

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 | [insert schedule number] |

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.

3. SERVICE OUTLET

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

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

- 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.

[Additional rows can be added to the service outlet table above for organisational-level Short Form Agreements – refer to the Business Rules for use of Short Form Agreement. DELETE this text.]

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>[Select one option only, DELETE all other options. DELETE this text.]</p> <p>[Option 1: Quarterly Payments with Quarterly Reporting Requirements. 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.</p> <p>[Option 2: Quarterly Payments with Annual Reporting. Note: Procurement Services preference is to use either Option 1 or 3. Contact Procurement Services prior to selecting Option 2. 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. 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 trigger annul payments].</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.

[insert text or table]

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.

| | Reporting period and due date | Details and standard of reporting | Lodgement |
|--|---|--|---|
| Directors' Certification [Do NOT delete this] | Reporting period: [insert either 'quarterly' or | You must complete and submit the form titled 'Directors' Certification' available on Our Website. <i>*Note: If You have more than one Service Agreement</i> | [insert where the report should be sent or submitted. Refer to the relevant Funding and Service Details for |

| | | | |
|--|---|---|--|
| requirement or negate the requirement with the words 'not applicable'. DELETE this text.] | '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'] | <i>or Short Form Agreement with Us, You are only required to complete and submit one organisational-level Directors' Certification for each reporting period.</i> | lodgement details] |
| [insert type/name of report in italics or delete this row and add] | 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”, if specified at item 6, 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;

“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)