

# Service Agreement (Part C) – Specifications for Home and Community Care Services

The Department of Communities (Home and Community Care) Service Agreement comprises three sections:

- Service Agreement (Part A) - Standard Terms of Funding
- Service Agreement (Part B) - Specific Terms of Funding
- Service Agreement (Part C) - Specifications

The Service Agreement (Part C) – Specifications is designed to document:

- Organisation and service details;
- Service description;
- Funded outputs;
- Service specific additional conditions (if applicable);and
- Reporting requirements.



# **Service Agreement (Part C) - Specifications for Home and Community Care Services**

**The State of Queensland through the Department of  
Communities**

Name of Organisation/ Service Provider	
ABN/ACN	
Organisation number	

**Date of Commencement of Service Agreement:** [INSERT DATE]

**Date of Expiration of Service Agreement:** [INSERT DATE]

*The Service Agreement relates to the service(s) listed in item 3 of the Service Agreement.*

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## 1 Formation of Service Agreement

### 1.1 Parts of the Service Agreement

The following documents form the Service Agreement:

- (i) The Service Agreement (Part A) - Standard Terms of Funding version 1, current as at 1 July 2010, available on Our website, currently ([www.communities.qld.gov.au](http://www.communities.qld.gov.au));
- (ii) the Service Agreement (Part B) - Specific Terms of Home and Community Care Services (Part B) version 1, current as at 1 July 2010 that specify those terms and conditions specific to the Services and Home and Community Care, available on Our website, currently ([www.communities.qld.gov.au](http://www.communities.qld.gov.au));
- (iii) this part referred to as the Service Agreement (Part C) - Specifications; and
- (iv) any other document agreed in writing by the parties varying or extending the Service Agreement.

### 1.2 Term of Service Agreement

Date of Commencement of Service Agreement: [INSERT DATE]  
Date of Expiration of Service Agreement: [INSERT DATE]

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## 2 General

### 2.1 Funded organisation/Service Provider

The Service Provider is described in Schedule 1.

The contact details of the Service Provider as listed in the Project Summary Sheet in Schedule 2A.

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## 3 Services

The Services to be provided under the Service Agreement are outlined in Schedules 2A to 2E:

### 3.1 Target Group/ Service User

The Target Group and Service Users for Information, Education & Training Services are referred to in Schedule 2D

The Target Group and Service Users for Access Point Demonstration Projects are referred to in Schedule 2E.

The Target Group and Service Users for any other Services are described in Schedule 2A.

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## 4 Delivery of the Services

### 4.1 Service Commencement Date

*[insert date]*

### 4.2 Milestones

Refer to Schedules 2A & 2B.

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## 5 Exit Strategy

You must have a plan in place to address what will be done in the event of closure or termination of the Services under the Service Agreement.

This Exit Strategy may include details on the process that You will employ to cease the Services, arrangements for relevant employees, the continuity of the Services to the Service Users, the handling of records and information in relation to the Services and how the Assets will be dealt with, distributed or transferred.

Where the Service Agreement comes to an end for any reason, the Assets (if any) will be distributed as directed by Us.

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## 6 Funded activities/outputs, performance measurement and reporting

### 6.1 Funded activities/outputs

The funded activities/outputs are described in Schedule 2B.

For 018 Service Providers the funded activities/ outputs are described in Schedule 2B and Schedule 2D.

### 6.2 Performance Reports

For 018 Services, Performance Reports must be completed in the template provided in Schedule 2D.

For all Services other than 018 Services Performance Reports must be completed in the template provided in Schedules 3A, 3B and 3C.

For Access Point Demonstration Projects Performance Reports must be completed in the template provided in Schedule 2E.

Performance Reports are to be submitted to Us, by the dates stated in the table below at the following address:-

Home and Community Care  
Department of Communities  
GPO Box 806  
BRISBANE QLD 4001

Or

Fax: 07 3405 3599

Performance Reports		
Funding Amount	Period	Due Date
Over \$100,000	1 July – 30 September	31 October
	1 October – 31 December	31 January
	1 January – 31 March	30 April
	1 April – 30 June	31 July
\$50,000 - \$100,000	1 July – 31 December	31 January
	1 January – 30 June	31 July
Less than \$50,000	1 July – 30 June	31 July

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## 7 Funding Details

The Funding Details for the Services are described in the Project Summary Sheet and the Special Conditions in Schedules 2A, 2B & 2C.

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## 8 Assets

Funding is provided for Assets as specified in Schedules 2A, 2B & 2C.

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## 9 Timing of payments

Payments of the Funding will be made in advance in accordance with the table below, subject to the lodgement of the reports required by Us under the Service Agreement.

