



# Agreement for Funding of Services

## Schedule

Program: Targeted Earlier Intervention

Contract ID: [#Insert contract ID]

Contract name: [#Insert contract name]

Operating name: [#Insert Operating Name]

**Department of Communities and Justice**

ABN 36 433 875 185

**[#Insert name of Provider]**

ABN [#Insert ABN]

The Date of the Agreement for Funding of Services – Schedule is **1 July 2020**

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
<b>Us (Agency)</b>	Name: Department of Communities and Justice
	ABN: 36 433 875 185
	Address: [#Insert District address]
	Position, name and contact details of Agency representative: [#Insert position, name and contact details (including email address) of the Contract Manager]
<b>You (Provider)</b>	Name: [#Insert Provider's name]
	ABN/ACN/ICN: [#Insert Provider's Australian Business Number / Australian Company Number / Indigenous Corporation Number (as applicable)]
	Address: [#Insert Provider's address]
	Position, name and contact details of Provider representative: [#Insert position, name and contact details (including email address) of the Provider's representative]
<b>Initial Term</b> (Clauses 1.1 and 3.1)	<p>[#Insert the Initial Term of the Agreement as a period of time eg X years]</p> <p>Start Date: [#Insert start date of agreement]</p> <p>End Date: [#Insert end date of agreement]</p>
<b>Extension period</b> (Clause 3.2)	<p>[#Insert any applicable extension period for the Agreement. If no extension period will apply, then insert the words "Not applicable"]</p> <p>In practice, DCJ would only exercise the option to extend if the milestones recorded in this schedule (and with an end date within the initial term) are achieved to the satisfaction of the local Commissioning and Planning team.</p> <p>Completion of milestones alone, does not guarantee that the extension period will be offered, overall performance against the contract will also be taken into consideration.</p>

**Services**  
(Clauses  
1.1 and 5)

**TABLE 1**

<b>Financial Year</b>	<b>Service level</b>	<b>Maximum quantity</b>	<b>Unit measure</b>	<b>Unit price</b>	<b>Line Item Total</b>
2020/2021	Community connections	[#Insert]	Clients	N/A]	#Insert total funding allocated to this Program Activity p.a.]
2021/2022	Community connections	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2022/2023	Community connections	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2023/2024	Community connections	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2024/2025	Community connections	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2020/2021	Community centres	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2021/2022	Community centres	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2022/2023	Community centres	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2023/2024	Community centres	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2024/2025	Community centres	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2020/2021	Community support	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2021/2022	Community support	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2022/2023	Community support	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2023/2024	Community support	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.

2024/2025	Community support	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2020/2021	Targeted support	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2021/2022	Targeted support	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2022/2023	Targeted support	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2023/2024	Targeted support	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2024/2025	Targeted support	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2020/2021	Intensive or specialist support	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2021/2022	Intensive or specialist support	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2022/2023	Intensive or specialist support	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2023/2024	Intensive or specialist support	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.
2024/2025	Intensive or specialist support	[#Insert]	Clients	N/A	#Insert total funding allocated to this Program Activity p.a.

The service details are as follows:

**TABLE 2**

TEI service details:

Service delivery under each TEI Program Activity is divided into separate tables. The rows in each table represent a service type that will be delivered in a particular location, to a specific group of clients, in order to contribute to a TEI outcome.

Refer to the TEI Program Specifications (previously Program Guidelines) for more information about the Target Group, Program Activities and Service Types under TEI.

The TEI Program Client Outcomes are outlined in the TEI Outcomes Framework.

Program Activity 1: Community connections					
#	Location (LGA)	Target Group	Service Type	Quantity	TEI Program Client Outcome
				# clients	
1.1	[#Insert]	[#Insert]	[#Insert]	[#Insert]	[#Insert]
1.2	[#Insert]	[#Insert]	[#Insert]	[#Insert]	[#Insert]

Program Activity 2: Community centres					
#	Location (LGA)	Target Group	Service Type	Quantity	TEI Program Client Outcome
				# clients	
2.1	[#Insert]	[#Insert]	[#Insert]	[#Insert]	[#Insert]
2.2	[#Insert]	[#Insert]	[#Insert]	[#Insert]	[#Insert]

Program Activity 3: Community support					
#	Location (LGA)	Target Group	Service Type	Quantity	TEI Program Client Outcome
				# clients	
3.1	[#Insert]	[#Insert]	[#Insert]	[#Insert]	[#Insert]
3.2	[#Insert]	[#Insert]	[#Insert]	[#Insert]	[#Insert]

