

DSS Streamlined Grant Agreement

Grant Agreement

Once completed, this document, together with each Grant Schedule and the General Grant Conditions, forms an Agreement between us and you.

Parties to this Agreement

The Grantee (you)

Full legal name of Grantee	Side By Side Advocacy Incorporated
Legal entity type (e.g. individual, incorporated association, company, partnership etc.)	Non-Government Entity
Trading or business name	Side By Side Advocacy Incorporated
Australian Business Number (ABN)	83395894577
Registered office (physical)	Shop 1, 30-32 Herbert Street, WEST RYDE, NSW, 2114

The Commonwealth (us)

The Commonwealth of Australia represented by the Department of Social Services
Tuggeranong Office Park, Soward Way (Cnr Athllon Drive), Greenway ACT 2900
ABN 36 342 015 855

Background

The Commonwealth has agreed to enter this Agreement under which we will provide you with one or more Grants for the purpose of assisting you to undertake the associated Activity.

You agree to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Schedule.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions;
- (d) the Grant Schedule;
- (e) any other document referenced or incorporated in the Grant Schedule.

Each Grant Schedule, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that Grant Schedule. Any reference to the 'Agreement' in the Grant Schedule or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the preceding list will have precedence to the extent of the ambiguity or inconsistency.

DSS Streamlined Grant Agreement

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

The Grant Schedule forms part of the Agreement between the Commonwealth and the Grantee.

Organisation Id: 1-XA-200

Agreement Id: 4-498EH8Q

Schedule Id: 4-498EH8S

Grant Schedule

A. Purpose of the Grant

The Grant is being provided as part of the Disability and Carer Support program.

The purpose of the Grant is to:

Provide support and community-based initiatives for people with disability, mental illness and carers, so they can develop their capabilities and actively participate in community and economic life.

B. Activity

B.1

Activity Name: NDIS Appeals – 4-498EH8Z

Activity Objective: The NDIS Appeals (previously known as External Merits - Support Component) provides funding for support services to assist applicants in navigating the process of Administrative Appeals Tribunal review of National Disability Insurance Agency decision.

Activity Details:

You warrant that you have the power to enter into this Agreement to deliver the funded Activity. In carrying out the Activity you must:

- (a) comply with any codes of ethics, regulations or other industry standards relevant to the Activity;
- (b) comply with all relevant laws and in particular, take all reasonable actions to ensure no fraud occurs; and
- (c) comply with any Commonwealth or departmental policy notified to you in writing; including any new or altered Commonwealth or departmental policy.

The DaCS Activity includes providing appropriate means of self-reliance, communication, education services and advocacy as captured under the following headings:

Providing and improving access to services and support

Organisations may be funded for a range of services, including, but not limited to, those covered under the Disability Services Act 1986. Grants may also be provided for services and supports for carers including, but not limited to, services to support young carers aged 25 years and under.

Stakeholder engagement

Grants may be provided for support and services including, but not limited to, funding for people with disability and carers to participate in stakeholder engagement.

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You must achieve the following goals/objectives:

1. Provide support in accordance with the agreed role description for the support person:
 - Assist applicants to navigate the process of seeking an Administrative Appeals Tribunal (AAT) review of National Disability Insurance Agency decisions, including preparing documents, attending conferences and hearings;
 - Assist applicants to self-advocate where possible, or provide individual advocacy support, developing and implementing an individual plan in partnership with the applicant;
 - Ensure a referral to the Central Assessment Provider (CAP) where legal issues are highlighted for a determination as to whether legal services will be provided (for complex or novel legal cases);
 - Provide public information about the availability and role of the support person; and
 - Assist in the development of skills in self-advocacy by conducting individual or group sessions.
2. Ensure all persons seeking a support person are seen within 5 business days;
3. Ensure a consent form is completed prior to discussions with the CAP and the AAT;
4. You must undertake your obligations under this Agreement in accordance with the Programme Guidelines Suite for the NDIS Appeals programme and implement changes as required to the Programme during the Activity Period;
5. You must contribute to government policy, service and program development, in particular through the completion of data collection and participating in the evaluation of the measure; and
6. Ensure all persons receive a Client Satisfaction Survey.

Important requirements

You must comply with:

- DSS Departmental Policies*;
- the Disability and Carer Support Programme Guidelines*;
- the NDIS Appeals Operational Guidelines*;
- the Data Exchange Protocols*; and
- any other service compliance requirements applicable for the Activities you are funded to deliver.

*Any or all of these may be amended by us from time to time. If we amend these we will notify you in writing at least one month prior to the changes coming into effect. The latest version can be found on the DSS website www.dss.gov.au.

You must ensure that cultural and linguistic diversity is not a barrier for people targeted by this Activity, by providing access to language services where appropriate.

Data Exchange Reporting

You are required to provide client level data and service delivery information from all recipients of this Activity in accordance with the Data Exchange Protocols https://dex.dss.gov.au/policy-guidance/dex_data_exchange_protocols/.

You must provide the data required within the Data Exchange through an approved mechanism as outlined in the Data Exchange Protocols.

You are required to finalise the submission of data within the Data Exchange for each reporting period within 30 days of the reporting period ceasing.

