



Service Agreement – Funding and Service Details

Community Care

Version 2.1

PLEASE NOTE:

The Service Agreement comprises two parts:

- Funding and Service Details
- Standard Terms

THE PARTIES:

STATE OF QUEENSLAND, through the Department of Communities, Child Safety and Disability Services

and

Funded organisation	
ABN/ACN	
Service Agreement number	

1. Formation of Service Agreement

1.1 Service Agreement

- (a) A Service Agreement will be formed when these Funding and Service Details have been signed by both parties.
- (b) These Funding and Service Details must be read together with the Standard Terms*.

**Note: Refer to the definition of 'Standard Terms' in clause 5 (Definitions and interpretation).*

1.2 Commencement and duration

Agreement Commencement Date	
Agreement Expiry Date	

1.3 Funding Schedules

Each attached Funding Schedule prescribes:

- (a) Funding that We will provide to You, including the basis on which the Funding will be paid; and
- (b) the Services that You must deliver, specified in item 6.1.

1.4 Further versions and variation of terms

- (a) If these Funding and Service Details refer to a document, specification, guideline, policy, standard, framework or scheme* that You must comply with, meet or have regard to, or that applies to any of the Funding or the Services:
 - (i) We may, from time to time, issue or approve a new version of that document, specification, guideline, policy, standard, framework or scheme;
 - (ii) We will notify You about any new version, the date that it is to take effect from and the Funding or Services to which it relates; and
 - (iii) from the date of effect stated in the notice, the new version will apply to the Funding or Services described in the notice.

**Note: If these Funding and Service Details refer to a document, specification, guideline, policy, standard, framework or scheme published or available on Our Website and You cannot locate it on Our Website, please contact Us and We will assist You or provide You with a copy.*

- (b) We may, from time to time, vary clause 3 (Departures from Standard Terms), clause 4 (Specific Terms of Funding) or clause 5 (Definitions and interpretation). This may include varying or omitting existing provisions or inserting new provisions. We will notify You about any such variation and the date that it is to take effect. From the date of effect stated in the notice, the varied clause will apply to all Funding and Services under the Service Agreement, including Funding already provided, or agreed to be provided, to You as at that date.
- (c) Nothing in clauses 1.4(a) or (b) will limit or affect any right of action or remedy that has accrued as at the date that the:
 - (i) new version of a document, specification, guideline, policy, standard, framework or scheme; or
 - (ii) varied clause 3 (Departures from Standard Terms), clause 4 (Specific Terms of Funding) or clause 5 (Definitions and interpretation),takes effect.

2. Address and Contact details

2.1 Your address and Your Contact Officer

Your Contact Officer (person and/or position)	
Postal address	
Telephone number	
Fax number	
E-mail address	

2.2 Our address and Our Contact Officer

Our Contact Officer (person and/or position)	
Postal address	
Telephone number	
Fax number	
E-mail address	

Note: These are the general address and contact details for the Service Agreement, including for the purposes of sending any notices under the Service Agreement.

3. Departures from Standard Terms

3.1 Clauses in Standard Terms that do not apply

The following clauses in the Standard Terms do not apply to the Service Agreement:

Not applicable

3.2 Clauses in Standard Terms that are modified

The following clauses in the Standard Terms are modified in the way specified below.

Clause from Standard Terms	Modification
Clause 27 (Dispute resolution)	You cannot seek a review under clauses 27.1 or 27.2 of the Standard Terms in relation to action We take under clause 4.3(e), 4.10 or 4.11 of these Funding and Service Details.

4. Specific Terms of Funding

4.1 Quality Standards

The Services must be delivered in compliance with the Quality Standards unless We notify You otherwise.

4.2 Assessment of compliance

- (a) You may be required to demonstrate or provide evidence that Services are being delivered in compliance with the Quality Standards.
- (b) The Quality Framework* specifies the types of human services:
 - (i) that are In-Scope for Certification;
 - (ii) that are Self-Assessable; or

- (iii) in relation to which We may accept other current accreditation or certification as evidence that the Services are being delivered in compliance with the Quality Standards.

**Note: Refer to clause 1.4 regarding Our ability to issue new versions from time to time.*

- (c) Despite clause 4.2, We may notify You that Services are considered to be of a type described in subclauses 4.2(b)(i), (b)(ii) or (b)(iii) and, following receipt of such a notice, those Services will be treated as such for the purposes of the Service Agreement.

