budgeted to carry out the Services for the Initial Term as set out in the Budget.

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

Housing Bonus Payment means a payment for the achievement of a Housing Outcome.

Housing Outcome(s) means either or both Housing (Independent) Outcome and Housing (Rent Choice) Outcome.

Housing (Independent) Outcome means the transition of an eligible person who is a social housing tenant from social housing to independent housing with no or low support determined in accordance with the “*Performance and Outcome Measures*” section of this Schedule.

Housing (Rent Choice) Outcome means the transition of an eligible person who is a social housing tenant from social housing to Rent Choice determined in accordance with the “*Performance and Outcome Measures*” section of this Schedule.

Measurement Dates means each date at which Your achievement of the Outcomes will be measured during the Service Delivery Period. Measurement Dates occur quarterly following the Deemed Start Date.

OP-SII Providers means the providers funded by Us to deliver the Program.

Outcome Payment means the payment for the achievement of Outcomes provided to You as set out in the “*Funds and Payments*” section of this Schedule.

Outcomes means the key performance metrics, being:

- (a) outcomes that attract an Outcome Payment:
 - (i) Education Outcome;
 - (ii) Employment 13 Week Outcome; and
 - (iii) Employment 26 Week Outcome; and
- (b) outcomes that attract a Housing Bonus Payment:
 - (i) Housing (Rent Choice) Outcome; and
 - (ii) Housing (Independent) Outcome,

as determined and verified by Us, and subject to You providing the required reporting and evidentiary requirements, in accordance with the “*Performance and Outcome Measures*” section of this Schedule and clause 5.3 of the Agreement.

Permitted Break means the following approved reasons for a Program Participant to pause their participation in employment, for the purposes of calculating an Employment Outcome:

- (a) planned leave approved by the Program Participant’s employer;
- (b) an emergency or unforeseeable event outside of the participant’s control (e.g. injury or illness, COVID-19 isolation requirements, or major personal crisis or change in employer/employment);
- (c) Christmas breaks and shutdowns;
- (d) other employer initiated shutdowns;
- (e) child care or carer emergencies; and
- (f) culturally significant events for Aboriginal and Torres Strait Islander and culturally and linguistically diverse Program Participants.

Permitted Breaks are not considered to be Disengagement or Exit.

Personal Information has the meaning given to that term in the *Privacy and Personal Information Protection Act 1998* (NSW).

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.

Program means the 'Opportunity Pathways - Social Impact Investment' trial approach as detailed in this Schedule and the Program Specifications.

Program Participant means an Eligible Person Recruited to the Program.

Recorded Hours Worked means the total number of hours a Program Participant spent employed, provided that the recorded number of hours is subject to the evidence and verification requirements set out in the "Performance and Outcomes" section of this Schedule.

Recruit, Recruited or Recruitment means that an Eligible Person has consented to engage in the Program and committed to a TEHP as set out in the "Services" section of this Schedule.

Referral Period means a 30 month period from the Deemed Start Date to 31 December 2024 in which You may accept referrals of Eligible Persons for Recruitment into the Program.

Rent Choice means medium term financial assistance provided by DCJ to eligible individuals for up to three years to enable individuals to secure and sustain a tenancy in the private rental market.

Services means:

- (a) the services necessary to deliver the Outcomes in accordance with the Agreement (including the Program Specifications) and all statutory and other legal requirements; and
- (b) the services that are otherwise necessary or incidental to, or that may be required for, the proper performance of the Agreement in accordance with its terms.

Sustained Employment means an average increase in Recorded Hours Worked compared with a Program Participant's pre-Recruitment levels of at least 14 hours per Week over the respective 13 and 26 Week Employment Outcome periods.

TEHP means Training, Employment and Housing Plan to be individually prepared and tailored by You for each Eligible Person who is Recruited.

Total Government Payments means, excluding any additional Housing Bonus Payments, the maximum amount of Funds that can be paid to You as set out in the "Total Government Payments" section of this Schedule.

Unexpended Funds means the surplus Funds provided to You through payment of Advance Payments and Outcome Payments which are more than Your program costs set out in Your Budget and that:

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

provided that these surplus Funds have not arisen from You reducing your program costs associated with delivering the Services as initially set out in your Budget.

Week means a 7 day period commencing on a Monday.

Services

(Clauses 1.1 and 5)

Service Delivery Core Components

You must provide the Services outlined in the Program Specifications for the duration of the Service Delivery Period in accordance with the terms of the Agreement.

Without limiting any obligation or requirement stated in the Program Specifications, You must perform the following as part of the Services:

1. Participants recruitment, referral and assessment

Participation in the program is voluntary and Eligible Persons who are referred to You and assessed as being suitable must agree to be Recruited into the Program.

Individuals may self-refer or be referred from housing providers or other support service providers. You must promote the Services and recruit participants into the Program.

You will establish referral pathways with the following:

DCJ Housing Tenancy teams located in the service locations set out in clause 10 the "Services" section of this Schedule, in order to get referrals for Eligible Persons who are social housing tenants, especially those newly entering social housing on two (2) year leases, or those having a tenure review at the end of a fixed term lease;

DCJ Housing Access and Demand teams located in the service locations set out in clause 10 the "Services" section of this Schedule, in order to get referrals for Eligible Persons who are approved for social housing assistance;

DCJ Private Rental Brokerage Service (**PRBS**) and Rent Choice workers in order to refer Eligible Persons who are receiving a Rent Choice subsidy;

participating Community Housing Providers (**CHPs**) and Aboriginal Community Housing Providers (**ACHPs**) – both their Access teams and their tenancy teams; and

other support services within the local community.

You must proactively work with the above parties (Us and other third party services) to make referrals. We will also implement internal referral protocols.

You will employ a range of strategies to recruit to the Program. For example, through activities such as pop ups in social housing estates and working with neighbourhood centres.

You will engage with Our central office, district offices and participating CHPs and ACHPs through your local governance mechanism (and through relevant partnerships) to identify and implement appropriate promotional strategies.

You will undertake the assessment of all individuals who are referred to the Program to determine if they are an Eligible Person and their suitability to be Recruited into the Program in accordance with the Program Specifications.

It is your responsibility to collaborate with Us, participating CHPs and ACHPs to develop appropriate assessment tools to develop a comprehensive person centred client assessment and TEHP in accordance with this Schedule and the Program Specifications.

You must use all reasonable endeavours to motivate suitable Eligible Persons to participate in the Program and ensure access is provided using behavioural insights principles, EAST (Easy, Attractive, Social, Timely), as outlined in the Program Specifications.

You will record your reasons for declining referrals.

Unless otherwise advised by Us, You will cease receiving referrals and Recruiting Eligible Persons into the Program on 31 December 2024.

2 Recruitment

To be Recruited into the Program, an Eligible Person must:

- (a) be referred to the Program;
- (b) be assessed as eligible for the Program;
- (c) consent to engage in the Program; and
- (d) commit to a TEHP.

An Eligible Person is only considered Recruited after they consent to engage in the Program and commit to a TEHP.

3 Person-centred TEHP

You will co-develop a person-centred¹ TEHP with each Program Participant. The TEHP must be a reflection of the relevant Program Participant's needs and aspirations to support them through the Program. You will seek housing expertise from relevant housing providers.

The TEHP must be tailored to the Program Participant's situation, support needs, employment and housing aspirations. For example, the TEHP will take into account the need for a Program Participant to find a job in the short term (6 months – 1 year), while working towards achieving longer-term (2-3 years) sustainable employment. The TEHP must also clearly set out the Program Participant's desired housing aspirations and a specific plan to positively exit social housing or private rental subsidies, where appropriate.

The TEHP will clearly set out what other services the Program Participant will be linked into, the timeframes for completion of all activities and goals, and how the participant will be supported to achieve these goals. Examples of what may be detailed in the TEHP include:

- the Program Participant's short-term (6 months – 1 year), medium term (1-2 years) and longer term (2-3 years) career and housing goals, and other relevant goals (linked to the [Human Services Outcomes Framework](#));
- key issues and barriers the participant is facing and their support needs;
- education or training aspirations for the Program Participant;
- education and training proposed for the Program Participant;
- steps that the Program Participant may undertake to engage in training or paid work;

¹ Person-centred: Training, Employment and Housing Plan and holistic services are built around the aspirations, needs and personal circumstances of each participant, as set out in the Program Specifications at Attachment 1

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- steps the Program Participant may under take to achieve their housing outcome goal e.g. understanding how to apply for private rental; and
 - frequency of contact needed with You to support the Program Participant through the Program. There is strong evidence that the higher the number of contacts, the more positive outcomes in increasing employment. You are therefore required to meet with Program Participants at a rate sufficient to ensure ongoing engagement and positive outcomes in meeting the Program Participants' goals as set out in their TEHP, taking into account Program Participants' needs and their involvement with other agencies.

The TEHP is to be agreed and signed by You and the Program Participant.

4. Active case management

You are required to use an active case management approach to develop and review the TEHP and support the Program Participant in achieving the agreed outcomes within their plan. In developing the TEHP, it is up to You to determine with the Program Participant which activities are required to achieve the desired outcomes within their TEHP.

You are required to review the TEHP as needed. The TEHP reviews will:

- record progress towards, achievement of, and evidence for Outcomes; and
- update the plan to reflect whether a Program Participant's situation has changed.

You are required to support and advocate for the Program Participant to achieve the activities and goals within the plan. Following each review, You will:

- support Program Participants in addressing challenges and barriers that they are experiencing to achieve their agreed plan;
- coordinate with other service providers to ensure Program Participants are receiving the support to achieve their goals and aspirations; and
- undertake action that will encourage the re-engagement of Program Participants who have disengaged from the Program. This includes working closely with employers and ensuring on-site support and mentoring is available.

For Rent Choice Program Participants, a review must be conducted quarterly to monitor progress and any change in circumstances, to identify challenges, barriers and gaps, and to prioritise next steps, involving other support if required. You will engage with DCJ PRBS when working with Program Participants receiving Rent Choice.

The minimum period you will support and provide Services to each Program Participant is four months.

5. Pre-employment preparation

You are to offer Program Participants a range of pre-employment preparation activities to address any barriers to seek employment as outlined in the Program Specifications.

You will assess the Program Participant's needs for pre-employment preparation activities as set out in the Program Specifications and tailor the Program to each individual either through direct delivery of Services or through referral and coordination with other existing services.

You will use behavioural insights and other approaches for pre-employment preparation. This should include an approach:

- to inspire and motivate Program Participants to set goals and engage in the Program;
- that supports Program Participants to develop confidence, self-esteem and resilience in order to lay the foundation for ongoing engagement; and
- that sets up peer support networks early, so that Program Participants feel part of a social activity, and links Program Participants to appropriate mentoring.