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Activity Work Plan

None Specified

Service Types

Where you are funded for more than one service type under this Activity, and you have met the requirements within one of these service areas, you may shift all or part of any remaining funds to another service type you support under this Activity. You must advise us of resource attributions annually through the Service Stocktake Report as detailed in Item E.

Outlet Locations

You must advise us of the outlet locations for this Activity within 3 months of the execution of this Agreement. Thereafter, you must advise us of any changes to outlet locations annually through the Service Stocktake Report as detailed in Item E.

Service Areas

You must provide services across the service area as outlined in the table below.

Where you are funded for more than one service area, and you have met the requirements within one of these service areas, you may shift all or part of any remaining funds to another service area you support under this Activity. You must advise us of resource attributions annually through the Service Stocktake Report as detailed in Item E.

Use of Location, Service Information and Attributed Funding Information

The information listed below on location, service area and any attributed DSS funding amounts will be used by us to provide reports, by region, on DSS's funding.

The information may be published on a Commonwealth web site.

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Activity Performance Indicators:

	Performance Indicator Description	Measure
1.	Number of clients assisted	Measured using benchmarking, comparing your achievement against similar service providers delivering a comparable service. Similar services will be considered against scale of funding, locality of service location and other relevant characteristics.
2.	Number of events / service instances delivered	Measured using benchmarking, comparing your achievement against similar service providers delivering a comparable service. Similar services will be considered against scale of funding, locality of service location and other relevant characteristics.
3.	Percentage of participants from priority target groups	Measured using benchmarking, comparing your achievement against similar service providers delivering a comparable service. Similar services will be considered against scale of funding, locality of service location and other relevant characteristics.
4.	Percentage of clients achieving individual goals related to independence, participation and well-being	Measured using benchmarking, comparing your achievement against similar service providers delivering a comparable service. Similar services will be considered against scale of funding, locality of service location and other relevant characteristics.
5.	Percentage of clients achieving improved independence, participation and well-being	Measured using benchmarking, comparing your achievement against similar service providers delivering a comparable service. Similar services will be considered against scale of funding, locality of service location and other relevant characteristics.

Location Information:

The Activity will be delivered from the following site location/s

	Location Type	Name	Address
1	Direct Funded	Side By Side Advocacy Incorporated	Shop 1, 30-32 Herbert Street, WEST RYDE, NSW, 2114

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Service Area Information:

The Activity will service the following service areas

	Type	Service Area
1	LGA 2011	Hunters Hill(A) Lane Cove(A) Manly(A) Mosman(A) North Sydney(A) Pittwater(A) Ryde(C) Warringah (A) Willoughby(C) Hornsby(A)

C. Duration of the Grant Schedule and Activity/ies

The Grant Schedule starts on 1 December 2016 and ends on 30 November 2018, the Grant Schedule Completion Date.

C.1 The NDIS Appeals – 4-498EH8Z Activity starts on 1 December 2016 and ends on 31 December 2017, the Activity Completion Date.

D. Payment of the Grant

Funding provided for the NDIS Appeals – 4-498EH8Z is detailed below.

Milestone	Anticipated date	Amount (excl. GST)	SACS (excl. GST)	GST	Total (incl. GST)
First payment of 2016-17 funds	On execution	\$49,000.00	\$0.00	\$4,900.00	\$53,900.00
Second payment of 2016-17 funds	1 March 2017	\$49,000.00	\$0.00	\$4,900.00	\$53,900.00
First payment of 2017-18 funds	11 July 2017	\$26,000.00	\$0.00	\$2,600.00	\$28,600.00
Second payment of 2017-18 funds	6 September 2017	\$26,000.00	\$0.00	\$2,600.00	\$28,600.00
Total Amount		\$150,000.00	\$0.00	\$15,000.00	\$165,000.00

Your funding may be adjusted by indexation. You will be notified in writing if this occurs.

You must ensure that the Grant is held in an account in your name and which you control, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.

Your nominated bank account into which the Grant is to be paid is:

BSB Number:	s22
Financial Institution:	s22
Account Number:	s22
Account Name:	s22

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Tax, Duties and government Charges

GST Provisions – you are registered or required to be registered for GST

- D.1. In this clause:
- (a) the term '**GST Act**' means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
 - (b) the terms '**supply**', '**supplier**', '**taxable supply**', '**tax invoice**', '**GST**', '**input tax credit**', '**decreasing adjustment**' and '**adjustment note**' have the same meaning as given in the GST Act; and
 - (c) the term '**RCTI**' means a '**recipient created tax invoice**' as defined in the GST Act. For the purpose of this Agreement, an RCTI is a tax invoice belonging to a class of tax invoices that the Australian Commissioner of Taxation has determined in writing may be issued by the receiver of the supply; and
 - (d) '**receiver of the supply**' has the same meaning as the term '**recipient**' has in the GST Act.
- D.2 You must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this clause.
- D.3 If one party ('**supplier**') makes a taxable supply to the other party ('**receiver of the supply**') under this Agreement the receiver of the supply will pay without set-off, on provision of a tax invoice or RCTI, an additional amount to the supplier equal to the GST imposed on the supply in question.
- D.4 If an amount on account of GST has been included in the consideration for a supply under this Agreement, the amount of GST is as specified in this Item D.
- D.5 If an amount on account of GST has been included in the consideration for a supply under this Agreement and the supply is not a taxable supply for any reason, the supplier must, on demand, refund the amount paid on account of GST to the receiver of the supply.
- D.6 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.
- D.7 The parties acknowledge and agree that each party:
- (a) is registered for GST purposes;
 - (b) has quoted its Australian Business Number to the other; and
 - (c) must tell the other of any changes to the matters covered by this clause.
- D.8 We (as the receiver of the supply) will issue RCTI(s) and any adjustment notes for any taxable supplies you make to us under this Agreement within 28 days of us determining the value of the taxable supplies in question.
- D.9 You must not issue tax invoices or adjustment notes for taxable supplies you make to us under this Agreement.
- D.10 Both parties must comply with the determination scheduled to GST Ruling 2000/10.
- D.11 We will not issue RCTI(s) or adjustment notes for taxable supplies you make to us under this Agreement at any time that either Party fails to comply with any of the requirements in clauses D.7 to D.11.

