

# **Service Agreement (Part B) - Specific Terms of Funding for Disability Services**

**The Department of Communities, Child Safety and Disability Services (Disability Services) 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 B) - Specific Terms of Funding was developed to incorporate conditions which apply in situationally specific circumstances e.g. funding under particular program domains.**

# **Service Agreement (Part B) - Specific Terms of Funding for Disability Services**

*Disability Services Act 2006*

**For Agreements entered into from 3 April 2012**

**Version 2.0**

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## Background

- A. The Minister has approved your application for Funding under the *Disability Services Act 2006* for the delivery of Services as stated in the Service Agreement.
- B. These Service Agreement (Part B) - Specific Terms of Funding apply to Funding provided under the *Disability Services Act 2006* under which the Minister may approve funding to a Non Government Service Provider to provide services to people with a Disability.

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## 1. Services to be provided by You

### 1.1 You must provide the Services in accordance with:

- (a) the requirements of the *Disability Services Act 2006* <http://www.disability.qld.gov.au/key-projects/disability-services-act/publications.html#act>
- (b) the *Disability Services Regulation 2006* <http://www.disability.qld.gov.au/key-projects/disability-services-act/publications.html#act>
- (c) the Disability Service Standards <http://www.disability.qld.gov.au/key-projects/quality/overview/standards/>; and
- (d) the policies outlined at clause 7 below and any additional policies outlined in the Service Agreement;
- (e) the Disability Services Funding Guidelines; and
- (f) any guidelines/program manuals/procedures provided to you in relation to the Funding provided under the Service Agreement.

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## 2. Approved Non Government Service Provider in accordance with Part 6 of the Act

- (a) To receive recurrent funding for Disability Services under the Act You must be an Approved Non Government Service Provider.
- (b) You must be a corporation to apply to be an Approved Non Government Service Provider.  
The Guidelines and Application are available at <http://www.disability.qld.gov.au/support-services/documents/guidelines-for-form6-1.pdf>  
<http://www.disability.qld.gov.au/support-services/documents/form6-1.pdf>
- (c) If You are not an Approved Non Government Service Provider when You enter into the Service Agreement and You do not take action to become an Approved Non Government Service Provider within six months of receiving Funding under the Service Agreement We:
  - (i) will stop payment of Funding to You under the Service Agreement
  - (ii) may by written notice require You to repay any unspent Funding. On receipt of the notice by You the amount specified in the notice becomes a debt due and payable to Us;
  - (iii) may appoint an Interim Manager pursuant to the Act; and

- (iv) may terminate the Service Agreement forthwith by notice in writing to You and may exercise any remedy We may have at law.

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### **3. Service User data required under the Disability Services National Minimum Data Set (DS NMDS)**

You must ensure that you provide, for each Service User receiving a Service under the Service Agreement, all the information requested in the Service User section of the Disability Services NMDS Data Guide.

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### **4. Service User information required for inclusion on the Disability Services Business Information System**

(This clause is relevant only where the Service Agreement details Outputs, Output measures and Output reporting)

You must provide to Us the full name, date of birth, sex and current address of each Service User receiving an Output with the measure, an Hour or a Place under the Service Agreement for inclusion on the Disability Services Business Information System (BIS).

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### **5. Managing fluctuations in the Outputs of Service Users with an individual funding allocation**

(This clause is relevant only where the Service Agreement details Outputs, Output measures and Output reporting)

- (a) You must use the Individual Support Plan to manage fluctuations in the level of Outputs provided to a Service User with an individual funding allocation
- (b) You must, in consultation with the Service User, regularly review and modify the Individual Support Plan to reflect the Service Users changing needs. Any changes to the level of Outputs provided to the Service User must be documented in the Individual Support Plan including:
  - (i) The portion of the Service User's individual Output allocation that will be unused in the period for which it was provided; and
  - (ii) The Service Users agreement that they do not require the total Output allocation.
- (c) You must only allocate on a one-off basis the unused portion of the Output to other Service Users supported by You.
- (d) You must report the portion of the Output used by other service users through the DS NMDS.

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### **6. Withdrawal/cessation of Services to Service Users**

You must notify Us if You wish to:

- (a) withdraw Services to any Service User with an individual funding allocation;
- (b) withdraw Services to any Service User identified in a block specified arrangement as detailed in the Service Agreement (Part C) - Specifications;

In the event of (a) or (b) above You must provide Us with at least 6 weeks notice of withdrawal to enable completion of the necessary negotiations and procedures to achieve quality continuity of Service to the individuals concerned.

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## 7. Policies

- (a) You must provide Your Services in compliance with Our policies including:
  - (i) Disability Sector Quality System Policy; and
  - (ii) You must have policies consistent with Our Critical Incident Reporting Policy.

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## 8. Disability Sector Quality System (DSQS)

You are not required to participate in the Disability Sector Quality System if the only consumer of Disability Services provided by You is a director of the organisation. Otherwise, if You are in receipt of recurrent funding under the Service Agreement You must participate in the Disability Sector Quality System.

