

SHS Program Level Agreement
Attachment 1 - Special Conditions

- 1 Service Delivery Schedule
 - 1.1 The Service Provider must agree on a Service Delivery Schedule with Family and Community Services by 30 September 2014.

- 2 SHS Service Package Description
 - 2.1 The SHS Service Package Description that relates to the service provided under this Program Level Agreement is included at Attachment 2. The Service Provider must deliver services in accordance with Attachment 2.

- 3 SHS Practice Guidelines
 - 3.1 Service Providers must deliver services in accordance with the SHS Practice Guidelines.
 - 3.2 Family and Community Services reserves the right to vary the guidelines in clause 3.1 at any time during the period of this Program Level Agreement.

- 4 Government properties
 - 4.1 For a Service Provider who has been allocated the management responsibility of government funded community housing capital and/or leasehold properties, the Service Provider or its nominated organisation will need to be and remain a Registered Community Housing Provider within the meaning of the *Community Housing Providers (Adoption of National Law) Act 2012* (NSW).
 - 4.2 All other Service Providers who have been approved support funding for clients of government funded community housing properties will work in partnership with a Registered Community Housing Provider. The Registered Community Housing Provider will either have already had management responsibility over these properties or it has a service presence in the local area that the Housing Agency will invite to take on the leasing or funding management responsibility of the properties.
 - 4.3 The property portfolio that is linked to the provision of support is described in Attachment 2, SHS Service Package Description, Appendix 1.
 - 4.4 For a Service Provider who has been allocated the management responsibility of government funded community housing capital and/or leasehold properties, the Service Provider will enter into a separate Community Housing Assistance Agreement with the Housing Agency for the management of the relevant community housing property portfolio. Where there is any conflict between this document and the Community Housing Assistance Agreement in relation to the management of the property portfolio, the Community Housing Assistance Agreement will prevail.
 - 4.5 The community housing property portfolio may vary during the term of this funding agreement in property number, location or configuration due to

reasons including but not limited to changes in housing supply and strategy and planning requirements. The Housing Agency will keep the Service Provider informed of any relevant changes and work with the Service Provider to identify alternative housing arrangement options.

5 Preferential employment opportunity

- 5.1 Family and Community Services objective is to maximise the redeployment of “displaced employees” as a result of the Going Home Staying Home reforms within the SHS sector. All Service Providers receiving funding under the SHS Program from 2014/15 must use their best endeavours to support this objective.
- 5.2 The Service Provider agrees to participate fully in all aspects of the Sector Employment Assistance Scheme.
- 5.3 The Service Provider agrees that “displaced employees”:
 - (a) may be placed in a suitable vacancy without firstly advertising that vacancy; and/or
 - (b) are eligible for priority assessment for advertised vacancies before other applicants; and/or
 - (c) will be selected on competitive merits where more than one “displaced employee” applies for the same vacancy; and/or
 - (d) may be prioritised for recruitment first from within their own organisation or from their partners within joint working arrangements.
- 5.4 For clauses 5.1 to 5.3 to apply the “displaced employee”:
 - (a) must meet the essential requirements for the position; or
 - (b) be likely to perform adequately in the position, after receiving appropriate training, in a reasonable period of time.

6 Prioritisation of clients

- 6.1 The Service Provider acknowledges that under the GHSH reform, there will be clients (formerly assisted by outgoing providers) who require ongoing support.
- 6.2 The Service Provider agrees to accept clients referred by outgoing providers with a case plan as a priority upon commencement of their contract. The Service Provider agrees to provide ongoing support and assistance to clients as per their case plan, provided that the clients are eligible to receive such assistance under the SHS Program, fit within the specifications of the Service Package being delivered by the Service Provider or other agreements with the outgoing provider, and until the clients no longer require the support or can be appropriately transferred to an alternative service.
- 6.3 If such support cannot be provided by the Service Provider, the Service Provider agrees to refer the client, with their consent, to an alternative service provider which can provide this priority assistance for the client
- 6.4 Nothing in clauses 1, 2 and 3 waives the right of tenants to continue to stay in their transitional accommodation, and have their tenancy managed in

accordance with the advice on Transitional Leasing Arrangements issued by Family and Community Services.

