



Australian Government
Department of Social Services

WA State Office
 PO Box 9820
 Perth WA 6848
 Telephone: S 22
 Email S 22 @dss.gov.au
 Website: www.dss.gov.au
 TTY: 133 677

s 22

Ruah Community Services
 GPO Box 2828
 West Perth WA 6872

Dear s 22

Variation of Grant Agreement

The Commonwealth of Australia, represented by the Department of Social Services and Ruah Community Services (the **Parties**) have a current Streamlined Grant Agreement 4-Y78G4C (the **Agreement**).

Following discussion with you concerning:

Extending the Activity Completion Date for the Celebrating Culture, Connecting Communities Activity, we have agreed to vary the Agreement.

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

Two original copies of this Letter of Variation are enclosed for you to sign. Once you have signed both copies, you need to return both 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:

1. At Item C – Duration of the Grant Schedule and Activity/ies:

C.2 – Delete Activity Completion Date for Celebrating Culture, Connecting Communities and **Replace** with 30 October 2016

2. At Item E – Reporting:

Add the following information to the table:

Milestone	Activity If Applicable	Information to be included	Due Date
Financial Acquittal Report	Celebrating Culture, Connecting	Financial Acquittal from 1 July 2015 to	31 October 2016

	Communities	30 June 2016 as per Item E.4	
Service Stocktake	Celebrating Culture, Connecting Communities	A report with progress against activity work plane, compliance or other reporting for the period date 1 July 2016 to 31 October 2016	30 November 2016
Financial Acquittal Report	Celebrating Culture, Connecting Communities	Financial Acquittal from 1 July 2016 to 30 June 2017 as per Item E.4	31 October 2017

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 s 22 on s 22 or email s 22 @dss.gov.au

Yours sincerely
s 22

Families, Communities and Settlements Section
WA State Office

18 May 2016

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**, Tuggeranong Office Park, Soward Way (Cnr Athllon Drive), Greenway ACT 2900 ("us", "we" or "our")

Ruah Community Services **ABN 98 065 827 787** of 67/102 Railway Parade, West Perth WA 6005 ("you" or "your")

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

..... Day of Year

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:

(Signature of Departmental Representative)
...../...../.....

(Signature of Witness)/...../.....

(Name of Departmental Representative)

(Name of Witness in full)

(Position of Departmental Representative)

Company

Signed by Ruah Community Services, ABN 98 065 827 787 in accordance with its Constitution:

s 22

31/5/2016
...../...../.....

(Signature of other Director/Secretary)

...../...../.....

s 22

(Name of Director in full)

(Name of other Director/Secretary)



Australian Government
Department of Social Services



s 22

Ruah Community Services
 GPO Box 2828
 WEST PERTH WA 6872

Address: GPO Box 9820
 Perth WA 6848
Telephone: 1300 653 227 (local cost)
TTY: 133 677
Website: www.dss.gov.au

Dear s 22

Variation of Streamlined Grant Agreement

The Commonwealth of Australia, represented by the Department of Social Services and Ruah Community Services (the **Parties**) have a current Streamlined Grant Agreement 4-Y78G4C (the **Agreement**).

The Parties seek to vary the Agreement through the addition of a new Activity, as follows and do so with this Letter of Variation.

We are pleased to offer you additional grant funding (the Grant) for the new Activity described in the table below. The new Activity, when this Letter of Variation is executed, will form part of the Agreement.

Programme	Activity Name	Grant Amount (excl. GST)	SACS* (excl. GST)	GST (if applicable)	Total (incl. GST)
National Disability Insurance Scheme Transition	Personal Helpers and Mentors - 4-3SLPO94	\$5,495,803.86	\$1,116,337.97	\$661,214.18	\$7,273,356.01
TOTAL		\$5,495,803.86	\$1,116,337.97	\$661,214.18	\$7,273,356.01

*SACS means the Social, Community, Home Care and Disability Services Industry Award 2010 supplementation.

We have enclosed a separate Schedule for this Program. Note that each Schedule may contain one or more Activities. Additional Schedules may be added to the Grant Agreement by means of variation.

Please print two copies of the Letter of Variation, and sign both copies. Once you have signed both copies, you need to return both 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 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 s 22 on s 22 or email s 22 @dss.gov.au.