E. Reporting

You agree to create the following reports in the form specified and to provide the reports to our contact officer in accordance with the following:

Milestone	Activity If Applicable	Information to be included	Due Date
Performance Report	NDIS Appeals	Finalisation of period 2 Mandatory priority data within the Data Exchange, as per the Data Exchange Protocols 1 January 2017 to 30 June 2017 as per Item E.1	30 July 2017
Service Stocktake	NDIS Appeals	A report with compliance or other reporting as set out in Item E.5	15 August 2017
Financial Report	NDIS Appeals	Financial Acquittal from 1 July 2016 to 30 June 2017 as per Item E.4	31 October 2017
Performance Report	NDIS Appeals	Finalisation of period 1 Mandatory priority data within the Data Exchange, as per the Data Exchange Protocols 1 July 2017 to 31 December 2017 as per Item E.1	30 January 2018
Service Stocktake	NDIS Appeals	A report with compliance or other reporting as set out in Item E.5	15 August 2018
Financial Report	NDIS Appeals	Financial Acquittal from 1 July 2017 to 30 June 2018 as per Item E.4	31 October 2018

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E.1 Performance Reports

NDIS Appeals – 4-498EH8Z

Data Exchange Reports

You must provide client and service delivery information to the Department of Social Services (DSS) via the Data Exchange in accordance with the Data Exchange Protocols, within 30 days of the completion of a reporting period, as outlined in Item E.

The Data Exchange Protocols can be found at https://dex.dss.gov.au/policy-guidance/dex_data_exchange_protocols/.

E.2 Activity Work Plan

NDIS Appeals – 4-498EH8Z

None Specified

E.3 Annual Report

NDIS Appeals – 4-498EH8Z

None Specified

E.4 Accounting for the Grant

NDIS Appeals – 4-498EH8Z

A financial declaration must be submitted for each financial year funded under this Grant Agreement. A financial declaration is a certification from the Grantee stating that funds were spent for the purpose provided as outlined in the Grant Agreement and in which the Grantee is required to declare unspent funds. The financial declaration must be certified by your board, the chief executive officer or one of your officers, with authority to do so verifying that you have spent the funding on the Activity in accordance with the Grant Agreement.

E.4.1 If you have received SACS Supplementation for any of these Activities, you must provide us with a declaration for each activity that,

- (a) you used the SACS Supplementation specified in Item D of the Grant Schedule for the Activity only to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision; and
- (b) specifies the amount, if any, of the SACS Supplementation provided for the Activity that remains unspent and uncommitted.

E.5 Other Reports

NDIS Appeals – 4-498EH8Z

Service Stocktake

For the purposes of this Agreement, Service Stocktake means a document to be completed by you, on a template or system provided by us.

The template will include compliance reporting requirements and may include the option for a financial declaration under this Activity. It will also include any progress reporting requirements against any agreed Activity Work Plan for the period.

F. Party representatives and address for notices

Our contact details and address for notices	
Name or Position	s22 [REDACTED]
Phone	s22 [REDACTED]
E-mail	s22 [REDACTED]@dss.gov.au
Postal Address	GPO Box 9820 Sydney NSW 2001
Your contact details and address for notices	
Name or Position	s22 [REDACTED]
Phone	02 9808 5500
E-mail	s22 [REDACTED]
Postal Address	Shop 1, 30-32 Herbert Street, WEST RYDE, NSW, 2114

G. Supplementary Terms

G.1 Other Contributions

NDIS Appeals – 4-498EH8Z

None Specified

G.2 Activity budget

NDIS Appeals – 4-498EH8Z

None Specified

G.3 Record keeping

NDIS Appeals – 4-498EH8Z

Applies – See Attached

G.4 Audit

NDIS Appeals – 4-498EH8Z

None Specified

G.5 Activity Material

NDIS Appeals – 4-498EH8Z

Applies – See Attached

G.6 Access

NDIS Appeals – 4-498EH8Z

Applies – See Attached

G.7 Equipment and assets

NDIS Appeals – 4-498EH8Z

You may acquire Assets necessary for service delivery purposes and in accordance with the Disability and Carer Support Programme Guidelines

