

Particulars

(Service Provision)

Version 1.1

THE PARTIES

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

and

Funded Organisation	[insert] [NB: This template must <u>not</u> be used for services that are required to demonstrate compliance with the HSQF Quality Standards through auditing and certification. As these services are deemed In-Scope for Certification they are <u>not</u> considered low risk. For these services use the FSD/Funding Schedule templates, irrespective of the funding amount. If the HSQF status is unknown or uncertain please contact the HSQF team. DELETE this note.]
ABN/ACN	[insert]
Org. number	[insert]
Agreement number	[for Community Services insert schedule number and for Community Care or Disability Services insert Grant ID(s)]

1. IMPORTANT INFORMATION

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

2. IMPORTANT DATES

Services Start Date*	[insert a date in dd/mm/yyyy format]
Agreement Expiry Date	[insert a date in dd/mm/yyyy format]

*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.

[For items 3-9 (excluding item 7) listed below, if the table/text is not relevant delete and add the words 'Not applicable' or replace with alternative table/text. Note: the item number and heading must be kept. DELETE this text.]

3. SERVICE OUTLET

- Your service outlet details for the delivery of the services, as they appear on Our online reporting system (OASIS), are set out below.

Service outlet number	Service outlet	Departmental region where service outlet is located
[insert]	[insert]	[insert]

- (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, are current on Our online reporting system (**OASIS**).

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

Funding stream	[insert relevant funding stream e.g. 'communities' OR 'disability services' OR 'seniors'. Do not use title case as the funding streams are not defined.]	
Total Funding under Agreement (excl. GST)	[\$[insert total amount (incorporating per annum funding x agreement period + one-off funding)]	
Funding details (excl. GST)	per-annum	\$ [insert amount]
	one-off	\$ [insert amount]
Timing of payments	<p>Per-annum</p> <p>[Refer to the Business Rules for use of Short Form Agreement. Select one option and DELETE all other options. DELETE this text.]</p> <p>[Option 1: Quarterly Payments with Quarterly Reporting Requirements. Generally for funding over \$50,000 pa. DELETE this heading.]</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 9.2</p> <p>[Option 2: Quarterly Payments with Annual Reporting. Generally for funding under \$50,000 pa. Note: Funding and Procurement Services prefers the use of options 1 & 3. Funding and Procurement Services prior to selecting this option. DELETE this heading.]</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>[Option 3: Annual Payments with Annual Reporting. Generally for funding under \$50,000 pa. DELETE this heading.]</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 triggers annual payment].</p> <hr/> <p>One-off Funding</p> <p>[Select one option only, DELETE all other options. DELETE this text.]</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 Services 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>	

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.

6.1 Description of services

Service Users	[insert]
Service type(s)	[insert]
Service particulars	[insert text – see note below OR insert 'Not applicable'] [Note: The amount of text included here should be kept to a minimum. Only include information that is unique to the particular service outlet, critical to the agreement and supported by the relevant program area for inclusion. Information that is generic to the service type/Service User will be found in the relevant Investment Specification and should not be duplicated here. Information that has no contractual value or purpose should not be added. Any defined terms must be written in capital letters e.g. Funding, Service Users, You, Us, etc. The word 'services' is not defined in the Short Form Agreement and should therefore be used in lower-case unless at the start of a sentence. DELETE this note.]
Geographic Catchment Area	[insert either SAs – see note below OR insert 'statewide'] [Note: when describing Geographic Catchment Area in terms ABS Statistical Areas insert a lead in sentence, for example: ABS Statistical Areas Level 2 (SA2s): 303011047 Camp Hill 303011048 Cannon Hill Use 9-digit number & name and/or ABS Statistical Areas Level 3 (SA3s): 30301 Carindale Use 5-digit number & name and/or ABS Statistical Areas Level 4 (SA4s): 303 Brisbane-South Use 3-digit number & name etc]
Operating hours	[insert for example: Monday to Friday, 9:00am to 5:00pm]
After hours and closure arrangements	[insert]

6.2 Deliverables

The required Deliverables for the services are specified in the table below.

Service User code	Service type code	Output	Quantity per annum	Number of Service Users	Funding amount per annum (excl. GST)
[insert]	[insert]	[insert]	[e.g. 200 hours]		\$(insert)

[insert]	[insert]	[insert]	[insert quantity and measure]		\$(insert)
				Total amount	\$(insert)

6.3 Service Delivery Requirements

In delivering the services, You must:

- (a) comply with all provisions titled (or that include in the title) 'Requirement'; and
- (b) give consideration to all provisions titled (or that include in the title) 'Consideration',

in the sections of the document(s) specified in the table below, published on Our Website*.

Document name	Document section
[insert name and version of the Investment Specification in <i>italics</i> , Title Case]	[insert]

* Note: If You cannot locate a document on Our Website, please contact Us and We will assist You or provide You with a copy of the document.

7. QUALITY STANDARDS

7.1 Quality Standards

The Quality Standards are the Human Services Quality Standards.

