

# Particulars

(Service Provision)

Version 1.3

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## THE PARTIES

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

and

<b>Funded Organisation</b>	
<b>ABN/ACN</b>	
<b>Org. number</b>	
<b>Agreement number</b>	

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## 1. IMPORTANT INFORMATION

- (a) These Particulars must be read together with the Short Form Terms and Conditions.
- (b) Some capitalised terms used in these Particulars are defined at item 12.

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## 2. IMPORTANT DATES

<b>Services Start Date*</b>	
<b>Agreement Expiry Date</b>	

*\*Note: The Services Start Date is relevant to when payments of the Funding will start and when You must start delivery of the services. See 'Timing of Payments' in item 4 and the 'Special Conditions' in item 10.*

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## 3. SERVICE OUTLET

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

<b>Service outlet number</b>	<b>Service outlet</b>	<b>Departmental region where service outlet is located</b>

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

*Note: These are Your details in relation to delivery of the services under this Agreement. Address and contact details for the Agreement generally, including giving and receiving notices, are specified in item 11 of these Particulars.*

#### 4. FUNDING

<b>Funding stream</b>					
<b>Total Funding under Agreement (excl. GST)</b>	\$				
<b>Funding details (excl. GST)</b>	<table border="1"> <tr> <td style="background-color: #e0e0e0;">per-annum</td> <td>\$</td> </tr> <tr> <td style="background-color: #e0e0e0;">one-off</td> <td>\$</td> </tr> </table>	per-annum	\$	one-off	\$
per-annum	\$				
one-off	\$				
<b>Timing of payments</b>	<p><b>Per-annum</b></p> <p><b>[Select one option only, DELETE all other options. DELETE this text.]</b></p> <p><b>[Option 1: Quarterly Payments with Quarterly Reporting Requirements. DELETE this heading]</b></p> <p>The first quarterly instalment will be paid within 28 days after the Services 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 met Your Reporting Requirements for the immediately preceding quarter, as specified in item 9.</p> <p><b>[Option 2: Quarterly Payments with Annual Reporting. DELETE this heading]</b></p> <p>The first quarterly instalment will be paid within 28 days after the Services 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 the commencement of the relevant quarter.</p> <p><b>[Option 3: Annual Payments with Annual Reporting. DELETE this heading]</b></p> <p>Annual payments will be prorated for the financial year. The first annual instalment will be paid within 28 days after the Services Start Date. Provided that You are up-to-date with the Reporting Requirements, each remaining annual instalment will be paid to You in advance, within 28 days after receipt of the [insert report that trigger annul payments].</p> <hr/> <p><b>One-off Funding</b></p> <p><b>[Select one option only, DELETE all other options. DELETE this text.]</b></p> <p><b>[Option 1: DELETE this heading]</b></p> <p>Not applicable</p> <p><b>[Option 2: DELETE this heading]</b></p> <p>One-off Funding will be paid to You in a single instalment, within 28 days after the Services Start Date.</p> <p><b>[Option 3: DELETE this heading]</b></p> <p>One-off Funding will be paid to You in a single instalment, within 28 days after achievement of [insert milestone(s)].</p>				

#### 5. FUNDED PURPOSE

The Funded Purpose is the delivery of the services specified at item 6 [insert the following additional text if relevant 'and the purchase of the asset(s) specified at item 8.']

#### 6. SERVICES TO BE DELIVERED

The services to be delivered, including the Service Users, Deliverables and Service Delivery Requirements are specified below.

**[insert text or table]**

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## 7. QUALITY STANDARDS

- (a) The Quality Standards are the Human Services Quality Standards.
- (b) You may be required to demonstrate or provide evidence that the services comply with the Quality Standards referred to in item 7(a). We will notify You if You are required to demonstrate compliance and how You must demonstrate compliance, which may be through certification, self-assessment or mutual recognition with other current accreditation or certification.

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## 8. ASSETS TO BE PURCHASED WITH THE FUNDING

Description of asset	Funding amount (excl. GST)
	\$

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## 9. REPORTING REQUIREMENTS

This item sets out the Reporting Requirements for the Funding, which must be met to Our satisfaction.

	Reporting period and due date	Details and standard of reporting	Lodgement
<b>Directors' Certification</b>	<b>Reporting period:</b> [insert] <b>Due date:</b> [insert]	You must complete and submit the form titled 'Directors' Certification' available on Our Website.  <i>*Note: If You have more than one Service Agreement or Short Form 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.  If Funding is provided for part of the reporting period, <i>the Directors' Certification</i> must still be submitted for the relevant part of that reporting period.	[insert]
[insert]	<b>Reporting period:</b> [insert] <b>Due date:</b> [insert]	[insert]	[insert]

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## 10. SPECIAL CONDITIONS AND OTHER MATTERS

### 10.1 Commencement of services

You must start delivering the services specified in item 6 from the Services Start Date.

### 10.2 Accountability for Funding

- (a) You must maintain accurate records and accounts of expenditure in relation to the Funding.
- (b) You must provide Us with all financial information We request in relation to the Funding.

- (c) We may conduct audits of Your records and financial accounts in relation to the Funding and You must make available all information that We, or Our auditors, request in relation to any such audit.

### 10.3 Other Insurance

Not applicable

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## 11. NOTICE DETAILS

### 11.1 Sending notices

- (a) Any notice to be given under the Agreement must be in writing and addressed and forwarded to the relevant address and contact officer set out in item 11.2, or as otherwise notified by a party to the other.
- (b) A notice may be delivered by hand, sent by post, facsimile or electronic mail to the address of the party to which it is sent and will be deemed to be received:
- (i) if delivered by hand, on the date of delivery;
  - (ii) if sent by post within Australia, two business days after the date on which it was sent;
  - (iii) if transmitted by facsimile, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient; and
  - (iv) if transmitted by electronic mail, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

### 11.2 Address details

You

<b>Your contact officer (person and/or position)</b>	
<b>Postal address</b>	
<b>Telephone number</b>	
<b>Fax number</b>	
<b>E-mail address</b>	

Us

<b>Our contact officer (person and/or position)</b>	
<b>Postal address</b>	
<b>Telephone number</b>	
<b>Fax number</b>	
<b>E-mail address</b>	

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## 12. DEFINITIONS FOR PARTICULARS

In these Particulars, unless otherwise stated or a contrary intention appears:

“**Geographic Catchment Area**”, if specified at item 6, means:

- (a) if the Funding is from the community services or community care funding streams, the area or areas where the services are to be delivered, which, unless described otherwise, correspond to the Australian Bureau of Statistics Statistical Areas; and
- (b) if the Funding is from the child safety funding stream, the area or areas where the services are to be delivered, which, unless described otherwise, correspond to Our child safety service centre catchment areas or Australian Bureau of Statistics Statistical Areas;

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

**“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 2.1, published on Our Website;

**“Services Start Date”** means the Services Start Date specified in item 2; and

**“Short Form Terms and Conditions”** means the document titled ‘(Short Form) Terms and Conditions’ 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.

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

# 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)

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

**[EXECUTION CLAUSE – Entity Other Than A Company. 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  
**[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)