Yours sincerely,

s 22



s 22

s 22 Western Australia

12 September 2016

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**, Tuggeranong Office Park, Soward Way (Cnr Athllon Drive), Greenway ACT 2900 ("us", "we" or "our")

Ruah Community Services ABN 98 065 827 787 of 67 102 Railway Parade WEST PERTH WA 6005 ("you" or "your")

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

^{3rd}.....Day of OCTOBER.....Year 2016.....

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:

s 22

(Signature of Departmental Representative)

3.11.16

s 22

(Signature of Witness)

3.11.16

s 22

(Name of Departmental Representative)

s 22

(Name of Witness in full)

s 22

(Position of Departmental Representative)

Signed for and on behalf of **Ruah Community Services, ABN 98 065 827 787** in accordance with its rules, and who warrants that he/she is authorised to sign this Agreement:

s 22

(Name and position held by Signatory)

s 22

s 22

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

s 22

Signatory/Witness)

29.9.2016

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	Ruah Community Services
Legal entity type (e.g. individual, incorporated association, company, partnership etc.)	Australian Public Company
Trading or business name	Ruah Inreach
Australian Business Number (ABN)	98 065 827 787
Registered office (physical)	67 102 Railway Parade WEST PERTH WA 6005

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-UX-439
Agreement Id: 4-Y78G4C
Schedule Id: 4-3SLPO8D

Grant Schedule

A. Purpose of the Grant

The Grant is being provided as part of the National Disability Insurance Scheme Transition programme.

The purpose of the Grant is to:

Improve the wellbeing and social and economic participation of people with disability, and their families and carers, by building a National Disability Insurance Scheme (NDIS) that delivers individualised support through an insurance approach. This programme also includes existing supports that are transitioning into the NDIS in a phased approach as well as services to support the market sector and workforce to adjust to the NDIS environment.

B. Activity

B.1

Activity Name: Personal Helpers and Mentors - 4-3SLPO94

Activity Objective:

Provide practical one-to-one assistance to people severely impacted by mental illness, aged 16 years and over, to help them achieve their personal goals, develop better relationships with family and friends, and manage their everyday tasks, including assisting PHaMs participants to access the NDIS. Participants are assisted to access services and participate economically and socially in the community, increasing their opportunities for recovery.

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 major focus of Personal Helpers and Mentors (PHaMs) service delivery is on assisting program participants to access the NDIS. In undertaking this transition process, and within your financial capacity, you will continue to:

- support recovery for people severely impacted by mental illness
- reduce their social isolation, and
- improve their employment outcomes.

This is achieved by providing intensive one-to-one support to people severely impacted by mental illness to increase:

- access to appropriate support services at the right time
- personal capacity, confidence and self-reliance

DSS Streamlined Grant Agreement

- the ability to manage daily activities, and
- community participation (both social and economic).

You must:

- use the eligibility screening tool available on DSS Corporate Reporting Portal to determine participant eligibility
- develop Individual Recovery Plans using the individual recovery principles in the Operational Guidelines.

Unless your organisation is an NDIS Local Area Coordinator, you must apply to register as an NDIS Provider of Supports within 30 days of the NDIS becoming available in your service area, or within 30 days of signing this Agreement if the NDIS is available in your area on the date you sign this Agreement.

If your organisation is an NDIS Local Area Coordinator, and if the NDIS is not available in your area on the date you sign this Agreement, you must commence work with your Grant Agreement Manager at least six months prior to the NDIS becoming available in your service area, on a plan to transition your PHaMs participants to an alternative service provider.

If your organisation is an NDIS Local Area Coordinator, and if the NDIS is available in your area on the date you sign this Agreement, you must commence work with your Grant Agreement Manager within 14 days of signing the Agreement, on a plan to transition your PHaMs participants to an alternative service provider.

Your funding may be adjusted based on the rollout of the NDIS across service areas and your capacity to provide services as a registered NDIS Provider of Supports. You will be notified in writing if this occurs.

Important requirements

You must comply with:

- DSS Departmental Policies*;
- the National Disability Insurance Scheme Transition Programme Guidelines*;
- the National Disability Insurance Scheme Transition – Personal Helpers and Mentors Operational Guidelines*;
- the Data Exchange Protocols*;
- 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.

DSS Streamlined Grant Agreement

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.

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.

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.

DSS Streamlined Grant Agreement

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.