Pre-employment preparation activities include:

- English language skills, including industry-specific English skills;
- literacy and numeracy skills;
- driver's licence attainment;
- independent living skills;
- personal presentation skills, including access to suitable work attire;
- addressing drug and alcohol, or other health or mental health issues; through links to appropriate services;
- support to address practical barriers such as childcare; and
- soft entry into work activities, such as two to four hours of work exposure rather than a full working day.

6. Employment support

You will connect Program Participants to education, training and employment opportunities tailored to their needs, aspirations and capabilities. You will identify the strengths, skills and aspirations of each Program Participant and match these to job categories and relevant courses which are likely to lead to job opportunities. In providing employment support, You must:

- assist with identifying, providing and/or accessing good quality training linked to real work experience and job opportunities; liaise with local employers to identify job opportunities that match the Program Participant's capabilities and aspirations, and connect the Program Participant to these opportunities; and actively assist with the application and interview processes.

Training courses and activities may be delivered by You or by referral to other services. If there is a cost incurred this is to be covered by You and not passed on to the Program Participant. Referrals to other services will be made by You and agreed to by the Program Participant, including:

- access to pre-vocational or vocational training courses;
- support with job readiness skills (CV writing, computer literacy, interview/presentation skills, digital literacy, communication skills, teamwork skills, self-management skills); supporting life skills and resilience (e.g. how to resolve conflict, how to regulate behaviour, how to deal with disappointment); facilitation of volunteer, work experience or job opportunities through links with local industry partners; assistance with job search and entry into paid employment; access to specialised support for disabilities (access to modified equipment, computers, transport, etc.); assistance with transport to access training and employment; personal and specialist support to address psychosocial issues such as lack of confidence and difficult home environments;

follow-up support and industry specific mentoring to retain employment; access to mentoring opportunities including culturally and regionally appropriate mentoring, life skills mentoring; and access to peer support networks to build positive influences and share skills and experiences.

You will network with local industry to actively seek out job opportunities for Program Participants, and use approaches to bring employers and Program Participants together, such as industry gatherings.

You will identify opportunities to establish new or link to existing social enterprise, in locations where other employment opportunities may be limited.

You will report to Us the steps You are taking to fulfil these requirements in the quarterly Progress Report, as specified in the "reporting requirements" section of this Schedule.

7. Post-employment support

Once employed, You will continue to support Program Participants with employment retention through:

- working with employers to discuss and address any issues or barriers as they arise;
- working with employers to allow You to provide on-site mentoring;
- negotiating with employers for adjustments as needed; and
- if the role is found to be unsuitable, working with the participant to find an alternative role

8. Housing independence support

A key outcome of this Program is to increase housing independence. As part of the Recruitment process, You will ask all Program Participants what their housing aspirations are with regard to housing independence, for example to exit social housing.

You are responsible for supporting Program Participants to achieve their stated housing independence outcome. You will partner with social housing providers to plan Program Participants' transition to housing independence.

Where the Program Participant's aspiration is to enter the private rental market, You will liaise with relevant services such as DCJ PRBS to support this. PRBS workers have strong links with real estate agents. Eligible Program Participants will also have access to Rent Choice.

9. Working with Rent Choice clients

Program Participants who are eligible for Rent Choice may be referred to You to assist with access to support services, including training and employment opportunities, to build capacity to continue living independently after Rent Choice assistance ends.

You will support the Program Participant to apply for other "DCJ Private Rental Assistance" products, if eligible.

You will provide regular feedback to Us on the ongoing engagement of Program Participants who are Rent Choice recipients in the Program.

You will inform Us if a Program Participant who is a Rent Choice recipient has Exited for any reasons as soon as practicable after they Exit.

You will conduct an exit interview with Program Participants who have Exited as soon as practicable after they leave.

10. Locations of service delivery

You must deliver the Program in the service delivery sites listed below:

- (a) Central Coast;
- (b) Cessnock;
- (c) Dungog;
- (d) Lake Macquarie;
- (e) Maitland;
- (f) Muswellbrook;
- (g) Newcastle; and
- (h) Port Stephens.

You will work with Us on changes to service delivery sites with any changes made by mutual agreement.

11. Brokerage funding

Brokerage is a key component of the Program in order to provide flexibility in provision of support. You agree to comply with the Program Specifications regarding Brokerage.

Subject to Program Participants having not received brokerage from other programs funded by Us and compliance with the Program Specifications, You are eligible to use Brokerage for Program Participants up to the following funding caps:

- (a) ██████ for each Program Participant per year which forms part of the Total Government Payments allocated to You; and
 - (b) ██████ for the Program.
-

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

The Program objectives are to:

- assist Program Participants to gain, retain or increase employment, by accessing supports and practical assistance, and by participating in activities, training and work opportunities; and
- encourage and support Program Participants to positively exit social housing or Rent Choice subsidies to full housing independence, to reduce their reliance on government assistance, where appropriate.

The key intended outcomes are as follows:

- **Economic:** Program Participants achieve and are engaged in employment in a field or industry identified in an agreed TEHP;
 - **Education and Skills:** Program Participants have improved skills through training or education and improved work readiness;
 - **Empowerment:** Program Participants improve their confidence, increased self-esteem and hope for the future;
 - **Social and Community:** Program Participants are role models for a working lifestyle to family and peers;
 - **Health:** Program Participants have improved physical and mental health; and wellbeing; and
 - **Home:** Program Participants achieve housing independence, where appropriate.
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Funds and payment (Clauses 1.1 and 9.1)	Total Government Payments: (Clauses 1.1 and 9.1(a))	The Funds that can be paid to You under the Agreement are subject to a maximum cap, being the Total Government Payments of up to [REDACTED] (exclusive of GST) comprising: <ul style="list-style-type: none"> (a) Advance Payments; and (b) Outcome Payments for the achievement of the following Outcomes up to the Cap Contracted Volume: <ul style="list-style-type: none"> (i) Education Outcomes; (ii) Employment 13 Week Outcomes; and (iii) Employment 26 Week Outcomes, <p>as outlined in the below section and unless otherwise varied by Us in accordance with the process set out below.</p>
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For avoidance of doubt:

Payments are inclusive of Brokerage.

A portion of the Total Government Payments will be paid as Advance Payments and You will only start to receive Outcome Payments once you have achieved Outcomes, the value of which exceeds any Advance and Outcome Payment(s) already made to You. Please refer to Table 2 in calculating Outcome Payments.

You may also claim a Housing Bonus Payment for each Housing Outcome achieved up to a maximum of [REDACTED] (exclusive of GST). Funding for Housing Outcomes is separate and in addition to the Total Government Payments as outlined in this Schedule below.

Indexation is incorporated into the Total Government Payments and Housing Bonus Payment. Further indexation will not be applied.

The Funds will be paid to You on the following basis: (Clause 9.1(a))	The Department will make payments to You as set out in this Schedule, subject to the Total Government Payments and Your compliance with the terms of the Agreement (including ongoing satisfactory performance as outlined in the " <i>Performance and Outcome Measures</i> " section of this Schedule).
	In situations of underperformance or underspend, future payments may be adjusted by Us in Our discretion and by providing reasonable notice to you.

Advance Payments

We will pay You Advance Payments of [REDACTED] (exclusive of GST), being [REDACTED] of Expected Program Costs as outlined in the Budget.

A portion of Advance Payments specified in Table 1 will be paid to You in quarterly instalments, unless otherwise agreed in writing.

Table 1: Advance Payments

Year 1 (2022/23)	Year 2 (2023/24)	Year 3 (2024/25)	Total

In accordance with clause 9.6 of the Agreement, if the Agreement expires or terminates for any reason, You must pay to Us any Unexpended Funds (including any Advance Payment and any interest earned on such Funds).

Outcome Payment

Outcomes will be measured on each Measurement Date and Outcome Payments in respect of the Outcomes achieved will be paid to You in arrears by Us, subject to:

- (a) the Outcome Payments exceeding the aggregate of any Advance Payments and Outcome Payments already paid to You (in accordance with the process set out in Table 2); and
- (b) the Cap Contracted Volumes.

The Outcome Payment amounts specified in Table 3: *Quarterly Rates* are payable by Us to You, using the steps in Table 2: *Quarterly Outcome Payment calculation*, within the quarter following the Measurement Date and for the relevant quarter in which the Outcome has been achieved. The Outcome Payment is to be held on trust in accordance with clause 5 of the Supplementary Provisions of this Schedule.

Table 2: Quarterly Outcome Payment calculation at each Measurement Date

Step 1: As at the Measurement Date, calculate payments for the relevant quarter that calculation is being undertaken		
Number of Education Outcomes achieved on a cumulative basis from the Deemed Start Date to the relevant Measurement Date <i>multiplied by</i> Outcome Rate for Education Outcomes (see Table 3)	Plus	Number of Employment Outcomes achieved on a cumulative basis from the Deemed Start Date to the relevant Measurement Date <i>multiplied by</i> Outcome Rate for Employment Outcomes (see Table 3)
Total payments from Deemed Start Date to relevant Measurement Date		
Step 2: Subtract payments already made by Us to You		
less: any Advance Payments and Outcome Payments already paid to You up until the relevant Measurement Date		
=		
Outcome Payment for the relevant quarter that calculation is being undertaken		

Outcome rates set out in the below Table 3, will be applied to Outcomes to calculate Outcome Payments paid to You as set out in Table 2: *Quarterly Outcome Payment calculation at each Measurement Date.*

Table 3: Outcome Rates

Outcome	Outcome rates (\$)
██████████	██████████
██████████	██████████
██████████████████	██████████
██████████████████████████	██████████

Contracted Volumes

You agree to deliver the following Base Contracted Volumes for each Outcome.

Table 4: Base and Cap Contracted Volume

Outcome	Base Contracted Volume				Cap Contracted Volume
	Year 1 (2022/2)	Year 2 (2023/2)	Year 3 (2024/2)	Total Base Contracted Volume	
Education	██	██	██	██	██
██████████	██	██	██	██	██
██████████	██	██	██	██	██
██	██	██	██	██	██

The Year 1 – Year 3 Base Contracted Volumes are a year to year indicative forecast and crucial for tracking progress against the total Base Contracted Volume for the Service Delivery Period. The Base Contract Volumes are binding and can only be altered by negotiation and mutual agreement.

The above figures are subject to the Annual Review process and any Outcomes not achieved in its respective forecast year will be carried forward and added to the Base Contracted Volumes for the following year.