4.3 Certification

- (a) For Services that are In-Scope for Certification as at the date the Services are incorporated in a Funding Schedule*, You must achieve Certification covering the Services by the earlier of:
 - (i) the completion of the first Certification Audit of You to occur after that date; or
 - (ii) 18 months after that date,

unless We consider that achieving Certification within that timeframe is not appropriate or reasonably achievable and We agree a different timeframe with You.

**Note: For Services included in a Funding Schedule at the Schedule Start Date, this date will be the Schedule Start Date. For Services included after the Schedule Start Date, for example because of a variation, it will be the date that they are included in the Funding Schedule.*

- (b) For Services that become In-Scope for Certification at a date after they are incorporated in a Funding Schedule, You must achieve Certification covering the Services by the earlier of:
 - (i) the completion of the first Certification Audit of You to occur after that date; or
 - (ii) 18 months after that date,

unless We consider that achieving Certification within that timeframe is not appropriate or reasonably achievable and We agree a different timeframe with You.

- (c) You must maintain all required Certification for the remainder of the Term.
- (d) You must cooperate with any Certification body in relation to any Certification Audit or other process under the Certification Scheme.
- (e) If You fail to achieve Certification within the timeframe required under clauses 4.3(a) or 4.3(b) or Certification is withdrawn, We may, by giving You notice, immediately:
 - (i) suspend the Funding,
 - (ii) stop the Funding without terminating the Funding Schedule; or
 - (iii) terminate the Funding Schedule,

for any Services to which the Certification relates. We may do this without following the show cause process in the Standard Terms.

- (f) If, under clause 4.3(e):
 - (i) some, but not all, of the Funding under a Funding Schedule is stopped, Our notice will state the changed scope of the Services (if any) and the Service Agreement will be deemed varied in accordance with the notice;
 - (ii) a Funding Schedule is terminated, the provisions in clauses 13.3(a) and 13.3(c) of the Standard Terms will apply; or
 - (iii) all Funding Schedules are terminated, the Service Agreement will automatically terminate and the provisions in clauses 13.3(b) and 13.3(c) of the Standard Terms will apply.

4.4 Self-assessment

- (a) Subject to clause 4.4(b), for Services that are Self-Assessable:
 - (i) You must self-assess whether those Services are being delivered in compliance with the Quality Standards, using the self-assessment tool available on Our Website and in accordance with the Quality Framework; and
 - (ii) You must promptly and, in any case, immediately upon request, provide a copy of Your self-assessment to Us.
- (b) Clause 4.4(a) does not apply if You hold any current Certification.

4.5 Other accreditation or certification

For Services of a type described in clause 4.2(iii), You must:

- (a) promptly and, in any case, immediately upon request, provide to Us a copy of any relevant accreditation or certification, together with any supporting or additional information that We may request; and
- (b) maintain that accreditation or certification for the Term.

4.6 Performance review or audit rights not limited

Nothing in clauses 4.2 to 4.5 limits Our Performance Review or audit rights under the Standard Terms.

4.7 Audit reports

You agree that:

- (a) any Certification body that conducts a Certification Audit of You may provide Us with a copy of any audit report prepared and any information about You or any of the Services obtained in the course of conducting the Certification Audit; and
- (b) We may use any such Certification Audit report or information as part of Our standard and performance monitoring to ensure that You are complying with Your obligations under the Service Agreement.

4.8 Variation in outputs

- (a) Provided that You deliver 100% of the total quantity of outputs that You are required to deliver, as specified in item 6.1 of a Funding Schedule, You may, in any single financial year and unless We notify You otherwise, transfer:
 - (i) up to 30% of the specified quantity of a particular output to other outputs within the same Service Type for which Funding is provided under that Funding Schedule; and
 - (ii) up to 5% of the specified aggregate quantity of outputs for a particular Service Type, except Service Type 5, to outputs for other Service Types for which Funding is provided under that Funding Schedule.
- (b) The Service Types and associated outputs are detailed in the table below.