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Location Information:

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

	Location Type	Name	Address
1	Direct Funded	Ruah Community Services	67 102 Railway Parade WEST PERTH WA 6005

Service Area Information:

The Activity will service the following service areas

	Type	Service Area
1	Statistical Area Level 2 (2011)	Marangaroo
2	Statistical Area Level 3 (2011)	Armadale
3	Statistical Area Level 3 (2011)	Gosnells
4	Statistical Area Level 3 (2011)	Perth City
5	Statistical Area Level 3 (2011)	Serpentine - Jarrahdale
6	Statistical Area Level 2 (2011)	Bayswater - Embleton - Bedford
7	Statistical Area Level 2 (2011)	Morley
8	Statistical Area Level 2 (2011)	Bentley - Wilson - St James
9	Statistical Area Level 2 (2011)	Cannington - Queens Park
10	Statistical Area Level 2 (2011)	Parkwood - Ferndale - Lynwood
11	Statistical Area Level 2 (2011)	Canning Vale - West
12	Statistical Area Level 2 (2011)	Canning Vale Commercial
13	Statistical Area Level 2 (2011)	Willetton
14	Statistical Area Level 2 (2011)	East Fremantle
15	Statistical Area Level 2 (2011)	Fremantle
16	Statistical Area Level 2 (2011)	Fremantle - South
17	Statistical Area Level 2 (2011)	Bicton - Palmyra
18	Statistical Area Level 2 (2011)	Melville
19	Statistical Area Level 2 (2011)	Willagee
20	Statistical Area Level 2 (2011)	Yokine - Coolbinia - Menora
21	Statistical Area Level 2 (2011)	Herdsman
22	Statistical Area Level 2 (2011)	Osborne Park Industrial
23	Statistical Area Level 2 (2011)	Stirling - Osborne Park
24	Statistical Area Level 2 (2011)	Tuart Hill - Joondanna
25	Statistical Area Level 2 (2011)	Wembley Downs – Churchlands - Woodland
26	Statistical Area Level 2 (2011)	Balcatta - Hamersley

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27	Statistical Area Level 2 (2011)	Dianella
28	Statistical Area Level 2 (2011)	Balga - Mirrabooka
29	Statistical Area Level 2 (2011)	Nollamara - Westminster
30	Statistical Area Level 2 (2011)	Alexander Heights - Koondoola
31	Statistical Area Level 2 (2011)	Girrawheen

C. Duration of the Grant Schedule and Activity/ies

The Grant Schedule starts on 1 October 2016 and ends on 30 November 2019, the Grant Schedule Completion Date.

C.1 The Personal Helpers and Mentors - 4-3SLPO94 Activity starts on 1 October 2016 and ends on 30 June 2019, the Activity Completion Date.

D. Payment of the Grant

Funding provided for Personal Helpers and Mentors - 4-3SLPO94 is detailed below.

Milestone	Anticipated date	Amount (excl. GST)	SACS (excl. GST)	GST	Total (incl. GST)
Half-yearly payment of 2016-17 funds	On execution of Grant Agreement	\$1,110,279.96	\$0.00	\$111,028.00	\$1,221,307.96
Half-yearly payment of 2016-17 SACS Supplementation	On execution of Grant Agreement	\$0.00	\$192,491.45	\$19,249.15	\$211,740.60
Half-yearly payment of 2016-17 funds	1 December 2016	\$1,110,279.96	\$0.00	\$111,028.00	\$1,221,307.96
Half-yearly payment of 2016-17 SACS Supplementation	1 December 2016	\$0.00	\$192,491.46	\$19,249.15	\$211,740.61
Half-yearly payment of 2017-18 funds	11 July 2017	\$1,113,717.64	\$0.00	\$111,371.76	\$1,225,089.40
Half-yearly payment of 2017-18 SACS Supplementation	11 July 2017	\$0.00	\$235,213.82	\$23,521.38	\$258,735.20
Half-yearly payment of 2017-18 funds	1 December 2017	\$1,113,717.65	\$0.00	\$111,371.77	\$1,225,089.42
Half-yearly payment of 2017-18 SACS Supplementation	1 December 2017	\$0.00	\$235,213.83	\$23,521.38	\$258,735.21
Half-yearly	11 July 2018	\$523,904.32	\$0.00	\$52,390.43	\$576,294.75

