



Agreement for Funding of Services

Schedule

Program: Community and Family Support Program

Contract ID: CON-044028

Contract name: CAFS-Western Sydney-005698

Operating name: Fusion Western Sydney Resilient Youth Program

Department of Communities and Justice

ABN 36 433 875 185

Fusion Australia Ltd

ABN 26 001 273 105

The Date of the Agreement for Funding of Services – Schedule is **1 January 2026**

This Schedule and its paragraphs are to be read in conjunction with the Agreement for Funding of Services - Standard Terms (the “**Agreement**”).

Capitalised terms, where used in this Schedule, have the same meaning as given in the Agreement unless the context requires otherwise.

A reference to Program Guidelines in the Schedule or the Agreement is also a reference to the Program Specifications.

Details	Description	
Us (Agency)	Name:	Department of Communities and Justice
	ABN:	36 433 875 185
	Address:	Level 7, 6 Parramatta Square, 10 Darcy Street, Parramatta NSW 2150
	Position, name and contact details of Agency representative:	Commissioning and Planning Officer, Graham Davies M: [REDACTED] E: graham.davies@dcj.nsw.gov.au
You (Provider)	Name:	Fusion Australia Ltd
	ABN/ACN/ICN:	26 001 273 105
	Address:	113B Station Street St Marys 2760 Australia
	Position, name and contact details of Provider representative:	Executive Manager Programs [REDACTED]
Initial Term (Clauses 1.1 and 3.1)	5.5 years Start Date: 1/01/2026 End Date: 30/06/2031	
Extension period (Clause 3.2)	Not applicable	
Services (Clauses 1.1 and 5)	See Attachment 1: Services Table 1 and Table 2. These tables outline the funding for each initiative per financial year, and the service details.	

Target Group (Clauses 1.1 and 5.1(a)(i))	The target population for the CAFS program is children, young people, families and communities within NSW who are in need. This population may experience challenges and/or barriers to identifying and accessing the services they need to live independent and self-determining lives.
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Objectives (Clauses 1.1 and 5.1(a)(v))	The objectives of the CAFS program align with the CAFS vision for all children, young people, families and communities in NSW to receive the support they need, when they need it. The program objectives are that: • Aboriginal children, young people, families and communities have access to Aboriginal designed or co-designed, and Aboriginal delivered, supports and services. • CAFS services are culturally safe and responsive, trauma-informed and healing focused • CAFS services harness the unique strengths and resources of individuals, families and communities. Services walk alongside families and recognise individuals and families as agents of change. • Families can access CAFS services to meet the needs of children and young people early and prevent escalation. • Risk factors that lead to child abuse, neglect and family violence are identified and addressed early. • Families can access CAFS services to meet the needs of children and young people early to prevent escalation and improve outcomes. • CAFS services address emerging needs and provide support for children and their families during critical periods of development.
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Funds and payment
(Clauses 1.1 and 9.1)

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

Table 3.1
Whole of contract value by initiative

Initiative	Whole of contract funding*	Period
CAFS – Community Strengthening	\$ 3,184,792.22	1 Jan 2026 – 30 June 2031
CAFS – Wellbeing and Safety	\$ 3,184,792.21	1 Jan 2026 – 30 June 2031
Total of all initiatives	\$ 6,369,584.43	1 Jan 2026 – 30 June 2031

* (exclusive of GST)

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

Table 3.2
The amount of Funds to be paid for each Financial Year of the Term is as per the table below and as outlined in Attachment 1 for the individual initiative annual funding amounts.

Financial year	Total funding for all initiatives (exclusive of GST)
2025-2026	\$579,053.13
2026-2027	\$1,158,106.26
2027-2028	\$1,158,106.26
2028-2029	\$1,158,106.26
2029-2030	\$1,158,106.26
2030-2031	\$1,158,106.26
Total for contract term	\$6,369,584.43

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

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

Table 3.3.

Instalment	Payment trigger	Date for payment	Supporting documentation for payment claim
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	A portion of the funds will be paid to You N/A Quarterly N/A
Your bank account details: (Clause 9.1(b))	
You must use the Funds during the following period: (Clause 9.3(a)(iii))	The Financial Year in which the Funds are paid to You, unless notified by Us in writing.