7 Joint Working Arrangement ("JWA")

- 7.1 The parties acknowledge that the Service Provider may enter into a JWA with various other parties in order to fulfil its obligations under this Program Level Agreement.
- 7.2 The Service Provider acknowledges that the decision by Family and Community Services to enter into this Program Level Agreement was based, in part, on the value and quality of the JWA partners annexed to this Program Level Agreement.
- 7.3 If the Service Provider submitted a tender for the services as the lead of a JWA, the Service Provider must provide a copy of the JWA written agreement to Family and Community Services, which must be signed by all parties of the JWA by 30 September 2014. A copy of the JWA written agreement will be annexed to this Program Level Agreement at Attachment 3.
- 7.4 If the Service Provider is unable to formalise the JWA outlined at tender and provide this to Family and Community Services within the timeframe stipulated in clause 7.3 above, then either party reserves the right to terminate this Program Level Agreement, after good faith discussions. If the changes to the JWA are a material departure from those outlined at tender, then Family and Community Services reserves the right to terminate this Program Level Agreement, after good faith discussions with the Service Provider.
- 7.5 The Service Provider must ensure all JWA partners are aware and comply with the obligations expressed within the Funding Deed and this Program Level Agreement, to the extent it applies to the Services they deliver.
- 7.6 The Service Provider must notify Family and Community Services of any material changes to the JWA within the duration of this Program Level Agreement. If the changes to the JWA are a material departure from those outlined at tender, then Family and Community Services reserves the right to terminate this Program Level Agreement within the duration of this Agreement, after good faith discussions with the Service Provider. If the changes are agreed by Family and Community Services, the Service Provider must provide a copy of the new JWA written agreement which has been signed by all parties to Family and Community Services. This copy will replace the copy at Attachment 3.
- 7.7 The Service Provider may also enter into sub-contracting arrangements and these are covered in Section 21 of the Funding Deed.

8 Co-contributions

- 8.1 The Service Provider agrees to provide the co-contributions described in Attachment 4, Sections 1 and 2.

- 8.2 The Service Provider agrees to maintain a similar level and type of contributions described in Attachment 4, Section 3.
- 8.3 The Service Provider acknowledges that the decision by Family and Community Services to enter into this Program Level Agreement was based, in part, on the value and quality of the co-contributions described in Attachment 4 and will commit to retaining these co-contributions for the duration of this Program Level Agreement.
- 8.4 If circumstances outside of the Service Provider's control results in the Service Provider being unable to provide the co-contributions described in Attachment 4, the Service Provider should contact Family and Community Services immediately to negotiate changes to Attachment 4.

9. Establishment Payment and Service Levels

- 9.1 The Service Levels are described in Attachment 2, SHS Service Package Description, Section 6.
- 9.2 The Service Provider will receive a one-off establishment payment for the period 1 August 2014 to 31 October 2014. The Service Provider acknowledges that this establishment payment is less than the pro-rata quarterly funding amount and that full quarterly funding from the annual funding amount will commence from 1 November, 2014.
- 9.3 FACS acknowledges that this may impact on the Service Provider's ability to meet service levels in Year 1 of the funding period (the 2014/15 financial year).
- 9.4 The Service Provider must meet at least 75% of the service levels specified in Attachment 2, Section 6.1 in the 2014/15 financial year.

10. Child Safe Organisations

- 10.1 Service Providers that work with children must be a Child Safe Organisation as defined by the NSW Office of Communities, Commission for Children and Young People.

11. Housing clients

- 11.1 The Service Provider must not house women and men in the same property, unless a full risk assessment has determined that there is no unacceptable risk either to them or to other residents.

12. Definitions for terms in the Special Conditions

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

- 12.1 **Joint Working Arrangement** means the formal arrangement established to govern the Services outlined in this Agreement.
- 12.2 **Community Housing** means subsidised accommodation for people on a very low, low or moderate income or people with additional needs, managed

by not for profit organisations within the State of New South Wales.
Community Housing includes Crisis Accommodation, Transitional Housing,
Co-operative Housing, Social Housing and Affordable Housing.

- 12.3 **Community Housing Assistance Agreement** means, in the case of this Agreement, the agreement between the Service Provider and the Housing Agency for the management of government funded community housing capital and/or leasehold properties.
- 12.4 **Housing Agency** means either the Land and Housing Corporation or the Secretary of the Department of Family and Community Services or (in certain circumstances) both of them.

13. Attachments to this Agreement

- 13.1 This Agreement has up to four attachments:
- Attachment 1 – the Special Conditions
 - Attachment 2 – SHS Service Package Description
 - Attachment 3 – Joint Working Arrangement written agreement
 - Attachment 4 – Co-contributions