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Milestone	Anticipated date	Amount (excl. GST)	SACS (excl. GST)	GST	Total (incl. GST)
payment of 2018-19 funds					
Half-yearly payment of 2018-19 SACS Supplementation	11 July 2018	\$0.00	\$130,463.70	\$13,046.37	\$143,510.07
Half-yearly payment of 2018-19 funds	1 December 2018	\$523,904.33	\$0.00	\$52,390.43	\$576,294.76
Half-yearly payment of 2018-19 SACS Supplementation	1 December 2018	\$0.00	\$130,463.71	\$13,046.37	\$143,510.08
Total Amount		\$5,495,803.86	\$1,116,337.97	\$661,214.18	\$7,273,356.01

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:	s 22
Financial Institution:	Perth Level 1, Cnr Murray St & Forrest Pl CBA
Account Number:	s 22
Account Name:	Ruah Community Services

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.

DSS Streamlined Grant Agreement

- 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	Personal Helpers and Mentors	Finalisation of period 1 Mandatory priority data within the Data Exchange, as per the Data Exchange Protocols 1 October 2016 to 31 December 2016 as per Item E.1	30 January 2017
Performance Report	Personal Helpers and Mentors	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	Personal Helpers and Mentors	A report with compliance or other reporting as set out in Item E.5	15 August 2017
Financial Report	Personal Helpers and Mentors	Financial Acquittal from 1 October 2016 to 30 June 2017 as per Item E.4	31 October 2017
Performance Report	Personal Helpers and Mentors	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
Performance Report	Personal Helpers and Mentors	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	Personal Helpers and Mentors	A report with compliance or other reporting as set out in Item E.5	15 August 2018
Financial Report	Personal Helpers and Mentors	Financial Acquittal from 1 July 2017 to 30 June 2018 as per Item E.4	31 October 2018
Performance Report	Personal Helpers and Mentors	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

DSS Streamlined Grant Agreement

Performance Report	Personal Helpers and Mentors	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	Personal Helpers and Mentors	A report with compliance or other reporting as set out in Item E.5	15 August 2019
Financial Report	Personal Helpers and Mentors	Financial Acquittal from 1 July 2018 to 30 June 2019 as per Item E.4	31 October 2019

DSS Streamlined Grant Agreement

E.1 Performance Reports

Personal Helpers and Mentors - 4-3SLPO94

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

Personal Helpers and Mentors - 4-3SLPO94

None Specified

E.3 Annual Report

Personal Helpers and Mentors - 4-3SLPO94

Not Specified

E.4 Accounting for the Grant

Personal Helpers and Mentors - 4-3SLPO94

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

Personal Helpers and Mentors - 4-3SLPO94

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	s 22 [REDACTED]
Phone	s 22 [REDACTED]
E-mail	s 22 [REDACTED]@dss.gov.au
Postal Address	GPO Box 9820 Perth WA 6848
Your contact details and address for notices	
Name or Position	s 22 [REDACTED]
Phone	s 22 [REDACTED]
E-mail	s 22 [REDACTED]@ruah.com.au
Postal Address	GPO Box 2828 WEST PERTH WA 6872

G. Supplementary Terms

G.1 Other Contributions

Personal Helpers and Mentors - 4-3SLPO94

None Specified

G.2 Activity budget

Personal Helpers and Mentors - 4-3SLPO94

None Specified

G.3 Record keeping

Personal Helpers and Mentors - 4-3SLPO94

Applies – See Attached

G.4 Audit

Personal Helpers and Mentors - 4-3SLPO94

None Specified

G.5 Activity Material

Personal Helpers and Mentors - 4-3SLPO94

Applies – See Attached

G.6 Access

Personal Helpers and Mentors - 4-3SLPO94

Applies – See Attached

G.7 Equipment and assets

Personal Helpers and Mentors - 4-3SLPO94

None Specified

G.8 Relevant qualifications or skills

Personal Helpers and Mentors - 4-3SLPO94

None Specified

G.9 Activity specific legislation, policies and industry standards

Personal Helpers and Mentors - 4-3SLPO94

None Specified

G.10 Commonwealth Material, facilities and assistance

Personal Helpers and Mentors - 4-3SLPO94

None Specified

G.11 Jurisdiction

Personal Helpers and Mentors - 4-3SLPO94

Applies – See Attached

G.12 Grantee trustee of a Trust

Personal Helpers and Mentors - 4-3SLPO94

None Specified

DSS Streamlined Grant Agreement – Supplementary Terms

G1. Other Contributions

G1.1 'Other Contributions' means the financial or in-kind contributions other than the Grant for an Activity.