For the avoidance of doubt, if Outcomes achieved are lower than the Base Contracted Volume(s), You will still receive payment for the number of Outcomes achieved in accordance with Table 2 but will be subject to the Annual Accountability process set out below. Additionally, You may exceed the Base Contracted Volume(s) of relevant Outcomes up to the Cap Contracted Volume(s).

Annual Accountability

Acquittal of Funds will be completed through the Annual Accountability Process, and must include accounting for Brokerage spent on Program Participants in accordance with the Program Specifications. You will return any unexpended Brokerage to Us at the end of each Financial Year during the Initial Term.

If You exceed the Base Contracted Volume(s) (up to the Cap Contracted Volume), as set out in Table 3, any Unexpended Funds not including Brokerage up to a maximum of [REDACTED] will not need to be returned to Us.

At the end of the relevant Financial Year during the Service Delivery Period if:

- (a) You exceed the Base Contracted Volume(s) as set out in Table 3, You must return to Us the amount of any Unexpended Funds that exceeds the cap as set out above; and
- (b) You do not achieve the Base Contracted Volumes as set out in Table 3, you must return any Unexpended Funds including Brokerage to Us.

Residual
Funding

If:

- (a) after the Referral Period closes, there are lower than expected Recruitments; or
- (b) during the Service Delivery Period, there are lower than expected Outcomes achieved,

by You and/or other OP SII Providers participating in the Program, then We may determine that under the current share of Cap Contracted Volume, Your Funds (or another OP SII Provider's funds) will not be exhausted and there will be available funding at the end of the Initial Term (**Residual Funding**).

Your progress in achieving the Cap Contracted Volume will be monitored and reviewed as part of the Annual Review process as set out the Program Specifications.

If We determine there is Residual Funding based on the Annual Review Process for You and/or other OP SII Providers, We may, at Our discretion offer to:

- (a) increase Your Cap Contracted Volume and Total Government Payments with the Residual Funding if another OP SII Provider is unable to reach its Cap Contracted Volume and/or share of Outcomes; or
- (b) decrease Your Cap Contracted Volume and Total Government Payments if you are unable to reach your

Cap Contracted Volume and provide the Residual Funding to another OP SII Provider.

Housing Bonus Payment

In addition to the above Outcome Payments, You may receive Housing Bonus Payments above the Total Government Payments.

Subject to verification by Us of the Housing Outcomes in accordance with the "*Performance and Outcome Measures*" **section of this Schedule** and clause 5.3 of the Agreement, Housing Bonus Payments will be payable to You in arrears if you support an eligible Program Participant who is a social housing tenant, or a household member of an eligible Program Participant, who is a social housing tenant, to achieve a Housing Outcome.

The rate of payment for each Housing Outcome achieved [REDACTED] (exclusive of GST). This payment rate is the same for both Housing Outcomes.

[REDACTED]

You may claim any number of either Housing Outcome up to the maximum volume of Housing Outcomes above.

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

[REDACTED]

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)

See Attachment 2

Assets
(Clauses 1.1 and 11)

Asset threshold value:
(Clause 1.1)

████████████████████

Other items that are
Assets:
(Clause 1.1)

None

Asset obligations:
(Clause 11.1(a)(i))

None

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 5 - Milestones

No.	Milestones	Due date
1	Deliver final project plan and timeline	Within 3 weeks of the Deemed Start Date
2	Final documents of the following: <ul style="list-style-type: none"> ▪ promotion and participant recruitment plan, including all promotional materials or templates (including Program Participant consent form and TEHP); referral pathway plan; participant assessment plan; process for ineligible applicants; and project governance, including local design and implementation committee membership and meeting schedule. 	Within 4 weeks of the Deemed Start Date
3	Existing participants transferred and OP-SII delivery commences	1 July 2022

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)

Determination of Outcomes

As an overview, there are three (3) different Outcomes agreed for the Program. These are:

- (a) Education Outcomes;
- (b) Employment Outcomes:
 - (i) Employment 13 Week Outcome; and
 - (ii) Employment 26 Week Outcome; and
- (c) Housing Outcomes:
 - (i) Housing (Rent Choice) Outcome; and
 - (ii) Housing (Independent) Outcome.

Education Outcomes

For an Education Outcome to be obtained, a Certificate 3 vocational training certificate or above must be attained by a Program Participant through an accredited education/training course. To be considered an accredited education/training course, the training must be delivered by a registered, certified training provider. This can be an OP-SII Provider, including Yourself if you have the qualifications, or other providers (eg TAFE).

Each quarter, You must report on the:

- (a) 'Courses commenced', being courses that have started delivery, where at least one Program Participant has enrolled; and
- (b) 'Courses completed', being of those courses that have commenced with at least one Program Participant enrolled, the number of courses whereby a Program Participant has successfully completed.

You can only claim an Education Outcome in respect of a Program Participant once per Program Participant. For example, if a Program Participant attains a Certificate 3 vocational training certificate in an accredited education/training course and You obtain the Education Outcome in respect of that Program Participant completing the course, you cannot claim another Education Outcome for the same Program Participant if they attain further Certificate 4 vocational training certificate.

Employment Outcomes

For an Employment Outcome to be obtained, two aspects of measurement need to be considered:

- (a) the Recorded Hours Worked in a Week – for a Week to be considered for an Employment Outcome the Program Participant must meet the threshold of an increase of 14 Recorded Hours Worked compared with

their pre-Recruitment levels to constitute Sustained Employment. The 14 Recorded Hours Worked can be averaged over the duration of the Employment Outcome; and

(b) the length of time employed, counted in Weeks.

While You must actively seek out employment opportunities for Program Participants, and use approaches to bring employers and Program Participants together, a Program Participant is not required to be employed through an opportunity brokered by You. For the avoidance of doubt, a Program Participant can be in paid employment with any employer but this does not include self-employment and sole traders. A Program Participant cannot count any unpaid work or volunteering for the purposes of an Employment Outcome, including work completed under a Work and Development Order (WDO). There is no limit to how many employers the Program Participant can be employed by in order to achieve Sustained Employment. A Program Participant may change employers part way through the recording of an Employment Outcome and this is permitted as long as there is no break in the Sustained Employment and the Program Participant continues to work consecutive Weeks (unless there is a Permitted Break).

For the purposes of an Employment Outcome, only Recorded Hours Worked during the Service Delivery Period will be counted.

Subject to any Permitted Breaks, a Program Participant must achieve Sustained Employment for:

(a) 13 consecutive Weeks in order to achieve an Employment 13 Week Outcome; and

(b) 26 consecutive Weeks in order to achieve an Employment 26 Week Outcome.

For the avoidance of doubt, the Employment 13 Week Outcome is counted in the determination of an Employment 26 Week Outcome so that, following achievement of an Employment 13 Week Outcome, a Program Participant is required to only record Sustained Employment for a further 13 consecutive Weeks.

A Program Participant may take a Permitted Break of up to 20 working days within a calendar year. If circumstances require a Program Participant to take a longer Permitted Break (i.e. due to extended illness or injury), We may agree (in our discretion), upon written request by You to allow for additional days to be considered as part of a Program Participant's Permitted Break.

Within any Week that a Program Participant takes a Permitted Break, if the Program Participant does achieve an increase in 14 Recorded Hours Worked in order to be considered Sustained Employment, that Week will not be considered in the calculation of an Employment Outcome including in relation to the counting of consecutive Weeks. Once a Program Participant resumes employment after the Permitted Break, the consecutive Weeks of Sustained Employment will recommence.

When You report an Employment Outcome to Us in which a Program Participant has taken a Permitted Break, You must provide Us with written confirmation that the break in Sustained Employment is due to a Permitted Break.

Where a Program Participant Disengages but later resumes participation and receiving Services under the Program, any Weeks of Sustained Employment

accrued in the determination of an Employment Outcome prior to the Disengagement will not be considered in the calculation of Employment Outcomes upon recommencement. If a Program Participant achieves an Employment 13 Week Outcome and Disengages following this, the Employment 13 Week Outcome will not be considered in the calculation of an Employment 26 Week Outcome, and the Program Participant will need to achieve 26 consecutive Weeks of Sustained Employment to achieve an Employment 26 Week Outcome. For the avoidance of doubt, in this scenario, We will not pay You more than one Employment 13 Week Outcome.

Housing Outcomes

You can only claim Housing Outcomes in respect of the following eligible persons:

- (a)** Program Participants who are social housing tenants, regardless of whether that Program Participant is:
 - a. the head tenant or not, i.e. the Housing Outcome can be used to support other household members such as young adults who are the Program Participants, to exit social housing tenancies even if the head tenant remains in social housing; and
 - b. co-locating with another social housing tenant. i.e. a couple where one of the individuals in that couple is a Program Participant; and

- (b)** a household member of the Program Participant who is a social housing tenant, regardless of whether that household member is also a Program Participant or not. The household must simply be in a social housing tenancy where a member of that household is an eligible Program Participant in the Program.

Housing Outcomes are not claimable for Program Participants who are on the NSW Housing Register or already receiving a Rent Choice product.

A Housing Outcome will be achieved:

- (a)** in respect of Housing (Rent Choice) Outcome: 3 months after the date of Rent Choice subsidy activation (not approval of Rent Choice product); and

- (b)** in respect of Housing (Independent) Outcome: 3 months after the date of the social housing tenancy ceasing.

Only one Housing Outcome is claimable per eligible social housing tenancy during the Service Delivery Period.

If a Program Participant is a social housing tenant who is eligible for Rent Choice, You should only Exit the Program Participant into a Rent Choice tenancy to claim the Housing (Rent Choice) Outcome, unless there are reasonable circumstances to Exit them into independence housing with little or no support.

Verification of outcomes

For the purposes of calculating Outcome Payments, the number of Program Participants who achieve the relevant Outcomes are to be evidenced by You and verified by Us in accordance with this Schedule.

For verification purposes, all Outcomes claimed must be supported by either documentary evidence or formal declaration. Documentary evidence must be pursued in the first instance and includes:

- (a) **Education Outcomes** - enrolment records and completion certificates;
- (b) **Employment Outcomes** – payslips and other formal employment records; and
- (c) **Housing Outcomes** - any correspondence pertaining to the cessation of the social housing tenancy and/or activation of Rent Choice subsidy. Evidence will be verified by the local DCJ contract manager via linkage with DCJ data.

Where evidence is not available, a formal declaration by Your responsible officer may be accepted.

Evidencing of Outcomes will be monitored and subject to random audit/checks by Us in accordance with the terms of this Agreement.

