

# **Service Agreement (Part B) - Specific Terms of Funding for Community and Homelessness Services**

**The Department of Communities, Child Safety and Disability Services (Community and Homelessness Services) Service Agreement package comprises three sections:**

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

**This 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 Community and Homelessness Services**

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

**Version 2**

***Community Services Act 2007***

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## Background

- A. This Service Agreement (Part B) - Specific Terms of Funding - Community and Homelessness Services applies to Assistance provided under the Act. Under the Act, the Minister may approve Assistance to a Service Provider for community services.
- B. If the Minister approves Assistance to a Service Provider, the Chief Executive must enter into a written agreement with the Service Provider for giving the Assistance.
- C. You are required to be an Approved Service Provider or a Service Provider under the Act.
- D. You are required to comply with the provisions of the Act and the Regulation.
- E. The Service Agreement is entered into in accordance with section 27 of the Act.

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## 1. Funded Service Providers not approved

- (a) If You are not an Approved Service Provider when You enter into the Service Agreement You must take action to become an Approved Service Provider as soon as reasonably practicable after the first instalment of Funding is paid to You.
- (b) We will stop the Funding 6 months after the date the first instalment of Funding is paid to You if You do not become an Approved Service Provider within that time.
- (c) If We stop the Funding under this clause the Service Agreement is terminated.
- (d) If the Service Agreement is for one off Funding then You are not required to be an Approved Service Provider.

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## 2. Standards for Community Services

You are required to implement the Standards for Community Services. Commencing 1 January 2011, you must comply with the Standards for Community Services.

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## 3. Your personnel (staff)

### 3.1 Selection of employees

- (a) You must ensure that:
  - (i) Your employees are selected using an open and merit based selection process where reasonable;
  - (ii) You retain detailed records of Your selection and recruitment processes; and
- (b) where requested by Us, You give Us access to Your records relating to the selection and recruitment of employees.

### 3.2 Working with children and young people

You must ensure:

- (a) All persons working or proposing to work in a child-related area, regulated by the *Commission for Children and Young People and Child Guardian Act 2000* either:
  - (i) in a voluntary/unpaid capacity have a current blue card; or

- (ii) in a paid capacity have or have applied for a blue card; and
- (b) Staff and volunteers comply with the requirements of the *Commission for Children and Young People and Child Guardian Act 2000* in relation to criminal history checks and working with children 'Suitability Card (Blue Card)' requirements.

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## **4. Your reporting obligations**

### **4.1 Performance reports**

- (a) The data You collect and the information You use to prepare performance reports must be collected in accordance with the data definitions, counting rules and surveys identified or supplied by Us.
- (b) Performance reports must be provided to Us within the timeframe specified in Item 6 of the Service Agreement (Part C) - Specifications.

### **4.2 Performance monitoring**

We will conduct performance monitoring of your compliance with the Service Agreement, the Act and Regulation. Performance monitoring is made up of:

- (a) performance reports based on data collection around performance measures and/or qualitative/descriptive information; and
- (b) the Service Assessment, as applicable.

### **4.3 Standard of reporting**

- (a) All Financial Acquittal Reports submitted by You must be signed and certified as correct by two members of Your executive or committee responsible for Your activities; and
- (b) If You are a local government authority or tertiary institution, You may give to the Chief Executive, instead of the requirements set out in clause 4.3(a), a statement set out in the format of the Financial Acquittal Report as specified in item 10 of the Service Agreement (Part C) - Specifications and certified by the chief accounting officer or equivalent.

### **4.4 Your annual report**

If You are required to produce an annual report, You must provide a copy of Your annual report to Us within one month of Your annual general meeting.

### **4.5 Your audited statements**

- (a) You must provide Us with the following documents, by the dates specified in Item 10 of the Service Agreement (Part C)- Specifications:
  - (i) an annual audited statement of income and expenditure reporting all items relating to the delivery of the Services; and
  - (ii) a balance sheet or extracts from the balance sheet which disclose details of assets and liabilities pertaining to the Funding (if the Service Agreement (Part C) – Specifications, specifies the format of this balance sheet You will deliver the required information to Us in that format).
- (b) Your audited statements of income and expenditure, balance sheets or extracts from the balance sheet must be certified by an independent qualified accountant who has had no involvement in the preparation of these statements or accounts of Your organisation, is not an employee or a member of Your organisation and who is:

- (i) registered as a company auditor or a public accountant under Queensland law;
  - (ii) a member of the Institute of Chartered Accountants in Australia or the Australian Society of Certified Practising Accountants; or
  - (iii) a person whose accounting qualifications are accepted by Us.
- (c) If You are a local government or a tertiary institution, You may give Us, instead of the requirements set out in this clause 4.5(a), a statement set out in the format of the Financial Acquittal Report (as specified in the Service Agreement (Part C) – Specifications) specifying the details of the Funding and certified by the chief accounting officer or equivalent.