Service Type	Outputs
Service type 1 – Home Care Services	Domestic Assistance Personal Care Social Support Respite Care Other Food Services
Service type 2 – Coordinated Care	Assessment Client Care Coordination Case Management Counselling/Support, Information and Advocacy
Service type 3 – Clinical and Specialist Care	Nursing Care Allied Health Care (received at home or centre)
Service type 4 – Centre Based Day Care	Centre Based Day Care
Service type 5 – Home Modification	Home Modification Goods and Equipment Home Maintenance
Service type 6 – Meals	Meals (received at home, centre or other)
Service type 7 – Transport	Transport
Service type 8 – Information and Education	Information, Education and Training (Statewide)

4.9 Notification

Without limiting anything in the Standard Terms, You must immediately notify Us if You become aware of the death of, or life threatening injury or situation suffered by or involving, a Service User.

4.10 NDIS Transition

- (a) If, at any time, We determine, at Our discretion, that any of the Services under a Funding Schedule are no longer required because of the implementation of NDIS Arrangements, We may, by giving You notice, do any one or more of the following:
- (i) immediately stop the Funding or relevant part of the Funding relating to those Services;
 - (ii) require You to repay any unspent part of that Funding to Us within the period stated in the notice, which will be not less than 20 Business Days. That amount will be a debt due and owing to Us by You; and
 - (iii) reduce the amount of one or more future instalments of the Funding, whether in relation to a particular Service User or otherwise, to reflect any Funding already paid in relation to Services that We consider to fall within the scope of, or to have (or ought to have) transitioned to, the NDIS Arrangements.

We may do this without following the show cause process in the Standard Terms.

- (b) If, under clause 4.10(a):
- (i) some, but not all, of the Funding under a Funding Schedule is stopped, or the amount of any future instalment is to be reduced, Our notice to You will specify the reduced amount of the Funding and, if relevant, the reduced amount of any future instalment(s) and the changed scope of the Services (if any) and the Service Agreement will be deemed varied in accordance with the notice; or
 - (ii) all of the Funding under the Funding Schedule is stopped, the Funding Schedule will automatically terminate and the provisions in clauses 13.3(a) and 13.3(c) of the Standard Terms will apply.

4.11 Stopping Funding – Additional Provisions

For the purposes of the Service Agreement, the definition of “Specified Action” in the Standard Terms will be considered to include the ability for Us to suspend or stop any part of the Funding under a Funding Schedule, without terminating the entire Funding Schedule. If some, but not all, of the Funding under a Funding Schedule is stopped, the provisions in clauses 13.3(a) (except subclause (ii)) and 13.3(c) of the Standard Terms will apply, with all necessary modifications, to the part of the Funding that is stopped and the Services in relation to which that part of the Funding was provided.

4.12 Survival

Clauses 4.3(f)(ii) and (iii) and 4.10(b)(ii) will survive termination of any Funding Schedule or the Service Agreement.

5. Definitions and interpretation for Funding and Service Details

5.1 In these Funding and Service Details, unless otherwise stated or a contrary intention appears:

“**Certification**” means certification for the purposes of the Certification Scheme, by an external body accredited by JAS-ANZ, that human services comply with the Quality Standards;

“**Certification Audit**” means a certification, re-certification or maintenance audit conducted under the Certification Scheme;

“**Certification Scheme**” means the ‘Human Services Scheme Part 1 – Common requirements for bodies certifying Human Services’ and ‘Human Services Scheme Part 2 – Additional requirements for bodies certifying Human Services in Queensland’ approved by JAS-ANZ under which bodies accredited by JAS-ANZ can, through Certification Audits, certify and re-certify that an organisation is delivering human services in compliance with the Quality Standards, published on the website at www.jas-anz.com.au or such other website as We may from time to time notify You;

“**Community Care**” means the Community Care program which provides Community Care services for people under 65 years of age and for Aboriginal and Torres Strait Islander people under 50 years of age;

“**Geographic Catchment Area**” means the area or areas where the Services are to be delivered, which, unless described otherwise, correspond to Australian Bureau of Statistics Statistical Areas;

“**In-Scope for Certification**” means human services of a type subject to the audit and Certification requirements of the Certification Scheme, determined under the Quality Framework;

“**JAS-ANZ**” means the Joint Accreditation System of Australia and New Zealand;

“Minimum Data Set” means the data required by the Australian Government from Community Care service outlets, in the form prescribed by the Australian Government, which data is shared with the Queensland Government;

