

# Particulars

(Service Provision)

Version 1.1

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## THE PARTIES

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

and

Funded Organisation	[insert]
ABN/ACN	[insert]
Org. number	[insert]

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## 1. IMPORTANT INFORMATION

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

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## 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.]**

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## 3. SERVICE OUTLET

- (a) 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.*

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## 4. FUNDING

<b>Funding stream</b>	[insert relevant funding stream e.g. 'community services' or 'child safety'. Do not use title case as the funding streams are not defined.]	
<b>Total Funding under Agreement (excl. GST)</b>	\$[insert total amount (incorporating per annum funding x agreement period + one-off funding)]	
<b>Funding details (excl. GST)</b>	per-annum	\$ [insert amount]
	one-off	\$ [insert amount]
<b>Timing of payments</b>	<b>Per-annum</b> <b>[Select one option only, DELETE all other options. DELETE this text.]</b> <b>[Option 1: Quarterly Payments with Quarterly Reporting Requirements. Generally for funding over \$50,000 pa – refer to the Business Rules for use of Short Form Agreement. DELETE this heading.]</b> 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 <b>[Option 2: Quarterly Payments with Annual Reporting. Generally for funding under \$50,000 pa – refer to the Business Rules for use of Short Form Agreement. DELETE this heading.]</b> 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. <b>[Option 3: Annual Payments with Annual Reporting. Generally for funding under \$50,000 pa – refer to the Business Rules for use of Short Form Agreement. DELETE this heading.]</b> 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].	
	<b>One-off Funding</b> <b>[Select one option only, DELETE all other options. DELETE this text.]</b> <b>[Option 1: DELETE this heading]</b> Not applicable <b>[Option 2: DELETE this heading]</b> One-off Funding will be paid to You in a single instalment, within 28 days after the Services Start Date. <b>[Option 3: DELETE this heading]</b> One-off Funding will be paid to You in a single instalment, within 28 days after achievement of [insert milestone(s)].	

## 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]
Geographic Catchment Area	[insert]
Operating hours	[insert]
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)
<b>Total amount</b>					<b>\$(insert)</b>

## 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

- (a) The Quality Standards are the Human Services Quality Standards.
- (b) You may be required to demonstrate or provide evidence that the services comply with the Quality Standards referred to in item 7(a). We will notify You if You are required to demonstrate compliance and how You must demonstrate compliance, which may be through certification, self-assessment or mutual recognition with other current accreditation or certification.

## 8. ASSETS TO BE PURCHASED WITH THE FUNDING

Description of asset	Funding amount (excl. GST)

[insert OR delete table and insert 'Not applicable']	\$[insert]
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## 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
[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. <b>DELETE this row.</b> ]			
<b>Performance Measurement Data</b>	<b>Reporting period:</b>	<i>Performance Measurement Data</i> as specified in item 9.1 must be collected in accordance with the data requirement and	Submitted via Our Online Reporting System ( <b>OASIS</b> ).

	[insert] <b>Due date:</b> [insert]	counting rules contained in the applicable investment specification document listed at item 6.3.	
<b>Directors' Certification</b> <b>[Do not delete this requirement. DELETE this text.]</b>	<b>Reporting period:</b> [insert either 'Annual' OR 'Quarterly'] <b>Due date:</b> [insert either 'within 28 days after the end of each quarter OR 'within 28 days after the end of Your financial year']	You must complete and submit* the form titled ' <i>Directors' Certification</i> ' 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>  The <i>Directors' Certification</i> must be signed by two members of Your executive or management committee responsible for Your activities.	Submitted via Our Online Reporting System ( <b>OASIS</b> ).
<i>[insert type/name of report in italics or delete this row]</i>	<b>Reporting period:</b> [insert] <b>Due date:</b> [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 Commencement of Services

You must start delivering the services specified in item 6 from the Services Start Date.

### 10.2 Accountability of Funding

- (a) You must maintain accurate records and accounts of expenditure in relation to the Funding.
- (b) You must provide Us with all financial information We request in relation to the Funding.
- (c) 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.

### 10.3 Other Insurance

Not applicable

**[DELETE THIS TEXT: Special conditions can only be inserted with the approval of the relevant Program Area and Legal Services. A copy of the approvals must be kept on file.]**

## 11. NOTICE DETAILS

### 11.1 Sending notices

- (a) Any notice to be given under the Agreement must be in writing and addressed and forwarded to the relevant address and contact officer set out in item 11.2, or as otherwise notified by a party to the other.
- (b) A notice may be delivered by hand, sent by post, facsimile or electronic mail to the address of the party to which it is sent and will be deemed to be received:
  - (i) if delivered by hand, on the date of delivery;
  - (ii) if sent by post within Australia, two business days after the date on which it was sent;
  - (iii) if transmitted by facsimile, upon receipt by the sender of an acknowledgment that the

communication has been properly transmitted to the recipient; and

- (iv) if transmitted by electronic mail, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

## 11.2 Address details

### You

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

### Us

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

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## 12. DEFINITIONS FOR PARTICULARS

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

“**Geographic Catchment Area**”, means:

- (a) if the Funding is from the community services funding stream, the area where the Services are to be delivered, as described in terms of the Australian Bureau of Statistics Statistical Areas; and
- (b) if the Funding is from the child safety funding stream, the area where the Services are to be delivered, as described in terms of Our child safety service centre catchment areas or as described in terms of 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 2.1, published on Our Website;

“**Services Start Date**” means the Services Start Date specified in item 2; and

“**Short Form Terms and Conditions**” means the document titled ‘*Short Form Agreement – Terms and Conditions*, version 1.1, published on the website at <http://www.hpw.qld.gov.au> or such other website as We may from time to time notify You.

# 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)

)  
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)  
)  
\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

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)

**[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)