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## **5. Financial Management**

### **5.1 How You are to manage the Funding**

You must:

- (a) Maintain separately identifiable ledger accounts to record the income and expenditure of the Funding; and
- (b) Regularly perform bank reconciliations.

### **5.2 Motor vehicle**

Where You have purchased a motor vehicle with the Funding:

- (a) We will prepare a bill of sale.
- (b) You must:
  - (i) execute the bill of sale in favour of Us over the motor vehicle, and provide it to Us; and
  - (ii) maintain current insurance cover over the vehicle for its full insurable value, and provide Us with a copy of the certificate of currency if requested by Us.
- (c) We will attend to the registration of the bill of sale as required by Us, including the payment of any registration fees.

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## **6. Suspending or stopping Funding**

### **6.1 Not required to follow other compliance processes**

For the avoidance of doubt, We may suspend or stop the Funding in accordance with clauses 13.1 and 15.2 of the Service Agreement (Part A) - Standard Terms of Funding and Division 2 of Part 6 of the Act without having to give a compliance notice under Division 1 of Part 6 of the Act or take any other compliance or enforcement action under the Act.

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## **7. Termination of the Service Agreement**

In addition to the provisions outlined in clause 15 of the Service Agreement (Part A) – Standard Terms of Funding regarding termination of the Service Agreement, if the Chief Executive stops the Funding due to non-compliance with a compliance notice under Section 32 of the Act then the Service Agreement is terminated.

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## 8. Services unable or not required to lodge electronic financial and performance reports

### 8.1 Exemption from electronic reporting

You are required to report electronically using Our Online Reporting System unless You have requested an exemption from electronic reporting from Us and have demonstrated You:

- (a) do not have internet access; or
- (b) do not have adequate hardware or software to report electronically; and
- (c) will undertake to work towards electronic reporting during the Term of the Service Agreement.

### 8.2 Services exempt from electronic performance reporting

You are exempt from electronic performance reporting only where You are exempt under clause 8.1 or Our electronic reporting system does not contain the performance measure/s specified in Your Service Agreement (Part C) – Specifications.

### 8.3 Address for financial statements and reports

If You are unable to report electronically You are required to provide Your financial statements and reports to:

Grants Management Team  
Department of Communities, Child Safety and Disability Services  
GPO Box 806  
Brisbane Qld 4001

### 8.4 Address for performance reports

If You are unable to report electronically You are required to provide Your performance reports to:

Sector Performance and Support  
Performance and Data Management  
Department of Communities, Child Safety and Disability Services  
GPO Box 806  
Brisbane QLD 4001

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## 9. Definitions and Interpretation

In the Service Agreement, unless the contrary intention appears, the following words and phrases shall have the following meanings:

“**Act**” means the *Community Services Act 2007*, a link to which is at <http://www.legislation.qld.gov.au/LEGISLTN/CURRENT/C/CommunServA07.pdf>;

“**Approved Service Provider**” has the meaning given in the Act;

“**Assistance**” has the meaning given in the Act;

“**Funded Service Provider**” has the meaning given in the Act;

“**Online Reporting System**” means Our online reporting system for the electronic lodgement of financial statements and reports and performance reports;

“**Regulation**” means the *Community Services Regulation 2008*, a link to which is at

<http://www.legislation.qld.gov.au/LEGISLTN/CURRENT/C/CommunServR08.pdf> ;

**“Service Assessment”** means an assessment made from time to time by relevant Departmental officers of Your performance in relation to the Service Agreement;

**“Service Provider”** has the meaning given in the Act;

**“Standards for Community Services”** means the minimum requirements for the way in which Services are to be provided by You, as published on Our website

<http://www.communities.qld.gov.au/communityservices/community-support/strengthening-non-government-organisations-ngos> as at the date of the Service Agreement and as amended by Us from time-to-time and notified to You by Us;