“NDIS” means the Commonwealth’s National Disability Insurance Scheme, contained in the *National Disability Insurance Scheme Act 2013* (Cth), as amended from time to time;

“NDIS Arrangements” means any agreement, understanding or other arrangement entered into by the State of Queensland with the Commonwealth in connection with the operation of the NDIS;

“Our Website” means the website at <http://www.communities.qld.gov.au> or such other website as We may from time to time notify You;

“Quality Framework” means the ‘Human Services Quality Framework’ version 3.0, published on Our Website;

“Quality Standards” means the ‘Human Services Quality Standards’ forming part of the Quality Framework;

“Self-Assessable” means human services of a type subject to self-assessment for compliance with the Quality Standards, determined under the Quality Framework;

“Service Type” means a Community Care service type, as specified in clause 4.8(b);

“SPID” means Our identification number for the service outlet through or at which You deliver Services; and

“Standard Terms” means the document titled ‘*Service Agreement - Standard Terms*’ version 1.1, published on the website at <http://www.hpw.qld.gov.au> or such other website as We may from time to time notify You, as updated or replaced from time to time in accordance with clause 1.2(d) of the Standard Terms.

Note: If You cannot locate the Standard Terms, please contact Us and We will assist You or provide You with a copy.

5.2 References to ‘items’ mean items in a Funding Schedule.

5.3 Subject to clause 5.1, capitalised terms used in these Funding and Service Details have the meanings given in the Standard Terms.

EXECUTED as an Agreement

SIGNED for and on behalf of **STATE OF QUEENSLAND**,
acting through the Department of Communities, Child
Safety and Disability Services by:

(name)

(title)

)
)
)
)
)
)
)
)
)
)
)

(signature)

a duly authorised person, in the presence of:

(signature of witness)

(name of witness)

(date)

[CHOOSE ONE OF THE TWO EXECUTION CLAUSES BELOW. DELETE THIS TEXT]

SIGNED by **[insert name]** **[insert position]** for and on
behalf of **[insert name of funded organisation]** as its
duly authorised officer, in the presence of:

(signature of witness)

(name of witness)

)
)
)
)
)
)
)
)
)
)
)

(signature)

(date)

[OR EXECUTION CLAUSE – Company. DELETE THIS TEXT]

SIGNED for and on behalf of **[insert name of
corporation]** in accordance with section 127 of the
Corporations Act 2001

(signature of director/secretary)

(name of director/secretary)

(signature of director)

(name of director)

(date)

FUNDING SCHEDULE: 1

1. SERVICE AGREEMENT

This Funding Schedule relates to Service Agreement number [insert].

2. IMPORTANT DATES

Schedule Start Date	
Schedule End Date	
Establishment Date	Not applicable

3. SERVICE OUTLETS

(a) Your service outlet details for delivery of the Services, as held by Us, are set out below.

SPID	MDS ID	Service outlet	Departmental region where service outlet is located

(b) You must ensure that Your service outlet details, including service outlet name, contact person or position, street, postal and email addresses, telephone and fax numbers, as held by Us, are current.

Note: These are Your service outlet details in relation to the Services under this Funding Schedule. Address and contact details for the Service Agreement generally, including giving and receiving notices, are specified in clause 2 of the Funding and Service Details.

4. FUNDING UNDER FUNDING SCHEDULE

[\$[insert total amount incorporating total operating amounts + one-off Funding]] comprising the per-annum and one-off Funding amounts set out in more detail in item 5.

5. FUNDING DETAILS

5.1. Per annum Funding

Description	Funding amount (excl. GST)
	\$
	\$
	\$
Total operating	\$

5.2. One-off Funding

(a) One-off Funding for purchase of Assets

SPID	Description	Funding amount (excl. GST)
		\$

(b) Other one-off Funding for delivery of Services

Description	Funding amount (excl. GST)
Refer to item 6.1	\$

6. DETAILS ABOUT SERVICES

6.1. Services and Deliverables

The Services and the required Deliverables for the Services are specified below.

SPID:
Service outlet:
MDS ID:
Funding ID:

Service Type	Output	Measure	Quantity per annum	Number of Service Users	Funding amount per annum (excl. GST)
					\$
					\$
					\$

Description of Services	Funding amount one-off (excl. GST)
	\$

Geographic Catchment Area:

SPID:
Service outlet:
MDS ID:
Funding ID:

Service Type	Output	Measure	Quantity per annum	Number of Service Users	Funding amount (excl. GST)
					\$
					\$
					\$

Description of Services	Funding amount one-off (excl. GST)
	\$

Geographic Catchment Area:

*Note: Refer to clause 4.8 in the Funding and Service Details about permitted variations in output quantities.