G.8 Relevant qualifications or skills

NDIS Appeals – 4-498EH8Z

None Specified

G.9 Activity specific legislation, policies and industry standards

NDIS Appeals – 4-498EH8Z

None Specified

G.10 Commonwealth Material, facilities and assistance

NDIS Appeals – 4-498EH8Z

None Specified

G.11 Jurisdiction

NDIS Appeals – 4-498EH8Z

Applies – See Attached

G.12 Grantee trustee of a Trust

NDIS Appeals – 4-498EH8Z

None Specified

Signatories

Organisation Id: 1-XA-200

Agreement Id: 4-498EH8Q

Parties Commonwealth of Australia, as represented by and acting through **The Department of Social Services ABN 36 342 015 855**, Tuggeranong Office Park, Soward Way (Cnr Athllon Drive), Greenway ACT 2900 ("us", "we" or "our")

Side By Side Advocacy Incorporated ABN 83395894577 of Shop 1, 30-32 Herbert Street, WEST RYDE, NSW, 2114("you" or "your")

This Agreement is deemed to commence/have effect from 13.3.2017

Signed for and on behalf of the **Commonwealth of Australia** by the relevant Delegate, represented by and acting through **The Department of Social Services ABN 36 342 015 855** in the presence of:

<u>s22</u> _____ (Name of Departmental Representative)	<u>s22</u> _____ (Signature of Departmental Representative)
<u>A / DIRECTOR</u> _____ (Position of Departmental Representative)	<u>13.3.2017</u> _____
<u>s22</u> _____ (Name of Witness in full)	<u>s22</u> _____ (Signature of Witness)

Signed for and on behalf of **Side By Side Advocacy Incorporated ABN 83395894577** in accordance with its rules, and who warrants that he/she is authorised to sign this Agreement:

<u>s22</u> _____ (Name and position held by Signatory)	<u>s22</u> _____ (Signature)
<u>s22</u> _____ (Name and position held by second Signatory/Name of Witness)	<u>s22</u> _____ (Signature of second Signatory/Witness)

(Chair) *09.03.2017*

(SECRETARY) *09.03.2017*

Notes about the signature block:

- if you are an **incorporated association**, the signatories can be any two members of the governing committee of the Association or a member of the governing committee and the Public Officer. Alternatively, the Grant Agreement could be executed using the Common Seal. Associations incorporated in the **Northern Territory** must affix their **Common Seal** unless the Rules of the Association authorise a person to enter into legally binding documents.
- if you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- if you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness. Affix your **Company Seal**, if required by your Constitution.
- if you are a **partnership**, a partner must be a signatory in the presence of a witness.
- if you are an **individual**, you must sign in the presence of a witness.
- if you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required.



Australian Government
Department of Social Services

s22

Executive Officer
Side By Side Advocacy Incorporated
Shop 1, 30-32 Herbert Street
WEST RYDE NSW 2114

GPO Box 9820
Brisbane QLD 4001
Telephone: 1300 653 227
Website: www.dss.gov.au
TTY: 133 677

Dear s22

Variation of Grant Agreement – Disability and Carer Support (DaCS) Program

The Commonwealth of Australia, represented by the Department of Social Services and Side By Side Advocacy Incorporated (the **Parties**) have a current Streamlined Grant Agreement 4-498EH8Q (the **Agreement**).

Following discussion with you concerning:

Extension and amendment of the current Agreement and additional 2017-18 financial year funding of \$41,600.00 (GST exclusive), 2018-19 financial year funding of \$92,000.00 (GST exclusive) and 2019-20 financial year funding of \$55,200.00 (GST exclusive) for the **NDIS Appeals** Activity under the **Disability and Carer Support** Program, we have agreed to vary the Agreement.

The Parties seek to vary the Agreement, as follows and do so with this **Letter of Variation**.

You are provided with the Letter of Variation for you to sign. You are required to return two signed copies to us at the above address within thirty (30) Business Days of the date of this letter otherwise this offer will lapse.

We will sign both copies and return one copy to you for your records. The Variation takes effect from the date on which we sign this Letter of Variation.

The Parties agree to the following variations:

Under Schedule Id: 4-498EH8S

for Activity Id: 4-498EH8Z

1. **Replace** the entire Activity Details at **Item B.1 – Activity Details** with the following:

Activity Details:

You warrant that you have the power to enter into this Agreement to deliver the funded Activity. In carrying out the Activity you must:

- (a) comply with any codes of ethics, regulations or other industry standards relevant to the Activity;
 - (b) comply with all relevant laws and in particular, take all reasonable actions to ensure no fraud occurs;
- and
- (c) comply with any Commonwealth or departmental policy notified to you in writing; including any new or altered Commonwealth or departmental policy.

The Disability and Carer Support (DaCS) Activity includes providing appropriate means of self-reliance, communication, education services and advocacy as captured under the following headings:

Providing and improving access to services and support

Organisations may be funded for a range of services, including, but not limited to, those covered under the Disability Services Act 1986. Grants may also be provided for services and supports for carers including, but not limited to, services to support young carers aged 25 years and under.

Stakeholder engagement

Grants may be provided for support and services including, but not limited to, funding for people with disability and carers to participate in stakeholder engagement.