G1.2 You will notify us of any Other Contributions including:

- the name of the entity providing the Other Contribution;
- the nature of the contribution (e.g. cash, access to equipment, secondment of personnel);
- the amount; and
- the timing (e.g. by date or reference to a Milestone).

G1.3 You agree to provide, or to ensure the provision of, the Other Contributions and to use them to undertake the Activity. If the Other Contributions are not provided in accordance with this clause, then we may:

- (a) suspend payment of the Grant until the Other Contributions are provided; or
- (b) terminate this Agreement in accordance with clause 18 of the General Grant Conditions.

G2. Activity budget

G2.1 You agree to use the Grant [and any Other Contributions] and undertake the Activity consistent with a mutually agreed budget:

The following list provides an example of how you might specify the expenditure of the Grant within the Activity Budget.

- Description of each expenditure item, including reference, where relevant
- Amount of Grant contributed to this expenditure item
- Other Contributions (as per Supplementary Condition G1.1)
- Total Cost

G3. Record keeping

G3.1 You agree to maintain the following records:

- (a) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the your accounts and records so that at all times the Grant is identifiable; and
- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported; and
- (c) any other requirements indicated in the Grant Schedule.

G3.2 You agree to maintain the records for five years after the Completion Date and provide copies of the records to our representative upon request.

G3.3 Term G3 survives the termination, cancellation or expiry of the Agreement.

DSS Streamlined Grant Agreement – Supplementary Terms

G4. Audit

- G4.1 You agree to provide us with independently audited financial acquittal reports verifying that the Grant was spent in accordance with this Agreement.
- G4.2 Independently audited financial acquittal reports must be audited by:
- (a) a Registered Company Auditor under the *Corporations Act 2001* (Cth); or
 - (b) a member of CPA Australia; or
 - (c) a member of the National Institute of Public Accountants in Australia; or
 - (d) a member of the Institute of Chartered Accountants in Australia;
- who is not a principal member, shareholder, officer or employee of you or a related body corporate.

G5. Activity Material

- G5.1 You agree, on request from us, to provide us with a copy of any Activity Material in the format reasonably requested by us.
- G5.2 You provide us a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, reproduce, publish, and adapt the Activity Material.
- G5.3 You warrant that the provision and use of Activity Material in accordance with the Agreement will not infringe any third party's Intellectual Property Rights.
- G5.4 Term G5 survives the termination, cancellation or expiry of the Agreement.

G6. Access

- G6.1 You agree to give us, or any persons authorised in writing by us, access to premises where the Activity is being performed and to permit those persons to inspect and take copies of any Material relevant to the Activity.
- G6.2 The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause G6.1.
- G6.3 Term G6 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

G7. Equipment and assets

- G7.1 You agree to obtain our prior written approval to use the Grant to purchase any equipment or asset for more than \$5,000 (including GST), apart from those listed in the Budget and/or approved equipment and assets indicated in the Grant Schedule.
- G7.2 You agree to maintain a register of all equipment and assets purchased for \$5,000 (including GST) or more with the Grant in the form specified below and to provide the register to us upon request.

The following table provides an example of how you might design an equipment and assets register.

DSS Streamlined Grant Agreement – Supplementary Terms

Item Number	Description	Grant Contributions	Your Other Contributions	Other Contributions – Third Parties	Total Cost
[insert reference]	[insert description of the equipment or asset]	[insert amount of Grant contributed to this item]	[insert amount of Grantees own funds contributed to this item]	[insert amount of other sources of funding contributed to this item]	[insert total amount cost of the item]

G7.3 You agree to use the equipment and assets for the purposes of the Activity.

G7.4 You agree that the proceeds of any equipment and assets purchased with the Grant disposed of during the Activity must be treated as part of the Grant and used for the purposes of the Activity.

G8. Relevant qualifications or skills

G8.1 You agree to ensure that personnel performing work in relation to the Activity are appropriately qualified to perform the tasks indicated and have the relevant skills or qualifications indicated in the Grant Schedule.

G8.2 The Specified Personnel for the Activity are indicated in the Grant Schedule.