Payment	Payment Due
<b>We will make payments to You on a quarterly basis.</b>	By 31 of July By 31 of October By 31 of January By 30 of April

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## 10 Financial statements and reports

You must submit the following statements and reports to Us during the Term of the Service Agreement. Statements and reports will be required for the following periods for each year by the following due dates:

Financial Statement / Report	Period	Due date
Financial Acquittal Report – <i>funding over \$100,000</i>	1 July – 30 September	31 October
	1 October – 31 December	31 January
	1 January – 31 March	30 April
	1 April – 30 June	31 July
Financial Acquittal Report – <i>funding \$50,000 - \$100,000</i>	1 July – 31 December	31 January
	1 January – 30 June	31 July
Annual Financial Return	1 July – 30 June	30 September
Audit Report and Audited Financial Statements as specified in the Service Agreement Part A Standard Terms of Funding 8.1 (a) (ii) and Part B Specific Terms of Funding 5 (a) & (b)	1 July – 30 June	30 September

Financial Acquittal Reports must be completed in the template provided in Schedule 4: Periodic Financial Report Parts 1, 2 and 3.

## 10.1 Address for financial statements and reports

All financial statements and reports are to be submitted to the address below:

Home and Community Care  
Department of Communities  
GPO Box 806  
BRISBANE QLD 4001

Or

Fax: 07 3405 3599

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## 11 Additional conditions

You must comply with the additional conditions as specified in Schedule 2C – special conditions.

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## 12 Departmental Officer

<b>Name</b>	
<b>Position</b>	
<b>Postal address</b>	
<b>Telephone number</b>	
<b>Fax number</b>	
<b>E-mail address</b>	

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## 13 Attachments

<b>Attachments</b>	<b>Name</b>	<b>Reference</b>
Schedule 1	List of Service Providers to which the Service Agreement applies	Service Agreement (Part B) - Specific Terms of Funding clause 1 & 3, and Part C Clause 2.1,
Schedule 2	Schedules 2A-2E	Service Agreement (Part B) - Specific Terms of Funding clause 2, 3, 4
Schedule 2A	Project Summary Sheet	Service Agreement (Part C) clause 2.1, 3.1, 7 and 8
Schedule 2B	Project Summary Sheet – Service Outputs	Service Agreement (Part C) clause 6.1, 7 and 8
Schedule 2C	Special Conditions	Service Agreement (Part C) clause 7, 8 and 11
Schedule 2D	Information, education & training, other (statewide)	Service Agreement (Part C) clause 3.1 and 6.2
Schedule 2E	Activity Reporting Template for Access Point Services	Service Agreement (Part C) clause 3.1 and 6.2
Schedule 3A	Performance Report	Service Agreement (Part C) clause 6.2
Schedule 3B	Performance Issues	Service Agreement (Part C) clause 6.2

Schedule 3C	Activity Report	Service Agreement (Part C) clause 6.2
Schedule 4	Periodic Financial Report	Service Agreement (Part C) clause 10
Schedule 5	Annual Financial Return Reporting Template	Service Agreement (Part C) clause 10
Schedule 6	Recipient Created Tax Invoice (RCTI) Agreement	Service Agreement (Part B) – Specific Terms of Funding clause 1 & 2
Schedule 7	Banking Details EFT Application Form	Service Agreement (Part B) – Specific Terms of Funding clause 2.
Schedule 8	HACC Logo Sub-Licence Agreement	Service Agreement (Part B) - Specific Terms of Funding clause 1

# EXECUTED as an Agreement

SIGNED for and on behalf of the **STATE OF QUEENSLAND** by

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Position)

as a duly authorised officer

)  
)  
) **x** \_\_\_\_\_  
)  
)  
) Signature

**x** \_\_\_\_\_  
Signature of Witness

**x** \_\_\_\_\_  
Date

**x** \_\_\_\_\_  
Name of Witness

SIGNED by:

\_\_\_\_\_  
(Name):

\_\_\_\_\_  
(Position)

for and on behalf of

\_\_\_\_\_  
(Funded Organisation)

as its duly authorised officer:

)  
)  
) **x** \_\_\_\_\_  
)  
)  
) Signature

**x** \_\_\_\_\_  
Signature of Witness

**x** \_\_\_\_\_  
Date

**x** \_\_\_\_\_  
Name of Witness



**EXECUTION CLAUSE - Company**

**SIGNED** for and on behalf of

\_\_\_\_\_  
(Name of Corporation)

in accordance with section 127 of the *Corporations Act 2001*

**x** \_\_\_\_\_  
(signature of director/secretary)

\_\_\_\_\_  
(name of director/secretary)

**x** \_\_\_\_\_  
(signature of director)

\_\_\_\_\_  
(name of director)

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