We will follow the below process in the determination of Outcomes and Outcome Payments:

- (a) You will submit Your Progress Report as set out in Table 6 (including accurate client unit record data, a summary of the number of each type of Outcome claimed along with the relevant evidence requirements) to us quarterly, and within the timeframe set out in Table 6.
- (b) We will apply consistent counting rules to Your submitted data to verify the number of Outcomes claimed.
- (c) In the quarter after the relevant Measurement Date in which Outcomes were measured, We will:
 - a. calculate the quarterly Outcome Payments for each relevant Outcome based the calculation in Table 2 and Outcome Rate in Table 3 above. This will be emailed to You for confirmation; and
 - b. pay to You any Outcome Payments based on the calculation in Table 2 for any verified Outcomes.

Payment is subject to Your compliance with the terms of the Agreement, including satisfactory submission of progress reports and ongoing satisfactory performance in accordance with the *Performance and Outcome Measures* section of this Schedule.

Subcontracting (Clauses 1.1 and 6.3)	None stated
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Additional circumstances requiring notification as soon as reasonably practicable (Clause 8.1)	You will notify Us as soon as reasonably practicable of any change of “officer” as defined in the <i>Corporations Act 2001</i> (Cth), in Your organisation. This includes but is not limited to: <ul style="list-style-type: none">(a) a director or secretary;(b) any other person who makes decisions affecting the whole, or a substantial part of the business; and(c) any other person who has the capacity to affect the financial standing, of Your organisation.
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Additional circumstances requiring immediate notification (Clause 8.2(e))	You will also notify Us immediately of the following changes to Your organisation, including: <ul style="list-style-type: none">(a) change to legal status;(b) change of ABN; and(c) new ACN.
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Additional contributions (Clause 9.8)	Refer to clause 7 of the Supplementary Conditions.
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Ownership or licensing of Intellectual Property Rights (Clauses 16.1, 16.2 and 19.4(e)(i))	Refer to clause 16 of the Agreement. Notwithstanding clause 16.1(a)(i) of the Agreement, all Intellectual Property Rights in the Agreement Material vest in Us immediately upon creation. We grant you a revocable, royalty-free, non-exclusive and non-transferable licence for the Initial Term to use, modify and copy the Agreement Material in order to provide the Services.
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Table 6 – Performance Reporting**Reporting requirements**
(Clause 19.4(a)(i))

Report name	Content of report / report requirements	Frequency of report	Form and method of delivery	Details of recipient
Progress Report	All client unit record data Outcomes to be claimed by You accompanied by supporting evidence for verification Key activities and achievements, challenges, key staff movements, and risks, issues and mitigation strategies.	Quarterly or ad hoc, upon request. For the Quarterly Progress Reports, the Report will be due (a) Subject to (b), 2 weeks after each Measurement Date; and (b) for any Measurement Dates ending 1 January, 4 weeks after the relevant Measurement Date. Any updates to data to be updated within two weeks of a request made by Us.	As advised by us from time to time, including a web-based portal such as DEX or other formats such as Microsoft Excel.	Commissioning and Planning representative, or such other recipient as advised by Us from time to time. <i>Contract Manager</i> CC: <i>OpportunityPathways@dcj.nsw.gov.au</i>
Financial Report (Annual Accountability Process)	<ul style="list-style-type: none"> Total income and expenditure for the financial year Expenditure against Budget Brokerage expenditure, including an average brokerage per Program Participant. 	Annually or ad hoc, upon request	DCJ Contracting Portal or equivalent system as specified by Us	

Annual Report	Outline of achievements and progress against Milestones, outputs and Outcomes; Outline of key challenges, risks, issues over the year and mitigation strategies; and such other criteria as reasonably required by Us, including any additional criteria determined following Our review of the Evaluation report (referred to below).	Annually	Via email in Microsoft Word or PDF	Commissioning and Planning representative, or such other recipient as advised by Us from time to time. <i>Contract Manager</i> CC: <i>OpportunityPathways@dcj.ns.gov.au</i>
Internal Evaluation report	The evaluation report must include: <ul style="list-style-type: none"> a summary of the work undertaken, deliverables provided and the outputs and Outcomes achieved in the first year of the OP-SII; identification of measures to monitor progress for the duration of the Agreement; and any other information reasonably requested by Us. 	1 September 2023	Microsoft Word or PDF	Commissioning and Planning representative, or such other recipient as advised by Us from time to time. <i>Contract Manager</i> CC: <i>OpportunityPathways@dcj.ns.gov.au</i>
Internal Secondary evaluation report	The secondary evaluation report must include: <ul style="list-style-type: none"> key Outcomes that meet the program's stated aims and objectives, deliverables, outputs; and a proposal for renewing the Agreement. 	30 November 2024	Microsoft Word or PDF	Commissioning and Planning representative, or such other recipient as advised by Us from time to time. <i>Contract Manager</i> CC: <i>OpportunityPathways@dcj.ns.gov.au</i>

The data that must be included in the progress report is detailed in Attachment 3.

Insurance
(Clause 20.1)

Workers Compensation as required by law;
Public liability insurance with a minimum cover of \$20 million; and
Professional indemnity insurance with a minimum cover of \$10 million.
Other insurance, to be advised as required.

Refer also to clause 20.1 of the Agreement.

Acknowledgment and publicity
(Clause 21.1)

Without limiting clause 21.1 of the Agreement, all public statements relation to the Program must acknowledge that the Funding is contributed to by the NSW Government.

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

Our nominated representative:

[REDACTED]

Your nominated representative:

[REDACTED]

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

Our senior representative:

[REDACTED]

Your senior representative:

[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. **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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. Termination without fault

Clause 13(2)(b) is amended by replacing “6 months” with “90 days”

9. 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).

10. 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.

11. 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 [REDACTED] (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.

12 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)*.

13. 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) Upon written request, We agree to provide you with aggregated data or other data that We deem appropriate within 28 days of Your request.
- (c) You agree to promptly notify Us if You, or any third party, intends to conduct research into Your activities that relate to services Funded by Us. 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.

14. Reasonable access

You agree to:

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

-
- (ii) the consequences for the client of exclusion from Services;
 - (iii) Your financial circumstances; and
 - (iv) the estimated cost of accessibility.

15. 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.

16. 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

19.1 Reporting requirements to the Minister

You will provide Us with any information requested by Us from time to time for the purposes of reporting or providing advice to the relevant Minister. Such requests from Us will be limited to matters affecting Us or the NSW Government and such reporting is not intended to, and shall not, limit the independence of You to carry out its stated purpose.

19.2 Privacy Legislation

- (a) You acknowledge that the information You collect, use, disclose, retain and store in relation to the Services may include Personal Information.
- (b) Without limiting any obligation that You have under any applicable privacy laws in relation the Services, You must comply with:
 - (i) the *Privacy and Personal Information Protection Act 1998 (NSW)*, as if it were a public sector agency for the purposes of that Act;
 - (ii) the *Health Records and Information Privacy Act 2002 (NSW)* where applicable;
 - (iii) all Notified Policies in relation to the collection and/or handling of Personal Information (including the obtaining of any necessary consents to its use by Us or by third parties); and
 - (iv) the *Privacy Act 1988 (Cth)* in relation to tax file numbers (**TFN**).

19.3 Complaints and data breaches

-
- (a) You must immediately (and no later than 48 hours from the time You become aware of the breach) notify Us of any actual or suspected data breach concerning the information You hold in relation to the Services, including but not limited to information concerning Personal Information about any client;
 - (b) You will be responsible for, in consultation with Us:
 - (i) investigating, managing and mitigating any risks to prevent any data breaches in relation to Personal Information in relation to the Services;
 - (ii) investigating, managing and resolving all complaints and reporting to the NSW Privacy Commissioner arising from any contravention by You of the *Privacy and Personal Information Protection Act 1998* (NSW) including any complaints arising from data breaches in relation to the Services; and
 - (iii) managing and reporting actual or suspected breaches under the *Privacy Act 1988* (Cth) in relation to TFN.

19.4 Privacy management

You will take all reasonable steps to:

- (a) prevent the unauthorised modification, access, use and disclosure of Personal Information;
- (b) store information in New South Wales, and where it is stored outside of NSW, ensure that it complies with the NSW Government Cloud Policy;
- (c) require and cause any person with access to the Personal Information to be subject to a criminal records check and to ensure they are aware of Your obligations under applicable Privacy Legislation and any other terms of this Agreement relating to Personal Information;
- (d) require and cause any person with access to the Personal Information to be subject to a valid Working with Children Check prior to being given access to Personal Information relating to a child or young person;
- (e) not to publish, use or disclose any Personal Information in any form contrary to Privacy Legislation;
- (f) not sell or transfer Personal Information to any third party;
- (g) amend Personal Information if the information is inaccurate, misleading or not up to date and will assist by associating with the information a statement reflecting the inaccuracies if an amendment of the information is not made; and
- (h) subject always to Your obligations under the Privacy Legislation, dispose of Personal Information in accordance with clause 19.2(c) of the Agreement.

Attachments

Attachment 1 – Program Specifications

Attachment 2 – Budget

Attachment 3 – Progress report – minimum data requirements



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 21/7/2022

#Insert date of execution

#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: |



Signature of witness



Signature of authorised officer



Print full name



Print full name

21/7/2022

Date



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 Wesley Community Services Limited ABN 42 164 655 145 in accordance with Section 127 of the *Corporations Act 2001* (Cth):

[Redacted]

Signature of director/company secretary

Signature of director

[Redacted]

Print full name

Print full name

20/7/2022

Date

OR

Signed for and on behalf of **Wesley
Community Services ABN 42 164 655
145** by its duly authorised officer in the
presence of:

[Redacted]

Signature of witness

Signature of authorised officer

Print name of witness

[Redacted]

Name of authorised officer

Date

[Redacted]

Position of authorised officer

Communities
and Justice

Program Specifications

Opportunity Pathways – Social Impact
Investment (OP-SII)

7 July 2022

<https://www.dcj.nsw.gov.au/>



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1. Purpose

The purpose of this document is to provide an overview of the Opportunity Pathways – Social Impact Investment (OP-SII) program and an outline for service providers of the program objectives, service model, expected outcomes, reporting and evaluation approach.

Program Specifications and/or Guidelines may be amended or replaced by the Department of Communities and Justice (DCJ) from time to time. Service providers should comply with the current version of the OP-SII Program Specifications and/or Guidelines.

2 Legislative framework

The primary legislation that underpins the DCJ provision of funding to non-government organisations through OP-SII is the [Community Welfare Act 1987](#) and associated regulations, which seek to protect and improve the wellbeing of the people of NSW.