This includes agreement to:

- (a) Achieve Certification under that system within 18 months of receiving initial Funding under the Service Agreement. If You do not achieve Certification under that system We may
  - (i) require more frequent financial reporting than stipulated in the Service Agreement;
  - (ii) by written notice require You to repay any unspent Funding. On receipt of the notice by You the amount specified in the notice becomes a debt due and payable to Us;
  - (iii) suspend payment of the Funding until satisfied that You have rectified the event of default;
  - (iv) appoint an Interim Manager pursuant to the Act; and
  - (v) terminate the Service Agreement forthwith by notice in writing to You and may exercise any remedy We have at law.
- (b) Maintain Certification under that system. If Your Certification under that system is withdrawn We:
  - (i) will stop payment of Funding to You under the Service Agreement.
  - (ii) may by written notice require You to repay any unspent Funding. On receipt of the notice by You the amount specified in the notice becomes a debt due and payable to Us;
  - (iii) may appoint an Interim Manager pursuant to the Act; and
  - (iv) may terminate the Service Agreement forthwith by notice in writing to You and may exercise any remedy We may have at law.

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## 9. Financial statements

You must provide Us with the following documents, by the dates specified in item 10 of the Service Agreement Part C - Specifications:

- (a) an annual statement of income and expenditure reporting all items relating to the delivery of the Services, signed by an officer with the appropriate delegation in the format specified by Us; and
- (b) a balance sheet or extracts from the balance sheet which disclose details of assets and liabilities pertaining to the Funding (if the Service Agreement specifies the format of this balance sheet You will deliver the required information to Us in that format).

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## 10. Assets

Where We give You funding for an asset an agreement separate to the Service Agreement will be required, to be executed by the parties.

Goods purchased on behalf of families through Funding provided under the Act are not recognised as departmental assets and are, therefore not subject to departmental financial policies related to the management of these assets.

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## 11. Definitions for funding provided under the Disability Services Act 2006

“**the Act**” means the *Disability Services Act 2006*

“**A Disability**” means

- 1. a person’s condition that-
  - (a) is attributable to
    - (i) an intellectual, psychiatric, cognitive, neurological, sensory or physical impairment; or
    - (ii) a combination of impairments mentioned in subparagraph (i) and
  - (b) results in -
    - (i) a substantial reduction of the person's capacity for communication, social interaction, learning, mobility or self care or management; and
    - (ii) the person needing support
- 2. For subsection (1), the impairment may result from an acquired brain injury.
- 3. The disability must be permanent or likely to be permanent.
- 4. The disability may be, but need not be, of a chronic episodic nature.

“**Approved Non Government Service Provider**” means a non government service provider that is a corporation approved by the Chief Executive under Part 6 of the Act and eligible to receive the Funding under Part 7 of the Act.

“**BIS**” (Disability Services Business Information System) means the information system used by Disability Services.

**“Certification”** means the certification of a service provider under the Disability Sector Quality System by an external certification body.

**“Disability Sector Quality System”** means the process approved by the Minister under which a service provider may be certified by an external certification body as meeting the Disability service Standards under the Act.

**“Disability Service Standards”** means the disability service standards made by the Minister under the Act and includes, until they are amended or repealed, the disability service standards which took effect on commencement of the Act.

**“Disability Services”** means 1 or more of the following

- (a) Accommodation support services;
- (b) Respite services;
- (c) Community support services;
- (d) Community access;
- (e) Advocacy, information services or services that provide alternative forms of communication;
- (f) Research, training or development services

**“Disability Services Funding Guidelines”** means the guidelines that outline the framework and broad parameters related to Funding provided under the Act.

**“DS NMDS” (Disability Services National Minimum Data Set)** means the annual collation of nationally comparable data relating to Disability Services prepared for the Commonwealth for which information is gathered under the National Disability Agreement.

**“Hour”** means 60 minutes of service provision – this may be an accumulation of smaller blocks of service to total one full hour of service provision.

**“Individual Support Plan”** means a document in writing (as amended from time to time) between the service provider and the Service User, their family, guardian, advocate and/or financial manager about what services will be provided to the Service User and how those services will be provided to meet identified client goals.

**“Interim Manager”** means a person appointed as interim manager under section 169 of the Act.

**“National Disability Agreement”** means the agreement that provides the national framework for the provision of government support to services for people with a disability. The NDA replaces the Commonwealth-State/Territory Disability Agreement (CSTDA)

**“Non Government Service Provider”** means a service provider, other than the State, providing Disability Services and includes a local government.

**“Output”** means a good or service delivered to someone else which generates a desired outcome. Service providers transform resources (inputs) into services (outputs).



**“Place”** means the capacity to provide a Disability Service (as defined by the output descriptor) to one Service User at a time. A place may be occupied by more than one individual depending on movement through entry into a service and exit out of the same service.

**“Service”** means the provision of Disability Services as defined in the Act.

**“Services”** means the specific DS NMDS service type/s as defined in the current DS NMDS Data Guide.

**“Service Outlet”** means a place at which Disability Services are provided.

**“Service Type Outlet”** means the unit of the funded service provider that delivers a particular NDA service type at or from a Service Outlet.

**“Service User”** means a person with a Disability who receives a Service Funded by Us.

**“The Regulations”** means the *Disability Services Regulation 2006*