You must achieve the following goals/objectives:

1. Provide support in accordance with the agreed role description for the Support Person:
 - Assist applicants to navigate the process of seeking an Administrative Appeals Tribunal (AAT) review of National Disability Insurance Agency (NDIA) decisions, including preparing documents, attending conferences and hearings;
 - Assist applicants to self-advocate where possible, or provide individual advocacy support, developing and implementing an individual plan in partnership with the applicant;
 - Ensure a referral to the relevant Legal Aid Commission where legal issues are highlighted for a determination as to whether legal services will be provided;
 - Provide public information about the availability and role of the Support Person; and
 - Assist in the development of skills in self-advocacy by conducting individual or group sessions.
 - Where demand allows, support applicants before they apply to the AAT. Noting, support is prioritised for NDIA applicants or participants for their application for review in the AAT.
2. Ensure all persons seeking a support person are seen within 5 business days;
3. Ensure a consent form is completed prior to application to the relevant Legal Aid Commission and the AAT;
4. You must undertake your obligations under this Agreement in accordance with the Program Guidelines Suite for the NDIS Appeals Program and implement changes as required to the Program during the Activity Period.
5. You must contribute to government policy, service and program development in particular through the completion of data collection and participating in the evaluation of the measure; and
6. Ensure all persons receive a Client Satisfaction Survey.

2. **Replace** the table at **Item B.1 – Service Area Information** with the following:

	Type	Service Area
1	SA4	Sydney - Baulkham Hills and Hawkesbury Sydney - Blacktown Sydney - City and Inner South Sydney - Eastern Suburbs Sydney - Inner South West Sydney - Inner West Sydney - North Sydney and Hornsby Sydney - Northern Beaches Sydney - Outer South West Sydney - Outer West and Blue Mountains Sydney - Parramatta Sydney - Ryde Sydney - South West Sydney - Sutherland

3. **Replace** the dates at **Item C – Duration of the Grant Schedule and Activity/ies** with the following:
 - the Grant Schedule Completion Date with 30 November 2020; and

- the Activity Completion Date with 30 June 2020

4. **Add** the following milestones at **Item D – Payment of the Grant**:

Milestone	Anticipated date	Amount (excl. GST)	SACS (excl. GST)	GST	Total (incl. GST)
Additional payment of 2017-18 funds	On execution	\$41,600.00	\$0.00	\$4,160.00	\$45,760.00
Half-yearly payment of 2018-19 funds	10 July 2018	\$46,000.00	\$0.00	\$4,600.00	\$50,600.00
Half-yearly payment of 2018-19 funds	3 December 2018	\$46,000.00	\$0.00	\$4,600.00	\$50,600.00
Half-yearly payment of 2019-20 funds	9 July 2019	\$27,600.00	\$0.00	\$2,760.00	\$30,360.00
Half-yearly payment of 2019-20 funds	2 December 2019	\$27,600.00	\$0.00	\$2,760.00	\$30,360.00

5. **Replace** the milestones from 30 July 2018 at **Item E – Reporting** with the following:

Milestone	Activity If Applicable	Information to be included	Due Date
Performance Report	NDIS Appeals	Finalisation of period 2 Mandatory priority data within the Data Exchange, as per the Data Exchange Protocols 1 January 2018 to 30 June 2018 as per Item E.1	30 July 2018
Service Stocktake	NDIS Appeals	A report with compliance or other reporting as set out in Item E.5	15 August 2018
Financial Acquittal Report	NDIS Appeals	Financial Acquittal from 1 July 2017 to 30 June 2018 as per Item E.4	31 October 2018
Performance Report	NDIS Appeals	Finalisation of period 1 Mandatory priority data within the Data Exchange, as per the Data Exchange Protocols 1 July 2018 to 31 December 2018 as per Item E.1	30 January 2019
Performance Report	NDIS Appeals	Finalisation of period 2 Mandatory priority data within the Data Exchange, as per the Data Exchange Protocols 1 January 2019 to 30 June 2019 as per Item E.1	30 July 2019
Service Stocktake	NDIS Appeals	A report with compliance or other reporting as set out in Item E.5	15 August 2019
Financial Acquittal Report	NDIS Appeals	Financial Acquittal from 1 July 2018 to 30 June 2019 as per Item E.4	31 October 2019
Performance Report	NDIS Appeals	Finalisation of period 1 Mandatory priority data within the Data Exchange, as per the Data Exchange Protocols 1 July 2019 to 31 December 2019 as per Item E.1	30 January 2020
Performance Report	NDIS Appeals	Finalisation of period 2 Mandatory priority data within the Data Exchange, as per the Data Exchange Protocols 1 January 2020 to 30 June 2020 as per Item E.1	30 July 2020
Service Stocktake	NDIS Appeals	A report with compliance or other reporting as set out in Item E.5	15 August 2020
Financial Acquittal Report	NDIS Appeals	Financial Acquittal from 1 July 2019 to 30 June 2020 as per Item E.4	31 October 2020

The Parties agree that:

(a) terms in this Letter of Variation with initial capital letter(s) have the same meaning as they have in the Agreement; and

(b) the only variations are those set out in this Letter of Variation. In all other respects, the Agreement remains unamended.

If you have any questions, please contact s22 on s22 or email s22@dss.gov.au.

