|  |  |
| --- | --- |
| **Department of Seniors, Disability Services and Aboriginal and Torres Strait Islander Partnerships** | QLD-GOV-Crest |

Service Agreement – Funding and Service Details

Seniors

**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 Seniors, Disability Services and Aboriginal and Torres Strait Islander Partnerships  ABN 25 791 185 155 |

**and**

|  |  |
| --- | --- |
| **Funded organisation** |  |
| **ABN/ACN** |  |
| **Service Agreement number** | **con\_** |

# Formation of Service Agreement

## Service Agreement

* + 1. A Service Agreement will be formed when these Funding and Service Details have been signed by both parties.
    2. 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).*

## Commencement and duration

|  |  |
| --- | --- |
| **Agreement Commencement Date** |  |
| **Agreement Expiry Date** |  |

## Funding Schedules

Each attached Funding Schedule prescribes:

1. Funding that We will provide to You, including the basis on which the Funding will be paid; and
2. the Services that You must deliver, specified in item 6.1.

## Further versions and variation of terms

1. 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:
   * + 1. We may, from time to time, issue or approve a new version of that document, specification, guideline, policy, standard, framework or scheme;
       2. 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
       3. 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.

1. 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.
2. Nothing in 1.4(a) or (b) will limit or affect any right of action or remedy that has accrued as at the date that the:
   * + 1. new version of a document, specification, guideline, policy, standard, framework or scheme; or
       2. varied clause 3 (Departures from Standard Terms), clause 4 (Specific Terms of Funding) or clause 5 (Definitions and interpretation),

takes effect.

# Address and Contact details

## Your address and Your Contact Officer

|  |  |
| --- | --- |
| **Your Contact Officer**  **(person and/or position)** |  |
| **Postal address** |  |
| **Telephone number** |  |
| **Fax number** |  |
| **E-mail address** |  |

## 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.*

# Departures from Standard Terms

## Clauses in Standard Terms that do not apply

The following clauses in the Standard Terms do not apply to the Service Agreement:

***Not applicable***

## 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 4.3(e) of these Funding and Service Details. |

# Specific Terms of Funding

* 1. **Quality Standards**

The Services must be delivered in compliance with the Quality Standards unless We notify You otherwise.

* 1. **Assessment of compliance**
     1. You may be required to demonstrate or provide evidence that Services are being delivered in compliance with the Quality Standards.
     2. The Quality Framework\* specifies the types of human services:
        1. that are In-Scope for Certification;
        2. that are Self-Assessable; or
        3. 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.*

* + 1. 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.
  1. **Certification**
     1. For Services that are In-Scope for Certification as at the Schedule Start Date, You must achieve Certification covering the Services by the earlier of:
        1. the completion of the first Certification Audit of You to occur after the Schedule Start Date; or
        2. 18 months after the Schedule Start Date,

unless We consider that achieving Certification within that timeframe is not appropriate or reasonably achievable and We agree a different timeframe with You.

* + 1. For Services that become In-Scope for Certification at a date after the Schedule Start Date, You must achieve Certification covering the Services by the earlier of:
       1. the completion of the first Certification Audit of You to occur after that date; or
       2. 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.

* + 1. You must maintain all required Certification for the remainder of the Term.
    2. You must cooperate with any Certification body in relation to any Certification Audit or other process under the Certification Scheme.
    3. If You fail to achieve Certification within the timeframe required under clauses 4.3(a) or (b) or Certification is withdrawn, then, despite anything elsewhere in the Service Agreement, We may, by giving You notice, immediately suspend the Funding, or 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.
    4. If, under clause 4.3(e):
       1. a Funding Schedule is terminated, the provisions in clauses 13.3(a) and 13.3(c) of the Standard Terms will apply; or
       2. the Service Agreement is terminated, the provisions in clauses 13.3(b) and 13.3(c) of the Standard Terms will apply.
  1. **Self-assessment** 
     1. Subject to clause 4.4(b), for Services that are Self-Assessable:
        1. You must self-assess whether those Services are being delivered in compliance with the Quality Standards, using the self-assessment tool available on or through Our Website or that forms part of any online self-assessment system that We notify You to use instead and in all cases in accordance with the Quality Framework; and
        2. You must promptly and, in any case, immediately upon request, provide a copy of Your self-assessment to Us.
     2. Clause 4.4(a) does not apply if You hold any current Certification.
  2. **Other accreditation or certification**

For Services of a type described in clause 4.2(b)(iii), You must:

1. 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
2. maintain that accreditation or certification for the Term.
   1. **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.