Program Activity 4: Targeted support					
#	Location (LGA)	Target Group	Service Type	Quantity	TEI Program Client Outcome
				# clients	
4.1	[#Insert]	[#Insert]	[#Insert]	[#Insert]	[#Insert]
4.2	[#Insert]	[#Insert]	[#Insert]	[#Insert]	[#Insert]

Program Activity 5: Intensive or specialist support					
#	Location (LGA)	Target Group	Service Type	Quantity	TEI Program Client Outcome
				# clients	
5.1	[#Insert]	[#Insert]	[#Insert]	[#Insert]	[#Insert]
5.2	[#Insert]	[#Insert]	[#Insert]	[#Insert]	[#Insert]

**Additional Service Details descriptions:**

**Program Activity 1: Community connections**

[#Insert row number - then description if required. If no further information applies to the rows for this Program Activity, insert "none stated"]

**Program Activity 2: Community centres**

[#Insert row number - then description if required. If no further information applies to the rows for this Program Activity, insert "none stated"]

**Program Activity 3: Community support**

[#Insert row number - then description if required. If no further information applies to the rows for this Program Activity, insert "none stated"]

**Program Activity 4: Targeted support**

[#Insert row number - then description if required. If no further information applies to the rows for this Program Activity, insert "none stated"]

**Program Activity 5: Intensive or specialist support**

[#Insert row number - then description if required. If no further information applies to the rows for this Program Activity, insert "none stated"]

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**Target Group**  
(Clauses 1.1  
and 5.1(a)(i))

The Target Population for the TEI Program is children, young people, families and communities within NSW who are experiencing or at risk of vulnerability. The specific target group(s) described above also apply (if any).

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

The vision for the TEI program is that:

- Families, children and young people's needs are met early to prevent the escalation of vulnerability
- Families are able to access support early in the lives of their children and young people
- Risk factors that lead to child abuse, neglect, and domestic and family violence are addressed early; and
- Aboriginal children, young people, families and communities have access to timely, effective, accessible and culturally safe support and services.

With a focus on early help and support, the objective of the TEI program is to provide targeted services at the point where they can have the most impact, and deliver the best investment for communities and government.

The TEI Program can achieve this through the commissioning of services that:

- Recognise the significance of culture and identity in safety for Aboriginal children and young people in their family and broader communities.
- Support parents to meet the physical and material needs of their children.
- Support parents to meet the emotional needs and development of their children through warm and nurturing interactions and encouragement.
- Assist young people to stay connected with their family and make positive life choices as they move into adulthood.
- Actively engage with children, families and communities experiencing vulnerabilities, working with them to provide the services they need, which may involve coordinating service provision across the sector.

Help communities to support and protect their members, through building stronger social connections and support networks.

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**Funds and payment**  
(Clauses 1.1 and 9.1)

Total amount of Funds:  
(Clauses 1.1 and 9.1(a))

\$ [#Insert] (exclusive of GST)

The Funds will be paid to You on the following basis:  
(Clause 9.1(a))

The amount of Funds to be paid for each Financial Year of the Term is \$ [#Insert]

See also the Supplementary Conditions in relation to Funds held on trust.

A portion of the Funds will be paid to You at quarterly intervals, unless otherwise agreed in writing.

**Table 3**

Instalment	Payment trigger	Date for payment	Supporting documentation for payment claim
A portion of the funds will be paid to You each quarter.	[N/A]	[N/A]	[N/A]
N/A	N/A	N/A	N/A

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

[#Insert Provider's bank account details (including account name, BSB and account number)]

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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.

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**Budget**  
(Clauses 1.1 and 9.2)

[#If nil required, insert "Not applicable"]

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**Assets**  
(Clauses 1.1 and 11)

Asset threshold value:  
(Clause 1.1)

\$2,000 (exclusive of GST)

Other items that are  
Assets:  
(Clause 1.1)

[#Insert]

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

[#Insert details of any specific obligations that relate to the Assets. If none apply, insert the words "Nothing stated"]

Owner of assets:  
(Clause 11.2)

You agree that any Assets purchased with the Funds are the property of Us and are held on trust by You on behalf and for the benefit of Us unless otherwise approved by Us.

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

**TABLE 4**

<b>Number</b>	<b>Milestones</b>	<b>Due date</b>
1	[#Insert SMART description of Milestone]	[#Insert date by which Milestone must be achieved]
2	[#Insert]	[#Insert]
3	[#Insert]	[#Insert]

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**Notified Policies**  
(Clauses 1.1 and  
5.2(b))

The policies, guidelines and codes stated in the Program Specifications.

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**Standards**  
(Clauses 1.1 and  
5.2(c))

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

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**Performance and Outcome Measures**  
(Clauses 1.1 and  
5.3)

The performance and outcome measures described in the Program Specifications.