Budget

(Clauses 1.1 and 9.2)

The budget template is included at Attachment 3 and includes two worksheet tabs for completion.

You will submit to DCJ a forecast budget for the first year of the contract. The budget is to include detailed income and expenditure.

For salaries, budget to list total salaries and wages (TAB 1) and indicate on TAB 2:

- the salary band for any executive salaries over \$190,000 which are funded in part or in full by the program, and
- the proportion of the executive salary funded by the contract.

You will provide a verbal budget update at contract management meetings including any significant variances and projected over or underspend

Assets

(Clauses 1.1 and 11)

Asset threshold value:
(Clause 1.1)

\$2,000 (exclusive of GST)

Other items that are
Assets:
(Clause 1.1)

Not applicable

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

Nothing stated

Owner of assets:
(Clause 11.2)

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

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

TABLE 4

Number	Milestones	Due date
1	Review all service types and programs being provided to support 18–25 years age group.	31 January 2027
2	Review Community engagement activities.	31 January 2027
3	Youth Individualised Support – This is a new service that FUSION is providing. The number of clients in the first 12 months of the contract is ■ being supported. This will be reviewed to see if any change is needed at the end of the first 12 months and to review the types of support being provided.	31 January 2027

Notified Policies
(Clauses 1.1 and
5.2(b))

The policies, guidelines and codes stated on the website and in the Program Specifications (if any).

Standards
(Clauses 1.1 and
5.2(c))

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

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

The performance and outcome measures described in the Program Specifications (if any).

Subcontracting

None stated

(Clauses 1.1 and
6.3)

Additional circumstances requiring notification as soon as reasonably practicable
(Clause 8.1)

You will notify Us as soon as reasonably practicable of any change of “officer” as defined in the *Corporations Act 2001*(Cth), in Your organisation. This includes but is not limited to:

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

Additional circumstances requiring immediate notification
(Clause 8.2(e))

You will also notify Us immediately of the following changes to Your organisation, including:

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

Additional contributions
(Clause 9.8)

Refer to clause 7 of the Supplementary Conditions.

Ownership or licensing of Intellectual Property Rights
(Clauses 16.1, 16.2 and 19.4(e)(i))

Refer to clause 16 of the Agreement.

TABLE 5

Reporting requirements (Clause 19.4(a)(i))	TABLE 5		
	Reporting System	Reporting period	Data Entry Frequency
	Data Exchange (DEX)	1 July – 30 September 1 October – 31 December 1 January – 31 March 1 April – 30 June each year	Ongoing – all data to be entered or uploaded into system 30 days after each reporting period.
	Program Logic	Annual review	The first CAFS Program Logic/s must be submitted by 1 June 2026. In each subsequent year, the Program Logic/s should be revised and resubmitted by 1 June. The following Program Logic/s apply to this contract: - CAFS – Community Strengthening - Wellbeing & Safety, Young People

The CAFS data approach is part of continuous quality improvement and changes may be made to data collection reporting during the term of the contract. You must have systems in place to meet data collection and reporting obligations.

The Data Exchange

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

The performance information reported through the Data Exchange includes:

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

Please note that CAFS reporting must be entered/uploaded to DEX quarterly, despite the Data Exchange having two standardised six monthly performance reporting periods each year, which run from **1 July to 31 December** and **1 January to 30 June, with a 30 day close off period** after each of these. Once the close-off period is completed no further changes can be made to the data.

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

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

Community Sector Coordination Reporting Tool

Please refer to the Data Collection and Reporting Guide for further details. This tool is mandatory for those services who are contracted to deliver the Community Sector Coordination service type.

Program Logic

In addition to quarterly data reporting, services will be required to have a current Program Logic or Program Logics, and review their CAFS Program Logic/s annually, in conjunction with their local Commissioning and Planning Team.

Insurance
(Clause 20.1) Refer to clause 20.1 of the Agreement.