* 1. **Audit reports**

You agree that:

* + 1. 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
    2. 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.
  1. **Notification**

Without limiting anything in the Standard Terms, You must immediately notify Us if:

* + 1. You become aware of the death of, or life threatening injury or situation suffered by or involving, a Service User; or
    2. You become aware of an incident described in clause 4.5(d) of the Standard Terms that involves harm, within the meaning of the Child Protection Act, to any Service User who is subject to the Child Protection Act.

# Definitions and interpretation for Funding and Service Details

* 1. In these Funding and Service Details, unless otherwise stated or a contrary intention appears:

**“Approved Form”** means the form approved by Us and provided or notified to You;

**“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 <http://www.jas-anz.com.au> or such other website as We may from time to time notify You;

**“Child Protection Act”** means the *Child Protection Act 1999*, as amended from time to time;

**“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;

**“In-Scope for Certification”** means, subject to clause 4.2(c), human services of a type subject to the audit and Certification requirements of the Certification Scheme, determined under the Quality Framework;

**“JAS-ANZ”** meansthe Joint Accreditation System of Australia and New Zealand;

**“Online Reporting System”** means Our online reporting system for the electronic lodgement of data and reports and which is:

1. subject to subparagraph (b), and unless stated otherwise in the Reporting Requirements, P2i; or
2. as otherwise notified by Us to You from time to time;

**“Our Website”** meansthe website at [Department of Seniors, Disability Services and Aboriginal and Torres Strait Islander Partnerships (https://www.dsdsatsip.qld.gov.au/)](https://www.dsdsatsip.qld.gov.au/) or such other website as We may from time to time notify You;

**“P2i”** means Our reporting system known as ‘Procure to Invest’ and which is available through Our Website or as otherwise notified by Us from time to time;

**“Quality Framework”** means the ‘Human Services Quality Framework’ published on Our Website at the Agreement Commencement Date and includes any new version from time to time notified to You under clause 1.4(a).

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

**“Self-Assessable”** means, subject to clause 4.2(c), human services of a type subject to self-assessment for compliance with the Quality Standards, determined under the Quality Framework; and

**“Standard Terms”** mean the document titled ‘*Service Agreement - Standard Terms*’ version 1.1, published on the website at <http://www.hpw.qld.gov.au/SiteCollectionDocuments/UpdateServiceAgreementStandardTerms.pdf> 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.*

* 1. References to ‘items’ mean items in a Funding Schedule.
  2. 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**,actingthroughthe Department of Seniors, Disability Services and Aboriginal and Torres Strait Islander Partnerships by:  **[insert name]****[insert position]**  a duly authorised person, in the presence of: | )  )  )  )  )  )  )  ) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature of witness) |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (date) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (name of witness) |  |  |

[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) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature of witness) |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (date) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (name of witness) |  |  |

[OR EXECUTION CLAUSE – Company. DELETE THIS TEXT]

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalfof **[insert name of corporation]** in accordance with section 127 of the *Corporations Act 2001* |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature of director/secretary) |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature of director) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (name of director/secretary) |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (name of director) |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (date) |

FUNDING SCHEDULE: con\_

# RELEVANT SERVICE AGREEMENT

This Funding Schedule relates to Service Agreement number **con\_**

# IMPORTANT DATES

|  |  |
| --- | --- |
| Schedule Start Date |  |
| Schedule End Date |  |
| Establishment Date |  |

# SERVICE OUTLETS

1. Your service outlet details for delivery of the Services, as they appear on our Online Reporting System, are set out below.

|  |  |  |
| --- | --- | --- |
| Service outlet number | Service outlet | Departmental region/area where service outlet is located |
|  |  |  |

1. You must not change Your service outlet address or name without Our prior written approval.
2. Our approval may be granted on conditions, which may include, but are not limited to, requiring You to enter into a deed of variation or new Funding Schedule in respect of the changes.
3. If You change any other contact details You must update Your details in the Online Reporting System within 14 days of the change.

Note: These are Your service outlet details in relation to delivery of 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.

# FUNDING UNDER FUNDING SCHEDULE

The Funding We will provide to You under this Funding Schedule is GST exclusive and comprises the Funding amounts set out in more detail in item 5 and to be paid in accordance with item 8.

# FUNDING DETAILS START PRICE LIST TABLE

1 - Per annum Funding or One-off Funding

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Service Type - Service User** | **Description** | **Funding Period \*** | **Funding Type** | **Unit Price (excl. GST)** | **Funding Amount (excl. GST)** |
| 1.1 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| **Funding Amount (excl. GST)** | **Effective Date** | **Currency** |
|  |  | Australian Dollar |

\* Note: This year/period to which Funding relates is included for information. The Funding will be paid in accordance with item 8.

