



Service Agreement – Funding and Service Details

Community Care

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 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 4.5 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 Review against Quality Standards or Home Care Standards

- (a) Subject to clause 4.2(b), You must participate in a review of the Services for compliance with the Quality Standards. This review will be undertaken by an independent auditing body appointed by Us at least once every three years. You will be notified at least 20 Business Days prior to a review being undertaken.

- (b) If You notify Us that the Services have been reviewed by an independent auditing body against the Home Care Standards and provide the results of that review to Us, including any formal audit report prepared by the auditing body, We may accept that review as wholly or partly satisfying the requirements of clause 4.2(a), provided that, where We do so, We may impose additional review requirements.
- (c) You agree that:
 - (i) any body that conducts a review under clauses 4.2(a) or 4.2(b) 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 review; and
 - (ii) We may use any such report or information as part of Our standard and performance monitoring to ensure that You are complying with Your obligations under the Service Agreement.

4.3 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 Funded Service Type under that Funding Schedule; and
 - (ii) up to 5% of the specified aggregate quantity of outputs for a Funded Service Type, except Service Type 5, to outputs for other Funded Service Types 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)

4.4 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.

4.5 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:

“**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;

“**Funded Service Type**” means a Service Type comprising part of the Services that We are providing Funding towards;

“**Geographic Catchment Area**” means the area where Services are to be delivered and generally described in terms of the Australian Bureau of Statistics Statistical Areas;

“**Home Care Standards**” means the standards for the provision of Community Care services prescribed by the Australian Government dated October 2010, published on the website at [‘http://www.health.gov.au/HomeCareStandards’](http://www.health.gov.au/HomeCareStandards) or such other website as We may from time to time notify You;

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

“**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;

“**Service Type**” means a Community Care service type, as specified in clause 4.3(b);

“**SPID**” means Our identification number for the person, service outlet or place through or at which You deliver Services; 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 e.g. CC666000]**.

2. IMPORTANT DATES

Schedule Start Date	
Schedule End Date	
Establishment Date	Not applicable

3. SERVICE OULETS

(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)
[insert year e.g. 2014/15] Operating	[\$[insert]]
[insert year e.g. 2015/16] Operating	[\$[insert]]
[insert year e.g. 2016/17] Operating	[\$[insert]]
Total operating	[\$[insert]]

5.2. One-off Funding

(a) One-off Funding for purchase of Assets

SPID	Description	Funding amount (excl. GST)

(b) Other one-off Funding

SPID	Description	Funding amount (excl. GST)

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 (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)

Geographic Catchment Area:

**Note: Refer to clause 4.3 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, version 2, April 2014.

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 that service type 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 service type
Instance	Number of items supplied
Quantity	The number of hours/meals/trips/instances of service provided to Service Users for that service type 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 MDS Database: mdssubmission@haccmds.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 month period	You must submit the Performance Reports as indicated (✓) below: <input type="checkbox"/> <i>2D - Information, Education and Training Services (Statewide)</i> using the template attached to this Funding Schedule. <input type="checkbox"/> <i>2E - Access Point Performance Framework</i> using the template available on our Website.	Emailed to: communitycare-admin@communities.qld.gov.au

		<input type="checkbox"/> 3 - <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 4.3 of the Funding and Service Details.	
<p>Financial Acquittals - Periodic (not required if You receive less than \$50,000 per annum)</p> <p>[option 1 of 2 - see other option below. DELETE this text]</p>	<p>Reporting period: 6 monthly 1 Jul – 31 Dec 1 Jan – 30 Jun</p> <p>Due date: Within 28 days after the end of each 6 month period</p>	<p>You must submit <i>Financial Acquittals – Periodic</i> reports using template 4-<i>Periodic Financial Report</i> available on Our Website.</p>	<p>Emailed to: communitycare-admin@communities.qld.gov.au</p>
<p>Financial Acquittals - Periodic (not required if You receive less than \$50,000 per annum)</p> <p>[option 2 of 2 - see other option above. DELETE this text]</p>	<p>Reporting period: 6 monthly 1 Jul – 31 Dec 1 Jan – 30 Jun</p> <p>Due date: Within 28 days after the end of each 6 month period</p>	<p>You must submit <i>Financial Acquittals – Periodic</i> reports for the Funding received from Us under this Funding Schedule, which acquittal must:</p> <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><small>*Note: refer to Our sample <i>Special Purpose Financial Report</i> available on Our Website, which is, provided as a guide only.</small></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>	<p>Emailed to: communitycare-admin@communities.qld.gov.au</p>
<p>Financial Statements</p>	<p>Reporting period: Annual</p> <p>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</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)</i>, <i>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 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 	<p>Emailed to: dsggrants@communities.qld.gov.au</p>

		<p><i>Special Purpose Financial Report</i> (see below), as determined to be appropriate for You; and</p> <p>b. prepared in accordance with the <i>Australian Statements of Accounting Concepts</i> and <i>Australian Accounting Standards</i>.</p> <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> <p>a. accrual accounting;</p> <p>b. compliance with classification, recognition and measurement guidance of the <i>Australian Accounting Standards</i> and other mandatory reporting requirements; and</p> <p>c. disclosure necessary to give a ‘true and fair view’ or ‘present fairly’ so as to ensure financial reports are not misleading.</p> <p>Any <i>Special Purpose Financial Report</i> must include:</p> <p>a. statement of profit and loss;</p> <p>b. statement of financial position;</p> <p>c. statement of cashflows;</p> <p>d. notes to and forming part of the financial statements;</p> <p>e. directors’ statement/declaration;</p> <p>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</p> <p>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>;</p> <p>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</p> <p>c. include:</p> <p style="margin-left: 20px;">i. statement of profit and loss;</p> <p style="margin-left: 20px;">ii. statement of assets and liabilities;</p> <p style="margin-left: 20px;">iii. directors’ statement/declaration; and</p> <p style="margin-left: 20px;">iv. independent audit report.</p>	
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		<i>*Note: refer to Our sample Special Purpose Financial Report available on Our website, which is, provided as a guide only.</i>	
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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:

Not applicable

10. ATTACHMENTS

Attachment	Name	Reference