

Service Agreement – Funding and Service Details

Disability Services

Version 1.0

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 0 (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	
Email	

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 3.2(c) (changes to Services)	You may withdraw specific Services to a specific Service User, provided that You give Us at least 6 weeks prior notice or We otherwise agree. Nothing in this clause affects or limits any other obligation that You have under the Service Agreement or any right that We have under the Service Agreement or a Governing Act.
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(f), 4.10 or 4.12 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 are a corporation and the only Consumer of the Services delivered by You is a director of You, You are not required to demonstrate that the Services are being delivered in accordance with the Quality Standards unless We notify You otherwise.
- (f) 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.

- (g) If, under clause 4.3(f):
 - (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(b)(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 Service report

Where, in relation to the delivery of any of the Services, a Funding Schedule specifies that the Services have a measure of a service report, the delivery of those Services must be in accordance with the attached service report for the specified Service Outlet and output.

4.9 Managing fluctuations

- (a) If, in relation to the delivery of any of the Services, a Funding Schedule specifies outputs, output measures and output reporting, You may allocate an unused portion of a Service User's individual output allocation to other Service Users who are in receipt of Services under the same Funding Schedule, on a one-off basis and for a period of no more than 12 weeks.
- (b) If You allocate an unused portion of an individual output allocation under clause 4.9(a), You must, for each affected Service User:
 - (i) use an Individual Support Plan to manage fluctuations in the output quantities delivered to the Service User;
 - (ii) in consultation with the Service User, regularly review and maintain the Individual Support Plan to reflect the Service User's changing needs; and
 - (iii) document any changes to the output quantities delivered to the Service User in the Individual Support Plan including:
 - A. the portion of the Service User's individual output allocation that will be unused in the period for which it was provided; and
 - B. the Service User's agreement that they do not require the total individual output allocation.

4.10 Changed Support Needs

- (a) If You reduce or cease to deliver Services to a particular Service User or a particular Service User elects to cease receiving Services from You, We may, by giving You notice:
- (i) immediately stop the Funding or relevant part of the Funding relating to that Service User; and
 - (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.

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

- (b) If, under clause 4.10(a):
- (i) part of the Funding under the Funding Schedule is stopped, Our notice to You will notify You about the reduced amount of the Funding and changed scope of the Services (if any) and the Service Agreement will be deemed varied in accordance with the notice; and
 - (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 Policies

You must have, maintain, implement and act in accordance with policies consistent with the Critical Incident Reporting Policy and the Abuse Neglect and Exploitation Policy.

4.12 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 We stop some, but not all, of the Funding under a Funding Schedule, 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.

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:

“**Abuse Neglect and Exploitation Policy**” means Our policy about abuse neglect and exploitation, currently titled ‘*Abuse Neglect and Exploitation Policy*’ dated 13 June 2007, published on Our Website;

“**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;

“**Consumer**” means a person with a ‘disability’, within the meaning of the *Disability Services Act 2006*, as amended from time to time, to whom You deliver Services;

“**Critical Incident Reporting Policy**” means Our policy about critical incident reporting, currently titled ‘*Critical Incident Reporting Policy (DSQ Provided Services) 2008*’ dated 11 November 2008, published on Our Website;

“**DS NMDS**” means Disability Services National Minimum Data Set, being the annual collation of nationally comparable data relating to Disability Services prepared for the Commonwealth for which information is gathered under the National Disability Agreement;

“**Individual Support Plan**” means a document in writing (as amended from time to time) between You and a Service User, their family, guardian, advocate or financial manager about the disability services to be delivered to the Service User and how those services will be delivered to meet the Service User’s identified goals;

“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;

“Our Website” means the website at [‘http://www.communities.qld.gov.au’](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 2.0, 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 Outlet” means a place at or through which any of the Services are delivered; and

“Standard Terms” means the document titled ‘*Service Agreement - Standard Terms*’ version 1.0, published on the website at [‘http://www.hpw.qld.gov.au’](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)

a duly authorised person, in the presence of:

(signature of witness)

(name of witness)

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)

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(signature)

(date)

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(signature)

(date)

[OR INSERT EXECUTION CLAUSE – Company. DELETE THIS TEXT]

SIGNED for and on behalf of
[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 number as per cover page in bold eg. **DS666000**].

2. IMPORTANT DATES

Schedule Start Date	
Schedule End Date	
Establishment Date	Not applicable

3. SERVICE OUTLETS

Refer to item 6.1

4. FUNDING UNDER FUNDING SCHEDULE

Refer to item 6.1

5. FUNDING DETAILS

Refer to item 6.1

6. DETAILS ABOUT FUNDING AND SERVICES

6.1. Services, Funding, outputs, output measures and output quantities

The Services to be delivered are 'disability services' within the meaning of the *Disability Services Act 2006* and comprises the specific 'Outputs' detailed below, as defined in the *Disability Services Output and Output Measures List* version [insert], published on Our Website. The Funding We will provide in relation to Your delivery of those Services is also set out below.