6.2. Service Delivery Requirements

It is a Service Delivery Requirement that the Services must be delivered in accordance with and meet the requirements set out in the document(s) specified below, published on Our Website.

Document name
Manual for Queensland Community Care Services, 3 rd edition – July 2015

7. REPORTING REQUIREMENTS

The Reporting Requirements for the Funding and the Services are specified below.

7.1. Performance measures

You must collect and report on the following performance measurement data for each output that forms part of the Services (excluding the output of Information, Education and Training Statewide). The table in item 7.2 contains the requirements for reporting on this performance measurement data.

Measure	Counting rules
Service Users	The minimum number of individual Service Users who will receive each output during an average year to achieve contracted service outputs
Hours	An hour of activity attributable to individual Service Users
Meals	Number of meals delivered
Trips (1 way)	Number of one-way trips
Dollars (\$)	Specified funding allocation for each output
Instance	Number of items supplied
Quantity	The number of hours/meals/trips/instances of service provided to Service Users for each output during an average year

7.2. Data, statements and reports You are to submit

You must submit the data, statements and reports specified below, in each case by the due date and in accordance with the details and standard of reporting requirements, and lodgement requirements specified below.

	Reporting period and due date	Details and standard of reporting	Lodgement
[Delete any prepopulated reports that aren't relevant. DELETE THIS ROW]			
Minimum Data Set (MDS) for Community Care Services	Reporting period: quarterly Due date: within 28 days after the end of each quarter	Data must be submitted in accordance with the requirements set out in the <i>Home and Community Care Program National MDS User Guide</i> available at: https://www.qld.gov.au/community/community-organisations-volunteering/community-care-minimum-data-set-reporting/	Submitted electronically to the National Data Repository: mdsubmission@hacc.mds.gov.au
Performance Report (not required if You receive less than \$50,000 per annum)	Reporting period: 6 monthly 1 Jul – 31 Dec 1 Jan – 30 Jun Due date: within 28 days after the end of each 6	You must submit the Performance Reports as indicated (✓) below: <input type="checkbox"/> <i>Performance Issues Report</i> using the template available on Our Website. You must complete and submit this report if You exceed the variation in outputs allowed under clause 4.8 of the Funding and Service Details.	Emailed to: communitycare-admin@communities.qld.gov.au

	month period	<input type="checkbox"/> <i>Information, Education and Training Services (Statewide)</i> using the template attached to this Funding Schedule. <input type="checkbox"/> <i>Access Point Performance Framework</i> using the template attached to this Funding Schedule.	
Financial Acquittals - Periodic (not required if You receive less than \$50,000 per annum)	Reporting period: 6 monthly 1 Jul – 31 Dec 1 Jan – 30 Jun Due date: within 28 days after the end of each 6 month period	You must submit <i>Financial Acquittals – Periodic</i> reports for the Funding received from Us under this Funding Schedule, which acquittal must: <ol style="list-style-type: none"> 1. be in the form of a <i>Special Purpose Financial Report</i>*; 2. apply the <i>Australian Statements of Accounting Concepts</i> and <i>Australian Accounting Standards</i> in the same manner to that used to satisfy the requirements for annual financial reporting; and 3. include: <ol style="list-style-type: none"> a. statement of profit and loss; b. statement of asset and liabilities; and c. directors' statement/declaration. <p><i>*Note: refer to Our sample Special Purpose Financial Report available on Our Website which is provided as a guide only.</i></p> <p>If Funding is provided for part of the reporting period, a <i>Financial Acquittal - Periodic</i> must still be submitted for the relevant part of that reporting period.</p>	Emailed to: communitycare-admin@communities.qld.gov.au
Financial Statements	Reporting period: annual Due date: in accordance with the lodgement period of Your incorporating legislation, or if not otherwise stated, within 6 months of the end of Your financial year	For the Service Agreement, You, as an organisation, are considered by Us to be a 'Reporting Entity' as set out in the <i>Statement of Accounting Concepts (SAC1), Definition of the Reporting Entity</i> prepared by the <i>Public Sector Accounting Standards Board</i> of the <i>Australian Accounting Research Foundation</i> and by the <i>Accounting Standards Review Board</i> . <u>Financial Statements Requirement 1 of 2</u> You must provide Us with an audited financial report of You, as a Reporting Entity, for each financial year*, which report is prepared at an organisation level and must be: <ol style="list-style-type: none"> a. in the form of either a <i>General Purpose Financial Report</i> or a <i>Special Purpose Financial Report</i> (see below), as determined to be appropriate for You; and b. prepared in accordance with the <i>Australian Statements of Accounting Concepts</i> and <i>Australian Accounting Standards</i>. <p><i>*Note: If the Service Agreement includes more than one Funding Schedule or You have more than one Service Agreement with Us, You are only required to submit one copy of Your General Purpose Financial Report or Special Purpose Financial Report to Us for each financial year.</i></p>	Emailed to: DSCCAAdmin@communities.qld.gov.au