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**Subcontracting**  
(Clauses 1.1 and  
6.3)

[#If nil approved, insert "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 *Corporations Act 2001*(Cth), in Your organisation. This includes but is not limited to:

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

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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:

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

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

**TABLE 5**

<b>Reporting System</b>	<b>Reporting period</b>	<b>Data Entry frequency</b>
Data Exchange (DEX)	1 July – 31 December each year	Ongoing – all data to be entered or uploaded into system 30 days after each reporting period.
Data Exchange (DEX)	1 January – 30 June each year	Ongoing – all data to be entered or uploaded into system 30 days after each reporting period.

The TEI data approach is emerging and as part of continuous quality improvement changes may be made to data collection reporting during the term of the contract.

You must have systems in place to meet data collection and reporting obligations.

Performance information (e.g. client characteristics and service delivery information) will be required to be collected by You at the client/community level and entered directly into the Agency’s performance reporting solution, the **Data Exchange**.

The performance information reported through the Data Exchange includes:

- Client identity characteristics (given and family names, date of birth, gender and residential address)
- Client demographic characteristics (indigenous status, cultural and linguistic diversity, and disability status, impairment or condition)
- Service delivery information (outlets, cases, sessions)
- Client or community/group outcomes data.

The Data Exchange has two standardised six monthly performance reporting periods each year, which run from **1 July to 31 December** and **1 January to 30 June, with a 30 day close off period** after each of these. Once the close-off period is completed no further changes can be made to the data.

Information must be provided in accordance with the Data Exchange Protocols available at <https://dex.dss.gov.au/data-exchange-protocols>.

For TEI, participation in the “partnership approach” is a requirement of funding. By participating, You agree to provide some additional information in exchange for the receipt of regular and relevant reports. The main focus of the partnership approach is collecting information about the outcomes achieved by clients as a result of service delivery. The partnership approach also includes some extended data items that provide additional information about client demographics, needs and circumstances.

### **Program Logic**

In addition to DEX reporting, services will be required to have a current Program Logic, and review their TEI Program Logic annually, in conjunction with their local Commissioning and Planning Team.

**Insurance**  
(Clause 20.1)

Refer to clause 20.1 of the Agreement.

[#Insert any specific insurance requirements of the Agency which the Provider must satisfy under the Agreement]

**Acknowledgment and publicity**  
(Clause 21.1)

None stated

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

Our nominated representative:

Manager Commissioning and Planning  
[#Insert name of Manager and the District]

Your nominated representative:

[#Insert name of Provider's nominated representative for dispute resolution]

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

Our senior representative:

Executive District Director  
[#Insert name of EDD and the District]

Your senior representative:

[#Insert name of Provider's senior representative for dispute resolution]

**Supplementary Conditions**  
(Clauses 1.1, 2.1(c) and 5.1(a)(vi))

**1. Effect of Supplementary Conditions**

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

**2. Additional definitions**

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

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

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

**3. Option to extend**

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

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

#### **4. Program Specifications**

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

#### **5. Accounts and records**

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

#### **6. Funds held on trust**

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

#### **7. Additional funds**

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

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

**8. Asset Register**

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

**9. Termination without fault**

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

**10. Privacy Legislation**

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

**11. Records**

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

**12. Reporting**

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

**Organisational level**

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

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

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

#### **Services**

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

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- (iii) within 4 months of the end of each Financial Year during the Term.

**13. Data sharing**

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

**14. Research, evaluation and data collection**

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

**15. Reasonable access**

You agree to:

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

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

## **16. Audits**

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

## **17. Cooperation and assistance**

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

## **18. Notice sent to the DCJ contract management portal**

- (a) Unless stated otherwise in this Agreement and subject to clause 23, a notice, request or other communication given under this Agreement may be sent by either party via the Department's contract management portal that has

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provisions for these notices, requests or other communication to be sent and received;

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

**19. Additional Supplementary Conditions**

N/A

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**Attachment 1 – Program Specifications**

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## EXECUTION

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

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

Executed as an agreement on \_\_\_\_\_

[#Insert date of execution]

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

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised officer

\_\_\_\_\_  
Print full name

\_\_\_\_\_  
Print full name

\_\_\_\_\_  
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 [#Insert Provider name] ABN [#Insert Provider ABN] by:

\_\_\_\_\_  
Signature of director/company secretary

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Print full name

\_\_\_\_\_  
Print full name

\_\_\_\_\_  
Date  
OR

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

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised officer

\_\_\_\_\_  
Print name of witness

\_\_\_\_\_  
Name of authorised officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position of authorised officer

SAMPLE

## Attachment 1 | Program Specifications

[#Targeted Earlier Intervention Program Specifications to be attached#]

SAMPLE