G9. Activity specific legislation, policies and industry standards

SACS Supplementation

G9.1 This clause applies to an Activity to the extent that your employees performing that Activity are subject to the SACS Decisions.

G9.2 You warrant that at least some of your employees engaged in carrying out the Activity are covered by the SACS Decisions.

G9.3 You must

- (a) only use the SACS Supplementation specified in Item D of the Schedule for the Activity to meet the increase in wages for your employees carrying out the Activity that resulted from the SACS Decision;
- (b) ensure that all employees that are subject to the SACS Decisions are paid their full SACS Award entitlements for the term of this Agreement;
- (c) repay any unspent and uncommitted SACS Supplementation as specified under clause 10 of this Agreement.

G9.4 For each Activity, you must provide us with a written document certifies that you spent the SACS Supplementation provided for the Activity in accordance with this Item G9.

SACS Award means the Social, Community, Home Care and Disability Services Industry Award 2010.

SACS Decisions means the decisions made by:

- i. the Full Bench of Fair Work Australia on 1 February 2012 as brought into effect by the terms of the equal remuneration order issued by the Full Bench of Fair Work Australia on 22 June 2012, in respect of workers covered by Schedule B (Social

DSS Streamlined Grant Agreement – Supplementary Terms

and Community Services Employees) or Schedule C (Crisis Accommodation Employees) of the SACS Award; or

II. the Western Australia Industrial Relation Commission on 29 August 2013.

SACS Supplementation means the part (if any) of the Grant amount for an Activity that is specified in Item D as being the 'SACS Supplementation' for the Activity, which is provided to you to meet the increase in wages for the Grantee's employees carrying out the Activity that resulted from the SACS Decision.

G9.5 You agree to comply with the requirements of legislation, policies and industry standards indicated in the Grant Schedule when undertaking the Activity.

G10. Commonwealth Material, facilities and assistance

G10.1 In this Agreement, Commonwealth Material means any Material provided by us to you for the purposes of this Agreement or derived at any time from this Material, including the Material specified in G10.2, but does not include Reporting Material or Activity Material.

G10.2 We agree to provide Material to you as specified in the Grant Schedule

G10.3 Nothing in this Agreement affects the ownership of Commonwealth Material.

G10.4 We grant you a licence to use the Commonwealth Material for the sole purpose of performing the Activity in accordance with this Agreement. You must, if requested, return all copies of the Commonwealth Material at the expiration or earlier termination of this Agreement.

G10.5 We agree to provide the facilities and assistance to you for the purpose of the Activity as indicated in the Grant Schedule.

G10.6 You agree to comply with any directions or requirements notified by us when accessing the facilities and assistance.

G11. Jurisdiction

G11.1 This Agreement is governed by the law of the Australian Capital Territory.

G12 Grantee trustee of a Trust

G12.1 In this clause, 'Trust' means the trust specified in the Parties to the Agreement section of this Agreement.

G12.2 You warrant that you:

- (a) are the sole trustee of the Trust; and
- (b) have full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust; and
- (c) have entered into this Agreement for the proper administration of the Trust; and
- (d) have all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Agreement and perform the obligations under it; and
- (e) have the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Agreement.



Australian Government
Department of Social Services



s 22

Ruah Community Services
102 Railway Parade
WEST PERTH WA 6005

PO Box 9820
Perth WA 6001
Telephone: 1300 653 227
www.dss.gov.au
TTY: 133 677

Dear s 22

Variation of Grant Agreement

The Commonwealth of Australia, represented by the Department of Social Services and Ruah Community Services (the **Parties**) have a current Grant Agreement 1-8RYMFA (the **Agreement**). The Agreement contains Activities under the National Disability Insurance Scheme Programme.

The following Activities within this Agreement are due to expire on 30 June 2016:

Activity Name	Activity Id
PHAMS - WA Balga/Central North Metropolitan District	1-M2P3MB
PHAMS - WA Fremantle Metropolitan District	1-M2P3OA
PHAMS - WA Perth/Inner City Metropolitan District	1-M2X2RW
PHAMS - Mt Lawley/Inner City Metropolitan District	1-M2X2TL
PHAMS - Osborne Park/Central North Metropolitan District	1-M2X2V9
PHaMs Expanded Service - Fremantle	1-W08TP6
PHAMS - Armadale	1-D9CERO

Therefore we wish to offer you an extension of the Personal Helpers and Mentors (PHaMs) Activities to 30 September 2016.