Yours sincerely,

s22



s22

NSW/ACT
State Manager

20 December 2017

Signatories to this Letter of Variation

Parties

Commonwealth of Australia, as represented by and acting through **The Department of Social Services ABN 36 342 015 855**, 71 Athllon Drive, GREENWAY ACT 2900 ("us", "we" or "our")

Side By Side Advocacy Incorporated ABN 83 395 894 577 of Shop 1 30-32 Herbert Street WEST RYDE NSW 2114 ("you" or "your")

Executed by the Parties on the day the last Party signs, which is

^{SK}.....Day of JANUARY.....Year 2018.....

Signed for and on behalf of the **Commonwealth of Australia** by the relevant Delegate, represented by and acting through **The Department of Social Services ABN 36 342 015 855** in the presence of:

s22

(Signature of Departmental Representative)
05/01/2018

s22

(Name of Departmental Representative)

TEAM LEADER.

(Position of Departmental Representative)

s22

(Signature of Witness)

05/01/2018

s22

(Name of Witness in full)

Signed for and on behalf of **Side By Side Advocacy Incorporated ABN 83 395 894 577** in accordance with its rules, and who warrants that he/she is authorised to sign this Agreement:

s22

(Name and position held by Signatory)

-Treasurer

s22

(Signature)

s22

(Name and position held by second Signatory/Name of Witness)

s22

(Signature of second Signatory/Witness)

30/12/17



Australian Government
Department of Social Services

Mr s22
Executive Officer
Side By Side Advocacy Incorporated
Shop 1 30-32 Herbert Street
WEST RYDE NSW 2114

Address: GPO Box 9820
BRISBANE QLD 4001
Telephone: 1300 653 227
TTY: 133 677
Email: transitions@communitygrants.gov.au
Website: www.dss.gov.au

Dear Mr s22

NOTICE OF CHANGE – ACTIVITY ID: 4-498EH8Z

We have a Grant Agreement with you for the delivery of services under the Disability and Carer Support Program, Agreement ID: 4-498EH8Q – Schedule ID: 4-498EH8S dated 1/12/2016 (“**the Agreement**”) between Side By Side Advocacy Incorporated and the Commonwealth of Australia, represented by the Department of Social Services (“**the parties**”).

This Notice of Change is to advise you of the application of indexation, as well as the Social and Community Services (SACS) Award adjustment payment (if applicable). Your current 2019-20 year funding (excluding GST and SACS) forms the basis to which indexation is applied. The same approach applies for any SACS supplementation payments (if applicable).

The change to your funding will be included as a new milestone payment as part of your current Agreement, and will be applied to the 2019-2020 financial year.

Financial Year	Payment Date	Indexation Amount (excl. GST)	GST (if applicable)	Total Indexation (incl. GST)
2019-20	16 March 2020	\$2,050.40	\$205.04	\$2,255.44

For each successive financial year where indexation is applicable, you will receive a Notice of Change. In the case of multi-year agreements, your revised funding amount will form the basis for the calculation of indexation in the following year.

We wish to advise you that this change to your agreement with us does not require a formally executed variation to be carried out.

The parties agree that:

(a) the only change/s are those set out in this Notice of Change. In all other respects, the Agreement remains unamended.

If you have any questions about this Notice of Change, please contact s22 on s22 or email s22 @dss.gov.au.

Yours sincerely,

s22

s22

Director
QLD Centre of Expertise – Transitions
Community Grants Hub

20 February 2020



Australian Government

**Commonwealth
Simple Grant Agreement**

between

the Commonwealth represented by
Department of Social Services

and

Side By Side Advocacy Incorporated

Grant Agreement

Once completed, this document, together with each set of Grant Details and the Commonwealth General Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth of Australia (the Commonwealth) and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	Side By Side Advocacy Incorporated
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Incorporated Association
Trading or business name	Side By Side Advocacy Incorporated
Any relevant licence, registration or provider number	
Australian Company Number (ACN) or other entity identifiers	
Australian Business Number (ABN)	83 395 894 577
Registered for Goods and Services Tax (GST)	Y
Date from which GST registration was effective	
Registered office (physical/postal)	Shop 1 30-32 Herbert St, WEST RYDE NSW 2114
Relevant business place (if different)	
Telephone	02 9808 5500
Fax	02 9807 6960
Email	s22 [REDACTED]

The Commonwealth

The Commonwealth of Australia represented by Department of Social Services
71 Athllon Drive GREENWAY ACT 2900
ABN 36 342 015 855

Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details

Organisation ID:	1-XA-200
Agreement ID:	4-ENPFNV1
Program Schedule ID:	4-ENYU17B

A. Purpose of the Grant

The purpose of the Grant is to:

Provide support and community-based initiatives for people with disability or mental illness and for carers so they can develop their capabilities and actively participate in community and economic life.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Disability and Carer Support program.

NDIS Appeals - 4-EO5X7XE

B. Activity

The parties acknowledge that the Grantee commenced work in relation to this Agreement, including the performance of the Activity, on 1 July 2020.

The parties agree the terms and conditions of this Agreement apply on and from that date, and unless terminated earlier, expire on the Activity Completion Date.