		<p>Any <i>Special Purpose Financial Report</i> must adopt the following as minimum reporting standards:</p> <ol style="list-style-type: none"> a. accrual accounting; b. compliance with classification, recognition and measurement guidance of the <i>Australian Accounting Standards</i> and other mandatory reporting requirements; and c. disclosure necessary to give a 'true and fair view' or 'present fairly' so as to ensure financial reports are not misleading. <p>Any <i>Special Purpose Financial Report</i> must include:</p> <ol style="list-style-type: none"> a. statement of profit and loss; b. statement of financial position; c. statement of cashflows; d. notes to and forming part of the financial statements; e. directors' statement/declaration; f. a 'basis of preparation' note as per the recorded board resolution regarding the basis of preparing financial reports, including all aspects of accounting standards that have not been complied with; and g. independent audit report. <p><u>Financial Statements Requirement 2 of 2</u> You must also provide an <i>Annual Acquittal Statement</i> for the Funding received from Us under this Funding Schedule during each financial year, which acquittal must:</p> <ol style="list-style-type: none"> a. be in the form of a <i>Special Purpose Financial Report*</i>; b. apply the <i>Australian Statements of Accounting Concepts</i> and <i>Australian Accounting Standards</i> in the same manner to that used to satisfy the requirements for annual financial reporting; and c. include: <ol style="list-style-type: none"> i. statement of profit and loss; ii. statement of assets and liabilities; iii. directors' statement/declaration; and iv. independent audit report. <p><i>*Note: refer to Our sample Special Purpose Financial Report available on Our website which is provided as a guide only.</i></p> <p>If You are a local government, tertiary institution or a Queensland statutory body You are only required to provide Us with an <i>Annual Acquittal Statement (Financial Statements Requirement 2)</i>.</p>	
<p>NDIS Readiness Report (if required)</p>	<p>Reporting period: 3 monthly 1 Jul – 30 Sept 1 Oct - 31 Dec</p>	<p>Data must be in the format prescribed by Us for each of Your Service Users.</p>	<p>Emailed to: ccst@communities.qld.gov.au</p>

	1 Jan – 31 Mar 1 Apr – 30 Jun Due date: within 28 days after the end of each 3 month period		
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8. TIMING OF FUNDING PAYMENTS

Payments of the Funding will be made in instalments as specified below.

Funding type	Payment basis and due dates
Per annum Funding (see item 5.1)	The first quarterly instalment will be paid within 28 days after the Schedule Start Date. Provided that You are up-to-date with the Reporting Requirements, remaining quarterly instalments will be paid by: <ul style="list-style-type: none"> • 31 July • 31 October • 31 January • 30 April
One-off Funding (see item 5.2)	<p>[Select one option only, DELETE all other options.]</p> <p>[Option 1. DELETE this heading.]</p> <p>Not applicable</p> <p>[Option 2. DELETE this heading.]</p> <p>One-off Funding will be paid to You in a single instalment within 28 days after the Schedule Start Date.</p> <p>[Option 3. DELETE this heading.]</p> <p>One-off Funding will be paid to You in a single instalment, within 28 days after achievement of [insert milestone(s)].</p>

9. SPECIAL CONDITIONS

The following Special Conditions apply:

[insert]

10. ATTACHMENTS

Attachment	Name	Reference