To take effect, the Parties must vary the Agreement as follows, and seek to do so with this **Letter of Variation**.

Two original copies of this Letter of Variation are enclosed for you to sign. Once you have signed both copies, you need to return both 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:

The variations apply to the following Activity Ids:

Activity Name	Activity Id
PHAMS - WA Balga/Central North Metropolitan District	1-M2P3MB
PHAMS - WA Fremantle Metropolitan District	1-M2P3OA
PHAMS - WA Perth/Inner City Metropolitan District	1-M2X2RW
PHAMS - Mt Lawley/Inner City Metropolitan District	1-M2X2TL
PHAMS - Osborne Park/Central North Metropolitan District	1-M2X2V9
PHaMs Expanded Service - Fremantle	1-W08TP6
PHAMS - Armadale	1-D9CERO

It is agreed that your organisation can carry over and use any unspent 2015-16 funds of the Grant in 2016-17 for this activity.

All references to in-kind arrangements within the schedule are to be deleted. In-kind funding arrangements for PHaMs will cease from 1 July 2016, consistent with Government policy.

Replace Schedule completion date with: 28/02/2017

Replace Activity end date with: 30/09/2016

In the Schedule tables at Item C Funding/Grant and Payments **add** to each activity as identified:

Activity Id	Financial Year	Grant Amount (excl. GST)	SACS (excl. GST)	GST (if applicable)	Total (incl. GST)
1-M2P3MB	2016 -17	\$115,078.77	\$19,951.44	\$13,503.02	\$148,533.23
1-M2P3OA	2016 -17	\$115,078.77	\$19,951.44	\$13,503.02	\$148,533.23
1-M2X2RW	2016 -17	\$115,078.77	\$19,951.44	\$13,503.02	\$148,533.23
1-M2X2TL	2016 -17	\$115,078.77	\$19,951.44	\$13,503.02	\$148,533.23
1-M2X2V9	2016 -17	\$115,078.77	\$19,951.44	\$13,503.02	\$148,533.23
1-W08TP6	2016 -17	\$46,031.51	\$7,980.57	\$5,401.21	\$59,413.29
1-D9CERO	2016 -17	\$149,602.40	\$25,936.87	\$17,553.93	\$193,093.20

In Item F for all activity Ids **add** the following Table

Milestones and Reports	Activity (if Applicable)	Information to be included	Due Date	Payment Amount (GST excl.)	GST
Payment	PHAMS 1-M2P3MB	Full payment 2016-17 funds for all PHaMs activities	On execution	\$115,078.77	\$11,507.88
Payment DSS SACs	PHAMS 1-M2P3MB	Full payment of 2016-17 SACS Supplementation	On execution	\$19,951.44	\$1,995.14
Payment	PHAMS 1-M2P3OA	Full payment 2016-17 funds for all PHaMs activities	On execution	\$115,078.77	\$11,507.88
Payment DSS SACs	PHAMS 1-M2P3OA	Full payment of 2016-17 SACS Supplementation	On execution	\$19,951.44	\$1,995.14
Payment	PHAMS 1-M2X2RW	Full payment 2016-17 funds for all PHaMs activities	On execution	\$115,078.77	\$11,507.88
Payment DSS SACs	PHAMS 1-M2X2RW	Full payment of 2016-17 SACS Supplementation	On execution	\$19,951.44	\$1,995.14
Payment	PHAMS 1-M2X2TL	Full payment 2016-17 funds for all PHaMs activities	On execution	\$115,078.77	\$11,507.88
Payment DSS SACs	PHAMS 1-M2X2TL	Full payment of 2016-17 SACS Supplementation	On execution	\$19,951.44	\$1,995.14
Payment	PHAMS 1-M2X2V9	Full payment 2016-17 funds for all PHaMs activities	On execution	\$115,078.77	\$11,507.88
Payment DSS SACs	PHAMS 1-M2X2V9	Full payment of 2016-17 SACS Supplementation	On execution	\$19,951.44	\$1,995.14
Payment	PHAMS 1-W08TP6	Full payment 2016-17 funds for all PHaMs activities	On execution	\$46,031.51	\$4,603.15
Payment DSS SACs	PHAMS 1-W08TP6	Full payment of 2016-17 SACS Supplementation	On execution	\$7,980.57	\$798.06
Payment	PHAMS 1-D9CERO	Full payment 2016-17 funds for all PHaMs activities	On execution	\$149,602.40	\$14,960.24
Payment DSS SACs	PHAMS 1-D9CERO	Full payment of 2016-17 SACS Supplementation	On execution	\$25,936.87	\$2,593.69