All service providers must comply with all relevant provisions in the [Government Sector Audit Act 1983](#), the [Government Information \(Public Access\) Act 2009](#), and the [Privacy and Personal Information Protection Act 1998](#).

The [NSW Agreement for Funding of Services](#) (known as Human Services Agreement or HSA) Standard Terms and Schedule outlines service provider obligations, including the requirement that services be provided in accordance with all applicable laws, standards and policies and accreditation requirements.

Clause 6 of the HSA also requires service providers to ensure that all personnel engaged in providing services are properly authorised, accredited, trained and experienced to provide the services, and have completed all mandatory pre-employment screening, including a [Working with Children Check](#) clearance.

3. Policy context

DCJ applies the NSW *Human Services Outcomes Framework* to its funded programs. It aims to ensure all children, young people, families and communities to:

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

The OP-SII program contributes to this by investing in services which respond to the needs of clients experiencing or at risk of experiencing vulnerability.

4. Program overview

4.1. Objectives

The OP-SII is a trial social impact investment based on *Opportunity Pathways*, a three year initiative under *Future Directions for Social Housing in NSW* ([Future Directions](#)) that aims to transform the social housing system and break the cycle of disadvantage.

The key objectives of the OP-SII program are to:

Assist participants to gain, increase or retain employment, by accessing supports and practical assistance, and participating in activities, training and work opportunities

Encourage and support participants to positively exit social housing or Rent Choice subsidies to housing independence, to reduce their reliance on government assistance, where appropriate.

The program is voluntary and delivered in four DCJ districts from 1 July 2022 until 30 June 2025:

1. New England
2. Hunter Central Coast
3. South Western Sydney and
4. Western NSW.

The OP-SII aims to build on the evidence base of the previous Opportunity Pathways program and trial a social impact investment approach.

4.2 Principles

The OP-SII aims to change how we engage with our clients and set a clear expectation that for many, social housing is not for life, and for those with the capacity, social housing should be used as a stepping stone to greater independence and less reliance on government assistance. This independence is achieved through greater economic participation through accessing education and employment programs with wrap around support and encouraging housing independence (where appropriate).

The principles of OP-SII are:

Voluntary: The program is voluntary and aimed at individuals who demonstrate a willingness to participate and are motivated to provide their economic situation through education and employment.

Person-centred: Training, Employment and Housing Plan (TEHP) and holistic services are built around the aspirations, needs and personal circumstances of each participant.

Strength-based: The program adopts an approach that focuses on a person's skills, strengths and capabilities.

Flexible: Support is flexible to address a range of personal goals and individual barriers to education, employment and employment retention. It may scale up and down as the participant's situation changes.

Long-term outcomes: The program focuses on developing career paths and up-skilling to achieve each participants longer term employment and housing aspirations in addition to helping clients secure a job in the short-term.

Localised: Support services are delivered in partnership with local service providers and employers, connecting people to local work opportunities.

4.3. Program logic

The OP-SII program logic is attached (**Appendix A**).

5. Program description

The OP-SII is voluntary and supports social housing tenants, Rent Choice recipients and applicants on the NSW Housing Register, (and household members of these groups) to gain and retain employment through access to tailored case management support, training, education and employment opportunities. The program involves:

- Active case management
- Provision of wrap-around support
- Flexible individualised case planning
- Continuity of service delivery
- Pre-employment preparation, and employment and post-employment support
- Housing independence support.

5.1. Eligibility and target cohorts

The OP-SII is designed for eligible clients who, with the appropriate support, aspire and have the capacity to gain, increase and retain employment. Participants may include clients who:

- are not working
- are seeking a job
- want to work more hours or
- want to improve their employment situation.

To be eligible for the OP-SII program, participants must:

- be 17 years or older and meet school leaving requirements
- be unemployed, OR currently working 20 hours or less a week
- be living in public, community or Aboriginal housing, OR receiving a DCJ Rent Choice subsidy (including household members) OR an approved social housing applicant on the NSW Housing Register (including household members)

consent to engage in the program and, and be able to commit to a TEHP¹

consent to provide identifying details about their household and employment to enable eligibility and outcome verification.

Not all eligible clients will be able to participate in the OP-SII.

Where a client is eligible, but a provider does not have capacity, the client will be placed on a waiting list and support will be offered when a place is available. Timeframes may vary between OP-SII providers

Where a client is eligible, but is not suitable for OP-SII due to other support needs or barriers that need to be addressed first, the OP-SII provider will refer the client to appropriate services and place them on their OP-SII waiting list. The client will be offered a place once their barriers/support needs are addressed, subject to service capacity.

The following are considered target clients for the OP-SII:

Public housing or Aboriginal housing tenants (tenancies managed by DCJ) who:

- are on a two year lease – the intention is to engage them in the OP-SII to support them to exit the lease in the two year timeframe
- are due for a lease review of a two or five year lease - the intention is to engage them in the OP-SII to work towards exiting within the timeframe of their new lease
- have a household member on Youth Allowance – the intention is to support young people to engage in employment and exit social housing, thereby reducing intergenerational disadvantage.
- have children in the household over eight years old (as the household will lose Family Tax Benefit there may be more motivation to engage in employment for financial reasons, or in a position to participate if children are at school).

Community housing tenants – target clients are to be agreed with participating providers.

Rent Choice subsidy recipients – the intention is to build the capacity of tenants and reduce tenants requiring continued assistance after the expiry of the subsidy.

5.2 Support and referral periods

The **intervention (or support) period** for all clients is a minimum of four months. A maximum period of support is not prescribed. Providers will:

assess appropriateness of the program and provide support/referral accordingly

schedule clients' progress review as part of their TEHP

report on length of engagement.

¹Participants are considered as recruited only after this stage

The four month period is to allow sufficient time for administration/on boarding, completion of a TEHP, commencement of employment, and realisation of a 13 week employment outcome (minimum).

The **referral period** (period during which referral may be accepted) is 30 months. Referrals will cease on the 31 December 2024, unless otherwise advised.

5.3. Services

The service provider will be required to (but not limited to) deliver the following services:

- Promotion of the service to the target cohorts and other relevant stakeholders

- Establishment of referral protocols that are comprehensive and focus on attracting and retaining participants into the program (this includes referral pathways with the key local DCJ or community housing provider(s))

- Identification, recruitment, assessment and acceptance of referred clients

- Co-develop a comprehensive person centred case plan TEHP with each participant that has been recruited to the program

- Services delivered to clients including training, workshops, one on one support, case management and wrap around support, coaching and mentoring, work experience placements, job placements and work retention support, where needed

- Provide post-employment support service for six months (or more if required)

- Support participants to achieve their stated education, employment and housing independence goals, as identified in the TEHP

- Manage brokerage funds to assist participants to address any problems or barriers that prevent them from completing the OP-SII program.

The program is voluntary and should be focused on developing career paths and upskilling to achieve each participants longer term employment and housing aspirations in addition to helping clients secure a job in the short term.

The HSA (contract) clearly articulates outcomes to be achieved by each provider and how these will be monitored and measured.

5.4. Supporting Aboriginal clients

A key priority for DCJ is to improve long-term outcomes for Aboriginal children, young people and their families. This includes a focus on:

- growing and strengthening the capacity of Aboriginal participants

- assessing and improving the cultural capability of mainstream service providers that work with Aboriginal people and communities

- improving outcomes for Aboriginal people who access DCJ funded services.

OP-SII providers should seek to build respectful relationships with Aboriginal specific services and their local Aboriginal communities, and identify opportunities to work together to achieve the best outcomes for Aboriginal clients.

6. Program Outcomes

DCJ funded programs are required to align to the [NSW Human Services Outcomes Framework](#). The Human Services Outcomes Framework provides a way to understand and measure the extent to which DCJ makes a long-term positive difference to people's lives and enables us to build evidence of what works in improving wellbeing.

The intended OP-SII outcomes are:

- **Economic:** participants achieve and are engaged in employment in a field or industry identified in an agreed Training, Employment and Housing Plan

Education and Skills: participants have improved skills through training or education and improved work readiness

Empowerment: participants improve their confidence, increased self-esteem and hope for the future

Social and community: participants are role models for a working lifestyle to family and peers

Health: participants have improved physical and mental health and wellbeing

Home: participants achieve housing independence, where appropriate.

Please note: While the OP-SII intends to achieve and collect data on the above outcomes for participants, only the education, employment and housing outcomes specified in the HSA Schedule are payable. Further detail, including outcomes definitions, evidencing and verification is available in the HSA Schedule.

7. Underpinning Service Delivery Principles

7.1. *Using behavioural insights to influence behaviour and attitudes*

Providers are expected to use a behavioural insights approach to engage with social housing clients, set goals and identify aspirations and assist participants to work towards achieving them.

Behavioural insights recognises that to influence the choices and decisions of clients, program design should set out to make these choices and decisions 'easy, attractive, social and timely'²

Providers are encouraged to use this framework in designing their service delivery model.

² <http://www.behaviouralinsights.co.uk/publications/east-four-simple-ways-to-apply-behavioural-insights/>

Behavioural Insight principle	Examples of activities by DCJ, AHO or Community Housing Provider (CHP)	Examples of activities for OP-SII providers
<p style="text-align: center;">E</p> <p>How do we make it easy?</p>	<p>Sign ups in the home – take the messages to the client. Use of IVY application to do on the spot referrals to the program.</p>	<p>Provide outreach to participants and provide a full suite of support and brokerage to remove all barriers to engagement.</p> <p>Work with housing providers to make the referral process early and easy.</p>
<p style="text-align: center;">A</p> <p>How do we make it attractive?</p>	<p>Provide clear and positive messages about the benefits of participation and housing independence – for example, housing independence means a person has the ability to move to different locations and have access to a broader range of housing choice in the private rental market</p>	<p>Provide clear and positive messages about the benefits of participation and housing independence – for example, the ability to move to different locations and have access to a broader range of housing choice in the private rental market.</p>
<p style="text-align: center;">S</p> <p>How do we make it social?</p>	<p>Use of positive case studies of success to promote the social element of engagement.</p> <p>Communicate with broader tenant groups. For example through housing provider newsletters. This could include regular articles in Your Home on employment, opportunities and success stories.</p>	<p>Use of positive case studies of success to promote the social element of engagement.</p> <p>Recruitment of groups of cohorts in the same location so that people have peer encouragement.</p> <p>Develop a peer mentoring network.</p> <p>Communicate with broader tenant groups. For example through provider newsletters. This could include regular articles on employment, opportunities and success stories.</p>
<p style="text-align: center;">T</p> <p>How do we make it timely?</p>	<p>Incorporate the message of setting housing independence goals into the application process.</p> <p>Incorporate this message into correspondence with tenants during the sign up process.</p> <p>Not just messaging about ‘how to be a good tenant’ but messaging about ‘how social housing should be used as a stepping stone’</p> <p>Incorporate this message into correspondence with tenants at allocation of a social housing property.</p> <p>At time of sign up of all new tenants – this will include messaging around setting goals for employment and housing independence and being referred immediately to OP-SII.</p> <p>Continue to deliver this message to clients during Client Service Visits in their home and through other correspondence received by the client during the tenancy.</p>	<p>OP-SII providers to respond to referrals within 48 hours of receipt</p> <p>OP-SII providers to meet and do goal setting with the client within a week of referral so that momentum is maintained.</p>

7.2 Client participation in program design and delivery

It is expected that the OP-SII providers will take a participatory design and continuous improvement approach to program design, implementation and monitoring. This will include strong client participation, as well as engagement with DCJ and other stakeholders.