Acknowledgment and publicity
(Clause 21.1) None stated

Dispute resolution (nominated representatives) (Clause 22.1(d))	Our nominated representative:	Manager Commissioning and Planning Strategy, Policy and Commissioning
	Your nominated representative:	Executive Manager Programs [REDACTED]

Dispute resolution (senior representatives) (Clause 22.1(e))	Our senior representative:	Director, Commissioning and Planning Strategy, Policy and Commissioning
	Your senior representative:	CEO [REDACTED]

- Supplementary Conditions**
(Clauses 1.1, 2.1(c) and 5.1(a)(vi))
1.

Effect of Supplementary Conditions

For the purposes of clause 2.1(c) of the Agreement, where there is any inconsistency between the following Supplementary Conditions (including those described as “additional Supplementary Conditions”) and the Standard Terms, the following Supplementary Conditions will prevail over the Standard Terms to the extent of the inconsistency.
2.

Additional definitions

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

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

Program Specifications means the document as amended or replaced by Us from time to time, an initial version of which (if any) is attached to the Agreement as Attachment 2.
3.

Option to extend

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

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

4. Program Specifications

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

5. Accounts and records

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

6. Funds held on trust

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

7. Additional funds

- (a) You agree to provide details of any additional monetary contributions by another agency or authority relating to the provision of the specific services funded within this contract. This includes the following:
 - (i) the funding amount
 - (ii) the agency providing the funding
 - (iii) the outputs and outcomes attributed to the funding
 - (b) We reserve the right to discuss with You the potential impact any such funds may have on services funded by Us.
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8. Asset Register

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

9. Termination without fault

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

10. Privacy Legislation

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

11. Records

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

12. Reporting

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

Organisational level

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

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

Services

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

13. Data sharing

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

14. Research, evaluation and data collection

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

15. Reasonable access

You agree to:

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

16. Audits

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

17. Cooperation and assistance

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

18. Notice sent to the DCJ contract management portal

- (a) Unless stated otherwise in this Agreement and subject to clause 23, a notice, request or other communication given under this Agreement may be sent by either party via the Department's contract management portal that has provisions for these notices, requests or other communication to be sent and received;
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- (b) A notice, request or other communication sent by means of the contract management portal must be signed by a duly authorised representative of the sending party;
 - (c) Without limiting the means by which the sending party may be able to prove that a notice, request or other communication has been received by the other party, it will be deemed to have been received:
 - (i) when the sender receives an automated message confirming delivery (and retains proof of receipt) or
 - (ii) 30 minutes after the time sent (as recorded on the portal from which the sender sent the message) unless the sender received an automated message that the message has not been delivered (and retains proof of such receipt)

whichever happens first.
 - (d) All electronic notices must comply with the Electronic Transactions Act 2000 (NSW).

19. Public Interest Disclosures

- (a) For the purposes only of this clause 19 (Public Interest Disclosures), unless the context otherwise requires:
 - (i) "PID Act" means the Public Interest Disclosures Act 2022; and
 - (ii) words and expressions, including the terms 'corrective action', 'public official', 'voluntary public interest disclosure', 'serious wrongdoing', 'relates to an agency' and 'public official associated with' which have a defined meaning in the PID Act have the same meaning as in the PID Act.
- (b) You must ensure that all individuals involved in providing services under this Agreement are made aware of the following:
 - (i) that those individuals are public officials for the purposes of the PID Act;
 - (ii) how to make a voluntary public interest disclosure ("PID");
 - (iii) Our public interest disclosure policy ("DCJ PID Policy"), available on the DCJ website at <https://dcj.nsw.gov.au/documents/resource-centre/policies/dcj-public-interest-disclosures-policy.pdf> or as advised or updated from time to time by Us;
 - (iv) associated information and resources regarding making of public interest disclosures under the DCJ PID Policy and any related materials, which may be made available or updated from time to time by Us; and
 - (v) the fact that a person who is dissatisfied with the way in which a voluntary 'public interest disclosure' (PID) has been dealt with may be entitled to take further action under the PID Act or another Act or law.
- (c) You must notify Us of a voluntary public interest disclosure of which You become aware where either:

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- (i) the disclosure relates to Us; or
 - (ii) the maker of the disclosure is known to be a public official associated with Us.
 - (d) You must notify Us of serious wrongdoing committed, or alleged to be committed, by an individual providing services under this Agreement.
 - (e) You must use best endeavours to assist in an investigation of serious wrongdoing if requested to do so by a person dealing with a voluntary public interest disclosure on behalf of Us or any other agency.
 - (f) You acknowledge that:
 - (i) If We investigate a voluntary public interest disclosure and find that serious wrongdoing or other misconduct occurred, We have an obligation to take appropriate corrective action under s. 66 of the PID Act; and
 - (ii) in addition to any right of termination We have under any other clause of this Agreement, We may terminate the Agreement in response to a finding of serious wrongdoing or other misconduct involving You or an individual providing services under this Agreement.
 - (g) If You are otherwise permitted to subcontract under this Agreement and We approve Your application to subcontract the Agreement in whole or in part, You must ensure that the subcontract contains terms binding the person or body engaged under the subcontract that are equivalent to the terms binding You in this clause 19 (Public Interest Disclosures).

20. Modern Slavery

Modern Slavery:

- (a) means any conduct that constitutes or would constitute any offence listed in Schedule 2 of the *Modern Slavery Act 2018* (NSW), including an offence of attempting or incitement to commit such an offence;
- (b) includes any conduct that constitutes or would constitute an offence under any of the Modern Slavery Laws as amended from time to time, including an offence of attempting or incitement to commit such an offence; and
- (c) includes conduct engaged in elsewhere than in New South Wales that, if it occurred in New South Wales, would constitute a modern slavery offence under paragraphs (a) or (b).

Modern Slavery Laws means:

- (a) the *Modern Slavery Act 2018* (Cth);
- (b) the *Modern Slavery Act 2018* (NSW);
- (c) Divisions 270 and 271 of the Commonwealth Criminal Code;
- (d) section 176(1A) of the *Public Works and Procurement Act 1912* (NSW);
- (e) section 438ZE of the *Local Government Act 1993* (NSW); and

- (f) any other laws, regulations, codes and international conventions aimed at combatting modern slavery, forced labour or human trafficking, from time to time in force in or ratified by Australia and, where relevant, in or by other jurisdictions in which the parties operate,

each as amended from time to time.

20.1 Core Obligations

Each party must:

- (a) not engage in Modern Slavery;
- (b) take reasonable steps to ensure that it, its directors, officers, employees, Related Entities and Engaged Entities comply with Modern Slavery Laws as applicable;
- (c) take reasonable steps to ensure that its Engaged Entities include provisions equivalent to the Core Obligations (including this sub-clause) in their contracts with their suppliers; and
- (d) take reasonable steps to ensure that its Engaged Entities provide their respective directors, officers, employees and suppliers with at least the minimum level of wages and other entitlements required by law.

20.2 Price

Each party acknowledges and agrees that the Price supports each Party to comply with its Core Obligations.

20.3 Implementation

Without limiting the Core Obligations and to the extent permitted by law, the Provider agrees that it will notify the Department immediately with adequate particulars of the Modern Slavery and the actions taken, or being taken, to remedy the Modern Slavery if the Provider becomes aware of any actual or reasonably suspected Modern Slavery engaged in, or any notices, investigations, proceedings or claims arising in any jurisdiction in relation to any actual or reasonably suspected breach of Modern Slavery Laws by the Provider, the Provider's directors, officers, employees, Related Entities, or by any of its Engaged Entities, whether or not the Modern Slavery occurs or is suspected to occur in the performance of the Agreement.

20.4 Assistance

Without limiting the Core Obligations and clause 20.3 (Implementation) each party must provide, and use reasonable endeavours to ensure its directors, officers, employees, Related Entities and Engaged Entities provide, all reasonable assistance to the other party to enable the other party to comply with its obligations under this clause and under applicable Modern Slavery Laws.

20.5 Disclosure

The Provider represents and warrants to, and for the benefit of, the Department that, as at the Agreement Date and on a continuing basis for the

duration of the term of this Agreement, the Provider has disclosed, in accordance with clause 20.3:

- (a) to the extent the Provider is aware, any:
 - (i) actual or reasonably suspected Modern Slavery engaged in; and
 - (ii) notices, investigations, proceedings or claims arising in any jurisdiction in relation to any actual or reasonably suspected breach of Modern Slavery Laws,
 by the Provider, the Provider's directors, officers, employees, or Related Entities, or by any of the Provider's Engaged Entities while performing any contract with the Provider, whether or not the Modern Slavery arises in the performance of the Agreement; and
- (b) all actions taken to remedy said Modern Slavery or breach of Modern Slavery Laws.