Report	PHAMS 1-M2P3MB	Quarterly Report on Participants accessing the NDIS (1 July to 30 September 2016) as set out in Item E.5	30 October 2016	N/A	N/A
Report	PHAMS 1-M2P3OA	Quarterly Report on Participants accessing the NDIS (1 July to 30 September 2016) as set out in Item E.5	30 October 2016	N/A	N/A
Report	PHAMS 1-M2X2RW	Quarterly Report on Participants accessing the NDIS (1 July to 30 September 2016) as set out in Item E.5	30 October 2016	N/A	N/A
Report	PHAMS 1-M2X2TL	Quarterly Report on Participants accessing the NDIS (1 July to 30 September 2016) as set out in Item E.5	30 October 2016	N/A	N/A
Report	PHAMS 1-M2X2V9	Quarterly Report on Participants accessing the NDIS (1 July to 30 September 2016) as set out in Item E.5	30 October 2016	N/A	N/A
Report	PHAMS 1-W08TP6	Quarterly Report on Participants accessing the NDIS (1 July to 30 September 2016) as set out in Item E.5	30 October 2016	N/A	N/A
Report	PHAMS 1-D9CERO	Quarterly Report on Participants accessing the NDIS (1 July to 30 September 2016) as set out in Item E.5	30 October 2016	N/A	N/A
Financial Report	PHAMS 1-M2P3MB	A financial declaration or financial report for the period 1 July 2016 to 30 September 2016) as set out in Item E.4	30 January 2017	N/A	N/A
Financial Report	PHAMS 1-M2P3OA	A financial declaration or financial report for the period 1 July 2016 to 30 September 2016) as set out in Item E.4	30 January 2017	N/A	N/A
Financial Report	PHAMS 1-M2X2RW	A financial declaration or financial report for the period 1 July 2016 to 30 September 2016) as set out in Item E.4	30 January 2017	N/A	N/A
Financial Report	PHAMS 1-M2X2TL	A financial declaration or financial report for the period 1 July 2016 to 30 September 2016) as set out in Item E.4	30 January 2017	N/A	N/A
Financial Report	PHAMS 1-M2X2V9	A financial declaration or financial report for the period 1 July 2016 to 30 September 2016) as set out in Item E.4	30 January 2017	N/A	N/A
Financial Report	PHAMS 1-W08TP6	A financial declaration or financial report for the period 1 July 2016 to 30 September 2016) as set out in Item E.4	30 January 2017	N/A	N/A
Financial Report	PHAMS 1-D9CERO	A financial declaration or financial report for the period 1 July 2016 to 30 September 2016) as set out in Item E.4	30 January 2017	N/A	N/A

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 s 22 on s 22 or email s 22 @dss.gov.au.

Yours sincerely,

s 22

s 22

4 July 2016

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**, Tuggeranong Office Park, Soward Way (Cnr Athllon Drive), Greenway ACT 2900 ("**us**", "**we**" or "**our**")

and

Ruah Community Services ABN 98 065 827 787 of 67102 Railway Parade WEST PERTH WA 6005 ("**you**" or "**your**")

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

...12... Day of ...July... Year 2016..

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:

s 22
[Redacted Signature]

(Signature of Departmental Representative)

12/07/16

s 22
[Redacted Name]

(Name of Departmental Representative)

s 22
[Redacted Position]

(Position of Departmental Representative)

s 22
[Redacted Signature]

(Signature of Witness)

12/07/16

s 22
[Redacted Name]

(Name of witness in full)

Signed for and on behalf **Ruah Community Services, ABN 98 065 827 787** in accordance with its rules, and who warrants that he/she is authorised to sign this Agreement:

s 22
[Redacted Name and Position]

(Name and position held by Signatory)

s 22
[Redacted Name and Position]

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

s 22
[Redacted Signature]

s 22
[Redacted Signature]

(Signature of second Signatory/Witness)

8.17/2016

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.