Total Recurrent Funding per Financial Year \$ [insert] (Includes all recurrent individual and block funding allocations) Output List (excluding Initiative Specific)					
Region	Service Outlet ID	Output (DS NMDS code)	Output Measure	Quantity (per annum)	Minimum number of service users

Service Users with Individual Funding Allocations							
Region	Service Outlet ID	Disability Service Reference Number	First name	Surname	Output (DS NMDS code)	Output Measure	Quantity (per annum)

Service Users with Block Specified Funding Allocations							
Region	Service Outlet number	Disability Service Reference Number	First name	Surname	Output (DS NMDS code)	Output Measure	Quantity (per annum)

Initiative Specific Individual Funding Allocations							
Region	Service Outlet number	Disability Service Reference Number	Surname	Initiative Name	Output (DS NMDS code)	Output Measure	Quantity (per annum)

One-off Individual Funding Allocations									
Region	Service Outlet number	First Name	Surname	Start Date	End Date	Funding	Output (DS NMDS code)	Output Measure	Quantity (per one-off period)

One-off Block Funding Allocations								
Region	Service Outlet number	Start Date	End Date	Funding	Output (DS NMDS code)	Output Measure	Quantity (per one-off period)	Minimum number of service users

6.2. Deliverables

The required Deliverables for the Services are the 'Quantities' specified in item 6.1.

6.3. Service Delivery Requirements

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

Document name	Document sections

7. REPORTING REQUIREMENTS

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

7.1. Data, statements and reports You are to submit

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

	Reporting period and due date	Details and standard of reporting	Lodgement
[Delete any prepopulated reports that aren't relevant. DELETE THIS ROW]			
DS NMDS Transmissions	Reporting period: Quarterly Due date: Within 28 days after the end of each quarter	You must provide for each Service User, all the information requested in the Service User section of the <i>Disability Services NMDS Data Guide</i> , published on Our Website.	On-line (ODC) – website https://odc.disability.qld.gov.au or Electronic (own system) – Email: cstdanmdstata@disbility.qld.gov.au
Directors' Certification	Reporting period: Quarterly Due date: Within 28 days after the end of each quarter	You must complete and submit* the form titled ' <i>Directors' Certification</i> ' available on Our Website. <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 complete and submit one organisational-level Directors' Certification for each reporting period.</i> The <i>Directors' Certification</i> must be signed by two members of Your executive or management committee responsible for Your activities.	Emailed to: dsggrants@communities.qld.gov.au or Faxed to: Funding Administration 3224 8103 or Posted to: Funding Administration Department of Communities, Child Safety and Disability Services GPO Box 806 BRISBANE QLD 4001
Service Report (only if required at Item 6.1)	Reporting Period: In accordance with the template provided at Attachment 1	In accordance with the template provided at Attachment 1.	Emailed to: DS_OTIS@communities.qld.gov.au or

	<p>Due date:</p> <p>In accordance with the template provided at Attachment 1</p>		<p>Faxed to:</p> <p>Funding Administration 3224 8103</p> <p>or</p> <p>Posted to:</p> <p>Funding Administration Department of Communities, Child Safety and Disability Services GPO Box 806 BRISBANE QLD 4001</p>
<p>Financial statements</p>	<p>Reporting period:</p> <p>Annual</p> <p>Due date:</p> <p>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</p>	<p>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>.</p> <p>Financial Statements Requirement 1 of 2</p> <p>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:</p> <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> <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; 	<p>Emailed to:</p> <p>dsggrants@communities.qld.gov.au;</p> <p>or</p> <p>Faxed to:</p> <p>Funding Administration 3224 8103</p> <p>or</p> <p>Posted to:</p> <p>Funding Administration Department of Communities, Child Safety and Disability Services GPO Box 806 BRISBANE QLD 4001</p>

		<p>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> <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> <p>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:</p> <p>i. statement of profit and loss; ii. statement of assets and liabilities; iii. directors' statement/declaration; and iv. independent audit report.</p> <p><i>*Note: refer to Our sample Special Purpose Financial Report available on Our website, which is, provided as a guide only.</i></p>	
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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
Recurrent Funding approved as at Schedule Start Date	Unless otherwise notified by Us to You, the first quarterly instalment of any Recurrent Funding approved as at the Schedule Start Date will be paid within 28 days after the Schedule Start Date. Provided that You are up-to-date with the Reporting Requirements, each remaining quarterly instalment will be paid to You within 28 days after You have submitted all data, statements and reports that You are required to submit during, or in relation to, the immediately preceding quarter.
Recurrent Funding approved after Schedule Start Date	Unless otherwise notified by Us to You, the first quarterly instalment of any Recurrent Funding approved after the Schedule Start Date will be paid on a pro rata basis, within 28 days after the acceptance of the Recurrent Funding. Provided that You are up-to-date with the Reporting Requirements, each remaining quarterly instalment will be paid to You within 28 days after You have submitted all data, statements and reports that You are required to submit during, or in relation to, the immediately preceding quarter.
One-off Funding	One-off Funding will be paid to You in the manner and instalments as notified by Us to You.

9. SPECIAL CONDITIONS

The following Special Conditions apply:

Not applicable

10. ATTACHMENTS

Attachment	Name	Reference