20.6 Material Breach and termination

Without limiting the parties' rights under this Agreement, the parties agree that:

- (a) a breach of either party's obligations under this clause will be taken to be a material breach of this Agreement; and
- (a) where one party forms the view that there is a material breach that is reasonably capable of being remedied, then the parties shall take reasonable steps to remedy the breach in accordance with this Agreement.

20.7 Remediation Plan

- (a) Where one party forms the view that there is a material breach that is reasonably capable of being remedied, then the parties shall develop a remediation plan to take reasonable steps to remedy the breach in accordance with this Agreement (the Remediation Plan).
- (b) Each party shall take reasonable efforts proportionate to their contribution to the material breach to implement this Remediation Plan.

20.8 Definitions

Core Obligations means those obligations set out in clause 20.1 (Core Obligations).

Engaged Entity of a party means any first tier (direct) suppliers, subcontractors, consultants and contractors engaged by that party (or that party's directors, officers and employees) in connection with this Agreement. For the avoidance of doubt, 'Engaged Entities' includes independent contractors (whether an individual or body corporate), secondees, consultants and any other workers (however described) who may be engaged for the purposes of this Agreement but are not employed by the relevant party.

Price means the funding amount provided by the Department to the Provider under this Agreement.

Reasonable steps for the purpose of this clause means those steps that are reasonable in the circumstances to prevent, identify, mitigate and remedy

21. Additional Supplementary Conditions

21.1 Amendment to service delivery

(a) The Parties agree to meet regularly to review the delivery of services and to consider whether any amendment to the delivery of services is required.

(b) Contract amendments can be initiated by either party to the contract and must be mutually agreed by both parties to the contract, this includes the start date for the amendments to take effect.

(c) An amendment in the delivery of services includes changes to:

- i. the service types, the description of services and/or the outcomes of the services;
- ii. the target group;
- iii. the location or locations at which the services are being provided;
- iv. the quantity of clients.

(d) The Department must provide a minimum of thirty (30) business days written notice to the Provider, of any proposed amendment to service delivery, in accordance with (a) and (b).

(e) The Provider may within twenty (20) business days of the date of the Department's notice, accept or reject in writing, the proposed amendments to service delivery as follows:

- i. If the provider accepts the proposed amendments to service delivery, or if the Department does not receive a response from the provider within twenty (20) business days, the amendments to service delivery will take effect as per the start date in the Department's notice.
- ii. If the provider rejects the proposed amendments to service delivery as set out in the Department's notice, the amendments to service delivery will not proceed, in which case further negotiations may occur between parties outside this clause of the contract.
- iii. The start date of the amendment to service delivery may be negotiated between the parties to be longer than thirty (30) days.

(f) The provider must not undertake an amendment to service delivery, without the prior written consent of the Department.

21.2 Funding for amendment to service delivery

The Provider acknowledges that an amendment to service delivery under this clause will not result in an increase or decrease in cost to the provider and that the funding will not be varied.

Attachments

- Attachment 1 - Services Table 1 and Table 2
 - Attachment 2 - CAFS Program Specifications
 - Attachment 3 - Income and Expenditure Statement (Budget)
-

Attachment 1 – Services Table 1 and Table 2.

Table 1.1:

Initiative: CAFS – Community Strengthening

Financial Year	Service level (Program Activity)	Number of clients	Unit measure	Unit Price	Line item total (Annual funding)
2025-2026	Community Strengthening		Clients	N/A	\$289,526.57
2026-2027	Community Strengthening		Clients	N/A	\$579,053.13
2027-2028	Community Strengthening		Clients	N/A	\$579,053.13
2028-2029	Community Strengthening		Clients	N/A	\$579,053.13
2029-2030	Community Strengthening		Clients	N/A	\$579,053.13
2030-2031	Community Strengthening		Clients	N/A	\$579,053.13

Table 1.2:

Initiative: CAFS – Family Connect and Support

Not applicable

Table 1.3:

Initiative: CAFS – Wellbeing and Safety

Financial Year	Service level (Program Activity)	Number of clients	Unit measure	Unit Price	Line item total (Annual funding)
2025-2026	Wellbeing and Safety		Clients	N/A	\$289,526.57
2026-2027	Wellbeing and Safety		Clients	N/A	\$579,053.13
2027-2028	Wellbeing and Safety		Clients	N/A	\$579,053.13
2028-2029	Wellbeing and Safety		Clients	N/A	\$579,053.13
2029-2030	Wellbeing and Safety		Clients	N/A	\$579,053.13
2030-2031	Wellbeing and Safety		Clients	N/A	\$579,053.13

Table 2.1**Initiative: CAFS – Community Strengthening**

#	LGA	Target Group	Program Activity	Service Type	Number of Clients p.a.	CAFS Client Outcome/Aboriginal Outcome/Service System Outcome (SSO)
A	Blacktown	Children and young people at risk of disengagement from school, family and community	Community Strengthening	Advocacy and Support		Families and carers are empowered and confident to understand and meet their children's needs.
B	Blacktown	Children and young people at risk of disengagement from school, family and community	Community Strengthening	Community Engagement		Increased client reported self-determination.
C	Blacktown	Children and young people at risk of disengagement from school, family and community	Community Strengthening	Social Participation		Increased sense of belonging to their community
D	Blacktown	Children and young people at risk of disengagement from school, family and community	Community Strengthening	Information / Advice / Referral		Increased sense of belonging to their community

#	LGA	Target Group	Program Activity	Service Type	Number of Clients p.a.	CAFS Client Outcome/Aboriginal Outcome/Service System Outcome (SSO)
E	Penrith	Children and young people at risk of disengagement from school, family and community	Community Strengthening	Advocacy and Support		Families and carers are empowered and confident to understand and meet their child's needs
F	Penrith	Children and young people at risk of disengagement from school, family and community	Community Strengthening	Community Engagement		Increased client reported self-determination
G	Penrith	Children and young people at risk of disengagement from school, family and community	Community Strengthening	Social Participation		Increased sense of belonging to their community
H	Penrith	Children and young people at risk of disengagement from school, family and community	Community Strengthening	Information / Advice / Referral		Increased sense of belonging to their community

Table 2.2**Initiative: CAFS – Family Connect and Support**

Not applicable

Table 2.3**Initiative: CAFS – Wellbeing and Safety**

#	LGA	Target Group	Program Activity	Service Type	Number of Clients p.a.		CAFS Client Outcome/Aboriginal Outcome/Service System Outcome (SSO)
A	Blacktown LGA	Children and young people at risk of disengagement from school, family and community	Wellbeing and Safety	Mentoring / Peer Support			Increased sense of belonging to their community
B	Blacktown LGA	Children and young people at risk of disengagement from school, family and community	Wellbeing and Safety	Youth Individualised Support			Increased client reported self-determination
C	Penrith LGA	Children and young people at risk of disengagement from school,	Wellbeing and Safety	Mentoring / Peer Support			Increased sense of belonging to their community

		family and community				
D	Penrith LGA	Children and young people at risk of disengagement from school, family and community	Wellbeing and Safety	Youth Individualised Support		Increased client reported self-determination