7.3 Partnerships to access relevant services

OP-SII service providers will need to have a clear understanding of existing State and Commonwealth programs which may place mandatory obligations against many potential participants.

For example, for many participants their source of income may be a JobSeeker Payment. These participants will have a Job Plan in place which links receipt of income to their plan. It will be the OP-SII provider's responsibility to establish networks with local providers such as Workforce Australia, Transition to Work and Parent Next providers.

OP-SII providers are expected to develop referral and partnership arrangements to facilitate a participant's access to a range of services to deliver the core components of the program. This includes identified in the TEHP to provide wrap around support, services that deliver training, voluntary services that facilitate pre-employment (such as Dress for Success), voluntary services that facilitate access to driving lessons, and many more.

Providers are expected to have and/ or form strong partnerships with a range of Aboriginal and Torres Strait Islander, culturally and linguistically diverse, migrant and refugee support organisations to facilitate referrals and to facilitate culturally appropriate service delivery.

7.4 Partnerships to facilitate work opportunities

A key focus of the program is that a participant has access to employment opportunities with wrap around support. It is important that the participant is offered opportunities for training and courses that are highly relevant to local jobs.

Importantly, the OP-SII provider is expected to work with training partners experienced in working with clients facing multiple barriers or complex needs. The provider is expected to proactively partner with local employers to facilitate a participant's access to work placements, work experience and employment options. This includes partnerships with employers who have a demonstrated commitment to employing clients from diverse backgrounds.

Work placements must also be relevant to the participant with a clear link to the participant's TEHP. Work placements must have a direct link to the training that a participant undertakes, to facilitate a smoother transition to employment.

The provider must also build relationships with employers to support work retention and any issues that may have arisen. The provider must ensure further support can be provided to program participants, where appropriate, to increase capability and further reduce barriers.

7.5 Culturally appropriate service delivery

The providers will ensure that there are culturally competent approaches for Aboriginal and Torres Strait Islander clients and clients who are from culturally and linguistically diverse backgrounds to ensure that:

clients are engaged into the program successfully

person centred case plans (TEHP) identify any barriers that a participant may have to accessing training or employment. Some of which could include cultural and/or language barriers. An example could include the participant requiring specific language skills for a work context

the case manager assigned to the participant has culturally competency to work with the client groups

the employment, training and other activities are suitable to any specific cultural requirements.

DCJ may set targets for the expected proportion of Aboriginal participants in specified locations.

8. Service Delivery Core Components

8.1. *Client recruitment, referral and assessment into the program*

Participation in the program is voluntary and flexible. Participants may self-refer, be referred from housing providers, other support service providers or employment agencies. The provider should take a proactive and creative approach to promoting the service and recruiting participants, also using Behavioural Insights techniques as mentioned above (see section 7).

It is expected that OP-SII providers will establish and maintain active referral pathways with the following:

DCJ Housing Tenancy teams located in the service locations, in order to get referrals for social housing tenants

DCJ Housing Access and Demand teams located in the service delivery locations, in order to get referrals for clients who are experiencing homelessness and applying for social housing assistance

DCJ Rent Choice workers to refer clients wanting support to access private rental, including Rent Choice.

Community Housing Providers (CHPs) and Aboriginal Community Housing Providers (ACHPs) – their Access, Tenancy and Rent Choice teams

Support providers of the client groups to encourage referrals into the program

Employment agencies to encourage referrals into the program.

The above parties (DCJ and other services) are expected to proactively work with the OP-SII providers to make referrals. DCJ will also implement internal referral protocols in operational policies and procedures.

Providers will also promote the OP-SII directly to clients e.g. through SMS campaigns (via DCJ to DCJ tenants), letter boxing (via DCJ to DCJ tenants, or CHPs to their tenants), pop ups in social housing estates, working with neighbourhood centres and a range of other strategies. Providers must work to motivate clients to participate in the program and ensure access is provided using Behavioural Insights principles of EAST, as mentioned above (see section 7).

Providers will work proactively with DCJ Central Office, DCJ District offices and participating CHPs and ACHPs to identify and implement appropriate promotional strategies.

Providers will undertake a comprehensive assessment of all clients who are referred to the program to determine their eligibility and suitability for the program in accordance with the eligibility criteria above. The assessment will be used to inform the development of the TEHP. As part of the assessment, providers will determine the level of support a client may require and their individual needs. This may include assessing barriers that may impact on participation such as a criminal record which may impact employment post training. Similarly assessing whether a client has had long term disengagement from the labour market; low levels of confidence to undertake formal training; low levels of literacy; and personal issues that impact their ability to meet the commitments associated with formal training and employment.

It is the responsibility of providers in collaboration with DCJ and participating CHPs and ACHPs to develop appropriate assessment tools to develop a comprehensive person centred client assessment and TEHP. Providers are expected to document reasons for declining referrals.

8.2 Person-centred case planning

Providers will co-develop a comprehensive person-centred case plan called the Training, Employment and Housing Plan (TEHP) with each participant that is accepted into the program and provided with a service. The TEHP will be informed by a detailed assessment of the client's needs.

The TEHP must be realistic and contain achievable goals for the participant. It must be tailored to the individual participants situation, support needs, employment and housing aspirations. For example, the TEHP will take into account the need for a client to find a job in the short term, while working towards achieving longer-term, sustainable employment. The TEHP will also clearly articulate the participant's desired housing aspirations and a specific plan to positively exit social housing or private rental subsidies, where appropriate.

The TEHP will clearly articulate all services the participant will be linked into to provide the wrap around support, the timeframes for completion of all activities and goals, and how the participant will be supported to achieve these goals. Examples of what may be detailed in the TEHP include (but are not limited to):

- The participant's short-term (6 months – 1 year), medium term (1-2 years) and longer term (2-3 years) employment goals, and other relevant goals (linked to the Human Services Outcomes Framework)

- The participant's short-term (6 months – 1 year), medium term (1-2 years) and longer term (2-3 years) housing goals and the steps required to achieve these goals (noting this will be a different approach for a social housing client and a Rent Choice recipient)

- Key issues and barriers the person is facing and their support needs

- Education or training proposed for the participant

- Steps the participant commits to undertaking to engage in training or paid work and how they will be supported to achieve these steps

- Steps the participant commits to undertaking to achieve their housing outcome goal e.g. understanding how to apply for private rental and how they will be supported to achieve these steps

- The frequency of contact needed with the service provider to support the client through the program. There is strong evidence that the higher the number of contacts, the more positive outcomes in increasing employment. Providers are therefore required to meet with clients at whatever frequency is necessary to ensure ongoing engagement and positive outcomes are achieved, taking into account client needs and their involvement with other agencies

- The amount of brokerage required for the client to reduce barriers to training and employment.

The TEHP must be agreed and signed by the participant, and all parties who will have a role in supporting the participant in the program.

8.3. Active case management

OP-SII providers are required to use an active case management approach to provide ongoing wrap around support throughout the duration of a participant’s engagement with the program.

The provider will develop and review the TEHP; and support the client in achieving the agreed outcomes (see Figure 1 below). In developing the TEHP, it is up to the provider to determine with the participant which activities are required to achieve the desired outcomes.

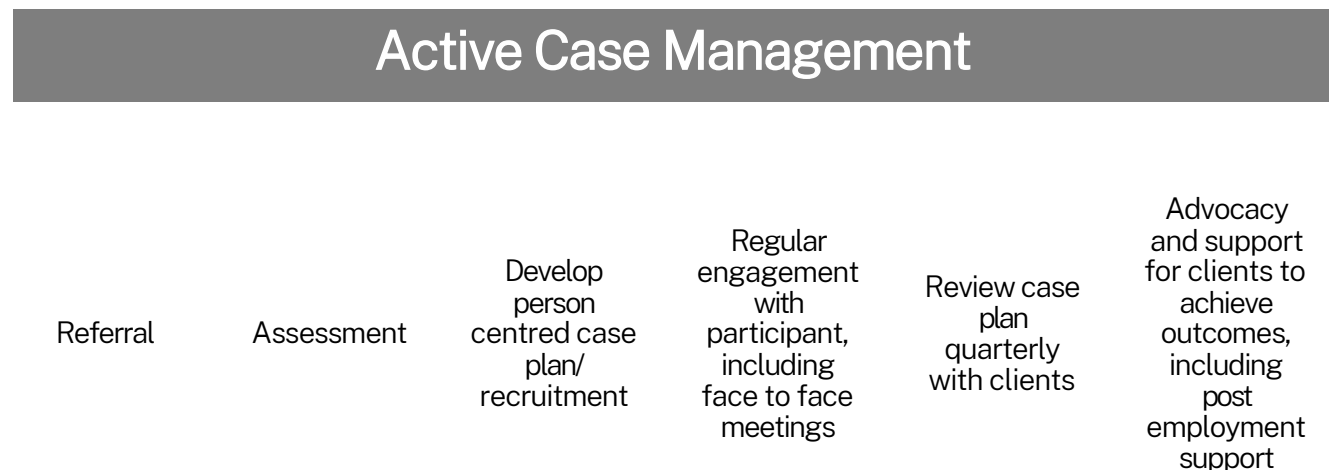
The providers are required to meet with clients on a quarterly basis (or more frequently where more intensive support is required) to review their TEHP. The TEHP reviews will:

- record progress towards, achievement of, and evidence for Outcomes; and
- update the plan to reflect whether a Program Participant’s situation has changed.

The provider is required to support and advocate for the participant to achieve the activities and goals within the TEHP. Following each review the provider will:

- provide personal reminders to attend activities, such as courses and activities; active follow up on non-attendance
- advocate and support participants to address challenges and barriers to achieve their agreed plan, including making referrals to manage other needs such as health and wellbeing; or access to child care
- coordinate with other service providers to ensure participants are receiving the support to achieve their goals and aspirations
- undertake action that will encourage the re-engagement of participants who have disengaged from the program. This includes working closely with employers and ensuring on-site support and mentoring is available.

