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

Particulars

(Service Provision)

**Version 1.1**

# THE PARTIES

|  |
| --- |
| **STATE OF QUEENSLAND**, through the Department of Seniors, Disability Services and Aboriginal and Torres Strait Islander Partnerships |

**and**

|  |  |
| --- | --- |
| Funded Organisation |  |
| ABN/ACN |  |
| Org. number |  |
| Agreement number |  |

# IMPORTANT INFORMATION

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

# IMPORTANT DATES

|  |  |
| --- | --- |
| Services Start Date\* |  |
| Agreement Expiry Date |  |

\*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.

# SERVICE OUTLET

1. Your service outlet details for the 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 provide Us with updated service outlet details (including service outlet name and relevant address and contact details) if those details change at any time.

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.

# FUNDING

## Funding amount(s)

The Funding We will provide to You is GST exclusive and comprises per-annum/one-off/milestone Funding amounts set out below, to be paid in accordance with item 4.2:

1. Funding Type

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Service Type - Service User** | **Description** | **Funding Period\*** | **Funding Amount (excl. GST)** |
| 1.1 |  |  |  |  |
| 1.2 |  |  |  |  |
|  |  |  |  |  |

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

END PRICE LIST TABLE

\* Note: This year/period to which Funding relates is included for information. The Funding will be paid in accordance with item 4.2.

## Timing of Payments [AMEND AS REQUIRED. DELETE THIS TEXT]

**Per annum Funding** - The first quarterlyinstalment 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 period, as specified in item 9.2.

**One-off Funding** – one-off Funding will be paid to You in a single instalment, in the ‘month/year’ specified in item 4.1 under ‘Funding Period’ or within 28 days from the last date this Agreement is signed, whichever is later.

**Milestone Funding** – milestone Funding will be paid to You in instalments, in the ‘month/year’ specified in item 4.1 under ‘Funding Period’ after submission of reports specified in item 7.2, if We are satisfied that each report provided demonstrates adequate delivery of the services in accordance with the Agreement.

# FUNDED PURPOSE

The Funded Purpose is the delivery of the services specified at item 6 and the purchase of the asset(s) specified at item 8.

# SERVICES TO BE DELIVERED

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

## **D**escription of services

|  |  |
| --- | --- |
| Service Types & Service Users |  |
| Service particulars |  |
| Geographic Catchment Area |  |
| Operating hours |  |
| After hours and closure arrangements |  |

## Deliverables

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

[INSERT DELIVERABLES. DELETE THIS TEXT]

## 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  Where Located: |

\* 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 2.2 of the Short Form Terms and Conditions about issuing new versions of documents.

# QUALITY STANDARDS

## Quality Standards

The Quality Standards are the Human Services Quality Standards.

## Assessment of compliance

1. The Quality Framework specifies the types of human services:
2. that are in-scope for certification;
3. that are Self-Assessable; or
4. 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.
5. Subject to item 7.2(c), for services that are Self-Assessable, You must:
6. 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
7. promptly and, in any case, immediately upon request, provide a copy of Your self-assessment to Us.
8. 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.
9. For services that are of a type described in item 7.2(a)(iii), You must:
10. 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
11. maintain that accreditation or certification until the Agreement Expiry Date.

# ASSETS TO BE PURCHASED WITH THE FUNDING

|  |
| --- |
| Description of asset  Funding amount (excl. GST) |
|  |

# REPORTING REQUIREMENTS

This item sets out the Reporting Requirements for the Funding, which 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 9.2 contains the requirements for reporting on this performance measurement data.

[INSERT MEASURES. DELETE THIS TEXT]

## 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.

[DELETE OR ADD OTHER REPORTING REQUIREMENTS AS REQUIRED. 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 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 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:** |

|  |  |  |
| --- | --- | --- |
| Milestone-related Report | | |
| Reporting period and due date | Details and standard of reporting | Lodgement |
| **Reporting period:** | This report must be submitted by one duly authorised officer. | Submitted via Our Online Reporting System |
| **Due date:** |

|  |  |  |
| --- | --- | --- |
| Unspent Funding | | |
| Reporting period and due date | Details and standard of reporting | Lodgement |
| **Reporting period:** | You must report on unspent Funding for each reporting period by entering ‘*Unspent Funds Balance At Period End*’ and ‘*Unspent Funds Movement During Period*’ in Our Online Reporting System. | Submitted via Our Online Reporting System |
| **Due date:** |

# SPECIAL CONDITIONS AND OTHER MATTERS

## Special Conditions – Standard

1. You must start delivering the services specified in item 6 from the Services Start Date.
2. 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.
3. You must provide Us with all financial information We request in relation to the Funding.
4. 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.

## Special Conditions – Additional

1. Clause 5 (Reporting) in the Short Form Terms and Conditions will survive expiration or termination of the Agreement.

## Other Insurance

Not applicable

## Departures from Short Form Terms and Conditions

Not applicable

# NOTICE DETAILS

**You**

|  |  |
| --- | --- |
| Your contact officer  (person and/or position) |  |
| Postal address |  |
| Telephone number |  |
| E-mail address |  |

**Us**

|  |  |
| --- | --- |
| Our contact officer  (person and/or position |  |
| Postal address |  |
| Telephone number |  |
| E-mail address |  |

# 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 correspond to the Australian Bureau of Statistics Statistical Areas or a group of 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 and which is:

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

**“Our Website”** meansthe website at 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’ version 5.0, published on Our Website;

**“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](http://www.hpw.qld.gov.au/SiteCollectionDocuments/UpdatedShortFormtermsandconditions.pdf%20) 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.

## In these Particulars, unless otherwise stated or a contrary intention appears, reference to an “item” means an item in these Particulars.

# ATTACHMENTS

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

**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:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (name)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (title)  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) |