Activity Objective:

The objectives of this Activity are:

- to ensure that all people with disability and other affected persons seeking review of National Disability Insurance Agency (NDIA) decisions have access to a support person; and
- to ensure people with disability and other affected persons are referred appropriately to National Disability Insurance Scheme (NDIS) Appeals-funded Legal Aid Commissions for advice and/or legal services.

The intended outcomes of this Activity are:

- to support all people with disability and other affected persons (such as parents and carers) affected by reviewable decisions by the NDIA to navigate the review process; and
- to support all people with disability and other affected persons (such as parents and carers) affected by reviewable decisions by the NDIA to access legal advice and/or services through NDIS Appeals-funded Legal Aid Commissions.

Activity Details:

In undertaking this Activity, the Grantee must provide assistance to NDIS applicants and/or participants and others affected by reviewable NDIA decisions.

These services are to be provided by a support person to assist with the navigation of NDIA review processes.

The support person:

- provides assistance and advice to applicants who wish to put their own cases forward (self-advocate) for a review of NDIA decisions;
- where self-advocacy is not appropriate, provides individual advocacy support, developing and implementing an individual plan in partnership with the applicant;
- assists applicants to navigate the process of seeking a review of NDIA decisions, including preparing documents, attending conferences and hearings;
- refers to the relevant Legal Aid Commission where legal issues are highlighted and an application has been made to the Administrative Appeals Tribunal (AAT), for a determination to be made as to whether legal services are warranted;
- provides information about the availability and role of the support person;
- refers AAT applicant to the relevant Legal Aid Commission if they require legal advice on their application for an external review;
- educates the community and potential applicants on NDIS Appeals and the review process; and
- conducts individual or group self-advocacy sessions.

Although all aspects of the role of support person, as described above, are funded under NDIS Appeals, priority rests with the provision of supports to AAT applicants and promotion of assistance available to persons seeking an external review of NDIA decisions.

If legal services are provided, the support person, subject to the applicant's agreement, continues to

support the applicant through the AAT process.

The Grantee is required to have a referral strategy in place to refer applicants to other organisations when necessary. For example, if there is another organisation better located or if the organisation is at capacity. The support persons are required to work collaboratively with each other, the AAT, DSS, and the NDIA, to promote the interests of the applicant.

Support persons may be asked to attend meetings or participate on committees contributing to government policy, service and program development of NDIS Appeals.

Important requirements

You must comply with:

- Department of Social Services Departmental Policies*;
- the relevant Guidelines*;
- the Data Exchange Protocols*;
- and
- any other service compliance requirements applicable for the Activities you are funded to deliver.

*Any or all of these may be amended by us from time to time. If we amend these we will notify you in writing at least one month prior to the changes coming into effect. The latest version can be found on the Department of Social Services website www.dss.gov.au.

You must ensure that cultural and linguistic diversity is not a barrier for people targeted by this Activity, by providing access to language services where appropriate.

Data Exchange Reporting

You are required to provide client level data and service delivery information from all recipients of this Activity in accordance with the Data Exchange Protocols (<https://dex.dss.gov.au/data-exchange-protocols/>). You must provide the data required within the Data Exchange through an approved mechanism as outlined in the Data Exchange Protocols.

You are required to finalise the submission of data within the Data Exchange for each reporting period within 30 days of the reporting period ceasing, as set out in the reporting schedule below.

Service Types

Where you are funded for more than one service type under this Activity, and you have met the requirements within one of these service areas, you may shift all or part of any remaining funds to another service type you support under this Activity. You must advise us of resource attributions annually through the Activity Work Plan Report as detailed in Item E.

Outlet Locations

You must advise us of the outlet locations for this Activity within 3 months of the execution of this Agreement. Thereafter, you must advise us of any changes to outlet locations annually through the Activity Work Plan Report as detailed in Item E.

Service Areas

You must provide services across the service area as outlined in the table below.

Where you are funded for more than one service area, and you have met the requirements within one of these service areas, you may shift all or part of any remaining funds to another service area you support under this Activity. You must advise us of resource attributions annually through the Activity Work Plan Report as detailed in Item E.

Use of Location, Service Information and Attributed Funding Information

The information listed below on location, service area and any attributed DSS funding amounts will be used by us to provide reports, by region, on DSS's funding.

The information may be published on a Commonwealth website.

Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
Number of clients assisted	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Number of events / service instances delivered	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange

Performance Indicator Description	Measure
	Protocols.
Percentage of participants from priority target groups	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Percentage of clients achieving individual goals related to independence, participation and well-being	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.
Percentage of clients achieving improved independence, participation and well-being	Measured using benchmarking, comparing your achievement against similar service providers delivering comparable services, using characteristics defined in the Data Exchange Protocols.

Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1	Direct Funded	Side By Side Advocacy Incorporated	Shop 1 30-32 Herbert St WEST RYDE NSW 2114

Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	Statistical Area Level 4 (2016)	Sydney - Blacktown
2	Statistical Area Level 4 (2016)	Sydney - City and Inner South
3	Statistical Area Level 4 (2016)	Sydney - Eastern Suburbs
4	Statistical Area Level 4 (2016)	Sydney - Inner South West
5	Statistical Area Level 4 (2016)	Sydney - Inner West
6	Statistical Area Level 4 (2016)	Sydney - Northern Beaches
7	Statistical Area Level 4 (2016)	Sydney - Outer South West
8	Statistical Area Level 4 (2016)	Sydney - Parramatta
9	Statistical Area Level 4 (2016)	Sydney - Ryde
10	Statistical Area Level 4 (2016)	Sydney - South West
11	Statistical Area Level 4 (2016)	Sydney - Sutherland
12	Statistical Area Level 4 (2016)	Sydney - Baulkham Hills and Ha
13	Statistical Area Level 4 (2016)	Sydney - North Sydney and Horn
14	Statistical Area Level 4 (2016)	Sydney - Outer West and Blue M

C. Duration of the Grant

The Activity starts on 1 July 2020 and ends on 30 June 2022, which is the **Activity Completion Date**.

The Agreement ends on 30 November 2022 or when the Commonwealth accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date**.

D. Payment of the Grant

The total amount of the Grant is \$152,848.00 excluding GST (if applicable).

A break down by Financial Year is below:

Financial Year	Amount (excl. GST if applicable)
2020-2021	\$74,560.00
2021-2022	\$78,288.00

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

BSB Number	s22
Financial Institution	s22
Account Number	s22
Account Name	s22

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

Milestone	Anticipated date	Amount (excl. GST)	GST (if applicable)	Total (incl. GST if applicable)
Half yearly payment of 2020-21 funds	On Execution	\$37,280.00	\$3,728.00	\$41,008.00
Half yearly payment of 2020-21 funds	1 December 2020	\$37,280.00	\$3,728.00	\$41,008.00
Half yearly payment of 2021-22 funds	13 July 2021	\$39,144.00	\$3,914.40	\$43,058.40
Half yearly payment of 2021-22 funds	1 December 2021	\$39,144.00	\$3,914.40	\$43,058.40
Total Amount		\$152,848.00	\$15,284.80	\$168,132.80

Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Performance Report	Finalisation of Data Exchange period 1 data (1 July to 31 December), as set out in the Data Exchange Protocols, as per Item E.1	30 January 2021
Performance Report	Finalisation of Data Exchange period 2 data (1 January to 30 June), as set out in the Data Exchange Protocols, as per Item E.1	30 July 2021
Financial Acquittal Report	Financial Acquittal from 1 July 2020 to 30 June 2021 as per Item E.4	31 October 2021
Performance Report	Finalisation of Data Exchange period 1 data (1 July to 31 December), as set out in the Data Exchange Protocols, as per Item E.1	30 January 2022
Performance Report	Finalisation of Data Exchange period 2 data (1 January to 30 June), as set out in the Data Exchange Protocols, as per Item E.1	30 July 2022
Financial Acquittal Report	Financial Acquittal from 1 July 2021 to 30 June 2022 as per Item E.4	31 October 2022

E.1 Performance Reports

Data Exchange Reports

You must provide client and service delivery information to the Community Grants Hub via the Data Exchange in accordance with the Data Exchange Protocols, within 30 days of the completion of a reporting period, as outlined in Item E.

The Data Exchange Protocols can be found at <https://dex.dss.gov.au/data-exchange-protocols/>.

E.2 Activity Work Plan

None Specified

E.3 Financial Acquittal Reports

A Financial Declaration must be submitted for each financial year funded under this Grant Agreement. A Financial Declaration is a certification from the Grantee stating that funds were spent for the purpose provided as outlined in the Grant Agreement and in-which the Grantee is required to declare unspent funds. The Financial Declaration must be certified by your Board, the Chief Executive Officer or one of your officers, with authority to do so verifying that you have spent the funding on the Activity in accordance with the Grant Agreement.

E.4 Other Reports

Ad-hoc Reports

We may ask you for Ad-hoc Reports on your Grant. This may be to provide an update on progress, or any significant delays or difficulties in completing the grant activity.

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	s22
Position	
Business hours telephone	02 9808 5500
E-mail	s22

Commonwealth representative and email address

Business hours telephone	s22
E-mail	s22@communitygrants.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

Organisation ID:	1-XA-200
Agreement ID:	4-ENPFNV1
Program Schedule ID:	4-ENYU17B

Signatures

*Note: See explanatory notes on the signature block over page

Executed as an Agreement

Signed for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of Social Services, ABN 36 342 015 855 in the presence of:

<p>s22 _____ (Name of Departmental Representative)</p> <p>Acting Team Leader _____ (Position of Departmental Representative)</p> <p>s22 _____ (Name of Witness in full)</p>	<p>s22 _____ (Signature of Departmental Representative)</p> <p style="text-align: right;">.. 29/ .06 . /2020 ..</p> <p>s22 _____ (Signature of Witness)</p> <p style="text-align: right;">29/06/2020</p>
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Signed for and on behalf of Side By Side Advocacy Incorporated, ABN 83 395 894 577 in accordance with its rules, and who warrants they are authorised to sign this Agreement:

<p>s22 _____ - Treasurer (Name and position held by Signatory)</p> <p>s22 _____ (Name and position held by second Signatory/Name of Witness)</p>	<p>s22 _____ (Signature)</p> <p>s22 _____ 28.6.20 (Signature of second Signatory/Witness)</p> <p style="text-align: right;">28.6.20</p>
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