# DETAILS ABOUT SERVICES

## Services

The Services You must deliver are specified below.

|  |  |
| --- | --- |
| Service Types & Service Users | As listed in item 5 (where T-code references the Service Type and U-code references the Service User) |
| Service particulars |  |
| Geographic Catchment Area |  |
| Operating hours |  |
| After hours and closure arrangements |  |

## Deliverables

The required Deliverables for the Services are specified below.

[INSERT DELIVERABLES]

## Service Delivery Requirements

It is a Service Delivery Requirement that, in delivering the Services, You must comply with all requirements (including, where stated, giving due consideration to specified matters) in the sections of the document(s) specified below.

|  |
| --- |
| Document name  Document section  Where located |
| Document Name:  Document Section:  Document Location: published on Our Website |

Note: If You cannot locate a document specified above, please contact Us and We will assist You or provide You with a copy of the document. Refer to clause 1 of the Funding and Service Details about issuing new versions of documents

# REPORTING REQUIREMENTS

The Reporting Requirements for the Funding and the Services contained in this item 7 must be met to Our satisfaction.

## Performance measures

You must collect and report on the following performance measurement data in relation to the Services. The table in item 7.2 contains the requirements for reporting on this performance measurement data.

[INSERT PERFORMANCE MEASURES]

## 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.

[DELETE OR ADD OTHER REPORTING REQUIREMENTS. DELETE THIS TEXT]

|  |  |  |
| --- | --- | --- |
| Performance Measurement Data | | |
| Reporting period and due date | Details and standard of reporting | Lodgement |
| **Reporting period:** | Performance Measurement Data as specified in item 7.1 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 investment specification document listed at item 6.3.  This report must be submitted by one duly authorised officer. | Submitted via Our Online Reporting System. |
| **Due date:** |

|  |  |  |
| --- | --- | --- |
| Financial Statements | | |
| Reporting period and due date | Details and standard of reporting | Lodgement |
| **Reporting period:** | For the Service Agreement, You, as an organisation, are considered by Us to be a 'Reporting Entity' as set out in the Statement of Accounting Concepts (SAC1), Definition of the Reporting Entity prepared by the Public Sector Accounting Standards Board of the Australian Accounting Research Foundation and by the Accounting Standards Review Board.  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:  a. in the form of either a General Purpose Financial Report or a Special Purpose Financial Report (see below), as determined to be appropriate for You; and  b. prepared in accordance with the Australian Statements of Accounting Concepts and Australian Accounting Standards.  *\*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.*  Any Special Purpose Financial Report must adopt the following as minimum reporting standards:  a. accrual accounting;  b. compliance with classification, recognition and measurement guidance of the Australian Accounting Standards 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.  Any Special Purpose Financial Report must include:  a. statement of profit and loss;  b. statement of financial position;  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.  Financial Statements Requirement 2 of 2  You must also provide an Annual Acquittal Statement for the Funding received from Us under this Funding Schedule during each financial year, which acquittal must:  a. be in the form of a Special Purpose Financial Report\*;  b. apply the Australian Statements of Accounting Concepts and Australian Accounting Standards in the same manner to that used to satisfy the requirements for annual financial reporting; and  c. include:  i. statement of profit and loss;  ii. statement of assets and liabilities;  iii. directors’ statement/declaration; and  iv. independent audit report.  *\*Note: refer to Our sample Special Purpose Financial Report available on Our Website, which is, provided as a guide only.*  If You are a local government, tertiary institution or a Queensland statutory body You are only required to provide Us with an Annual Acquittal Statement (Financial Statements Requirement 2). | Submitted via Our Online Reporting System. |
| **Due date:** |

|  |  |  |
| --- | --- | --- |
| One-off or Milestone Reports | | |
| Reporting period and due date | Details and standard of reporting | Lodgement |
| **Reporting period:** |  | Submitted via Our Online Reporting System. |
| **Due date:** |

# TIMING OF FUNDING PAYMENTS

# [AMEND AS REQUIRED. DELETE THIS TEXT]

Payments of the Funding will be made in instalments as follows:

**Per annum Funding** - 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, each remaining quarterly instalment will be paid to You within 28 days after You have submitted all periodic data, statements and reports that You are required to submit during, or in relation to, the immediately preceding period, as specified in item 7.2.

and/or

**One-off and Milestone Funding** - one-off or milestone Funding will be paid to You in a single instalment, within 28 days after submission of any non-periodic data, statements, or reports as specified in item 7.2, if We are satisfied that the material provided demonstrates adequate delivery of the Services in accordance with the Service Agreement.

# SPECIAL CONDITIONS

The following Special Conditions apply:

# ATTACHMENTS

|  |
| --- |
| Attachment  Name  Reference |
|  |