Figure 1. Active case management approach to service delivery



8.4. Pre-employment preparation service

Pre-employment preparation is for participants that may require extra support prior to involvement in employment. Participants will be offered a range of pre-employment preparation activities, if required, to address any barriers to seeking employment. Providers are expected to assess the

participant's needs and tailor a program to each individual, either through direct delivery or through referral and coordination with other existing services. It is expected that the provider will ensure activities are flexible e.g. allowing courses to proceed even with relatively small numbers of clients.

Pre-employment preparation needs to focus on engagement, using behavioural insights and other approaches. This should include:

- an approach to inspiring and motivating participants to begin setting goals and engaging in the program

- an approach that supports participants to develop confidence, self-esteem and resilience in order to lay the foundation for ongoing engagement in the program

- an approach that sets up peer support networks early, so that participants feel part of a social activity, and links participants to appropriate mentoring

- an approach that ensures participants overcome obstacles to participation for example, providing personal reminders about attendance; active follow-up of any non-attendance and referrals to deal with issues that arise

Pre-employment preparation activities will further include, but are not limited to:

- English language skills, including industry-specific English skills

- Literacy and numeracy skills

- Driver's licence attainment

- Independent living skills

- Personal presentation skills, including access to suitable work attire

- Addressing drug and alcohol, or other health or mental health issues through links to appropriate services

- Support to address practical barriers, such as childcare

- Soft entry into work activities, such as two to four hours of work exposure rather than a full working day.

8.5. Employment support service

Participants will be connected to education, training and employment opportunities tailored to their needs, aspirations and capabilities. Case managers will identify strengths, skills and aspirations of each person and match these to job categories and relevant courses which are likely to lead to job opportunities. They will also:

- assist with identifying, providing and/or accessing good quality training linked to real work experience and job opportunities

- liaise with local employers to identify job opportunities that match the individual's capabilities and aspirations, and connect the participant to these opportunities

- actively assist with the application and interview processes

Training courses and activities may be delivered by the providers or by referral to other services to ensure the participant has the skills to attain and retain employment and may include:

- access to pre-vocational or vocational training courses relevant to local employment opportunities and aspirations. Courses offered cover a wide range of interests appealing to a diverse client group

- support with learning job readiness skills (e.g. CV writing, computer literacy, interview/presentation skills, digital literacy, communication skills, teamwork skills, self-management skills, time management)

supporting life skills and resilience (e.g. how to resolve conflict, how to regulate behaviour, how to deal with disappointment)

facilitation of volunteer, work experience or job opportunities through links with local industry partners

assistance with job search and entry into paid employment

access to specialised support for disabilities (access to modified equipment, computers, transport, etc.)

assistance with transport to access training and employment

personal and specialist support to address psychosocial issues such as lack of confidence and difficult home environments

follow-up support and industry specific mentoring to retain employment

access to mentoring opportunities including culturally and regionally appropriate mentoring, life skills mentoring

access to peer support networks to build positive influences and share skills and experiences

OP-SII providers are expected to identify opportunities to establish new or link to existing social enterprise, in locations where other employment opportunities may be limited.

8.6. Post-employment support service

Once a participant has secured employment, OP-SII providers are expected to continue to support participants to ensure they are able to retain employment for 6 months (or more if required). Post-employment support may include:

working with employers to understand the work that the participant will be engaged in, to develop tailored coaching for the participant on work tasks

working with employers to understand any issues that may arise or have arisen, such as workplace relations, to support the participant with tailored coaching, mentoring and practical skills

working with employers to address any barriers arising for the participant or employer and negotiating with employers adjustments as needed

working with employers to ensure on-site mentoring is available for the participant.

Note: If the role is found to be unsuitable for the participant or employer, the provider must work with the participant using a supportive approach to build on the strengths and experience and seek further training, education and/ or other work opportunities.

8.7. Housing independence support service

A key outcome of this program is to increase housing independence, where appropriate.

As part of the assessment process, the provider will ask all participants what their housing aspiration is with regard to housing independence, for example to positively exit social housing. There will be different approaches when working with Public Housing, Community Housing, Housing Register and Rent Choice clients.

The provider is responsible for supporting the participant to achieve their stated housing independence outcome, which will be identified in the TEHP. The provider will partner with social housing providers to plan the participant's transition to housing independence.

Where the participant's aspiration is to enter the private rental market, the provider will liaise with relevant services such as DCJ Housing Rent Choice or CHP equivalent to support this. Rent Choice workers have strong links with real estate agents. Clients may also be eligible for Rent Choice Transition, a medium term tapered subsidy to support positive exits from social housing to establish housing independence in the private rental market.

8.8. Locations of service delivery

The OP-SII will be delivered in the following locations from 1 July 2022 until 30 June 2025:

Hunter Central Coast: Central Coast, Cessnock, Dungog, Lake Macquarie, Maitland, Muswellbrook, Newcastle, Port Stephens

New England : Armidale Regional, Glen Innes Severn, Gunnedah Shire, Gwydir Shire, Inverell Shire, Liverpool Plains Shire, Moree Plains, Narrabri Shire, Tamworth Regional, Tenterfield Shire, Uralla Shire, Walcha Shire

South Western Sydney: Campbelltown, Canterbury- Bankstown, Fairfield, Liverpool, Macquarie Fields

Western NSW: Bathurst Regional, Blayney, Cabonne, Cowra, Dubbo Regional, Forbes, Narromine, Oberon, Orange City, Parkes, Wellington

OP-SII providers have key service outlets in the locations they will be delivering the program, but also offer outreach or pop up services, as needed, including co-location with key referring partners, such as DCJ.

The services must only be delivered within the district and locations identified in the HSA.

9. Brokerage

Brokerage refers to the flexible use of designated funds to purchase goods and services to enable participants to participate in and complete the program. The purpose of brokerage funding for OP-SII is to:

- deliver responses that are flexible and consistent with the identified needs of the participant
- assist participants to address any problems or barriers that prevent them from completing the OP-SII program.

OP-SII brokerage funds are only to be used if there are no alternative sources of financial assistance available to address the identified needs of the participant.

9.1. Value for Money

OP-SII brokerage funds should only be used to achieve effective client outcomes. OP-SII providers are required to ensure accountability, transparency and value for money in the expenditure of brokerage funds.

Care should be taken to ensure that brokerage funds that are paid to goods and services are paid at a fair market rate and not inflated. Consideration must also be given as to whether the intended expenditure is the best use of resources to meet the identified client outcomes.

9.2 Identifying participant needs in the TEHP

The TEHP will articulate the brokerage that may be required for the activities and log any brokerage requirements. The provider is required to support and advocate for the client to achieve the activities and goals within their TEHP. The plans must be reviewed regularly and following each review the provider(s) may identify and log any brokerage requirements as they arise.

OP-SII providers must include in the TEHP whether the client is accessing other brokerage funds, such as through other State or Commonwealth programs, to ensure that funds are targeted and used for their intended purpose and clients are not accessing more than one source of brokerage funds. This may include brokerage from the DCJ or programs funded by DCJ, such as Specialist Homelessness Services (SHS) and Rent Choice. OP-SII providers will be responsible for liaising with the participants' Rent Choice officer or their Case Manager if the participant is accessing alternative sources of brokerage funding.

A TEHP Development Guide is attached at **Appendix B**.

9.3 Management of brokerage funds

If required, brokerage funding of up to \$2,000 is available for each participant within the program funding, if participants are not already receiving brokerage funds from other DCJ funded programs. The provider is expected to examine whether alternate funding options are available (e.g. a Leaving Care Plan, Supported Independent Living package, Transition to Independent Living Allowance, No Interest Loans etc.)

Brokerage money will be held and used by the provider. Up-to-date records of all brokerage provided to each participant, including invoices/ receipts for all goods and services must be maintained and provided for acquittal to DCJ. DCJ may audit these records at any time. The provider will be asked to provide aggregated reports on brokerage expenditure.

Brokerage funds may only be used for brokerage purposes. Repurposing of brokerage funds for non-brokerage purposes is at the discretion of the DCJ central office OP-SII program manager. Applications for repurposing of brokerage funds are to be made in writing to OpportunityPathways@dcj.nsw.gov.au and cc District contract managers.

9.4 Brokerage funds – inclusions and exclusions

Brokerage funds **MAY** be used for the following purposes:

- transport costs to training or employment – fuel vouchers, Opal Card top ups, driver education

- childcare and/or caring costs – Family day care, centre-based care, respite care, vacation care, before and after school care, pre-school

- licences/photo ID/birth certificates

- educational related costs e.g. stationery, books

- general support costs e.g. reading glasses

- medical and dental expenses – which cannot practically be met through Medicare covered services in a timely manner and which are essential to achieving educational or employment goals; essential optical and dental expenses; mental health expenses to assist the participant in preparing for employment or training which are not covered by Medicare or where there is a gap from the Medicare reimbursement

employment related costs - interview/work ready clothing and shoes (if these cannot be sourced from services such as Dress for Success)

emergency brokerage requests e.g. food, medical, crisis

other – any brokerage requests outside these categories are to be assessed by the providers.

The final decision on expenditure of brokerage funds for participants is the responsibility of the provider, and providers need to document and justify their decisions and this may be subject to audit by DCJ.

Brokerage funds **MAY NOT** be used for the following purposes:

cost of purchasing a car

housing assistance e.g. advance rent, bond payments or rent or water arrears as these are available through existing DCJ products

any debts incurred i.e. property damage, credit card debt

any costs that can be met by other programs

a subsidy to be paid to employers

office/work station fit outs for our participants when commencing a new job.

Please note: These lists are not exhaustive.

9.5. Brokerage Expenditure Plan

A Brokerage Expenditure Plan (**Appendix C**) is expected to be completed by the provider(s) to examine whether alternate funding options are available.

If an OP-SII client requires brokerage, the provider will:

maintain the Brokerage Expenditure Plan. The plan must detail the types of goods and services received and the costs of the required goods and services

keep up-to-date records of all brokerage provided to each participant, including invoices/receipts for all goods and services and this information will be made available for audit by DCJ when requested

include details on the process used to assure cost effectiveness, this may include sourcing two quotes for services, where appropriate.

9.6. Brokerage linked to OP-SII participants

OP-SII clients may be receiving brokerage from other DCJ funded programs. The Brokerage Expenditure Plan for each client should identify this. Brokerage from other DCJ programs that OP-SII clients may receive include but are not limited to the following:

- a. **Rent Choice** recipients have access to up to \$2,000 in brokerage. Information about Rent Choice brokerage in the [Private Rental Assistance Policy](#).