Table 2.4**Initiative:**

Not applicable

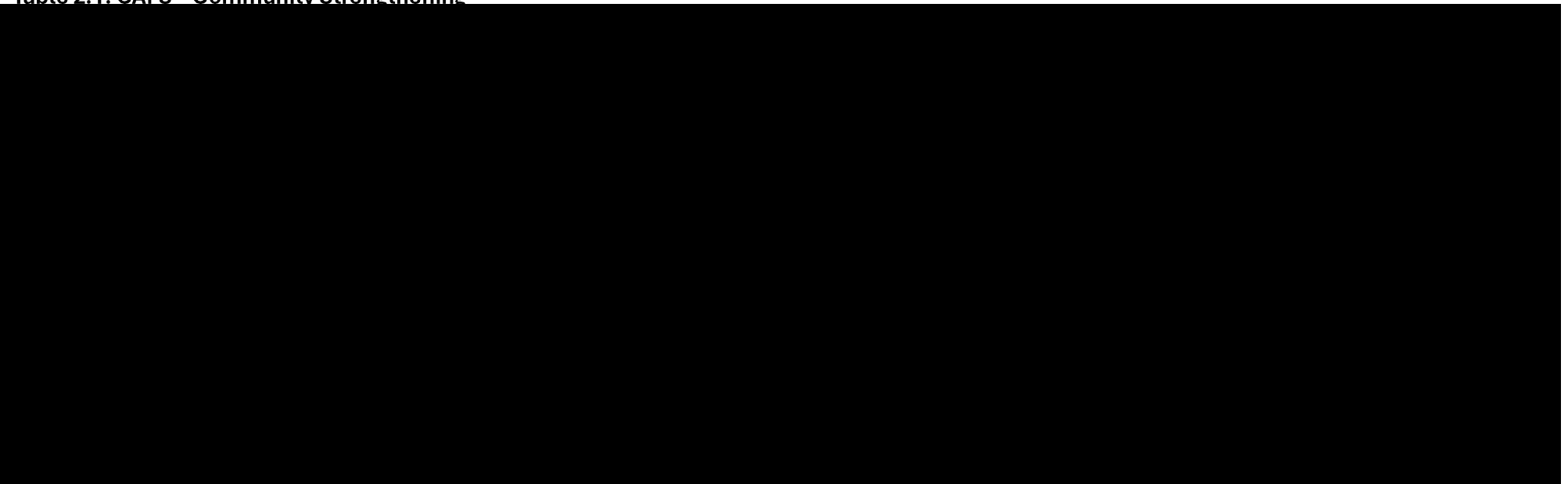
Additional Service Details descriptions:**Table 2.1: CAFS – Community Strengthening**



Table 2.2: CAFS – Family Connect and Support

None stated

Table 2.3: CAFS – Wellbeing and Safety

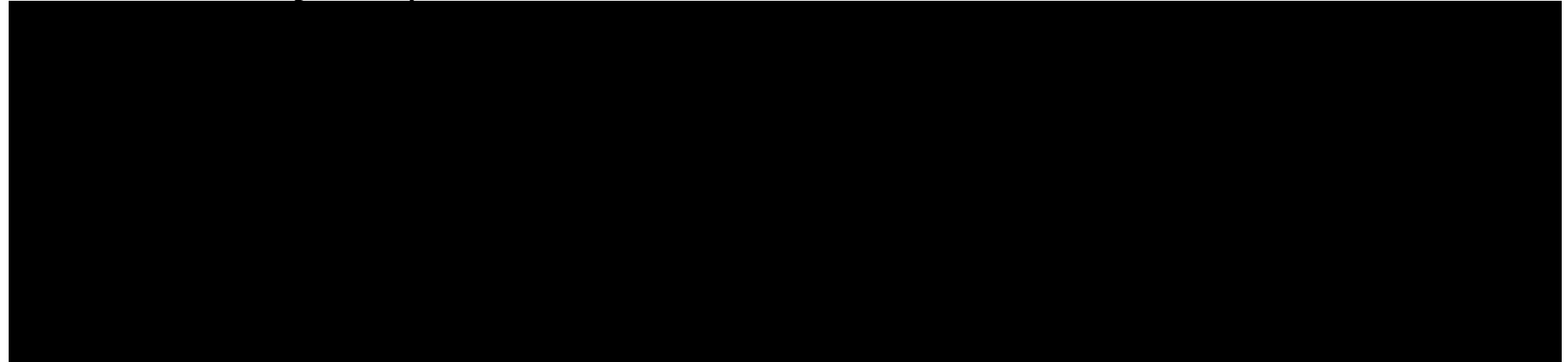


Table 2.4:

None stated

EXECUTION

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

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

Executed as an agreement on 15/12/2025

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

Signature of wit

Signature of authorised officer

Graham Davies
Print full name

Tina Wessel
Print full name

15/12/2025
Date

Manager Commissioning & Planning
Position of authorised officer

Signed for and on behalf of Fusion Australia Ltd ABN 26 001 273 105 by:

Signed by:
Signature of Authorised Officer

Signature of Witness

Print name of Authorised Officer

Print Name of Witness

CEO
Position of Authorised Officer

15/12/2025
Date