7.2 Assessment of compliance

- (a) 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.
- (b) Subject to item 7.2(c), for services that are Self-Assessable, You must:
 - (i) self-assess whether the 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) promptly and, in any case, immediately upon request, provide a copy of Your self-assessment to Us.
- (c) Item 7.2(b) does not apply if You hold any current certification with Us that human services that You deliver comply with the Quality Standards.
- (d) For services that are of a type described in item 7.2(a)(iii), You must:
 - (i) 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
 - (ii) maintain that accreditation or certification until the Agreement Expiry Date.

8. ASSETS TO BE PURCHASED WITH THE FUNDING

Description of asset	Funding amount (excl. GST)
[insert OR delete table and insert 'Not applicable']	\$(insert)

9. REPORTING REQUIREMENTS

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

9.1 Performance measures

You must collect and report on the following performance measurement data in relation to the services. The table in item 9.2 contains the requirements for reporting on this performance measurement data.

Service User code	Service type code	Output measures	
[insert]	[insert]	[insert code]	[insert measure]
[insert]	[insert]	[insert code]	[insert measure]
Service User code	Service type code	Throughput measures	
[insert]	[insert]	[insert code]	[insert measure]
[insert]	[insert]	[insert code]	[insert measure]
Service User code	Service type code	Demographic measures	
[insert]	[insert]	[insert code]	[insert measure]
[insert]	[insert]	[insert code]	[insert measure]
Service User code	Service type code	Outcome measures	
[insert]	[insert]	[insert code]	[insert measure]
[insert]	[insert]	[insert code]	[insert measure]
Service User code	Service type code	Other measures	
[insert]	[insert]	[insert code]	[insert measure]
[insert]	[insert]	[insert code]	[insert measure]

9.2 Data, statements and reports You are to submit

You must submit the data, statements and/or 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
<p>[Delete any prepopulated reports that aren't relevant. Ensure that selected reports align with the option selected at item 4 (timing of payment). Insert any additional program specific reporting requirements. DELETE this row.]</p>			
<p>Performance Measurement Data</p>	<p>Reporting period: [insert either 'quarterly' or 'annual']</p> <p>Due date:</p>	<p><i>Performance Measurement Data</i> as specified in item 9.1 must be collected in accordance with the counting rules contained in the Outputs and Performance Measures Catalogue available on Our Website and any data requirement contained in the applicable</p>	<p>Submitted via Our Online Reporting System (OASIS).</p>

	[if quarterly insert 'within 28 days after the end of each quarter OR if annual insert 'by the 28 th of July of each year']	investment specification document listed at item 6.3.	
Directors' Certification [Do NOT delete this requirement or negate the requirement with the words 'not applicable'. DELETE this text.]	Reporting period: [insert either 'quarterly' OR 'annual'] Due date: [if quarterly insert 'within 28 days after the end of each quarter OR if annual insert 'by the 28 th of July of each year']	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>	Submitted via Our Online Reporting System (OASIS).
[insert type/name of report in italics or delete this row]	Reporting period: [insert] Due date: [insert]	[insert any specific requirements around the content of the report]	[insert where the report should be sent or submitted]

10. SPECIAL CONDITIONS AND OTHER MATTERS

10.1 Special Conditions – Standard

- (a) You must start delivering the services specified in item 6 from the Services Start Date.
- (b) You must maintain accurate records and accounts of expenditure in relation to the Funding for at least 7 years from the end of this Agreement.
- (c) You must provide Us with all financial information We request in relation to the Funding.
- (d) 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.

10.2 Special Conditions – Additional

Not applicable

[DELETE this text: Additional Special Conditions can only be inserted at cl. 10.2 with the approval of the relevant Program Area and Legal Services. A copy of the approvals must be kept on file. If adding more than one additional condition, ensure each condition is numbered e.g. (a), (b), (c) etc and indented correctly. Numbering is not required when adding only one additional condition and the text is not indented.]

10.3 Other Insurance

Not applicable

10.4 Departures from Short Form Terms and Conditions

Not applicable

[DELETE this text: cl.10.4 must not be amended in any way.]

11. NOTICE DETAILS

You

Your contact officer (person and/or position)	[insert]
Postal address	[insert]
Telephone number	[insert]
Fax number	[insert]
E-mail address	[insert]

Us

Our contact officer (person and/or position)	[insert]
Postal address	[insert]
Telephone number	[insert]
Fax number	[insert]
E-mail address	[insert]

12. DEFINITIONS FOR PARTICULARS

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

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

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

“**Online Reporting System**” means Our online reporting system for the electronic lodgement of data and reports under the Reporting Requirements, which system includes **OASIS** available at: <http://www.communities.qld.gov.au/gateway/funding-and-grants/online-acquittal-support-information-system-oasis>;

“**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 5.0, 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;

“**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 1.2, published on the website at <http://www.hpw.qld.gov.au/SiteCollectionDocuments/UpdatedShortFormtermsandconditions.pdf> 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, Disability
Services and Seniors 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]

[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 **[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)