Rent Choice recipients may also be eligible for brokerage as part of the OP-SII where:

the full Rent Choice brokerage has been exhausted

achieving employment/training goals is contingent on accessing brokerage funds, as identified in the TEHP.

Rent Choice brokerage funding is managed by the Rent Choice officer. OP-SII providers are responsible for liaising with the Rent Choice officer to determine if the participant is accessing Rent Choice brokerage funding and if the brokerage has been exhausted.

- b. **Specialist Homelessness Services (SHS)** clients have access to brokerage to assist them to obtain and maintain independent housing by addressing the issues that put them at risk of experiencing homelessness or prevents them from accessing housing. The amount of brokerage is determined by the program area on a case by case basis.

Information about SHS brokerage is available in the [SHS Program Specifications](#).

The OP-SII provider will be responsible for liaising with the SHS Case Manager to determine if the participant is accessing SHS brokerage funding and for which of the brokerage expense categories.

- c. **Other brokerage:** The OP-SII providers are responsible for determining if the participant is receiving brokerage funds from other sources, including Commonwealth programs. This information should be clearly included in the Brokerage Expenditure Plan.

10. Withdrawal and exit from the program

Participation in the program is voluntary and participants may withdraw or exit at any time. However, as part of active case management, providers will endeavour to re-engage a client who has disengaged from the program.

Providers will need to document all reasons regarding exits in the data collected. The circumstances under which participants exit the program may include:

The participant advises the provider that they no longer wish to participate in the program. The provider is expected to detail the reason for the exit and through a continuous improvement approach, determine if there are deficits within the program that need to be addressed.

Failure to maintain participation in the program, for example not participating in a course being delivered. The provider is expected to analyse if there were further barriers that could not be resolved using brokerage funds.

The participant has achieved the employment or housing goals set out in the TEHP. The provider is expected to detail the achievement and continue supporting the participant if they have to re-engage due to a change in circumstance.

If the client is a Rent Choice recipient there may be an impact on the subsidy and therefore the involvement of a Rent Choice officer will be required to manage the impact of withdrawal from the program.

11. Links to other programs

DCJ and other NSW and Commonwealth Government departments implement a range of initiatives which relate to employment and other opportunities for tenants. It is important that OP-SII providers understand how the program intersects with other initiatives and what each of these initiatives offer for clients, in order to avoid duplication and to learn from successful programs.

Other initiatives include (but are not limited to):

[Rent Choice](#)

- Rent Choice and OP-SII FAQs are available [here](#)
- Please note: OP-SII providers are required to participate in Partnership Facilitation

Group (PFG) meetings for Rent Choice Youth clients where there is site alignment

[The Premier's Youth Initiative](#)

[Smart and Skilled](#)

[Commonwealth Employment programs](#)

12. Governance

12.1. Program Management

The program management function within the DCJ will be performed by the Strategy, Policy and Commissioning division, Housing, Homelessness and Disability directorate, Strategy and Design branch. This Directorate will report to the DCJ Housing, Homelessness and Disability Steering Committee, which is chaired at the Deputy Secretary level.

12.2. Program-level Governance

OP-SII will involve a dual program level governance mechanism, made up of two separate governance groups – an **Operations Group** and a **Joint Working Group**. These governance groups are detailed below and are in addition to local governance mechanisms.

Operations Group	
Membership	DCJ Central program management team – Strategy and Design, HHD, SPC District – Commissioning and Planning (contract manager) (one per district) DCJ Housing Operations OR Community Housing Provider (one per district) DCJ Central – Community Housing Branch FACSIAR Transforming Aboriginal Outcomes OP-SII providers (one per provider)
Frequency	Potentially monthly July-September 2022 during transition and quarterly thereafter (one fortnight before JWG) Full schedule to be distributed separately.
Purpose	Governance and monitoring of OP-SII implementation and delivery and fulfilment of provider contracts
Standing items	Review quarterly performance Oversee implementation Monitor providers' deliverables against program objectives Discuss provider implementation issues and recommend solutions Identify continuous improvement opportunities

Joint Working Group (JWG)	
Membership	Commonwealth Government, Department of Social Services NSW Treasury – Office of Social Impact Investment DCJ Central program management team Members of the Operations Group, as necessary/invited
Frequency	Quarterly - one fortnight after Operations Group Full schedule to be distributed separately.
Purpose	Governance, monitoring and fulfilment of Bilateral Schedule
Standing items	Review quarterly performance Monitor program deliverables against agreed objectives Monitor data linkage Discuss program management issues (that may be escalated by the Operations Group) and recommend solutions

The Terms of Reference for each governance group will be agreed at the respective first meetings.

12.3. Local Governance

OP-SII providers are expected to establish, chair and provide secretariat support for a local governance group for each location of operation and to determine its membership or access an existing advisory committee.

OP-SII local governance membership should comprise the following:

- Local DCJ/CHP/ACHP Housing staff
- Local DCJ Commissioning and Planning staff
- Local industry bodies
- Local employers
- Specialist homelessness services or other relevant support providers
- Aboriginal support provider/s
- A tenant representative
- An Aboriginal community representative and/or a Culturally and Linguistically Diverse community representative connected with the program

Providers should organise and chair the LDIC meetings, the distribution of agenda and minutes, along with relevant updates and progress reporting. A summary report on each local governance meeting is to be provided to the DCJ central office team via email (OpportunityPathways@dcj.nsw.gov.au).

The local governance groups is responsible for:

considering implementation issues, referral pathways, service user feedback reports, client disengagement concerns and quarterly service data. Service user data provided to the local governance groups will be de-identified

discussing and agreeing on actions to be taken to address issues such as low referrals or take up; or when clients disengage

discussing requests for local adaptations for the service delivery within their district and recommend these and model improvements to the Operations Group for consideration and decision

discussing unique brokerage requests and the actions to best meet the clients' needs.

Local governance group meetings are held quarterly unless otherwise agreed by members.

13. Roles and Responsibilities

OP-SII providers

Deliver and monitor the services

Undertake continuous improvement of the services in collaboration with DCJ and other partners

Comply with contractual requirements on progress and financial reporting, including Brokerage Expenditure Plan

Ensure all reporting and evidentiary requirements are provided within the agreed timelines.

Undertake program promotions to recruit participants

Facilitate local advisory committees and attend all other inter-agencies as required to ensure successful delivery of the program

Build and maintain relationships with all stakeholders

Submit reports including progress reports to DCJ using agreed formats.

Manage relationships with referral delivery partners and ensure their services are delivered as required.

DCJ Central Office

Manage the central coordination of the program

Collaborate with providers to ensure the program is meeting requirements

Collaborate with the providers to ensure the program is continuing to meet requirements and address issues arising

Manage the evaluation of the program in partnership with FACSIAR.

DCJ District Commissioning and Planning

- Contract manage providers to ensure activities are being delivered as intended and in line with the HAS. This includes verification of client eligibility and outcomes.

Designated contact to liaise with OP-SII providers and ensure that it is being delivered as planned

Ensure DCJ Housing staff and other providers are linked into the program and actively referring

Provide feedback on program development and implementation to DCJ Central Office as required.

Rent Choice officers

Refer clients wanting support to access private rental, including Rent Choice to the local OP-SII provider.

DCJ Access and Demand and Tenancy Management

Proactively refer tenants/applicants to the program

Intensive tenancy management, as required.

Local CHPs/ACHPs

Proactively engage with the local OP-SII provider and refer tenants/applicants to the program

14. Data Collection, Reporting and Monitoring

OP-SII providers are required to comply with DCJ reporting and data collection requirements as specified in the HSA Schedule. Providers must have systems in place to allow them to meet their data collection and reporting obligations.

Performance information, including evidence of outcomes, is required to be collected by service providers at the client level and entered directly into the DCJ's performance reporting solution.

DCJ will provide OP-SII providers with guidelines and templates for data collection and reporting. In addition to that set out in the HSA Schedule, OP-SII providers must collect and provide information required to report on performance under the Agreement including Outcomes and outputs as required by DCJ. OP-SII providers must collect performance information (e.g. Program Participant characteristics, information on Exits and Service delivery information) at the Program Participant level and enter this directly into the specified performance reporting solution as determined by DCJ.

OP-SII will complete financial reporting requirements in accordance with DCJ's [Annual Accountability](#) process and details set out in the HSA Schedule.

15. Annual Review

At the end of each Financial Year, DCJ (in collaboration with the Joint Working Group) will complete a review the Services, delivery of Outcomes and operations of the HSA (Annual Review).

The Annual Review will include a review of:

- the performance of each OP-SII provider in achieving the Objectives set out in the HSA Schedule
- the performance of each OP-SII provider in delivering the Outcomes set out in the HSA Schedule
- the quantity of Outcomes

the proportion of Outcomes with and without supporting documentary evidence
actual program costs compared against the Budget, submitted as part of the Annual Accountability process
insights from the data linkage process(es)
such other matters that DCJ may require from time to time.

The purpose is to determine if performance is meeting the Outcomes, as specified in the HSA Schedule and whether any changes are required to improve performance.

16. Evaluation and Data Sharing

OP-SII providers are required to participate in an evaluation of this program through the provision of data and participation in other evaluation activities as set out in the evaluation plan. Providers must ensure that adequate client, case management, financial, operational records are kept and maintained.

Further details about Evaluation are included in the HSA Schedule.

16.1. Data sharing and privacy

OP-SII participants' data will be shared with a number of stakeholders for reporting, verification, evaluation, research and service improvement.

A **privacy information sheet** will be provided to OP-SII providers for distribution among participants. This sheet includes information on what information is being collected and why.

A **consent form** will also be provided to OP-SII providers which must be signed by participants and a copy must be returned to DCJ. By signing this form, participants authorise the collection, use and sharing of their personal information for reasons outlined in the privacy information sheet.

Participants must be given a copy of privacy information sheet and consent form to keep.

17. Notified policies and standards

All OP-SII service providers are required to be familiar and comply with following policies and standards:

DCJ [Funded Contract and Management Framework](#)

[NSW Interagency Guidelines](#)

[NSW Government Redress Scheme Sanctions Policy](#)

[NSW Modern Slavery Act 2018](#)

[Small and Medium Enterprise \(SME\) and Regional Procurement Policy](#) (for contracts > \$3m)

[Aboriginal Procurement Policy](#) (for contracts > \$7.5m)

[COVID-19 management and vaccination policy for DCJ service providers](#)

Communities and Justice

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